

Standard Terms and Conditions

Article 1: Subcontract Work

The Contractor contracts with the Subcontractor as an independent contractor to perform the work described in Exhibit A, Performance Work Statement (PWS) under this Agreement (“Agreement” or “Subcontract”). The Subcontractor shall perform such work ("Subcontract Work" or “Work”) under the general direction of the Contractor and in accordance with this Agreement. Subcontractor shall perform all Work and shall furnish all supervision, labor, materials, plant, tools, equipment, supplies, coordination and all other things necessary for the completion of the Work, in strict accordance and full compliance with the terms of the Prime Contract under this Agreement and to the satisfaction of Contractor and, where applicable, the Customer. The Work shall be performed by Subcontractor, including any and all items and services consistent with, contemplated by, and reasonably inferable from, the Prime Contract and reasonably necessary to meet the requirements of the PWS.

Article 2: Payment & Option Years

- a. This Subcontract Work shall be completed at a Firm Fixed price of \$_____ for the Base Year, per the position table included as Attachment 1. See Attachment 3 for detailed invoicing instructions. **Send all invoicing to AP@tatitlek.com directly.**
- b. Payment terms are Net 45 from receipt of a correct invoice. Should any discrepancy appear on the invoice, Contractor will notify Subcontractor as soon as practical to preclude any delays in payment.
- c. Acceptance of monthly payment shall constitute a waiver of all claims by Subcontractor for compensation for Work performed during the preceding month. Acceptance of final payment shall constitute a waiver of all claims by Subcontractor for compensation for Work performed during the life of the Subcontract.
- d. Period of Performance, including Option Periods, are listed as follows:
Base Year: TBD
Funding for Option Periods will be provided in Option Exercise modifications. Option Period exercises are at Contractor’s discretion.

Article 3: Subcontractor’s Investigations and Representations

- a. By executing this Agreement, the Subcontractor represents and warrants that (1) it is fully qualified to perform the Work therein specified and Subcontractor is experienced in the type of work required by the Agreement; (2) Subcontractor has ascertained the nature and scope of the Work, the conditions involved in performing the Work, and the obligations of this Agreement and is fully aware of all the obligations, risks, responsibilities, difficulties, and limitations to which the Work is subject. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.
- b. If requested by the Contractor, Subcontractor shall participate in the preparation of coordination planning and work schedule development.
- c. Subcontractor shall be strictly responsible for the accuracy of the Subcontractor’s Work and for any loss or damage to the Contractor or others by reason of the Subcontractor’s failure to perform Subcontractor’s Work correctly.

Article 4: Subcontractor's Liability

- a. Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor, and materials provided hereunder, and for all equipment, supplies, and other things provided by Subcontractor until final acceptance of the Subcontract Work by Contractor and the Customer. In the event of any loss, damage, or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild, and make good said loss, damage, or destruction at Subcontractor's cost (except to the extent proceeds of insurance are available to Subcontractor on account thereof).
- b. Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Customer; (2) liability to third parties; (3) excess re-procurement costs; (4) consultants' fees; and (5) reasonable attorneys' fees and related costs.
- c. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the insurance coverage provided by Subcontractor or others pursuant to the provisions of Article 6 and Exhibit B, or otherwise.

Article 5: Insurance

- a. Before commencing work under this Agreement and as a condition of payment, the Subcontractor shall purchase, carry and maintain throughout the life of this Agreement, except where otherwise specified, at its own expense, insurance not less than the amounts and coverage herein specified in Exhibit B. The Customer, Contractor, their agents, and employees shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the Work. There shall be no right of subrogation against the Contractor or its agents performing work in connection with the Work, and this waiver of subrogation shall be endorsed on the policies. Subcontractor shall be responsible for deductibles with respect to all claims made relating to the Subcontractor's Work.
- b. At Contractor's request, the Subcontractor shall furnish certificates to the Contractor, evidencing that the insurance policy provisions required hereunder are in force. Acceptance by the Contractor of deficient evidence does not constitute a waiver of Subcontractor requirements.

Article 6: Time of Performance

- a. Subcontractor will proceed with the Work in a prompt and diligent manner.
- b. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Work within the overall time frames and sequences set forth by Contractor, in a form acceptable to Contractor. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules, and Subcontractor shall not be entitled to make a claim for an increase in price or time on account thereof.
- c. Subcontractor will coordinate its work with the work of Contractor and the Customer's other contractors, if any, so no delays or interference will occur in completion of any part or all of the Work.

Article 7: Changes

- a. Contractor may, at any time, unilaterally or by agreement with Subcontractor, without notice to the sureties, make changes in the Work. Any unilateral order or agreement under this Article 7(a) shall be in writing. Subcontractor shall perform the Work as changed without delay.
- b. Customer Changes. Subcontractor shall submit to Contractor any requests or claims for adjustment in the price, schedule, or other provisions of the Subcontract for changes directed or caused by the Customer. Said requests or claims shall be submitted in writing by Subcontractor in time to allow Contractor to comply with the applicable provisions of the Prime Contract. Contractor shall process said requests or claims in the manner provided by, and according to, the provisions of the Prime Contract so as to protect the interests of Subcontractor and others. Subcontract adjustments shall be mandatory only to the extent that a change is achieved with the Customer.

Payment on account of pending changes made by the Customer shall be made only if Contractor receives such payment from the Customer for Subcontractor's changed work. Amounts paid on account of pending changes are provisional and not an admission of liability and shall be repaid to Contractor on demand whenever Contractor determines there has been an overpayment.

- c. Subcontractor shall, within seven (7) days of a Contractor request, submit a reasonable price quotation for proposed changes. If proposed changes exceed thresholds established by the Federal Acquisition Regulations (FAR), Subcontractor shall include a discussion of the reasonableness of its proposed pricing.

Article 8: Subcontractor's Failure to Perform

- a. If Subcontractor shall at any time:
 1. refuse or fail to provide sufficient properly skilled workers, adequate supervision, or material of the proper quality;
 2. fail in any material respect to prosecute the Work according to Contractor's current schedule;
 3. cause, by any action or omission, the stoppage or delay of, or interference with, the work of Contractor or of any other contractor or subcontractor;
 4. fail to comply with any provision of this Subcontract, or the Prime Contract;
 5. have a receiver appointed; or
 6. become insolvent,

then, after serving seven (7) days' written notice, unless the condition specified in such notice shall have been eliminated within such seven (7) days, Contractor, at its option, without voiding the other provisions of this Subcontract and without notice to the sureties, if any, may (i) take such steps as are necessary to overcome the condition, in which case Subcontractor shall be liable to Contractor for the cost thereof, (ii) terminate for default Subcontractor's performance of all or a part of the Work. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by Contractor and the Customer and payment in full made by the Customer.

- b. If Contractor wrongfully exercises its option under Article 8.a.(i), that action shall be treated as a deductive Contractor Change. If Contractor wrongfully exercises its option under Article 8.a.(ii) that termination for default shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the appropriate regulatory sums calculated for a Termination for

Convenience.

Article 9: Settlement of Disputes

- a. Any claim arising out of or related to this Agreement shall be subject to the provisions of this Section. A Party shall submit its claim in writing to the other Party along with supporting documentation as soon as commercially reasonable after the date on which such Party knew or should have known of the existence of the claim.
- b. If, upon receipt of a claim by the Subcontractor under paragraph (a), Contractor reasonably determines that the claim or dispute presents issues concerning (i) the Customer's actions, conduct or decisions under the Prime Contract, (ii) the Customer's liability to Contractor for a price or schedule adjustment or other remedy under the terms of the Prime Contract, or (iii) involves a question of law or fact under the Prime Contract, the Contractor may, in its sole discretion, present or authorize the Subcontractor to present, the claim or dispute to the Customer under the dispute resolution procedures of the Prime Contract. In such event, Subcontractor shall be bound by the dispute resolution procedures set forth in the Prime Contract and applicable government regulations and other law governing the resolution of claims or disputes under the Prime Contract. Subcontractor shall have the right to participate in the assertion or defense of claims presented under this paragraph (b) and shall be fully bound by the outcome. Contractor shall pay Subcontractor any amount actually recovered from the Customer to the extent the Subcontractor's claim is successfully presented and resolved under the Prime Contract, provided that receipt of payment from the Customer shall be a condition precedent to any obligation of Contractor to pay Subcontractor in connection with any such claim or dispute. Contractor's payment of such amount recovered and received shall fully discharge Contractor's obligation to Subcontractor. If no amount is recovered by Contractor on such claim or dispute, Subcontractor shall not seek any recovery from or pursue any remedy or commence any legal action against Contractor in respect of such claim or dispute. Regardless of whether presentation of the claim under the Prime Contract is successful, Subcontractor shall pay Contractor the expenses and reasonable attorney's fees incurred by Contractor in asserting or defending Subcontractor's claim.
- c. All claims and disputes between Subcontractor and Contractor arising out of or related to the Work or this Agreement not subject to paragraph (a) shall be resolved pursuant to this paragraph. Within thirty (30) days of receipt of such claim, the non-claiming Party shall notify the claiming Party in writing whether it accepts or rejects, in whole or part, such claim and whether and on what terms, if any, it is willing to resolve such claim. Within thirty (30) days of receipt of such notice from the non-claiming Party, at the request of either, the Parties shall meet in person at least once for the purpose of resolving the claim. If, upon expiration of such thirty (30) day period the Parties have not resolved such claim, the claiming Party may, subject to paragraphs (d) and (e), below, pursue such remedies as may be available at law or in equity.
- d. Subcontractor agrees to continue performance of its Work and shall proceed in accordance with the directives of Contractor in the event of a dispute or controversy. Failure to proceed shall constitute a material breach of this Agreement, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the Parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by Contractor. This provision shall survive completion or termination of this Agreement.

- e. The Parties agree that any lawsuit brought by one Party against the other that arises out of or relates to this Agreement or the Work shall be brought in a court of the State of Alaska.

Article 10: Warranty

Subcontractor warrants the Work to Contractor on the same terms, and for the same period, as Contractor warrants the work to the Customer under the Prime Contract; and, with respect to the Work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Prime Contract.

Article 11: Inspection and Acceptance

Subcontractor shall provide appropriate facilities at all reasonable times for inspection by Contractor or the Customer of the Work. Subcontractor shall promptly replace or correct any Work that Contractor or the Customer shall reject as failing to conform to the requirements of this Subcontract. If Subcontractor does not do so within a reasonable time, Contractor shall have the right to do so and Subcontractor shall be liable to Contractor for the cost thereof.

Article 12: Ambiguities, Inconsistencies, and Omissions

Subcontractor understands and acknowledges that Subcontractor is responsible for all work reasonably consistent with the intent of this Agreement necessary to produce a complete, fully functional scope of work. By accepting this Agreement, Subcontractor certifies that he has reviewed the Performance Work Statement (PWS) at Attachment 1. Any error, ambiguity, inconsistency, or omission in the PWS of which Subcontractor had, or should have had, knowledge shall not be a basis for any increase in the amount payable under any this Agreement.

Article 13: Termination for Convenience

Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Work by providing Subcontractor with a written notice of termination for convenience, to be effective upon receipt by Subcontractor. If there has been a termination of Contractor's contract with the Customer, Subcontractor shall be paid the amount due from Contractor for the Work after payment therefore by the Customer to Contractor. If the Prime Contract has not been terminated for convenience, Subcontractor shall be paid the reasonable value of Work performed by Subcontractor prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractor be entitled to unabsorbed overhead or profit on work that has not yet been performed.

Article 14: Suspension

In the event Customer, for any cause, suspends work under the Prime Contract, Contractor may order Subcontractor to suspend work under this Subcontract. Subcontractor shall not be entitled to any compensation or damage for such suspension, except and only to the extent Contractor receives additional compensation or damages for the Subcontractor from Customer under the provisions of the Prime Contract for such suspension. Subcontractor shall not be entitled to profit on its costs attributable to any suspension.

Article 15: Assignment and Subcontracting

Subcontractor shall not assign or transfer this Subcontract without the prior written consent of Subcontractor's surety and Contractor, which consent may be granted or withheld in Contractor's sole discretion. Contractor shall not unreasonably withhold its consent to the assignment of funds due hereunder.

Article 16: Intellectual Property and Royalties

Except as otherwise provided by the Prime Contract, Subcontractor shall pay all royalties and license fees which may be due with respect to the Work. Subcontractor shall pay the cost to defend all suits or claims for infringement of any intellectual property rights that may be brought against Contractor or the Customer arising out of the Work. Contractor, at Contractor's option, may designate counsel to defend and Subcontractor shall be liable to Contractor and the Customer for all loss, including all costs and expenses, on account thereof, including reasonable attorneys' fees.

Article 17: Taxes and Permits

- a. Subcontractor shall pay and comply with and hold Contractor harmless against the payment of all federal, state, and local contributions, taxes, duties, or premiums arising out of the performance of this Subcontract, and all sales, use, or other duties or taxes of whatever nature levied or assessed against the Customer or Contractor arising out of this Subcontract, including any interest or penalties. Subcontractor waives any and all claims for additional compensation because of any new duties or taxes or any increase in the aforementioned duties or taxes unless payment is specifically provided for in the Prime Contract.
- b. Subcontractor shall obtain and pay for all permits, licenses, fees, and certifications required to perform the duties required by the PWS.

Article 18: Affirmative Action

The Subcontractor hereby acknowledges that the Contractor is an Equal Opportunity/Affirmative Action Employer, and is bound by the clauses and conditions identified in Executive order 11246, as amended by, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 38 USC 4212, and Section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulations and which by this clause are incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

Article 19: Laws, Regulations, and Ordinances

- a. Subcontractor shall be bound by, and, at its own cost, shall comply with all federal, state, and local laws, codes, ordinances, and regulations applicable to this Subcontract and the performance of the

Work whether by reason of general law or by reason of provisions in the Prime Contract. Subcontractor and all lower-tier subcontractors shall be duly licensed to operate under the law of the applicable jurisdictions.

- b. Subcontractor shall be liable to Contractor and the Customer for all loss, cost, and expense attributable to any acts of commission or omission by Subcontractor, its employees, and agents, and lower-tier subcontractors resulting from failure to comply with any federal, state, or local laws, codes, ordinances, or regulations including, but not limited to, any fines, penalties, or corrective measures.
- c. Unless otherwise provided in the Prime Contract, the terms and conditions of this Subcontract shall be interpreted in accordance with the laws of the jurisdiction of the State of Alaska.
- d. Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or sex. The Subcontractor agrees that it will comply with all applicable Federal, State and local Fair Employment Practices Acts, or similar Act, Rules and Regulations, and will comply with the Federal Civil Rights Act of 1964.

Article 20: Information Required by Contractor or Customer

- a. In addition to the information to be provided by Subcontractor pursuant to other provisions of this Subcontract, Subcontractor hereby agrees to provide, at no additional cost to Contractor, and in a prompt and timely fashion so as not to disrupt the performance of this Subcontract, any and all additional information relating to this Subcontract that is required either by the Prime Contract, or by law.
- b. Subcontractor Personnel - Subcontractor shall provide personnel possessing the skills, knowledge, ability and training to satisfactorily perform the services required by this Subcontract, the DD254 and the PWS. The work as identified in the PWS will be the responsibility of the Subcontractor to keep filled at 100%, as long as they are required by Contractor. Subcontractor personnel shall meet the minimum education and/or experience requirements for each specific service area as stated in the PWS and position description qualifications. Contractor reserves the right to fill any Subcontractor positions that remain open longer than fifteen (15) calendar days. Subcontractor will coordinate with Contractor's Program/Project Manager for consideration when an issue arises that will prevent Subcontractor from meeting the requirement that is of no fault of theirs; i.e., delays in the selection process by the Government.

Subcontractor shall notify Contractor's Program/Project Manager in writing ten (10) business days in advance of any intent to substitute Subcontractor's personnel. When a ten (10) business day advance notice is not feasible (i.e. resignation or termination), Subcontractor shall inform Contractor in writing within forty-eight (48) hours after receiving such notification. The notification shall be supported by a detailed explanation of the circumstances necessitating the proposed substitution and a resume shall be provided to Contractor's Program/Project Manager for prior approval. Subject to the concurrence of Contractor, Subcontractor shall replace such personnel with personnel of at least substantially equal ability, qualifications and meet the required security requirements with the approval of Contractor's Program/Project Manager.

If Contractor and/or the Government do not approve the proposed individual, Subcontractor shall provide another until an acceptable individual is approved. Subcontractor and the Subcontractor's employee are responsible for certifying that the resume of proposed personnel has been verified and

are true and accurate representations of education, experience and performance. Contractor reserves the right to independently verify the representations contained in the resume. Resume approval shall not be unduly withheld.

In the event that the performance of assigned Subcontractor personnel or any substitute(s) is determined by Contractor and/or the Government to be unsatisfactory at any time during the life of the Subcontract, Contractor reserves the right to request and receive satisfactory personnel replacement within fifteen (15) business days of written notification to Subcontractor by Contractor's Program/Project Manager. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum capabilities as replaced personnel and meet any applicable security requirements. Resumes shall be submitted to Contractor's Program/Project Manager for approval.

Article 21: Privity

Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any work that can be construed as within the scope of the Project for which Contractor has acquired the Prime Contract directly for the Customer or deal directly with the Customer's representatives in connection with the Project, unless otherwise authorized in writing by Contractor. All work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

Article 22: Notices

All notices shall be addressed to the Parties at the addresses set out herein, and shall be considered as delivered when postmarked if dispatched by registered or certified mail, when confirmed if sent by telegram or teletype or e-mail, when signed for when delivered by hand, and when received in all other cases.

Article 23: Severability

The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.

Article 24: Order of Precedence

- a. It is the intention of the Parties that all terms of this Agreement are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence of the documents forming this Agreement shall be:
 1. modifications of any documents forming part of this Agreement;
 2. this Agreement, unless the Prime Contract imposes a higher standard or greater requirement on Subcontractor, in which case the Prime Contract takes precedence; then
 3. the Prime Contract, unless the provisions of (2) apply.

- b. In the event of a conflict between or among modifications, the later in date shall prevail. In the event of a conflict between or among the terms of the Prime Contract and this Agreement, the higher standard or greater requirement shall prevail.

Article 25: Indemnification

- a. Subject to Sections 25(b) and 25(c) of this Subcontract, Contractor and Subcontractor shall indemnify each other and hold each other harmless, and also the respective contractors, subcontractors, consultants, agents, and employees, each of the other, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of their respective Work or of services hereunder. The indemnification obligations under this Section 25(a) shall not be limited with respect to amount or type of damages, compensation, or benefits required to be paid by or for Subcontractor or Contractor or a sub-subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 25.
- b. The indemnification obligations shall be limited to claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, tangible property (other than the Work itself), including loss of use resulting there from.
- c. The indemnification obligations shall be further limited to the extent of responsibility for the claims, damages, losses, and expenses on a comparative basis of fault and responsibility between Subcontractor and Contractor, and between others obligated to indemnify or to be indemnified hereunder. "Comparative basis of fault and responsibility" shall be determined on the basis of existing facts independently of any statutory or judicial definition that might otherwise be deemed to be applicable. Further, whether arising in contract, tort, warranty, indemnity, or otherwise, the Parties signatory hereto shall not be liable to the other Party for loss of use, loss of profits, or any special, incidental or consequential damages, or any project site pre-existing conditions.
- d. These obligations with respect to indemnification shall survive completion or termination of this Subcontract.
- e. To enable Subcontractor to conduct activities related to the Scope of Services of this Subcontract, it may be necessary for Contractor to disclose proprietary or confidential information, either of Contractor's own business dealings or that of its Customer, to Subcontractor. In that regard, Subcontractor agrees, from the date of disclosure of information identified as proprietary or confidential by Contractor until a date at least three (3) years (and further subject to any Customer flowdown clauses in Exhibit C) after completion of this Subcontract, Subcontractor will treat the information in strictest confidence and will not disclose it to third parties unless the information:
 - 1. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by Subcontractor; and/or
 - 2. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to Contractor with respect to the information.

Article 26: Safety

- a. Subcontractor is required to perform Subcontractor's Work in a safe and reasonable manner. Subcontractor shall seek to avoid injury, loss, or damage to persons or property. Subcontractor, when

applicable to the work being performed, shall implement appropriate safety measures pertaining to Subcontractor's Work.

- b. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility therefore. Subcontractor shall notify Contractor immediately following an accident and promptly confirm the notice in writing within twenty-four (24) hours. Subcontractor shall indemnify Contractor for fines, or penalties imposed on Contractor as a result of safety violations, but only to the extent that such fines, or penalties are caused by Subcontractor's failure to comply with applicable safety requirements, and only to the extent that such fines or penalties are determined to be Subcontractor's responsibility based on the particular failure of compliance cited.

Article 27: Miscellaneous

- a. Except as otherwise provided, all references herein to days shall be to calendar days.
- b. Words and abbreviations in this Subcontract which have well-known technical or trade meanings are used in accordance with such recognized meanings unless another definition is expressly stated.
- c. This Subcontract shall be governed by the laws of the State of Alaska.
- d. The headings of articles and sections are for convenience only and shall not modify rights and obligations created by this Subcontract.

Article 28: Additional Provisions

- a. See Exhibit C for those provisions of the Prime Contract FAR clauses that the Customer requires be specifically set forth in this Subcontract. The failure to list a FAR clause of the Prime Contract in Exhibit C shall in no way be construed to mean that such provision is inapplicable to Subcontractor. Subcontractor acknowledges and agrees that Subcontractor shall be bound by, and shall comply with, all provisions of the Prime Contract which may in any way be applicable to the Subcontract Work.
- b. Subcontractor warrants that as of the date of this Agreement, neither the Subcontractor nor any of its principals is disbarred, suspended, or proposed for debarment by the Federal Government.

Article 29: Complete Agreement

This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein and supersedes all prior negotiations, representations and agreements, either written or oral. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Subcontract by their signature on page 1 and as of the day and year provided with the signature.

PRIME CONTRACT FLOWDOWN CLAUSES

The Prime Contract includes additional elements of the Agreement between the Customer and Contractor concerning the Work and/or other documents as listed in this exhibit below, or as identified as attachments hereto.

Such documents may be included herewith or are made a part hereof by reference herein, whether previously provided or not. Any such documents not readily available to Subcontractor may be requested by Subcontractor and one copy thereof shall be provided by Contractor at no additional cost. Such copies shall be considered to be provided when made available in electronic form or when the public location (i.e. internet address) to such electronic files is made available.

GENERAL CONDITIONS AND AGREEMENT BETWEEN CUSTOMER AND CONTRACTOR INCLUDING BUT NOT LIMITED TO APPLICABLE PROVISIONS OF FEDERAL ACQUISITION REGULATIONS

- a. The clauses, pages, or paragraphs in this Exhibit C, are from the Contractor's Prime Contract and are incorporated herein and made a part of this Agreement. In all such clauses, for the purposes of this agreement, unless specifically altered in the numbered paragraphs below or because the context of the clause requires otherwise, the term “Contractor” shall mean Subcontractor or subcontractor and the term “Contract” as used therein shall mean this Subcontract. The terms “Government”, “Customer”, “Contracting Officer”, and/or equivalent phrases shall have the original meaning where the rights flow from the sovereign Customer, but shall mean Contractor’s Contractor and/or Contractor’s authorized Purchasing Representative in all cases where the Subcontractor must report, furnish, inform, deliver, or respond to clause requirements.
- b. It is intended that the clauses apply to Subcontractor/Subcontractor necessary to reflect the position of Subcontractor as a subcontractor to Contractor, and to secure Subcontractor's obligations to Contractor and to the United States Government, enabling the Prime Contractor to meet its obligations under its Prime Contract with its Customer. In the event of a conflict between the language in these contract documents and the Master Agreement’s Articles, the more strict interpretation within the conflicting clauses shall apply.
- c. The Federal Acquisition Regulation (FAR) and FAR Supplement clauses set forth below are incorporated herein by this reference.

F.2 FEDERAL ACQUISITION REGULATIONS (FAR) - CLAUSES

Full text Federal Acquisition Regulations - Clauses may be accessed electronically (internet) at the following Government website: <http://farsite.hill.af.mil/>

CLAUSES INCLUDED BY REFERENCE

52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics & Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights & Requirements to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities	JUL 2018
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015

52.215-2	Audit & Records – Negotiation	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments & Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PBR) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost & Payment	AUG 2018
52.222-4	Contract Work Hours & Safety Standards Act – Overtime Compensation	MAY 2018
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports for Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization & Consent	DEC 2007
52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement	DEC 2007
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.244-6	Subcontracts for Commercial Items	AUG 2018
52.249-14	Excusable Delays	APR 1984
52.245-1	Government Property	JAN 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications & Video Surveillance Services or Equipment	AUG 2020
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure of Information	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Related Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information & Cyber Incident Reporting	OCT 2016
252.211-7003	Item Unique Identification & Valuation	MAR 2016
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic	SEP 2014
252.225-7013	Duty-Free Entry	MAY 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software & Noncommercial Computer Software Documentation	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016

552.204-9 Personal Identity Verification Requirements
552.215-70 Examination of Records by GSA

OCT 2012
JUL 2016

CLAUSES INCLUDED BY FULL TEXT

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment **NOV 2021**

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Applications

JUN 2023

a. Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

1. Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
 2. Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
 3. Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
- b. Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
- c. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)