

1. When the Goods and Services furnished are for use in connection with a U. S. Government Department of Defense (DoD) contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR provisions and the L3 Technologies General Terms and Conditions for Supply and Services Subcontracts, the FAR provisions shall control.
2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were given in full text. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties under this purchase order and effect the proper intent of the provision except where further clarified or modified below. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.
3. U.S. GOVERNMENT SUBCONTRACT
 - (a) This Contract is entered into by the parties in support of a U.S. Government contract.
 - (b) As used in the FAR clauses referenced below and otherwise in this Contract:
 - (i) "Contract", as defined in L3 General Terms and Conditions for Supply and Services Subcontracts, section 1(n) " shall mean the Purchase Order, Subcontract, or Contract".
 - (ii) "Commercial Item" means a commercial item as defined in FAR 2.101.
 - (iii) "Contracting Officer" shall mean the U.S. Government Contracting Officer for L3's government prime contract under which this Contract is entered.
 - (iv) "SELLER" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) "Prime Contract" means the contract between L3 and the U.S. Government or between L3 and its higher-tier contractor who has a contract with the U.S. Government.
 - (vi) "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER'S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT.

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COVENANTS AGAINST CONTINGENT FEES	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.203-6
ANTI-KICKBACK PROCEDURES (less paragraph (c)(1)	52.203-7
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.203-12
CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	52.203-13
DISPLAY OF HOTLINE POSTER(S)	52.203-14
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PREVENTING PERSONAL CONFLICTS OF INTEREST	52.203-16
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PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	52.203-18
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	52.203-19
SECURITY REQUIREMENTS	52.204-2
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	52.204-9
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System For Acquisition Management (SAM) database. All information posted will be available to the general public.)	52.204-10
SERVICE CONTRACT REPORTING REQUIREMENTS	52.204-14
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	52.204-21
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.209-6
MATERIAL REQUIREMENTS	52.211-5
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15
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TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	52.213-4
AUDIT AND RECORDS-NEGOTIATION	52.215-2
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SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS	52.215-13

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REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	52.215-21
LIMITATION ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	52.215-22
LIMITATION ON PASS-THROUGH CHARGES	52.215-23
ALLOWABLE COST AND PAYMENT (The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), (c) and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.	52.216-7
FIXED FEE	52.216-8
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ADMINISTRATION OF COST ACCOUNTING STANDARDS	52.230-6
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "120 days" is changed to "60 days," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)	52.232-7
LIMITATION ON WITHHOLDING OF PAYMENTS	52.232-9
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GOVERNMENT PROPERTY ("Contracting Officer" means "L3" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes L3. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "L3 and except in paragraphs (d)(2) and (g) where the term includes L3. The following is added as paragraph (n) "SELLER shall provide to L3 immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")	52.245-1
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VALUE ENGINEERING	52.248-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "90 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days."	52.249-2

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TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted.	52.249-5
TERMINATION (COST-REIMBURSEMENT) (Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV applies if this is a labor hour or time and materials contract.)	52.249-6
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	52.249-8
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<i>CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:</i>	
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Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10
Certification Regarding Responsibility Matters	52.209-5
Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6
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Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification	52.225-25
Cost Accounting Standards Notices and Certifications	52.230-1
<p>ADDITIONAL CLAUSES:</p> <p><u>TRUTH IN NEGOTIATIONS</u></p> <p>Certified Cost or Pricing Data (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.</p> <p>1. Indemnification If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.</p> <p>The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.</p> <p>If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:</p> <p>i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and</p> <p>ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.</p> <p>2. Certified Cost or Pricing Data for Changes Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.</p>	

When required to obtain certified cost or pricing data or “Other Than Certified Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

DISPUTES – GOVERNMENT CONTRACTS

Any reference to the “Disputes clause” in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts

i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, “DISPUTES”, as found in L3 Technologies General Terms and Conditions for Supply and Services Subcontracts.

ii. 1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.

iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.

iv. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.

v. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as amended.

SUBMISSION OF INCURRED COST PROPOSALS (T&M AND COST REIMBURSABLE ONLY)

Seller shall submit its annual incurred cost proposal required by FAR 52.216-7 to Seller’s cognizant U.S. Government audit agency within six (6) months after the end of Seller’s fiscal year. Seller shall confirm its submission in writing to Buyer, to include the date of its incurred cost proposal submission to the

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<p>aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to Buyer within thirty (30) days of the Seller's incurred cost submission. Seller agrees that the audit results shall be reflected in timely adjustments to the prices paid by Buyer to Seller under this Subcontract as reflected in Seller's invoices to Buyer. Seller hereby grants its permission for Seller's cognizant U.S. Government audit agency to provide a copy of any resultant audit report to Buyer.</p>	
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