

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract unless made inapplicable by their respective notes, if any. When a clause uses a word or term that is defined in the FAR or DFARS, the word or term shall have the same meaning as in the definition in FAR 2.101 or DFARS 202.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR or DFARS supplement where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. The effective version of the FAR/DFAR Clauses shall be the version in effect as of the date this Order is issued unless a different version appears in Galvion's Government Contract, in which case the version in Buyer's Government Contract applies. If applicable, class deviations found at

https://www.acquisition.gov
shall take precedence over the relevant flow down. If corresponding FAR and DFARS clauses are referenced, DFARS has first precedence, followed by the FAR.

#### A. GOVERNMENT SUBCONTRACT

This Contract is entered into by GALVION and SELLER in support of a U.S. Government Contract.

As used in the clauses referenced below and otherwise in this Contract:

- "Commercial Item" means a commercial item as defined in FAR 2.101 or DFARS 202.101.
- 2. "Contract" means this Contract.
- 3. "Contractor" means SELLER, acting as the immediate (first-tier) subcontractor to GALVION.
- 4. "Prime Contract" means the contract between GALVION and the U.S. Government or between GALVION and its higher-tier contractor in support of a contract with the U.S. Government.
- 5. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract. In all clauses listed herein, the terms "Government," "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change when 1) a right, act, authorization or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized representative

and/or when 2) title to property is to be transferred directly to the Government.

If any of the following clauses do not apply to this Subcontract/Purchase Order, as defined in the respective FAR or DFARS provision, such clauses are considered to be self-deleting.

#### B. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER shall, at the request of GALVION, accept amendments to this Contract to incorporate additional clauses and provisions herein or to change clauses and provisions hereof, as GALVION may reasonably deem necessary in order to comply with the clauses and provisions of the applicable Prime Contractor with the clauses and provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the price of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Contract Direction/Changes" clause of this Contract.

#### C. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If GALVION furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that GALVION, acting on its own behalf, may modify or limit any rights the Government may have to authorize the SELLER's use of such Furnished Items in support of other U.S. Government prime contracts.

#### D. FAR FLOWDOWN CLAUSES

In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to this Contract as defined by the respective FAR clause or provision:

- 1. The following clauses apply to this Contract as defined by the respective FAR clause (for Commercial and Non-Commercial Items):
- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (applies if the Order is funded in whole or in part with Recovery Act funds)
- 52.203-16 Preventing Personal Conflicts of Interest (applies to Orders that include a requirement for services by contractor employee(s) that involve acquisition functions closely associated with inherently



	governmental functions for, or on behalf of, a federal agency or department)	52.211-5	Material Requirements
52.203	-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.211-15	Defense Priority and Allocation Requirements (applies to Orders that contain a DPAS rating)
52.204-2	Security Requirements (applies if work involves access to classified information)	52.215-2Alt	t II Audit and RecordsNegotiation (Oct 2010) - Alternate II.
52.204-2Alt	ISecurity Requirements – Alternate I	52.215-10	Price Reduction for Defective Certified Cost or
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper		Pricing Data (applies if submission of certified cost or pricing data is required. Rights and obligations under this clause shall survive completion of the Work and final payment under
52.204-7	System for Award Management		this Contract).
52.204-9	Personal Identity Verification of Contractor Personnel (applies if the Order requires routine access to a Federally-controlled facility and/or to a Federally controlled information system)	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (applies if submission of certified cost or pricing data is required)
52.204-19	Incorporation by Reference of Representations and Certifications	52.215-15	Pension Adjustments and Asset Reversions (applies to Orders for which certified cost or pricing data will be required)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applies if the Order may result in federal contract information residing in	52.215-16	Facilities Capital Cost of Money
	or transiting through its information system)	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities		Pensions (applies to Orders for which certified cost or pricing data will be required)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	52.215-19	Notification of Ownership Changes (applies to Orders for which certified cost or pricing data will be required)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (applies if the submission of certified cost or pricing data is required)
52.204-26	Covered Telecommunications Equipment or Services - Representation	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing
52.204-27	Prohibition on a ByteDance Covered Application		Data - Modifications (applies if submission of certified cost or pricing data or data other than certified cost or pricing data may be required for
52-204-701	2 Safeguarding Covered Defense Information and Cyber Incident Reporting		modifications)
52.207-5	Option to Purchase Equipment	52.215-21A	Alt II Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications - Alternate II
52.208-8	Required Sources for Helium and Helium Usage Data (applies if Order involves a major helium requirement)	52.215-21A	Alt III Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications - Alternate III
52.209-5	Certification Regarding Responsibility Matters	52 215-21 <u>0</u>	Alt IV Requirements for Certified Cost or Pricing
52.209-10	Prohibition on Contracting with inverted Domestic Corporations	32.213 ZIA	Data and Data Other Than Certified Cost or Pricing Data Modifications - Alternate IV

52.210-1 Market Research



52.215-22	Limitations on Pass Through Charges – Identification of Subcontract Effort (when subcontract or lower tier subcontract is for more than 70% of the total cost of work)	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (applies if the Order involved manufactured end products that may contain or be manufactured with	
52.216-7	Allowable Cost and Payment (Only section (h) applies)		ozone-depleting substances)	
52.216-7Alt	II Allowable Cost and Payment - Alternate II	52.224-2	Privacy Act (applies if the Order requires the design, development, or operation of a system of records on individuals)	
52.216-8	Fixed Fee	52.224-3	Privacy Training	
52.222-1	Notice to the Government of Labor Disputes	52.223-6		
52.222-3	Convict Labor		Drug-Free Workplace	
52.222-21	Prohibition of Segregated Facilities	52.225-1	Buy American Act – Supplies (applies if the clause is included in Galvion's Government Contract unless specifically exempted by Galvion	
52.222-26	Equal Opportunity and Alt I		in writing)	
52.222-29	Notification of Visa Denial	52.225-3	Buy American Act—Free Trade Agreements— Israeli Trade Act (applies if the clause is included	
52.222-41	Service Contract Labor Standards (applies if the Order exceeds \$2,500 and is subject to the Service Contract Labor Standards statute)		in Galvion's Government Contract unless specifically exempted by Galvion in; Alt I and II apply if included in Galvion's Government Contract)	
52.222-50	Combating Trafficking in Persons (Paragraph (h) only applies if Subcontract exceeds \$550,000 and work is to be performed outside the United States)	52.225-4	Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (Applies only if 52.225-3 applies.)	
52.222-55	Minimum Wages under Executive Order 13658 (applies if the Order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements statute and is to be performed in whole or in part in the United	52.225-5	Trade Agreements (applies if the clause is included in Galvion's Government Contract unless specifically exempted by Galvion in writing)	
	States)	52.225-6	Trade Agreements – Certificate (Applies only if 52.225- 5 applies.)	
52.222-62	Paid Sick Leave under Executive Order 13706 (applies if the Order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements statute and is to be performed in whole or in part in the United States)	52.225-8	Duty-Free Entry	
		52.225-13	Restrictions on Certain Foreign Purchases	
		52.225-14	Inconsistency Between English Version and Translation of Contract	
52.223-3	Hazardous Material Identification and Material Safety Data	52.227-1	Authorization and Consent	
52.223-5	Pollution Prevention and Right-to-Know Information	52.227-1Alt	I Authorization and Consent Alternate I	
E2 222 7		52.227-3	Patent Indemnity	
52.223-7	Notice of Radioactive Materials (applies to Orders that involve servicing of items containing radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954 or other radioactive matter not requiring specific licensing where the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries) [insert "60" in the first sentence of Paragraph (a)]	52.227-3Alt I Patent Indemnity, Alternate I		
		52.227-9	Refund of Royalties (applies if the amount of royalties exceeds \$250)	
		52.227-10	Filing of Patent Applications – Classified Subject Matter (applies to Orders that cover classified subject matter)	



with the agency identified in this Contract. If no agency is gancy is identified, contact the Galvion Representative identified on the face of this Contract.)  52.227-13 Patent Rights—Ownership by the Government (Applies if this Order is for experimental, developmental, or or research work and Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-15 Additional Data Requirements (applies if the Order rivolves experimental, developmental, research, or demonstration work)  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract ()) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontract or employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to review workers' Compensation insurance coverage and/or war-hazard benefits.)  52.228-3 Peraltition of Services – Cost Reimbursement insurance coverage and/or war-hazard benefits.)  52.228-5 Peraltition of Services – Cost Reimbursement insurance coverage and/or war-hazard benefits.)  52.229-3 Price Subcontract of the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Peraltition of Services – Cost Reimbursement insurance, if applicable, are set forth in Order)  52.229-3 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (l))  52.232-7 Payment Under Time-and-Material and Labor-Hour	52.227-11	Patent Rights – Ownership by the Contractor () (Reports required by this clause shall be filed	52.237-2	Protection of Government Buildings, Equipment,
Representative identified on the face of this Contract.)  52.227-13 Patent Rights—Ownership by the Government (Applies if this Order is for experimental, developmental, or or research work and Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-15 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in the Defense Base Act would apply unless the Compact of State under this Contract (i) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractors this requirement to revoide workers' Compensation insurance coverage and/or war-hazard benefits).  52.228-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed work) in the United States or its outlying areas exceeds simplified acquisition of Research and Development (Short Frei Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold).		with the agency identified in this Contract. If no	32.237 2	
52.227-13 Patent Rights—Ownership by the Government (Applies if this Order is for experimental, developmental, or research work and Seller is not located in the United States or does not have a place of business located in the United States or of business located in the United States or of business located in the United States or of subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-16 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)  52.227-17 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act) Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply unless the Contactor elects to assume directly the liability to subcontract employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance (Defense Insurance, if applicable, are set forth in Order)  52.228-3 Federal, State and Local Taxes (Only if Fixed Price Subcontracts (except paragraphs (h) and (l))  52.246-5 Inspection of Services – Cost Reimbursement (Special Subcontracts) for Services – Cost Reimbursement (Special Subcontracts) for Services – Cost Reimbursement (Special Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.246-6 Inspection of Services – Cost Reimbursement (Special Subcontract (except paragraphs (h) and (l))		Representative identified on the face of this	52.237-3	Continuity of Services
(Applies if this Order is for experimental, developmental, or research work and Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-16 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)  52.227-17 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance (Defense and Local Taxes (Only if Fixed Price Subcontracts performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.228-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))	F2 227 42	·	52.239-1	Privacy or Security Safeguards
not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-16 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)  52.227-17 Commercial Computer Software License (applies to the acquisition of commercial computer software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-3 Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontracts performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-8 Inspection of Research and Development (Short Form)	52.22/-13	(Applies if this Order is for experimental,	52.242-1	Notice of Intent to Disallow Costs
United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)  52.227-14 Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)  52.227-15 Additional Data Requirements (applies if the Order irwolves experimental, developmental, research, or demonstration work)  52.227-16 Order involves experimental, developmental, research, or demonstration work)  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-2 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order repairs)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (1) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5 Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))		not located in the United States or does not	52.242-3	Penalties for Unallowable Costs
S2.227-14   Rights in Data – General (applies to the Order if data will be produced, furnished, or acquired)   S2.243-1 Alt I ChangesFixed Price - Alternate I		United States or is subject to the control of a	52.242-4	Certification of Final Indirect Costs
52.227-16 Additional Data Requirements (applies if the Order involves experimental, developmental, research, or demonstration work)  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply underso subcontractors this requirement to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-3 Federal, State and Local Taxes (Only if Fixed Price Subcontracts (Contract) (or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.229-3 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (ii))  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (ii))  52.233-7 ChangesCost Reimbursement installation; (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.246-5 Inspection of Services - Cost Reimbursement installation (applies acquisition threshold)  52.246-6 Inspection of Services - Cost Reimbursement inspection of Research and Development (Short Form)	52 227-14	, , ,	52.243-1	ChangesFixed Price
Order involves experimental, developmental, research, or demonstration work)  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (applies if the Order is subject to the Defense Base Act) (by the Workers' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.2245-1 Use and Charges (applies if included in Buyer's Government Contract)  52.245-1 Use and Charges (applies if included in Buyer's Government Contract)  52.246-15 Certificate of Conformance  52.246-15 Certificate of Conformance  52.246-15 Certificate of Conformance  52.246-15 Inspection of Supplies - Cost Reimbursement installation (applies) if the Order requires work on a government installation (including this sentence) in the United States or its outlying areas exceeds simplified acquisition threshold)  52.246-15 Inspection of Services - Fixed-Price (applies if the Order involves the furnishing of services)  52.246-25 Inspection of Services - Cost Reimbursement in the United States or its outlying areas exceeds simplified acquisition threshold)  52.246-6 Inspection of Research	32.227 14		52.243-1 Al	t I ChangesFixed Price - Alternate I
research, or demonstration work)  52.243-2 Alt II ChangesCost Reimbursement - Alt. II  52.227-19 Commercial Computer Software License (applies to the acquisition of commercial computer software)  52.228-3 Workers' Compensation Insurance (Defense Base Act) (applies if the Order is subject to the Defense Base Act)  52.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5 Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.243-2 Alt II ChangesCost-Reimbursement – Alt. V  ChangesCost-Reimbursement – Alt. V  Changes -Cost-Reimbursement – Alt. V  Changes -Cost-Rei	52.227-16		52.243-2	ChangesCost-Reimbursement
to the acquisition of commercial computer software)  52.228-3			52.243-2 Al	t II ChangesCost Reimbursement – Alt. II
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Base Act) (applies if the Order is subject to the Defense Base Act)  82.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  82.228-5 Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  82.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  82.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  82.244-5 Subcontracts  82.244-5 Government Property  82.245-1 II Government Property - Alternate II  82.245-1 Use and Charges (applies if included in Buyer's Government Contract)  82.246-15 Certificate of Conformance  82.246-2 Inspection of Supplies - Cost Reimbursement inspection of Supplies - Cost Reimbursement in the United States or its outlying areas exceeds simplified acquisition threshold)  82.246-5 Inspection of Services - Cost Reimbursement inspection of Research and Development (Short Form)			52.243-6	Change Order Accounting
Defense Base Act)  52.244-2 Subcontracts  S2.228-4 WORKERS' Compensation and War-Hazard Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply but for the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5 Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-9 Inspection of Research and Development (Short Form)	52.228-3		52.242-13	Bankruptcy
Insurance Overseas (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  Federal, State and Development (Short Form)			52.244-2	Subcontracts
all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))	52.228-4		52.244-5	Competition in Subcontracting
waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor- Hour Contracts (except paragraphs (h) and (i))  52.246-9  Sovernment Property  52.245-1Alt II Government Property - Alternate II  52.245-9  Use and Charges (applies if included in Buyer's Government Contract)  52.246-15  Certificate of Conformance  52.246-2  Inspection of Supplies - Cost Reimbursement  52.246-3  Inspection of Services - Fixed-Price (applies if the Order involves the furnishing of services)  52.246-5  Inspection of Services - Cost Reimbursement  52.246-6  Inspection - Time-and-Material and Labor  Hour Contracts (except paragraphs (h) and (i))  52.246-9  Inspection of Research and Development (Short  Form)		all subcontracts under this Contract (i) to which	52.244-6	Subcontracts for Commercial Items
Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.245-1Alt II Government Property - Alternate II  52.245-9  Use and Charges (applies if included in Buyer's Government Contract)  52.246-2  Inspection of Supplies - Fixed-Price  1 Inspection of Supplies - Cost Reimbursement of the Order involves the furnishing of services of the Order involves the furnishing of services of Inspection - Time-and-Material and Labor Inspection of Research and Development (Short Form)		waiver and (ii) to which the War Hazards	52.245-1	Government Property
this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-9  Seand Charges (applies if included in Buyer's Government Contract)  52.246-15  Certificate of Conformance  52.246-2  Inspection of Supplies – Cost Reimbursement the Order involves the furnishing of services)  52.246-4  Inspection of Services – Fixed-Price (applies if the Order involves the furnishing of services)  52.246-5  Inspection - Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-9  Inspection of Research and Development (Short Form)		Contactor elects to assume directly the liability	52.245-1Alt	II Government Property - Alternate II
coverage and/or war-hazard benefits.)  52.228-5  Insurance – Work on a Government Installation (applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3  Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7  Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-15  Certificate of Conformance  52.246-2  Inspection of Supplies – Cost Reimbursement the Order involves the furnishing of services of the Order involves the furnishing of services of Services – Cost Reimbursement Services of Services of Services – Cost Reimbursement Services of Services – Cost Reimbursement Services of Services – Cost Reimbursement Services of Services of Services – Cost Reimbursement Services of Services		this clause (including this sentence) imposing upon those subcontractors this requirement to	52.245-9	Use and Charges (applies if included in Buyer's Government Contract)
(applies if the Order requires work on a government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-3 Inspection of Supplies – Cost Reimbursement the Order involves the furnishing of services)  52.246-4 Inspection of Services – Fixed-Price (applies if the Order involves the furnishing of services)  52.246-5 Inspection of Services – Cost Reimbursement Services – Cost Reimbursement Inspection – Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-9 Inspection of Research and Development (Short Form)			52.246-15	Certificate of Conformance
government installation; kinds and amounts of insurance, if applicable, are set forth in Order)  52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-3 Inspection of Supplies – Cost Reimbursement the Order involves the furnishing of services)  52.246-4 Inspection of Services – Cost Reimbursement the Order involves the furnishing of services)  52.246-5 Inspection - Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-9 Inspection of Research and Development (Short Form)	52.228-5		52.246-2	Inspection of Supplies- Fixed-Price
52.229-3 Federal, State and Local Taxes (Only if Fixed Price Subcontract performed wholly or partly in the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-4 Inspection of Services – Fixed-Price (applies if the Order involves the furnishing of services)  52.246-5 Inspection of Services – Cost Reimbursement Services – Cost Reimbursement Inspection – Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-6 Inspection of Research and Development (Short Form)		government installation; kinds and amounts of	52.246-3	Inspection of Supplies – Cost Reimbursement
the United States or its outlying areas exceeds simplified acquisition threshold)  52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-5 Inspection of Services – Cost Reimbursement in Specification of Services – Cost Reimbursement in Specific	52.229-3	Federal, State and Local Taxes (Only if Fixed	52.246-4	
52.232-7 Payment Under Time-and-Material and Labor-Hour Contracts (except paragraphs (h) and (i))  52.246-6 Inspection - Time-and-Material and Labor-Inspection of Research and Development (Short Form)		the United States or its outlying areas exceeds	52.246-5	Inspection of Services – Cost Reimbursement
Hour Contracts (except paragraphs (h) and (i)) 52.246-9 Inspection of Research and Development (Short Form)	E2 222 7		52.246-6	Inspection - Time-and-Material and Labor
52 232-40 Providing Accelerated Payments to Small	32.232-7		52.246-9	
Business Subcontractors (applies to Orders with 52.246-16 Responsibility for Supplies small business concerns)	52.232-40		52.246-16	Responsibility for Supplies
52.233-3 Protest After Award 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)	52.233-3	·	52.246-26	•



52.247-35 F.O.B. Destination, Within Consignee's Premises 52.247-36 F.A.S. Vessel, Port of Shipment		6. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$35,000 (for Commercial and Non-Commercial Items):			
32.247 30	1.7	is. vessel, fore of shipmene	Commercial 1cc	1113).	
52.247-63		ference for U.SFlag Air Carriers (applies to ers involving international air transportation)	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
52.247-64		ference for Privately Owned U.SFlag nmercial Vessels		(Seller shall furnish to Galvion the information required by Para. (b))	
52.253-1	Cor	nputer Generated Forms	7. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000 or the Simplified Acquisition Threshold \$250,000 for Department of Defense (for Commercial and Non-Commercial Items):		
defined by	the ials	ng additional clauses apply to this Contract as respective FAR clause if the value of this or exceeds \$3,500 (for Commercial and Non-is):			
52.222-54	Em	ployment Eligibility Verification	52.203-5	Covenant Against Contingent Fees	
		ng additional clauses apply to this Contract as	52.203-6	Restrictions on Subcontractor Sales to the Government	
Contract equ	als o	respective FAR clause if the value of this or exceeds \$10,000 (for Commercial and Non-	52.203-7	Anti-Kickback Procedures	
Commercial : 52.222-3		convict Labor	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 52.203-	
52.222-2	27	Affirmative Action Compliance Requirements		10 Price or Fee Adjustment for Illegal or Improper Activity	
F2 222	40	for Construction	52.202-10	Price or Fee Adjustment for Illegal or Improper Activity	
52.222-40		Notification of Employee Rights under the National Labor Relations Act (applies if Order will be performed wholly or partially in the United States)	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	
52.223-	18	Encouraging Contractor Policies to Ban Text Messaging While Driving	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	
		ng additional clauses apply to this Contract as respective FAR clause if the value of this	52.203-16	Preventing Personal Conflicts of Interest	
		,	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	
52.222-20		Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	52.215-2	Audit and Records – Negotiation	
52.222-36		Equal Opportunity for Workers with Disabilities	52.215-14	Integrity of Unit Prices	
5. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000 (for Commercial and Non-Commercial Items):  52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards Note: GALVION requires that all SELLERS register and annually update the System for Award Management (SAM)		52.219-8	Utilization of Small Business Concerns		
		ne respective FAR clause if the value of this als or exceeds \$30,000 (for Commercial and Noncems):  Reporting Executive Compensation and First-Tier Subcontract Awards Note: GALVION requires that all SELLERS register and annually update the System for Award	52.222-4	Contract Work Hours and Safety Standards— Overtime (Only paragraphs (a) through (d) and Subcontractor agrees to include these	
			52.222-17	provisions in all lower-tier subcontracts)  Nondisplacement of Qualified Workers Seller s hall honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor	



Scale of the complete of the Subcontractor needed to comply with paragraphs (d) and (e) of this clause; and the record keeping requirements of (f).  52.222-35		subcontractors working under this contract, as well as of a predecessor Contractor and its Subcontractors. Seller will provide	52.219-16 L	iquidated Damages – Subcontracting Plan Does not apply to small business concerns)
S2.222-35   Equal Opportunity for Veterans (applies to Orders that exceed \$150,000 unless exempted by rules, regulations or orders of the Secretary of Labor) and Alt I   S2.215-12   Subcontractor Certified Cost or Pricing Data — Modifications		Galvion with the information about the service employees of the Subcontractor needed to comply with paragraphs (d) and (e) of this clause; and the record keeping	defined by th Contract equal	e respective FAR clause if the value of this is or exceeds \$2,000,000 (for Commercial and
orders that exceed \$150,000 unless exempted by rules, regulations or orders of the Secretary of Labor) and Alt I  52.222-37 Employment Reports Veterans  52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alt I applies if included in Galvion's Government Contract)  52.223-15 Energy Efficiency in Energy-Consuming Products  52.223-16 Acquisition of EPEAT (R) - Registered Personal Computer Products  52.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts  52.223-19 Compilance with Environmental Management Systems  52.223-19 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Subcontracts  52.227-2 Subcontracts  52.227-3 Subcontracting Cost Contract and Conduct (applies where performance period is more than 120 days) [Tooyemment' and "Contracting Officer" do not change]  52.227-1 Authorization and Consent  52.227-2 Subcontracts  52.227-2 Subcontracts  52.227-2 Subcontracts  52.227-2 Subcontracts  52.228-1 Value Engineering  52.230-3 Disclosure and Consistency of Cost Accounting Practices  52.230-3 Disclosure and Consistency of Cost Accounting Practices  52.230-5 Cost Accounting Standards  52.230-6 Administration of Cost Accounting Standards  52.230-6 Administration of Cost Accounting Standards	F2 222 2F		52.214-26	Audit and Records – Sealed Bidding
S2.223-37   Employment Reports Veterans	52.222-35	Orders that exceed \$150,000 unless exempted	52.215-12	Subcontractor Certified Cost or Pricing Data
Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alt 1 applies if included in Galvion's Government Contract)			52.215-13	
Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alt I applies if included in Galvion's Government Contract)  52.223-15 Energy Efficiency in Energy-Consuming Products  52.223-16 Acquisition of EPEAT (R) - Registered Personal Computer Products  52.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts  52.223-19 Compliance with Environmental Management Systems  52.223-19 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.224-2 Subcontracts  52.244-2 Subcontracts  52.244-2 Subcontracts  52.244-2 Subcontracts  52.244-2 Subcontracts  52.244-2 Subcontracts  53.245 Menalization of Subcontract and Management Acquisition and Consent Ensuring Adequate Covided in part within the United States)  52.230-2 Cost Accounting Standards  52.230-3 Disclosure and Consistency of Cost Accounting Standards are applicable as stated in the Purchase Order.  52.230-3 Disclosure and Consistency of Cost Accounting Practices  52.230-4 Disclosure and Consistency of Cost Accounting Practices  52.230-5 Cost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.222-37	Employment Reports Veterans	F2 24F 22	
if included in Galvion's Government Contract)  52.223-15 Energy Efficiency in Energy-Consuming Products  52.223-16 Acquisition of EPEAT (R) - Registered Personal Computer Products  52.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts  52.223-19 Compliance with Environmental Management Systems  52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.224-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract as defined by the respective FAR clause of the value of this Contract as defined by the respective FAR clause of the value of this Contract as defined by the respective FAR clause if the value of this Contract as defined by the respective FAR clause if the value of this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-5 Lost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.223-9		52.215-22	
52.223-16 Acquisition of EPEAT (R) - Registered Personal Computer Products  52.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contract  52.223-19 Compliance with Environmental Management Systems  52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.244-2 Subcontracts  52.248-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items):  52.203-13 Contractor Code of Business Ethics and Conduct (applies where performance period is more than 120 days) ["Government" and "Contracting Officer" do not change]  52.203-13 Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)  52.203-14 Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.230-2 Cost Accounting Standards  52.230-2 Cost Accounting Standards  52.230-3 Disclosure and Consistency of Cost Accounting Practices  62.230-3 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  62.230-5 Cost Accounting Standards—Educational Institution  52.230-5 Cost Accounting Standards—Educational Institution			52.215-23	
52.223-16 Acquisition of EPEAT (R) - Registered Personal Computer Products  52.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts  52.223-19 Compliance with Environmental Management Systems  52.223-9 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.248-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items):  10. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items):  10. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items):  10. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-2 Cost Accounting Standards—Educational Institution  52.230-5 Cost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.223-15	Energy Efficiency in Energy-Consuming Products	52 242-3	Penalties for Unallowable Costs
S2.223-17 Affirmative Procurement of EPA-Designated Items in Service MAY 2008 and Construction Contracts  S2.223-19 Compliance with Environmental Management Systems  S2.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contract to is Guerratic for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  S2.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  S2.2248-1 Value Engineering  S2.2248-1 Value Engineering  Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  Sadefined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 (for Commercial and Non-Commercial Items):  S2.203-13 Contractor Code of Business Ethics and Conduct (applies where performance period is more than 120 days) ["Government" and "Conduct (applies where performance period is more than 120 days) ["Government" and Conduct (applies where performance period is more than 120 days) ["Government" and "Contract on the acquisition of a conduct (applies where performance period is more than 120 days) ["Government" and "Contract on the acquisition of a commercial item or is performed entirely outside the United States)  S2.203-14 Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)  The following provisions pertaining to Cost Accounting Standards  S2.230-2 Cost Accounting Standards  S2.230-3 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  S2.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  Adefined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  S2.230-6 Administration of Cost Accounting Standards	52.223-16			
Contracts  52.223-19 Compliance with Environmental Management Systems  Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  E. COST ACCOUNTING STANDARDS  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.244-2 Subcontracts  52.248-1 Value Engineering  The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business  52.230-3 Contractor Code of Business Ethics and Conduct (applies where performance period is more than 120 days) ["Government" and "Conduct (applies where performance period is more than 120 days) ["Government" and "Conduct (applies where performance period is more than 120 days) ["Government" and "Contracting Plan (DEVIATION 2016-00009) (Does not apply to small business  52.203-13 Contract of Cost Accounting Standards  52.203-2 Cost Accounting Practices  52.230-3 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  52.230-5 Cost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.223-17	Affirmative Procurement of EPA-Designated	as defined by Contract equal	the respective FAR clause if the value of this s or exceeds \$5,500,000 (for Commercial and
Conduct (applies where performance period is more than 120 days) ["Government" and "Contracting Officer" do not change]		Contracts		•
Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part within the United States)  52.227-1 Authorization and Consent  52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  52.227-2 Subcontracts  52.244-2 Subcontracts  52.248-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  52.2230-1 Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely outside the United States)  52.203-14 Display of Hotline Poster(s) (applies unless this Order acquisition of a commercial item or is performed entirely outside the United States)  52.203-14 Display of Hotline Poster(s) (applies unless this Order acquisition of a commercial item or is performed entirely outside the United States)  52.207-2 Cost Accounting Standards  52.230-2 Cost Accounting Standards  52.230-3 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  52.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  52.230-5 Cost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.223-19		52.203-13	Conduct (applies where performance period is more than 120 days) ["Government" and
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  The following provisions pertaining to Cost Accounting Standards are applicable as stated in the Purchase Order.  52.244-2 Subcontracts  52.248-1 Value Engineering  Subcontract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  The following provisions pertaining to Cost Accounting Standards  52.230-2 Cost Accounting Standards  52.230-3 Disclosure and Consistency of Cost Accounting Practices  Accounting Practices—Foreign Concerns  Cost Accounting Standards—Educational Institution  52.230-5 Cost Accounting Standards—Educational Institution  52.230-6 Administration of Cost Accounting Standards	52.223-99	for Federal Contractors (Deviation) (If Subcontract is for services (including construction) performed in whole or in part	52.203-14	Display of Hotline Poster(s) (applies unless this Order is for the acquisition of a commercial item or is performed entirely
Copyright Infringement  Standards are applicable as stated in the Purchase Order.  52.230-2  Cost Accounting Standards  52.248-1  Value Engineering  Standards are applicable as stated in the Purchase Order.  52.230-2  Cost Accounting Standards  52.230-3  Disclosure and Consistency of Cost Accounting Practices  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-4  Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  Accounting Practices—Foreign Concerns  52.230-5  Cost Accounting Standards—Educational Institution  52.230-5  Administration of Cost Accounting Standards	52.227-1	Authorization and Consent	E. COST A	ACCOUNTING STANDARDS
52.244-2 Subcontracts  52.248-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-5 Cost Accounting Standards—Educational Institution  52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  52.230-6 Administration of Cost Accounting Standards	52.227-2			
52.248-1 Value Engineering  8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-5 Cost Accounting Standards—Educational Institution  52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business)  52.230-6 Administration of Cost Accounting Standards	52 244-2	Subcontracts	52.230-2	Cost Accounting Standards
8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-4 Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns  Cost Accounting Standards—Educational Institution  52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business 52.230-6 Administration of Cost Accounting Standards			52.230-3	
defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000 (for Commercial and Non-Commercial Items):  52.230-5  Cost Accounting Practices—Foreign Concerns  Cost Accounting Standards—Educational Institution  52.219-9  Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business  52.230-6  Administration of Cost Accounting Standards	52.248-1	Value Engineering		Accounting Practices
52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-00009) (Does not apply to small business 52.230-6 Administration of Cost Accounting Standards	defined by	the respective FAR clause if the value of this	52.230-4	•
2016-00009) (Does not apply to small business 52.230-6 Administration of Cost Accounting Standards		•	52.230-5	
	52.219-9	2016-00009) (Does not apply to small business	52.230-6	Administration of Cost Accounting Standards

52.219-9Alt II Small Business Subcontracting Plan - Alternate



		LOWDOWN CLAUSES			services (including construction) performed in whole or in part within the United States)
Note: If the respective PO or Subcontract identifies this as non- Department of Defense, then the following clauses do not		252	2.225-7013	Duty-Free Entry	
apply:			252	2.225-7021	Trade Agreements
define	ed by t	g additional clauses apply to this Contract as he respective DFARS clause (for Commercial	252	2.225-7048	Export-Controlled Items
and N 252,203-7		mmercial Items):	252	2.227-7013	Rights in Technical Data—Noncommercial Items
232.203-7	7000	Requirements Relating To Compensation Former DOD Officials	252	252.227-7014	Rights in Noncommercial Computer
252.203-7	7002	Requirements to Inform Employees of Whistleblower Rights			Software and Noncommercial Computer Software Documentation
252.204-7	7003	Control of Government Personnel Work	252	2.227-7016	Rights in Bid or Proposal Information
		Product	252	2.231-7000	Supplemental Cost Principles
252.204-7	7008	Compliance with Safeguarding Covered Defense Information Controls	252	2.243-7001	Pricing of Contract Modifications
252.204-7	7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252	2.244-7000	Subcontracts for Commercial Items
			252	2.244-7001	Contractor Purchasing System Administration-Basic
252.204-7	7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	252	2.245-7004	Reporting, Reutilization and Disposal
252.204-7	7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	<ol> <li>The following additional clauses apply to this Cont defined by the respective DFAR clause if the value Contract equals or exceeds \$150,000 (for Comme and Non-Commercial Items):</li> </ol>		the respective DFAR clause if the value of this uals or exceeds \$150,000 (for Commercial
252.204-7	7015	Notice of Authorized Disclosure of Information for Litigation Support	252	2.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies
252.204-7	7019	Notice of NIST SP 800-171 DoD Assessment Requirements	252	2.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a
252.204-7	7020	NIST SP 800-171 DoD Assessment			Country that is a State Sponsor of Terrorism
		Requirements	252	2.223-7004	Drug-Free Work Force
252.204-7	/021	Cybersecurity Maturity Model Certification Requirements	252	2.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation
252.211-7	7003	Item Unique Identification and Valuation			2021-00009) (If Subcontract is for services (including construction) performed in whole
252.215-7	7000	Pricing Adjustments – If FAR 52-215.11, 12, or 13 is used	252	2.225-7012	or in part within the United States)  Preference for Certain Domestic
252.219-7	7003	Small Business Subcontracting Plan (DoD Contracts) (If FAR 52 219.9 applies)	232		Commodities
252.222-7	7006	Restrictions on the Use of Mandatory Arbitration Agreements	<ol> <li>The following additional clauses apply to this Contr defined by the respective DFAR clause if the value Contract equals or exceeds \$500,000 (for Non- Commercial Items):</li> </ol>		the respective DFAR clause if the value of this uals or exceeds \$500,000 (for Non-
252.223-7	7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (If Subcontract exceeds simplified acquisition threshold and is for	252	2.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns



4.	defined by the Contract equ	g additional clauses apply to this Contract as he respective DFAR clause if the value of this uals or exceeds \$5,500,000 (for Commercial mmercial Items):	252.222-7000	Restrictions on Employment of Personnel (applies if noncontiguous state is identified in Buyer's Government Contract)
252.203-7003 Ag		Agency Office of the Inspector General	252.222-7002	Compliance with Local Labor Laws (Overseas) (applies if the Order is for services to be performed outside of the
252	2.203-7004	Display of Fraud Hotline Poster(s) (applies in lieu of FAR 52.203-14)		United States and its outlying areas)
5.	Orders also exempt:	include the following unless otherwise	252.223-7001	Hazard Warning Labels (applies if the Order involves the submission of hazardous material data sheets)
252	204-7000	Disclosure of Information	252.223-7002	Safety Precautions for Ammunition and Explosives (applies if articles furnished under this Order contain ammunition or explosives, including liquid and solid
252	204-7005	Oral Attestation of Security Responsibilities		
252	2.208-7000	Intent to Furnish Precious Metals as Government Furnished Material (applies		propellants)
		unless the Order does not involve the purchase of precious metals)	252.223-7003	Change in Place of Performance –  Ammunition and Explosives (applies if the
252	209-7009	Organizational Conflict of Interest- Major Defense Acquisition Program (applies to Orders for systems engineering and		Order is subject to mandatory safety requirements regarding arms, ammunition, and explosives)
		technical assistance for major defense acquisitions programs or pre-major defense acquisition programs)	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials and Alt I (applies to Orders which require, may require, or permit Seller to access a DoD installation)
252	2.211-7003	Item Identification and Valuation (applies if the Order requires articles produced to contain unique item identification; apply Alt I if included in Galvion's Government Contract)	252.223-7008	Prohibition of Hexavalent Chromium (applies to an Order for supplies, maintenance or repair services, or construction materials)
252.211-	2.211-7006	Passive Radio Frequency Identification (Applies if this Order will require shipment	252.225-7001	Buy American and Balance of Payments Program
	of items meeting the criteria at DFAR 211.275-2.)	of items meeting the criteria at DFAR	252.225-7002	Qualifying Country Sources as Subcontractors
252	2.211-7007	Reporting of Government Furnished Property	252.225-7004	Report of Intended Performance Outside the United States and CanadaSubmission after Award
252	219-7003	Small Business Subcontracting Plan (DoD Contracts) (applies if FAR 52.219-9 applies to the Order; Alt I applies if included in Galvion's Government Contract)	252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies to items covered by the United States Munitions List)
252	2.219-7004	Small Business Subcontracting Plan (Test Program) (Applies if this Order offers subcontracting opportunities, is expected to exceed \$700,000, is required to include FAR 52.219-8, and the clauses at: FAR 52.219-9 and DFARS 252.219-7003; FAR 52.219-9 with its Alternate III and DFARS 252.219—7003 Alternate I; or DFARS 252.219-7004.)	252.225-7008	Restriction on Acquisition of Specialty Metals (applies if specialty metals are to be delivered under the Order)
			252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if the articles to be furnished contain specialty metals) [Exclude paragraph (d)]
			252.225-7012	Preference for Certain Domestic Commodities



		252 245 7004	Deporting Poutilization and Disposal
252.227-7000	Non-estoppel	252.245-7004	Reporting, Reutilization and Disposal
252.227-7015	Technical DataCommercial Items	252.246-7001	Warranty of Data
252.227-7019	Validation of Asserted Restrictions Computer Software	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.227-7020	Rights in Special Works	252.247-7023	Transportation of Supplies by Sea
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	252.247-7024	Notification of Transportation of Supplies by Sea
252.227-7026	Deferred Delivery of Technical Data or Computer Software		
252.227-7027	Deferred Ordering of Technical Data or Computer Software		
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government		
252.227-7030	Technical DataWithholding Of Payment		
252.227-7037	Validation of Restrictive Markings on Technical Data		
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) – Less item (k)		
252.227-7039	Patents – Reporting of Subject Inventions		
252.228-7001	Ground and Flight Risk		
252.239-7001	Information Assurance Contractor Training and Certification		
252.239-7010	Cloud Computing Services		
252.242-7004	Material Management and Accounting System		
252.242-7006	Accounting System Administration		
252.243-7001	Pricing Of Contract Modifications		
252.244-7001	Contractor Purchasing System Administration		
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property		
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property		
252.245-7002	Reporting Loss of Government Property		

252.245-7003 Contractor Property Management System

Administration