

MARVIN ENGINEERING CO., INC.
PURCHASE ORDER GENERAL TERMS AND CONDITIONS
(January 1, 2024 Version)

1. DEFINITIONS

The following terms shall have the meanings set forth below:

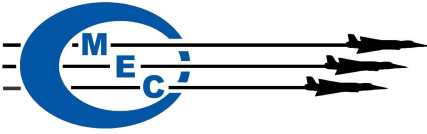
- (a) "Changes" means new or different drawings, designs, specifications, processes, method of shipping or packing, place or type of inspection, point of delivery or Incoterms, delivery schedule quantity, or price, as compared to the most recent version of a released Purchase Order and its referenced documents, exhibits and attachments.
- (b) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type of designation, including these General Terms and Conditions, all referenced documents, exhibits and attachments. If these General Terms and Conditions are incorporated into a master agreement that provides for releases (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (c) "CRITICAL SUPPLIER" means a supplier that provides MARVIN with essential Work that, if not provided on time or in accordance with the requirements of a MARVIN Purchase Order, has a high risk of causing a severe business disruption for MARVIN. MARVIN may designate SELLER as a CRITICAL SUPPLIER in writing, either on the face of a Purchase Order or within the terms and conditions of a long-term agreement.
- (d) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (e) "MARVIN" means MARVIN ENGINEERING CO., INC., acting through its wholly owned subsidiaries or business units as identified on the face of this Contract.
- (f) "MARVIN Procurement Representative" means a person working as a member of MARVIN's procurement organization acting within the course and scope of their job title and function to execute and/or administer this Contract. For purposes of clarity, MARVIN engineers, program managers, and technical personnel are never authorized to execute or administer this Contract, nor are they authorized to make or modify other financial commitments with SELLER on behalf of MARVIN.
- (g) "Purchase Order" or "PO" means a complete and approved commercial document intended for the purchase of goods or services issued by a MARVIN Procurement Represented and physically or electronically delivered to SELLER. For purposes of clarity, the communication of solely a PO number, separate from the signed PO document, does not constitute delivery of a complete commercial document.
- (h) "SELLER" means the party identified on the face of this Contract with whom MARVIN is contracting, together with its officers, employees, and agents.
- (i) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

2. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract Integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's signature, acknowledgment without simultaneous notification of exception, Purchase Order acceptance in email or other electronic form, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by MARVIN Procurement Representative, any additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by MARVIN and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

3. APPLICABLE LAWS

- (a) (1) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to MARVIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.
 - (2) If: (i) MARVIN's contract price or fee is reduced; (ii) MARVIN's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on MARVIN; or (iv) MARVIN incurs any other costs or damages; in each case as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, MARVIN may proceed with the remedies set forth in Section 3(a)(4).
 - (3) submission of cost or pricing data is required or requested of SELLER at any time prior to performance of this Contract, or when required as a result of a Government review or audit, or when required upon receipt of a termination settlement proposal by the Seller, then, in each case, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are inaccurate (ii) with notice of applicable cutoff dates and upon MARVIN's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are inaccurate as of the applicable cutoff date on MARVIN's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or if the U.S. Government alleges any of the foregoing and, as a result,
 - (A) MARVIN's contract price or fee is reduced
 - (B) MARVIN's costs are determined to be unallowable.



- (C) any fines, penalties, withholdings, or interest are assessed on MARVIN; or
- (4) MARVIN incurs any other costs or damages; MARVIN may proceed with the remedies set forth in this Section 3(a)(4). Upon the occurrence of any of the circumstances, other than withholdings, identified in Sections 3(a)(2) and 3(a)(3) above, MARVIN may make a reduction in a corresponding amount (in whole or in part) in the price of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), MARVIN may withhold the same amount from SELLER under this contract.
- (b) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to MARVIN hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) SELLER shall make available to MARVIN all Safety Data Sheets for any material provided to MARVIN or brought or delivered to MARVIN or MARVIN's customer's premises in the performance of this Contract as required by applicable law, including, but not limited to, the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) SELLER is responsible for understanding the origin and content of its products. SELLER shall provide a MARVIN Procurement Representative with a list of foreign end products, not including COTS, that are manufactured either abroad or in the United States that do not qualify as domestic end products. SELLER shall assist MARVIN in identifying parts and materials that are subject to the BUY AMERICAN ACT.

4. ASSIGNMENT

SELLER's may not assign this Contract or any of its rights or obligations without the prior written consent of MARVIN. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. Notwithstanding the foregoing, SELLER may assign the right to be paid amounts due, or to become due, to a financing institution if MARVIN is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of MARVIN against SELLER. MARVIN shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

5. COMMUNICATION WITH MARVIN'S CUSTOMER

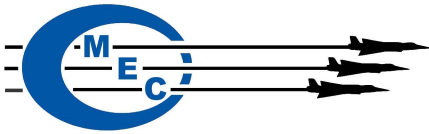
SELLER shall not communicate with MARVIN'S customer or any higher tier customer in connection with this Contract, except as expressly permitted by MARVIN in writing for the limited purpose described. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law to communicate to the Government, (2) an ethics or anti-corruption matter, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SELLER to the Government, or (4) if SELLER is a small business concern, any material matter pertaining to payment or utilization.

6. CONTRACT DIRECTION

- (a) Seller agrees that only a MARVIN Procurement Representative has authority on behalf of MARVIN to make Changes, and any such Changes must be in writing.
- (b) MARVIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a Change to Contract and shall not be the basis for equitable adjustment. If a MARVIN engineer or technical personnel renders assistance or gives advice that SELLER believes requires a Change, then SELLER shall first obtain written approval for the Change from a MARVIN Procurement Representative prior to SELLER undertaking any new or different Work.

7. COUNTERFEIT WORK

- (a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.
- (b) SELLER shall not deliver Counterfeit Work to MARVIN under this Contract.
- (c) SELLER shall only purchase products to be delivered or Incorporated as Work to MARVIN directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by MARVIN.
- (d) SELLER shall immediately notify MARVIN with the pertinent facts if SELLER becomes aware or suspects that it has delivered Counterfeit Work. When requested by MARVIN, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected Items to the applicable OCM/OEM.
- (e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- (f) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation MARVIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies MARVIN may have at law, equity or under other provisions of this Contract.



(g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to MARVIN.

8. PACKING, SHIPPING, INCOTERMS, RISK OF LOSS, TIMELY PERFORMANCE, AND DELIVERY

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the MARVIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) For any domestic shipments turned international/foreign where MARVIN will be the Importer of Record, please contact DL_MEC_ImportExport@marvineng.com prior to shipping to arrange proper customs clearance instructions in advance.

(d) Unless otherwise accepted by MARVIN in writing, all international orders are "Incoterms 2020 – DAP, MARVIN, Inglewood, CA".

(e) All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Contract. Early or late shipments may negatively impact SELLER's on-time delivery performance scores and eligibility for future business.

(f) If SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify MARVIN, in writing, giving pertinent details. This notification shall not change any delivery schedule. SELLER shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. Any additional cost caused by these requirements shall be borne by SELLER.

(g) SELLER'S timely performance is a critical element of this Contract. SELLER shall deliver Work 100% on-time in accordance with the Purchase Order.

(h) SELLER shall submit a written request to a MARVIN Procurement Representative and receive written approval prior to making any over-shipment or shipment earlier than 10 business days prior to the delivery date described on the Contract. MARVIN reserves the right to return unapproved over-shipments and early shipments at SELLER's expense. If MARVIN opts to retain an unauthorized over-shipment or early shipment, SELLER shall be liable for all storage/handling charges incurred as a result. SELLER's early shipments will not accelerate the timing of a payment without the express written consent of MARVIN Procurement Representative that both the early shipment and an earlier payment is approved.

9. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net 45 days from the latest of the following: (1) MARVIN's receipt of SELLER's proper invoice that complies with the requirements of this Contract; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by MARVIN or SELLER not to have been properly payable and shall also be subject to reduction for overpayments. SELLER shall promptly notify MARVIN of any such overpayments found by SELLER.

(c) MARVIN shall have a right to recoup or setoff, against payments due or at issue under this Contract or any other contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing MARVIN's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately in SELLER's invoice.

(f) SELLER shall send a separate invoice for each shipment and shall include the following information: (1) Purchase Order number; (2) item number; (3) part serial number (if serialized); (4) part number; (5) unit of measure; (6) unit price; (7) unit Export Control Classification Number (ECCN) or International Traffic in Arms Regulations (ITAR) designation; (8) Schedule B number; (9) Harmonized Tariff Schedule (HTS) code; (10) Country of Origin; (11) SELLER's phone number and address; (12) invoice number; (13) date prepared; (14) item quantity; (15) extended item price; and (16) total invoice value. If SELLER's "remit to" address is different than the address indicated on the Order, clearly identify the "remit to" address on the invoice. No invoice shall be issued prior to shipment of Products. Seller will also provide documentation to support its invoice as MARVIN may reasonably require. For each shipment made at MARVIN's expense (i.e., FOB Origin), SELLER shall include a copy of the freight bill (which shall include the weight of items shipped) with each invoice. MARVIN reserves the right to return invoices for failing to comply with these instructions for re-submittal of a correct invoice.

(g) Unless freight and other charges are itemized, any discount will be taken on the full amount invoiced. MARVIN has the right, without loss of discount privileges, to pay invoices covering Work 45 days after the date originally specified for delivery. Payment shall not constitute acceptance of Work.

10. DISPUTES

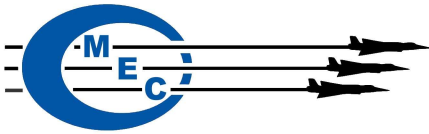
Until final resolution of any dispute under this Contract, SELLER shall diligently proceed with the performance of this Contract as directed by MARVIN.

11. ELECTRONIC CONTRACTING

This Contract may be signed or acknowledged electronically.

12. IMPORT AND EXPORT CONTROL

(a) SELLER shall provide all required information on the shipping documents as outlined in the purchase order header text and as provided for in 19CFR142.6(a). Shipping documents must be submitted to the MARVIN Global Trade Compliance team BEFORE cargo has departed origin. Please submit to DL_MEC_IMPORTEXPORT.COM for approval to ship.



(b) SELLER is responsible to ensure that a shipment of any part(s) which require(s) oversight by U.S. regulatory agencies such as, but not limited to, USDA, EPA, F&W, FDA, BATFE, NHTSA; must be accompanied by the properly completed declaration(s) and/or agency form(s). All shipments to the US of liquids or solvents require a TSCA declaration. For guidance, please contact DL_MEC_IMPORTEXPORT.COM.

(c) MARVIN is responsible for any and all declarations made to a U.S. government agency on their behalf.

(d) SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws"). Without limiting the foregoing, SELLER shall not transfer any export controlled item, technical data, technology, or service, including transfers to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower tier suppliers, unless authorized in advance by an export license (such as a Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization"), as required.

(e) SELLER shall notify MARVIN if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing MARVIN any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the MARVIN Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Agreement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the MARVIN Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier, or other source of the Work has properly determined their export classification.

(f) SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SELLER shall immediately notify the MARVIN Procurement Representative if SELLER, or any parent, subsidiary or affiliate of SELLER becomes listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

(g) If SELLER is engaged in the business of exporting, manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(h) Where SELLER is a party to or signatory under a MARVIN Export Authorization, SELLER shall provide prompt notification to the MARVIN Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require MARVIN to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to MARVIN all information and documentation as may reasonably be required for MARVIN to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Contract.

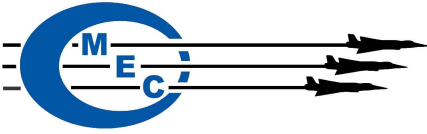
(i) SELLER shall include paragraphs (a) through (d) and this paragraph (f) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or delivered as Work to MARVIN. SELLER shall immediately notify MARVIN upon learning that any lower tier subcontractor with which it engages has become listed on the Restricted Parties List.

13. DISPUTES/INDEMNITY

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of California, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. SELLER agrees to submit to the jurisdiction of any court wherein an action is commenced against MARVIN based on a claim for which SELLER has agreed to indemnify MARVIN under this Agreement. Notwithstanding the foregoing, in all controversies or disputes between the Parties arising under this Agreement, the Parties agree to submit to the exclusive jurisdiction of the Circuit Court of Los Angeles County, California or the United States District Court for the Central District of California, Los Angeles Division, and waive any claim of either such court being an inconvenient forum or that venue lies elsewhere. In the event that either party institutes any legal suit, action or proceeding, including arbitration, against the other party arising out of or relating to this Contract, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, reasonable costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

(b) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

(b) SELLER shall defend, indemnify, and hold harmless MARVIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of



SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

14. FURNISHED PROPERTY

- (a) MARVIN may, by written authorization, provide to SELLER property owned by either MARVIN or its customer ("Furnished Property"). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain in MARVIN or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify MARVIN of, any loss or damage to Furnished Property. SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice without any additional charge, to MARVIN.
- (d) SELLER shall provide a list between November 1 and December 10 each year of any MARVIN or government owned property held on SELLER's property or within its control. At MARVIN's written request, and/or upon completion of this Contract, SELLER shall submit, in a form reasonably acceptable to MARVIN, inventory lists of Furnished Property and shall deliver to MARVIN or make such other disposal of Furnished Property as may be directed by MARVIN.
- (e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or property to which the Government may take title under this Contract.
- (f) If SELLER fails to return Furnished Property upon MARVIN's written demand, MARVIN shall have the right, upon reasonable notice, to enter SELLER's premises and remove any such Furnished Property without being liable for trespass or damages of any sort.
- (g) If SELLER cannot locate Furnished Property, the property shall be deemed "lost" and Seller must reimburse MARVIN for its full replacement cost.

15. GRATUITIES/KICKBACKS

- (a) SELLER shall not offer or provide a kickback or gratuity in any form, including but not limited to entertainment, gift cards, or other items of value to any MARVIN employee, consultant, or contractor for the purpose of encouraging or rewarding favorable treatment. Seller agrees to immediately notify MARVIN's Director or Vice President of Supply Chain if it perceives that it has received a solicitation from any Marvin representative for a kickback or gratuity that would, if acted upon, violate this Section.
- (b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are Incorporated herein by this specific reference, except that paragraph (c)(l) of FAR 52.203-7 shall not apply.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to MARVIN.

17. INFORMATION OF MARVIN

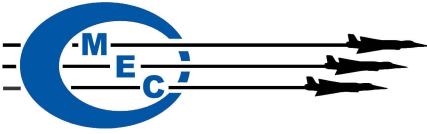
- (a) Information provided by MARVIN to SELLER remains the property of MARVIN. SELLER shall comply with the terms of any proprietary information agreement with MARVIN and comply with all proprietary information markings and restrictive legends applied by MARVIN to anything provided hereunder to SELLER. SELLER shall not use any MARVIN-provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of MARVIN. SELLER shall maintain data protection processes and systems sufficient to adequately protect MARVIN-provided information and comply with any law or regulation applicable to such information.
- (b) If SELLER becomes aware of any compromise of information provided by MARVIN to SELLER (an "Incident"), SELLER shall (i) immediately inform MARVIN of the Incident and (ii) immediately take action to investigate and contain the incident and any associated risks. As used in this Section, "compromise" means that any information provided by MARVIN has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to MARVIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.
- (c) Any MARVIN-provided Information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- (d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.
- (e) Unclassified controlled Department of Defense information shall be governed by DFARS 252.204-7012 if this Contract incorporates said clause.

18. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to MARVIN without prior execution of a proprietary information agreement by the parties.

19. INSURANCE/ENTRY ON MARVIN FACILITIES

- (a) In the event that SELLER or its subcontractors enter the site(s) of MARVIN or its customers for any reason in connection with this Contract then SELLER and its subcontractors shall maintain for the performance of this Contract (and for two years following workers compensation in all required statutory amounts, commercial general liability (CGL) and automobile liability (AL) (third party bodily



injury and property damage liability) insurance with a minimum of \$2,000,000 per occurrence limit and such other insurance as MARVIN may reasonably require. SELLER shall provide MARVIN 30 days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided, however that such notice shall not relieve SELLER of its obligations to maintain the required Insurance. SELLER shall name MARVIN as an additional insured to the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide MARVIN with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of MARVIN and is not contributory with any insurance which MARVIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Contract. Insurance coverage described herein must be in place and effective prior to commencement of any activity that is the subject of this Contract. Renewal insurance certificates, if applicable, shall be provided to MARVIN at least 15 days prior to the expiration date of the insurance under each required coverage. Additional insurance types and/or limits will be necessary if the Work involves extra hazardous operations. The extra hazardous operations include dispensing of medical care, operations involving the nuclear hazard, providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, food service, crane operation, work above ground, work below ground, and operations involving demolition or explosives. If work involves aviation products, Aviation Products Liability: \$100,000,000 is required. Foreign Direct Sale Insurance may be mandated depending upon the country involved.

(b)(1) SELLER'S personnel, including SELLER'S subcontractors, shall comply with all MARVIN security, safety, rules of conduct, badging and personal identity, and related requirements while on MARVIN premises. In addition, prior to entry on MARVIN premises, SELLER shall coordinate with MARVIN to gain access to facilities. SELLER shall provide information reasonably required by MARVIN to ensure proper identification of personnel; including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. MARVIN may, at its sole discretion, have SELLER remove any specified employee of SELLER from MARVIN's premises and request that such employee not be reassigned to any MARVIN premises under this Contract.(2) SELLER personnel requiring unescorted access to sites of MARVIN or its customers shall, prior to entry, be screened by SELLER at no charge to MARVIN through the MARVIN Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to MARVIN.

20. INSPECTION AND ACCEPTANCE

(a) Unless otherwise specified, MARVIN's final inspection and acceptance shall be at destination.

(b) Upon reasonable prior notice, Marvin and its authorized representatives shall have the right to access Supplier's premises during normal business hours to verify, validate, and monitor Seller performance on MARVIN products, or to inspect materials intended for use in MARVIN products. Seller may restrict MARVIN access only to the extent necessary to ensure safety or to protect the confidentiality of SELLER's other customers. SELLER shall cooperate with MARVIN to the greatest extent possible.

(c) The failure of MARVIN to inspect or reject Products shall not relieve Seller from its responsibility to comply with all Order requirements, nor shall it impose any liability on MARVIN.

21. INTELLECTUAL PROPERTY

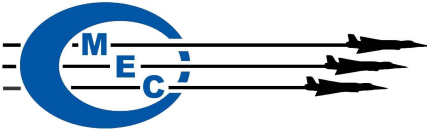
(a) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SELLER agrees to defend, Indemnify, and hold harmless MARVIN and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(b) SELLER's obligation to defend, indemnify, and hold harmless MARVIN and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to MARVIN's Prime Contract for infringement of a U.S. patent and MARVIN and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) The parties acknowledge that SELLER may provide pre-contract rights in data assertions in accordance with DOD FAR Supplement on behalf of itself and certain of its suppliers. Such assertions, when made, are hereby acknowledged as incorporated into this Contract. MARVIN, however, makes no representations regarding the accuracy of such assertions.

(d) All data, copyrights, reports, inventions and works of authorship developed in performance of this Contract ("Foreground Works") shall be the property of the party that created such Foreground Works. In the event any Foreground Works are jointly developed by the parties, the Foreground Works shall be the joint property of SELLER and MARVIN subject to each Party's use being limited to Marvin's performance of its Prime Contract obligations. SELLER agrees that MARVIN, in the performance of its Prime contract obligation, shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract, other than items listed under the IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (BASED ON DFARS 252.227-7017 (JUN1995) and/or intellectual property developed by SELLER solely at private expense ("Background Intellectual Property").

(e) SELLER agrees that MARVIN shall have, to the limited extent necessary for MARVIN to satisfy its Prime Contract obligation, an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, the Background Intellectual Property.



(f) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to MARVIN's customers.

(g) The copies of all reports, memoranda or other materials in written form stored in every tangible medium including machine readable form, prepared by SELLER and furnished to MARVIN pursuant to this Contract shall become the sole property of MARVIN.

(h) If the use or sale of the Work is enjoined as a result of a lawsuit, SELLER, at no expense to MARVIN, shall obtain for MARVIN and its customer the right to use and sell the Product or shall substitute an equivalent Work acceptable to MARVIN. SELLER's indemnification obligations in this Contract will apply to any substitute Products provided under this Section (21)(f).

22. OFFSET CREDIT/COOPERATION

In the event that this Contract is entered into in direct support of MARVIN's international offset programs, all offset benefit credits resulting from this Contract are the sole property of MARVIN to be applied to the offset program of its choice. SELLER shall assist MARVIN in securing appropriate offset credits from the respective country government authorities.

23. PARTS OBSOLESCENCE

SELLER shall provide MARVIN with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.

24. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following order of precedence: (1) face of the Purchase Order and/or task order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) these Purchase Order Terms and Conditions; (3) any supplementary documents referenced in this Contract, and (4) the Statement of Work.

25. PRIORITY RATING

If so identified, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). This includes, but is not limited to, the requirement that SELLER provide acceptance or rejection to MARVIN, in writing, within 15 days for DO rated orders and within 10 days for DX rated orders. If SELLER accepts a rated order, it represents that it understands and will at all times comply with 15 C.F.R. Part 700.

26. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and made available to MARVIN and its customers upon request.

27. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of MARVIN. SELLER shall not use "Marvin Engineering," "Marvin Engineering Co., Inc." or any other trademark or logo owned by MARVIN, in whatever shape or form, without the prior written consent of MARVIN.

28. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for seven years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or MARVIN upon request.

29. NOTICES

(a) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the MARVIN Procurement Representative.

(b) Any notice required or permitted to be given under this Contract shall be in writing, shall specifically refer to this Contract, and shall be addressed to the appropriate party described below:

(1) Day to day Contract issues:

The MARVIN Procurement Representative identified at the bottom of the Purchase Order or as otherwise identified in email.

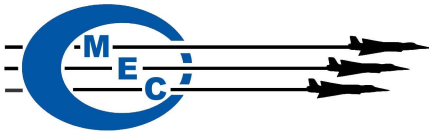
(2) Issues involving contract compliance:

The MARVIN Procurement Representative and MARVIN Legal Department.

Notice shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

30. SELLER BUSINESS SYSTEMS

"SELLER Business Systems" as used in this clause means SELLER's material management and accounting system, cost estimating, accounting system, earned value management system, property management system, and purchasing system. If SELLER's business



systems are reviewed and approved by a Government agency, SELLER shall provide prompt notice to MARVIN whenever there is a material change in the status of the Government's approval or determination of adequacy of any of SELLER's Business Systems.

31. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

32. SURVIVABILITY

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following clauses:

- Applicable Laws
- Disputes Counterfeit Work
- Electronic Contracting
- Export Control
- Independent Contractor Relationship
- Information of Marvin Engineering
- Insurance/Entry on Marvin Engineering Facilities
- Intellectual Property
- Release of information
- Retention of Records
- Use of Free, Libre and Open-Source Software (FLOSS)
- U.S. Government flow down clauses and provisions that by their nature should survive
- Warranty

33. TITLE

(a) For build-to-print and build-to-specification transactions MARVIN- furnished prints/specifications), title to Work, whether work-in-progress or finished, shall always belong to MARVIN.

(b) For commercial-off-the-shelf Work, title shall pass to SELLER upon acceptance (except as otherwise specified within this Contract). Title assignment defined above shall not relieve SELLER of any other obligations under this Contract.

34. SPECIAL COOPERATION

(a) SELLER shall cooperate and act in good faith to support MARVIN's efforts to monitor Work status and mitigate supply chain quality and delivery risks. At MARVIN's request, SELLER shall provide a weekly status report for all Work, containing sufficient detail of anticipated completion dates for each line item and a description of likely delays. The status report shall be communicated by SELLER to MARVIN using MARVIN's supplier portal or, if the portal is unavailable, by another electronic means agreed by SELLER and MARVIN. SELLER's status reporting shall be provided without additional cost to MARVIN.

(b) If a SUPPLIER is designated by MARVIN as a CRITICAL SUPPLIER and its combined quality or delivery score card rating is less than 85% for the prior quarter, then the CRITICAL SUPPLIER and MARVIN shall meet and confer to establish a timely recovery plan. As part of the CRITICAL SUPPLIER recovery plan, MARVIN may assign MARVIN representatives to work on-site at the CRITICAL SUPPLIER's facility during regular business hours to help improve MARVIN's visibility of its products in production, and to assist in determining the Root Cause and Corrective Action (RCCA) activities necessary to improve quality and on-time performance score to above 90% at the earliest possible time. The CRITICAL SUPPLIER shall provide MARVIN representatives with a reasonable on-site workspace, internet connection, and frequent access to the production floor to view MARVIN work in progress. If the CRITICAL SUPPLIER does not provide reasonable cooperation following MARVIN's written request, or if recovery does not occur within 90 days from MARVIN's written request for cooperation, then the CRITICAL SUPPLIER shall reimburse MARVIN for all reasonable expenses associated with the recovery effort, including the cost of activities necessary to source the same Work from an alternative source of supply and re-procurement costs that are greater than Seller's contract pricing.

35. STOP WORK

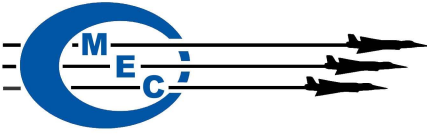
(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from a MARVIN Procurement Representative with the job title of Manager or higher, or for such longer period as the parties may agree. Upon receipt of written notice, SELLER shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage. SELLER shall cease work in progress at the completion of the current manufacturing operation without adding new parts into the operation, unless to do so would create a safety risk or waste.

(b) Within such period, MARVIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

36. TRAVEL COSTS

(a) All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by MARVIN unless the specific cost of each travel expense is expressly authorized in writing in advance by MARVIN's Procurement Representative.

(b) When travel is authorized under this Contract, SELLER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the maximum per diem



rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only if incurred from public hotels or motels.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed Individual expense exceeding \$75.00.

37. USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to MARVIN in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain MARVIN's prior written consent before using or delivering such FLOSS in connection with this Contract. MARVIN may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates MARVIN to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) SELLER shall defend, indemnify, and hold harmless MARVIN, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, relating to use in connection with this Contractor the delivery of FLOSS.

38. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

(a) This clause applies only to technical data or computer software delivered by SELLER to MARVIN under this Contract.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government and its customer, MARVIN may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, MARVIN may, notwithstanding any other provision of this Contract ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.

39. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) MARVIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

40. WARRANTY

(a) SELLER warrants that all Work delivered under this Contract will be free from defects in materials, workmanship, and manufacturing processes, conform to all requirements of this Contract, and be free of all liens and encumbrances. To the extent Work are not manufactured pursuant to detailed design and specifications furnished by MARVIN, SELLER warrants that the Work shall be free from design and specifications defects.

(b) If any Work fails to comply in any respect to the warranty set forth above, SELLER, at MARVIN's option, shall promptly repair or replace the Work. Shipping of replacement Product and return of nonconforming Work shall be at SELLER's expense. If repair or replacement of Work is not timely, MARVIN may elect to return, repair, replace, or re-procure the nonconforming Work at SELLER's expense. All warranties shall apply to MARVIN and its customers.

(c) MARVIN's approval of any documentation prepared by SELLER or MARVIN's participation in design reviews or first article approval or similar reviews shall not relieve SELLER of any obligation under this warranty.

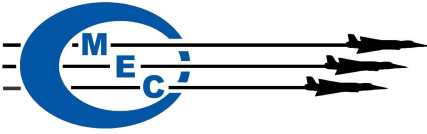
(d) MARVIN's rights under this clause shall, at MARVIN's option, be assignable to and enforceable by its successors and customers.

(e) The rights of MARVIN set forth in this clause shall be in addition to, and not in lieu of, any other right MARVIN may have under this Contract, or in law or equity.

(f) SELLER warrants that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.

41. LIQUIDATED DAMAGES FOR LATE DELIVERY

Should SELLER fail to deliver any Work in accordance with the delivery schedule in this Purchase Order, Contract or Scheduling Agreement, then MARVIN shall be entitled to receive, and SELLER shall pay, compensation in the form of liquidated damages and not as a penalty. SELLER will be entitled to a ten-day grace period prior to liquidated damages being assessed. In the event SELLER fails to make delivery of an item following the grace period, then the amount of liquidated damages shall accrue at the rate of one and



one-half percent (1.5%) of the price of the portion of the Work which is delayed for each day of delay beginning on the first day of the scheduled delivery date. The liquidated damages being assessed shall not exceed ten percent (10%) of the price of the portion of the Work delayed. SELLER agrees that liquidated damages in the foregoing amounts are reasonable considering the anticipated harm caused by the late delivery, the difficulties of the proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Liquidated damages arising under this Purchase Order, Contract or Scheduling Agreement, may be deducted by MARVIN, in whole or in part, from any payments due SELLER. In no event shall failure to assess liquidated damages be considered a waiver of MARVIN's rights in this or any other articles or clauses. Except for non-performance of subcontractors at any tier, SELLER shall not be liable for liquidated damages if the failure to deliver Work on time arises from causes beyond the reasonable control and without the fault or negligence of the SELLER.

The remedies contained in this clause are in addition to any remedies MARVIN may have at law, equity or under other provisions of this Purchase Order, Contract or Scheduling Agreement.

42. WITHHOLDS FOR NONCONFORMANCES

Notwithstanding any provision to the contrary in this Contract, in the event MARVIN is subject to a withhold by its Customer because of a nonconformance in the SELLER's Work, a corresponding withhold shall be assessed against and shall be paid by the SELLER as a temporary or permanent reduction, as the case may be, in the price of the affected Work.

43. INCORPORATION OF FAR AND DFARS CLAUSES

The FAR and 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, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually Incorporated In the Prime Contract referenced by number herein, the date or substance of the clause Incorporated by said Prime Contract shall apply instead. 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.

A. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contracting Officer" shall mean the MARVIN'S customer for MARVIN's prime contract under which this Contract is entered.
4. "SELLER" and "Offerer" means the SELLER, which is the party identified on the face of the Contract with whom MARVIN is contracting, acting as the immediate subcontractor to MARVIN.
5. "Prime Contract" means the contract between MARVIN and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

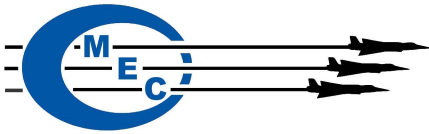
B. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "MARVIN" for "Government" or "United States" throughout this clause.
2. Substitute "MARVIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and MARVIN" after "Government" throughout this clause.
4. Insert "or MARVIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through MARVIN.
6. Insert "and MARVIN" after "Contracting Officer", throughout the clause.
7. Insert "or MARVIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
9. See also the clause of this Contract entitled Communication with Marvin Engineering Customer with respect to communications between SELLER and the Government.

C. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of MARVIN it will negotiate in good faith with MARVIN relative to amendments to this Contract to Incorporate additional provisions herein or to change provisions hereof, as MARVIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost 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 "Changes" clause of this Contract.



D. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

E. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) DFARS 252.203-7001

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Excepting subparagraph (c)(1) of the clause. Applies if this Contract is over \$150,000.)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds \$5,500,000. Contact the Marvin Engineering Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applies to this Contract if it exceeds the Simplified Acquisition Threshold. Applicable to Purchase Orders that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLE BLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017).

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (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 Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

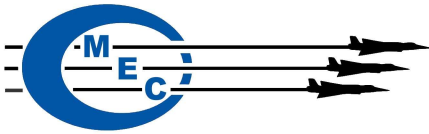
FAR 52.204-27 PROHIBITION ON A BIT DANCE COVERED APPLICATION (Includes TikTok and its successors)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applies if this Contract exceeds \$35,000. Copies of notices provided by SELLER to the Contracting Officer shall be provided to MARVIN.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008).

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) Applies if this Contract exceeds the Simplified Acquisition Threshold and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit.



FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(l). "Government" means " MARVIN" in paragraph (d)(l). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "contracting Officer" appears in paragraph (d)(l). "Government" means "MARVIN" in paragraph (e)(l). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds the Simplified Acquisition Threshold. Delete paragraph (b) of the clause. If the Contract is without adequate price competition or when prescribed by agency regulations, Alternate 1 applies and substitute the following Paragraph (b) for paragraph (b) of basic clause: "b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.")

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only If this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(l).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(l) and (b).)

FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009). (Applicable to solicitations for Purchase Orders that will incorporate FAR clause 52.215-23 or 52.215-23 Alt 1.)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$750,000. Notes 4 and 6 apply. Include Alternate 1 if it is included in the Prime Contract)

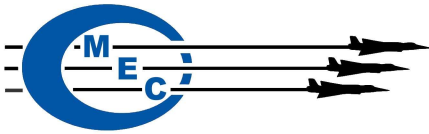
FAR 52.216-12 COST SHARING CONTRACT- NO FEE" (Applicable if this is a cost sharing, no fee Contract. Note 1 and Note 2 apply.)

FAR 52.216-16 INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997). (Applies if this is an Incentive Price Revision contract. "Contracting Officer," "contract administrative office" and "Government" mean "Marvin Engineering." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (Applies if this Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION (MAY 2014) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)



FAR 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (MAY 2014) (Applies if this Contract exceeds \$15,000.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014). (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Marvin Engineering and the Contracting Officer" except in paragraph (f) where it means "Marvin Engineering." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until Marvin Engineering's Customer makes appropriate adjustments to the Prime Contract.)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (SEP 2009) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Marvin Engineering and the Contracting Officer" except in paragraph (e) where it means "Marvin Engineering." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until Marvin Engineering's customer makes appropriate adjustments to Marvin Engineering's customer contract.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Note 2 applies. In paragraph (e) Note 3 applies. Alternate I is applicable to the order if it is included in the Prime Contract.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017). (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States. SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

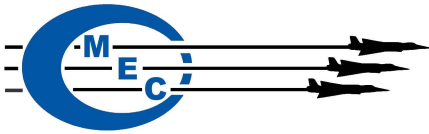
FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (Applicable to Purchase Orders that provide for performance on a federal facility.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007).



FAR 52.227-1 ALT I AUTHORIZATION AND CONSENT (APR 1984). (Applies if this contract exceeds \$25,000.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies If this Contract exceeds \$3,500. Note 8 applies.)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) (Applicable to Purchase Orders when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)

FAR 52.224-2 PRIVACY ACT (APR 1984) (Applicable to Purchase Orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act.)

FAR 52.225-1 BUYAMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. made, or designated country end products as specified in the clause.) FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies If Work will be imported Into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds the Simplified Acquisition Threshold. Notes 2 and 4 apply.)

FAR 52.227-3 PATENT INDEMNITY (APR 1984) – ALTERNATE II (APR 1984) (This patent indemnification shall apply to Commercial Items (as defined in FAR 2.101) included within the end item deliverable.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the MARVIN Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if 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.)

FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract 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. If not otherwise included in this contract, the name and address of the contracting officer may be obtained from MARVIN's authorized representative.)

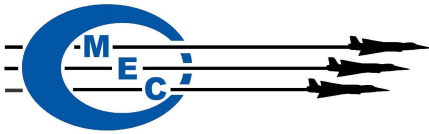
FAR 52.227-14 RIGHTS IN DATA- GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies). FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) (Note 1 applies.)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (MAY 2014) ("Contracting Officer" means " Marvin Engineering." "Government" means " Marvin Engineering" in paragraph (b)(2) and " Marvin Engineering or Government" in paragraph (d). Applicable to any subcontract which requires the delivery of technical data. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014). (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984).



FAR 52.229-8 TAXES FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990). (In paragraph (b), "Contracting Officer" and "Government of the United States" mean " Marvin Engineering." The blank is completed with information specified elsewhere in the contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or MARVIN." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or MARVIN." Delete paragraph (b) of the clause.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTIONS (OCT 2015) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or MARVIN." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-17 INTEREST (MAY 2014) (Applies if this Contract contains FAR clauses which expressly refer to an Interest clause, "Government" means "Marvin Engineering.")

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies if Seller is receiving Performance Based Payments. "Contracting Officer" and "Government" means " Marvin Engineering" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if MARVIN does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event MARVIN's customer has directed MARVIN to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, MARVIN may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (I)" the following: "and recovers those costs from MARVIN".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)

FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (MAY 14) (Applies to Cost or Incentive contracts valued at \$20,000,000 or more. "Government" means " Marvin Engineering and Government. Paragraphs (j) and (i) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) (Applicable to fixed-price construction, fixed-price dismantling, demolition, or removal of improvements the Contract. Notes 1 and 2 apply.)

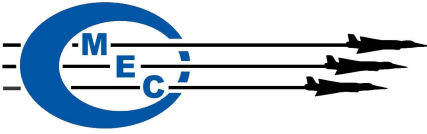
FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996). (Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987) (Notes 1 and 2 apply). Alternate I applies if this Contract is for services. Alternate II applies if this Contract is for supplies and services. Alternate V applies if the requirement is for research and development. In the event that Alternate V applies, in paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)



FAR 52.243-2 ALT I - CHANGES-COST-REIMBURSEMENT (APR 1984). (Applies if the Contract is for services and no supplies are to be furnished. "Contracting Officer" and "Government" mean "Marvin Engineering." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT II - CHANGES-COST-REIMBURSEMENT (APR 1984) (Applies if the Contract is for services and supplies. Notes 1 and 2 apply. In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2, ALT V CHANGES - COST REIMBURSEMENT (AUG 1987) (Applies if the Contract is for research and development.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-2 SUBCONTRACTS (OCT 2010) (Paragraphs (g) and (h) only apply. Notes 1 and 2 apply.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996.)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015.)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) ("Contracting Officer" means "MARVIN" 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 MARVIN. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "MARVIN" and except in paragraphs (d)(2) and (g) where the term includes MARVIN. The following is added as paragraph (n) "SELLER shall provide to MARVIN 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." Alternate II applies to Contracts for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research.)

FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) (Government includes Marvin Engineering except in the phrase "Government property." "Contracting Officer" means "Marvin Engineering.").

FAR 52.245-9 USE AND CHARGES (APR 2012). (Communications with the Government under this clause will be made through Marvin Engineering.)

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984). (Government" means "Marvin Engineering." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 INSPECTION OF SUPPLIES FIXED-PRICE (AUG 1996). ("Government" means "Marvin Engineering and the Government" except in paragraphs (f), (j), and (l) where it means "Marvin Engineering." "Contracting Officer" means "Marvin Engineering." Does not apply for Commercial Items as defined in FAR 2.101. In paragraph (k) the second sentence does not apply.)

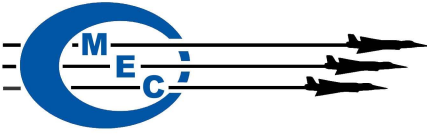
FAR 52.246-4 INSPECTION OF SERVICES- FIXED PRICE (AUG 1996). (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST- REIMBURSEMENT (MAY 2001). ("Government" means "Marvin Engineering" except (1) in paragraphs (b), (c) and (d) where it means "Marvin Engineering and the Government." and (2) in paragraph (k) where the term is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Except for contracts or agreements for ocean transportation services or construction contracts, use the clause with its Alternate II if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military - (i) Contingency operations; (ii) Exercises; or (iii) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. If Alternate II applies, then in the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Marvin Engineering.")

FAR 52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs(c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "MARVIN" in the phrase "Government costs.")



FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(B) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "MARVIN and the Government". 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 "60 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." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP1996) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. 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. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

FAR 52.249-8 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984). ("Government" and "Contracting Officer" mean "Marvin Engineering" except in paragraph (c) where the term "Government" is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

F. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT – RELATED FELONIES (DEC2008) (Applies if this Contract exceeds the Simplified Acquisition Threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Marvin Engineering not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002. REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015) (Applies in lieu of FAR 52.203-14.)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (Applicable to Purchase Orders when the seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public. Note 1 applies.)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT2016) (Notes 1 and 2 apply.)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

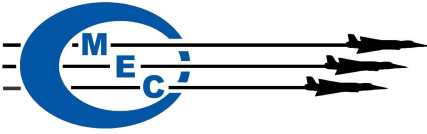
DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. SELLER shall furnish MARVIN copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.204-7019 Notice of NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022) In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. Summary level scores of these assessments shall be posted in the DoD Supplier Performance Risk System (SPRS).

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023) The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology.

DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applicable to this Contract when the item being purchased contains precious metals. Notes 1 and 2 apply.)

DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) (Note 2 applies.)



DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this Contract exceeds \$1.5M. Note 1 applies.)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013) (Applies if this Contract requires the Work to contain unique Item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to MARVIN. "Government" means "MARVIN" except in the definition of "issuing agency" in paragraph (a).

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause)

DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if items are serially managed.)

DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies If FAR 52.215-12 or 52.215-13 applies to this Contract.)

DFARS 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007) (Applicable to solicitations for Contracts issued under Department of Defense (DoD) solicitations issued after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass-Through Charges provision, except solicitations for firm-fixed-price (FFP) Contracts to be awarded on the basis of adequate price competition and fixed-price (FP) Contracts with economic price adjustment to be awarded on the basis of adequate price competition.)

DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007) (Applicable to Purchase Orders issued under DoD contracts awarded after April 25, 2007, and before May 13, 2008, and that do not specifically incorporate the FAR limitations on Pass-Through Charges clause, except FFP Purchase Orders awarded based on adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Alternate I apply if it is in the Prime Contract. If Alternate I apply, then applicable to Purchase Orders under DoD contracts awarded after May 12, 2008, and before October 14, 2009, and that do not specifically incorporate the FAR limitations on Pass-Through Charges clause, except for FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Notes 1 and 2 apply.)

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Marvin Engineering. Paragraph (f) is deleted. Applicable to subcontracts where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

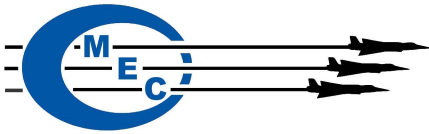
DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING OF PERSONS (JAN 2015.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and MARVIN Procurement Representative." Delete in g(1)(ii) "substituting its name for references to the Government.")

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies If DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)



DFARS 252.223-7006 & Alt I PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Includes Alt I if it is in the Prime Contract) (Applicable to Contracts that require, may require, or permit a SELLER to treat or dispose of non-DoD- owned toxic or hazardous materials as defined in this clause. Note 1 applies.)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES (Applies if this contract exceeds \$550,000. Paragraph (f) is deleted.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if SELLER is supplying items on the U.S. Munitions list.)

DFARS 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) (Applicable to Purchase Orders for the delivery of specialty metals as end items to MARVIN or Seller to the extent necessary to ensure compliance of the end products that MARVIN will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009. Note 1 applies.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

DFARS 252.225-7013 DUTY-FREE ENTRY (NOV 2014) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact MARVIN's Procurement Representative.)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applicable to subcontracts that requires the delivery of hand or measuring tools)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (OCT 2015) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7025 RESTRICTION ON THE ACQUISITION OF FORGINGS (DEC 2009) (Notes 1 and 2 apply.)

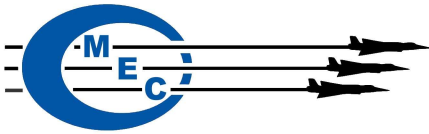
DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies if this order is for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. The clause is not applicable to commercial items defined under FAR 2.101.)

DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)



DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT2015) (Applicable to Contracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, IN DIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "MARVIN." MARVIN shall have no liability to SELLER or any incentive payment under this clause unless and until the Government provides said incentive payment to MARVIN.)

DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015) (Applicable to all subcontracts in excess of \$50,000) (The introductory text of paragraph (b) is changed to read "Marvin Engineering, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--")

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA-- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies In lieu of FAR 52.227-14.)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018. Notes 1 and 2 apply.)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2011)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

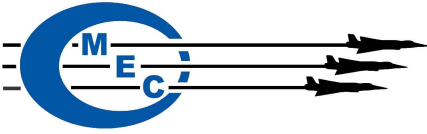
DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work. Alternate 1 applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.227-7039 PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990) (Applicable to solicitations and resulting Contracts that will include the clause at FAR 52.227-11. Notes 1 and 2 apply.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Marvin Engineering. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)



DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS 252.235-7003 FREQUENCY AUTHORIZATION – BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "Government" means " Marvin Engineering and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Marvin Engineering.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010) (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Marvin Engineering. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I - COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means Marvin Engineering. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013).

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) (Applicable to any subcontract where the subcontractor will perform classified work. "Contracting Officer" means "Marvin Engineering." "Government" means "Marvin Engineering and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) ("Contractor" shall mean "SELLER" in this clause.)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this contract requires securing telecommunications. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means " Marvin Engineering." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013).

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT- FURNISHED PROPERTY (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013) ("Contracting Officer" means Marvin Engineering.)

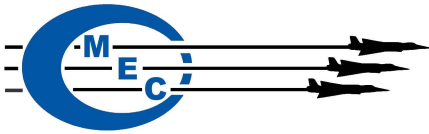
DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) ("Government" means " Marvin Engineering or the Government." "Contracting Officer" means " Marvin Engineering." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Marvin Engineering, or if the data is delivered to the Government, either by Marvin Engineering or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to MARVIN and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) (Paragraphs(a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (APR 2014) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the



balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015) (Applies if this Contract exceeds \$700,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

G. PROVISIONS OF THE AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS) INCORPORATED BY REFERENCE (ONLY APPLICABLE IF THE END CUSTOMER IS THE UNITED STATES AIR FORCE)

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (JAN 2017) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Marvin Engineering." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (JAN 2017) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Marvin Engineering." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012) (Applicable if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Marvin Engineering." Not applicable to Commercial Items as defined in FAR 2.101)

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a government installation. "Contracting Officer" means "Marvin Engineering." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if Seller will perform work on a government installation. All communication with the government required by this clause shall be conducted through Marvin Engineering." Not applicable to Commercial Items as defined in FAR 2.101.)

H. CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that MARVIN will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of MARVIN, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify MARVIN of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000)

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

3. FAR 52.222-22 Previous Contracts and Compliance Reports

4. FAR 52.222-25 Affirmative Action Compliance

I. If the Contract is in support of the Joint Strike Fighter (JSF) program, the following NAVAIR clauses are added:

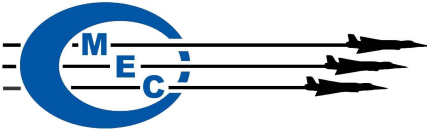
NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) (Applies to items that are stock numbered under Federal Catalog System procedures "Contracting Officer" means "Marvin Engineering.")

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011) (Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998)

NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (DEC 1998) (Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: a) \$200,000 and 500,000; b) \$200,000, \$500,000, \$500,000; c) \$100,000; d) \$200,000, \$500,000, \$200,000, \$200,000. Does not apply for Commercial Items as defined in FAR 2.101.)



NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) (Applies if SELLER will make shipments under this contract directly to the Government. Does not apply for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998) (Applies if SELLER will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means " Marvin Engineering's customer contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) (Applies if SELLER will make shipments under this contract directly to the Government.)

J. ADDITIONAL FAR/DFARS CLAUSES APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR ORDERS WHERE THE END CUSTOMER IS THE UNITED STATES GOVERNMENT

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), 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. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the contract).

FAR 52.216-8 FIXED FEE (JUN 2011) (Applies only if this Contract includes a fixed fee. Notes 1 and 2 apply. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)

FAR 52.216-10 INCENTIVE FEE (JUN 2011) (Applies only if this Contract includes an incentive fee. Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Contract) Does not apply if this is a labor hour or time and materials contract.)

FAR 52.216-11 COST CONTRACT - NO FEE (APR 1984) (Applies only if this Contract is placed on a cost reimbursement - no fee basis. Notes 1 and 2 apply. Does not apply if this is a labor hour or time and materials contract.)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert Zero in the blank. Notes 2 and 3 apply.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "MARVIN ENGINEERING.")

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

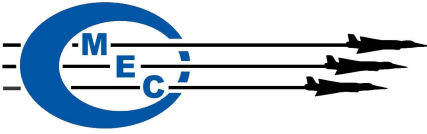
FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)

FAR 52.232-20 LIMITATION OF COST (APR 1984) (Applies if this is a fully funded cost reimbursement Contract. Notes 1 and 2 apply.)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is an incrementally funded cost reimbursement Contract. Notes 1 and 2 apply.)



FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) (Notes 1 and 2 apply. Applies if this is a labor hour or time and materials contract.)

FAR 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost-reimbursement contract. Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".)

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) (Applies if this is a cost-reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)

FAR 52.246-6 INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (Applies if this is a labor hour or time and material contract. In paragraphs (b),(c),(d), Note 3 applies; in paragraphs (e),(f),(g),(h), Note 1 applies.)

FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (Applies is this is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract. Note 5 applies. Delete subparagraph (a)(2).)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Notes 1 and 2 apply. 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 (SEP 1996) applies if this is a labor hour or time and materials contract.)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete "either" and "or contractual".)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "MARVIN ENGINEERING." MARVIN ENGINEERING shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to MARVIN ENGINEERING.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (DEC 2017) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.)