

## **L3 Technologies, Inc.**

### **General Terms and Conditions for Supply and Service Subcontracts**

Supplement 3 – U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) for Commercial Items

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1. When the Goods or Services furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008), the following Supplement 3 – U.S. Government Contract Provisions from the FAR and the DFARS for Commercial Items (Corporate Form CC011) shall apply, as required by the terms of the applicable clause, the terms of the prime contract, or by operation of law or regulation, for the acquisition of commercial items. Clauses not applicable under the Prime Contract shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR and DFAR provisions and Corporate Form CC008, these FAR and DFAR provisions shall control. The full text of a clause may be accessed electronically at either: <https://www.acquisition.gov/browsefar>; or <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>.
2. The following clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement 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 Agreement, as set forth in Corporate Form CC008, section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS clauses included in this Agreement. DFARS clauses only apply in connection with a U.S. Department of Defense (DoD) contract or subcontract.
3. U.S. GOVERNMENT SUBCONTRACT
  - a. This Contract is entered into by the parties in support of a U.S. Government contract.
  - b. As used in the FAR or DFARS clauses referenced below:
    - (i) "Commercial Item" means a commercial item as defined in FAR 2.101.
    - (ii) "Contract" means this Agreement, as defined in Corp Form CC008, section 1(a).
    - (iii) "Contracting Officer" means the U.S. government contracting officer for L3's government Prime Contract under which this Agreement is entered.
    - (iv) "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
    - (v) "FAR" means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
    - (vi) "Prime Contract" means the contract between L3 and the U.S. government or between L3 and its higher-tier contractor who has a contract with the U.S. government.
    - (vii) "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
    - (viii) "Simplified Acquisition Threshold" has the same meaning as defined in the clause at FAR 2.101.
    - (ix) "Micro-Purchase Threshold" has the same meaning as defined in the clause at FAR 2.101.

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- (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.
- c. Unless otherwise indicated, substitute the following party names in all FAR clauses, as applicable:
  - (i) “L3” for “agency,” “government,” or “United States;”
  - (ii) “L3 Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
  - (iii) “SELLER” for “contractor” or “offeror.”
- d. Any communication/notification required under a FAR clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

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

<b>TITLE OF CLAUSE</b>	<b>CLAUSE</b>
Anti-Kickback Procedures (Applies if this Agreement exceeds \$150,000. Sub-paragraph (c)(1) does not apply.)	52.203-7
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Agreement exceeds \$150,000.)	52.203-12
CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this Agreement is expected to exceed \$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.)	52.203-13
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-17
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies unless this Agreement is for personal service with an individual.)	52.203-19
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS ( ) (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)	52.204-21
PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOP OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	52.204-23
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds \$35,000. Consistent with subparagraph (e) of this clause and sections 3(c) and 3(d) of this Supplement, the notice requirement contemplated in this clause refers to notice that SELLER shall provide BUYER.)	52.209-6
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15
OFFER REPRESENTATIONS AND CERTIFICATIONS, COMMERCIAL ITEMS (This provision provides a single, consolidated list of representations and certifications for the acquisition of commercial items. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.)	52.212-3

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CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIATION) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (See FAR 52.244-6 for flow-down of Commercial Items.)	52.212-5
UTILIZATION OF SMALL BUSINESS CONCERNS (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold and offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000, SELLER must include FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.)	52.219-8
NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)	52.222-17
PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)	52.222-21
EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)	52.222-26
EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than \$150,000.)	52.222-35
EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed \$15,000.)	52.222-36
EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)	52.222-37
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds \$10,000 and will be performed wholly or partially in the United States unless otherwise exempted.)	52.222-40
SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C).)	52.222-41
COMBATING TRAFFICKING IN PERSONS (Paragraph (h)'s requirements apply only to any portion of the Agreement that: (A) Is for supplies, other than commercially available off-the-shelf item, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds \$500,000. Alternate I applies when the Agreement will be performed outside the United States and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.)	52.222-50
EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.222-54
MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement 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.)	52.222-55
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Agreement 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.)	52.222-62
PRIVACY TRAINING (Applies if, in the performance of this Agreement, SELLER's employees will: have access to a systems of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records on individuals or will handle	52.224-3

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personally identifiable information. Alternate I applies if the conditions above are satisfied and the agency specifies that only its agency-provided training is acceptable.)	
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	52.225-13
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. This clause does not apply if BUYER does not receive accelerated payments under the Prime Contract.)	52.232-40
SUBCONTRACTS FOR COMMERCIAL ITEMS	52.244-6
PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)	52.247-64
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	252.203-7002
DISCLOSURE OF INFORMATION	252.204-7000
COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (Applies in all contracts, including those using FAR part 12 procedures for the acquisition of commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)	252.204-7008
LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government's activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)	252.204-7009
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. BUYER shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)	252.204-7012
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT )	252.204-7015
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if BUYER acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)	252.211-7003
PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.	252.223-7008
RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)	252.225-7008
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)	252.225-7009
Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applies to Contracts using FAR Part 12 procedures for the acquisition of commercial items and contains the clause 252.225-7009.)	252.225-7010
EXPORT-CONTROLLED ITEMS	252.225-7048
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds \$500,000.)	252.226-7001
RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to BUYER or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which BUYER or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)	252.227-7013

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Technical Data – Commercial Items (Applies if this Agreement involves delivery to the government of any of SELLER's technical data related to commercial items developed in any part at private expense.)	252.227-7015
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)	252.227-7037
TAXES – FOREIGN CONTRACTS IN AFGHANISTAN	252.229-7014
CLOUD COMPUTING SERVICES (Applies if this Agreement involves cloud services.)	252.239-7010
SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)	252.239-7018
SUBCONTRACTS FOR COMMERCIAL ITEMS	252.244-7000
NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement 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 BUYER and the contracting officer identified to SELLER.)	252.246-7003
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)	252.246-7007
SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)	252.246-7008
TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)	252.247-7023