

Quantic™ X-Microwave

Supplement 1 – Federal Acquisition Regulation (FAR) Clauses

1. When the products or services furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to the DRS General Purchase Order Terms and Conditions, the following clauses shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each Federal Acquisition Regulation (hereinafter “FAR”) clause shall be the same version as that which appears in Buyer’s prime contract (as amended) or higher tier subcontract (as amended) under which this Order is a subcontract. For the acquisition of commercial products or commercial services under Orders placed in support of, and charged to, a U.S. Government prime contract or subcontract, the only FAR clauses that are required by FAR 52.244-6 are those annotated with * after the FAR clause number. For the definition of a commercial product or commercial service see FAR 2.101.

2. In the event of a conflict between these FAR clauses and the General Terms and Conditions of Purchase, the FAR clauses shall control.

3. If applicable, Seller shall insert these clauses in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

4. In all clauses listed herein, the terms “Government,” “Contracting Officer,” and “Contractor” shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the clause except where further clarified or modified below. The clauses identified by ** after the title shall have their original meaning as written in the FAR; when identified by *** after the title the terms “Government” and “Contracting Officer” shall also mean Buyer and Buyer’s Purchasing Representative. “Subcontractor,” however, shall mean “Seller’s subcontractor” under the Order. Note: the terms “Government” and “Contracting Officer” do not change in the following circumstances: (i) when a right, authorization, or obligation can be granted or performed only by the Government, or a Contracting Officer or his/her duly authorized representative; (ii) in the phrases Government property, Government-furnished property, and/or Government-owned property; (iii) when title to property is to be transferred directly to the Government; (iv) in any clauses relating to the audit of Seller’s financial records; and (v) in any clauses relating to patent rights, or rights in technical data or computer software.

5. If any FAR clauses do not apply to a specific Order due to the subject matter thereof, such clauses are considered self-deleting.

A. Applicable to all Purchase Orders:

52.203-15* Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009

52.203-19* Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-21* Basic Safeguarding of Covered Contractor Information Systems (applies to Orders if Seller may have Federal contract information residing in or transitioning through its information system; inapplicable to Orders for commercially available off -the-shelf items)

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52.204-23* Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

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

52.204-27* Prohibition on a ByteDance Covered Application

52.204-30* Federal Acquisition Supply Chain Security Act Orders – Prohibition (including paragraph (e) and excluding paragraph (c)(1), including Orders for the acquisition of commercial products and commercial services)

52.222-21* Prohibition of Segregated Facilities

52.222-26* Equal Opportunity

52.222-50* Combating Trafficking in Persons (include Alternate I if it is included in the prime contract)

52.222-55* Minimum Wages Under Executive Order 13658 (applies if Order is subject to the Service Contract Act Standards statute or Wage Rate Requirements statute, and the work is performed in whole or in part in the US)

52.222-62* Paid Sick Leave under Executive Order 13706

52.224-3* Privacy Training

52.225-26* Contractors Performing Private Security Functions Outside the United States (as applicable in accordance with paragraph (f))

52.232-40* Providing Accelerated Payments to Small Business Subcontractors (does not apply if Buyer does not receive accelerated payments under the Prime Contract)

52.244-6* Subcontracts for Commercial Products and Commercial Services

52.247-64* Preference for Privately Owned U.S.-Flag Commercial Vessels

B. Orders Over \$10,000 Shall Also Include the Following:

52.222-40* Notification of Employee Rights Under the National Labor Relations Act (applies only if the work under the Order will be performed in the US)

C. Orders Over \$15,000 Shall Also Include the Following:

52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000

52.222-36* Equal Opportunity for Workers with Disabilities

D. Orders Of \$30,000 Or More Shall Also Include the Following:

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52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (subparagraph (d)(2) does not apply; if Seller meets the thresholds specified in subparagraphs (d)(3) and (g)(2) of the clause, Seller shall report the required executive compensation by posting the information to the Government's System for Award Management (SAM) database)

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations