





















## GENERAL TERMS AND CONDITIONS

(v) have not passed successfully all OEM required testing, verification, screening, and quality control processes.

Notwithstanding the foregoing, Goods or items that contain modifications, repairs, rework, or re-marking as a result of Seller's or its Subcontractor's design authority, material review procedures, quality control processes, or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed counterfeit Goods. counterfeit Goods shall be deemed nonconforming to this contract.

- (b) Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this Subcontract are not counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized supplier, obtaining from such non-authorized supplier appropriate certificates of conformance that provide one or more of the following:
- (i) the OEM's original certificate of conformance for the item;
  - (ii) sufficient records providing unbroken supply chain traceability to the OEM; or
  - (iii) test and inspection records demonstrating the item's authenticity.
- (c) If Seller becomes aware or suspects that it has furnished counterfeit Goods to Buyer under this Subcontract, Seller shall promptly, but in no case later than ten (10) days from discovery, notify the Buyer. For confirmed counterfeit Goods, GIDEP notification shall also be made no later than thirty (30) days after discovery.
- (d) If suspect/counterfeit Goods are furnished under this Subcontract and are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Subcontract. The Seller shall be liable for all costs relating to the removal and replacement of said Goods, including testing or validation necessitated by the installation of authentic Goods after counterfeit Goods have been replaced. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.
- (e) Seller bears responsibility for procuring authentic Goods or items from its suppliers and shall ensure that all such suppliers comply with the requirements of this article.

### 20. International Transactions:

When Buyer has identified an offset obligation directly related to the performance of this Subcontract in its solicitation or in relation to any properly enacted modification, and Seller's performance of this Subcontract generates offset credits which Buyer could use to satisfy that identified offset obligation, then Buyer shall have the right to such Seller offset credits. The Buyer shall have no rights to any other offset credits that may be generated by the Seller in connection with this Subcontract. The Seller agrees to provide all reasonably necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

### 21. Indemnification:

- (a) Seller shall indemnify, hold harmless, and, at Buyer's request, defend Buyer, its officers, directors, Buyer's Customers, agents, and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Subcontract, including, without limitation:
- (i) the breach of any warranty contained herein;
  - (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated cleanup costs;
  - (iii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor;
  - (iv) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's agents, Subcontractors, employees, or anyone acting on behalf of Seller; and,
  - (v) any claim by a third party against Buyer alleging that the Goods or Services (including but not limited to software), the results of such Services, or any other Goods or processes provided under this Subcontract, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other Goods, software, or processes.

Seller shall not settle any such suit or claim without Buyer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees.

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- (b) Should Buyer's use, or use by its distributors, Subcontractors, or Buyer's Customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either:
- (i) substitute fully equivalent non-infringing Goods or Services;
  - (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality;
  - (iii) obtain for Buyer, its distributors, Subcontractors, or Buyer's Customers the right to continue using the Goods or Services; or,
  - (iv) if none of the foregoing are possible, refund all amounts paid for the infringing Goods or Services.
- (c) Seller shall, without limitation as to time, defend, indemnify, and hold Buyer harmless from all liens which may be asserted against Goods covered hereunder, including without limitation mechanic's liens, and from all claims for injury to persons or property arising out of or related to this Subcontract unless the same are caused solely and directly by Buyer's negligence.
- (d) Seller shall, without limitation as to time, defend, indemnify, and hold Buyer harmless from all Worker's Compensation or Occupational Disease laws claims (including attorney fees and settlement cost) for bodily injury including death to employees of the Seller brought forth by the Sellers' employees and/or their family arising out of or in connection with this Subcontract. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any Subcontractor, Seller shall reimburse Buyer for such payment.

### 22. Furnished Property:

- (a) All drawings, tools jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespasses or damages of any sort.
- (b) All such items shall be used only in the performance of work under this Subcontract unless Buyer consents otherwise in writing.
- (c) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Subcontract and shall be responsible for all loss or damage to said property except for normal wear and tear. For US Government contracts, Seller's responsibility for loss or damage to said property shall be determined in accordance with [FAR Part 52.245-1](#) or [FAR Part 52.245-1 Alternate I](#), to be determined by Buyer's prime contract with its government customer.
- (d) Upon request, Seller shall provide Buyer with a adequate proof of insurance against such risk of loss or damage.
- (e) Seller shall clearly mark, maintain an inventory, and keep segregated or identifiable all of Buyer's or its customer's property. At Buyer's request, and/or upon completion of this Subcontract, Seller shall submit, in an acceptable form, inventory lists of furnished property and shall deliver or make such other disposal as may be directed by Buyer.
- (f) Seller shall ensure that Section (c) of this clause shall be flowed to subordinate suppliers at all tiers.

### 23. Insurance:

If this Subcontract is for the performance of Services on Buyer's premises or Buyer's Customer's premises, or Seller utilizes their own vehicles to deliver Goods to Buyer's facility, Seller shall maintain the following insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its Subcontractors to maintain such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance, and aviation liability. Upon request by the Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:

- (i) Commercial General Liability: \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage);
- (ii) Workers' Compensation Statutory (for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability): \$1,000,000 each person/accident;
  - 1) In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
  - 2) To the extent that any work is subject to the Jones Act, the Longshore and Harbor Workers Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
- (iii) Automobile Liability: \$5,000,000 combined single limit per accident;

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- (iv) Professional Liability: \$5,000,000 per claim;
  - 1) Internet Liability and Network Protection (Cyber Risk): \$2,500,000 (minimum) each claim or wrongful act. .
  - 2) Media Liability insurance: at least \$2,500,000 each claim or wrongful act.
- (v) Aviation Liability including products: \$50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking, and other perils (AVN 52D));
- (vi) Hangar Keepers Liability: \$50,000,000 per occurrence;
- (vii) All Risk Property Insurance Replacement Value (covering property of [Buyer](#) or [Buyer's Customer](#) in the care, custody, or control of [Seller](#)) and include [Buyer](#) as loss payee;
- (viii) Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of [Seller](#), its employees, agents, [Subcontractors](#), and anyone under [Seller's](#) supervision or control. The [Seller](#) shall be liable for money, securities, or other property of [Buyer](#). [Seller](#) shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include [Buyer](#) as Loss Payee;
- (ix) Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include [Buyer](#), its affiliates, and their directors, officers, and employees as additional named insureds. [Seller](#) shall provide a copy of the additional insured endorsement to [Buyer](#). If required within the scope of [Seller's](#) work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution, or environmental harm resulting from or arising out of the work to be performed, asbestos, lead, or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations, or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insureds clause. If a motor vehicle is used in connection with the work to be performed, the Business Automobile Liability policy will include coverage at least as broad as [Insurance Services Office \(ISO\) CA 99 48](#) and be endorsed to include [Motor Carrier Act endorsement MCS 90](#);
- (x) Pollution Legal Liability: \$3,000,000 (minimum) each occurrence, claim, or wrongful act; \$6,000,000 aggregate. .

[Seller](#) shall name [Buyer](#) as an additional insured under its policies. The additional insured coverage afford shall be primary and non-contributory. Any other insurance maintained by [Buyer](#) shall be excess only and shall not be called upon to contribute to this insurance. Waiver of Subrogation is also provided in favor of [Buyer](#) with regards to [Seller's](#) Liability and Workers Compensation coverage.

***The [Seller](#) shall notify [Buyer](#) when cancellation or any material change in the policies adversely affects the interests of the [Buyer](#) in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the [Buyer](#).***

### **24. [Seller](#) Operating on [Buyer](#) Premises:**

- (a) [Seller](#) must comply with all applicable provisions of established [Buyer's](#) safety manuals for the program the [Seller](#) is supporting under this [Subcontract](#). The [Buyer's](#) safety manual for the program identifies the environmental, health, and [Seller's](#) safety responsibilities or its suppliers while performing work at [Buyer's](#) facility, as well as any program specific EHS requirements that will be provided to [Seller](#) prior to commencement of work. Prior to being granted access to any of [Buyer's](#) facility to commence work, [Seller](#) shall certify compliance with the [Buyer's](#) safety manual by signing the [Buyer's](#) safety certification.
- (b) [Seller](#) is responsible for ensuring that all work performed at [Buyer's](#) facility is performed in strict compliance with all applicable EHS regulations and in conformance with all applicable provisions of federal, state, or local OSHA, EPA, or DOT regulatory requirements. It is the responsibility of the [Seller](#) to educate and enforce all aspects of this manual with [Seller's](#) employees, including sub-contracted personnel, performing work at [Buyer's](#) facility. [Buyer](#) reserves the right to terminate any work by [Seller](#) personnel who is not in compliance with the provisions of the above referenced manuals.
- (c) No permission or consent by or on behalf of the company shall in any way relieve the [Seller](#) of liability for accidents, injury, and/or damage. The [Seller](#) shall be responsible for all liability incurred as a result of negligence or willful misconduct of the [Seller](#).
- (d) [Buyer](#) reserves the right to periodically audit [Seller's](#) activities while on the [Buyer's](#) facility to ensure compliance with this provision.

### **25. Release of Information:**

Except as required by law, [Seller](#) shall not publish any information developed under this [Subcontract](#), nor disclose, confirm, or deny any details about the existence or subject matter of this [Subcontract](#), or use [Buyer's](#) name in connection with [Seller's](#) sales promotion or publicity without prior written approval of the [Buyer](#).

**26. Disputes:**

Pending final resolution of a dispute under the **Subcontract**, **Seller** shall proceed diligently with the performance of this **Subcontract** and in accordance with all the terms and conditions contained herein and with the **Buyer's** direction thereof. **Buyer** and **Seller** shall each bear its own costs of processing any dispute hereunder. In no event shall the **Seller** acquire any direct claim or direct course of action against the United States Government. The rights and remedies of the **Buyer** are cumulative and in addition to any other rights and remedies provided by law or in equity.

**27. Attorney Fees:**

If **Buyer** brings an action or asserts a counterclaim for enforcement of the terms and conditions of this **Subcontract**, then the **Seller** agrees that **Buyer** shall be entitled to an award of attorney's fees and court costs associated with such enforcement or counterclaim proceedings.

**28. Assignments, Subcontracting and Organizational Changes:**

- (a) Neither this **Subcontract** nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by **Seller**; nor may all or substantially all of this **Subcontract** be further **subcontracted** by **Seller** without the prior written consent of **Buyer**. Lack of consent shall not be deemed as a waiver or otherwise relieve of its obligations to comply fully with the requirements hereof.
- (b) Notwithstanding the above, **Seller** may, without **Buyer's** consent, assign moneys due or to become due hereunder provided **Buyer** continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the **Subcontract** without notice to or consent of the assignee. **Buyer** shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of **Buyer's** rights to set-off or recoupment under this **Subcontract** or at law.
- (c) **Buyer** may assign this **Subcontract** to any successor in interest.
- (d) **Seller** shall promptly notify **Buyer** in writing of any organizational changes made by **Seller**, including name or ownership changes, mergers, or acquisitions, location of manufacturer, and changes in critical path or strategic suppliers.

**29. Order of Precedence:**

In the event of a conflict between these terms and conditions and other portions of the **Subcontract**, the order of precedence shall be as follows:

- (a) the required flow downs from the **Buyer's Customer**, if set forth in this **Subcontract**;
- (b) any typed provisions on the face of **Buyer's Subcontract**, specifically modifying the terms of this **Subcontract**;
- (c) these terms and conditions (TC001, TC002 Supplements 1, 2, and 3);
- (d) specifications (the most recently agreed to and issued version of specifications shall control and **Buyer's** specifications will prevail over any subsidiary documents referenced therein);
- (e) Statements of work (the most recently agreed to and issued version of a statement of work shall control); and
- (f) all other attachments, exhibits, appendices, documents, or terms incorporated by reference in or attached to this contract.

**30. Independent Contractor Status:**

**Seller** is, and shall remain, an independent contractor during the performance of this **Subcontract**.

**31. Communication with Buyer's Customer:**

Except as otherwise expressly provided in the purchase order accompanying these terms and conditions, if any, **Buyer** shall be responsible for all coordination and communication with **Buyer's Customer**, including any higher-tier contractor(s), regarding the **Subcontract** accompanying these terms and conditions, if any, or the **Goods** or **Services** or program to which it pertains. **Seller** shall have no communications regarding the foregoing with **Buyer's Customer**, including any higher-tier contractor(s), without **Buyer's** advance written approval and coordination.

**32. Survivability:**

All of the provisions of this **Subcontract** shall survive the termination (whether for convenience or default), suspension, or completion of this **Subcontract** unless they are clearly intended to apply only during the term of this **Subcontract**.

**33. Audit Rights:**

**Buyer** reserves the right to audit **Seller's** records to assure compliance with the terms of this **Subcontract**. **Seller** shall make available all data reasonably requested by **Buyer** or **Buyer's** representative.

**33. Seller Business Systems**

"Seller business systems" as used in this clause means **Seller's** material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When **Seller's** business systems are reviewed and approved by a government agency, **Seller** shall provide prompt notice to **Buyer** 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. Should the government observe a deficiency in **Seller's** business systems, and if any of those systems produces data that is integral to the output of the **Buyer**, acting in its role as a prime to the government or to another prime contractor, which may result in the **Seller's** and **Buyer's** business systems being disapproved, **Seller** shall be liable for and save **Buyer** harmless from any loss, damage, or expense whatsoever the **Buyer** may suffer.

**35. Severability:**

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

**36. Waiver:**

Failure of **Buyer** to enforce at any time, or from time to time, any provision of this **Subcontract** or applicable law shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity

**37. Electronic Transmissions:**

- (a) The parties agree that if this **Subcontract** is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this **Subcontract** or acknowledgment contains an electronic signature.
- (b) **Seller** shall, at **Buyer's** request and **Seller's** expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include (a) email and (b) the Internet directly between **Buyer** and **Seller**.

**38. Buyer Reviews and Approvals:**

The review or approval by **Buyer** of any work pursuant to this **Subcontract**, or any designs, drawings, specifications, or other documents, shall not relieve **Seller** of any of its obligations under this **Subcontract** or any modifications issued thereto, nor excuse or constitute a waiver of any defects or non-conformities in any **Goods** or **Services** furnished pursuant to this **Subcontract**.

**39. Government Contracts:**

For each **Subcontract** awarded in support of and charged to a U.S. Government contract, the provisions found in **Buyer's** terms and conditions, U.S. Government contract provisions from the **FAR** and the DFARS (**Buyer's** form TC002 Supplements 1, 2, and 3) shall apply along with any other applicable and mandatory flow-downs required by the **FAR** or DFARS or any other federally published supplement. All such appended **FAR**, DFARS, or other clauses are incorporated by reference as if set forth at length herein. **Seller** agrees that all such clauses that under applicable law must flow-down to lower tier **Subcontractors** of **Buyer** shall so flow-down to **Seller's Subcontractors**. In addition, **Seller** agrees to comply with [FAR 52.204-8](#), annual representations, in order to be eligible for any award. This includes submission of representations and certifications that are effective until one year from the date of submission or update to the [System for Acquisition Management \(SAM\)](#).

**40. Contractor Pre-Employment Screening:**

Pre-Employment Screening. Subcontractor hereby accepts as a condition of its **Subcontract** with **Buyer** that it is obligated to perform pre-employment background checks and drug screening on all of its employees or contractors under its control that require unescorted access to any **Buyer** facilities. Pre-employment background checks shall at a minimum verify the following information regarding each employee or contractor:

- (a) Employment Eligibility Verification (E-Verify);
- (b) Document verification of personal identification and citizenship and/or other ITAR/EAR access eligibility;
- (c) Name and address (going back 7 years);

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- (d) Employment history (going back 7 years), including dates of employment and job title, reason for termination of employment, salary verification;
- (e) Education – highest degree attained (or highest level completed), certifications, professional licenses;
- (f) Criminal conviction history at all locations of residence, college education, and employment during the immediately preceding seven-year period or (if less) going back to 18<sup>th</sup> birthday (state and federal databases);
- (g) A “credit header data” check to verify social security number and to determine if the individual has failed to list all names and addresses, with follow-up criminal checks conducted regarding any potential discrepancies surfaced; and
- (h) Motor vehicle violation history in the state of current license, to the extent such information can be obtained and considered under applicable law.

A “Nine Panel with Expanded Opiates” test panel will be the standard for drug and substance abuse screening. Included in the panel are the following: amphetamines, cocaine, marijuana, expanded opiates (codeine, morphine and heroin, hydrocodone, and oxycodone), phencyclidine (PCP), barbiturates, benzodiazepines, propoxyphene, and methadone.

**Certification.** Prior to being granted unescorted access to any of Buyer’s facilities, Subcontractor shall certify that such pre-employment background checks and drug screens have been performed.

**Audit Rights.** Buyer reserves the right to periodically audit Subcontractor pre-employment screening records to ensure compliance with this provision.

### 41. Standards on Slavery and Combating Human Trafficking in the Supply Chain:

- (a) Sellers – Consistent with Buyer’s corporate policies and pursuant to Buyer’s commitment to excellence and corporate social responsibility, Buyer supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. Buyer sets forth the following standards that its Sellers shall meet in order to do business with Buyer:
  - (i) Sellers that provide Goods or Services to Buyer shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules, and regulations;
  - (ii) Sellers shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business;
  - (iii) Sellers shall not employ any prison, indentured, or forced labor;
  - (iv) Sellers must comply with all applicable laws, regulations, and industry standards on working hours and working conditions; and
  - (v) Sellers must certify that materials incorporated into Goods provided to Buyer comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business.
- (b) If Buyer determines that Seller has violated these standards, Buyer may, in its discretion, either terminate this Subcontract and/or require the Seller to implement a corrective action plan as a condition of future business.

### 42. Conflict Minerals:

By accepting these terms and conditions, Seller agrees to timely response, to the best of its knowledge and belief, following a reasonable country of origin due diligence inquiry in accordance with the framework set forth in the “Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas” or other prevailing industry standard, to any request by, or on behalf of, Buyer, for information on the origin, source, and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by Seller or supplied by Seller to Buyer. Further, Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG in a product or component it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, Seller understands and acknowledges that any information provided in this regard may be used by Buyer to comply with its reporting obligations.

### 43. Last Buy Notice:

The Buyer may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this Subcontract.

The Seller shall notify the Buyer in writing of any of the following:

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- (a) Items, parts, subcomponents, and/or components; and/or
- (b) Electronics in equipment, assemblies, subassemblies, parts, components, or items delivered or to be delivered under this [Subcontract](#), whether supplied by the [Seller](#) or by the [Seller's](#) lower-tier [Subcontractor\(s\)](#), that are or are expected to be going out of production or will no longer be commercially available.
- (c) To the extent practicable, [Seller](#) shall provide [Buyer](#) with a “last time buy” notice for such “end-of-life” items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability. However, if twelve (12) months’ notice is not reasonable given the circumstances, then [Seller](#) shall provide [Buyer](#) with notice as soon as practicably possible.
- (d) [Seller](#) is to specifically identify those items by name or title, part number(s), function, and location in the item delivered, and the name and address of the supplier.

#### 44. Liens:

[Seller](#) shall keep its work and all [Goods](#) supplied by it hereunder and [Buyer](#) premises free and clear of all liens and encumbrances, including mechanic’s liens, in any way arising from performance of this [Subcontract](#) by [Seller](#) or by any of its vendors or [Subcontractors](#). [Seller](#) may be required by [Buyer](#) to provide a satisfactory release of liens as a condition of final payment.

#### 45. Conflict of Interest:

[Seller](#) is expected to comply with the Organizational Conflict of Interest (OCI) set forth in [FAR Subpart 9.5](#) in this [Subcontract](#). It will be the [Seller's](#) responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this [Subcontract](#).

#### 46. Subcontract Direction:

- (a) Only the [Buyer’s Authorized Procurement Agent](#) identified in this [Subcontract](#) has authority on behalf of the [Buyer](#) to make changes to this [Subcontract](#). All amendments must be identified as such in writing and executed by the parties.
- (b) The [Buyer’s](#) 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 [Goods/Services](#) to be delivered hereunder. No such action shall be deemed to be a change under the “[Changes](#)” clause of this [Subcontract](#) and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by [Seller](#) shall be in writing and sent to the [Buyer’s Authorized Procurement Agent](#).

#### 47. Cyber Security and Incident Reporting:

If [DFARS 252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to the [Subcontract](#) issued by [Buyer](#), [Seller](#) shall be responsible for the following in addition to those requirements specified in the above :

- (a) As defined therein, the [Seller](#) shall rapidly report cyber incidents to the DoD at <https://dibnet.dod.mil> and the [Buyer](#), providing the requisite information required under the clause.
- (b) Without exception, any cyber incident the [Seller](#) encounters shall be reported to [Buyer](#) as soon as practicable within 72 hours of discovery of incident.
- (c) In the event of a data breach, [Buyer](#) shall be afforded unlimited access to certain technical information (e.g. logs, packet flow information, etc.). This information will be required to satisfy [Buyer’s Customer](#) information requests.
- (d) Failure to report or provide these notices will be considered a material breach of this [Subcontract](#).

In further support of this requirement, should [Buyer](#) elect to utilize [Seller](#) checklists, representations, certifications of compliance, outside vendor verification, and/or onsite security audits, [Seller](#) shall support as required to meet the continuing needs of the [Buyer’s Customer](#).

#### 48. Limitation of Liability:

IN NO EVENT SHALL THE [BUYER](#) BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF [BUYER](#) WHETHER IN



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CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE SUBCONTRACT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE SUBCONTRACT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.

49. Entire Agreement:

This Subcontract, including its terms and conditions, attachments, and exhibits, sets forth the entire agreement between the Buyer and Seller and supersedes any and all other related agreements, understandings, and communications. No amendment or modification of this Subcontract shall be binding upon Buyer unless set forth in a written instrument signed by Buyer's Authorized Procurement Agent.

End of This Page

The Parties have executed this Agreement as of the last date signed below.

Vertex Aerospace, LLC

Signed:

Signed:

Name:	Name:
Title:	Title:
Date:	Date: