

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR) (FAR)

1. When the Goods and Services furnished are for use in connection with a U. S. Government Department of Defense (DoD) contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008), the following Supplement 1 - the U.S. Government Contract Provisions from the FAR (Corp Form CC009), shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Clauses not applicable for these reasons 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 provisions and the L3 General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008), the FAR provisions shall control.

2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were given in full text. 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.

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 clauses referenced below and otherwise in this Contract:
 - (i) "Contract", as defined in Corp Form CC008, section 1(n) " shall mean the Purchase Order, Subcontract, or Contract".
 - (ii) "Commercial Item" means a commercial item as defined in FAR 2.101.
 - (iii) "Contracting Officer" shall mean the U.S. Government Contracting Officer for L3's government prime contract under which this Contract is entered.
 - (iv) "SELLER" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) "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.
 - (vi) "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

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.

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TITLE OF CLAUSE	CLAUSE
DEFINITIONS (NOV 2013) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.202-1
GRATUITIES (APR 1984) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)	52.203-3
COVENANTS AGAINST CONTINGENT FEES (APR 1984) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-6
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-12
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.)	52.203-13
DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds \$5,500,000.)	52.203-14
WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (JUN 2010) (Applies ONLY to first tier subcontracts funded in whole or in part with Recovery Act funds.)	52.203-15
PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applies ONLY to subcontractors whose employees will perform acquisition functions closely associated with inherently governmental functions.)	52.203-16
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.203-17
PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (Applies ONLY for a contract with an entity that requires employees or subcontractors to sign an internal confidentiality agreement that restricts such employees or subcontractors from lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information.)	52.203-18
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (Applies the same as 52.203-18.)	52.203-19
SECURITY REQUIREMENTS (AUG 1996) (Applies if the Goods or Services to be performed require access to classified information. If SELLER is an educational institution and performing a cost-reimbursement contract, Alternate I applies.)	52.204-2
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.)	52.204-9
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 System For Acquisition Management (SAM) database. All information posted will be available to the general public.)	52.204-10
SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014) (ONLY to non-DOD prime contractors and first tier subcontractors providing supplies or services. See reporting thresholds by contract type. Subject to FAR 4.1705.)	52.204-14
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies to all subcontracts/PO's (including those for the acquisition of commercial items other than commercially available off the shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.)	52.204-21

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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 L3.)	52.209-6
MATERIAL REQUIREMENTS (AUG 2000) (Applies ONLY if the prime contract authorizes used, reconditioned, or remanufactured supplies, or unused former Government surplus property, to be used in contract performance and ONLY if the (sub)contractor has proposed the use of such supplies. NOT applicable to commercial items.)	52.211-5
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (Applies to all tiers ONLY if included in the prime contract.)	52.211-15
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIATION) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (MAY 2012) (See FAR 52.244-6 for flow-down of Commercial Items.)	52.212-5
TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2012) (Applies to Orders under the Simplified Acquisition threshold.)	52.213-4
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 price re-determinable type contract. Alternate II applies if SELLER is an educational or non-profit institution.) L3 may request a U.S. Government audit to examine SELLER's proprietary financial books and records.)	52.215-2
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required of L3 by its customer. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.) L3 may request a U.S. Government audit to examine SELLER's proprietary financial books and records.)	52.215-10
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) of L3 by its customer. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.) L3 request a U.S. Government audit to examine SELLER's proprietary financial books and records.)	52.215-11
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)	52.215-12
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.)	52.215-13
INTEGRITY OF UNIT PRICES (OCT 2010) (Applies if this Contract exceeds the Simplified Acquisition threshold. Delete paragraph (b) of the clause.)	52.215-14
PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g).)	52.215-15
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.)	52.215-16
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.)	52.215-17
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.)	52.215-18
NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k).)	52.215-19
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Applies ONLY when certified cost or pricing data is not required.)	52.215-20

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REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies ONLY for modifications when certified cost or pricing data is not required. See the definition provided in FAR 52.15-20.)	52.215-21
LIMITATION ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of the Simplified Acquisition threshold, 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 the TINA threshold.)	52.215-23
ALLOWABLE COST AND PAYMENT (JUN 2013). (The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), (c) 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).	52.216-7
FIXED FEE (JUN 2011) (Applies only if this Contract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)	52.216-8
INCENTIVE FEE (JUN 2011) (Applies only if this Contract includes an incentive fee. 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.)	52.216-10
COST CONTRACT - NO FEE (APR 1984) (Applies only if this Contract is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract.)	52.216-11
CONTRACT DEFINITIZATION (OCT 2010) (Applicable ONLY to undefinitized letter contracts, NTE's, or unpriced actions. This clause is applicable ONLY when time is of the essence and the normal procurement process will not support customer requirements. Use this clause with FAR 52.216-23 Limitation of Government Liability. Both clauses are modified to reflect that the Gov't is "L3" and the Contracting Officer is "Buyer".)	52.216-25
UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Applies if this Contract is equal to or exceeds the Simplified Acquisition threshold with the exception of commercial items.)	52.219-8
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. SELLER's subcontracting plan is incorporated herein by reference. NOTE - Alternate IV (DEVIATION 2018-00007) (DEC 2017). When incorporating a subcontracting plan in orders against basic ordering agreements and blanket purchase agreements due to a modification as specified in 19.702(a)(3), substitute the FAR-specified language in paragraphs (c), (d), and (l) for paragraphs (c), (d), and (l) of the basic clause)	52.219-9
LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) (Applies ONLY to a large business when 52.219-9 is applicable.)	52.219-16
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (Applies ONLY if included in the prime contract.)	52.222-1
PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Applies ONLY when a cost-reimbursement contract is contemplated and the contract amount is expected to exceed the Simplified Acquisition threshold. For all Contracts and Subcontracts insert Zero in the blank).	52.222-2
CONVICT LABOR (JUN 2003) (Applies to all contracts above the micro-purchase threshold.)	52.222-3
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.)	52.222-4
NON-DISPLACEMENT OF QUALIFIED WORKERS (SERVICE CONTRACTS) (JAN 2013) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.222-17
PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) (Applies ONLY to 1 st tier subcontractors in excess of \$10M.)	52.222-24
PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Applies ONLY to subcontracts in excess of \$10M.)	52.222-21
EQUAL OPPORTUNITY (APR 2015) (Applies ONLY to subcontracts in excess of \$10,000.)	52.222-26

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EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is equal to or greater than the Simplified Acquisition threshold. SELLER shall comply with the requirements of 41 CFR 60-300.5(a).)	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. SELLER shall comply with the requirements of 41 CFR 60-741.5(a).)	52.222-36
EMPLOYMENT REPORTS ON VETERANS (OCT 2015) (Applies if this Contract is equal to or greater than the Simplified Acquisition threshold.)	52.222-37
COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010) (Applies ONLY if 52.222-37 is applicable.)	52.222-38
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000.)	52.222-40
SERVICE CONTRACT LABOR STANDARDS (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 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)	52.222-41
FAIR LABOR STANDARDS ACT (FLSA) AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009) (Applies ONLY to fixed-price, time-and-materials, or labor-hour service contracts which also contain FAR 52.222-41.)	52.222-43
FLSA AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (SEP 2009) ((Applies ONLY to fixed-price, time-and-materials, or labor-hour service contracts which also contain FAR 52.222-41.)	52.222-44
COMBATING TRAFFICKING IN PERSONS (MAR 2015) ALL TIERS - (1) Applicable to all subcontracts and all contracts with agents. The requirements of para (h) (Compliance Plan) of this clause apply only to that portion of the subcontract that - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter.)	52.222-50
EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds the micro-purchase threshold 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.)	52.222-54
MINIMUM WAGES UNDER EO 13658 (IN CONJUNCTION WITH 52.222-41) (DEC 2014)(Applies to all subcontracts, regardless of contract value, that are subject to 52.222-41 and are to be performed in whole or in part in the United States.)	52.222-55
PAID SICK LEAVE (DEC 2016) (Applies to all subcontracts, regardless of contract value, that are subject to 52.222-41 and are to be performed in whole or in part in the United States.)	52.222-62
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material.)	52.223-3
NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Goods containing covered radioactive material. In the blank insert "30".)	52.223-7
ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) (Applies if this Contract is equal to or greater than the Simplified Acquisition threshold.)	52.223-9
OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applies if the Goods were manufactured with or contains ozone-depleting substances.)	52.223-11
ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (Applies to Contracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances. Requires the identification of the substance by the subcontractor.)	52.223-15
IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) (Applies ONLY to subcontractors who are required to deliver EPEAT Bronze (or higher) registered/rated personal computers as end items (deliverable at the prime level).	52.223-16

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ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds the micro-purchase threshold.)	52.223-18
PRIVACY TRAINING (JAN 2017) (Applies ONLY when the training requirements where employees will have access to a systems of records on individuals or will handle personally identifiable information.)	52.224-3
BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Goods contain other than domestic components.)	52.225-1
BUY AMERICAN ACT – NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT (MAY 2012) (Applies ONLY if it is in the prime contract and the subcontractor is delivering an “end product” and the value is \$25,000 and \$175,000 for supplies or for services involving the furnishing of supplies, for use within the United States. Use ALT I if greater than \$25K, Use ALT II if greater than \$50K.)	52.225-3
BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (JUN 2009) (ONLY if 52.225-3 applies.)	52.225-4
TRADE AGREEMENTS (NOV 2013) (Applies if the Goods contains other than U.S. made or designated country end-products as specified in the clause.)	52.225-5
TRADE AGREEMENTS – CERTIFICATE (JAN 2005) (Applies ONLY if 52.225-5 applies.)	52.225-6
DUTY FREE ENTRY (OCT 2010) (Applies if the Goods will be imported into the Customs Territory of the United States.)	52.225-8
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) (Prohibits transactions involving Cuba, Iran, Libya, Sudan, Burma and North Korea. The OFAC list of prohibited entities and individuals subject to economic sanction may be accessed on line.)	52.225-13
CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013) (Applies ONLY when included in the prime contract AND the subcontractor will perform private security functions in contingency operations, combat operations, or other significant military operations	52.225-26
AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)	52.227-1
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.227-2
ROYALTY INFORMATION (APR 1984) (Applies to suppliers charging more than \$250 for royalties.)	52.227-6
REFUND OF ROYALTIES (APR 1984) (Applies when a reported royalty exceeds \$250.)	52.227-9
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Goods or Services or any patent application may cover classified subject matter.)	52.227-10
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 L3 Representative identified on the face of this Order. 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.)	52.227-11
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 L3’s authorized representative.)	52.227-13
RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies.)	52.227-14
ADDITIONAL DATA REQUIREMENTS (JUN 1987) (Applicable to all subcontractors that require the delivery of data. Allows the Government to reorder any data first produced or specifically used during the contract, for a period of 3 years after acceptance of all items.)	52.227-16
COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) (Applies ONLY for the acquisition of existing computer software. Grants sufficient rights for the Government to fulfill the need for which the software is being acquired. NOTE: Requires the Prime Contractor to complete the notice as specified in the FAR.)	52.227-19

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INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves work on a Government installation. Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)	52.228-5
COST ACCOUNTING STANDARDS (OCT 2015) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or L3." Delete paragraph (b) of the clause.)	52.230-2
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 L3." Delete paragraph (b) of the clause.)	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 L3." Delete paragraph (b) of the clause.)	52.230-4
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 L3." Delete paragraph (b) of the clause.)	52.230-5
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.)	52.230-6
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "120 days" is changed to "60 days," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)	52.232-7
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	52.232-9
PROGRESS PAYMENTS (MAY 2012) (Applies ONLY if L3 has been approved for progress payments from the Government or higher tier contractor.)	52.232-16
LIMITATION OF COST (APR 1984) (Applies if this is a fully funded cost reimbursement Contract.)	52.232-20
LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is an incrementally funded cost reimbursement Contract.)	52.232-22
PERFORMANCE-BASED PAYMENTS (AUG 2012) (Applies ONLY if included in the Prime contract and the subcontract is significant and such payments are linked to similar payment milestones that L3 may have with the Government.)	52.232-32
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. This clause does not apply if L3 does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)	52.232-40
INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Applies ONLY if included in the Prime contract.)	52.234-1
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Goods and Services are performed on a Government installation.)	52.237-2
STOP-WORK ORDER (AUG 1989) (Applies ONLY to negotiated contracts for supplies, services, or research and development. Alternate 1 applicable for cost reimbursement. "90 day" period may be less than 90 days.)	52.242-15
CHANGES - FIXED PRICE (AUG 1987) (Alternate I applies if this Contract is for services. Alternate II applies if this Contract is for supplies and services.)	52.243-1
CHANGES - COST REIMBURSEMENT (AUG 1987) (Applies if this is a cost-reimbursement contract.)	52.243-2
CHANGES – TIME AND MATERIAL OR LABOR-HOURS (Applicable if this is a time and material or labor hour contract)	52.243-3
CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting.)	52.243-6
SUBCONTRACTS (OCT 2010) (paragraph (h) notice to L3 and (i) only apply)	52.244-2

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COMPETITION IN SUBCONTRACTING (DEC 1996)	52.244-5
SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015) (Invokes a list of clauses as specified in the FAR)	52.244-6
GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) ("Contracting Officer" means "L3" 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 L3. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "L3 and except in paragraphs (d)(2) and (g) where the term includes L3. The following is added as paragraph (n) "SELLER shall provide to L3 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.")	52.245-1
GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) (Applies ONLY to subcontractors performing services on a Government Installation AND if "as is" Government Property listed in paragraph (e) of this clause at the Prime Contract Level will be furnished to the subcontractor.	52.245-2
USE AND CHARGES (APR 2012) (Applicable when 52.245-1 applies.)	52.245-9
INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Applies to Contracts that exceed the Simplified Acquisition threshold.)	52.246-2
INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost-reimbursement contract.)	52.246-3
INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Applies to Contracts that exceed the Simplified Acquisition threshold.)	52.246-4
INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) (Applies if this is a cost-reimbursement contract.)	52.246-5
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (Applies if this is a labor hour or time and material contract.)	52.246-6
RESPONSIBILITY FOR SUPPLIES (APR 1984) ((Applies to Contracts that exceed the Simplified Acquisition threshold.)	52.246-16
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)	52.247-63
PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Applies if this Contract involves delivery of an end item by ocean transportation.)	52.247-64
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.)	52.247-67
VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds the Simplified Acquisition threshold.)	52.248-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Applies if this Contract exceeds the Simplified Acquisition threshold.) (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 "90 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.)	52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996) (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. 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.)	52.249-5
TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (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	52.249-6

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<p>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.)</p>	
<p>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Applies if this Contract exceeds the Simplified Acquisition threshold. Timely performance is a material element of this Contract.)</p>	52.249-8
<p>EXCUSABLE DELAYS (APR 1984) (Applies ONLY to cost reimbursement subcontracts with a fee, as well as time & material, and labor-hour subcontracts.)</p>	52.249-14
<p><i>CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:</i></p>	
<p>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</p>	52.203-11
<p>Reporting Executive Compensation and First-Tier Subcontract Awards</p>	52.204-10
<p>Certification Regarding Responsibility Matters</p>	52.209-5
<p>Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</p>	52.209-6
<p>Certification Regarding Knowledge of Child Labor for Listed End Products</p>	52.222-18
<p>Previous Contracts and Compliance Reports</p>	52.222-22
<p>Affirmative Action Compliance</p>	52.222-25
<p>Affirmative Action for Workers with Disabilities</p>	52.222-36
<p>Bio-based Product Certification</p>	52.223-1
<p>Recovered Material Certification</p>	52.223-4
<p>Public Disclosure of Greenhouse Gas Emissions and Reduction Goals</p>	52.223-22
<p>Prohibition on Conducting Restricted Business Operations in Sudan Certification</p>	52.225.20
<p>Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification</p>	52.225-25
<p>Cost Accounting Standards Notices and Certifications</p>	52.230-1
<p><i>ADDITIONAL CLAUSES:</i></p>	
<p><i>TRUTH IN NEGOTIATIONS</i></p> <p>Certified Cost or Pricing Data (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.</p> <p>1. Indemnification</p> <p>If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.</p> <p>The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.</p>	

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If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Certified Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain certified cost or pricing data or "Other Than Certified Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

DISPUTES – GOVERNMENT CONTRACTS

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts

i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, "DISPUTES", as found in Corporate Form CC008 of the Subcontract.

ii. 1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended,

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<p>if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.</p> <p>iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.</p> <p>iv. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.</p> <p>v. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as amended.</p> <p><u>SUBMISSION OF INCURRED COST PROPOSALS (T&M AND COST REIMBURSABLE ONLY)</u></p> <p>Seller shall submit its annual incurred cost proposal required by FAR 52.216-7 to Seller’s cognizant U.S. Government audit agency within six (6) months after the end of Seller’s fiscal year. Seller shall confirm its submission in writing to Buyer, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to Buyer within thirty (30) days of the Seller’s incurred cost submission. Seller agrees that the audit results shall be reflected in timely adjustments to the prices paid by Buyer to Seller under this Subcontract as reflected in Seller’s invoices to Buyer. Seller hereby grants its permission for Seller’s cognizant U.S. Government audit agency to provide a copy of any resultant audit report to Buyer.</p>	
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