L3 Technologies, Inc.
General Terms and Conditions for Supply and Services Subcontracts

1. When the materials or products 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 provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. In the event of a conflict between these FAR provisions and 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 in full text. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties herein and effect the proper intent of the of the provision except where further clarified or modified below. Subcontractor”, however, shall mean “Seller’s Subcontractor” under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

3. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. 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.

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B. ORDERS OVER $10,000 ALSO INCLUDE THE FOLLOWING:
   1. Reporting Executive Compensation and First-Tier Subcontract Awards 52.204-10
   2. Walsh-Healy Public Contracts Act 52.222-20
   3. Prohibition of Segregated Facilities 52.222-21
   4. Equal Opportunity 52.222-26
   5. Affirmative Action for Workers with Disabilities (Seller shall comply with the requirements of 41 CFR 60-741.5(a)) 52.222-36
   6. Notification of Employee Rights Under the National Labor Relations Act (para (f) only) 52.222-40

C. ORDERS OVER THE SIMPLIFIED ACQUISITION PROGRAM (SAP) THRESHOLD (or amounts as specified) ALSO INCLUDE THE FOLLOWING:
   1. Certificate of Independent Price Determination 52.203-2
   2. Gratuities 52.203-3
   3. Covenants Against Contingent Fees 52.203-5
   4. Restrictions on Subcontractor Sales to the Government 52.203-6
   5. Anti-Kickback Procedures (less paragraph (c) (1)) 52.203-7
   6. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 52.203-8
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   9. Preventing Personal Conflicts of Interest 52.203-16
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Whistleblower Rights 52.203-17
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23. Federal, State, and Local Taxes 52.229-3
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28. Inspection of Services, Fixed Price 52.246-4
29. Higher Level Contract Quality Requirement 52.246-11
30. Responsibility for Supplies 52.246-16
31. Value Engineering 52.248-1
32. Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year In Paragraph (e) is changed to “six months.” The term “90 days in paragraph (l) is changed to “forty-five days,” per 49.502(e) 52.249-2
33. Default (Fixed Price Supply and Service) 52.249-8

D. ORDERS OVER $650,000 ALSO INCLUDE THE FOLLOWING:
1. Contractor Code of Business Ethics and Conduct 52.203-13
2. Display of Hotline Poster(s) 52.203-14
3. Pension Adjustments and Asset Reversions 52.215-15
4. Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions 52.215-18
5. Notification of Ownership Changes 52.215-19
6. Small Business Subcontracting Plan 52.219-9
7. Liquidated Damages – Subcontracting Plan 52.219-16
8. Pre-award On-Site Equal Opportunity Compliance Evaluation 52.222-24

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:
1. Audit and Records – Sealed Bidding 52.214-26
2. Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding 52.214-27
3. Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding 52.214-28
4. Price Reduction for Defective Certified Cost or Pricing 52.215-10
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3. Allowable Cost and Payment (cost reimbursement – Seller agrees to execute assignment documents in order to meet subsection (d) (5)) 52.216-7
4. Fixed Fee – applicable if this is a cost plus fixed fee order 52.216-8
5. Incentive Fee – applicable if this is a cost plus incentive fee order 52.216-10
6. Cost Contract – No Fee (applicable if this is a cost no fee order) 52.216-11
7. Cost Sharing Contract – No Fee (applicable if this is a cost sharing, no fee order) 52.216-12
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13. Limitation of Cost (if fully funded) 52.232-20
14. Limitation of Funds (if incrementally funded) 52.232-22
15. Stop Work Order 52.242-15 Alt I
16. Changes – Cost-Reimbursement (applicable if this is a cost-reimbursement order) 52.243-2
17. Changes – Time and Material or Labor-Hours (applicable if this is a time and material or labor hour order) 52.243-3
18. Inspection of Supplies - Cost-Reimbursement – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-3
19. Inspection of Services - Cost –Reimbursement – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer) and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-5
20. Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-6
21. Submission of Transportation Documents for Audit 52.247-67
22. Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to time and material or labor-hour orders only. 52.249-6 Alt IV
23. Excusable Delays 52.249-14

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1. Subcontracts (Labor Standards). 52.222-11
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13. North Carolina State and Local Sales and Use Tax 52.229-2
14. Prompt Payment for Construction Contracts 52.232-27
15. Inspection of Construction 52.246-12
16. Value Engineering - Construction 52.248-3

4. CERTIFICATIONS
   The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, Therefore, eligible for award.
   A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11
   B. Reporting Executive Compensation and First-Tier Subcontract Awards 52.204-10
   C. Certification Regarding Responsibility Matters 52.209-5
   D. Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment 52.209-6
   E. Certification Regarding Knowledge of Child Labor for Listed End Products 52.222-18
   F. Previous Contracts and Compliance Reports 52.222-22
   G. Affirmative Action Compliance 52.222-25
   H. Affirmative Action for Workers with Disabilities 52.222-36
   I. Bio-based Product Certification 52.223-1
   J. Recovered Material Certification 52.223-4
   L. Prohibition on Conducting Restricted Business Operations in Sudan Certification 52.225-20
   M. Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation & Certification 52.225-25
   N. Cost Accounting Standards Notices and Certifications 52.230-1

5. Applicable to all contracts that are funded in whole or in part by the American Recovery and Reinvestment Act of 2009 (“Recovery Act”):
   1. Whistleblower Protections Under the American Recovery and Reinvestment Act 52.203-15
   2. Audit and Records - Sealed Bidding 52.214-26

6. ADDITIONAL CLAUSES
   COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt)

   Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer with respect to Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4(if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

TRUTH IN NEGOTIATIONS

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.

1. Indemnification
   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.

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.

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, 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.

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.

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.

v. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as
amended.

Submission of Incurred Cost Proposals (T&M and Cost Reimbursable only)

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.