

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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# L3 Technologies, Inc.

## General Terms and Conditions for Supply and Services Subcontracts

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7. Buy American Act – North American Free Trade Agreement – Israeli Trade Act	52.225-3
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## General Terms and Conditions for Supply and Services Subcontracts

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31. Value Engineering	52.248-1
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33. Default (Fixed Price Supply and Service)	52.249-8
<b>D. <u>ORDERS OVER \$650,000 ALSO INCLUDE THE FOLLOWING:</u></b>	
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2. Display of Hotline Poster(s)	52.203-14
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| 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       |
| 8. Payment for Overtime Premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order  | 52.222-2        |
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| 12. Payments under Time-and Materials and Labor-Hour Contracts (“schedule” means Purchase order, “voucher(s)” means Purchase order. “Government” means Buyer and “Contracting Officer” means Buyer Purchasing Representative  | 52.232-7        |
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| 15. Stop Work Order   | 52.242-15 Alt I |
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| 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       |
| <b>G. <u>APPLICABLE TO CONSTRUCTION ORDERS</u></b>  |                 |
| 1. Subcontracts (Labor Standards).  | 52.222-11       |
| 2. Affirmative Action Compliance Requirements for Construction  | 52.222-27       |
| 3. Notice of Requirement for Project Labor Agreement  | 52.222-33       |
| 4. Project Labor Agreement  | 52.222-34       |
| 5. Affirmative Procurement of Bio-based Products Under Service and Construction Contracts   | 52.223-2        |
| 6. Buy American – Construction Materials  | 52.225-9        |
| 7. Notice of Buy American Requirement – Construction Materials  | 52.225-10       |
| 8. Buy American – Construction Materials Under Trade Agreements   | 52.225-11       |
| 9. Required Use of American Iron, Steel, and Manufactured Goods, Buy American Statute – Construction Materials  | 52.225-21       |
| 10. Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Statute – Construction Materials  | 52.225-22       |

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| 11. Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials Under Trade Agreements            | 52.225-23 |
| 12. Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements | 52.225-24 |
| 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.*
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| 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  |
| K. Public Disclosure of Greenhouse Gas Emissions and Reduction Goals   | 52.223-22 |
| 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”):**
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|---|-----------|
| 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, including 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.