

## **L3 Technologies, Inc.**

### **General Terms and Conditions for Supply and Service Subcontracts**

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

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1. When the Goods or 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 (Corporate Form CC008) and Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009), the following Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Acquisition Regulation Supplement (DFARS) (Corporate Form CC010) shall apply, as required by the terms of the applicable clause, 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 DFARS provisions and Corporate Form CC008, the DFARS provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>.
2. The following DFARS clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement 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 Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the DFARS clauses included in this Supplement.
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:
    - (i) “Commercial Item” means a commercial item as defined in FAR 2.101.
    - (ii) “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
    - (iii) “Contracting Officer” means the U.S. government contracting officer for L3’s government Prime Contract under which this Agreement is entered.
    - (iv) “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
    - (v) “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
    - (vi) “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.
    - (vii) “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
    - (viii) “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
    - (ix) “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
    - (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.

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- c. Unless otherwise indicated, substitute the following party names in all DFARS clauses, as applicable:
- (i) “L3” for “agency,” “government,” or “United States”;
  - (ii) “L3 Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO”;
  - (iii) “SELLER” for “contractor” or “offeror.”
- d. Any communication/notification required under a DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

***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.***

<b>TITLE OF CLAUSE</b>	<b>CLAUSE</b>
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	252.203-7000
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.203-7001
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	252.203-7002
AGENCY OFFICE OF THE INSPECTOR GENERAL	252.203-7003
DISPLAY OF HOTLINE POSTERS (Applies if this Agreement exceeds \$5.5 million.)	252.203-7004
DISCLOSURE OF INFORMATION (Applies if this Agreement requires SELLER to have access to or generate unclassified information that may be sensitive and inappropriate for release to public.)	252.204-7000
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	252.204-7003
ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Applies when the clause at FAR 52.204-2 applies.)	252.204-7005
LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government’s activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)	252.204-7009
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. L3 shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)	252.204-7012
LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	252.204-7014
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	252.204-7015
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIALS (Applies when the item being purchased contains precious metals.)	252.208-7000
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies if the value of this Agreement is \$150,000 or more.)	252.209-7004

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ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM (Applies if this Agreement is for systems engineering or technical assistance for a major defense acquisition program or pre-major defense acquisition program.)	252.209-7009
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if L3 acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)	252.211-7003
PASSIVE RADIO FREQUENCY IDENTIFICATION (Applies if this Agreement will require shipment of items meeting the criteria at DFAR 211.275-2.)	252.211-7006
ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Applies (a) if this Agreement is a fixed-price supply or service contract that is to be performed wholly or in part in a foreign country; and (b) a foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.)	252.216-7003
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEVIATION 2018-O0007) (Applies to this Agreement if the Basic (DEVIATION 2018-O0007), Alternate I (DEVIATION 2018-O0007), or Alternate II version of the clause at FAR 52.219-9 applies. Alternate I (DEVIATION 2018O0007) of this clause applies when Alternate III of the clause at FAR 52.219-9 applies.)	252.219-7003
SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applies if this Agreement offers subcontracting opportunities, is expected to exceed \$700,000, is required to include FAR 52.219-8, and the clauses at: FAR 52.219-9 and DFARS 252.219-7003; FAR 52.219-9 with its Alternate III and DFARS 252.219—7003 Alternate I; or DFARS 252.219-7004.)	252.219-7004
RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applies if this Agreement is subject to DFARS 222.70.)	252.222-7000
COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Applies if this Agreement is for services or construction and is to be performed outside the United States and its outlying areas.)	252.222-7002
RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if the value of this Agreement exceeds \$1 million. The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)	252.222-7006
HAZARD WARNING LABELS (Applies if this Agreement requires the submission of hazardous material data sheets, pursuant to the clause at FAR 23.302(c).)	252.223-7001
SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if this Agreement involves ammunition or explosives. "Government" in paragraph (b) means "L3 and the government.")	252.223-7002
CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	252.223-7003
PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC (Applies if this Agreement may require or permit SELLER access to a DoD installation. Alternate I applies if this Agreement may require, or permit contractor access to a DoD installation, when the Secretary of the military department issues a determination under the exception at 223.7104(a)(10).)	252.223-7006
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies when DoD 5100.76-M applies, in accordance with the policy set forth in the clause at DFARS 223.7201.)	252.223-7007
PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.)	252.223-7008
7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Goods contain other than domestic components. Applies in lieu of the clause at FAR 52.225-1. Alternate I	252.225-7001

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applies if this Agreement is for the acquisition of end products in support of operations in Afghanistan.)	
PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this Agreement is for items on the U.S. Munitions list.)	252.225-7007
RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)	252.225-7008
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)	252.225-7009
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.225-7012
DUTY-FREE ENTRY (Applies in lieu of the clause at FAR 52.225-8. The Prime Contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact the L3 Buyer.)	252.225-7013
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if the Goods contain ball or roller bearings.)	252.225-7016
TRADE AGREEMENTS (Applies if this Agreement is for the acquisition of end products listed in the clause at DFARS 225.401-70 and the value of the acquisition equals or exceeds \$180,000. Applies in lieu of FAR 52.225-5.)	252.225-7021
RESTRICTION ON THE ACQUISITION OF FORGINGS (Applies when SELLER will provide forging items or for other items that contain forging items.)	252.225-7025
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applies if this Agreement is for supplies and services for international military education training and foreign military sales.)	252.225-7028
WAIVER OF UNITED KINGDOM LEVIES (Applies if this Agreement is expected to exceed \$1 million and SELLER is a United Kingdom firm.)	252.225-7033
CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if SELLER's personnel are supporting U.S. Armed Forces deployed outside the United States in (a) contingency operations; (b) peace operations consistent with Joint Publication 3-07.3; or (c) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)	252.225-7040
ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies if this Agreement requires performance or travel outside the U.S.)	252.225-7043
EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Applies if the Agreement may require exports or transfers of qualifying defense articles in connection with deliveries under the Prime Contract.)	252.225-7047
EXPORT-CONTROLLED ITEMS	252.225-7048
PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (Applies if the Agreement involves the acquisition of commercial satellite services).	252.225-7051
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds \$500,000.)	252.226-7001
RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to L3 or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which L3 or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)	252.227-7013

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RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if SELLER will be required to deliver to L3 or the government computer software or computer software documentation. Alternate I applies to computer software or computer software documentation in which the government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation. Alternate I applies when this Agreement requests the development or delivery of a vessel design or any useful article embodying a vessel design.)	252.227-7014
TECHNICAL DATA – COMMERCIAL ITEMS (Applies when SELLER will be required to deliver technical data pertaining to commercial items developed in any part at private expense.)	252.227-7015
RIGHTS IN BID OR PROPOSAL INFORMATION	252.227-7016
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Applies when the clause at DFARS 252.227-7013 or 252.227-7014 applies.)	252.227-7017
VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Applies if this Agreement requires SELLER to furnish computer software to the government.)	252.227-7019
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Applies when it is anticipated that the government will provide SELLER technical data, computer software, or computer software documentation marked with another contractor's restrictive legend(s) in the performance of this Agreement.)	252.227-7025
DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7026
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7027
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Applies ONLY if included in prime contract and subcontractor will deliver technical data.)	252.227-7028
TECHNICAL DATA - WITHHOLDING OF PAYMENT (Applies if the clause at DFARS 252.227-7013 applies.)	252.227-7030
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)	252.227-7037
PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if this Agreement is for experimental, developmental, or research work and the clause at FAR 52.227-11 does not apply. Alternates I and II may apply, pursuant to the terms of the clause at DFARS 227.303(2).)	252.227-7038
GROUND AND FLIGHT RISK (Applies if this Agreement is for development, production, modification, maintenance, repair, flight, or overhaul of aircraft, except for contracts (a) strictly for activities incidental to normal aircraft operations; (b) awarded under FAR Part 12 procedures for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft, other otherwise involving the furnishing of aircraft; (c) for which non-DoD customer has agreed to assume the risk of loss or destruction of, or damages to, the aircraft; or (d) for commercial derivative aircraft that are to be maintained to FAA airworthiness when the work will be performed at a licensed FAA repair station.)	252.228-7001
ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies if this Agreement involves the manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles.)	252.228-7005
TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (Applies if this Agreement involves performance in Afghanistan, unless the clause at 252.229-7015 is used.)	252.229-7014
SUPPLEMENTAL COST PRINCIPLES (Applies if this Agreement is subject to the principles and procedures described in FAR subpart 31.1, 31.2, 31.6, or 31.7.)	252.231-7000

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EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (Applies to this Agreement if specified in the Prime Contract.)	252.234-7002
COST AND SOFTWARE DATA REPORTING SYSTEM—BASIC (Applies if this Agreement exceeds \$50 million.)	252.234-7004
FREQUENCY AUTHORIZATION - BASIC (Applies if this Agreement requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization. Alternate I applies if agency procedures authorize the use of DD Form 1494, Application for Equipment Frequency Allocation, to obtain frequency authorization.)	252.235-7003
CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (Applies if this Agreement is for mission-essential services.)	252.237-7023
NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (This is the clause used in solicitations when 252.237-7023 will be used in the Prime Contract.)	252.237-7024
INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applies if this Agreement involves the performance of information assurance functions as described in DoD 8570.01-M.)	252.239-7001
CLOUD COMPUTING SERVICES (Applies if this Agreement involves or may involve cloud services.)	252.239-7010
TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if this Agreement requires securing telecommunications.)	252.239-7016
SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)	252.239-7018
PRICING OF CONTRACT MODIFICATIONS (Applies if this Agreement is a fixed price contract.)	252.243-7001
SUBCONTRACTS FOR COMMERCIAL ITEMS	252.244-7000
TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7001
REPORTING LOSS OF GOVERNMENT PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7002
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Applies when the clause at FAR 52.245-1 applies.)	252.245-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to L3 and the contracting officer identified to SELLER.)	252.246-7003
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)	252.246-7007
SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)	252.246-7008
TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)	252.247-7023
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Agreement is in support of a major defense program.)	252.249-7002
<b><i>CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD.</i></b>	
<i>ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS</i>	252.204-7007
<i>REPRESENTATION OF USE OF CLOUD COMPUTING</i>	252.239-7009