

REMARK D33 (FORMERLY GT78-32)  
TERMS & CONDITIONS FOR LICENSING OF SOFTWARE  
(OTHER THAN RESEARCH AND DEVELOPMENT SOFTWARE)

**THESE TERMS AND CONDITIONS APPLY IN LIEU OF REMARK C64**

1. DEFINITIONS.
  - a) "Documentation" shall mean all materials supplied under this order with the exception of the Software, as hereinafter defined, including any and all installer's, operator's and user's manuals, training materials, sales and marketing literature, "technical white papers", guides, functional and/or technical specifications, commentary, listings and other materials, (including, without limitation, all materials describing the interoperability of the Software with other hardware or Software), in any or all media, for use in conjunction with the Software.
  - b) "GE Affiliate(s)" shall mean any and all components, subsidiaries and affiliates worldwide, as now or hereinafter constituted, of the General Electric Company.
  - c) "Goods" means the product, including without limitation the Software and Documentation, supplied by Seller under this order.
  - d) "Licensee" shall mean the Purchaser.
  - e) "Licensor" shall mean the party contracting to provide the Goods to Licensee hereunder.
  - f) "Purchaser" means the party contracting with Licensor for Goods and identified as the purchasing entity on the face of this order.
  - g) "Software" shall mean the computer program supplied under this order and any and all modifications thereof, including any programs provided pursuant to Software upgrades, and performing the functions and complying with the descriptions, proposals and specifications identified in the Documentation.
  - h) "Third Parties" shall mean, in the case of Licensee, agents, contractors, business partners, customers and prospective customers, and suppliers of Licensee and/or the GE Affiliate.
  - i) "Warranty Period" shall mean one (1) year beginning on the date of Licensee's Final Acceptance of the Software.
2. TERMS AND CONDITIONS. No terms and conditions other than the terms and conditions set forth in this order, including any terms and conditions in any document attached to or incorporated by reference in this order, shall be binding upon Licensee unless accepted by it in writing. Terms and conditions contained in any acknowledgement of this order, which are different from or in addition to the terms and conditions of this order shall not be binding on Licensee, whether or not they would materially alter this order, and Licensee hereby objects thereto. Licensor will be deemed to have assented to all terms and conditions contained herein if any part of the Goods covered by this order is shipped or an invoice is presented in connection with the said Goods.
3. SCOPE. This order shall apply to Licensee wherever situated, and the Software may be used by Licensee and its officers and employees engaged in work on behalf of Licensee, whether on or off premises, worldwide. This order shall also apply to Third Parties provided that such Third Parties' access and/or utilization of such Software is limited to activities related to business between Licensee and such Third Party and/or in conjunction with services being provided to Licensee by such Third Party for Licensee's benefit. Notwithstanding, the Software may also be accessed and utilized by any end user in the world for purposes of obtaining application services provided by Licensee (or any Third Party for Licensee's benefit) utilizing the Software.
4. EXTRA CHARGES AND PACKAGING REQUIREMENTS. Packaging requirements are contained in Licensee's Standard Remark E12 listed on this purchase order (if applicable). No charges of any kind, including charges for boxing and cartage, will be allowed unless specifically agreed to by Licensee in writing. Licensor shall be responsible for packing and packaging necessary to withstand transportation hazards and preparing shipments in accordance with the instructions furnished by Licensee. Price is to cover net weight, unless otherwise agreed.
5. TRANSPORTATION. Unless otherwise stipulated on the face of this order or as modified by routing letter from Licensee, goods covered by this order shall be shipped "FOB" Licensor's Plant as defined by the New York Uniform Commercial Code ("NYUCC"). Delivery, however, in advance of the specified shipping date, will not establish FOB point. Transportation charges on goods delivered FOB destination, as defined by the NYUCC, must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Licensor. Unauthorized transportation charges not prepaid will be billed to Licensor by Licensee. Licensee carries insurance on all material for which it accepts risk of loss while such material is in transit. Therefore, Licensor shall not declare any value on such material shipped via United Parcel Service, Air Freight, or Parcel Post. Licensor shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. If Licensor does not comply with Licensee's delivery schedule,

Licensee may, in addition to any other rights which Licensee may have under this order, require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by the Licensor.

6. **ANTICIPATION OF DELIVERY SCHEDULE.** Unless otherwise agreed in writing, Licensor shall not delivery arrangements in advance of the time necessary to meet Licensee's delivery schedule. It is Licensor's responsibility to comply with this schedule but not to anticipate Licensee's requirements. Software furnished to Licensee in advance of schedule may be refused or returned to Licensor at Licensor's expense.
7. **DEFAULT.** Licensee may by written notice of default to Licensor (a) terminate the whole, without further compensation to Licensor, or any part of this order in any one of the following circumstances: (i) if Licensor fails to perform within the time specified herein or any extension thereof; or (ii) if Licensor fails to perform any of the other provisions of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days or such longer period as Licensee may authorize in writing after receipt of notice from Licensor specifying such failure; and (b) upon such termination Licensee may procure, upon such terms as it shall deem appropriate Goods similar to those so terminated, in which case Licensor shall continue performance of this order to the extent not terminated and shall be liable to Licensee for any excess costs for such similar Goods. As an alternate remedy, and in lieu of termination for default, Licensee, at its sole discretion, may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in Licensor's performance, in which case an equitable reduction in the purchase order price shall be negotiated. In the event Licensor for any reason anticipates difficulty in complying with the required delivery date or performance schedule, or in meeting any of the other requirements of this order, Licensor shall promptly notify Licensee in writing. The rights and remedies of the Licensee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.
8. **LICENSEE'S PROPERTY.**
  - A. All tangible and intangible property, including but not limited to tools, tool drawings, materials, drawings, computer software, documents, information or data of every description furnished to Licensor by Licensee or specifically paid for in whole or in part by Licensee, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Licensee, and, unless otherwise agreed to in writing by Licensee shall be used by Licensor solely to provide products to Licensee. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Licensor as being the property of Licensee or Licensee's designee, and shall be safely stored separate and apart from Licensor's property. Licensor shall not substitute any property for Licensee's property and shall not use such property except in filling Licensee's purchase orders. Such property while in Licensor's custody or control shall be held at Licensor's risk and shall be insured by Licensor for replacement cost with loss payable to Licensee. Such property shall be subject to removal at Licensee's written request, in which event Licensor shall prepare such property for shipment and shall deliver it as directed by Licensee in the same condition as originally received by Licensor, reasonable wear and tear excepted, all at Licensor's expense. The foregoing shall not be deemed to affect the rights, if any, of the Government in any such property or to grant any rights to Licensee in conflict with DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, DFARS 252.227-7014 Rights in Noncommercial computer Software and Noncommercial computer Software Documentation, or DFARS 252.27-7015 Technical Data-Commercial Items.
  - B. Licensee hereby grants Licensor a license to use the drawings, specifications, computer Software, and other data (hereinafter collectively referred to as "Data") furnished or paid for by Licensee hereunder for the sole purpose of performing this order for Licensee. All Data is the property of Licensee and shall not be used, disclosed to others or reproduced for any purpose, including, but not limited to, the design, manufacture or repair of parts or to obtain FAA or other Government approval to do so; provided; however, Licensor may provide Data furnished or paid for by Licensee hereunder to Licensor's contractors for the sole purpose of enabling Licensor's contractors to assist Licensor in performing this purchase order for Licensee and on condition that Licensor's contractors agree in writing for Licensee's benefit to the terms of paragraphs 8 and 10 hereof. This license is nonassignable, and this license is terminable with or without cause by Licensee at any time. All Data furnished or paid for by Licensee shall be deemed to be proprietary property to Licensee, whether or not it is marked with any restrictive legend.
9. **CHANGES.**
  - A. Licensee at any time shall have the right to make changes in this order, but no additional charge will be allowed unless authorized by Licensee's written amendment to this order.
  - B. Information, such as technical direction or guidance provided to Licensor by representatives of the Licensee in connection with the Licensor's performance of this order, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this order. If such change affects delivery or the amount to

be paid by Licensee, Licensor shall notify Licensee immediately, and negotiate an adjustment in accordance with this "Changes" clause.

C. Nothing in this clause, including any disagreement with Licensee as to the equitable adjustment to be made, shall excuse Licensor from proceeding with the order as changed.

10. LICENSOR INFORMATION. Notwithstanding any document marking to the contrary, any knowledge or information which Licensor shall have disclosed or may hereafter disclose to Licensee incident to the placing and filling of this order shall not, unless otherwise specifically agreed upon in writing by Licensee, be deemed to be confidential or proprietary information and accordingly Licensee shall not be liable for any use or disclosure thereof (other than liability which may result from a claim by Licensor for patent infringement by Licensee). No employee of Licensee has authority to make any agreement, expressed or implied, limiting use or publication of, or providing for confidential treatment of information or suggestions of whatever kind received by any employee, unless such agreement is made in writing and signed by an officer or authorized representative of Licensee.

11. ASSIGNMENT & CHANGE OF CONTROL.

A. Any assignment or attempt to assign this order without the advance written consent of Licensee shall be null and void and shall give Licensee the right to terminate this order for default under Article 7.

B. If a third party submits a solicited or unsolicited offer to Licensor that would result in a Change of Ownership or Control of Licensor, as defined below, Licensor shall give notice of such offer to Licensee as early as commercially practical following Licensor's receipt of the offer. The notice shall include the identity of the offeror, the date and time of the offer and the conditions of the offer. Before Licensor accepts the offer, it shall give Licensee an opportunity, within a reasonable time, to advise Licensor of its objection to the offer. If, despite Licensee's objections, the Change in Ownership or Control occurs, Licensee has the right at its discretion to terminate this purchase order for default under Article 7 and at no cost to Licensee. In the event of such termination, Licensor agrees to render full cooperation to Licensee in order to minimize disruption to the Licensee's program. Pending termination or in lieu of termination, Licensee may require Licensor to provide adequate assurance of performance, including, but not limited to the institution of special controls regarding the protection of Licensee's proprietary information.

For purposes of this sub-paragraph (B), the terms "Change in Ownership or Control" shall mean any of the following: i) the sale of equity shares controlling 20% or more of the voting rights in Licensor, ii) the sale, lease, transfer or other disposition of substantially all of the assets of Licensor, iii) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction, iv) a tender offer or exchange offer for any of the outstanding shares of capital stock of Licensor, v) a sale by Licensor of the assets relating to the Product Licensor produces or will produce for Licensee or vi) any public disclosure of a proposal or plan or intention to do any of the foregoing.

12. SET-OFF. Licensee shall be entitled at all times to set-off any amount owing at any time from Licensor to Licensee or any of Licensee's affiliated companies against any amount payable at anytime by Licensee in connection with this order.

13. TERMINATION.

A. If Licensor ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Licensor, or a receiver for Licensor is appointed or applied for, or an assignment for the benefit of creditors is made by Licensor, Licensee may terminate this order for default without liability except for deliveries previously made or for Goods covered by this order then completed and subsequently delivered in accordance with the terms of this order.

B. This order can be terminated at any time by Licensee upon thirty (30) days notice, without limiting any other specific rights of termination expressly provided for to the contrary in this order. Notwithstanding the foregoing, the license term for the Software under this order is perpetual.

After receipt of a notice of termination, and except as directed by the Purchaser, Licensee shall immediately: (1) stop work as directed in the notice; (2) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the order; and (3) terminate all subcontracts to the extent they relate to work terminated. After termination, the Licensee shall submit a final termination settlement to the Purchaser in the form and in the manner prescribed by the Purchaser, and in accordance with applicable portions of subparts 49.1, 49.2 and 49.3 of the Federal Acquisition Regulations (FAR).

- C. Expiration or termination of this Agreement for any reason other than breach by Licensor shall not abridge or diminish in any way the rights of Licensee to use the Software previously licensed, and such use of the Software shall continue in perpetuity subject to the applicable terms and provisions of this order.

14. STATE SALES TAX. The following state sales and use Tax ID numbers are applicable for Software delivered into the States of Ohio and North Carolina:

Ohio	DPP# 98-000-604
North Carolina	DPP# 457

The states of North Carolina and Ohio have issued to Licensee the direct payment permits indicated above, and Licensee is exempt from state sales tax in Ohio and North Carolina. Therefore, Licensee shall not be invoiced or charged by Licensor for sales tax on the sale of Software in Ohio and North Carolina, and Licensee agrees to maintain adequate records of all purchases and pay tax on any taxable items directly to the treasurer of the respective states.

In the event of a conflict between this article and any other provision of this order, this Article shall prevail.

15. PUBLIC RELEASE OF INFORMATION. No public release of information regarding this order (including, without limitation, photographs, films, announcements and denials or confirmations of the placing of this order) shall be made without the prior written approval of Licensee.

16. STANDARD TERMS OF SETTLEMENT.

- A. Standard: Unless Licensee chooses the accelerated payment program described in (b) below, Licensee's standard terms of settlement shall be issuance of payment of the full invoiced amount (not discounted) to Licensor within seventy-five (75) days (meaning within 75 days of the Payment Start Date (as defined in (d) below)). Settlement and invoicing must be paperless, and in a format acceptable to Licensee. Licensor must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers.
- B. Accelerated Payment Program: Licensee reserves the right to choose the settlement of invoices with Licensor by using Licensee's accelerated payment program as follows: Licensor agrees to accept the invoice amount discounted by two percent (2%), in exchange for Licensee's initiation of payment on the 15th day following the Payment Start Date (as defined in (d) below) ("net 15 less 2 %"). If payment is initiated earlier than such 15th day, the invoice amount may be further discounted to reflect substantially similar economics as "net 15 less 2%".
- C. Use of GECF : Funding for accelerated payment of invoices under the Licensee accelerated payment program will be provided by General Electric Commercial Finance ("GECF"). If Licensee chooses to settle an invoice pursuant to the accelerated payment program, the following shall occur: (1) title to the Software which are being delivered shall pass directly to GECF consistent with Article 18 above; (2) once title to the Software has passed to GECF, GECF will immediately and directly transfer title to Licensee; and (3) any and all of the Licensor's obligations under this purchase order, including Licensor's representations and warranties, shall extend to and benefit Licensee as if title passed directly to Licensee.
- D. Payment Start Date: As used in this clause, the "Payment Start Date" shall be:

For receivable material: From the latest of (a) the manufacturing required date as identified on the part schedules report, (b) the material received date as identified in Licensee's computer system, or (c) the invoice date; and,

For non-receivable material and/or services: From the invoice date; invoices for services must be dated no earlier than the last day of the period of time during which services that are the subject of the invoice were provided.

17. LICENSE & USE OF SOFTWARE.

- A. License Grant: Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, irrevocable, transferable, fully paid-up, royalty-free, worldwide license to use, maintain, modify and/or reproduce, and sub-license to GE Affiliates, the Software to be provided by Licensor (hereinafter called "Software") in accordance with this order. Licensor represents that the Software is the proprietary information of Licensor. Licensee acknowledges that this order grants Licensee no title or ownership in the Software, except as otherwise specifically agreed to in writing.
- B. Scope of Use: The Software may be used by Licensee and its respective officers, employees, GE Affiliates and Third Parties engaged in work on behalf of Licensee and in the provision of services by such parties to Licensee's

customers, worldwide, whether on or off site and regardless of whether the Software is installed on computer(s) or accessible and operable from the Web ("Web-based Software") in accordance with the following provisions:

- i. The Software may be accessed and utilized by any GE Affiliate or Third Party in the conduct of business operations governed by an agreement between such GE Affiliate or Third Party and Licensee, provided that (i) any such Software accessed or utilized by such GE Affiliate and/or Third Party is executed only on computers or networks operated at the time under the control of Licensee, the GE Affiliate and/or Third Party, and (ii) such agreement restricts such GE Affiliate and/or Third Party's access and/or utilization of such Software to activities related to business between such GE Affiliate and/or Third Party and Licensee.
- ii. Licensee shall have the right to install and use Software on computers and networks, in support of Licensee's computer services outsourcing business.
- iii. Licensee shall have the right to use or install the Software for failover, disaster recovery, development, staging, technology integration, testing (including for purposes of testing as part of any Licensee program to consolidate computer or network operations), and/or other such purposes, whether by Licensee, a GE Affiliate or by Third Parties acting strictly on behalf of Licensee ("Non-Production Use").
- iv. All references to use by Licensee shall be construed to permit and include use by GE Affiliates, suppliers, sales agents, customers, management companies, joint venture partners, and other business entities given access to or use of the Software in furtherance of their business with Licensee.

C. Additional Copies: Licensee may make copies of and use Software for back-up or archival purposes, or for any non-production use. Licensee shall additionally have the right to (i) reproduce and install copies of the appropriate Software on computer(s) located in the home(s) of, and/or carried and used on a portable basis by, employees of Licensee and Third Parties and GE Affiliates engaged in work on behalf of Licensee and (ii) regardless of location, use any computer to access and use Web-based Software and/or download and install runtime versions of the Software. Licensee shall reproduce and include original copyright and trademark notices, claims of confidentiality, or trade secrets on all such copies. Licensee shall have the right to reproduce all Documentation supplied hereunder.

18. DELIVERY & ACCEPTANCE:

A. Following delivery, unless otherwise agreed by the parties in writing, Licensee shall complete acceptance testing as follows:

- i. The Software shall be used by Licensee for the processing of Licensee's operational data in a simulated or production environment for a period of forty-five (45) days;
- ii. The Software shall, during the forty-five (45) day period, conform in all material respects to the description, proposals and specification identified or set forth in the Documentation, and meet or exceed the performance standard set forth in this order;
- iii. At the end of the forty-five (45) day period, there shall be no unresolved or uncorrected program errors that would impair the functions that the Software is designed to perform;
- iv. The successful completion of the forty-five (45) day period shall be deemed "Final Acceptance";
- v. In the event that the Software fails to pass the Final Acceptance as set forth above or fails to function properly or in conformity with the Documentation during Final Acceptance and such errors are not corrected within the above time periods, in addition to any other rights it may have, Licensee may elect to cancel this order and shall immediately refund all sums previously paid to it by Licensee hereunder.
- vi. In the event that errors identified during the acceptance test period prevent Licensee from continuing the acceptance tests, then such forty-five (45) day period (as applicable) shall be extended by the elapsed time taken by Licensor to rectify the errors, which shall not exceed fourteen (14) days.
- vii. Upon delivery of the Software, Licensee shall own the copy(ies) of the Software so delivered.

19. WARRANTY.

- A. Licensor is the owner of the Software, including all associated intellectual property rights, or otherwise has the right to grant to Licensee the rights and licenses hereunder without violating any rights of any third party. Licensor represents and warrants that it has the authority, license or permission from any third party owner or security interest holder, to use intellectual property in conjunction with the provision of the Software under this order.
  - B. Licensor warrants and represents that Licensor will perform Licensor's responsibilities under this order in a manner such that (i) use of the Software, or any part thereof, by Licensee, and (ii) performance by Licensor under this order will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary right of a third party.
  - C. During the Warranty Period, the Software shall (i) if physically delivered in machine readable form, when delivered, reside on media used to store and deliver the Software to Licensee that shall be free from defects in manufacture, material and workmanship, (ii) remain in good working order, (iii) function and operate properly (A) and in conformity with the warranties herein, (B) in accordance with this order, including but not limited to the Documentation, (C) on the hardware and system Software, including Software updates or new releases to such hardware, system Software and other Software, and (D) in accordance with the highest generally accepted industry standards, and (iv) fully and completely interoperate with Licensee's other programs and systems. In addition, the Documentation shall completely and accurately reflect the operation of the Software, and shall be in form and substance at least equal to comparable materials generally in use in the industry. If at any time such original Documentation is revised or supplemented by additional Documentation, thereupon Licensor shall deliver to Licensee copies of such revised or additional Documentation at no charge in quantity equivalent to the quantity of such original Documentation then in Licensee's possession.
  - D. For web-based Software applications, Licensor warrants that the Software to be furnished hereunder shall comply in all respects to the "Vendor Security Code Design Requirements," attached hereto as Appendix I, unless Licensor obtains Licensee's specific written waiver in respect to such requirements.
  - E. In the event that the Software does not meet the above warranties during the Warranty Period, Licensor shall provide, at no charge, the Software and software support services as are required to attain the levels or standards set forth in said warranties. In the event Licensor cannot meet the warranties by performance of software support services within the timeframes designated by Licensee, Licensee shall have the right, in addition to any remedies herein, within Licensee's sole discretion to exercise one or more of the following remedies:
    - i. Licensor shall promptly correct any nonconformity or defect, or promptly replace the defective item with an item free of such defect or nonconformity;
    - ii. full or partial refunds of the license fees and/or support services fees;
    - iii. Licensor pays the cost of a consultant to fix the Software; or
    - iv. Licensee accepts impaired performance in exchange for a setoff/credit against license fees and/or support services fees.
20. **PATENT AND COPYRIGHT INDEMNITY.** Licensor shall hold Licensee harmless against, and at Licensor's expense handle and defend, any claim and defend any suit brought against Licensee based upon an allegation that the use of any Software, equipment, or services furnished pursuant to this purchase order constitutes an infringement of any patent, or any copyright or other proprietary information right, provided that Licensor is notified promptly in writing of such suit and given any necessary authority, information and assistance (at Licensor's expense) for the defense of the same. Licensor shall pay all damages and costs awarded in such suit, but Licensor shall not be liable to Licensee under this purchase order to the extent of any compromise made by Licensee or its agent without Licensor's written consent. If such Software, equipment, or services in such suit is held to constitute infringement and its use is enjoined, then Licensor has the right by its own election, and at its expense, either to procure the right for continued use of such Software, or equipment, or to replace or modify such Software or equipment so that it becomes noninfringing, provided that the performance thereof will not thereby be materially adversely affected. As a last resort, Licensor has the right to accept return of Software or equipment, if purchased, and refund to Licensee any license fees paid by Purchase for Software removed and refund to Licensee the purchase price, as prorated, for equipment rescinded.
21. **LIMITATION OF COST AND OBLIGATION.** (Applicable only to orders placed on an estimated cost basis.)

- A. It is estimated that the total cost to the Licensee, including any fee or profit, for the performance of this order will not exceed the estimated cost set forth in the order, and the Licensor agrees to use its best efforts to perform the work specified in the order or work statement and all obligations under this order within such estimated cost.
  - B. The Licensee shall not be obligated to pay the Licensor for costs incurred in excess of the estimated cost set forth in the order, and the Licensor shall not be obligated to continue performance under this order or to incur costs in excess of the estimated cost set forth in the order, unless and until the Licensee shall have notified the Licensor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this order. When and to the extent that the estimated cost set forth in the order has been increased, any costs incurred by the Licensor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs have been incurred after such increase in estimated cost.
  - C. If the sum presently available for payment and allotted to this order is less than estimated cost, the amount of funds so allotted shall be stated in the order. In any event, it is anticipated that from time to time the Licensee will notify the Licensor in writing when additional funds have been allotted to this order. The Licensor agrees to perform or have performed work in this order up to the point at which, in the event of termination of this order for convenience pursuant to the Article entitled "Termination," the total amount paid and payable by the Licensee pursuant to any settlement including cost and fixed fee would in the exercise of reasonable judgment by the Licensor, approximate the total amount at the time allotted to this order. The Licensor shall not be obligated to continue performance of the work beyond such point and the Licensee shall not be obligated to pay the Licensor any amount which although otherwise payable, exceeds, when combined with amounts previously paid, the total amount from time to time allotted to this order. However, when and to the extent that the total amount allotted to this order has been increased, any costs incurred by the Licensor to which the Licensor would have been entitled but for the provisions of this paragraph, shall be allowable to the same extent as if such costs had been incurred and earned after such increase in amount allotted. For the purpose of this paragraph the allotment or allotments made pursuant to this paragraph shall not be decreased without the consent of the Licensor, provided however, that nothing in this paragraph shall affect the right of the Licensee to terminate this order pursuant to the Article entitled "Termination".
  - D. If at any time the Licensor has reason to believe that the costs which it expects to incur in the performance of this order in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then allotted to this order, or if at any time the Licensor has reason to believe that the total cost to the Licensee, including any fee or profit, for the performance of this order will be substantially greater or less than the estimated cost thereof, the Licensor shall notify the Licensee in writing to that effect, giving its revised estimate of such total cost for the performance of this order, and its estimate of the costs which will be incurred in the next six (6) months.
22. EXPORT REGULATIONS: Licensor agrees to comply with all export regulations and the International Traffic-in-Arms Regulations (ITAR) including, but not limited to, parts 122 entitled "REGISTRATION OF MANUFACTURER AND EXPORTER" and 130 entitled "POLITICAL CONTRIBUTIONS, FEES AND COMMISSIONS." In the event Licensor is supplying defense articles hereunder, Licensor agrees to maintain a valid and current Office of Defense Trade Controls (ODTC) registration. Licensor shall provide its ODTC registration name, number and expiration date to Licensee and promptly advise Licensee of any updates or changes to such information, in the format requested by Licensee. With respect to defense articles and services furnished hereunder, Licensor certifies that it has not paid, offered or agreed to pay, and agrees that it shall not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise to secure the sale of defense articles and services to or for the use of the armed forces of an international organization or non-U.S. Country, any (i) fees or commissions in excess of \$1,000 or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity.
23. LICENSOR'S REPRESENTATIONS AND INDEMNIFICATION: Licensor represents, warrants, certifies and covenants that it shall perform all activities required under this purchase order in compliance with all applicable international, national, state and local laws.

Software supplied under this order may be exported worldwide, including countries that prohibit the importation of goods manufactured with child labor or forced, indentured or convict labor. Licensor represents, warrants, certifies and covenants that no Software supplied under this purchase order have been or will be produced using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age laws of the country of manufacture, or in violation of minimum wage, hour of service or overtime laws of the country of manufacture.

If Licensee determines any of Licensor's representations, warranties, certifications or covenants hereunder to be untrue, Licensee shall have the right to terminate this purchase order without further compensation to Licensor, and Licensor shall defend, indemnify and hold harmless Licensee and all of its directors, officers, employees, agents and representatives ("Indemnified Party") from and against all claims, losses, loss of use, damages, attorney's fees, actions, liability, demands, judgements, costs and expenses arising from Licensor's untrue representations, warranties, certifications and covenants or Licensor's failure otherwise to comply with the terms of this purchase order. An Indemnified Party shall have the right to participate in the selection of counsel and Licensor shall not enter into any settlement agreement that contains any admission of liability on the part of Licensee.

From time to time, at Licensee's request, Licensor shall provide certificates to Licensee in form and substance acceptable to Licensee relating to the requirements of this paragraph 23. Licensor shall permit Licensee or its representatives to have reasonable access to the site where work under this order is performed to assess 1) Licensor's work quality and compliance with Licensee's specifications and 2) Licensor's compliance with its representations, warranties, certifications and covenants hereunder.

24. DISPUTE RESOLUTION:

- A. Except as specifically provided for in paragraph (h) below, the parties intend to forsake litigation and resolve with finality any and all disputes arising under or related to this purchase order exclusively by the process identified in this article. This article shall remain effective in the event that a petition in bankruptcy is filed by or against a party to this contract or order, or if a party makes an assignment for the benefit of creditors, or if any other insolvency proceeding is commenced against a party. Invocation of this paragraph shall not relieve either party of any obligation, right or duty of performance arising under or related to any purchase order.
- B. Any and all disputes, controversies or claims arising under or relating to this purchase order or the breach, termination or invalidation thereof shall upon written notice, be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "Initial Notice") shall (1) set forth in detail all of its claims or issues in dispute and (2) designate its representative. The other party shall have 5 business days to designate its representative and add any other issues or claims for resolution not identified in the Initial Notice. The representatives shall have 30 days from the date of the Initial Notice to resolve the issues identified in the notices. If the representatives are unable to resolve the matter, either party may refer the matter to administered mediation, through the CENTER FOR RESOLUTION OF DISPUTES, 8 W 9th St, Cincinnati OH 45202 (tel 513-721-4466). Such mediation shall be started within 30 days from the date of referral, and the mediation process must be concluded within 30 days from the start date.
- C. If the dispute or claim is not fully resolved pursuant to paragraph b, either party may after 90 days, but not later than 120 days from the date of the initial notice, make a written demand for binding arbitration to be administered by the American Arbitration Association (AAA) by one arbitrator in accordance with its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. A party's failure to make a timely demand for arbitration shall result in the forfeiture of all the claims and issues that party identified in its written notice.
- D. The arbitration proceedings shall be conducted in Cincinnati, OH, and the order shall be interpreted and applied in accordance with the laws of the state of New York without regard to New York's choice of law provisions. Each party will be permitted to take the deposition of one individual, limited to no longer than four hours. No other discovery shall be conducted except by the written agreement of both parties. All fees and expenses of the arbitration shall be shared equally by the parties. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrator shall have no authority to award punitive or other damages beyond the prevailing party's actual damages and shall not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the order. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. The right to appeal the award shall be governed by New York law, and any such appeal shall be brought in a court of competent jurisdiction located in Cincinnati, OH.
- E. Either party may at any time, without inconsistency with this order, seek from a court of competent jurisdiction located in Cincinnati, OH, any equitable, interim or provisional relief only to avoid irreparable injury.
- F. The parties intend all statements made and documents provided or exchanged in connection with this dispute resolution process to be confidential and neither party shall disclose the existence or content of the dispute or claim, or the results of any dispute resolution process, to third parties other than outside counsel, except with the prior written consent of the other party or pursuant to legal process.



- G. The parties may by written mutual consent agree to dates and times other than those set forth in this article.
  - H. The provisions of this article shall not modify or displace the procedures specified in Article 13, Termination. In addition, this article shall not apply to and will not bar litigation regarding any claims related to a party's proprietary or intellectual property rights.
25. WAIVER: Licensee's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Licensee's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
26. SEVERABILITY: If any provisions of this order or any part hereof is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of this order which can be given effect without such invalid, unlawful or unenforceable provision shall, nevertheless, remain in full force and effect.
27. EDI (ELECTRONIC DATA INTERCHANGE). Upon Licensee's request, Licensor shall sign an EDI (Electronic Data Interchange) Trading Partner Agreement with Licensee within 15 days from request date. Following such agreement, the parties shall establish an implementation schedule which shall call for active EDI communication capability within 45 days from the EDI Trading Partner Agreement.
- (i) INVOICING: Paperless invoicing is required. Options acceptable to Licensee include GSN Web Invoicing, Evaluated Receipt Settlement (ERS) and EDI.

## APPENDIX I

### For Web-Based Software Applications Only

1. Avoid Unnecessary Disclosure of Information (All Code Exposed, Including Cookies & Error Messages)
  - a) Developer Names (Could Be Used for Social Engineering)
  - b) Disabled Functionality (Must Be Removed)
  - c) Details About Common Gateway Interface (CGI) Functions & Parameters
  - d) Remember Users Can See Entire Contents of Cookies
2. Robust Log On Process
  - a) Failure Should Not Include Which Caused Failure (UserID/Password)
  - b) Account Lockout Must Exist if Login Is Not Encrypted
  - c) Lockout Should Exist After 5 Failed Tries
  - d) Do Not Allocate System Resources to A User Before A Valid Login (Denial Of Service)
3. Track Sessions Appropriately
  - a) Method/Algorithm For User Tracking Should Not Be Discoverable
  - b) Method for Tracking Should Include a Random Element
  - c) Implement Session Timeouts
4. Protect Sensitive Data
  - a) All Administration Must Be Encrypted
  - b) Encrypt User Traffic When Necessary
  - c) Use HTTP POST Rather than GET to Obtain Sensitive Information
  - d) Should Not Be Stored In Cookies
5. Implement User updates Correctly
6. Validate User Input - Validate Data Is Type Requested
  - a) The Program Should Know What It Expects, and Reject All Other Input
  - b) Values Falling Outside of Range
  - c) Volume Of Data Exceeds Expected Ranges
  - d) Special Characters That Could Be Misinterpreted by Application or O/S
  - e) %0A (new line)
  - f) | (Pipe)
  - g) ; (Semi-colon)
  - h) "(Double Quote)
  - i) ' (Single Quote)
  - j) <% %> VBScript Parameters
  - k) <script> content </script> Script Parameters
  - l) Other Cross Site Scripting
  - m) Do Not Rely On Client-Side Filtering - Must Be Server-Side
7. Review CGI Architecture
  - a) Store All CGI Scripts In A Single Directory
  - b) Do Not Include Any Command Processors (perl, command.com, etc) or Interpreters in CGI directory
  - c) Ensure Validate User Input Requirements Are Met
  - d) Check For Potential Vulnerabilities Using:
    - e) CGIWrap - Force Scripts to Run As User
    - f) TaintPerl - Prevent Passing Of Unchecked Systems Calls
    - g) phf and/or Latro exploit test programs
    - h) Ensure Sufficient Memory Allocation to Avoid Buffer Overflows
    - i) Scripts Should Logging All Activities Expect Passwords, Cryptographic Keys, and Other Sensitive Data in Log Files
    - j) No Root Access For CGI, CGIs Can Not Use SUID
    - k) Do Not Rely on Environment Variables

8. Applications Must Check Configuration File Ownership and Permissions Before Attempting to Open Them
9. If Used to Set Runtime Values, Configuration Files Should Not Be Implicitly Trusted Due to the Possibility of Accidental or Intentional Corruption
10. Hostnames Must Be Fully Qualified
11. If Code Requires Access To The File System Must Utilize 'Chroot' for Segmented File System Access
12. Many Security Holes Can Be Attributed to the (Incorrect) Assumption That Program Flow Will Be Uninterrupted - File Access Should Be Atomic.
13. Temporary Files, When Used, Should Be Created With Great Care and Proper Cleanup Procedures Should Be Used to Ensure That Residual Files Are Removed in a Timely Manner
14. Only One Version of a CGI Script Should Be Run at the Same Time
15. The Year 2000, Leap Years and Daylight Savings Should Be Accounted for in Any Date Calculations, or Conditions
16. System Calls should be used only when absolutely necessary. Internal Function calls are very much preferred. Use of the following calls is strongly discouraged:
  - a) system() - If there's user input, the user might be able to run a command.
  - b) open permissions to write to most areas on the filesystem will be denied.
  - c) exec, popen - This call is very similar to system. Use execl or execv, but be careful not to pass user data to them without strong sanity checking
  - d) strcpy, strcat, sprintf - These functions don't check the length of the strings they're working with. Use strncpy, strncat.
  - e) getenv - Can produce buffer overflows. Also, watch for any one variable that gets set two (or more!) times.
  - f) gets, scanf - Perform improper bounds checking. Use read, fgets
  - g) gethostbyname, gethostbyaddr Any time an application is getting data from the DNS, consider doing what is referred to as a double-reverse lookup, and do not trust that the data returned will be in a safe format, or correct. Code that correctly checks the information returned by the DNS can be found in the logdaemon package.
  - h) Syslog - If any program has information, derived from user input, passed to it, care should be taken to not overflow the program's buffers. Documentation of max buffer size of each program called, in the code, for each call, should be included.
  - i) fork - Presents opportunities for many race conditions. Try using multi-threaded calls instead. While the conditions are still possible, less memory is used.

Note: Specifications for database access, such as PL/SQL calls, are not yet available.

APPENDIX II

When the request for quote, purchase order, purchase agreement or part schedules report indicates that remark F12 is applicable to a line item or schedule, this appendix does not apply.

01. Suspension/Debarment: The Licensor shall provide immediate notice to Licensee in the event of being suspended, debarred or declared ineligible by any federal agency, or upon receipt of a notice of proposed debarment during the performance of this order.

02. Duty Free Import: If a Licensor located in the United States intends to procure any materials from offshore (non U.S.) concerns and to obtain duty free import under Licensee's prime contract, Licensor must obtain permission from Licensee and advise Licensee, in writing, of Licensor's offshore order number and value.

03. Anti-Kickback: By acceptance of this order, Licensor certifies that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, Licensor agrees to indemnify Licensee for any costs, liabilities or administrative offsets incurred by Licensee as a result of violations or alleged violations of FAR 52.203-7, "ANTI-KICKBACK PROCEDURES", by Licensor, its employees, its subcontractors or their employees.

04. Pricing: When costs are a factor in any determination of the price to be paid hereunder, including price adjustments pursuant to the "Changes" clause or any other provision of this order, such cost shall be in accordance with part 31 of the FAR and the DFARS in effect under Licensee's Prime Contract.

05. Technical Data: Licensor shall indemnify Licensee for any withholdings, claims, damages and expenses resulting from any assertion by the Government of its rights under DFARS 252.227-7030, "Technical Data - Withholding of Payment" and DFARS 252.246-7001, "Warranty of Data", and arising in whole or in part out of any failure by Licensor to deliver technical data or any deficiency in said technical data as delivered, including, but not limited to, the presence of restrictive markings thereon not specifically authorized by this order.

06. Price Reduction for Defective Cost or Pricing Data: (applicable to this order or any modification thereof for which cost or pricing data has been required.) If any price, including profit or fee, negotiated in connection with this order or any modification thereof or any cost reimbursable under this order, including modifications thereof, was increased by any significant sums because:

(a) Licensor furnished cost or pricing data which was not accurate, complete and current as certified in Licensor's certificate of current cost or pricing data;

(b) A subcontractor of Licensor pursuant to the clauses of this order entitled "Subcontractor Cost or Pricing Data-- Modifications", or any Subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in Licensor's Certificate of Current Cost or Pricing Data;

(c) A subcontractor or prospective subcontractor of Licensor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a Subcontract cost estimate furnished by the subcontractor but which was not accurate, complete and current as of the date certified in the subcontractor's Certificate of Current Cost or Pricing Data; or

(d) If Licensor or its subcontractor, or prospective Licensor or its subcontractor furnished any data, not within (a), (b), or (c) above, which was not accurate, complete, and current as submitted, then the price or cost shall be reduced accordingly and the order shall be modified in writing as may be necessary to reflect such reduction.

Licensor agrees to indemnify Licensee for any costs, liabilities, and expenses resulting from failure of Licensor or any subcontractor or supplier of any tier hereunder, incurred by Licensee as a result of Licensor's or its subcontractor's defective cost or pricing data.

07. Government Property/Material: All special tooling and special test equipment, the full cost or a substantial portion of which is charged to Licensee under this order, or is furnished by Licensee to Licensor for performance under this order, shall be controlled and accounted for in accordance with Licensee's then current tooling supplement, remark E21 (formerly GT75T). Licensor shall provide Licensee with written notice, at least sixty (60) days in advance, of Licensor's intention to acquire or fabricate special test equipment in support of the requirements under this order.

If property/material is provided for use on this order (or charged to a cost reimbursement or time and materials order), Licensor shall maintain and administer, in accordance with FAR part 45.5, a program for the utilization, maintenance, protection,

preservation and accountability of such property, and Licensor shall comply with all applicable provisions of FAR part 45 regarding the use, control, and responsibility for such Government property.

08. Government Facilities: Unless this order authorizes the use of Government-owned facilities, Licensor must negotiate the use of Government owned facilities used in the manufacture of Software purchased hereunder with the appropriate Government agency furnishing Government facilities to Licensor. All charges to Licensee for such use must be concurrently billed as a separate item aside from all other costs.

If this order authorizes rent-free use of Government facilities, Licensor agrees that it will not directly or indirectly, through overhead charges or otherwise, seek reimbursement under this order for any rental charge paid by the Licensor for the use on other contracts of the facilities referred to herein. Any Subcontract hereunder which authorizes the subcontractor to use Government facilities on a no-charge basis shall contain a provision to the same effect as stated herein.

09. Direct Shipments to the U.S. Government: If deliveries of Software including data under this order are to be made directly to the Government, Licensor agrees to prepare and distribute the DOD form 250, "Material Inspection and Receiving Report", as set forth in part 53 of DFARS, and to enter thereon the price of all Government Furnished Material (GFM) included in items so delivered to the Government. The Government has agreed that the price of GFM will be made available to Licensor by the Government. However, no delivery shall be delayed by reason of failure of the Government to furnish such prices to Licensor. Licensor shall include a similar provision in each Subcontract hereunder.

10. Procurement Integrity: Licensor agrees to comply with the requirements of section 27 of the "OFFICE OF FEDERAL PROCUREMENT POLICY ACT" (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Licensee for any costs and liabilities incurred by Licensee as a result of violations of the act or regulations by Licensor, its employees, its agents, its consultants, or subcontractors, or their employees.

11. Conditional Government Source Inspection: During the performance of this order, Licensor's quality control system, inspection system and manufacturing processes are subject to review, verification and analysis by authorized Government representatives. Inspection and release of material covered by this order by a Government representative prior to shipment is not required unless Licensor is otherwise notified.

12. Cost Accounting Standards: (applicable when CAS is incorporated specifically in this order.) Licensor agrees to indemnify Licensee for any costs, liabilities, and other expenses which result from Licensor's failure to comply with an applicable cost accounting standard, or failure to comply with Public Laws 91-379 and 100-679.

#### FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following clauses and those in subsequent appendices in effect on date of the order are hereby incorporated by reference, to the extent they apply to Licensee's contract with the Government. However, in the event of a conflict between the clauses listed below and the Licensee's Prime Contract, the Licensee's Prime Contract shall prevail. Where applicable, the terms "government", "Contracting Officer", and similar terms shall mean Licensee, and the term "Contractor" and similar terms shall mean Licensor. The full text of a clause may be accessed electronically at url: <http://farsite.hill.af.mil>

#### FAR CLAUSES

- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (If Order Exceeds \$100,000)
- 52.203-6 Restrictions On Subcontractor Sales To The Government (If Order Exceeds \$100,000)
- 52.203-7 Anti-Kickback Procedures (If Order Exceeds \$100,000)
- 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity
- 52.203-12 Limitation On Payments To Influence Certain Federal Transactions (If Order Exceeds \$100,000)
- 52.204-2 Security Requirements
- 52.204-4 Printed Or Copied Double-Sided On Recycled Paper
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority And Allocation Requirements (If DPAS Rating Indicated On Order)
- 52.214-26 Audit And Records-Sealed Bidding (If Order Exceeds \$500,000)
- 52.214-28 Subcontractor Cost Or Pricing Data--Modifications--Sealed Bidding (If Order Exceeds \$500,000)
- 52.215-2 Audit And Records-Negotiation (If Order Exceeds \$100,000)
- 52.215-12 Subcontractor Cost Or Pricing Data (If Order Exceeds \$500,000)
- 52.215-13 Subcontractor Cost Or Pricing Data--Modifications (If Order Exceeds \$500,000)
- 52.215-14 Integrity Of Unit Prices (If Order Exceeds \$100,000)

- 52.215-15 Termination Of Defined Benefit Pension Plans (If Order Exceeds \$500,000)
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (If Order Exceeds 500,000)
- 52.215-19 Notification Of Ownership Changes (If Cost Or Pricing Data Was Required)
- 52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data.
- 52.215-21 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications
- 52.216-7 Allowable Cost And Payment
- 52.216-8 Fixed Fee
- 52.216-10 Incentive Fee
- 52.219-8 Utilization Of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan (If Order Exceeds \$500,000)
- 52.222-2 Payment For Overtime Premiums (If Order Exceeds \$100,000)
- 52.222-3 Convict Labor
- 52.222-4 Contract Work Hours And Safety Standards Act--Overtime Compensation (If Order Exceeds \$100,000)
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition Of Segregated Facilities (If Order Exceeds \$10,000)
- 52.222-26 Equal Opportunity (If Order Exceeds \$10,000)
- 52.222-35 Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era And Other Eligible Veterans (If Order Exceeds \$25,000)
- 52.222-36 Affirmative Action For Workers With Disabilities (Applies If Order Exceeds \$10,000)
- 52.222-37 Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era And Other Eligible Veterans (If Order Exceeds \$25,000)
- 52.223-3 Hazardous Material Identification And Material Safety Data
- 52.223-14 Toxic Chemical Release Reporting (Except Paragraph E) (If Order Exceeds \$100,000). (If Required, The Supplier Agrees To Submit The Certification Contained In Far 52.223-13.)
- 52.225-1 Buy American Act - Balance Of Payments Program – Supplies
- 52.225-3 Buy American Act–North American Free Trade Agreement–Israeli Trade Act-Balance Of Payments Program
- 52.225-5 Trade Agreements
- 52.225-8 Duty-Free Entry (If Order Identifies Supplies To Be Imported Into The U.S.)
- 52.225-13 Restrictions On Certain Foreign Purchases
- 52.225-15 European Community Sanctions On End Products
- 52.227-1 Authorization And Consent And Alternate I (If Order Exceeds \$100,000)
- 52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement (If Order Exceeds \$100,000)
- 52.227-10 52.227-9 Refund Of Royalties Filing Of Patent Applications—Classified Subject Matter
- 52.227-11 Patent Rights-Retention By The Contractor. (Short Form) (Applies If This Order Is For Experimental, Developmental, Or Research Work To Be Performed By A Small Business Firm Or Non-Profit Organization)
- 52.227-12 Patent Rights-Retention By The Contractor. (Long Form) (Applies If This Order Is Experimental, Developmental, Or Research Work Not Covered By 52.227-11)
- 52.227-13 Patent-Rights Acquisition By The Government
- 52.228-3 Worker's Compensation Insurance (Defense Base Act)
- 52.228-4 Worker's Compensation And War-Hazard Insurance Overseas
- 52.228-5 Insurance - Work On A Government Installation
- 52.228-7 Insurance-Liability To Third Persons
- 52.229-3 Federal, State And Local Taxes (Competitive Contracts)
- 52.229-4 Federal, State And Local Taxes (Non-Competitive Contracts)
- 52.229-5 Taxes - Contracts Performed In Us Possessions Or Puerto Rico
- 52.229-6 Taxes - Foreign Fixed-Price Contracts
- 52.229-7 Taxes - Fixed-Price Contracts With Foreign Governments
- 52.230-2 Cost Accounting Standards
- 52.230-3 Disclosure And Consistency Of Cost Accounting Practices
- 52.230-5 Cost Accounting Standards - Educational Institution
- 52.230-6 Administration Of Cost Accounting Standards (If Order Exceeds \$500,000)
- 52.232-16 Progress Payments (Applies Only If Specified In Order)
- 52.232-20 Limitation Of Cost
- 52.232-22 Limitation Of Funds
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title Iii
- 52.242-1 Notice Of Intent To Disallow Costs
- 52.242-15 Stop-Work Order
- 52.243-2 Changes – Cost Reimbursement
- 52.244-5 Competition In Subcontracting
- 52.244-6 Subcontracts For Commercial Items And Commercial Components
- 52.245-2 Government Property(Fixed-Price Contracts)

- 52.245-5 Government Property (Cost Reimbursement, Time-And-Material, Or Labor Hour Contracts): “Government Property” shall mean property of the Buyer or Government under this clause. Paragraph (G) Is rewritten in its entirety to read “Risk Of Loss. While in Subcontractors custody or control, Subcontractor assumes all risk of loss of or damages to property furnished by Buyer or the Government and all property furnished by Buyer or Government and to property where the Buyer or the Government acquired title by virtue of this Order.
- 52.245-17 Special Tooling
- 52.245-18 Special Test Equipment
- 52.246-8 Inspection Of Research And Development—Cost Reimbursement
- 52.247-1 Commercial Bill Of Lading Notations (Applies Only Where Direct Shipment To The Government Is Specified)
- 52.247-63 Preference For Us-Flag Air Carriers
- 52.247-64 Preference For Privately Owned Us-Flag Commercial Vessels (If Order Exceeds \$100,000)
- 52.248-1 Value Engineering (If Order Exceeds \$100,000)
- 52.249-5.1 Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)
- 52.249-6 Termination (Cost Reimbursement)
- 52.249-14 Excusable Delays

DOD FAR Supplement (DFARS) Clauses

- 252.203-7001 Special Prohibition On Employment (If Order Exceeds \$100,000)
- 252.204-7000 Disclosure Of Information
- 252.209-7000 Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty (If Order Exceeds \$100,000)
- 252.211-7000 Acquisition Streamlining (If Order Exceeds \$1,000,000)
- 252.215-7000 Pricing Adjustments
- 252.219-7003 Small, Small Disadvantaged, And Woman Owned Small Business Subcontracting Plan (DOD Contracts)
- 252.225-7001 Buy American Act And Balance Of Payments Program
- 252.225-7002 Qualifying Country Sources As Subcontractors
- 252.225-7007 Buy American Act-Trade Agreements-Balance Of Payments Program
- 252.225-7009 Duty-Free Entry - Qualifying Country Supplies (End Products And Components)
- 252.225-7010 Duty-Free Entry--Additional Provisions
- 252.225-7014 Preference For Domestic Specialty Metals (With Alt I)
- 252.225-7015 Preference For Domestic Hand Or Measuring Tools
- 252.225-7016 Restriction On Acquisition Of Ball And Roller Bearings
- 252.225-7021 Trade Agreements
- 252.225-7022 Restriction On Acquisition Of Polyacrylonitrile (Pan) Based Carbon Fiber
- 252.225-7025 Restriction On Acquisition Of Forgings
- 252.225-7026 Reporting Of Contract Performance Outside The United States (If Order Exceeds \$100,000)
- 252.225-7027 Restriction On Contingent Fees For Foreign Military Sales
- 252.225-7028 Exclusionary Policies And Practices Of Foreign Governments
- 252.225-7030 Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate
- 252.225-7032 Waiver Of United Kingdom Levies (If Order With A United Kingdom Firm Is Over \$1,000,000)
- 252.225-7036 Buy American Act-North American Free Trade Agreement Implementation Act-Balance Of Payments Program
- 252.225-7037 Duty-Free Entry - Eligible End Products
- 252.227-7013 Rights In Technical Data - Noncommercial Items
- 252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation
- 252.227-7015 Technical Data-Commercial Items
- 252.227-7016 Rights In Bid Or Proposal Information
- 252.227-7017 Identification And Assertion Of Use, Release, Or Disclosure Restrictions
- 252.227-7018 Rights In Noncommercial Technical Data And Computer Software--Small Business Innovative Research (SBIR) Program
- 252.227-7019 Validation Of Asserted Restrictions-Computer Software
- 252.227-7020 Rights In Special Works
- 252.227-7021 Rights In Data--Existing Works
- 252.227-7025 Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends
- 252.227-7026 Deferred Delivery Of Technical Data Or Computer Software (If Delivery Of Technical Data Is Required)
- 252.227-7027 Deferred Ordering Of Technical Data Or Computer Software (If Delivery Of Technical Data Is Required)
- 252.227-7028 Technical Data Or Computer Software Previously Delivered To The Government
- 252.227-7030 Technical Data - Withholding Of Payment
- 252.227-7032 Rights In Technical Data And Computer Software (Foreign)

- 252.227-7036 Declaration Of Technical Data Conformity
- 252.227-7037 Validation Of Restrictive Markings On Technical Data
- 252.227-7039 Patents—Reporting Of Subject Inventions
- 252.231-7000 Supplemental Cost Principles
- 252.232-7003 Flexible Progress Payments (Applies Only If Specified In Order)
- 252.232-7004 DOD Progress Payment Rates (Applies Only If Specified In Order)
- 252.234-7001 Earned Value Management System (Applies Only If Specified In Order)
- 252.235-7003 Frequency Authorization
- 252.242-7005 Cost/Schedule Status Report (Applies Only If 252.234-7001 Applies)
- 252.243-7001 Pricing Of Contract Modifications
- 252.244-7000 Subcontracts For Commercial Items And Commercial Components(DOD Contracts)
- 252.246-7001 Warranty Of Data (If Order Requires Technical Data)
- 252.247-7023 Transportation Of Supplies By Sea (If Order Exceeds \$100,000)
- 252.247-7024 Notification Of Transportation Of Supplies By Sea
- 252.249-7002 Notification Of Proposed Program Termination Or Reduction (If Order Exceeds \$100,000)
- 252.749-7034 Patents--Subcontractors

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If An Order Is Placed Under A National Aeronautics And Space Administration (NASA) Prime Contract, The following NASA FAR Supplement Clauses Apply:

- 18-52.204-76 Security Requirements For Unclassified Automated Information Resources
- 18-52.208-81 Restrictions On Printing And Duplicating
- 18-52.219-74 Use Of Rural Area Small Businesses
- 18-52.219-75 Small Business And Small Disadvantaged Business Subcontracting Reporting
- 18-52.223-70 Safety And Health (Applies To Orders In Excess Of \$1,000,000 Or That Involve Use Of Hazardous Materials Or Operations)
- 18-52.227-11 Patent Retention By The Contractor (Short Form)
- 18-52.227-14 Rights In Data - General
- 18-52.227-70 New Technology (Does Not Apply To Small Business Firm Or Nonprofit Organization. See 52.227-11)
- 18-52.227-71 Requests For Waiver Of Rights To Inventions
- 18-52.227-72 Designation Of New Technology And Patent Representative
- 18-52.227-85 Invention Reporting And Rights - Foreign
- 18-52.242-73 NASA Contractor Financial Management Reporting
- 18-52.244-70 Geographic Participation In The Aerospace Program (Applies To Orders Of \$100,000 Or More)
- 18-52.245-73 Financial Reporting Of NASA Property IN THE CUSTODY OF CONTRACTORS