

SRI Standard Terms and Conditions of Purchase



1. Acceptance of Purchase Order. Seller's agreement to furnish the materials or services hereby ordered, or Seller's commencement of such performance or acceptance of any payment, constitutes Seller's unconditional acceptance of this SRI Purchase Order. If this Purchase Order does not state price or delivery terms, then SRI will not be bound to any prices or delivery to which it has not specifically agreed to in writing.

2. Purchase Order. As used herein, the term "Purchase Order" means, collectively: (a) the purchase order document in which these terms are referenced; (b) these terms and conditions; and (c) any exhibits, attachments, or other documents (in each case, only those that are expressly referenced on the Purchase Order). This Purchase Order constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements pertaining to this subject matter. Additional or inconsistent terms or conditions proposed by Seller or included in Seller's acknowledgment hereof are hereby rejected by SRI, are void and have no effect, unless expressly agreed to in writing by SRI. All modifications to the Purchase Order are ineffective unless agreed to by SRI in writing.

3. Writings. Each requirement in these terms for a writing or SRI's agreement in writing means a written document that is both: (a) clearly identified therein as being an agreement, modification, amendment, notice, or consent (as appropriate) under this Purchase Order; and (b) signed by an SRI buyer, procurement director or manager, contracts officer or manager, subcontracts or contracts administrator, or counsel (collectively, "SRI Authorized Signatories"). SRI technical staff and managers are not SRI Authorized Signatories for this purpose. For clarity, where any statement of work or requirements call for SRI's technical approval, SRI technical staff and manager signoff is sufficient.

4. Shipping Instructions. Seller shall properly package all materials to be shipped to SRI hereunder. Any loss or damage, whenever occurring, resulting from Seller's improper packaging or crating shall be borne by Seller. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless specified on this Purchase Order. Seller shall comply with SRI's written shipping instructions. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. Seller shall submit all required shipping papers to SRI prior to final payment. For material purchased F.O.B. origin, Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs. Seller shall clearly identify the SRI Purchase Order number(s) on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

5. Delivery; Notice of Delay. Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order shall be a material breach of this Purchase Order. No acts of SRI, including without limitation, modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. SRI also reserves the right to refuse (or return, at Seller's risk and expense) shipments made in excess of SRI's orders or in advance of required schedules, or to defer payment on advance deliveries until the scheduled delivery dates. Seller shall notify SRI in writing immediately of any actual or potential delay or other impediment to the performance of this Purchase Order (including, but not limited to, any litigation or labor dispute), including therewith a proposed revised schedule. SRI's acceptance of any proposed revised schedule does not constitute a waiver to SRI's rights and remedies hereunder for late delivery under the original schedule.

6. Stop Work. If SRI sends Seller a written 'stop work' order, Seller shall immediately stop performance of this Purchase Order in accordance with the stop work order and shall take all reasonable steps to minimize costs allocable to the Purchase Order during the period of work stoppage, including immediately issuing written stop work orders to any lower-tier vendors and subcontractors. Once the stop work order is no longer necessary, SRI shall either: (a) terminate the Purchase Order in accordance with the Termination articles of this Purchase Order; or (b) lift the stop work order, and negotiate an equitable adjustment to the price and delivery

schedule, if Seller requests such an adjustment in accordance with the Changes article of this Purchase Order.

7. Termination for Convenience. SRI may, by notice in writing, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order. In the event of termination for convenience by SRI, Seller shall immediately cease performance under this Purchase Order. SRI shall be liable to Seller only for all reasonable and substantiated costs actually incurred before the effective date of the termination (or, if earlier, the date of any Stop Work order), except that SRI will not be obligated to pay more than the full price of the terminated line item(s) as stated on this Purchase Order. SRI will have no further payment obligation in connection with such termination. Seller will promptly notify SRI of all completed or partially completed work and, at no additional expense to SRI and in accordance with SRI's instructions, will promptly transfer possession of such work to SRI. Seller's obligations, including but not limited to obligations under the warranty, proprietary rights, and infringement provisions of this Purchase Order shall survive such termination.

8. Termination for Default. SRI may terminate this Purchase Order in whole or in part at any time for any of the following: (a) breach of any one or more of Seller's obligations, representations, and warranties under this Purchase Order, if such breach is not cured within five business days after written notice of such breach is delivered to Seller; (b) failure to make progress so as to endanger complete and timely performance of this Purchase Order; or (c) failure to provide adequate assurance of future performance upon request. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order. In the event of Seller's default hereunder, SRI may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in the Uniform Commercial Code or in common law, or in equity. Seller's obligations, including but not limited to obligations under the warranty, proprietary rights, and infringement provisions of this Purchase Order shall survive such termination.

9. Force Majeure. Except for defaults of Seller's subcontractors at any tier, neither SRI nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, earthquakes, fires, floods, public health emergencies, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

10. Disputes. If a dispute arises out of this Purchase Order, the parties may commence litigation in any court of competent jurisdiction. Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by SRI with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the laws of the State of California, without application of its conflicts of law rules.

11. Remedies. Except as otherwise provided herein, the rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

12. Proprietary Rights. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied by Seller to SRI shall be disclosed to SRI on a non-proprietary basis and may be used and/or disclosed by SRI without restriction. All specifications, information, data, drawings, software and other items which are: (a) supplied by SRI to Seller; (b) obtained or developed by Seller in the performance of this Purchase Order; or (c) paid for by SRI, shall be proprietary to SRI, shall be used by Seller only for purposes of providing goods or services to SRI pursuant to this Purchase Order, and shall not be disclosed by Seller to any third party without SRI's express written consent.

All such items supplied by SRI, obtained by Seller in performance of this Purchase Order, or paid for by SRI shall be promptly provided by Seller to SRI on the earlier to occur of SRI's request or Seller's completion of this Purchase Order. Any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order, or which is derived from or based on the use of information supplied by SRI, shall be the property of SRI; and Seller hereby assigns all Seller's right, title, and interest therein to SRI. Upon request, Seller shall execute such further documents as may be necessary to perfect SRI's title thereto.

13. SRI's Property. All drawings, tools, jigs, dies, fixtures, materials, and other items supplied to Seller or paid for by SRI shall be and remain the property of SRI; and SRI has the right to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort. All such items shall be used only in the performance of work under this Purchase Order unless SRI consents otherwise in writing. Material made in accordance with SRI's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without SRI's prior written consent. Seller shall maintain any and all property furnished by SRI to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear. At SRI's request, Seller shall submit to SRI an inventory of any SRI property in its possession and shall deliver or otherwise dispose of as SRI directs upon conclusion of this Purchase Order.

14. Access to SRI Facilities and Networks. If access to SRI facilities or computer networks is permitted under this Purchase Order, Seller's personnel shall comply with all SRI security, safety, rules of conduct, badging and personal identification, IT policies, and other reasonable instructions of SRI while on SRI property or using SRI's network. Before access is granted, Seller shall provide any information reasonably required by SRI (including full legal name and citizenship) to ensure proper identification of authorized Seller personnel. SRI may, in its sole discretion, remove any Seller employee from SRI facilities or computer networks.

15. Release of Information / Publicity. Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use SRI's company name (or the name of any SRI division, affiliate, subsidiary, employee, director, or officer thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content or for products or service endorsement without SRI's prior written approval. Seller's obligations under this Section (Release of Information / Publicity) shall survive the termination or cancellation of this Purchase Order.

16. Proprietary Information. Seller shall keep confidential and otherwise protect from disclosure all information and property obtained from SRI in connection with this Purchase Order that is identified as confidential or proprietary. Unless expressly authorized in writing by SRI, Seller shall use such information and property only for performance of this Purchase Order and shall not disclose such information and property to any third party. However, such obligation shall not apply to information that Seller can demonstrate by its written records was: (a) previously known to Seller; (b) acquired by Seller from a third party having the right to disclose such information; or (c) known to the public, through no fault of Seller. Seller shall maintain data protection processes and systems sufficient to protect SRI provided information and property. Seller shall promptly report to SRI any discovered unauthorized access to or use of information. The provisions of this Section (Proprietary Information) are superseded by any nondisclosure agreement between the parties that is attached to this Purchase Order.

17. Order of Precedence. In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: (1) this Purchase Order, including order specific provisions which are typed or written on this Purchase Order as additions to the preprinted terms; (2) general terms and conditions of purchase, including supplements thereto, attached hereto or incorporated by reference; and (3) documents expressly incorporated by reference on this Purchase Order. SRI's specifications shall prevail over those of SRI's customer (if any), and both of the foregoing shall prevail over Seller's specifications. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, such inconsistency or conflict shall be resolved by the following descending order of preference: (i) specifications, (ii) drawings, (iii) designated type, part number, or catalog description, and (iv) samples. In cases of ambiguity in the specifications, drawings, or other requirements of

this Purchase Order, Seller must, before proceeding, consult SRI, whose written interpretation shall be final.

18. Warranty. Seller represents and warrants that it has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order. Seller represents and warrants that the materials delivered pursuant to this Purchase Order shall be new, free from defects in workmanship, materials, and design and shall strictly conform to all the requirements of this Purchase Order. Seller further represents and warrants that the performance of work and services pursuant to the requirements of this Purchase Order shall conform to high professional standards. These warranties shall survive final acceptance and payment. This warranty entitlement shall inure to the benefit of both SRI and SRI's customers. As used in this Purchase Order, SRI's customer(s) shall include its direct and indirect customers, including but not limited to, direct sale end-users, higher tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s). Seller shall be liable for and hold SRI harmless for any loss, damage, cost, expense, or liability that SRI may suffer from breach of any of these warranties. Remedies shall be at SRI's election, including repair, replacement, or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective services at no cost to SRI or reimbursement of the amounts paid for such services.

19. Inspection. All material and workmanship shall be subject to inspection and test at all reasonable times and places by SRI or SRI's customer before, during and after performance and delivery. SRI may require Seller to repair, replace or reimburse the purchase price of rejected material or SRI may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by SRI shall be at Seller's expense. If inspection and test are made on the premises of Seller or Seller's lower tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section (Inspection) pertaining to inspection and test on Seller's premises are supplementary to and not in lieu of the other provisions of this Section (Inspection). SRI's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this Purchase Order.

20. Counterfeit Parts. Seller shall not deliver any part to SRI that is mislabeled or otherwise misrepresented as being of a different class, quality, or source than is actually the case, including (for example) refurbished parts that are represented as new parts and any parts designated as 'suspect' by the United States Government, such as parts listed in Defense Contract Management Agency alerts under the Government-Industry Data Exchange Program. If SRI determines that Seller has supplied parts in violation of the foregoing, or if Seller becomes aware of or suspects that it has furnished such parts, Seller shall immediately replace the suspect or counterfeit part with a genuine version conforming to the requirements of this Purchase Order. Notwithstanding any other provision of this Purchase Order, Seller is liable to SRI for SRI's costs in removing Seller-supplied suspect or counterfeit parts, reinserting replacement parts, and any testing made necessary by the substitution.

21. Changes; Contract Direction. SRI has the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and to the extent that SRI agrees to such adjustments, this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 20 days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order pending resolution of the claim. Failure by Seller to request for an adjustment within 20 days will be deemed waiver of the right to equitable adjustment and will not excuse Seller from performing in accordance with the revised Purchase Order. Only SRI Authorized Signatories have authority on behalf of SRI to make changes to this Purchase Order. Information, advice, approvals, or instructions given by SRI's technical or business personnel or other representatives shall be

deemed expressions of personal opinion only and shall not affect SRI's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by SRI's purchasing representative and which states that it constitutes an amendment or change to this Purchase Order. Any efforts by Seller pursuant to instructions other than written instructions from SRI's Authorized Signatories is at Seller's sole risk.

22. Infringement. Seller warrants that all work, materials, services, equipment, parts and other items provided by Seller pursuant to this Purchase Order, which are not of SRI's design, shall be Seller's original work product (or licensed from a third-party for unrestricted use) and free from claims of infringement (including misappropriation) of third-party intellectual property rights and that any use or sale of such items by SRI or any of SRI's customers shall be free from any claims of infringement. Seller shall indemnify, defend, and hold SRI and SRI's customers harmless from and against any claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of claims, suits, or actions alleging such infringement. In the event that any product or service is alleged to infringe any third-party intellectual property right, Seller may replace or modify infringing items with comparable goods acceptable to SRI of substantially the same form, fit, and function so as to remove the source of infringement. Seller's obligations under this Purchase Order, including those contained in Section 18 (Warranty) and in this Section (Infringement), shall apply to all replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to SRI, shall obtain for SRI and SRI's customers the right to use and sell said item.

23. Taxes. Unless this Purchase Order specifies otherwise, all prices include, and Seller is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that shall be separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which SRI has furnished a valid exemption certificate or other evidence of exemption.

24. Travel Costs. Except as set forth otherwise on this Purchase Order, if travel is authorized under this Purchase Order, then Seller's actual travel expenses (not to exceed the then-applicable federal per diem rates, available at <https://www.gsa.gov/perdiem>, if this Purchase Order is in support of a U.S. Government contract or grant) will be reimbursed as part of the Seller's costs. Seller must maintain receipts for all expenses over US\$75 for which reimbursement is claimed. Lodging receipts must be from establishments serving the general public. Seller shall include a detailed summary of all travel costs by category of expense on each invoice.

25. Assignments. Seller may not assign any rights or delegate any of its obligations due or to become due under this Purchase Order without the prior written consent of SRI. Any purported assignment by Seller without such consent shall be void. Should SRI grant consent to Seller's assignment of this Purchase Order, such assignee shall be bound by the terms and conditions of this Purchase Order. However, Seller shall continue to be fully responsible and liable for full performance of all obligations under this Purchase Order. SRI retains the right to assign its interest in this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) SRI's customer. SRI has the right at any time to set off any amount owing from Seller to SRI or SRI's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries and/or affiliates pursuant to this Purchase Order or any other contractual agreement between SRI and Seller or their respective subsidiaries and/or affiliates. Seller shall promptly notify SRI in writing in advance of any organizational changes planned by Seller, including name or ownership changes, mergers, or acquisitions.

26. Compliance with Law. Seller warrants that all materials to be furnished and services to be rendered under this Purchase Order shall be manufactured, sold, used, shipped, and rendered in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, standards, rulings, treaties, and other requirements. Seller agrees to defend, indemnify, and hold SRI harmless against any loss, cost, damage, penalty, fine, expense (including attorney's fees), or liability by reason of Seller's violation hereof. Nothing in this Purchase Order or in any requirement under this Purchase Order shall be construed to mean that Seller shall perform any work in violation of any law. This Section (Compliance with Law) operates in addition to and not in mitigation of any other requirements in this Purchase Order.

27. Chemicals. Seller represents that each chemical substance constituting or contained in work sold or otherwise transferred to SRI hereunder is on the list of chemical substances compiled and published by the administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) as amended. Seller shall provide to SRI with each delivery, any Material Safety Data Sheet applicable to the work, in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its state approved counterpart.

28. Responsibility and Insurance. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall maintain such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance in such amounts as will protect Seller (and its subcontractors) and SRI from said risks and from any claims under any applicable laws. Seller shall provide SRI with certificates evidencing required insurance on request.

29. Indemnity Against Claims. Seller shall keep its work and all items supplied by it hereunder free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by SRI to provide a satisfactory release of liens as a condition of final payment. Seller shall, without limitation, indemnify, defend, and hold SRI and its customer(s) and their respective officers, directors, employees, and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs (including attorney's fees), expenses, damages, and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods, services or other items supplied by Seller pursuant to this Purchase Order except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of SRI, and (ii) all claims (including resulting costs, expenses, damages, and liability) by Seller's employees or subcontractors.

30. International Transactions. Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order. Seller agrees that SRI, its subsidiaries, affiliates, or its designees may exclusively use the value of this Purchase Order to satisfy any international offset obligations with Seller's country, subject to the offset qualifying laws, rules and regulations of that country.

31. Export/Import Controls. Seller shall control the disclosure of and access to technical data, information, and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to, the International Traffic in Arms Regulations (ITAR). Seller shall indemnify, defend, and hold SRI harmless for all liabilities, penalties, losses, damages, costs (including attorney's fees), or expenses that may be imposed on or incurred by SRI in connection with any violations of such laws and regulations by Seller. Seller shall immediately notify SRI if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked. Seller will give immediate written notification to SRI if the items to be delivered or sold to SRI under this Purchase Order are restricted by export control laws or regulations prior to the delivery of the items. Seller will provide SRI with applicable ECCN information for all goods it provides to SRI.

32. Anti-Bribery. Seller and its officers, directors, employees, and agents have not offered or provided and will not offer or provide, either directly or indirectly, any gift, payment, or other benefit of any kind to any person that constitutes a breach of any applicable domestic or foreign anti-bribery or corrupt practices law in either the United States (including the Foreign Corrupt Practices Act) or any other country in which any products are sold or services are performed under this Purchase Order. Upon Seller's breach of the foregoing, SRI may terminate this Purchase Order immediately for default, without any 'cure' period.

33. Gifts; Conflicts. To avoid conflicts of interest, or the appearance thereof, Seller may not, directly or indirectly, provide anything of value (including cash, gift certificates, meals, travel, lodging, and entertainment) to an SRI staff member or an immediate family member thereof, whether by payment in advance or reimbursement of expenses, in excess of US\$ 25 per person, per calendar year, without the express written approval of SRI's ethics officer. Seller represents that it has fully disclosed to SRI if its principals

are related to any current SRI staff member or if it has any other actual or potential conflict of interest with respect to this Purchase Order.

34. Severability. If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

35. Independent Contractor. The parties intend to create an independent contractor relationship. Nothing herein creates a partnership, joint venture, agency, employment, or other business relationship between the parties. Seller will not represent itself as an agent of SRI, nor indicate that Seller has the right to obligate SRI in any way. Seller is solely responsible for providing all resources, materials, and facilities needed to accomplish the work required; SRI's facilities may not be used for the performance of the efforts required except as expressly identified herein.

36. Records Retention. Seller shall maintain adequate records indicating the effort expended in direct performance of this Purchase Order. Unless a longer period is specified elsewhere in this Purchase Order, or by law or regulation, Seller shall retain all records related to this Purchase Order for a period of three years from the date of final payment from SRI. Records related to this Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping, export, and certification records. At no additional cost, Seller shall timely provide access to such records to SRI or its customer upon request for audit.

37. Communication with Customer. If this Purchase Order is issued in support of a contract or agreement between SRI and an SRI customer (including, but not limited to, the U.S. Government) then, as between SRI and Seller, SRI is solely responsible for all liaison and coordination with SRI's customer as it affects the SRI-customer contract, including with respect to the work performed under this Purchase Order. Seller acknowledges it has no privity of contract with SRI's customer by virtue of this Purchase Order.

38. U.S. Government Contract Regulations. If this Purchase Order is being issued in support of a U.S. Government Contract:

(a) Seller certifies that neither Seller nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this type of transaction by any Federal department or agency and that Seller shall promptly notify SRI of any change to its status during the term of this Purchase Order;

(b) If so identified on the Purchase Order, this is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700); and

(c) the Federal Acquisition Regulation (FAR) clauses and (if the Contract is with an agency of the Department of Defense) Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, along with the two equal opportunity clauses set forth in bold text, with the same force and effect as if they were set forth herein in full text, including any notes following the clause citation. If the notes following the clause citation state that the clause is applicable only if certain conditions apply, then that clause is part of the Purchase Order if the conditions are true and not part of the contract otherwise. In all clauses listed herein, the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under this Purchase Order. The full text of the FAR and DFARS clauses may be found on the Internet at <https://www.acquisition.gov/>.

- i. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) (Applies if this Purchase Order exceeds \$250,000)
- ii. FAR 52.203-7 Anti-Kickback Procedures (Jun 2020) (excluding subparagraph (c)(1)) (Applies if this Purchase Order exceeds \$150,000)
- iii. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020) (Applies if this Purchase Order exceeds \$150,000)
- iv. FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021) (Applies if this Purchase Order exceeds \$6,000,000 and has a period of performance of more than 120 days; all disclosures of violations of the civil False Claims Act or of Federal criminal law shall be directed to the funding agency's Office of the Inspector General with a copy to the agency's contracting officer)

- v. FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Applies if this Purchase Order is funded by the Recovery Act)
- vi. FAR 52.203-16 Preventing Personal Conflicts of Interest (Jun 2020) (Applies if this Purchase Order exceeds \$250,000 and is for Seller's employees to perform acquisition functions closely associated with inherently governmental functions)
- vii. FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (Applies if this Purchase Order exceeds \$250,000)
- viii. FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- ix. FAR 52.204-2 Security Requirements (Mar 2021) (Applies if Seller requires access to classified information)
- x. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (Applies if Seller will have physical access to a federally-controlled facility or access to a federal information system)
- xi. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
- xii. FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies if Seller may have federal contract information residing in or transiting through its information systems, unless this Purchase Order is solely for the purchase of commercially available off-the-shelf items)
- xiii. FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)
- xiv. FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (excluding paragraph (b)(2))
- xv. FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Nov 2021) (Applies if this Purchase Order exceeds \$35,000 except those for commercial off-the-shelf items)
- xvi. FAR 52.219-8 Utilization of Small Business Concerns (Oct 2018) (Applies if this Purchase Order offers further subcontracting opportunities)
- xvii. FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- xviii. FAR 52.222-26 Equal Opportunity (Sep 2016) (Applies unless exempted by the rules, regulations, or orders of the Secretary of Labor under Executive Order 11246, as amended)
- xix. FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020) (Applies if this Purchase Order exceeds \$150,000)
- xx. FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020) (Applies if this Purchase Order exceeds \$15,000)
- xxi. FAR 52.222-37 Employment Reports on Veterans (Jun 2020) (Applies if this Purchase Order exceeds \$150,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor)
- xxii. FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (Applies if this Purchase Order exceeds \$10,000 and will be performed wholly or partially in the United States unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009)
- xxiii. FAR 52.222-41 Service Contract Labor Standards (Aug 2018) (Applies if this Purchase Order is for services subject to Service Contract Labor Standards)
- xxiv. FAR 52.222-50 Combating Trafficking in Persons (Nov 2021) (Requirements of paragraph (h) only apply to Purchase Orders having an estimated total value of over \$550,000 for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States)
- xxv. FAR 52.222-54 Employment Eligibility Verification (May 2022) (Applies if this Purchase Order: (1) is for either: (i) services, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider and are normally provided for that COTS item; or (ii) construction; and (2) exceeds \$3,500; and (3) includes work performed in the United States)
- xxvi. FAR 52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) (Applies if this Purchase Order is subject to Service Contract Labor Standards statute or the Wage Rate Requirements

- (Construction) statute, and is to be performed in whole or in part in the United States)
- xxvii. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (Applies if this Purchase Order is subject to Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States)
 - xxviii. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021) (Applies if this Purchase Order involves hazardous material)
 - xxix. FAR 52.223-7 Notice of Radioactive Materials (Jan 1997) (Applies if this Purchase Order involves covered radioactive material. The blank in paragraph (a) is set at 30 days)
 - xxx. FAR 52.223-11 Ozone-Depleting Substances and High Global Warning Potential Hydrofluorocarbons (Jun 2016)
 - xxxi. FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (Applies if this Purchase Order value exceeds the micro-purchase threshold as defined at FAR 2.101)
 - xxxii. FAR 52.224-3 Privacy Training (Jan 2017) (Applies if in performance of this Purchase Order Seller's employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.) (Alt I (Jan 2017) applies if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable)
 - xxxiii. FAR 52.225-1 Buy American – Supplies (Nov 2021)
 - xxxiv. FAR 52.225-5 Trade Agreements (Oct 2019)
 - xxxv. FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)
 - xxxvi. FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
 - xxxvii. FAR 52.227-14 Rights in Data – General (May 2014)
 - xxxviii. FAR 52.227-19 Commercial Computer Software – Restricted Rights (Dec 2007)
 - xxxix. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (Applicable only if Seller is a small business concern and SRI receives accelerated payments from its client)
 - xl. FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2022)
 - xli. FAR 52.245-1 Government Property (Sep 2021) (Applicable only if Seller is acquiring or is furnished Government property for performance) ("Contracting Officer" means SRI except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes SRI. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means SRI and except in paragraphs (d)(2) and (g) where the term includes SRI. The following is added as paragraph (n) "Seller shall provide to SRI immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")
 - xlii. FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (Applicable unless exempted by paragraph (e)(4) of the clause)
 - xliii. FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (DEVIATION) (Applies to Purchase Orders over the simplified acquisition threshold for services, including construction, performed in whole or in part within the United States or its outlying areas) (Additional guidance at [saferfederalworkforce.gov/contractors](https://www.federalworkforce.gov/contractors))
 - xliv. DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
 - xlv. DFARS 252.203-7003 Agency Office of the Inspector General (Aug 2019) (Applies whenever FAR 52.203-13 applies (see above))
 - xlvi. DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-party Contractor Reported Cyber Incident Information (Oct 2016) (Applies if this Purchase Order includes support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)
 - xlvii. DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Dec 2019)
 - xlviii. DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
 - xliv. DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
 - I. DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2021) (Seller to submit required reports to the Government through SRI)
 - ii. DFARS 252.204-7020 NIST SP 800-181 DoD Assessment Requirements (Mar 2022) (Not applicable to Purchase Orders for commercial off the shelf items)
 - iii. DFARS 252.211-7003 Item Unique Identification and Valuation (Mar 2022) (Applies to Purchase Orders for acquisition of items requiring unique identification in accordance with DFARS 252.211-7003(c)(1))
 - liii. DFARS 252.223-7001 Hazard Warning Labels (Dec 1991) (Applies if this Purchase Order requires delivery of hazardous materials)
 - liiv. DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994) (Applies if this Purchase Order involves ammunition or explosives, including liquid and solid propellants)
 - lv. DFARS 252.223-7003 Change in Place of Performance – Ammunition and Explosives (Dec 1991) (Applies if DFARS 252.223-7002 applies)
 - lii. DFARS 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999) (Applies if this Purchase Order is for development, production, manufacture, or purchase of arms, ammunition, and explosives, or when arms, ammunition, or explosives will be provided to Seller as Government furnished property)
 - lii. DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jun 2013) (Applicable to Purchase Orders for supplies, maintenance and repair services, or construction materials)
 - liiii. DFARS 252.225-7001 Buy American and Balance of Payments Program – Basic (Mar 2022) (Applies instead of FAR 52.225-1)
 - lix. DFARS 252.225-7007 Prohibition on Acquisition of United States Munition List Items from Communist Chinese Military Companies (Dec 2018) (Applies if Seller is providing items on the U.S. Munitions List or the 600 series of the Commerce Control List)
 - lix. DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Dec 2019) (excluding paragraphs (d) and (e)(1)) (Applicable to Purchase Orders for items containing specialty metals)
 - lii. DFARS 252.225-7012 Preference for Certain Domestic Commodities (Apr 2022)
 - lii. DFARS 252.225-7021 Trade Agreements - Basic (Mar 2022) (Applies instead of FAR 52.225-5)
 - liiii. DFARS 252.225-7048 Export-Controlled Items (Jun 2013)
 - liiv. DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (Oct 2020)
 - lii. DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (May 2020) (DEVIATION 2020-O0015) which reads as follows:
 - (a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -
 - (1) An unmanned aircraft system (UAS), or any related services or equipment, that -
 - (i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
 - (iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or
 - (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-
 - (i) In the People's Republic of China; or
 - (ii) By an entity domiciled in the People's Republic of China.
 - (b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other

- contractual instruments, including subcontracts for the acquisition of commercial items.
- lxvi. DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019) (Applies to Purchase Orders exceeding \$500,000. SRI shall have no liability to Seller for an incentive payment under this clause unless and until SRI receives an incentive payment from its client)
 - lxvii. DFARS 252.227-7013 Rights in Technical Data – Noncommercial Items (Feb 2014) (Applies instead of FAR 52.227-14, to the extent specified in DFARS 252.227-7015)
 - lxviii. DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014) (Applies instead of FAR 52.227-14)
 - lxix. DFARS 252.227-7015 Technical Data – Commercial Items (Feb 2014)
 - lxx. DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software (Sep 2016)
 - lxxi. DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Apr 2022)
 - lxxii. DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration (Apr 2020) (Applicable if Seller is a small business concern)
 - lxxiii. DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013) (Applicable to Purchase Orders for acquisition of steel as a construction material)
 - lxxiv. DFARS 252.244-7000 Subcontracts for Commercial Items (DOD Contracts) (Jan 2021)
 - lxxv. DFARS 252.246-7003 Notification of Potential Safety Issues (Jun 2013) (Applies if this Purchase Order is for: (i) parts identified as critical safety systems; (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 both SRI and the contracting officer)
 - lxxvi. DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)
 - lxxvii. DFARS 252.246-7008 Sources of Electronic Parts (May 2018)
 - lxxviii. DFARS 252.247-7003 Pass-Through of Motor Carrier Surcharge Adjustment to the Cost Bearer (Jun 2013) (Applies if Seller is a motor carrier, broker, or freight forwarder)
 - lxxix. DFARS 252.247-7023 Transportation of Supplies by Sea – Basic (Feb 2019) (Applies instead of FAR 52.247-64 if this Purchase Order requires transportation of supplies by sea. Paragraphs (f) and (g) do not apply if this Purchase Order does not exceed the simplified acquisition threshold in part 2 of the FAR)
 - lxxx. DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Jun 2020) (Applies if this Purchase Order exceeds the threshold specified in DFARS 249.7003 (c)(1) at the time of the notice) (Seller shall comply with the lower-tier notice requirements of paragraph (d)(2))
 - lxxxi. DFARS 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (DEVIATION 2021-00009) (Oct 2001) (Applies to Purchase Orders over the simplified acquisition threshold for services, including construction, performed in whole or in part within the United States or its outlying areas) (Additional guidance at [saferfederalworkforce.gov/contractors](https://www.federalworkforce.gov/contractors))

Equal Opportunity for Veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Equal Opportunity for Disabled Persons. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

- 39. U.S. Government Grant Regulations. If this Purchase Order is being issued in support of a U.S. Government Grant, Cooperative Agreement, or other type of financial assistance award, the following additional terms from 2 CFR Part 200 Appendix II are hereby incorporated.
 - i. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Purchase Order meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Seller shall comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - ii. Copeland “Anti-Kickback” Act (40 U.S.C. 3145). (Applicable only to Purchase Orders that exceed \$2,000 and are for construction or repair.) Seller shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Seller shall report all suspected or reported violations to SRI.
 - iii. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). (Applicable only to Purchase Orders that exceed \$2,000 and are for construction.) Seller shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). In accordance with the statute, Seller is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Seller is required to pay wages not less than once a week. Seller must request a copy of the current prevailing wage determination issued by the Department of Labor if one is not attached to this Purchase Order. Issuance of this Purchase Order is conditioned upon Seller’s acceptance of the wage determination. Seller shall report all suspected or reported violations to SRI.
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). (Applicable only to Purchase Orders that exceed \$100,000 and involve the employment of mechanics or laborers.) Seller shall comply with 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702, Seller is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - v. Rights to Inventions Made Under a Contract or Agreement. (Applicable only to Purchase Orders made under federal awards that meet the definition of “funding agreement” under 37 CFR 401.2(a) and where Seller is a small business firm or nonprofit organization, and the Purchase Order is for the performance of experimental, developmental, or research work.) The Federal Government and SRI shall have rights in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - vi. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. (Applicable only to Purchase Orders that exceed \$150,000.) Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to SRI.

- vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). (Applicable only to Purchase Orders of \$100,000 or more.) Seller shall submit to SRI a certification (and shall cause any lower-tiers having contracts over \$100,000 to submit certifications to Seller for forwarding to SRI) that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Seller and each lower tier shall also disclose to SRI any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- viii. Debarment and Suspension (Executive Orders 12549 and 12689). SRI is not permitted to issue any Purchase Order to parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Seller shall provide the required certification regarding its exclusion status and that of its principal employees, and shall not issue any lower-tier agreements to any excluded parties in support of this Purchase Order.

- END OF TERMS (PO-001 Rev. 06/22) -