



BASIC TERMS AND CONDITIONS FOR A PURCHASE ORDER

1. DEFINITIONS

- 1.1. "Buyer" means XPER, Inc, its divisions or subsidiaries.
- 1.2. "Order" means a purchase order.
- 1.3. "Products" means those Goods and/or Services described in an Order.
- 1.4. "Seller" means the party from whom Buyer offers to purchase Products according to an Order.

2. ACCEPTANCE OF AN ORDER BY SELLER

- 2.1. Seller's Acceptance of an Order is expressly limited to these Terms and Conditions and any additional terms and conditions included in the Purchase Order, including any flow down clauses required by Buyer's customer.
- 2.2. The following act by Seller shall constitute Acceptance of an Order:
 - 2.2.1. Written explicit acknowledgement of XPER Purchase Order number by the seller's authorized representative through electronic or delivered hard copy media.
- 2.3. Buyer reserves the right to revoke an Order at any time before Acceptance of the Order.

3. REVISIONS AND CHANGES TO AN ORDER

- 3.1. Authorized changes to an order will occur only when a revision to the Purchase Order has been issued by the buyer in writing.
- 3.2. The seller shall accept or reject the changes in writing within three (3) business days. Failure to acknowledge or reject changes in writing within three business (3) days of notification will be deemed acceptance by the seller.

4. SERVICES & DELIVERABLES

- 4.1. Seller agrees to provide Products of an Order according to the Order and in accordance with these Terms and Conditions, and any additional terms and conditions included in the Order.
- 4.2. Upon acceptance of an Order, Seller shall be bound by the provisions of these Terms and Conditions, including all provisions set forth on the face of the Order, unless Seller objects to such terms and conditions in writing prior to Acceptance.

5. DELIVERY

- 5.1. Time is of the essence. Delivery of Products provided in response to an Order shall be made pursuant to any delivery schedule indicated in the Order.
- 5.2. For delivery of any Goods (as opposed to Services) included in the Products of an Order:
 - 5.2.1. The Goods shall be delivered via any carrier specified on the Order, and to the place specified in the Order.

5.2.2. If no delivery schedule is specified, the Order shall be filled promptly and delivery of the goods shall be made by an expeditious form of land transportation reasonable under the circumstances known to Seller.

5.3. In the event Seller fails to deliver Goods and Products within the time specified, or fails to provide the services included in the Products, XPER may, at its option, decline to accept any such Goods and terminate the Order or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Order.

6. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

6.1. In case delivery of Products of an Order is delayed from the period stipulated in the Order, liquidated damages shall be levied, without any grace period, at the rate of fifteen hundredth percent (0.15%) of the total of the Order per day.

6.2. The accumulated total amount of the liquidated damages shall not exceed ten percent (10%) of the total of the Order.

7. PACKING & SHIPPING

7.1. Seller shall package all Goods (as opposed to Services) included in an Order in suitable containers to permit safe transportation and handling.

7.2. Each delivered container must be labeled and marked to identify contents without opening, and all boxes and packages must contain packing sheets listing contents.

7.3. An Order will include an XPER purchase order number, and XPER's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

8. RISK OF LOSS & DESTRUCTION OF GOODS

8.1. Seller assumes all risk of loss of any Goods included in the Products of an Order until title to the Goods passes to XPER.

8.2. An Order will include an indication of a destination to which any such Goods are to be delivered.

8.3. Unless otherwise specified, title to any such Goods shall pass to XPER when XPER receives such Goods at the destination indicated on the Order.

8.3.1. If such Goods are destroyed prior to title passing to XPER, then XPER may at its option cancel the Order or require delivery of substitute goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable.

8.3.2. If loss of such Goods is partial, XPER shall have the right to require delivery of the Goods not destroyed. Passing of title to any Goods included in an Order shall not constitute acceptance of fulfillment of the Order.

9. INVOICES & PAYMENT

9.1. Unless otherwise specified in an Order, Buyer shall pay Seller within sixty (60) days after Buyer's receipt of the Products specified in the Order and a Seller's invoice therefor.

9.2. Payment shall not constitute acceptance of the products.

- 9.3. If a discount is available to Buyer, any such discount will be taken on the full amount of invoice unless freight and other charges are itemized.

10. BUYER'S INSPECTION & ACCEPTANCE OF PRODUCTS

- 10.1. Buyer, its customer, higher-tier contractors, and the U.S. Government may inspect the Products of an Order at all reasonable times and places including during manufacture and before shipment.
- 10.2. Seller shall provide all information, facilities and assistance necessary for inspection without additional charge.
- 10.3. Buyer's final inspection and acceptance of the Products of an Order shall be at the destination indicated on the Order, unless otherwise indicated in the Order, and in accordance with Buyer's procedures for determining whether a shipment of the Products is according to the Order.
- 10.4. Inspection or rejection shall be indicated in a writing provided to Seller by a duly authorized representative of Buyer.

11. NON-CONFORMING GOODS

- 11.1. If the Seller fails to deliver or delivers defective or nonconforming products, Buyer may:
- 11.1.1. Rescind this Order
 - 11.1.2. Accept such products at an equitable price reduction
 - 11.1.3. Reject such products
 - 11.1.4. Demand specific performance
 - 11.1.5. Rework or replace such products and charge the cost incurred to Seller, except in case of glass laminate products provided by Seller including a mat provided by other than Seller or a subcontractor to Seller, being determined to be non-conforming for electrical failure and for no other reason.
- 11.2. If Buyer rejects such a glass laminate product for electrical failure and for no other reason, Buyer will pay for the glass laminate product provided that the following criteria are met:
- 11.2.1. Seller stores the mats in a temperature and humidity controlled environment suitable in view of the material from which the mats are made and Buyer is allowed to periodically inspect said facility approximately biannually, and determines that the controlled environment is suitable.
 - 11.2.2. Buyer inspection of any glass laminate product rejected for electrical failure alone does not disclose obvious mishandling of the man (e.g. obvious damage to a bus bar).
- 11.3. After 2% failure of glass laminate products due to electrical failure alone, Seller shall stop production at Buyer's request, and production will not resume until Seller and Buyer agree that corrective action is in place likely to reduce the only-electrical failure rate to below 2%.

12. WARRANTIES

- 12.1. Services:
- 12.1.1. Seller represents and warrants that all Services included in the Products of an Order shall be completed in a professional, competent manner, with the degree of skill and care that is required by current, relevant, and sound professional procedures.

- 12.1.2. Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Order.
- 12.1.3. Seller represents and warrants that the performance of such Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

12.2. Goods:

- 12.2.1. Seller warrants that all Goods included in the Products of an Order shall conform to all requirements of the Order, be free from defects in material, workmanship, and design, unless Buyer provided the design, and be fit for the intended purpose, for a period of twenty-four (24) months after acceptance by Buyer.
- 12.2.2. Buyer's approval of designs furnished by Seller or any approval of any "First Article" of Seller shall not relieve Seller of any obligations under this Warranty.
- 12.2.3. Seller agrees that Seller's warranties shall be enforceable by Buyer, Buyer's customers and any subsequent owner of the Products or of Buyer, and any user or operator of the Products.
- 12.2.4. The warranties of Seller shall not be exclusive, and together with any service warranties and guarantees, shall survive Buyer's acceptance and payment.
 - 12.2.4.1. If XPER identifies a warranty problem with Goods during the warranty period, XPER will promptly notify Seller of such problems and will return the Goods to Seller if Seller requests same, and such return shall be at Seller's expense.
- 12.2.5. Within five (5) business days of notification or receipt of the returned Goods, whichever is later, Seller shall, at the option of XPER, either repair or replace such Goods, or credit XPER's account for the Goods.

13. TERMINATION FOR CAUSE

- 13.1. Buyer may terminate an Order in whole or in part, for Seller's default for:
 - 13.1.1. Insolvency
 - 13.1.2. Bankruptcy
 - 13.1.3. Reorganization
 - 13.1.4. Suspension of business
 - 13.1.5. Liquidation proceedings
 - 13.1.6. Appointment of a trustee or receiver for Seller's property or business
 - 13.1.7. Assignment
 - 13.1.8. Failure to make progress as to endanger performance of the Order
 - 13.1.9. Failure to provide assurances in accordance with Uniform Commercial Code (UCC) 2-609
- 13.2. Upon termination of an Order under this clause, Seller may reserve the right to transfer title and deliver to Buyer all completed Products and all partially completed Products produced or specifically acquired for performance of the Order.

14. TERMINATION FOR CONVENIENCE

- 14.1. The performance of work under an Order may be terminated in whole or in part, by Buyer for Buyer's convenience at any time and for any reason on Buyer giving written termination notice to Seller, and Buyer shall pay to Seller termination charges, pursuant to a claim for same by Seller, computed in the following manner:
 - 14.1.1. A sum computed and substantially in accordance with standard accounting practices for those reasonable costs incurred by Seller prior to the date of termination for completed work, work in process, materials directly related to the Order, for orderly phase out of performance as requested by Buyer in order to minimize the costs of the termination and for preparation and settlement of Seller's claim to termination charges.
 - 14.1.2. Reasonable profit on such work performed; provided, however, that Buyer shall not be liable to Seller for any costs which would not have been charged had the Order not been terminated nor for any sum in excess of the total price stated in the Order for the terminated Products. Seller must submit any claim for equitable adjustment to Buyer within 45 days and submit Seller's final claim to termination charges within 120 days after receipt of notice of termination or such claim shall be absolutely and unconditionally waived.

15. DEFAULT –

- 15.1. Except in case of delay or failure resulting from a circumstance deemed Force Majeure according to the law of the State of Pennsylvania and as set out in these Terms and Conditions, Buyer shall be entitled, by written cancellation notice to Seller to cancel the whole or any part of an Order for default, without granting an extension of time, in any of the following cases
 - 15.1.1. Written warning notice if Seller fails to deliver the Products in accordance with the delivery schedule specified in the Order
 - 15.1.2. With written warning notice if Seller fails to progress with the work as necessary to meet the delivery schedule, or if Seller fails to perform any of its other obligations under the Order, and in either such case does not cure such failure within ten (10) days after receipt of the warning notice
- 15.2. In case of cancellation for default, Buyer shall be entitled to recover the reasonable additional cost of producing substitute Products itself or procuring them from a third party, and any other damages resulting from Seller's default. Buyer shall also be entitled to require Seller to transfer title and deliver to Buyer all materials, work-in-process, tools and manufacturing drawings and data produced or acquired by Seller specifically for the performance of an Order. Seller shall be entitled to reasonable compensation for all such items delivered to and accepted by Buyer.
- 15.3. If, at any time after cancellation under the provisions of this clause, it is determined for any reason that Seller was not in default under the provisions of this clause, or that the default was excusable on the grounds of Force Majeure, the rights and obligations of the parties shall be the same as if the Notice of Cancellation had been issued as a Termination Notice as set out in these Terms and Conditions.
- 15.4. Buyer's rights under this clause in respect to an Order are not exclusive and any other rights provided in the Order, or elsewhere in these Terms and Conditions, or by law, are reserved.

16. FORCE MAJEURE

- 16.1. In the event that either party is prevented from performing its obligations(s) under an Order due to any cause that is beyond its control and without its fault or negligence, the party that is prevented from performing its obligation(s) shall be relieved therefore until the causes that prevented the party from performing are overcome, or else are removed or cease to exist.
- 16.2. In the event Seller is affected in the performance of its obligations by such Force Majeure, it shall give the Buyer prompt written notice within ten (10) days of the occurrence of the cause, together with satisfactory evidence substantiating that the cause prevents performance, as well as a declaration specifying the steps being taken by the Seller to remove such cause of non-performance and to minimize its effects, and shall continue the performance of its other obligations under the Order.
- 16.3. In the event that this excusable delay continues for more than ninety (90) days, and the Buyer judges the purpose of the Order to be unattainable, Buyer may terminate the Order in whole or in part

17. DRAWINGS AND DATA –

- 17.1. Seller's Data – Any knowledge, information, drawings, designs, data or computer programs (hereinafter called "Seller's Data") which Seller discloses to Buyer for an Order, and that Seller has not marked with a proprietary legend or limited rights legend or has not otherwise indicated as proprietary and subsequently provided a written indication of same, shall not be considered proprietary to Seller or in any way restrict Buyer's use of such Seller's Data.
- 17.2. Buyer's Data – Seller shall safeguard and keep secure all information, including but not limited to designs, processes, drawings, specifications, reports, data and other technical or proprietary information furnished or disclosed to Seller by Buyer (hereinafter called "Buyer's Data") for fulfillment of an Order. Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use such information only in the performance of the Order.

18. BUYER'S PROPERTY

- 18.1. Buyer shall retain title to all property furnished to Seller (i.e., dies, molds, jigs, tools, materials, etc.) pertaining to an Order.
- 18.2. Seller shall label, maintain and dispose of Buyer's property including scrap according to Buyer's direction and Seller shall be responsible for all loss of or damage to Buyer's property.

19. GOVERNMENT PROPERTY

- 19.1. Seller shall assume all liability for any Government furnished property provided to Seller by Buyer.

20. NOTIFICATION OF DEBARMENT/SUSPENSION

- 20.1. Seller warrants that it is not now suspended, debarred or declared ineligible for contract award by any U.S. Government department or agency, and Seller shall provide prompt written notice to Buyer if, at any time during the performance of an Order, Seller is suspended, debarred or declared ineligible for contract award by any U.S. Government department or agency.

21. DELEGATION OR ASSIGNMENT

21.1. Delegation or assignment of an Order is not permitted without Buyer's prior written approval.

22. RESPONSIBILITY FOR CLAIMS/INDEMNITY

22.1. Seller shall, at its own expense, defend, indemnify and hold harmless Buyer from any claims, injury, or liability arising out of or related to an Order, including attorney's fees and costs, provided that the claims, injury, or liability are based on a defect in manufacture, and/or in case of Seller providing Products according to Seller's design, provided that the claims, injury, or liability are based on a defect in design.

22.2. In the event that Seller fails to defend, hold harmless, and indemnify Buyer, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to the Order and/or in the prosecution of any action to enforce the provisions of this clause.

23. DISPUTES

23.1. Either party may litigate any dispute arising under or relating to an Order. Such litigation shall be brought and jurisdiction and venue shall be proper only in a state court in Butler County in the State of Pennsylvania.

23.2. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with the performance of the Order.

24. WAIVER OF RIGHT TO JURY TRIAL

24.1. Buyer and Seller hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by either Seller against Buyer or Buyer against Seller on any matter whatsoever arising under, relating to, or in any way connected with an Order, the relationship of Seller and Buyer or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

25. CHOICE OF LAW

25.1. An Order and any dispute arising therefrom shall be governed by the substantive and procedural laws of the State of Pennsylvania, except, however, that Pennsylvania's Choice of Law provisions shall not apply.

26. MEDIATION

26.1. Seller agrees to attempt to resolve any dispute arising from an Order by mediation under the rules of the American Arbitration Association, or rules similar thereto.

26.2. Seller agrees to cooperate with Buyer in promptly engaging a qualified mediator that is mutually acceptable to both Buyer and Seller (the parties). The fees of the mediator will be shared equally by the parties, but the parties will bear their own legal fees in connection with any mediation.

26.2.1. If the parties are unable to agree upon the selection of a mediator, Seller agrees that Buyer may petition the President Judge of the Court of Common Pleas of Butler County, Pennsylvania for the appointment of a mediator.

26.2.2. If Seller commences a lawsuit as hereinafter provided, before the mediation process is complete, the Seller shall agree to a continuance of the case so that all mediation efforts can be exhausted before proceeding.

27. VENUE & FORUM

- 27.1. The sole and exclusive venue of any suit or cause of action arising directly or indirectly from an Order shall be in the courts of the Commonwealth of Pennsylvania, County of Butler.
- 27.2. The Court of Common Pleas of Butler County, Pennsylvania shall be the sole and exclusive forum and shall have jurisdiction over the parties in any action at law arising from an Order.

28. NONWAIVER

- 28.1. Any failure at any time of Buyer to enforce any provision of an Order shall not constitute a waiver of such provision or prejudice the right of Buyer to enforce such provision at any subsequent time.

29. PARTIAL INVALIDITY

- 29.1. If any provision of an Order or these Terms and Conditions is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

30. CLEARANCE OF MEDIA MATERIALS INTENDED FOR PUBLIC RELEASE

- 30.1. No news, public, or social media releases, photographs, films, videos, advertisements, public announcements, denials, confirmations, or comments concerning any part or an Order or any related program shall be made without prior written approval of Buyer.

31. OWNERSHIP OF COPYRIGHTS

- 31.1. The parties expressly agree that all ownership rights of all original works of authorship fixed in any tangible form and provided by Seller in connection with an Order, including software improvements, enhancements, derivative works and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others, are hereby assigned to Buyer.
- 31.2. Seller agrees, if requested by Buyer, to execute or have executed by any author of such original works, all documents necessary to transfer and assign all rights, title and interest in such original works to Buyer.

32. PATENT, TRADEMARK, & COPYRIGHT INDEMNITY

- 32.1. Except for Products manufactured by Seller pursuant to detailed designs developed by Buyer and furnished to Seller under an Order, Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims and liabilities including costs, for infringement by any Products delivered under an Order of any patent, trademark, or copyright or, at Seller's option and expense, Seller shall obtain licenses as are necessary to remove or avoid such infringement.

33. INSURANCE REQUIREMENTS

- 33.1. Seller and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Buyer may require.
- 33.2. Seller shall instruct its carrier to provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance.
- 33.3. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Also, if requested, Seller shall, at Buyer's expense, name Buyer as an additional insured for the duration of an Order.

34. Buy American Certificate

A certificate of origin must be completed, signed and returned to the XPER Purchasing officer for the **initial purchase order of an end item, or when changes to an end item's country of origin occur.**

Definitions. As used in this certificate--

"Commercially available off-the-shelf (COTS) item" —

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Supplier, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Supplier, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
 - (ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States, the District of Columbia, and outlying areas.

ASBESTOS

Seller shall not include asbestos in any Product and shall submit certification to Buyer, if requested, that the Products contain no asbestos.

35. CONFLICT MINERALS – Dodd-Frank Wall Street Reform Act

- 35.1. The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) has been enacted in the U.S. as law with the intent of limiting the funding for atrocity committing warlords located in the Democratic Republic of the Congo and adjoining countries. In accordance with this intention, the Act imposes various inquiry and disclosure requirements on a broad range of public companies regarding the use of “Conflict Minerals.”
- 35.2. For the purposes of the Act, “Conflict Minerals” are columbite-tantalite (coltan), cassiterite, wolframite, and gold. The Conflict Minerals include the derivatives tantalum, tin and tungsten, commonly referred to as “3TG”.
- 35.3. XPER, Inc. takes very seriously the concerns regarding Conflict Minerals, and
 - 35.3.1. Intends to comply with the Act and therefore, requires all of our suppliers—domestic and international—to comply with the Act; and
 - 35.3.2. Requires suppliers to provide all necessary declarations using the EICC/GeSI Conflict Minerals Reporting Template (CMRT).
- 35.4. These measures will be used in conjunction with industry initiatives such as the Conflict-Free Smelter Program to reasonably assure that the Conflict Minerals in the products we manufacture do not directly or indirectly finance or benefit atrocity committing warlords located in the Democratic Republic of the Congo and adjoining countries.

36. ORDER OF PRECEDENCE

- 36.1. In the event of any inconsistency in any obligations set out by these Terms and Conditions and an Order, the inconsistency shall be resolved by giving precedence in the following order:
 - 36.1.1. These Terms and Conditions
 - 36.1.2. A typed version of the Order
 - 36.1.3. A statement of work in connection with the Order
 - 36.1.4. A procurement specification/ drawing provided in connection with the Order
 - 36.1.5. Any other documents referenced by the Order, a statement of work, or a procurement specification/ drawing.

37. COMPLIANCE WITH LAWS

- 37.1. Seller warrants that it shall comply with all applicable Federal, State and local laws, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund.
- 37.2. Seller shall submit certification, if requested, that the Products are produced in compliance with the Fair Labor Standards Act (29 U.S.C. 201-219).

38. DISCLOSURE IN VIOLATION OF US LAWS AND REGULATIONS

- 38.1. Seller and its employees shall not disclose any Proprietary Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States, or any agency thereof, including but not limited to, the Export Administrations Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, and the National Industrial Security Program Operating Manual ("NISPOM").

39. FLOW DOWN CLAUSES INCLUDED HERewith

- 39.1. These Terms and Conditions include flow down clauses required by our customer and included in the section titled "CLAUSES ICORPORATED BY REFERENCE" below.

40. COMPLETE AGREEMENT

- 40.1. These Terms and Conditions, the Purchase Order, and accompanying Drawings, Specifications, Material Requirements, Quality Requirements, Delivery Schedule, and instructions to the Purchase Order are bound by these Terms and Conditions, and are in combination the complete and exclusive statement of the Terms and Conditions in respect to any such Order.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

FAR and DFARS Flowdown Provisions

FCI Indicates that this clause also applies to FASA Commercial Items

FCI	FAR/DFAR	Title
FCI	52.202-1	Definitions
FCI	52.203-3	Gratuities (change "government" to "buyer" in (c) and (d) and "contract" to "prime contract" in (c)
FCI	52.203-5	Covenant Against Contingent Fees
FCI	52.203-6	Restrictions on Subcontractor Sales to the Government
FCI	52.203-7	Anti-Kickback Procedures
	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FCI	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
FCI	52.203-13	Contractor Code of Business Ethics and Conduct
	52.203-14	Display of Hotline Poster(s)
	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements of Statements
FCI	52.204-2	Security Requirements
FCI	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
	52.204-7	System for Award Management
	52.204-8	Annual Representations and Certifications
	52.204-9	Personal Identity Verification of Contractor Personnel
	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
	52.204-13	System for Award Management Maintenance
	52.204-14	Service Contract Reporting Requirements
	52.204-16	Commercial and Government Entity Code Reporting
	52.204-17	Ownership or Control of Offeror
	52.204-18	Commercial and Government Entity Code Maintenance
	52.204-20	Predecessor of Offeror
	52.204-21	Basic Safeguarding of Covered Contractor Information Systems
	52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
	52.208-8	Required Sources for Helium and Helium Usage Data
FCI	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FCI	52.209-7	Information Regarding Responsibility Matters
FCI	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters

	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
	52.211-2	Availability of Specifications, Standards and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)
FCI	52.211-5	Material Requirements (“Contracting Officer” means Buyer’s Purchasing Representative and “Government” means Buyer in the last two sentences of this clause)
	52.211-14	Notice for Priority Rating for National Defense, Emergency Preparedness, and Energy Preparedness Program
	52.211-15	Defense Priority and Allocation Requirements
FCI	52.212-4	Contract Terms and Conditions – Commercial Items
FCI	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
	52.215-2	Audit and Records - Negotiation
	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
	52.215-12	Subcontractor Certified Cost or Pricing Data
	52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
	52.215-14	Integrity of Unit Prices
	52.215-15	Pension Adjustments and Asset Reversions
	52.215-17	Waiver of Facilities Capital Cost of Money
	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
	52.215-19	Notification of Ownership Changes
	52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data
	52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort
	52.215-23	Limitations on Pass-Through Charges
	52.216-7	Allowable Cost and Payment
	52.216-8	Fixed Fee
	52.216-10	Incentive Fee
	52.216-24	Limitation of Government Liability
	52.216-25	Contract Definitization
FCI	52.219-8	Utilization of Small Business Concerns
FCI	52.219-14	Limitations on Subcontracting
FCI	52.222-1	Notice to the Government of Labor Disputes
FCI	52.222-3	Convict Labor
	52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
	52.222-19	Child Labor – Cooperation with Authorities and Remedies
	52.222-20	Walsh-Healey Public Contracts Act
FCI	52.222-21	Prohibition of Segregated Facilities
FCI	52.222-26	Equal Opportunity
FCI	52.222-29	Notification of Visa Denial
FCI	52.222-35	Equal Opportunity for Veterans
FCI	52.222-36	Affirmative Action for Workers With Disabilities
FCI	52.222-37	Employment Reports on Veterans
FCI	52.222-40	Notification Of Employee Rights Under The National Labor Relations Act

FCI	52.222-41	Service Contract Act of 1965
FCI	52.222-50	Combating Trafficking in Persons
FCI	52.222-54	Employment Eligibility Verification
	52.223-3	Hazardous Material Identification and Material Safety Data
	52.223-6	Drug-Free Workplace
	52.223-7	Notice of Radioactive Materials
	52.223-11	Ozone-Depleting Substances
	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
FCI	52.225-1	Buy American Act - Supplies
	52.225-5	Trade Agreements
	52.225-8	Duty-Free Entry
FCI	52.225-13	Restrictions on Certain Foreign Purchases
	52.225-18	Place of Manufacture
	52.225-20	Prohibition on Conducting Restricted Business Operations In Sudan – Certification
	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications
	52.227-1	Authorization and Consent
FCI	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
	52.227-9	Refund of Royalties
	52.227-10	Filing of Patent Applications -- Classified Subject Matter
	52.227-11	Patent Rights -- Ownership by the Contractor
	52.227-13	Patent Rights -- Ownership by the Government
FCI	52.227-14	Rights in Data – General
FCI	52.228-3	Workers Compensation Insurance (Defense Base Act)
	52.228-5	Insurance - Work on a Government Installation
FCI	52.229-3	Federal, State, and Local Taxes
	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
	52.232-1	Payments
	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts Alt I
	52.232-39	Unenforceability of Unauthorized Obligations
FCI	52.233-1	Disputes
	52.233-2	Service of Protest
	52.233-3	Protest After Award
FCI	52.233-4	Applicable Law for Breach of Contract Claim
	52.234-1	Industrial Resources Developed Under Defense Production Act Title III
	52.236-13	Accident Prevention
	52.239-1	Privacy or Security Safeguards
FCI	52.242-13	Bankruptcy
FCI	52.242-15	Stop-Work Order

	52.242-17	Government Delay of Work
	52.243-1	Changes – Fixed-Price
	52.243-6	Change Order Accounting
	52.244-2	Subcontracts
	52.244-5	Competition in Subcontracting
FCI	52.244-6	Subcontracts for Commercial Items
	52.245-1	Government Property
	52.245-2	Government Property Installation Operation Services
	52.245-9	Use and Charges
	52.246-2	Inspection of Supplies
	52.246-11	Higher-Level Quality Requirement
	52.246-16	Responsibility for Supplies
	52.246-17	Warranty of Supplies of a Noncomplex Nature
	52.247-63	Preference for U.S.-Flag Air Carriers
FCI	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
	52.248-1	Value Engineering
FCI	52.249-2	Termination for Convenience of the Government (Fixed-Price)
	52.249-4	Termination for Convenience of the Government (Services) (Short Form)
	52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) [Cost Reimbursement, Time and Materials, or Labor Hour Contracts]
	52.249-6	Termination (Cost-Reimbursement)
FCI	52.249-8	Default (Fixed-Price Supply and Service)
FCI	52.249-14	Excusable Delays
FCI	252.203-7000	Requirements Relating to Compensation of Former DoD Officials
	252.203-7001	Prohibition On Persons Convicted of Fraud Or Other Defense- Contract-Related Felonies
FCI	252.203-7002	Requirement to Inform Employees of Whistleblower Rights
	252.203-7003	Agency Office of the Inspector General
	252.203-7004	Display of Fraud Hotline Poster(s)
	252.203-7005	Representation Relating to Compensation of Former DoD Officials
	252.204-7000	Disclosure of Information
	252.204-7005	Oral Attestation of Security Responsibilities
	252.204-7007	Alternate A, Annual Representations and Certifications
	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
	252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
	252.204-7012	Safeguarding of Unclassified Controlled Technical Information
	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
FCI	252.209-7001	Disclosure of Ownership or Control By The Government Of A Terrorist Country
	252.209-7002	Disclosure of Ownership or Control By A Foreign Government
FCI	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country
	252.209-7999	Representation by Corporations Regarding An Unpaid Delinquent Tax Liability Or A Felony Conviction Under Any Federal Law (Deviation 2012-O-0004)

	252.211-7000	Acquisition Streamlining
	252.211-7003	Item Identification and Valuation
	252.211-7005	Substitutions for Military or Federal Specifications and Standards
	252.215-7000	Pricing Adjustments
	252.215-7002	Cost Estimating System Requirements
	252.222-7000	Restrictions on Employment of Personnel
	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
	252.223-7001	Hazard Warning Labels
	252.223-7004	Drug-Free Work Force
	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
	252.223-7008	Prohibition of Hexavalent Chromate
	252.225-7000	Buy American -Balance of Payments Program Certificate
	252.225-7001	Buy American and Balance of Payments Program
	252.225-7002	Qualifying Country Sources as Subcontractors
	252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award
	252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
	252.225-7007	Prohibition of Acquisition of United States Munitions List Items from Communist Chinese Military Companies
	252.225-7008	Restriction on Acquisition of Specialty Metals
	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
FCI	252.225-7012	Preference for Certain Domestic Commodities
	252.225-7013	Duty-Free Entry
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
	252.225-7021	Trade Agreements
	252.225-7025	Restriction on Acquisition of Forgings
	252.225-7028	Exclusionary Practices of Foreign Governments
	252.225-7031	Secondary Arab Boycott of Israel
	252.225-7035	Buy American - Free Trade Agreements - Balance of Payments Program Certificate
	252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program
	252.225-7043	Antiterrorism / Force Protection Policy for Defense Contractors Outside the United States
	252.225-7048	Export Controlled Items
	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
	252.227-7016	Rights in Bid or Proposal Information
	252.227-7019	Validation of Asserted Restrictions--Computer Software
	252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends

	252.227-7037	Validation of Restrictive Markings on Technical Data
	252.231-7000	Supplemental Cost Principles
FCI	252.232-7010	Levies on Contract Payments
	252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
	252.239-7016	Notice of Supply Chain Risk
	252.243-7001	Pricing of Contract Modifications
	252.243-7002	Requests for Equitable Adjustment
FCI	252.244-7000	Subcontracts for Commercial Items
	252.245-7001	Tagging, Labeling, and Marking of Government Property
	252.245-7002	Reporting Loss of Government Property
FCI	252.245-7003	Contractor Property Management System Administration
	252.245-7004	Reporting, Reutilization, and Disposal
	252.246-7001	Warranty of Data
	252.246-7003	Notification of Potential Safety Issues
FCI	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
FCI	252.247-7023	Transportation of Supplies by Sea
FCI	252.247-7024	Notification of Transportation of Supplies by Sea
	252.249-7002	Notification of Anticipated Contract Termination or Reduction

52.252-2 Clauses Incorporated by Reference

As prescribed in [52.107\(b\)](#), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Purchasing Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

<http://farsite.hill.af.mil/>

Mr. Mike Simon – Director of Purchasing

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Mr. Bill Rosemeyer – SVP Business Development

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Rev. #	Date	Description of Revision	Approvals
01	09/20/18	Initial Release	J. Means, J. Lowrey
02	09/25/18	Revised and Updated	J. Means, J. Lowrey
03	10/18/18	Revised and Added Conflict Mineral Policy	J. Means
04	12/16/19	Revised to Maintain USG Updates	J. Means