



Purchase Order Terms and Conditions

PART I – DEFINITIONS

1. **Definitions.** The following definitions will apply to all Orders:

Buyer	Amentum Services, Inc. and Their Affiliates and Subsidiaries (Amentum)
Seller	The legal entity to which this Order is issued
Order	Offer by the Buyer to purchase supplies or services using a Purchase Order, Subcontract, or other Agreement

PART II – AMENTUM STANDARD TERMS

Seller warrants and represents that it has not been convicted of, or pleaded guilty to, an offense involving fraud, corruption, or moral turpitude, and it is not now listed by any Government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programs or other Government contracts. Each of the representations and warranties made by Seller above shall be of a continuing nature for the duration of this Purchase Order. Seller acknowledges that Amentum has entered into this Purchase Order based upon the presumption of the truth and accuracy of the representations and warranties made to it by Seller.

2. **Certification of Independent Price Determination.** Seller certifies that the price(s) proposed have been arrived at independently, without consultation, communication, or agreement with any others for the purpose of restricting competition, and that Seller has not and will not knowingly disclose the price(s), directly or indirectly, to any third party.
3. **Price Warranty.** Seller warrants that the price(s) charged for the products/services specified in this order are equal to or better than the selling price(s) Seller charges its most favored customer for the same or substantially similar items, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and terms and conditions of sale. Seller further agrees that in the event of an announced price reduction before complete shipment of supplies or performance of services, said price reduction shall be passed on to Buyer for supplies remaining to be shipped or services still to be performed.
4. **Payment Terms and Invoicing.** Unless otherwise specified in the Order, terms of payment are Net 45 days. If a discount for prompt payment of Seller's invoice is allowed, payments made within the allowable period will qualify for such discount. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's complete and correct invoice, and (b) delivery of acceptable supplies or performance of satisfactory services. All invoices shall be submitted to Amentum Accounts Payable. Payment of invoices may be delayed pending correction of any errors or omissions.
5. **Quantity.** It is Seller's responsibility to furnish the quantity of supplies/services called for in this Order. No variation in the quantity specified herein will be accepted as compliance with this Order. Buyer reserves the right to return excess shipments at Seller's expense.
6. **Assignment/Subcontracting.** Seller shall not assign this Order, or any rights, interest, or payments, or the performance of any of its duties under this Order without the prior written consent of Buyer. Except for standard commercial items, raw materials, or other supplies identified in Seller's proposal as procured from others, Seller shall not subcontract any portion of the supplies/services without the prior written consent of Buyer. For Services and Construction work see subcontractor approval requirements in PART III, CATEGORY SPECIFIC TERMS, paragraph 41. Any attempted or purported assignment/subcontracting by Seller without Buyer's prior written consent shall be void and not binding upon Buyer.
7. **Work on Buyer's or Buyer's Customer's Premises.** If this Order requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work.
8. **Gratuities.** Seller warrants that it has not offered or given, and will not offer or give to any employee, agent, or representative of Buyer, a payment, gratuity, or kickback for obtaining or rewarding favorable treatment by Buyer with respect to the terms, conditions, price, performance, or award of an Order. A breach of this warranty shall be considered a material breach of the Order and may result in Buyer's termination of the Order and/or notification to Buyer's customer of such breach.
9. **No Extra Charges.** The total price payable to Seller shall be stated in this Order. The price shall not be increased to cover any future Seller price increases and shall be inclusive of packing, packaging, and cartage, premium transportation charges, reusable containers, service or carrying charges, permits, fees, and licenses, or any other charges whatsoever unless specifically agreed to in writing by Buyer.

10. **Buyer's Intellectual Property.** Buyer's intellectual property, such as drawings, specifications, data, and the like, furnished to Seller for performance of the work shall remain the property of Buyer, shall be considered private and confidential Buyer information, and shall not be used by Seller for its own purposes or given to a third party without the express written consent of the Buyer. Any designs, drawings, dies, molds, tooling, technical data/information, prototypes, models, or similar intellectual property that Seller develops or acquires pursuant to this Order and charges to Buyer's account, shall be considered a work made for hire and shall become Buyer's property, with the transfer of full legal and equitable title, immediately upon development or procurement. When practical, all such Buyer property shall be marked as belonging to Buyer, shall be physically segregated from the property of the Seller or third party property located on Seller's premises, and shall be used exclusively to perform the work requirements of this Order. Upon Order completion, all Buyer-furnished intellectual property and intellectual property developed or acquired by Seller pursuant to this order (collectively "Buyer Intellectual Property") shall be returned or provided to the Buyer in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work. Seller shall be responsible for all loss or damage to Buyer Intellectual property.
11. **Non-Exclusivity:** Except as explicitly set forth herein, nothing contained in this Order, associated Order, or associated documents shall require Buyer to purchase additional supplies and or services from the Seller, nor shall Seller have any right or privilege to exclusively provide to Buyer any of the types of supplies and or services described in or purchased under this Order. Buyer may contract with other suppliers for the procurement of any such supplies and or services on any terms and conditions deemed appropriate in the sole and absolute discretion of the Buyer.
12. **Seller Contacts with Buyer's Customer and Other Vendors.** Buyer shall be responsible for all liaisons and communications with Buyer's customer for the term of this Order. Seller shall not communicate with Buyer's customer regarding this Order unless authorized to do so by Buyer. This clause does not affect the rights of any government entity to initiate communication with the Seller regarding this Order, and the Seller shall not be considered in breach of this clause under such circumstances. The Seller shall report such communications to the Buyer as soon as practicable.
13. **Unauthorized Changes to Supplies/Services.** Upon Buyer's approval of Seller's drawings, designs, specifications, etc., Seller shall make no changes affecting form, fit, or function of the supplies without Buyer's prior written approval. Any approvals by Buyer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Order requirements.
14. **Permits, Fees, and Licenses.** Except as may be otherwise provided in this Order, Seller shall obtain and pay for all permits, fees, and licenses required for the work at no additional charge to Buyer.
15. **Stop-Work Order.** Buyer may, at any time, by written notice to Seller, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. If the stop work order results in an increase in price or schedule, the Seller may submit a claim for equitable adjustment within thirty (30) days after the resumption of work.
16. **Termination for Convenience.** Buyer reserves the right, at any time, in its own best interest, and without liability, to terminate this Order in whole or in part, by written notice of termination for convenience to Seller. Buyer shall pay Seller only for supplies/services satisfactorily delivered and accepted up to the date of termination, at the price indicated in the applicable Order.
17. **Termination for Default.** Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this Order in whole or in part by written notice of default if Seller; (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions of the Order. With respect to terminations under subsections (b) or (c) of the previous sentence, Buyer's right to terminate for default may be exercised if Seller does not cure the failure within ten (10) days after receiving Buyer's notice of such failure. With respect to subsection (a), Amentum may terminate immediately, without a notice to cure. If Buyer terminates this Order in whole or in part for default under this section, Buyer may purchase similar supplies or services from others and Seller shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Seller shall continue the work not terminated. Buyer shall owe Seller the Order price for any completed supplies/services delivered and accepted only, less amounts for which Seller may be responsible as set forth in this paragraph, which may result in Seller being obligated to pay monies to Buyer. Buyer may withhold from any payments due Seller, any sum necessary in order to protect Buyer against any liability or expenses due to the termination for default.
18. **Cessation of Production.** If Seller plans to permanently discontinue production of any of the supplies, parts, support services, etc., provided to Buyer hereunder at any time during the useful life of the equipment, Seller shall give Buyer at least six (6) months advance written notification of such discontinuance and, during this time, agrees to accept Buyer's orders for such items on the terms and conditions contained in this Order.
19. **Insolvency.** If Seller ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws are brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this Order, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the Order. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this Order from others without liability.



20. **Notice of Labor Disputes.** When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute or other condition. Seller shall insert the essence of this provision in all subcontracts issued hereunder.
21. **Order of Precedence.** The following descending order of precedence shall apply in the event of an ambiguity, discrepancy, or conflict in the documents comprising this Order: (a) the Order including the terms and conditions, (b) the Statement of Work, (c) the technical specification, (d) the drawing(s), and (e) any other documents referenced or appended to the Order. However, in the event of an ambiguity, discrepancy, or conflict in any of the technical requirements or drawings, Seller shall immediately consult Buyer for written clarification, which shall be binding on Seller.
22. **Interpretation of Order.** This Order and any documents incorporated by reference or attached constitute the parties' complete agreement. No prior representations or orders, either written or oral, shall be considered to change, add to, or contradict this Order.
23. **Applicable Law and Disputes.** Regardless of the place of execution or performance of this Order, all disputes between the parties (including without limitation, any controversy, dispute, or other matter arising out of, relating to, or connected with this Order or its performance) shall be governed according to the laws of the Commonwealth of Virginia, without regard to its rules on choice or conflict of laws. If a dispute arises, Seller shall proceed diligently with performance of this Order and in accordance with Buyer's instructions. Seller agrees that non-payment to Seller shall not be a material breach of this Order excusing further performance, and Seller's remedy shall be to seek relief in court.

The parties agree that any claim, suit, action, proceeding, or request for injunctive or interim relief concerning any matter between them shall be filed, heard, and resolved exclusively in the U.S. District Court for the Eastern District of Virginia, or in the Circuit Court of Fairfax County, VA, if the U.S. District Court for the Eastern District of Virginia lacks subject matter jurisdiction. The parties consent and irrevocably submit to the jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia and the Circuit Court of Fairfax County, VA and waive any right they may have to object to jurisdiction or to seek a change of venue. If any party files an action outside of these courts, such party shall be liable for reasonable attorneys' fees associated with any motion to enforce this provision, to dismiss for lack of venue or to transfer venue to one permitted by this provision. In any action filed against Amentum, electronic discovery from Amentum shall be limited to the documents from sources that Amentum keeps and maintains in the ordinary course of business. Absent a showing of compelling need, no such documents are required to be produced from archives, back-up servers, tapes or other such media, personal devices or personal accounts of its employees, or documents held by third-parties, nor shall Amentum be required to produce any meta-data. Any reference to other disputes procedures in any provisions or clauses incorporated by reference into this contract shall be deemed superseded by this clause. The rights and obligations described in this clause shall survive completion and final payment under this contract.

24. **Compliance with Laws.** Seller shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this Order, including, but not limited to the following, as amended: (a) the Fair Labor Standards Act of 1938; (b) the Federal Occupational Safety and Health Act of 1970 (OSHA); (c) the Toxic Substances Control Act of 1976; (d) the Walsh-Healy Public Contracts Act; and (e) any other federal law concerning labor relations, nondiscrimination in employment, minimum wages, overtime compensation, and hours of employment. Additionally, any applicable labor laws as provided for in PART III, CATEGORY SPECIFIC TERMS, paragraph 41. Upon Buyer's request, Seller shall furnish evidence demonstrating such compliance.

The Seller shall abide by the requirements of [41 CFR 60-741.5\(a\)](#). This regulation prohibits discrimination against qualified 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.

The Seller 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.

The Seller shall abide by the requirements of 41 CFR 60-300.1. This regulation set forth the standards for compliance with the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, which prohibits discrimination against protected veterans and pre-JVA veterans as defined in this part and required Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified protected veterans.

The Seller shall abide by the requirements of [41 CFR 60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

25. **Setoff.** Buyer shall have the right at all times to setoff any amount due or payable to Seller hereunder against any claim or charge Buyer may have against Seller.



26. **Taxes.** The price of the supplies/services procured hereunder includes all applicable federal, state and local taxes and duties unless otherwise stated in the Order.
27. **Title and Risk of Loss.** Title to all materials, supplies, equipment, or data shall pass to the Buyer immediately upon payment for such items. Seller shall not permit liens of any kind to be placed against such items in which title has vested to Buyer. In the event such liens are filed, Seller shall take immediate steps to satisfy the lien or arrange for the release of the lien. Unless otherwise provided in this Order, the Freight On Board (FOB) point, which is based upon the Shipping Term (domestic – U.S. only) or the Incoterms Rule (for international transactions) shall be the delivery destination indicated in this Order, and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession. If the FOB point is designated as the Seller's location, then title and risk of loss or damage to the supplies shall pass to Buyer upon Seller's delivery of the supplies to the carrier.
28. **Information Disclosed to Buyer.** Any information or knowledge Seller discloses to Buyer regarding this Order shall not be deemed confidential or proprietary unless expressly agreed upon by the parties in writing. Any such unpatented information or knowledge shall be acquired by Buyer free of any restrictions.
29. **Public Release of Information.** No public release of information, news release, announcement, advertisement, denial or confirmation of this Order or the subject matter hereof, shall be made without Buyer's prior written approval.
30. **Patent, Copyright, and Trademark Indemnity.** Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, agents, and employees, its customer and its officers, agents, and employees, and those for whom Buyer may act as agent, from any costs, expenses, damages, or liability that Buyer may incur as a result of any alleged infringement of any patent, copyright, or trademark caused by the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, or repair of real or personal property, or the sale or use of any supplies/services/data furnished by Seller.
31. **Warranty of Products/Services.** In addition to any other express or implied warranties made by the Seller, Seller warrants that, unless otherwise provided in this order, only new materials will be used in items to be delivered under this order and that at any time of delivery to the Buyer, all goods, materials, or services will fully conform to applicable drawing, specifications, samples or other descriptions; will be free from defects in workmanship and materials; and where they are of Seller's design, will be free from design defects. Buyer shall have the right to reject goods, materials, and services because of Seller's breach of warranty, delay in performance, or nonconformity of delivery or performance and to revoke any acceptance if use of goods, materials, or services reveals defects not apparent upon receipt or inspection. If Buyer so rejects or revokes, Buyer may, at its option, exercise the following rights and remedies with respect to all or part of the goods, materials, or services: (a) retain the goods or materials at Seller's risk and expense, subject to Seller's order; (b) return the goods or materials to Seller, at Seller's risk and expense, for repair, replacement or credit, at Buyer's option; (c) retain the goods subject to the Seller's granting an equitable reduction in price; (d) repair the goods at Seller's expense; (e) perform, or cause to be performed, the services at Seller's expense; (f) withhold payment until Seller has performed the services in accordance with the Terms of the Agreement; and (g) withhold payment and terminate the Agreement without further liability on the part of Buyer. Neither receipt of the goods nor payment therefore shall constitute a waiver of this provision. The Seller warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time within twenty-four (24) months after delivery to Buyer, be rejected and returned to Seller, at Seller's expense, for correction or replacement. If Seller does not promptly correct or replace same, Buyer may correct or replace the nonconforming supplies/services at Seller's expense. The foregoing warranties are in addition to all other warranties expressed or implied by law.
32. **Changes.** Buyer may, at any time, in writing, make changes to this Order. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule may be equitably adjusted and the Order so modified. Seller must notify the Buyer of Seller's intent to request equitable adjustment within ten (10) days of Seller's knowledge of the change. The Seller shall submit any request for adjustment to Buyer within twenty (20) days following receipt of Buyer's written Change Order. Failure of the parties to agree to an adjustment shall be considered a dispute under the Disputes clause hereof; however, pending resolution of any dispute, Seller shall immediately proceed with the work as changed.
33. **Waiver of Rights.** Failure of either party to insist on performance of any provision of this Order shall not be construed as a waiver of that provision or a waiver of Buyer's or Seller's right to require compliance with such provision in any later instance. If any provision of this Order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this Order shall not be affected thereby and shall remain in full force and effect.
34. **Business Ethics and Compliance.** Seller agrees to act consistently with the principles set forth in the Buyer Business Partner Code of Conduct (<http://www.amentum.com/doing-business-with-us/>). Seller agrees that it will not engage in and shall take appropriate steps to reasonably ensure that anyone working on its behalf in connection with performance under this Order does not engage in activity that would expose Amentum to a risk of criminal, civil, or administrative penalties under any applicable laws and regulations, including but not limited to, law and regulations pertaining to corruption, bribery, antitrust, foreign boycotts, and trafficking in human persons.
35. **Insurance.** Seller during the period of this Order shall provide at its own expense and maintain in effect the following types and amounts of insurance with terms and with insurance companies satisfactory to Buyer (For Products, insurance is only required for Aviation, Space, Marine and Medical):



Aviation Liability Insurance: For projects involving the use of aircraft or aviation related products and/or services, the Seller shall procure and maintain at all times Aviation Liability Insurance (Including War Risk Coverage and/ or Hangarkeepers Liability Coverage if applicable) against death, bodily injury, and property damage claims. Such insurance shall be designated to protect the personnel including all Buyer employees and shall indemnify and defend Buyer from all claims arising out of acts or omissions of the Seller and/or participants under this Subcontract and all Task Order/Purchase Orders issued under this Subcontract. This insurance shall be procured and maintained with limits of not less than \$5,000,000 per person/passenger; \$5,000,000 with respect to any one person/passenger injured or killed; \$5,000,000 per occurrence for property damage; and an aggregate limit of \$50,000,000 with respect to any number of persons injured or killed as a result of any one accident.

Automobile/Motor Liability Insurance: The Seller, and their Sellers, as applicable, shall always procure and maintain Business Automobile/Motor Liability Insurance. The policy shall provide for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Workers' Compensation, Defense Base Act, and Employers' Liability: The Seller is required to comply with all applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, such occupational diseases shall be covered under the employer's liability section of the insurance policy. Employer's liability limits shall be not less than \$1,000,000 for bodily injury by accident per accident and \$1,000,000 bodily injury by disease policy limit. Workers Compensation insurance applies to Workers' Compensation Law of the states, territories and countries where the work takes place, except in states with exclusive or monopolistic funds that do not permit worker's compensation benefits to be written by private insurance companies. Monopolistic states certificate(s) of insurance coverage is/are required if applicable. An alternate employer endorsement in favor of Amentum shall also be maintained and a copy of the endorsement sent to Amentum Corporate Risk Management. If Workers Compensation under the Defense Base Act (DBA) is applicable to the contract or location of services performed, DBA insurance shall be secured and made evident in the form of a certificate of insurance with an authorized insurance carrier approved by the US Department of Labor. Seller is required to meet the Defense Base Act insurance requirements of all Amentum customers that will be supported under this agreement.

Commercial General Liability: The Seller, and their Sellers, as applicable, shall provide commercial general liability insurance covering bodily injury, property damage, advertising, and personal injury liability, including contractual liability coverage, written on a comprehensive form of policy with a limit of at least \$1,000,000 per occurrence, \$2,000,000 general liability aggregate and \$2,000,000 products/completed operations aggregate. Coverage may not be limited to the territory or regions provided in the SOW.

Excess Liability: The Seller, and its subcontractors, as applicable, shall provide umbrella and/or excess liability insurance covering general liability, automobile liability, and employer's liability. The insurance provided under this section must be in the amount of not less than \$4,000,000 per occurrence and be excess over all underlying insurance coverage listed.

Professional Liability Insurance: For projects involving Professional Services (Architects, Engineers, Consultants, Medical Professionals, etc.), the Seller shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$5,000,000 limit per occurrence and aggregate. This requirement shall extend to all professional subcontractors employed by the prime consultant, engineer, surveyor, or medical services provider. Seller shall provide certification of such insurance and a copy of the policy upon request. If coverage is provided under a "claims made" form, coverage must be maintained for at least three (3) years following the completion of this contract.

Technology Errors & Omissions Insurance: For projects involving Technical/Technology Professional Services, the Seller shall maintain professional Tech E & O liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$5,000,000 limit per occurrence and aggregate. This requirement shall extend to all professional subcontractors employed by the prime consultant. Insurance coverage shall include cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products as well as coverage for violation of software copyright. Technology and Professional services insurance should cover liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. Seller shall provide certification of such insurance and a copy of the policy upon request. If coverage is provided under a "claims made" form, coverage must be maintained for at least three (3) years following the completion of this contract.

Cyber Liability Insurance: For projects involving the provision of technical services and/or the handling (electronically or otherwise) of personally identifiable information, Seller shall maintain Cyber liability coverage during the term of this agreement. The limits shall be a minimum of \$5,000,000 limit per occurrence and in the aggregate. This requirement shall extend to all subcontractors, subcontractors' employees, and independent contractors. Contractor shall provide certification of such insurance and a copy of the policy upon request. If coverage is provided under a "claims made" form, coverage must be maintained for at least three (3) years following the completion of this contract. The Cyber Insurance policy shall include coverage for loss, disclosure, and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two



(2) years after acceptance of the deliverables and/or services provided in connection with this Agreement. Additionally, such policy shall cover consequential or vicarious liabilities and direct losses. The policy shall contain an amended "Insured v. Insured" exclusion to allow an "Additional Insured" to bring a claim against the Named Insured.

Environmental Liability: For programs involving the handling, transporting, or storage of waste and/or hazardous materials, the Seller shall maintain Contractors Pollution Liability (CPL) insurance coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$5,000,000 per occurrence and aggregate. CPL insurance shall include coverage for transportation and waste disposal. If coverage is provided under a "claims made" form, coverage must be maintained for at least three (3) years following the completion of this contract.

Insurance Policies: All insurance policies shall bear an appropriate endorsement whereby the insurance carrier waives any right of subrogation against Buyer and the United States of America by reason of any payment under such policy, and such policy shall provide that Buyer receives notice of cancellation in accordance with the policy provisions. Seller's insurance shall be primary and Buyer insurance shall be considered non-contributory. Seller shall maintain insurance coverage as specified in this agreement with carriers having an A.M. Best rating of at least A-/VIII. Any deficiency in the coverage, policy limits, or endorsements of said insurance shall be the sole responsibility of Seller.

Insurance Deductible/Self-Insured Retentions: The Seller shall be responsible for all deductibles and/or self-insured retentions associated with any accident, incident or damage either against aircraft or personnel or property. Buyer will not assume any liability including, but not limited to the insurance deductible or self-insured retentions.

Additional Insured: The Seller shall cause its insurers to identify Buyer as additional insured on all Policies associated with this Subcontract except for Workers' Compensation.

Lower Tier Insurance: Seller shall require its lower-tier subcontractors to provide the same insurance coverages and requirements as described herein unless otherwise agreed in writing by Buyer.

Certificate(s) of Insurance: The Seller shall submit to Buyer either (a) a certified copy of the insurance policies actually procured and maintained, or (b) an insurance certificate issued by the insurance company verifying coverage in conformity with this Order within five (5) calendar days after execution of this Order. In addition, the Seller shall furnish evidence of a commitment, by the insurance carrier, to notify the Buyer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) calendar days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Seller shall not change or decrease the coverage without the Buyer's approval.

- 36. Indemnification.** SELLER shall, to the fullest extent permitted by law, protect, defend, hold harmless and indemnify BUYER, including BUYER's directors and officers, from and against any and all expenses and liabilities, claims, causes of action, lawsuits and/or other proceedings, penalties, attorney's fees, damages and losses of any kind whatsoever including without limitation, the death of or injury to persons and damage to property, to the extent actually resulting from or arising out of or associated with Seller's (or any of Seller's subcontractors', suppliers', employees', agents' or representatives'): (i) negligence, fraud, willful or intentional misconduct in performing under this Order; (ii) unlawful conduct; (iii) loss of, or release of, any third-party or Government data resulting in a data breach; or (iv) breach of this Order or any representation, warranty, or covenant made herein. Seller shall not accept any declaration as to fault under any settlement of an indemnified claim without Buyer's written consent. Buyer shall have the right to approve any settlement of an indemnified claim.
- 37. Cost Accounting Standards / Defective Cost & Pricing Data Indemnification.** Seller agrees to indemnify, defend, and hold harmless Buyer, each of Buyer's owner(s), its officers, directors, affiliates, agents, and employees, its customer and its officers, agents, and employees, and those for whom Buyer may act as agent, from any costs, penalties, expenses, damages, or liability for (1) any violation by the Seller, or any of its subcontractors at any tier, of the Cost Accounting Standards, to the extent applicable to the Order issued hereunder, during the performance of the Order, including those cases which result in any cost disallowances or non-acceptance of reimbursable costs; or, (2) any defective cost or pricing data submitted directly or indirectly to the Government by the Seller, or any of its subcontractors at any tier, with respect to any pricing action or proposal under the scope of Truthful Cost or Pricing Data
- 38. Limitation of Liability.** SELLER AGREES THAT BUYER AND ITS OWNERS, AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY "AMENTUM") SHALL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF OR CORRUPTION OF DATA OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF OR RELATING TO BUYER'S PERFORMANCE OR NON-PERFORMANCE OF THIS ORDER. BUYER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATING TO (I) THE USE OF, INABILITY TO USE OR ANY DELAY CAUSED BY ANY DATA PROVIDED BY Buyer, INCLUDING WITHOUT LIMITATION ANY ERRORS AND OMISSIONS AND ANY UNTIMELINESS; (II) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH OR FROM BUYER; (III) MESSAGES OR CONTENT RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM BUYER, INCLUDING WITHOUT LIMITATION COMPUTER VIRUSES; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, REGARDLESS OF WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

IN NO EVENT WILL BUYER BE LIABLE FOR ANY DAMAGES, LIABILITIES, COSTS, OR CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS ORDER IN EXCESS OF TOTAL PRICE OF THIS ORDER.



39. **Entire Agreement.** This Order constitutes the entire agreement between Buyer and Seller regarding this procurement and supersedes all previous written or oral agreements and commitments. No terms or conditions of sale set forth in Seller's quotation or acknowledgment shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Order provisions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.

PART III - CATEGORY SPECIFIC TERMS

40. PRODUCTS SPECIFIC TERMS

- 40.1 **Deliveries.** Seller agrees that time is of the essence in the performance of this Order. Deliveries shall be strictly in accordance with the Order delivery schedule. Buyer reserves the right to refuse or return, at Seller's expense, any excess shipment or deliveries made in advance of the Order schedule. Invoices for early deliveries, when accepted, may be deferred until the scheduled delivery date. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the Order delivery schedule and the reasons, therefore. If a delay is due to causes beyond Seller's and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, as its sole discretion, either adjust the delivery schedule or terminate the Order for convenience. If the delay is due to Seller's or its subcontractor's failure, and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the Order price or terminate the Order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.
- 40.2 **Documentation.**
- 40.2.1 **Aviation.**
- 40.2.1.1 The maintenance release documents indicating serviceability must meet the requirements of CFR Part 43, section 43.9 and 43.11. The use of a properly completed FAA Form 8130-3 is required for the maintenance release. Instructions for completion of FAA Form 8130-3 are in FAA Order 8130.21, as amended.
- 40.2.1.2 Certificate of Conformance from original manufacturer or its designee is required for all standard/aviation parts.
- 40.2.2 **Hazmat Material.**
Hazardous Materials (HAZMAT) and Dangerous Goods (DG) must be properly declared and all regulations must be followed. Supplier shall include and attach a copy of the product manufacturer's Safety Data Sheet (SDS) to the corresponding packing list/packing slip. Supplier shall attach the product manufacturer's Material Safety Data Sheet (MSDS) document(s) to the corresponding Bill of Lading as part of the required shipping documentation. Any shipments that are deemed to be Hazardous Materials must be packaged according to the respective specifications prior to delivery to Amentum's delivery location.
- 40.3 **Packaging / Packing.** Seller shall be responsible for properly packing and packaging supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice. No additional charge will be allowed for packing and packaging unless specifically agreed to in writing.
- 40.4 **Packing Lists and Labeling.** Seller shall prepare an itemized packing list bearing the Order number, description of items, part number, and quantity shipped for each package. Additionally, each package shall be labeled with the corresponding Order number in strict accordance with the Buyer's direction.
- 40.5 **Nonconforming Material.** Buyer has the right either to reject or to require correction of nonconforming Materials. Materials are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with order. Buyer may reject nonconforming Materials with or without disposition instructions.
- 40.6 **Inspection and Test.**
- 40.6.1 Buyer and its customer may inspect and/or test materials, work in progress, and completed supplies at all reasonable times and places during performance of the work and prior to shipment. Rejected supplies shall be corrected or replaced at the Buyer's discretion. Rejected services shall be re-performed in an acceptable manner. If inspection and tests are made on Seller's premises, Seller shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of the inspectors performing these duties. Inspections and tests shall be performed in such a manner as not to unduly delay work in progress. Unless otherwise agreed in writing, all supplies furnished under this Order are subject to Buyer's inspection and acceptance or rejection at destination, notwithstanding any previous Buyer or its customer's source inspection or test. Inspection/test at source or at destination shall not relieve Seller of its responsibility to furnish the supplies/services in strict conformance with the Order requirements. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer. Upon Buyer's request Seller shall furnish Buyer the records of inspection/test for supplies and services furnished hereunder at any time during the warranty period or as may be required by Federal Aviation Regulations.
- 40.6.2 Seller agrees to be evaluated periodically per the Buyer's Supplier Performance Scorecard system, which is integrated hereto and made a part hereof. The Supplier Performance Scorecard is a surveillance tool that evaluates a Seller's performance quarterly and provides both Seller and Buyer a qualitative report of the Seller's performance consistent with the requirements of the Order and any associated acceptance criteria. A "Red" supplier performance rating, along with a Seller's "Return to Green Plan" response shall constitute an independent basis for Buyer, in its sole discretion, to elect to issue a cure notice to the Seller under the termination provisions of this Order.

40.7 **Transportation Charges.** Unless otherwise provided in this Order, transportation charges shall be paid by the Buyer as specified in the Order utilizing the Buyer designated Transportation Service Provider or Freight Forwarder. No premium transportation costs will be allowed unless authorized by Buyer. Risk of loss, regardless of cause, is Seller's responsibility until the supplies/services/data are delivered. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefore shall be Seller's responsibility.

40.8 **Counterfeit Parts.** Seller warrants without limitation as to time that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM) (collectively, the Original Manufacturer (OM) or an authorized OM reseller or distributor (collectively, an Authorized Distributor); (ii) not be or contain Counterfeit Items or Suspect Counterfeit Items. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM. Counterfeit Item means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade, serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the OM, an Authorized Distributor, or an Aftermarket Manufacturer as defined in SAE AS5553 "Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition" (Authorized Aftermarket Manufacturer). A Suspect Counterfeit Item means an item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic. Seller warrants that it will not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized Seller, or non-authorized reseller (collectively, Broker), to assist it in delivering goods pursuant to this Purchase Order unless the Buyer provides prior written approval to do so. Any Seller request to procure from a Broker shall include complete and compelling support for such request and shall include all actions completed by Seller to ensure the goods thus procured are not Counterfeit Items. When so authorized by Buyer, Seller shall be responsible for counterfeit risk mitigation testing and providing traceability identifiers for Broker procured parts, and identifying items delivered to Buyer that contain such parts. Seller shall include the substance of this Section in all procurements for goods at all tiers.

Seller further warrants that it has and shall maintain a Counterfeit Item risk mitigation process, internally and with its Sellers, (reference SAE AS5553 and AS6174), for goods delivered hereunder. Buyer shall have the right to audit, inspect, and/or approve the processes at any time before or after delivery of the goods ordered hereunder. Seller shall provide evidence of the Seller's risk mitigation process to Buyer upon request. Buyer shall have the right to require changes to the processes to conform to Buyer's defined standards. Failure of the Seller or any of its subcontractors to conform to the above process specifications and provisions may result in the termination of this Purchase Order. Seller and Seller's subcontractors that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and Seller shall act on GIDEP reports that affect product delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware of or suspects that items delivered for the Purchase Order are, or contain, suspect or confirmed counterfeit items. If a good delivered hereunder is discovered to be a Counterfeit Item or Suspect Counterfeit Item, Buyer shall have the right to quarantine the good for further investigation. The Seller and/or the Seller's subcontractors shall cooperate in good faith with any investigation conducted by Buyer. Upon Buyer's request, Seller shall provide Buyer certificates of conformance with respect to the goods delivered. Buyer shall not be required to return the goods during the investigation process and thereafter if not found to be authentic. Buyer shall not be liable for payment to Seller of the price of any Suspect Counterfeit Items until determined to be authentic. If Buyer determines in its sole discretion that there is credible evidence that a good delivered under this Purchase Order constitutes a Counterfeit Item or Suspect Counterfeit Item, Seller, or its subcontractor, shall, if directed by Buyer to do so, issue a GIDEP alert and shall ensure suspect or confirmed Counterfeit Items are not delivered to Buyer. Buyer reserves its right to issue its own GIDEP alert if Buyer concludes, in its sole estimation, that a good is a Counterfeit Item or Suspect Counterfeit Item.

40.8.1 In the event that items delivered under this Order constitute or include Counterfeit Parts, Seller shall, at its expense, promptly replace such Counterfeit Parts with genuine Parts conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation Buyer's costs of removing Counterfeit Parts, of installing replacement Parts and of any testing necessitated by the reinstallation of Parts after Counterfeit Parts has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order.

40.8.2 Seller shall include section 42.8 of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as supplies to Buyer.

41. Services Specific Terms

41.1 This order is subject to various special prevailing wage, prevailing fringe benefits, and overtime compensation required by the United States Government, or state or local governments for its contracts, including but not limited to any combination of the following laws:

41.1.1 The Service Contract Act ("SCA"), the Davis-Bacon Act ("DBA"), Executive Order 13706 establishing paid sick leave for federal contractors, Executive Order 13658 and 14026 establishing a minimum wage for contractors, the Contract Work Hours Safety Standards Act ("CWHSSA"), the Copeland Anti-Kickback Act, and the Fair Labor Standards Act ("FLSA").

41.1.2 As referenced in the Order ALL SUCH LAWS AND THEIR REGULATORY PROVISIONS, ARE INCORPORATED HEREIN BY REFERENCE AND ARE APPLICABLE TO THIS SUBCONTRACT.

41.2 For Orders subject to Prevailing Wages such as the Service Contract Act and Davis Bacon Act the following subparagraphs (1.2.1 to 1.2.14) apply to the Subcontractor and shall be flowed down and included in all lower tier (at any level) subcontracts. The subcontractor shall supervise compliance of lower-tier subcontractors (at all levels).
41.2.1 Subcontractor shall:



- 41.2.1.1 Obtain written permission to subcontract from Amentum's authorized Subcontracts Representative prior to authorizing any work under this Agreement by lower-tier subcontractors at any level. Subcontractor shall ensure that no lower-tier subcontractor (at any level) performs any work until after Amentum has provided permission in writing to subcontract to a specific lower-tier subcontractor.
- 41.2.1.2 In order to obtain permission to subcontract as set forth above, provide Amentum's authorized Subcontracts Representative with a written lower-tier subcontract that contains: all required prime contract flow downs, all applicable wage determinations, and substantially similar requirements to those contained in this section. Additionally, an Amentum furnished Questionnaire relating to the lower-tier subcontractor's expertise and knowledge of the prevailing wage requirements is required.
- 41.2.1.3 Ensure that its lower-tier subcontractors do not utilize lower-tier subcontractors, independent contractors, or other non-employee labor without prior written permission from Amentum's authorized Subcontracts Representative.
- 41.2.1.4 Provide a weekly listing of all lower-tier subcontractors that performed work the following week. Such listing will be cumulative (listing all lower-tier subcontractors since inception) and reflect the hierarchy of subcontract relationships as well as the date Amentum provided written permission for the use of the lower-tier subcontractor.
- 41.2.2 Subcontractor shall evaluate all lower-tier subcontractors (at all levels) to assure each lower-tier subcontractor understands and is capable of complying with any applicable prevailing wage labor law and wage determination requirements. Subcontractor must provide the basis of its determination when requesting Amentum's permission to subcontract utilizing a questionnaire template required by Amentum.
- 41.2.3 Wage Determinations:
 - 41.2.3.1 Wage determinations incorporated physically or by reference shall be applicable to this Subcontract and shall apply by operation of law to all subcontract activities of the Subcontractor and Subcontractor's lower tier subcontractor(s).
 - 41.2.3.2 Wage determinations may be updated from time to time. Subcontractor agrees to review and accept applicable wage determinations to ensure they contain all classifications required to cover the work performed under the Subcontract. If not, the Subcontractor will submit a conformance (see subparagraph 2.8.4 below) to the Amentum authorized Subcontracts Representative for submission to the Contracting Officer and Department of Labor.
 - 41.2.3.3 Subcontractor agrees to request a copy of the applicable wage determination(s) if not included as an attachment to the Subcontract at award or an updated wage determination(s) when an option period is exercised. Notwithstanding whether a wage determination is incorporated or updated under this Subcontract, Subcontractor remains responsible for paying applicable prevailing wages to covered employees and any lower-tiered subcontractors.
- 41.2.4 Certified Weekly Payrolls: If DBA applies:
 - 41.2.4.1 All Certified Weekly Payrolls by Subcontractor and all lower tier subcontractors will be submitted within six (6) calendar days of the last day of the payroll work week, shall be complete and accurate, and prepared in accordance with Department of Labor instructions (<https://www.dol.gov/agencies/whd/forms/wh347>), Amentum instructions, properly certified, and on a DOL WH347 form or approved alternative.
 - 41.2.4.2 The Certified Payrolls shall demonstrate payment of the prevailing wages to all employees and workers.
 - 41.2.4.3 Subcontractor shall review any lower-tiered subcontractors certified payroll for proper preparation, accuracy and compliance with the DBA requirements, including reviewing that employees are receiving prevailing wages and fringe benefits in accordance with the wage determination.
 - 41.2.4.4 Failure to comply is a material breach of this Subcontract subject to remedies in subparagraph 2.14 below and other subcontract remedies.
- 41.2.5 Subcontractor warrants full transparency and audit cooperation, at all subcontractor tiers, (as contemplated in FAR Clause 52.215-2, Audit and Records-Negotiation, and this subcontract) during Amentum, third parties, and/or Government audits, assessments, reviews, investigations, and similar processes and to take any and all steps necessary to determine compliance of the Subcontractor and its lower-tier (at any level) subcontractors.
 - 41.2.5.1 Subcontractor shall timely provide all information requested. Subcontractor shall produce all records, documents, books, and timekeeping records regarding any Prevailing Wage Covered Contract to the Department of Labor (DOL) Wage and Hour Division (WHD) and/or Amentum within 72 hours of the WHD's or Amentum's request, unless an extension is requested and granted.
 - 41.2.5.2 Subcontractor employee/worker interviews may be conducted by Amentum or WHD on or off the work site. Such interviews will be paid time by the Subcontractor. Subcontractor shall not retaliate based on the Subcontractor employee's / worker's participation in such interviews or due to any potential corrective actions required as a result of those interviews. Subcontractor will facilitate access to employees/workers and former employees/worker if deemed necessary to complete any audit, assessment, review, etc.
 - 41.2.5.3 Subcontractor shall take any corrective action required by either the Government or by Amentum as determined through any audits, assessments, reviews, investigations, or similar processes.
- 41.2.6 Subcontractor shall provide a certification that the Subcontractor is paying wages and providing benefits required under the prevailing wage determination or an applicable collective bargaining agreement. These certifications are due within twenty-one (21) calendar days of award, every 6 months, or within 7 calendar days of Amentum's request.
- 41.2.7 In the event Amentum or WHD determines that the subcontractor (at any tier) has not complied with the labor law requirements:
 - 41.2.7.1 Subcontractor will follow Amentum's or WHD's instructions for corrective actions, including paying subcontractor employees the assessment of back wages and fringe benefits due, within thirty (30) calendar days of notification of the necessary corrective action (the "Corrective Action Notification"), unless an extension is sought and granted.



- 41.2.7.2 Subcontractor shall provide evidence to Amentum or WHD of the actions taken to comply with the Corrective Action Notification, including providing proof of any payments made to Subcontractor employees (at any tier) within thirty (30) calendar days of the Corrective Action Notice.
- 41.2.7.3 If the Subcontractor disagrees with Amentum's or WHD's determination that subcontractor employees (at any tier) are owed unpaid wages or fringe benefits, the Subcontractor shall, within 15 calendar days of receiving Amentum's or WHD's assessment, place into Escrow a sum sufficient to satisfy Amentum's or WHD's claim of back wages and/or fringe benefits owed. If the Subcontractor fails to place into Escrow the funds, Amentum will withhold payment of the amounts owed until a final decision has been made. Subcontractor may thereafter dispute the findings by providing a written statement of reasons to Amentum. If Amentum concludes that the monies are still owed, Amentum will notify the Subcontractor of such and demand that corrective actions be taken. Amentum reserves the right to seek guidance or a decision from DOL WHD and include the Subcontractor in the communications. If WHD decides that Amentum's determination is appropriate, the Subcontractor will follow Amentum's instructions for corrective actions, including paying the affected employees the back wages and/or fringe benefits assessed. The Subcontractor will provide evidence to Amentum that the corrective action has been taken, including payments made within fifteen (15) calendar days of receipt of WHD's decision, unless an extension is sought and granted.
- 41.2.7.4 The Subcontractor will ensure that any subcontractor (at any tier) follows the corrective actions, including paying the affected employees the back wages and/or fringe benefits assessed.
- 41.2.8 Subcontractor shall submit to Amentum a DOL wage determination job classification and rate for each Subcontractor or lower-tiered subcontractor employee/worker and a description of the job duties.
 - 41.2.8.1 Classification information shall be submitted three calendar (3) days before the employee performs any work on the Prevailing Wage Covered Contract.
 - 41.2.8.2 If the Subcontractor employee will perform multiple job classifications, then the Subcontractor shall submit a wage determination job classification and description of job duties for each job classification.
 - 41.2.8.3 If Amentum disagrees with the Subcontractor's classification or wage rate, it will notify the Subcontractor of the corrective action needed which the Subcontractor or lower-tiered subcontractor shall adopt or explain why Amentum's required corrective action is inappropriate. In all instances, the Subcontractor will resolve wage classifications with Amentum as set forth in subparagraph 1.2.7 above prior to the employee/worker performing. Subcontractor shall be responsible for any back wages and fringes to employees/workers due to any misclassification.
 - 41.2.8.4 Should there not be a reasonable classification in the wage determination for an employee's job duties, then the Subcontractor shall submit a conformance request to Amentum utilizing an SF1444, Request for Authorization of Additional Classification and Rate, in accordance with the SF1444 instructions and prior to the subcontractor employee or lower-tiered subcontractor employee/worker performing any work under the subcontract. Such conformance request will be submitted by Amentum through the Contracting Officer to DOL WHD.
- 41.2.9 If DBA applies, the Subcontractor shall provide to Amentum, a completed SF1413, Statement and Acknowledgment, executed by each subcontractor (at any tier) within 7 calendar days of the subcontract award.
- 41.2.10 Subcontractor shall display, where workers have normal access to see, DOL posters and wage determination(s) required by the various labor laws. Additionally, Subcontractor shall display an Amentum Hotline Poster to be provided by Amentum.
- 41.2.11 Upon request by Amentum or WHD, Subcontractor will train its subcontractor employees and any lower-tiered subcontractor employees, upon start of work and annually thereafter, in a language that they understand on any of the following requirements: the McNamara-O'Hara Service Contract Act (41 U.S.C. § 6701, et seq.), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. § 201, et seq.), the Davis Bacon Act 40 U.S.C. § 3141), Executive Order 13706 (Establishing Paid Sick Leave for Federal Contractors), Executive Orders 13658 and 14026 (Establishing a Minimum Wage for Federal Contractors) and the regulations promulgated pursuant to those Acts and Executive Orders. Such training will be paid time to the Subcontractor employees. Records of such training for each Subcontractor employee/worker must be maintained and provided to Amentum within seven (7) calendar days of completing said training.
- 41.2.12 Subcontractor shall advise Amentum in writing of any Subcontractor employee/worker or lower-tiered subcontractor employee/worker prevailing wage and fringe benefit complaints which are not resolved within 7 calendar days.
- 41.2.13 Anti-Retaliation: The subcontractor is prohibited from discharging or in any way discriminating against any Subcontractor (at any tier) employee or worker because such Subcontractor employee or worker has made a complaint or provided information to WHD, any other federal, state, or local government agency, Amentum, or any subcontractor about any alleged failure to comply with the terms of this Agreement, the requirements of applicable prevailing wage laws, or who has otherwise asserted rights relating to prevailing wage laws. Amentum reserves the right to terminate this Agreement or direct termination (at no cost to Amentum) any lower-tier subcontract where Subcontractor or any lower-tier subcontractor has violated the anti-retaliation provisions of this Agreement unless Subcontractor or lower-tier subcontractor corrects the violations within three (3) calendar days of being provided notice by Amentum or WHD.
- 41.2.14 Breach of Subcontract: Subcontractor agrees to comply with the requirements of any of these laws, to the extent applicable, and to pay the prevailing or minimum wages, fringe benefits, and any overtime or other compensation due its workers, and to ensure its subcontractors and any lower-level subcontractors comply with all requirements. Failure to comply with any material provision of this entire paragraph shall be a basis for withholding further payment to Subcontractor. Compliance is a condition precedent for payment of any of Subcontractor's invoices. Failure to comply is a breach of this Subcontract and shall subject Subcontractor to liability for any monetary deficiencies not withheld or offset and to possible termination of this Agreement.



- 41.3 Employee Status: Subcontractor is expected to use employees in connection with work on this Subcontract and must verify that all employees have filled out W-4 tax forms and are issued W-2 tax forms. When the use of individual independent contractors is undertaken these workers must meet the prevailing wage requirements, submit to the subcontractor a W-9 tax form, be issued 1099s, and timely pay advices reflecting details of wage determination wages and benefits. Subcontractor must verify that each worker performing work on this Subcontract provides proof of legal employment status. Amentum retains the right to require proof of employee (W-2) or 1099 worker status.
- 41.4 State Laws: Sometimes state and local wage and hour laws may require payments that are in excess of federal law, depending on the jurisdiction and the contract terms. Subcontractor agrees to perform its own independent investigation of state and local wage and hour laws and to adopt compensation policies which are in conformance therewith. Subcontractor further agrees to comply with all state wage and employment laws.
- 41.5 Wage and Hour Disputes: Subcontractor agrees to comply with all federal, state, and local wage and hour laws, regulations, orders, and requirements. Subcontractor acknowledges that compliance with all laws and regulations is its exclusive responsibility, and Subcontractor understands that this is a condition precedent for the award of this Subcontract. In the event of Subcontractor noncompliance with any of the requirements of wage and hour laws, regulations orders or procedures, Amentum may assist Subcontractor with submission of a request for equitable adjustment or claim against Amentum's government customer for reimbursement of any back wages owed, however any denial of such a request or claim shall be deemed conclusive. In the absence of such an approved request or claim by Amentum's government customer, Subcontractor's noncompliance with any of the requirements of wage and hour laws, regulations orders or procedures shall not serve as a basis for any Subcontractor claim for monies due from Amentum. Subcontractor shall be responsible for any liquidated damages or penalties assessed by the government for deficiencies in the payment of workers' wages or fringe benefits.
- 41.6 Indemnification: SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD AMENTUM AND ITS SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS HARMLESS FROM ANY COSTS, EXPENSES, ATTORNEYS' FEES, DAMAGES, PENALTIES, FINES, OR OTHER CLAIMS THAT SUBCONTRACTOR AND/OR SUBCONTRACTOR'S LOWER-TIER SUBCONTRACTORS, OWES ITS EMPLOYEES IN BACK WAGES, FRINGE BENEFITS, OVERTIME PAY, OR FOR ANY OTHER PREVAILING WAGE AND OR RELATED WAGE OR EMPLOYMENT CLAIM ARISING UNDER OR RELATED TO PERFORMANCE OF THIS SUBCONTRACT. IF AMENTUM INCURS ANY SUCH COST, SUBCONTRACTOR AGREES THAT AMENTUM MAY WITHHOLD SUCH SUMS FROM ANY PAYMENT OTHERWISE DUE SUBCONTRACTOR AND SUBCONTRACTOR EXPRESSLY AGREES TO REIMBURSE AMENTUM FOR SAID COST TO THE EXTENT THERE IS ANY DEFICIENCY IN THE FUNDS TO MAKE PAYMENT.

PART IV - GOVERNMENTAL & FAR REQUIREMENTS

42. Information Security Incident Response and Notification. Seller must have documented processes for securely maintaining information. These processes should be a set of written instructions that include detecting, responding to, and limiting the effects of Information Security Incident. In further support of this requirement, should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, Seller shall support as required. This does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this requirement to include documentation or implemented controls and processes.

42.1 **Cyber Security and Incident Reporting.** If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to Order issued by Buyer, Seller shall be responsible for the following in addition to those requirements specified in the DFARS clause. Without exception, any cyber incident the Seller encounters shall be reported to Buyer at infosec@amentum.com within 48 hours of discovery of an incident. The Seller shall report cyber incidents to the DoD at <https://dibnet.dod.mil> within 72 hours of the discovery of an incident, providing the requisite information required under the clause. Seller's failure to report or provide these notices will be considered a material breach of the Order. In the event of a data breach, Buyer shall gain unrestricted access to certain technical information, reports and or data. If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier-subcontractor failure to comply with the requirements therein, then Seller agree to indemnify and hold buyer harmless to the full extent of any damage or expense resulting from such action.

43. INTERNATIONAL ANTI-CORRUPTION

43.1 **Compliance with International Anti-Corruption Laws.** Seller (including the Seller's subcontractors, suppliers, employees, agents, or representatives) represents and certifies that it will perform under this Order in accordance with the U.S. Foreign Corrupt Practices Act (FCPA), U.K. Bribery Act, similar foreign laws, and Business Partner Code Of Conduct (<http://www.amentum.com/doing-business-with-us/>) and shall not offer, promise, authorize, or approve to pay or actually pay money or anything of value (including gifts), directly or indirectly, to a foreign official in connection with the performance of this Order that are contrary to the laws of the United States, Seller's country, or the laws of any foreign country in which Buyer performs under this Order. Buyer may take any action or combination of actions as described in Clause 17, Termination for Default against the Seller and its individual employees for violations of this provision. The Seller shall include this provision, including this sentence, in all lower-tier agreements. The Seller represents and warrants that it shall, at all times, comply with any and all applicable laws, ordinances, statutes, rules, and regulations of the United States and any foreign country in which Buyer performs under this Order.

43.2 Seller agrees that it shall immediately notify Buyer of any actual or suspected violation of this clause by Seller's Group ("Incident"). If an Incident occurs, Seller shall fully cooperate with Buyer's investigation into the Incident and provide all necessary material related to the Incident to satisfy Buyer's investigation. Seller shall provide access to information

required by Buyer and shall make all members of Seller Group available to answer questions or otherwise assist Buyer in its investigation.

44. INTERNATIONAL TRADE COMPLIANCE

- 44.1 It is the policy of Buyer to follow all applicable international trade regulations, and Buyer will not conduct business with any sanctioned or embargoed countries without prior approval from the proper Government agency(ies). The Seller is responsible for and expected to keep up with the most current version of applicable international trade regulations and be in full compliance at all times. If the Seller has knowledge of or suspects that a violation may occur or may take place, Seller is required to notify Buyer immediately.
- 44.2 The services, products, technology and/or technical data provided or disclosed in performance of this Order may be subject to required and continuing U.S. Government approvals, and the Seller shall take those measures necessary to ensure compliance with all International Trade regulations including the Department of State (DoS), Directorate of Defense Trade Control (DDTC), International Traffic in Arms Regulations (ITAR) governing the export of defense articles, technical data, and the provision of defense Services; the Department of Commerce (DoC), Bureau of Industry and Security (BIS), Export Administration Regulations (EAR) governing the export and re-export of commercial and dual use items and technology, and the Department of the Treasury, Office of Foreign Assets Control (OFAC) regulations and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to parties who are not considered U.S. Persons under U.S. export controls whether within, or outside, the U.S., including those employed by, or otherwise associated with, the Seller.
- 44.3 All export and licensing transactions performed under this Order shall fully comply with the applicable Federal regulations. Furthermore, the Seller represents that "Neither the applicant, its chief executive officer, president, vice presidents, other senior officers or officials (e.g., comptroller, treasurer, general counsel) nor any member of its board of directors is: a. The subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in ITAR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976); or b. Ineligible to contract with, or to receive a license or other approval to import defense articles or defense Services from, or to receive an export license or other approval from any agency of the U.S. Government."
- 44.4 OFAC administers a number of U.S. economic sanctions and embargoes (which are published on the OFAC website at www.treas.gov/ofac) and the Seller acknowledges and agrees to comply with all such U.S. regulations regarding the purchase, sale, transportation, swap, financing, brokering transactions related to goods or services of sanctioned and embargoed country origins, services owned or controlled by sanctioned and embargoed country governments, export/import, re-export, or disclosure and will obtain any and all such registrations, licenses, permits, agreements, approvals and/or certifications, as may be required by regulation for the products, services, and/or technical data that may be provided to Buyer under this Order before initiating performance.
- 44.5 U.S. anti-boycott laws require that U.S. firms refuse to participate in foreign boycotts that the United States does not sanction. In addition, the laws prevent U.S. firms from being used to implement foreign policies that are counter to U.S. policy. Although the anti-boycott laws apply to all non-U.S.-sanctioned boycotts imposed by foreign countries, the Arab League's boycott of Israel is the principal foreign economic boycott concerning U.S. firms. Anti-boycott law prohibitions include:
- 44.5.1 Agreements to refuse or actual refusal to do business with or in Israel or with blacklisted companies.
 - 44.5.2 Agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin, or nationality.
 - 44.5.3 Agreements to furnish or actual furnishing of information about business relationships with or in Israel or with blacklisted companies.
 - 44.5.4 Agreements to furnish or actual furnishing of information about the race, religion, sex, or national origin of another person.
- 44.6 The Seller shall notify the buyer if any deliverable under this Order is restricted by any applicable international trade compliance laws and regulations. The Seller shall provide to the Buyer in writing the export commodity jurisdiction and classification (i.e. the export classification under the [Export Administration Regulations \(EAR\)](#), [International Traffic in Arms Regulations \(ITAR\)](#), EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list), and the harmonized tariff schedule code of any item or information to be furnished in fulfillment of this purchase order. The Seller shall notify the Buyer in writing of any changes to the export jurisdiction and/or classification and/or harmonized tariff schedule code of the item or information. Seller represents that an official authorized to bind the Seller has determined that the Seller or designer, manufacturer, supplier or other source of the work has properly determined the export jurisdiction and classification.
- 44.7 The Seller shall promptly provide the Buyer with any technical descriptions, specifications, or information requested to support the export commodity jurisdiction, classification, or Harmonized Tariff Schedule of the United States Annotated (HTS) code determination or necessary to obtain proper export/import authorization from the appropriate government agency.
- 44.8 Seller shall provide or assist in obtaining certificates of origin, declarations required to clear goods through U.S. or foreign Customs, affidavits, proof of importation, or any other Customs requirements as requested by the Buyer to recover import duties related to the work.



- 44.9 Seller shall maintain and make available to Buyer all records supporting any certificates of origin, declarations, valuation determinations, and/or affidavits provided to Buyer as support for Buyer's claims for duty free or preferential treatment for five years after the date on which the aforementioned document(s) were provided.
- 44.10 Supplier warrants that no products provided to Buyer are made in whole or part from any good from the Xinjiang Uyghur Autonomous Region (XUAR) of China that are subject to the Uyghur Forced Labor Prevention Act signed into law in the U.S. on December 23, 2021.

45. FEDERAL ACQUISITION REGULATIONS

The provisions of the FAR clauses listed below are hereby incorporated by reference into this Order for commercial items as defined in FAR 2.101 If Amentum has determined that the products or services to be purchased are not commercial, Amentum will provide FAR flow downs from our prime contract as an attachment to the subcontract or purchase order.

- 45.1 52.246-4 Inspection of Services (August 1996)
- 45.2 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services.

The Subcontractor shall include the terms of this paragraph in any further subcontracts awarded under this contract:

Subcontracts for Commercial Products and Commercial Services (Feb 2024)

- (a) Definitions. As used in this clause—
Commercial product, commercial services and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)), if the subcontract exceeds the threshold specified in FAR [3.1004](#)(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
 - (ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
 - (iii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
 - (iv) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
 - (v) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).
 - (vi) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
 - (vii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (viii) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
 - (ix) (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
(B) Alternate I (Dec 2023) of [52.204-30](#).
 - (x) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (xi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (xii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).
 - (xiii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C.4212\(a\)](#));
 - (xiv) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).
 - (xv) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C.4212](#)).
 - (xvi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xvii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627). \
 - (B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O. 13627).
 - (xviii) [52.222-55](#), Minimum Wages under Executive Order 13658 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).
 - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).
 - (xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).
 - (B) Alternate I (Jan 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).



- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xxii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).
 - (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. App.1241](#) and [10 U.S.C.2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
(End of clause)

46. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT

252.204-7009 Limitations on The Use And Disclosure of Third Party Contractor Reported Cyber Incident Information (Oct 2016)
(Applies if this Order involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
(Applies if the Order involves operationally critical support or covered defense information, including commercial items)

252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (DEC 2022)

(a) Definitions. As used in this clause-

Forced Labor means all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer themselves voluntarily.

Person means-

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group; or
- (2) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) of this definition.

XUAR means the Xinjiang Uyghur Autonomous Region of the People's Republic of China.

(b) Prohibition. The Contractor shall not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial items and commercially available off-the-shelf items.

(End of Clause)