



L3HARRIS TECHNOLOGIES, INC.
GENERAL TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR THE PURCHASE OF
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES UNDER A U.S. GOVERNMENT CONTRACT
(APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS)

SECTION 1 - ARTICLES APPLICABLE TO ALL ORDERS

1. DEFINITIONS:

(a)



payment in accordance with the original delivery schedule in the Order. Buyer shall not be responsible for any additional costs associated with early delivery. Buyer may also refuse deliveries made after the scheduled delivery date set forth in the Order, and in such case, will not be liable to Seller for any Items or Services not accepted. accordance with the delivery schedule set forth in the Order.

(b) When any delays in delivery occur or Seller anticipates difficulty in complying with the delivery date set forth on the Order, Seller shall immediately notify Buyer in writing. Such notice shall include a revised schedule and shall not constitute a waiver or minimize delay. Except to the extent delay is caused by Buyer, all of the costs of delay and any additional effort shall be borne by Seller. Seller, at the request of Buyer, shall provide (i) a written explanation for the root cause of the delay, (ii) a corrective action plan to address the late deliveries, and (iii) assurances that Seller will

(e) remedies, or relieve Seller of responsibility for the non-conforming Item or Service. In the event Buyer decides for any reason to accept a non-conforming Item or Service, any costs incurred by Buyer for testing, evaluating, and manufacturing relating to the design changes to the Item or Service, shall be responsibility of Seller, and Seller may not pass along any costs in relation to the design changes.

(f) Final acceptance by Buyer of the Items or Services provided hereunder shall take place only after complete delivery of all Items or Services in accordance with the delivery schedule specified in the Order, or later as agreed upon by the Parties in writing, and after final inspection of the Items or Services to ensure that the Items or Services conform to the requirements of the Order. Final acceptance by Buyer is final, except for latent defects, negligent or intentional misrepresentations by Seller that a nonconformity or defect would be or has been cured or did not exist, acceptance induced by false or negligent assurances of Seller, or as otherwise provided in the Order or applicable law. Final acceptance by Buyer of the Items or Services delivered hereunder shall not limit, void, or affect in any way the warranty or indemnity granted by Seller hereunder. Payment alone shall not constitute final acceptance of the Items or Services rendered. The requirements and obligations in this Quality Control and Non-Conformance Article are material terms of the Order.

6. COUNTERFEIT PARTS:

(a) For purpose of this Article, the following definitions apply:

- (i) Original Manufacturer based on the original design and production. without the express written authority of, the discontinuance of the product.
- (ii) Franchised Distributor. to distribute product within the terms of a contractual agreement. The term Franchised Distributor is synonymous with AD. (ii)
- (iii)



work; (vi) method or manner of performance; (vii) any property, facilities, equipment, or materials to be provided by Buyer under the Order; and (viii) the terms and conditions



foregoing return obligation, provided however, that all such Foreground IP or Buyer-Owned IP shall remain subject to the confidentiality obligations under the NDA and the Order, including after expiration or termination of the Order for any reason. Any work performed pursuant to the Order that includes any copyright interest shall be e and are hereby assigned to Buyer. The tangible medium storing copies of all reports, memoranda, or other materials in written form, including machine-readable form, prepared by Seller and delivered to Buyer pursuant to the Order shall become the sole property of Buyer and shall be provided to Buyer free of any Seller confidential or proprietary markings or legends.

(e) Subject to paragraph (g) below, any invention constituting Foreground IP is hereby assigned to Buyer and Buyer shall own all right, title, and interest in such imitation, assigning any and all right, title and interest Seller has in any such invention to Buyer. Seller shall



(ii) Commercial Automobile Liability (CAL) Insurance: Should the performance of the Order involve the use of automobiles including instances when Seller will be using an automobile onsite at a Buyer facility, Seller shall provide CAL insurance insuring the ownership, operation, and maintenance of all motor vehicles used in the performance of work under the Order. Seller shall maintain limits of at least \$1,000,000 combined single limit per accident for bodily injury and property damage. If
endorsement (MCS-90) and ISO Pollution
Liability Broadened Coverage for covered auto endorsement (CA 99 48) or equivalent form or such transportation of hazardous materials coverage may be covered under an Environmental Liability policy. Such policy shall include coverage for contractual liability, including but not limited to liability assumed under an insured contract and the tort liability of another assumed in a business contract;

(iii)

(v)

the written notice of termination.

(30) calendar days after the effective date of

21. INDEMNIFICATION:

(a) Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, customers, agents, employees, successors, and assigns against any and all claims, actions, awards, liabilities, damages, losses, and expenses, including warranty contained in the Order; (ii) death, personal injury, destruction or damage to real or tangible personal property, or contamination of the environment and any associated clean-up costs, Seller failing to contractor; (iv) any negligent act



(ii) Seller shall not transfer or provide access to any ITAR-controlled or EAR-controlled articles, software, data, or technology provided by Buyer to any non-U.S. persons/foreign nationals, including foreign national employees of U.S. companies, foreign companies, or other entities, whether located in the U.S. or not, without

(iii) If Seller is a manufacturer and/or exports ITAR-controlled articles or services, Seller represents that it is duly registered with the U.S. Department of State and will maintain its registration for the duration of the Order, in accordance with 22 C.F.R. Part 122. Non-U.S. companies shall be registered as required under applicable foreign government export regulations.

(iv) Seller represents that it is knowledgeable of the requirements contained in 22 C.F.R. Part 130. To the extent Seller meets the definition of "Foreign Person" in 22 C.F.R. § 130.10 and 22 C.F.R. § 130.12. In the event Buyer does not request such information from Seller and Seller nonetheless has made, or offered or agreed to make, fees, commissions, or political contributions that are within the scope of 22 C.F.R. Part 130, Seller agrees to proactively disclose such information to Buyer within fifteen (15) calendar days after Seller has made the payment, offer, or agreement, whichever comes first.

(b) IT Services. All IT services, software, data, or technology provided by Seller to Buyer shall be provided from a server located in the United States and accessible by only U.S. Persons (as defined in 22 C.F.R. § 120.62).

(c) Anti-Boycott Laws and Regulations



- (v) For articles returned under any ITAR exemption, Seller shall include the exemption citation on the commercial invoice in accordance with 22 C.F.R. § 123.4(d)(1)(i).
 - (vi) For any Duty Free Entries against a U.S. prime contract, Seller shall include the requirements of DFARS 252.225-7013(e)(2)(iv).
- (c) Sources



substantial or essential component of any system or as critical technology as part of any system; and (2) will not provide covered telecommunications equipment or services to Buyer in the performance of the Order. In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system or as critical technology as part of any system at any time during the proposal process or contract performance, or Seller is notified of such by a subcontractor at any tier or by any other source, Seller shall immediately notify Buyer and reasonably cooperate with Buyer for supporting documentation

(k) Prohibited Contracting. to Kaspersky Lab, any entity that controls, is controlled by, or is under common control with Kaspersky Lab, or any entity of which Kaspersky Lab has a majority ownership. rvice that is developed or provided by the Covered Entity, including any hardware, software, or service developed or provided in whole or in part by the Covered Entity, or contains components using any hardware or software developed, in whole or in part



30. CONFLICT MINERALS: By accepting these terms and conditions, Seller agrees to timely (no later than thirty (30) calendar days subsequent to the request) respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer for information on the origin, source, and chain of custody information of tin, tantalum, tungsten, provide Buyer timely notice when Seller becomes aware that any 3TG minerals in an Item it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. Seller understands and acknowledges that any information Seller provides mau()-27(th)-[6.7q0.00000912 0 612 79eW*ñBT/F1 7.98 Tf1 0 0 1 382.48 684.6 Tm0 g0 G[()] TJET2



41. ENTIRE AGREEMENT: The Order, including all exhibits, schedules, and attachments, contains the entire agreement of the Parties, and supersedes any prior negotiations, representations, and course of dealing, whether written or oral, between the Parties with respect to the subject matter hereof. The Order shall be the entire agreement between the Parties.



**SECTION 2 – FAR, DFARS, AND NFS CLAUSES FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
APPLICABLE IF THE ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES**

- 52.222-54 Employment Eligibility Verification (applies to Orders over \$3,500 for work performed in the U.S., and is for services, except for commercial services that are part of the purchase of a COTS item, performed by the COTS provider, and are normally provided for that COTS item)
- 52.222-55 Minimum Wages Under Executive Order 13658 (applies to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (applies if the Order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)

3. **NASA FAR SUPPLEMENT CLAUSES FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

If the Order identifies a NASA contract number, the following NFS clauses, in addition to or in lieu of FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of the Order. Any NFS clauses without a specified effective date are effective as of the date of the corresponding FAR clause.

- 1852.204-75 Security Classification Requirements (applies if work to be performed under an Order requires a security clearance)
- 1852.204-76 Security Requirements for Unclassified Information Technology Resources (applies if the Order requires contractors to have physical or electronic access to NASA's computer systems, networks, IT infrastructure or use information systems to generate store, process, or exchange data with NASA)
- 1852.223-70 Safety and Health Measures and Mishap Reporting (applies if the Order exceeds the simplified acquisition threshold and the work will be conducted completely or partly on federally controlled facilities)
- 1852.223-71 Authorization for Radio Frequency Use (applies when radio frequency equipment authorization is required for a device involved in contract performance)
- 1852.223-72 Safety and Health (Short Form) (applies if the Order exceeds the simplified acquisition threshold and work will be conducted completely or partly on a federally controlled facility)
- 1852.223-73 Safety and Health Plan (applies if the Order exceeds the simplified acquisition threshold, the work will be conducted completely or partly on a federally-controlled facility, and the safety and health plan will be evaluated in source selection as approved by the source selection authority)
- 1852.225



**SECTION 3 – FAA AMS CLAUSES FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
APPLICABLE IF THE ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES**

In addition to the clauses of Section 1 (Articles Applicable to All Orders), the

terms of the specific clauses. These FAA AMS clauses are hereby incorporated

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cause corrective analysis, Added requirement for seller to implement counterfeit parts prevention process, Updated definition of commercial item, Updated CTPAT provision,