L3Harris General Provisions – T&M/LH (For Non-DOD Government Programs)

SECTION I

1. DEFINITIONS

As used in the Purchase Order/Subcontract:

a. “Certificate of Compliance” means a certificate signed by an authorized representative of Seller’s Quality Department, certifying that the Work performed is of the quality specified and conforms in all respects with the requirements of the Purchase Order.

b. “Clause” shall mean any Clause of these General Provisions.

c. “Days” shall mean calendar days unless otherwise expressly provided in the Purchase Order.

d. “Effective Date” means the date on the front page of the Purchase Order.

e. “Gratuities means any money, fee, commission, credit, gift, thing of value, or compensation of any kind which is provided, directly or indirectly, to any L3Harris employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with the Purchase Order.

f. “L3Harris” means the L3Harris legal entity issuing the Purchase Order.

g. “L3Harris Proprietary Information” shall mean trade secret, confidential, or proprietary information disclosed by L3Harris to Seller in connection with the Purchase Order, which either is identified to Seller as trade secret, confidential, or proprietary information. L3Harris Proprietary Information shall not include any information previously known to Seller without obligation of confidentiality, or which is in the public domain.

h. “Losses” means claims, damages, injury, losses, causes of action, liabilities and expenses of any kind or nature, including without limitation defense costs and attorneys’ fees.

i. “Prime Contract” means the Contract existing between L3Harris and L3Harris’ Customer.

j. “Purchase Order” means the Purchase Order, including these General Provisions and all other plans, specifications, schedules, regulations, and other documents that are attached to or incorporated by reference into the Purchase Order.

k. “Seller” means the individual, association, partnership, corporation or other entity that agrees to perform in accordance with the Purchase Order.

l. “Work” means the services that are the subject of the Purchase Order and any ancillary goods (e.g., materials, equipment, products, hardware, software, or information) furnished by Seller to L3Harris in performance of and pursuant to the Purchase Order.

2. ENTIRE AGREEMENT

Seller agrees to the following General Provisions, and Seller further agrees that the terms and conditions of the Purchase Order and any documents (including these General Provisions and any plans, specifications, schedules, regulations, etc.) attached to or incorporated by reference into the Purchase Order shall constitute the entire agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. Seller represents and warrants that in entering the Purchase Order, Seller does not rely on any previous direct or implied representation, inducement, or understanding of any kind.

3. ORDER OF PRECEDENCE

To the extent there are any conflicts among the provisions within the Purchase Order, such conflicting provisions shall prevail in the following order of precedence:

a. Purchase Order;

b. Special Provisions as identified in the Supplemental Terms;

c. These General Provisions;

d. Statement of Work or any other attachments when attached or incorporated by reference;

e. Specifications or any other performance requirements

4. ACCEPTANCE—MODIFICATION OF TERMS

The Purchase Order constitutes acceptance of Seller’s offer and such acceptance is expressly made conditional on Seller’s assent to the terms and conditions contained in the Purchase Order. The Purchase Order will be deemed accepted by Seller upon the first to occur:

a. Seller’s written acceptance of the Purchase Order; or

b. Seller’s commencement of performance under the Purchase Order. In either such event any additional or different terms proposed by Seller are rejected unless expressly approved in writing by L3Harris. No communication from Seller that in any way differs from or adds to the Purchase Order, irrespective of whether or not L3Harris seasonably objects thereto, will be binding upon L3Harris unless such different or additional terms are incorporated into a writing signed by both L3Harris and Seller, making express reference to the Purchase Order.

5. CHANGES

a. L3Harris may, at any time, by written notice, make changes within the general scope of the Purchase Order, including, without limitation, changes to:

(i) shipping and packing instructions;

(ii) quantity or scope of the Work ordered;

(iii) drawings, designs or specifications or other technical documents, including, but not limited to, the statement of work;

(iv) description of services

(v) time of performance

(vi) amount of Government-furnished or L3Harris-furnished property.

Except as otherwise provided in the Purchase Order no changes shall be made unless such change is authorized in writing by L3Harris .

b. Equitable Adjustment:

(i) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, L3Harris will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

a) Ceiling price.

b) Hourly rates.

c) Delivery schedule.

d) Other affected terms.

(ii) The Seller shall assert its right to an adjustment under this clause within 25 days from the date of receipt of the written order. However, if L3Harris decides that the facts justify it, L3Harris may receive and act upon a proposal submitted before final payment of the purchase order.

c. Failure to agree to any adjustment may be processed as a Dispute under the Disputes clause . However, nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed.

d. L3Harris engineering and technical personnel may assist or give technical advice in an exchange of information with Seller’s personnel concerning the Work to be performed under the Purchase Order. Such exchange of information or advice shall not authorize Seller to change any of the terms, conditions, or provisions of the Purchase Order, nor shall such assistance or technical advice operate as a waiver or
6. TERMINATION FOR DEFAULT

a. General: In addition to any other remedies provided in the Purchase Order or applicable law, L3Harris may, by written notice of default to Seller, terminate the Purchase Order or any part thereof (at L3Harris' sole discretion) for cause if Seller fails:

(i) to perform the Work in accordance with the delivery schedule specified in the Purchase Order or any extension thereof by Change Order; or

(ii) to replace or correct defective Work in accordance with the clause entitled “Inspection of Work”;

(iii) to perform completely any material provision of the Purchase Order;

(iv) to make progress so as to endanger performance of the Purchase Order in accordance with its terms and, in the circumstances specified in (2) through (4) above, does not correct such failure within a period of seven (7) days or such longer period as L3Harris may authorize in writing after receipt of notice from L3Harris specifying such failure.

In the event that the Purchase Order provides for the furnishing of Work in more than one lot, L3Harris may terminate the entire Order for cause upon Seller's failure as described above in connection with any one lot or part thereof.

b. Remedies: In the event of termination pursuant to this Clause, L3Harris, at its sole discretion, may take one or more of the following actions:

(i) Purchase similar Work elsewhere on such terms and in such manner as L3Harris may deem appropriate and Seller shall be liable to L3Harris for any excess costs occasioned by L3Harris thereby;

(ii) Provide such materials, supplies, equipment and labor as may be necessary to complete the Work ordered hereunder, pay for same and deduct the amount so paid from any money then or thereafter due Seller;

(iii) Require Seller to transfer title and deliver to L3Harris any completed Work, and partially completed Work, including but not limited to supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of the Purchase Order; or

(iv) Take any other action as applicable in law, equity or the Purchase Order may allow.

c. Wrongful Termination: If, after notice of default under paragraph a. above, it is determined that Seller was not in default, said notice shall be deemed to have been issued pursuant to the clause entitled “Termination for L3Harris' Convenience,” and the rights and obligations of the parties shall be governed by that Clause.

d. Payment by Seller: If the damages and amount expended or incurred by L3Harris under paragraph b. above exceed the unpaid balance of the Purchase Order price herein stated, Seller shall pay L3Harris such excess within a thirty-day (30) period after L3Harris submits the invoice to Seller.

e. Limitation of Liability: IN THE EVENT OF TERMINATION UNDER THIS CLAUSE, L3HARRIS SHALL BE LIABLE TO SELLER ONLY FOR WORK PERFORMED BY SELLER AND ACCEPTED BY L3HARRIS BUT NOT YET PAID FOR BY L3HARRIS AND SELLER SHALL BE LIABLE TO L3HARRIS FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED BY THIS PURCHASE ORDER AND THE LAW.

7. TERMINATION FOR CONVENIENCE

a. L3Harris reserves the right to terminate the Purchase Order, or any part hereof, for its sole convenience with written notice of termination. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the Purchase Order, Seller shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of L3Harris using its standard record keeping system and, have resulted from the termination (the “Termination Settlement”). Seller shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This Clause does not give L3Harris any right to audit Seller's records. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

b. Seller must submit a fully supported termination for convenience cost proposal within thirty (30) days from the date of L3Harris' written notification to Seller of the termination for convenience or such further time as L3Harris may allow in writing. Seller’s failure to comply with the time deadlines in this Clause for submitting a termination for convenience proposal shall waive Seller’s right to recover any termination for convenience amounts. If L3Harris issues a termination for convenience notice to Seller based on a termination for convenience (in whole or in part) under the Prime Contract, the termination for convenience payment to Seller, if any, will in no event be greater than the amount allowed to L3Harris under the Prime Contract for the termination for convenience of the Purchase Order.

8. USE OF L3HARRIS' PROPRIETARY INFORMATION

a. Protection of L3Harris Proprietary Information: Seller shall use and duplicate L3Harris Proprietary Information only as necessary for Seller's performance under the Purchase Order. Seller shall hold the L3Harris Proprietary Information confidential and shall not disclose L3Harris Proprietary Information to any third party, without L3Harris' written permission. Requests for permission to disclose L3Harris Proprietary Information shall identify the specific information to be released, the medium to be used, and the purpose for release. Seller shall submit such a request to L3Harris at least 30 days before the proposed date for release. Seller shall return to L3Harris, or destroy and certify as destroyed, all L3Harris Proprietary Information upon completion of Seller's performance under the Purchase Order, L3Harris written request, or termination of the Purchase Order, whichever is earliest.

b. Flow-down Requirement: Seller may disclose L3Harris Proprietary Information to its subcontractors only as required for performance of the Purchase Order and provided that each such subcontractor first assumes by written agreement the same confidentiality and non-disclosure imposed on Seller under the Purchase Order.

c. License Rights: The Purchase Order does not confer or grant, in any manner, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by L3Harris, unless specifically set forth in the body of the Purchase Order. Any intellectual property license or other authorization extended by express grant from L3Harris to Seller as a result of the Purchase Order is limited by the necessities of Seller's performance hereunder. Any such license shall terminate upon completion of Seller's performance hereunder or termination of the Purchase Order, whichever is earlier.

d. Advertise and News Release

Seller shall not, without the prior written consent of L3Harris, use in advertisements and any other media, information relating to the Purchase Order or any Work performed hereunder. Seller shall submit its request to L3Harris at least 30 days before the proposed date for release. Seller agrees to include a similar requirement in each subcontract under the Purchase Order. Subcontractors shall submit requests for authorization to release through Seller to L3Harris.
9. PAYMENT
a. Seller shall submit invoices to L3Harris in accordance with the terms of the Purchase Order, and such invoices shall contain at least the following information: Purchase Order number, description of the Work, and supporting documentation for the amount invoiced. L3Harris institutes its invoice payment processing on the first and fifteenth of each month and will pay invoices properly submitted hereunder within thirty (30) days of its bi-monthly invoice payment processing dates unless otherwise stated in the Purchase Order. Payment does not constitute final acceptance. Cash discounts may be taken from date of receipt of invoice for material received.
b. L3Harris may make any adjustment or withhold any payment L3Harris reasonably deems appropriate in Seller's invoices due to late delivery, rejections or other failure to comply with the requirements of the Purchase Order. Payment does not constitute final acceptance. Cash discounts will be taken from date of receipt of invoice for material received.
c. The price set forth in the Purchase Order covers all Work ordered by L3Harris. The aggregate of the payments and reimbursements due the Seller by L3Harris shall not exceed the price for Seller's Work in the Purchase Order and Seller is not authorized to exceed nor is L3Harris obligated to pay Seller any amount exceeding the price of the Work stated in the Purchase Order. Any increase in the price for the Work shall be made by a change order in accordance with the clause entitled "Changes".
d. If so specified in the Purchase Order, the Seller shall furnish a signed Certificate of Compliance to the requirements of the Purchase Order with each invoice To substantiate the Certificate of Compliance; the Seller shall maintain inspection or test records which L3Harris or a L3Harris representative may audit from time to time.

10. TAXES
a. Except for any exemption which Seller may demonstrate applies, the price set forth in the Purchase Order is hereby understood and agreed to include all applicable foreign, Federal, state, and local taxes, including any sales and use taxes. Seller shall avail itself of any exemptions in the sales and use tax laws of any jurisdiction (other than Florida) in which Seller is performing the Work, and the price set forth on the Purchase Order assumes such exemptions are being used. Subject to the foregoing, no liability shall accrue to L3Harris for any such taxes.
b. State of Florida Sales Tax Exemption: L3Harris is registered as a dealer under the Florida Revenue Act of 1949 relating to sales and use taxes with the assigned dealer number 15-16-004700-63. (L3Harris, Melbourne, Florida).

11. KEY PERSONNEL
Seller may not remove or substitute personnel identified as Key Personnel in the Purchase Order from the Work, and Seller may not reduce the contribution of identified Key Personnel from the amount contemplated herein without the prior written consent of L3Harris. Should any Key Personnel leave the employ of, or otherwise become unavailable, Seller shall, in consultation with L3Harris, replace such person with another person of comparable experience and qualifications.

12. NON-SOLICITATION
Seller agrees not to solicit for employment or hire any employee of L3Harris with whom Seller's personnel or agents have had contact with in the course of performing the Work under the Purchase Order. This restriction shall apply during a period of 180 days after completion of the Work rendered hereunder. This clause shall not restrict any employee from responding to or accepting offers of general employment from either party.

13. INTELLECTUAL PROPERTY RIGHTS AND LICENSES
a. Seller and L3Harris agree that if Seller exclusively used L3Harris monies (i.e. development was accomplished entirely with monies paid by L3Harris to Seller that did not originate as a direct cost allocated to a government contract) to develop any modifications, redesigns, improvements, or derivative works protectable by intellectual property rights, then, all intellectual property rights (patent, copyright, trademark, registrations, and similar protections) relating to such modifications, redesigns, improvements, or derivative works developed by Seller in the course of Seller's Work under this Purchase Order to be L3Harris intellectual property and Seller hereby agrees to assign, convey, and transfer as necessary all such modifications, redesigns, improvements, or derivative works in said property to L3Harris without any further consideration and upon request shall execute any required papers and furnish all reasonable assistance to L3Harris to vest all right, title and interest in such modifications, redesigns, improvements, or derivative works to L3Harris. Seller also agrees that Seller shall use L3Harris intellectual property during the term of this Purchase Order only for purposes of Seller's Work pursuant to this Purchase Order.

b. Except as otherwise expressly stated herein, Seller and L3Harris agree if Seller development of modifications, redesigns, improvements, or derivative works protectable by intellectual property rights was accomplished entirely with money that originated as a direct cost allocated to a government contract, that all intellectual property rights (patent, copyright, trademark, registrations, and similar protections) relating to such modifications, redesigns, improvements, or derivative works developed by Seller in the course of Seller's Work under this Purchase Order shall be Seller's intellectual property, subject to, the Government's rights in the technical data, computer software, and inventions (as those terms are defined in the Federal Acquisition Regulation ("FAR")) applicable to the Prime Contract related to Seller's intellectual property. In addition to these Government rights, Seller agrees to grant and hereby grants to L3Harris, the following licenses:
   (i) an irrevocable, paid-up, royalty-free, world-wide, license to use, modify, disclose, reproduce, release, display, perform, prepare derivative works, and distribute any and all data, computer software, copyrightable works, reports and works of authorship delivered to the Government with Unlimited Rights under FAR 52.227-14 pursuant to this Purchase Order, for performance of the Prime Contract and any follow-on contract; and
   (ii) an irrevocable, paid-up, royalty-free, world-wide license to use, modify, disclose, reproduce, release, display, perform, and distribute any and all data, computer software, copyrightable works, reports and works of authorship delivered to the Government with Limited Rights under FAR 52.227-14 pursuant to this Purchase Order ("the Limited Rights Data") subject to L3Harris abiding by the limitations provided in FAR 52.227-14 , as applicable, as if L3Harris were the Government. The license to Limited Rights Data is limited to uses necessary for performance of the Prime Contract and any follow-on contract. The parties also agree that L3Harris shall only distribute copies of Limited Rights Data to third parties (other than the Government) if the third party is under a written obligation to hold and use the Limited Rights Data subject to the limitations expressed in this subparagraph; and
   (iii) an irrevocable, paid-up, royalty-free, world-wide license to use, reproduce, display, perform, disclose, and distribute any and all computer software delivered to the Government with Restricted Rights under FAR 52.227-14 pursuant to this Purchase Order ("the Restricted Rights Computer Software") subject to L3Harris abiding by the limitations provided in FAR 52.227-14 , as applicable, as if L3Harris were the Government. The license to Restricted Rights Computer Software is limited to uses necessary for performance of the Prime Contract and any follow-on contract. The parties also agree that L3Harris shall only distribute copies of Restricted Rights Computer Software to third parties (other than the Government) if the third party is under a written obligation to hold and use the Restricted Rights Computer Software subject to the limitations expressed in this subparagraph; and
L3Harris General Provisions – T&M/LH (For Non-DOD Government Programs)

(iv) an irrevocable, paid-up, royalty-free, world-wide license to use and execute, but not to make or have made, any and all inventions, discoveries, improvements, mask works and patents conceived, first actually reduced to practice, or required in order to use or execute Works delivered in performance of this Purchase Order, the license being limited to uses necessary for L3Harris' performance of its Prime Contract obligation and any follow-on contract.

14. ASSIGNMENT AND DELEGATION

a. Non-Assignment: Seller shall not assign the Purchase Order or any rights or claims under the Purchase Order without the prior written consent of L3Harris which shall not be unreasonably withheld. Seller may assign rights to be paid amounts due, or to become due, to a financing institution or to L3Harris if it promptly furnished a signed copy of such assignment reasonable in advance of the due date for payment of any such amounts. Seller agrees that any attempted assignment shall be void without the prior written consent of L3Harris. Amounts assigned shall be subject to set off, recoupment, or other reduction for any claim L3Harris may have against the Seller.

b. Non-Delegation: Seller shall not delegate or subcontract any obligation or performance under the Purchase Order without the prior written consent of L3Harris and any such attempted delegation or subcontract shall be void. L3Harris’ consent for any subcontract:

(i) shall not constitute a determination of the acceptability of any subcontract terms or conditions or the acceptability of any subcontract price or any amounts paid under the subcontract, and

(ii) shall not relieve Seller of any responsibility arising under the Purchase Order, regardless of whether certain Work is performed directly by Seller or by a subcontractor.

15. STOP WORK ORDERS

a. L3Harris may at any time, by written order to Seller, require Seller to stop all, or part, of the Work called for by the Purchase Order for a period of up to ninety (90) days after the Stop Work Order is delivered to Seller, and for any further period to which the parties may agree. L3Harris shall specifically identify any such order as a Stop Work Order issued pursuant to this Clause. Upon receipt of such an order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed to in writing, L3Harris shall either:

(i) Cancel the Stop Work Order; or

(ii) Terminate the Work covered by such Order as provided in the Termination For Default or Termination For Convenience Clause of the Purchase Order.

b. If Seller believes that any such suspension or withdrawal of suspension justifies modification of the price of or time for performance, Seller shall comply with the provisions (including, without limitation, the time deadlines and liability limitations) set forth in Changes, Limitation of Liability, Termination for Convenience and Termination for Default Clauses set forth herein. In such a case and provided that Seller makes a timely claim for equitable adjustment, L3Harris will be responsible only for Seller's additional direct costs in holding the Work or delaying performance.

16. APPLICABLE LAW

The Purchase Order, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The Convention of the International Sale of Goods shall not apply to this PO notwithstanding the foregoing any provision of this PO that incorporates in text or by reference a provision of the FAR shall be construed and interpreted according to the federal common law of government contracts, as interpreted by federal judicial bodies, boards of contracts appeals, and other quasi-judicial agencies of the federal government.

17. ADVERSE MATERIAL CHANGE

a. In the event Seller experiences or reasonably expects to experience a Material Adverse Change in its business operations, Seller will promptly notify L3Harris in writing of such Material Adverse Change no later than five (5) days after such change occurs. For purposes of this section, "Material Adverse Change" will mean any change (whether related to financial considerations or otherwise) that negatively affects:

(i) Seller’s ability to perform its obligations under the Purchase Order or these General Provisions;

(ii) L3Harris’ rights and remedies under the Purchase Order or these General Provisions;

(iii) Inability to pay creditors when due; and/or

(iv) The validity or enforceability of the Purchase Order or these General Provisions.

b. If, in the reasonable opinion of L3Harris, Seller’s Material Adverse Change is likely to negatively affect Seller’s performance of its obligations hereunder, L3Harris will be entitled to request reasonable assurances of performance from Seller, which Seller will provide in writing within seven (7) days of L3Harris’ written request. If such assurances are not adequate, L3Harris will be entitled to immediately terminate the Purchase Order for default upon written notice to Seller.

18. Delay In Performance

a. Time is of the essence in the Purchase Order.

b. In the event the Seller encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the delivery schedule or date, he shall immediately notify L3Harris, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by L3Harris of any delivery schedule or date or any rights or remedies provided by law or under the Purchase Order.

19. INSURANCE

a. Types of Insurance: Unless otherwise specified by L3Harris in writing, Seller shall maintain and cause Seller's subcontractors to maintain during the term of the Purchase Order:

(i) Workers' compensation insurance as prescribed by the law of the state or nation in which the work is performed;

(ii) employer's liability insurance with limits of at least $500,000 for each occurrence;

(iii) automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence; and

(iv) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including, without limitation, Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $2,000,000 combined single limit for bodily injury and property damage per occurrence. All CGL and automobile liability insurance shall designate L3Harris, its affiliates, and its directors, officers, and employees as additional insureds. All such insurance must be primary and non-contributory and...
required to respond and pay prior to any other insurance or self-insurance available. Insurance companies providing coverage under the Purchase Order must be rated by A-M Best with at least an A-VII rating. If specifically requested by L3Harris, Seller and Seller's subcontractors shall furnish, prior to the start of work or at such other time as L3Harris requires, certificates or adequate proof of the foregoing insurance, including, without limitation, endorsements and policies. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of L3Harris or L3Harris' Customer shall not be effective

1.) for such period as the laws of the State in which the Purchase Order is to be performed prescribe or
2.) until thirty (30) days after the insurer or Seller gives written notice to L3Harris, whichever period is longer. Any other coverage available to L3Harris shall apply on an excess basis. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against L3Harris and L3Harris' Customer based on any loss or liability insured against under the foregoing insurance.

b. No Effect On Indemnification Obligations: Seller's obligation to obtain the insurance specified in this Clause does not waive or release Seller's liabilities or duties to indemnify under the Purchase Order.

20. STANDARDS OF CONDUCT
Seller shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work covered by the Purchase Order any unfit person or anyone not skilled in the Work assigned to him. Seller also agrees that any employee, subcontractor, or agent provided under the Purchase Order to perform Work on L3Harris' premises will acknowledge in writing the employment policies of L3Harris, which address sexual harassment, drug and alcohol abuse, and equal opportunity, and agree to abide by such policies. Seller agrees that Seller personnel or agents performing Work on L3Harris' premises or the premises of L3Harris' Customer also will observe all fire prevention, security, and safety rules in force at the site of the Work. In addition to any other indemnification obligations in the Purchase Order, Seller shall indemnify L3Harris against any liability arising from a violation of such acknowledgment by Seller's employee, subcontractor, or agent. In addition to any other remedies available to L3Harris, L3Harris may, without notice and an opportunity to cure, expel from its property or worksite, or the property or worksite of L3Harris' Customer, any employee, subcontractor or agent of Seller found violating any acknowledged L3Harris policy.

21. EFFECT OF INVALIDITY/SEVERABILITY
In the event any portion of the Purchase Order conflicts with governing law or if any arbitration panel or court of competent jurisdiction holds invalid, illegal, or unenforceable any portion of the Purchase Order, such portion (and only such portion) shall be deemed severed or modified to reflect as nearly as possible the parties' original intent. The remainder of the Purchase Order shall remain in full force and effect.

22. SURVIVAL
The General Provisions of the Purchase Order, which by their very nature would continue beyond the termination, cancellation, or expiration of the PO, including, without limitation, Clauses1.(Definitions), 6.(Termination for Default), 7. (Termination for Convenience), 8. (Use of L3Harris Proprietary Information), 13. (Intellectual Property Rights & Licenses), 16. (Applicable Law ), 22.(Survival), 23. (Compliance with Laws), 24 (Notice), 27.(Inspection of Work), 28. (Warranty of Title), 30. (Gratuities), 32. (Use of Open Source Software (OSS)), 33. (Non-Waiver), 34. (Compliance with Hazardous Substances and Waste Recycling Laws) and 35. (Indemnification), and 36.(Indemnity for Defective Pricing), 39.(Dispute Resolution) which shall continue as valid and enforceable rights and obligations of the parties and survive termination, cancellation, or expiration of the Purchase Order.

23 COMPLIANCE WITH LAWS
Seller agrees in the performance of the Purchase Order to comply with all applicable Foreign, Federal, State, and local laws, regulations, rules and orders, and any applicable Executive Orders.

24. NOTICE
Any notice or other communication required or permitted to be given by any provision of the Purchase Order shall be in writing and shall, unless otherwise provided, be deemed to have been effectively given:

a. upon personal delivery:
b. when sent by registered or certified first class mail, postage pre-paid:
c. when sent by an overnight courier service with all fees prepaid:
d. when sent by electronic transmission at the address set forth in the Purchase Order.

25. EXCUSABLE DELAYS
a. Notwithstanding any other provision of the Purchase Order, neither L3Harris nor Seller shall be liable for delay or failure of performance occasioned by causes beyond its control and without the fault or negligence of the Party asserting such delay, including, as examples, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, civil unrest, riots, acts of terrorism, declared or undeclared war, fire, floods, unusually severe weather, earthquakes, strikes, and freight embargoes. If either Party is affected by an Excusable Delay, the affected party shall give the other party written notice within 10 days after the beginning of any such Delay, which shall cause, without penalty to either Party, all obligations under the Purchase Order to be immediately suspended for a period up to sixty (60) days. If the period of suspension caused by the Excusable Delay exceeds the sixty-day period, L3Harris either may in its sole discretion terminate the Purchase Order for convenience in accord with Clause 7, Termination for Convenience or suspend the Purchase Order for an additional period under Clause 15, Stop Work Orders.

b. If the delay is caused by a delay of a subcontractor and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Seller shall not be liable for excess cost of re-procurement under the “Termination for Default” clause unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules.

26. QUALITY SPECIFICATION
Supplier shall comply with Quality clauses or provisions specified by the Purchase Order.

27. INSPECTION OF WORK
a. Seller Inspection System: Seller shall provide and maintain an inspection system acceptable to L3Harris covering the Work ordered under the Purchase Order. Seller shall maintain complete records of all inspections performed by Seller and Seller shall make such records available to L3Harris and L3Harris' Customer upon request.

b. L3Harris Inspection: L3Harris and L3Harris' Customer have the right to inspect and test all Work contemplated by the Purchase Order, to the extent practicable, at all times and places during the term of the Purchase Order. Any inspections and tests performed by L3Harris or L3Harris' Customer shall be performed in a manner that will not unduly delay Seller's performance of Work. No inspection or review or approval by L3Harris or L3Harris' Customer shall relieve Seller of any of its obligations under the Purchase Order, or constitute a waiver of any defects or nonconformities.

c. Seller Obligations During Inspection: If L3Harris and L3Harris' Customer perform inspections or tests on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, without additional charge, all
reasonable facilities and assistance for the safe and convenient performance of the inspection and test.

d. Unless otherwise specified in the contract, L3Harris shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

e. At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract L3Harris may require the Seller to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time- and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Seller shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

f. If the Seller fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by L3Harris), L3Harris may --

(i) By contract or otherwise, perform the replacement or correction, charge to the Seller any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

g. Failure to agree to the amount of increased cost to be charged to the Seller shall be a dispute.

h. Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

i. This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this Contract.

j. The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

k. Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

28. WARRANTY OF TITLE
a. Seller represents and warrants to L3Harris and L3Harris’ Customer as follows:

(i) the title of Work ordered under the Purchase Order and conveyed by Seller shall be good and the transfer rightful;

b. SELLER shall disclose to BUYER in writing any (OSS) that will be used or delivered in connection with this Contract and shall obtain BUYER’s prior written consent before using or delivering such OSS in connection with this Contract. SELLER warrants all OSS used or delivered in connection with this Contract complies with any applicable OSS License.

c. As used herein, “OSS License” means the General Public License (“GPL”), Lesser/Library GPL, LGPL, the Affero GPL License (“AGPL”), the Apache license, the Berkeley Software Distribution (“BSD”) license, the MIT license, the Artistic License(e.g., Perl), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as “Free Software License”, “Open Source License”, “Public License”, or “GPL Compatible License.”

d. As used herein, “OSS” means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or “free” software, library or documentation, or (2) software that is licensed under an OSS License, or (3) software provided under a license that (a)subjects the delivered software to any OSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates BUYER to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

29. FOREIGN TRANSACTIONS AND EXPORT CONTROL

Seller, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Seller also agrees to obtain, at its sole expense, any export licenses or other official authorizations and to carry out any customs or immigration formalities or similar requirements for the export of any Work covered by the Purchase Order. Seller specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722.1, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Seller also shall provide written notification to L3Harris before assigning or granting access to a Foreign Person to any work, equipment, supplies, or technical data related to the Purchase Order.

30. GRATUITIES

Seller agrees not to offer or provide any Gratuities to any officers, employees, agents or representatives of L3Harris. L3Harris may terminate the Purchase Order for default as provided in Clause 6, Termination for Default, if L3Harris discovers that Gratuities were offered or given by Seller, or any agent or representative of Seller, to any officer, employee, agent or representative of L3Harris.

31. INDEPENDENT CONTRACTOR

Each party hereto is an independent contractor and nothing contained in the Purchase Order shall be construed to be inconsistent with this relationship or status. As an independent contractor, each party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors. Neither party owes a fiduciary duty to the other. Nothing in the Purchase Order shall be deemed to represent that Seller, or any of Seller’s employees or agents, are the agents, representatives, or employees of L3Harris. Seller assumes full and sole responsibility for the payment of all compensation, expenses, benefits (including, but not limited to, workers’ compensation, and medical benefits) of its employees and for all state and United States income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings or taxes. Seller shall also pay any expenses normally paid by an employer in connection with its employees.

32. USE OF OPEN SOURCE SOFTWARE (OSS)

a. This clause only applies to Work that includes the delivery of software (including software residing on hardware).

b. SELLER shall disclose to BUYER in writing any (OSS) that will be used or delivered in connection with this Contract and shall obtain BUYER’s prior written consent before using or delivering such OSS in connection with this Contract. SELLER warrants all OSS used or delivered in connection with this Contract complies with any applicable OSS License.

c. As used herein, “OSS License” means the General Public License (“GPL”), Lesser/Library GPL, LGPL, the Affero GPL License (“AGPL”), the Apache license, the Berkeley Software Distribution (“BSD”) license, the MIT license, the Artistic License(e.g., Perl), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as “Free Software License”, “Open Source License”, “Public License”, or “GPL Compatible License.”

d. As used herein, “OSS” means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or “free” software, library or documentation, or (2) software that is licensed under an OSS License, or (3) software provided under a license that (a)subjects the delivered software to any OSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates BUYER to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
33. NONWAIVER
L3Harris’ failure to enforce any provision of the Purchase Order or to protest any breach or default of the Purchase Order by Seller shall not be construed as evidence of (or evidence to interpret) the rights or obligations of the parties, or as a waiver of any Seller obligation or L3Harris right provided under the Purchase Order or applicable law. No right or remedy of L3Harris shall be deemed waived or released unless such waiver or release is in writing and signed by L3Harris.

34 COMPLIANCE WITH INTERNATIONAL ENVIRONMENTAL REQUIREMENTS ON HAZARDOUS SUBSTANCES AND WASTE RECYCLING LAWS (applicable if Supplier notified of European Union deliverables)

a. Seller warrants that it shall perform all obligations under this Agreement in compliance with all applicable U.S., Canada, South America, Pacific Rim, EU, state/provincial and local environmental, health and safety laws and regulations. At different times at L3Harris’ request, Seller shall provide certificates of compliance to L3Harris indicating compliance with the provisions of this clause.

b. Seller warrants that the resale, supply or export of any material (whether used as a component or otherwise) by L3Harris in any market will not violate any law or regulation in any jurisdiction world-wide on the use of hazardous substances, or the recycling or treatment of waste equipment including, but not limited to, the laws implementing the European Union Directive (2011/65/EU) on the Restriction on the Use of Certain Equipment “RoHS 2 Directive” and European Union Directive (2012/19/EU) on Waste Electrical and Electronic Equipment (“WEEE Directive”) (together, “Applicable Laws”). The above laws do not apply to supplies provided under this Purchase Order which are intended for specifically military purposes, for security equipment, for computers for aircraft, for space flight, for large scale fixed installations (Radars, Communication towers), or for means of transport (aircraft, trains, etc.).

c. Seller warrants to L3Harris that no material contains any lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers or other substance or any other hazardous substances the use of which is restricted under EU Directive (2011/65/EU); chemicals restricted under the Montreal Protocol on ozone-depleting substances; or other chemical the use of which is restricted in any other jurisdictions to which L3Harris informs seller the materials are likely to be shipped or the seller knows the materials are likely to be shipped to or through; (in a quantity other than in compliance with the Applicable Laws), the use of which is banned or restricted by any Applicable Law.

d. As soon as Seller is aware of any non-compliance but in no event any later than prior to the delivery of any material, Seller shall identify in writing to L3Harris (1) any and all components and materials contained in the material that may require recycling or other treatment under the laws and regulations implementing the Applicable Laws, (2) the location of any component or material that is hazardous within the meaning of the WEEE Directive or other Applicable Laws, and any material that is required by the Applicable Laws to be marked shall be so marked by Seller.

e. L3Harris shall have the right to audit Seller’s compliance with the Applicable Laws. Seller shall provide L3Harris with all such information and documentation that it may reasonably require (including access to its staff and facilities) to enable L3Harris to satisfy itself of the Seller’s compliance with all Applicable Laws and that the Clause entitled Warranty of Services remains true and accurate.

f. Seller shall bear all costs and expenses, including but not limited to those related to recycling or taking back the Products, arising out of or related to either L3Harris or Seller complying with the Applicable Laws and placing the Products on, or their importation into, any jurisdiction worldwide.

g. Seller shall indemnify and hold L3Harris harmless from any cost, expense, liability or damage suffered by L3Harris by reason of any breach or alleged breach of any of the Applicable Laws arising out of or related to the Products.

35. INDEMNIFICATION

a. General: Seller acknowledges that, as an independent contractor, it is furnishing Work to L3Harris which may be subject to certain local, state, Federal, and foreign laws and regulations. Seller agrees, to defend, indemnify and hold harmless L3Harris and L3Harris’ Customer and their respective directors, officers, agents, and employees, against all losses which arise out of or relate to Seller’s failure to comply with all applicable local, state, Federal, and foreign laws and regulations in the performance of Seller’s obligations under the Purchase Order. Seller also agrees to defend, indemnify and hold harmless L3Harris and L3Harris’ Customer and their respective directors, officers, agents, and employees, against all Losses which arise out of or relate to Seller’s failure to comply with the provisions of the Purchase Order.

b. Infringement: Seller shall indemnify, defend, and hold harmless, L3Harris and L3Harris’ Customer and their respective officers, directors, agents, and employees against Losses for any allegation of or suit or action for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property right arising out of the performance of Work under the Purchase Order or out of the use or disposal of such Work by or for the account of L3Harris. Seller shall at its own expense either procure for L3Harris or for L3Harris and L3Harris’ Customer, as L3Harris shall require in its sole discretion, the right to continue using the alleged infringing Work, replace it with non-infringing Work, or modify Work so that it becomes non-infringing. The foregoing indemnity shall not apply unless L3Harris or L3Harris’ Customer informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

c. Work on L3Harris Premises: If the Purchase Order involves performance by Seller on the premises of L3Harris or L3Harris’ customer, Seller agrees, in addition to any other indemnification obligations in the Purchase Order, to assume entire responsibility and liability for Losses of any kind or nature whatever to persons, whether employees of Seller or otherwise, and to all property, caused by, resulting from, or arising out of Seller’s performance or that of its agents or employees; provided, however, that any such Losses shall not have been caused solely by the negligence of the agents, servants, or employees of L3Harris or L3Harris’ customer. Seller also shall carry adequate insurance as provided in the Clause entitled “Insurance” to cover all such risks and to protect L3Harris and L3Harris’ Customer pursuant to this Clause.

d. Performance of the Purchase Order: Seller shall, at its own expense, defend, indemnify and hold harmless Buyer from any claims or suits brought and losses sustained by any third party for injury to persons or damage to property, arising in whole or in part out of the acts or omissions of Seller, its subcontractors, agents, or employees in the performance of this Purchase Order. If Seller fails to defend, hold harmless, and indemnify Buyer as provided by this clause, then Seller shall pay for any damages, attorney’s fees, and any other fees, costs, and expenses that may be incurred by the Buyer in defense of any action related to the Purchase Order and/or in the prosecution of any action to enforce the provisions of this clause. Buyer responsibility to indemnify Seller hereunder shall be reciprocal for claims arising out of acts or omissions of the Buyer.

e. The Subcontractor shall indemnify L3Harris for any liability or other cost incurred including attorneys’ fees which may arise under FAR Clauses 52.215-10 or 52.215-11, which results from
L3Harris General Provisions – T&M/LH (For Non-DOD Government Programs)

or by reason of submittal of defective cost or pricing data to L3Harris by Seller. In the event that determination is made under L3Harris Contract with its customer that incomplete, not current, or inaccurate cost or pricing data was furnished by Seller and that as a consequence of such determination that L3Harris Contract Price is reduced, L3Harris shall in turn reduce Seller’s Purchase Order price by a corresponding amount (less Buyer’s fee) and submit written notification thereof to the Seller within fifteen (15) days of L3Harris receipt of notice from the Contracting Officer. In the event the Seller disagrees with the determination, and if the Seller (1) timely requests L3Harris to appeal from such determination under the “Disputes” clause of the Prime Contract, and (2) timely furnishes to L3Harris reasonable grounds for taking such appeal, then L3Harris agrees, to the extent the Prime Contract allows and at the Seller’s expense, to appeal from such determination in the L3Harris name and on Seller’s behalf pursuant to the “Disputes” clause of the Prime Contract. The decision rendered on any such appeal shall be final and binding as between the parties hereto. In the event that final payment had already been made on the Purchase Order in question, the Seller would be required to repay to L3Harris the amount of the adjustment within thirty (30) days after receipt of Notice of such adjustment by L3Harris.

30. INDEMNITY FOR DEFECTIVE PRICING

The Subcontractor shall indemnify L3Harris for any liability or other cost incurred including attorneys’ fees which may arise under FAR Clauses 52.215-10, 52.215-11, 52.215-12 or 52.215-13 hereby incorporated by reference, which results from or by reason of submittal of defective cost or pricing data to L3Harris by Seller. In the event that determination is made under L3Harris Contract with its customer that incomplete, not current, or inaccurate cost or pricing data was furnished by Seller and that as a consequence of such determination that L3Harris Contract Price is reduced, L3Harris shall in turn reduce Seller’s Purchase Order price by a corresponding amount (less Buyer’s fee) and submit written notification thereof to the Seller within fifteen (15) days of L3Harris receipt of notice from the Contracting Officer. In the event the Seller disagrees with the determination, and if the Seller (1) timely requests L3Harris to appeal from such determination under the “Disputes” clause of the Prime Contract, and (2) timely furnishes to L3Harris reasonable grounds for taking such appeal, then L3Harris agrees, to the extent the Prime Contract allows and at the Seller’s expense, to appeal from such determination in the L3Harris name and on Seller’s behalf pursuant to the “Disputes” clause of the Prime Contract. The decision rendered on any such appeal shall be final and binding as between the parties hereto. In the event that final payment had already been made on the Purchase Order in question, the Seller would be required to repay to L3Harris the amount of the adjustment within thirty (30) days after receipt of Notice of such adjustment by L3Harris.

37. GOVERNMENT AND L3HARRIS FURNISHED PROPERTY

If L3Harris furnishes property to Seller under the Purchase Order, FAR 52.245-1 is incorporated herein, with the following modifications:

– The term “Contractor” shall mean “Seller.”

– The term “Government” shall mean “Government or L3Harris” except with respect to audit, records review, and systems analysis rights, in which “Government” refers solely to agents of the United States Government.

– The term “Contracting Officer” shall mean “L3Harris.”

– The term “Property Administrator” means authorized representative of the Contracting Officer.

38. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other expert it deems necessary or desirable before entering into this contract. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this contract. Neither party has relied upon any oral representation of the other party in entering into this contract. All discussions, estimates or projections developed by a party during the course of negotiating the terms and conditions of this contract are by way of illustration only, and unless specifically contained in this contract or one of its Exhibits or Attachments, are not binding or enforceable against the other party in law or in equity.

39. DISPUTE RESOLUTION

a. Negotiation: Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, the parties agree that any Dispute between them or against any agent, employee, successor, or assign of the other arising under or related to this contract shall be settled to the extent possible by good faith negotiations. Any Dispute which cannot be resolved by good faith negotiations within thirty (30) days or such longer period as the parties may mutually agree to in writing shall be resolved in the courts with the appropriate jurisdiction located in the 18th Judicial Circuit of the State of Florida or the U.S. District Court for the Middle District of Florida (Orlando Division), and each party submits to the jurisdiction of each such court in any such action.

b. Waiver and Jury Trial: The parties mutually and intentionally agree, to the extent permitted by law, to waive all rights to a trial by jury of any Dispute. The parties specifically acknowledge that this mutual waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms.

c. Cost and Fees: The prevailing party in any action related to the dispute or interpretation of the Purchase Order shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

d. Seller’s Obligation to Continue Performance: Pending any prosecution, appeal or final decision referred to in this Clause, or the settlement of any dispute arising under the Purchase Order, Seller shall proceed diligently as directed by L3Harris with performance of the Purchase Order.

38. SMALL BUSINESS SUBCONTRACTING PLAN

Any Small Business Subcontracting Plan required by this Purchase Order shall be submitted in accordance with FAR 52.219-9, including submission of ISR and/or SSR using eSRS.

SECTION II

Part I

Clauses Incorporated By Reference

The following FAR clauses identified in the Prime Contract as of the Effective Date are incorporated herein by reference with the same force and effect, as if they are included in full text. If you do not have access to a copy of the FAR, contact L3Harris for additional information.

NOTE: Unless otherwise expressly noted herein, where necessary to make the FAR Clauses applicable to the Purchase Order and to protect L3Harris’ interest, the words “Government” and “Contracting Officer” each shall mean “L3Harris” or (when appropriate) “L3Harris and the Contracting Officer,” the words “Contractor” or “Offeror” shall mean “Seller,” and the words “Contract” and “Schedule” shall refer to this “Purchase Order.”

The definitions outlined herein are intended to create legal relationships between L3Harris and Seller identical to but not dependent on the relationships the FARs intend to establish between the Government and contractor. It is not the intent of L3Harris that any such substitution shall result in the disclosure of a party’s proprietary and/or confidential cost and pricing data.

FAR CLAUSES (Applicability to this Purchase Order is indicated in the parenthesis following the clause title. The word “all” indicates the clause is applicable)
# L3Harris General Provisions – T&M/LH (For Non-DOD Government Programs)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-3</td>
<td>Gratuities (&gt;150K)</td>
</tr>
<tr>
<td>52.203-5</td>
<td>Covenant Against Contingent Fees (&gt;150K)</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures (Less Par. (c)(1)) (&gt;150K)</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price or Fee Adjustment for Illegal or Improper Activity (&gt;150K)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitations on Payments to Influence Certain Federal Transaction. (&gt;150K)</td>
</tr>
<tr>
<td>52.203-13 (APR 2010)</td>
<td>Contractor Code of Business Ethics and Conduct (&gt;5M &amp; 120 days performance period). In the event the Seller makes a disclosure pursuant to this clause that relates to, arises out of or involves this Purchase Order or any Purchase Order with L3Harris, the Supplier shall:</td>
</tr>
<tr>
<td>52.204-2</td>
<td>Security Requirements (but the reference to the Changes clause is deleted) (If classified information is required or generated in performance)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (If access to a Federal facility)</td>
</tr>
<tr>
<td>52.204-21</td>
<td>Basic Safeguarding of Covered Contractor Information Systems (all except COTS)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (&gt;30K except for commercial items)</td>
</tr>
<tr>
<td>52.211-15</td>
<td>Defense Priorities &amp; Allocation Requirements (if Rated)</td>
</tr>
<tr>
<td>52.215-2</td>
<td>Audit and Records—Negotiation (&gt;150K)</td>
</tr>
<tr>
<td>52.215-10</td>
<td>Price Reduction for Defective Cost or Pricing Data (all)</td>
</tr>
<tr>
<td>52.215-11</td>
<td>Price Reduction for Defective Cost or Pricing Data—Modifications (all)</td>
</tr>
<tr>
<td>52.215-12</td>
<td>Subcontractor Cost or Pricing Data (&gt;700K)</td>
</tr>
<tr>
<td>52.215-13</td>
<td>Subcontractor Cost or Pricing Data—Modifications (&gt;700K)</td>
</tr>
<tr>
<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions (700k)</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (&gt;700k)</td>
</tr>
<tr>
<td>52.215-19</td>
<td>Notification of Ownership Changes (&gt;700k)</td>
</tr>
<tr>
<td>52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data (all)</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications (ALL)</td>
</tr>
<tr>
<td>52.215-23</td>
<td>Limitations on Pass-Through Charges (&gt;150K if based on cost data or &gt;750K and cost reimbursement if Civil)</td>
</tr>
<tr>
<td>52.219-8</td>
<td>Utilization of Small Business Concerns(all)</td>
</tr>
<tr>
<td>52.219-9</td>
<td>Small Business Subcontracting Plan (&gt;700K)</td>
</tr>
<tr>
<td>52.222-4</td>
<td>Contract Work Hours and Safety Standards Act—Overtime Compensation (&gt;100K except for commercial items)</td>
</tr>
<tr>
<td>52.222-17</td>
<td>Nondisplacement of Qualified Workers (&gt;150K if services)</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities (&gt;10K)</td>
</tr>
<tr>
<td>52.222-24</td>
<td>Preaward On-Site Equal Opportunity Compliance Evaluation (&gt;10M)</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity (APR 2015) (&gt;10K)</td>
</tr>
</tbody>
</table>

41 CFR Parts 60-1, 60-2, 60-4, and 60-50, as amended in 72 FR 727993, implements EO 13672 “Prohibiting Discrimination Based on Sexual Orientation and Gender Identity by Contractors and Subcontractors.” During the performance of this contract, this contractor and subcontractor agree to adhere to the requirements of the above referenced Office of Federal Contract Compliance Programs (OFCCP) regulations.

This contractor and subcontractor shall abide by the requirements of 41 cfr 60-300.5(a) and 41 cfr 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

52.222-35 | Equal Opportunity for Veterans (>100K) |
52.222-36 | Affirmative Action for Workers With Disabilities (>15K) |
52.222-37 | Employment Reports on Veterans (>100K) |
52.222-41 | Service Contract Labor Standards (>2,500) |
52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (>10K) |
52.222-50 | Combating Trafficking in Persons (MAR 2015) (all) |
52.222-54 | Employment Eligibility Verification (>3K for services) |
52.223-3 | Hazardous Material Identification and Material Safety Data (and ALT 1 if other than DOD)(all) |
52.223-18 | Contractor Policy to Ban Text Massaging While Driving (>3K) |
52.224-2 | Privacy Act (all) |
52.225-13 | Restrictions on Certain Foreign Purchases (all) |
52.227-1 | Authorization and Consent (>150K) |
52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (>150K) |
52.227-3 | Patent Indemnity (all) |
52.227-14 | Rights in Technical Data – General (all). |
52.227-17 | Rights in Data—Special Works (all) |
52.230-2 | Cost Accounting Standards (if stated in order) |
52.230-3 | Disclosure & Consistency of Cost Accounting Practices (if stated in order) |
52.230-6 | Administration of Cost Accounting Standards (if stated in order) |
52.232-7 | Payments Under Time-and-Materials and Labor Hour Contracts (all) |
52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (if a small business) |
52.234-1 | Industrial Resources Developed Under Defense Production Act Title III (all) |
52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (if work on a Gov. site) |
52.242-13 | Bankruptcy (all) |
52.244-6 | Subcontracts for Commercial Items (all) |
52.245-1 | Government Property (all) |
52.245-9 | Use & Charges (all) |
52.247-63 | Preference for U.S. - Flag Air Carriers. (if International air transport) |
52.249-14 | Excusable Delays (all)
Part II
CERTIFICATIONS AND REPRESENTATIONS
1. By acceptance of the Purchase Order, Seller hereby certifies that all
Certifications and Representations previously submitted to L3Harris
are still valid, in full force and effect and there have been no material
changes in Seller’s eligibility to do business with the U.S.
Government.
2. DEBARRED AND SUSPENDED CERTIFICATION
These Certifications and Representations are material
representations of fact. If it is later determined that Seller knowingly
rendered an erroneous Certification or Representation, in addition to
other remedies available to L3Harris, L3Harris may terminate the
Purchase Order for default under Clause 6.
The seller hereby certifies by acknowledgement or acceptance of
the Purchase Order to the best of its knowledge and belief, that the
Seller and/or any of its principles are not presently debarred,
suspended, proposed for debarment or declared ineligible for the
award of contracts by any Federal agency
Part III
SUPPLEMENTAL TERMS
In addition to these General Provisions set forth above, certain special
clauses may be applicable to the Purchase Order. These special clauses
shall be included either by reference or by attachment, or both.