1. DEFINITIONS
As used in this Purchase Order/Subcontract:

b. “Prime Contract” means the Contract existing between L3Harris and the Government or L3Harris Customer.
c. “This Purchase Order” or “this Contract” or “this Agreement” or “this Order” means the contractual instrument in which these terms are incorporated.
d. “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on the Prime Contract. The term includes certain authorized representatives of the Contracting Officer acting within limits of their authority as delegated by the Contracting Officer.
e. “Buyer” or “L3Harris” means the legal entity issuing this order.
f. The terms “supplies,” “materials,” “items,” “products,” “articles” and “components” may be used interchangeably throughout these provisions and the Purchase Order to refer to products to be provided by the Seller.
g. FAA AMS means FAA Acquisition Management System, as from time to time amended, that is included in the Prime Contract on the effective date of this Purchase Order.
h. “Subcontract” means Purchase Orders and other similar instruments including changes and modifications thereto.
i. “Seller” means Contractor or Subcontractor.

NOTE: Where necessary to make the content of the referenced FAA AMS clauses applicable to this Order, the terms “Government, FAA, and Contracting Officer” and equivalent phrases shall mean L3Harris; the term “Contractor” shall mean Seller; and the term “Contract” shall mean this Purchase Order.

1. DEFINITIONS

2. ENTIRE AGREEMENT
This Purchase Order constitutes the entire agreement between the parties with respect to its subject matter and to all transactions related thereto and supersedes all proposals, oral or written, or negotiations, and all other communications, prior or contemporaneous thereto, between the parties with respect to such subject matter or such transactions including, without limitation, any prior or contemporaneous course of dealing, usage of trade or course of performance. The parties acknowledge and agree that entering into this transaction they have not relied upon any representations other than those explicitly set forth in this Purchase Order and each party acknowledges and agrees that the representations or agents of the other party cannot make any warranties or representations not specifically included within the written provisions of this Purchase Order. Any term or condition which is, or may be, asserted as material by any party, and which is not expressly stated in this Purchase Order, shall not be within this Purchase Order or binding on the parties hereto. Each party waives all defenses with regard to any such term and condition and no amendment to this Purchase Order shall be valid and binding unless in writing and signed by each party hereto.

3. ACCEPTANCE—MODIFICATION OF TERMS
The Purchase Order may be accepted only by Seller’s agreement to all of the terms and conditions which are incorporated or added as supplements or attachments thereto. Acceptance may be made by signing the acknowledgment copy attached hereto and returning it to L3Harris or by part performance hereunder, and any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by the parties. No charges beyond the Contract price herein specified shall be allowed except with the written consent of L3Harris. No additional or differing terms and conditions proposed by the Seller in accepting this Purchase Order shall be binding upon L3Harris unless accepted in writing by L3Harris, and no other addition, alteration, or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by L3Harris and Seller.

4. CHANGES

a. L3Harris may, at any time, by written notice or Order:
   1) Make changes in the shipping and packing instructions;
   2) Increase or decrease the quantity of work or services ordered;
   3) Change the drawings, designs, statement of work or specifications;
   4) Change the place of inspection, delivery, or acceptance;
   5) Change the amount of Government or L3Harris furnished property;
   6) Change work or service schedules.

b. If any change causes a variation in the cost of performance or the time required for performance, an equitable adjustment shall be made in this Purchase Order price and/or delivery schedule and this Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this clause must be asserted in writing within twenty-five (25) days from the date the change is ordered. However, if L3Harris decides the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Pending such adjustment, Seller shall proceed in accordance with such change notice or Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled “Disputes.” However nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed.

c. 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 furnished under this Purchase Order. Such exchange of information or advice shall not authorize the Seller to change any of the terms, conditions, or the provisions of this Purchase Order, nor shall such assistance or technical advice operate as a waiver or relinquishment of any rights reserved to L3Harris hereunder or at law. Except as otherwise provided in this Purchase Order, no changes shall be made unless such change is authorized in writing by L3Harris.

5. SUBCONTRACTS AND PURCHASE ORDERS
Seller shall not Subcontract without the prior written authorization of L3Harris for the work or services ordered hereunder, and the Seller shall require a like agreement from immediate and lower-tier suppliers. This is not a restriction on use of authorized distributors or industrial suppliers for components. L3Harris must approve in advance any subcontractors who will be providing some or all of the services if the Purchase Order is primarily for the provision of services.

L3Harris’ authorization to subcontract 1) 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 2) 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.

6. DEFAULT

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

b. L3Harris may, by written notice of default to the Seller, terminate this Purchase Order or any part thereof if the Seller fails to perform any of the provisions of this Purchase Order or to make progress so as to endanger performance of this Purchase Order in accordance with its terms and does not correct such failure within a period of ten (10) days (or such longer period as L3Harris may authorize in writing) after receipt of notice from L3Harris specifying such failure.

c. If, after notice of default under the provisions of b. above, it is determined that Seller was not in default, said notice shall be deemed to have been issued pursuant to the clause hereof entitled “Termination for Convenience,” and the rights and obligations of the parties hereto shall be governed by that clause.
d. Failure of L3Harris to enforce any right under this clause shall not be deemed a waiver of any right hereunder. The rights and remedies of L3Harris under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

e. If the damages and cost of completing the work exceeds the unpaid balance of the Purchase Order price herein stated, Seller shall pay L3Harris such excess within a thirty (30) day period after submission to Seller of invoice.

f. Should Seller default in any of the provisions of this Subcontract and should L3Harris employ an attorney to enforce any provision hereof or to collect damages for breach of the Purchase Order, Seller agrees to pay L3Harris such reasonable fees as the attorney expends. As against the obligations herein contained, Seller waives all rights of exemption. The rights and remedies of L3Harris in this clause are in addition to any other rights and remedies provided by law or under this contract.

7. TERMINATION FOR CONVENIENCE

a. L3Harris, by written notice, may terminate this Purchase Order in whole or in part, when it is in its interests to do so. In the event of termination, L3Harris shall be liable only for payment in accordance with the payment provisions of this Purchase Order for services rendered prior to the effective date of termination.

b. The clause set forth in FAA AMS 3.10-6.1 is incorporated and made a part hereof, except that in Paragraph (d) the reference to a “year” period for submission of a final termination proposal is changed to “six months,” and where used therein, the term “Contractor” shall mean “Seller,” the term “Contract” shall mean “Purchase Order,” and the term Government/Contracting Officer shall mean “L3Harris.”

8. USE OF L3HARRIS PROPRIETARY INFORMATION

a. Seller agrees to secure and keep confidential L3Harris proprietary information and not to disclose to any other person information related to this Purchase Order. Seller further agrees to use any such information only for purposes necessary for performing this Purchase Order, except with the prior written consent of L3Harris.

b. Seller may disclose such information to its subcontractors as required for performance of this Purchase Order, provided that each such subcontractor first assumes by written agreement the same confidentiality and non-disclosure obligations imposed on Seller under the Purchase Order related to such information.

c. L3Harris does not grant the Seller any reproduction rights to supplies provided under this Purchase Order, or any rights to use designs, drawings, or other information belonging to or supplied by L3Harris in the manufacture or design of articles or materials for anyone other than L3Harris, except with L3Harris’ prior written consent.

9. PAYMENT

Invoices shall be submitted in accordance with the purchase order terms and shall contain at least the following information: Purchase Order number, Purchase order line number, part number, description of articles or services, sizes, quantities, unit prices and extended totals. 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, after receipt of acceptable invoices (in accordance with purchase order terms) and acceptance of the Work by L3Harris subject to the other provisions of the Purchase Order. Payment by L3Harris shall be deemed to have been made on the date L3Harris deposited the payment in the U.S. mail or with another recognized commercial carrier, or the date L3Harris made the electronic funds payment. Any adjustment in Seller’s invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Order may be made by L3Harris before payment. Cash discounts will be taken from date of acceptable invoice receipt for material received. Payment does not constitute final acceptance.

10. TAXES

Except as set forth in Clause 35 below, the price set forth in this Contract is hereby understood and agreed to include all applicable Federal, state, and local taxes, including any sales and use taxes. No liability shall accrue to L3Harris for any such taxes.

11. HOLD HARMLESS

Buyer and Seller agree to indemnify and hold harmless the other, its agents, and employees from and against all damages, claims, losses, expenses, and liabilities arising out of or in connection with presence on the other’s premises pursuant to this Purchase Order; provided, however, that such damage and liability shall not have been caused by the negligence of the agent, servants, or employees of the indemnified parties. Buyer and Seller shall carry adequate insurance to cover such risks.

12. KEY PERSONNEL

Seller’s personnel listed or identified as Key Personnel in this Purchase Order may not be removed from the work contemplated herein, and their substitution may not be reduced from the amount contemplated herein without the consent of L3Harris. Substitutes for Key Personnel must be acceptable to L3Harris, and the Seller must receive L3Harris prior written approval before making the substitution.

13. TERMINATION OF INDIVIDUALS

Upon determination by L3Harris at any time that the performance of the Seller, or any of its employees performing the work hereunder, does not meet L3Harris required standards, and upon notification to the Seller of such determination, such personnel shall be directed by Seller to quit said work immediately, and thereafter shall be denied access to said work by L3Harris.

14. STANDARDS OF CONDUCT

L3Harris conducts its business in strict compliance with applicable laws, rules and regulations with honesty and integrity and with a strong commitment to the highest standards of business ethics. Seller agrees that it will at all times adhere to L3Harris’ published policies as they pertain to standards of conduct of L3Harris’ employees, as well as any other customary standards of business conduct including conduct prescribed by law or regulation. Seller shall be particularly careful to comply with all rules, laws and regulations pertaining to the entertainment of or providing of gratuities to U.S. Government officials as well as those pertaining to obtaining U.S. Government procurement sensitive information.

15. NOTICE TO L3HARRIS OF LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to L3Harris. Seller shall include this paragraph in each lower-tier Subcontract under this Purchase Order.

16. TITLE TO WORK PRODUCT

a. For data other than computer software identified as a deliverable under this Agreement, the Seller grants to L3Harris, and all others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license to reproduce, to prepare derivative works, and distribute copies to the public, by or on behalf of L3Harris for L3Harris’ use in performance of L3Harris’ obligations under a Prime Contract. For computer software identified as a deliverable under this Agreement, the Seller grants to L3Harris and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license to reproduce, and to prepare derivative works, by or on behalf of L3Harris for L3Harris’ use in performance of L3Harris’ obligations under the Prime Contract.

17. ASSIGNMENT AND SETOFF

Seller shall not assign this Purchase Order or any Rights, Claims, or Obligations under this Purchase Order without prior written consent of L3Harris, and any such attempted assignment shall be void. All claims for monies due or to become due from L3Harris shall be subject to deduction by L3Harris for any setoff or claims which L3Harris may have against Seller arising out of this or any other of the L3Harris Purchase Orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller. In no event shall copies of this Purchase Order, specifications or other similar documents relating to work under this Purchase Order if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any
18. STOP WORK ORDERS
a. L3Harris may at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this Purchase Order for a period of up to ninety (90) days after the Stop Order is delivered to the Seller, and for any further period to which the parties may agree. Any such Order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the 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 Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, L3Harris shall either:
   1) Cancel the Stop Work Order, or
   2) Terminate the work covered by such Order as provided in the Termination article of this Purchase Order.

b. If a Stop Work Order issued under this article is cancelled or the period of the Order or any extension thereof expires, the Seller shall resume work. An equitable adjustment shall be made in the delivery schedule, the Purchase Order price, or both, and the Purchase Order shall be modified in writing accordingly, if:
   1) The Stop Work Order results in an increase in the time required for, or in the Seller’s cost properly allocable to, the performance of any part of this Purchase Order; and
   2) The Seller asserts in writing its right for such adjustment within fifteen (15) days after the end of the period of work stoppage; provided that, if L3Harris decides the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the “Disputes” clause of this Purchase Order. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of the Purchase Order.

c. If a Stop Work Order is terminated for the convenience of L3Harris, the reasonable costs resulting from the Order shall be allowed in arriving at the termination settlement.

19. APPLICABLE LAW AND VENUE
a. This Purchase Order, irrespective of the place of performance, shall be governed by the laws of the State of Florida, excluding its choice of law rules, except that any provision of this Purchase Order that incorporates in text or by reference a provision of the FAA AMS shall be construed and interpreted according to the federal common law of government contracts, as interpreted by federal judicial bodies, boards of contract appeals, and other quasi-judicial agencies of the federal government. Unless otherwise agreed to in writing by the parties, venue and jurisdiction for all legal proceedings of any kind or nature regarding this Purchase Order shall lie within the 18th Judicial Circuit of the State of Florida or the U.S. District Court for the Middle District of Florida (Orlando Division).

b. The parties further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to any dispute or interpretation of this Purchase Order. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms.

20. ORDER OF PRECEDENCE
To the extent of Conflicts, if any, among the provisions of the printed terms and conditions herein and the typed provisions of this Purchase Order, or any other special required provisions attached hereto, or any specifications attached hereto, such conflicting provisions shall prevail in the following order of precedence:
   a. Typed Provisions of the Purchase Order
   b. Special Provisions
   c. These General Provisions

d. Other Provisions of the Purchase Order when attached or incorporated by reference

e. Specifications

f. Drawings

21. RESERVED

22. CONTRACTOR NOTICE REGARDING LATE DELIVERY
a. Time is of the essence in this 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 of any rights or remedies provided by law or under this Contract.

23. FACILITIES, SPECIAL TOOLING, AND TEST EQUIPMENT
a. Unless specifically provided to the contrary in this Purchase Order, Seller warrants that the estimated cost set forth herein does not include as a direct charge to this Purchase Order the cost of any special tooling, test equipment, or industrial facilities. Any such special tooling, test equipment, or facilities to be charged to L3Harris shall be covered by a separate Purchase Order.

b. The Seller represents that it now has or can readily procure without the assistance of L3Harris or the Government all facilities necessary for the performance of this Purchase Order.

24. INSURANCE
a. Seller shall keep all L3Harris materials and all tools and equipment, special or otherwise, in which L3Harris has any interest, insured against risk of loss or damage by fire or other unavoidable casualty for their fair market value at the time of receipt by the Seller, at Seller’s own expense during such time as they remain in Seller’s possession.

b. Whenever performance requires work on a Government, L3Harris customer, or L3Harris installation, the Supplier shall maintain at least the minimum coverage with a waiver of subrogation on all of the coverages as required in the schedule of this contract and in FAA AMS 3.4.1-12.

A 30-day written notification of any material changes or cancellation of coverages must be provided to L3Harris. Also, L3Harris must be added as an additional insured on the Commercial General Liability and the automobile Liability policies. A certificate of insurance providing evidence of above insurance coverages shall be provided to L3Harris prior to performing any work on a customer or L3Harris installation.

25. ANTI-KICKBACK INDEMNITY
The Subcontractor shall comply in all respects with the Federal Anti-Kickback Act of 1986 and shall indemnify L3Harris from any liability which may arise thereunder which results from or by reason of any activity prohibited by the Anti-Kickback Act of 1986. In the event that the L3Harris Contract price is reduced as a result of such violation by the Subcontractor, or any sub-tier Subcontractor, L3Harris shall in turn reduce Seller’s Purchase Order price by corresponding amount (less Buyer’s fee). L3Harris will submit written notification thereof to the Seller within fifteen (15) days of L3Harris receipt of notice of any required withholding by the Contracting Officer.

26. EFFECT OF INVALIDITY
In the event that any provision of the Purchase Order conflicts with the law under which the Purchase Order is to be construed or if any such provision is held invalid by an arbitrator or a court of competent jurisdiction, such provision shall be deemed to be modified to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remainder of the Purchase Order shall remain in full force and effect.

27. NONWAIVER
No waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such waiver or discharge is sought to be enforced. A waiver of any provision of the Purchase Order shall not be construed to be a
waiver of any succeeding breach of that provision or of any other provision.

28. COMPLIANCE WITH LAWS
Seller agrees in the performance of this Purchase Order to comply with all applicable Federal, state, and local laws, regulations, rules, and orders, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable Executive Orders.

29. INDEMNIFICATION FOR VIOLATION OF LAWS AND REGULATIONS
Seller acknowledges that as an independent contractor, it is furnishing services to L3Harris which may be subject to certain local, state, and federal laws and regulations. Seller therefore agrees to indemnify and hold harmless L3Harris, its affiliates, subsidiaries, agents, directors, officers and employees, against all claims, damages, losses, causes of action, liabilities, penalties and expenses of any kind or nature, including reasonable attorney’s fees, which arise out of or relate to Seller’s failure to comply with all applicable local, state, and federal labor, employment, worker’s compensation and wage and hour laws and regulations in the performance of Seller’s obligations under this contract.

30. INDEPENDENT CONTRACTOR
Each party hereto is an independent contractor and nothing contained in this contract shall be construed to be inconsistent with this relationship or status. Neither party owes a fiduciary duty to the other. Nothing in this contract shall be in any way construed to constitute either party as the agent, employee or representative of the other. As an independent contractor, each party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors.

31. 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. Costs 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.

32. ADVERTISING AND/OR NEWS RELEASES
Seller shall not, without the prior written consent of L3Harris, release to the public in any media, information relating to the requirements set forth in this Purchase Order. Seller may request a release by formal transmitting to the cognizant L3Harris Buyer or Administrator a written request including the exact wording and any sketches or photographs which may form a part of the release. Under no circumstances shall releases be requested relating to Government Classified work.

33. COMPLIANCE WITH SPECIFICATIONS
Upon acceptance of this Purchase Order, Seller agrees to supply L3Harris all materials, products, or services, in the quantities listed, in conformance with all Purchase Order requirements, including applicable Government, L3Harris Statement of Work, or other specifications or drawings, to the extent specified. The required test and/or inspection reports/data resulting from Seller’s compliance with applicable Purchase Order requirements shall be kept on file at the Seller’s facility for 4 years after final payment and made available for review by L3Harris representatives or Government Inspectors at any reasonable time.

34. CERTIFICATE OF COMPLIANCE
If so specified on the front page of this Order but only if so specified, a Certificate of Compliance as follows is required:

a. The Seller shall furnish a signed Certificate of Compliance to the requirements of this Purchase Order with each shipment made to L3Harris.

b. To substantiate this Certificate of Compliance, the Seller shall maintain inspection or test records which may be audited by a L3Harris representative from time to time.

35. STATE OF FLORIDA SALES TAX EXEMPTION
L3Harris certifies that any material purchased hereunder unless otherwise specified and until this notice is revoked in writing, shall be considered to be purchased for resale as tangible personal property or as component parts thereof, for resale. Any material so purchased shall be considered to be State of Florida Sales and/or State of Florida Use Tax Exempt except that L3Harris reserves the right to review any such transactions and to submit directly to the State of Florida Revenue Commissioner any taxes due and payable. L3Harris is operating under the State of Florida Sales and Use Tax Act with the assigned numbers 15-16-004700-63, L3Harris, Melbourne, Florida.

36. INSPECTION OF SERVICES—FIXED PRICE
a. Definitions
"Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services hereunder.

b. The Contractor shall provide and maintain an inspection system acceptable to L3Harris covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to L3Harris during Contract performance and for as long afterwards as the Contract requires.

c. L3Harris has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. L3Harris shall perform inspections and tests in a manner that will not unduly delay the work.

d. If L3Harris performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

e. If any of the services do not conform with Contract requirements, L3Harris may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by reperformance, L3Harris may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, L3Harris may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by L3Harris that is directly related to the performance of such service or (2) terminate the Contract for default.
37. WARRANTY OF SERVICES

a. Definitions

“Acceptance,” as used in this clause, means the act of an authorized representative of L3Harris by which L3Harris assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract.

“Correction,” as used in this clause, means the elimination of a defect.

b. Notwithstanding inspection and acceptance by L3Harris or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. L3Harris shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by L3Harris. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that L3Harris does not require correction or reperformance.

c. If the Contractor is required to correct or reperform, it shall be at no cost to L3Harris, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, L3Harris may, by Contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to L3Harris thereby, or make an equitable adjustment in the Contract price.

d. If L3Harris does not require correction or reperformance, L3Harris shall make an equitable adjustment in the Contract price.

38. QUALITY SPECIFICATION

The Supplier shall comply with Quality clauses or provisions specified in the Purchase Order.

39. EXPORT CONTROL COMPLIANCE

The Seller shall 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 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, 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 any Foreign Person to any work, equipment, supplies, or technical data related to this Purchase Order. Failure to comply may be deemed a material failure to perform under the Contract or Purchase Order and shall subject Seller to termination in accordance with Article 6, Default.

40. 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, Clauses 1. (Definitions) 6. (Default), 7. (Termination for Convenience ), 8. (Use of L3Harris Proprietary Information), 11. (Hold Harmless), 19. (Applicable Law & Venue), 20. (Order of Precedence), 27. (NonWaiver), 28. (Compliance With Laws), 29. (Indemnification for Violation of Laws & Regulations),31. (Dispute Resolution), 33.(Compliance with Specifications), 43. (Use of Open Source Software (OSS)), 36.(Inspection of Services), 37. (Warranty of Work), 40.(Survival), 41. (Final Inspection and Acceptance), 44. (Seller & Subcontractor Cost or Pricing Data Provisions), 41.(Responsibility for Claims/Indemnity), 50. (Disclosure of Information), and those U.S. Government flowdown provisions that by their nature should survive shall continue as valid and enforceable rights and obligations of the parties and survive termination, cancellation, or expiration of the Purchase Order.

41. FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of telecommunication services shall be at the installation site after the services have been installed and end-to-end performance has been demonstrated. All services shall meet the requirements contained within the contract. Inspection and acceptance will be by a site representative who is appointed by the Contracting Officer.

No later than 72 hours prior to the Contractor completing each service order, the site representative shall be notified by e-mail message of when service verification will occur. If the site representative is not present during service verification activities, the Contractor shall notify the site representative when the service order is complete and service is available and make service verification results available for review. Unless otherwise advised by the site representative within 24 hours after notification that the service is available, the Contractor shall update the service order tracking system to reflect the date of service acceptance. The service acceptance date is 24 hours after notification to the site representative of service order completion, unless otherwise advised. No earlier than the service acceptance date, the Contractor may commence billing for any applicable monthly recurring charges and any non-recurring charges authorized by the service order.

The Government reserves the right to dispute service verification results for up to 30 days following service acceptance. If it is determined that the verification results do not meet performance requirements, invoice adjustments will be provided immediately.

42. ACCESS TO GOVERNMENT FACILITIES

Some work to be performed under this contract may be at facilities operated by the FAA. The Contractor will be granted ingress and egress to the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the local Government representative. While Contractor personnel are at FAA facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health, security and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered “Government Property” furnished to the Contractor.

The scheduling of access to FAA facilities shall be under the control of the FAA facility and availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside normal day shift if conditions at the facility so require.

All Contractor personnel who perform work at FAA facilities shall wear identification badges that clearly identify those individuals as Contractor employees.

43. 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. BUYER may withhold such consent in its sole discretion. 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 (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic license, 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,
ADDITIONAL PROVISIONS

a. The following clauses in the FAA AMS, in the Prime Contract on the effective date of the Subcontract/Purchase Order, are incorporated herein by reference with the same force and effect as if they were given in full text: (Full text can be obtained at http://fast.faa.gov

- Exclusion from Future Agency Contracts, FAA AMS 3.1.7-1
- Organizational Conflicts of Interest, FAA AMS 3.1.7-2
- Disclosure of Certain Employee Relationships, FAA AMS 3.1.7-6
- Price or Fee Adjustment for Illegal or Improper Activity, FAA AMS 3.1.8-2
- Audit and Records, FAA AMS 3.2.2.3-8
- Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data, FAA AMS 3.2.2.25
- Subcontractor Cost or Pricing Data, FAA AMS 3.2.2.3-27
- Integrity of Unit Prices, FAA AMS 3.2.2.3-29 (less par.c.)
- Termination of Defined Benefit Pension Plans, FAA AMS 3.2.2.3-30
- Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB), FAA AMS 3.2.2.3-36
- Notification of Ownership Changes, FAA AMS 3.2.2.3-37
- Requirements for Cost or Pricing Data or Other Than Cost or Pricing Data, FAA AMS 3.2.2.3-38
- Requirements for Cost or Pricing Data or Other Than Cost or Pricing Data—Modifications, FAA AMS 3.2.2.3-39
- Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements, FAA AMS 3.2.2.3-49
- Property Protection, FAA AMS 3.2.2.3-50
- Operations and Storage Areas, FAA AMS 3.2.2.3-51
- Cleaning Up and Roadway Maintenance, FAA AMS 3.2.2.3-53
- Accident Prevention, FAA AMS 3.2.2.3-54
- Specifications, Drawings, and Material Submittals, FAA AMS 3.2.2.3-60
- Special Precautions for Work at Operating Airports, FAA AMS 3.2.2.3-67
- Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment, FAA AMS 3.2.2.7-6
- Material Requirement, FAA AMS 3.2.2.8-1
- Cost Accounting Standards, except Par. (b), FAA AMS 3.2.3-2
- Disclosure and Consistency of Cost Accounting Practices, except par. (b), FAA AMS 3.2.3-3
- Administration of Cost Accounting Standards, FAA AMS 3.2.3-5
- Gratuities or Gifts, FAA AMS 3.2.5-3
- Contingent Fees, FAA AMS 3.2.5-4
- Anti-Kickback Procedures (except subparagraph (c)(1)), FAA AMS 3.2.5-5
- Restrictions on Subcontractor Sales to the FAA, FAA AMS 3.2.5-6
- Disclosure Regarding Payments to Influence Certain Federal Transactions, FAA AMS 3.2.5-7
- Contractor Code of Business Ethics and Conduct FAA AMS 3.2.5-13
- Display of Hotline Posters, FMM AMS 3.2.5-14
- Providing Accelerated Payment to Small Business Subcontractors, FAA AMS 3.3.1-20
- FAA Cost Principles, FAA AMS 3.3.2-1
- Insurance—Work on a Government Installation, FAA AMS 3.4.1-10
- Insurance, FAA AMS 3.4.1-12
- Authorization and Consent, FAA AMS 3.5-1
- Notice and Assistance Regarding Patent and Copyright Infringement, FAA AMS 3.5-2
- Patent Indemnity, FAA AMS 3.5-3
- Refund of Royalties, FAA AMS 3.5-8
- Filling of Patent Applications – Classified Subject Matter, FAA AMS 3.5-9
- Rights in Data, FAA AMS 3.5-13
- Rights in Data—Special Works, FAA AMS 3.5-16
- Rights in Data—Existing Works, FAA AMS 3.5-17
- Commercial Computer Software Licenses, FAA AMS 3.5-18
- Technical Data Certification, Revision, and Withholding of Payment - Major Systems, FAA AMS 3.5-20
- Utilization of Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Concerns, FAA AMS 3.6.1-3
- Contract Work Hours and Safety Standards Act—Overtime Compensation, FAA AMS 3.6.2-1
- Walsh-Healey Public Contracts Act, FAA AMS 3.6.2-4
- Equal Opportunity, FAA AMS 3.6.2-9
- 41 CFR Parts 60-1, 60-2, 60-4, and 60-50, as amended in 72 FR 72993, 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.

- Equal Opportunity for Veterans, FAA AMS 3.6.2-12
- Affirmative Action for Workers With Disabilities, FAA AMS 3.6.2-13
- Employment Reports on Veterans FAA AMS 3.6.2-14
- Notice to the Government of Labor Disputes, FAA AMS 3.6.2-16
- Service Contract Act of 1965, As Amended, FAA AMS 3.6.2-28
- Prevention of Sexual Harassment, FAA AMS 3.6.2-35
- Trafficking in Persons, FAA AMS 3.6.2-39
- Non-displacement of Qualified Workers, FAA AMS 3.6.2-40
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- Notification of Employee Rights Under the National Labor Relations Act, FAA AMS 3.6.2-44
- Hazardous Material Identification and Material Safety Data, FAA AMS 3.6.3-3
- Notice of Radioactive Materials, FAA AMS 3.6.3-6
- Ozone Depleting Substance, FAA AMS 3.6.3-8
- Refrigeration Equipment and Air Conditioners, FAA AMS 3.6.3-9
- Buy American Act – Supplies, FAA AMS 3.6.4-2
- Restrictions on Certain Foreign Purchases, FAA AMS 3.6.4-10
- Export Control, FAA EMS 3.6.4-21
- Privacy Act, FAA AMS 3.7-2
- Protection of Government Buildings, Equipment, and Vegetation, FAA AMS 3.8.2-10
- Indemnification and Medical Liability Insurance, FAA AMS 3.8.2-15
- Prohibition on Advertising, FAA AMS 3.8.2-19
- Bankruptcy, FAA AMS 3.10.1-7
- Suspension of Work, FAA AMS 3.10.1-8
- Change Order Accounting, FAA AMS 3.10.1-17
- Notice of Delay, FAA AMS 3.10.1-24
- Subcontracts for Commercial Items and Commercial Components, FAA AMS 3.10.2-6
- Definitions, FAA AMS 3.10.3-1
- Government Property—Basic Clause, FAA AMS 3.10.3-2
- Government Property—Basic Clause Alternate I, FAA AMS 3.10.3-2/ALT I
- Inspection of Services, Both Fixed Price and Cost Reimbursement, FAA AMS 3.10-4-4
- Termination for Convenience of the Government, FAA AMS 3.10.8-1
- Preference for U.S. Flag Carriers, FAA AMS 3.11-61
- Seat Belt Use by Contractor Employees, FAA AMS 3.13-5
- Contractor Policy to Ban Texting While Driving, FAA AMS 3.13-13
- Confidentiality of Data and Information, FAA AMS 3.13-15
- Security Requirements—Classified Contracts, FAA AMS 3.14-1
- Contractor Personnel Suitability Requirements, FAA AMS 3.14-2
- Foreign Nationals as Contractor Employees, FAA AMS 3.14-3
- Access to FAA Systems and Government Issued-Property, FAA AMS 3.14-4
- Sensitive Unclassified Information (SUI), FAA AMS 3.14-5
- Privacy or Security Safeguards, FAA AMS 3.14-6

45. SELLER AND SUBCONTRACTOR COST AND PRICING DATA PROVISIONS

a. SELLER AND SUBCONTRACTOR COST AND PRICING DATA

1) Before award of any subcontract expected to exceed the threshold for submission of cost or pricing data at FAA AMS 3.2.2.3-27, when entered into, or before pricing any Subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAA AMS 3.2.2.3-27, the Seller shall submit cost or pricing data (actually or by specific identification in writing), unless an exception applies.

2) The Seller shall certify that to the best of its knowledge and belief, the data submitted under paragraph 1) above were accurate, complete, and current as of the date of agreement on the negotiated price of the Subcontract or Subcontract modification.

b. INDEMNITY FOR DEFECTIVE PRICING

The Subcontractor shall indemnify L3Harris for any liability or other cost incurred including attorney’s fees which may arise under FAA AMS 3.2.2.3-25, and 3.2.2.3-27, hereby incorporated by reference, which results from or by reason of submittal of defective cost or pricing data to L3Harris by Seller. In such 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. Failure to repay said amount within thirty (30) days shall subject Seller to payment of interest based on the then prevailing legal interest rate.

c. Waiver of Facilities Capital Cost of Money

If the Contractor did not include facilities capital cost of money as a proposed cost of the contract, it shall be an unallowable cost under this Contract.

46. GOVERNMENT AND L3HARRIS FURNISHED PROPERTY

If property is identified in the schedule to be furnished by the Government or L3Harris, then the following clause shall apply:

a. With respect to all property furnished to the Seller by the Government, either directly or through L3Harris, for use in connection with the performance of this Purchase Order, the Seller shall be bound by the clause entitled “Government Property” set forth in FAA AMS 3.10.3-2 and 3.10.3-2/ALT I (which clause is incorporated herein by reference), and shall have all of the rights, duties, immunities, and liabilities of a “Contractor” in accordance with said Section.

b. The term “Government” and equivalent phrases shall mean Government and/or L3Harris, “Contracting Officer” shall mean the L3Harris Buyer, the term “Contractor” shall mean the Seller, the term “Subcontractor” shall mean Seller’s Subcontractor, and the term “Contract” shall mean the Subcontract.

47. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to L3Harris in the event Seller 1) is suspended, debarred or declared ineligible to receive contracts by any federal, state, or local government entity, or 2) receives notice of proposed or threatened debarment or suspension.

48. RESPONSIBILITY FOR CLAIMS/INDEMNITY

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 therefore 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 liabilities 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.

49. 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 prepaid to the address contained in the Purchase Order.

c. when sent by overnight courier service with all fees prepaid: or

d. when sent by electronic transmission to the fax number or e-mail address set forth in the Purchase Order.

50. COST ACCOUNTING STANDARDS

a. Seller shall comply with Cost Accounting Standards set forth in AMS 3.2.3-2, 3.2.3-3 and 3.2.3-5. when specifically incorporated by the Purchase Order.

b. The Seller shall indemnify L3Harris from any liability, cost, including all legal expense, or price adjustment which L3Harris, including all legal expense, or price adjustment which L3Harris experiences under these clauses as a result of the Supplier's failure to comply with the provisions of the above clauses.

In the event that a determination is made that the Seller has failed to comply with any of the applicable Cost Accounting Standards, Rules, and Regulations or has failed to comply with any disclosed accounting practice as submitted in a Disclosure Statement and that as a consequence of such determination the L3Harris Contract price or cost is reduced, L3Harris shall in turn reduce Seller's Purchase Order price by a corresponding amount. 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 has already been made to Seller for the Purchase Order in question, the Seller is required to repay to L3Harris the amount of the adjustment within thirty (30) days after receipt of Notice of such adjustment by Seller. Failure to repay said amount within thirty (30) days shall subject Seller to payment of interest based on the then prevailing legal interest rate.

c. The applicable Cost Account Standards clauses shall be inserted by the Seller in all negotiated lower-tier Purchase Orders exceeding seven hundred thousand dollars ($700,000) except for negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

51. DISCLOSURE OF INFORMATION

a. The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this Contract or any program related to this contract, unless:

1) The Contracting Officer has given prior written approval; or

2) The information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 60 days before the proposed date for release.

c. The Contractor agrees to include a similar requirement in each Subcontract under this Contract. Subcontractors shall submit requests for authorization to release through the Prime Contractor to the Contracting Officer.

52. CONTACTS WITH CUSTOMERS AND SUPPLIERS OF L3HARRIS

All contacts with customers and other vendors of L3Harris pertaining to work and services under this Purchase Order shall, unless otherwise expressly provided herein or otherwise authorized in writing by L3Harris, be through L3Harris. Excepted from this is contact with the Supplier’s Government audit and administrative personnel.

53. INFORMATION DISCLOSED

No information or knowledge, heretofore or hereinafter disclosed to L3Harris, in the performance of or in connection with this Purchase Order, shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing by L3Harris and so marked by the Seller.

54. NOTICES AND MODIFICATIONS

a. No notice, order, direction, determination, requirements, consent, approval, or ratification under this Purchase Order shall be of any effect unless signed by cognizant L3Harris Materiel or Subcontracts Department personnel.

b. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Purchase Order, and, except as otherwise herein provided, no
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charge may be made for any extra work or material unless the same has been ordered in writing by L3Harris in strict accordance with the provisions of Clause 4 hereof, entitled “Changes.”

55. DEBARRED/SUSPENDED CERTIFICATION

a. The Seller hereby certifies by acknowledgement or acceptance of this Order to the best of its knowledge and belief, that:

1) The Seller and/or any of its Principals

   a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

   b) Have not within a three-year period preceding this award, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

   c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

2) The Seller has not, within a three-year period preceding this award, had one or more contracts terminated for default by any Federal agency.

   a) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

   b) This certification is a material representation of fact. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to L3Harris, L3Harris may terminate the contract for default.

56 SUPPLEMENTAL TERMS

In addition to the General Provisions set forth above, certain special clauses may be applicable to this Purchase Order. These special clauses shall be included either by reference in the Order or by attachment to the General Provisions, or both, and will include any applicable patent and/or additional data rights clauses.