



**L3HARRIS TECHNOLOGIES, INC.
FOR THE IMS SEGMENT
GENERAL TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR THE PURCHASE OF
NON-COMMERCIAL ITEMS AND SERVICES UNDER A U.S. GOVERNMENT CONTRACT
(APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS)
IMS TC001**

SECTION 1 - ARTICLES APPLICABLE TO ALL ORDERS

1. DEFINITIONS:

- (a) all of its subsidiaries and affiliates.
- (b) make legally binding commitments on behalf of Buyer as designated on the Order.
- (c)
- (d)
- (e)
- (f)
- (g)
- (h) -tier contractor with a contract where the funding originates with the Government.



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



(d) If Seller becomes aware or suspects that it has furnished a Counterfeit Part to Buyer under the Order, Seller shall promptly notify Buyer of such no later than forty-eight (48) hours after discovery. Seller shall not invoice any Counterfeit Part or suspected Counterfeit Part. Any Counterfeit Part or suspected Counterfeit Part that has already been invoiced shall be deducted from the value Part to Seller. If Buyer chooses to return the Item or Part to Seller for Seller to remove the Counterfeit Part or suspected Counterfeit Part, Buyer requires Seller provide a counterfeit Part with a Part from an Original Manufacturer or a Buyer-approved Part that conforms to the requirements of the Order. Seller shall be liable for all costs related to (i) the investigation and traceability of any Counterfeit Part or suspected Counterfeit Part, (ii) the replacement of any

ng as to the nature of such conduct and its

(c) If any written change causes an increase or Procurement Representative and assert its claim for equitable adjustment in writing within thirty (30) calendar days after the written change is ordered or within such extension as Buyer may grant in writing. Buyer may, in its sole discretion, consider any such claim regardless of when asserted, except that no claim for equitable adjustment shall be allowed after final payment. Nothing thereof. Once asserted, an equitable adjustment to the Order price and/or delivery schedule may be made and the Parties may modify the Order in writing accordingly. Any equitable adjustment in price to which Seller may be entitled as a result of an increase in the quantity of Items or Services ordered shall not exceed the Funded Value (for cost type) or unit price established for such Items or Services herein. If the Parties are unable to agree upon an equitable adjustment, the matter will be resolved in accordance with the Governing Law and Disputes Article. Nothing contained herein, including failure of the Parties to agree upon any equitable adjustment, shall excuse any direct claim or cause of action against the Government.

9. WARRANTY:

(a) Seller represents and warrants that the Items and Services provided hereunder: (i) shall conform to the requirements of the Order, the applicable specifications, and, intended by Buyer, whether expressed or reasonably implied, and/or which is stated on any packaging, labeling, or advertising; (iv) shall be free from security interests, liens, or encumbrances and of good title; (v) will not infringe or otherwise violate the intellectual property rights of any third party, and (vi) are and when delivered to Buyer shall be free from viruses, spyware, and other similar harmful and destructive code designed to damage, destroy, reveal, or alter any software, hardware, or data, permit unauthorized access to any software or hardware, or disable any program automatically. Seller represents and warrants that for a period of eighteen (18) months after final acceptance by Buyer or twelve (12) months after final acceptance customer, whichever is later, the Items furnished hereunder shall be free from defects in material, workmanship, design, and fabrication. In the latent defect and notification of Seller thereof.

(b) Seller represents and warrants (i) its performance of the Order does not and will not violate or conflict with any agreement to which Seller is a party; (ii) there is no pending or threatened litigation that would have a material adverse impact on its performance under the Order, (iii) Seller or any of its officers or directors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and (iv) it will perform all Services in a professional and competent manner using properly qualified and trained personnel with the degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar services.

(c) ty Control and Non-Conformance) for non-conforming Items and Services. Seller shall follow the procedure set forth in Article 5(d) (Quality Control and Non Conformance). Any Items or Services corrected or replaced pursuant to this Warranty Article shall be subject to all provisions of this Warranty Article to the same extent as Items and Services initially delivered.

(d) The warranties set forth herein shall survive inspection, test, final acceptance, and payment of Items and Services. The appra t relieve Seller from any obligations under the warranties set forth in the Order. The warranties set forth in the Order ghts of Buyer, but shall be in addition to other rights of Buyer under law, equity, or the terms of the Order.

10. END OF LIFE AND SUPPORT:

(a) Seller shall notify Buyer in writing if any Items or any parts, subcomponents, components, assemblies, or subassemblies in the Items delivered hereunder, including -tiered subcontractors, are or are expected to be going out of production or will no longer be commercially available. Such notice shall: (i) be provided to Buyer at least twelve (12) mont given the circumstances, as soon as practically possible; and (ii) specifically identify the name and address of the supplier and the part by name, part number, function, and the location in the Item delivered. In such case, Seller shall make available to Buyer and hereby grants Buyer a royalty free license to use all drawings, specifications, data, and know- customer to manufacture or procure the Item, component, subassembly, or spare part.

(b) Seller shall support the Items purchased hereunder during the operational life of the Items or for a period of ten (10) years from the date of final shipment under the Ord



13. FURNISHED PROPERTY:

(a)



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

(e) Subject to paragraph (g) below, any invention constituting Foreground IP is hereby assigned to Buyer and Buyer shall own all right, title, and interest in such interest Seller has in any such invention to Buyer. Seller shall employees, also execute and assign any and all rights, titles, and interest in any such invention to Buyer. Seller shall, within two (2) months after conception or first actual reduction to practice of any invention constituting Foreground IP and prior to completion of the Order, disclose in writing to Buyer all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments, ights. Seller hereby irrevocably appoints Buyer

(d) Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Items and any raw material, as Seller has produced or acquired for the performance of the Order. Seller further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Except for situations where Seller is in violation of the U.S. Foreign Corrupt Practices Act as referenced in Article 27(f) (Foreign Corrupt Practices Act): (i) payment for completed Items delivered and accepted by Buyer shall be at the Order price; and (ii) payment for unfinished Items or Services, which have been delivered and accepted by Buyer and for the protection and preservation of property, shall be at a price determined in the same manner as provided in the Termination for Convenience Article, except that Seller shall not be entitled to profit. Buyer may withhold from Seller monies otherwise due Seller for completed Items and/or Materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against such Items and Materials.

(e) If Seller is terminated for default pursuant to this clause, Seller shall be liable to Buyer for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, and for any other damages, whether or not repurchase is effected.

20. CHANGE OF CONTROL:

assignment, license, or other disposition of all or substantially all of the assets of Seller, (ii) any consolidation or merger of Seller or its controlling affiliates, any dissolution of Seller or its controlling affiliates, or any reorganization of one or more of Seller or its controlling affiliates, or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, of Seller or its controlling affiliates in which the holders of all of the securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Seller or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the securities that may be entitled to vote for the election of any such member in such entity immediately following such n, lease,



maintain a record of its purchases under the Order and Buyer reserves the right to review such record not more often than every six (6) months to determine offset availability. Buyer shall have no rights to any other offset credits that may be generated by Seller in connection with the Order. Seller agrees to provide all reasonably necessary information in such form as may be required to enable BuTC



any situation in which an actual OCI or potential for an OCI exists, including without limitation, a relationship of any nature which may affect or which may reasonably . Failure to provide notice to Buyer is a material breach of the Order.

(c) As required by FAR 3.104, Seller certifies no person it uses to perform any Services herein has any legal restrictions as a result of Government service (*e.g.*, post-employment restrictions related to representing a company to the Government) that would prevent such person from reasonably performing the work contemplated in the Order.

30. CONFLICT MINERALS: By accepting these terms and conditions, Seller agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer, for



39. SURVIVABILITY: All of the provisions of the Order shall survive the termination (whether for convenience or default), suspension or completion of the Order unless they are clearly intended to apply only during the term of the Order.

40. ELECTRONIC TRANSMISSIONS: The Parties agree that if the Order is transmitted electronically, neither Party shall contest its validity, or any acknowledgment



SECTION 2 – FAR, DFARS, AND NFS CLAUSES FOR NON-COMMERCIAL ITEMS
APPLICABLE IF THE ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES

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

terms of the specific clause. These USG Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, including any parenthetical information regarding applicability and bracketed information regarding modifications to the USG Clauses. For certain USG Clauses, Buyer has provided parenthetical language describing the circumstances in which the USG Clauses apply to the Order. This parenthetical language may not encompass all situations where the USG Clauses apply, and Seller is responsible for confirming whether the USG Clauses are applicable to the Order.

The effective version of the USG Clauses shall be the version in effect as

Government Contract, in wh
Contract applies. The Parties hereby agree to amend this Section 2 (FAR, DFARS, and NFS Clauses) to include any additional or revised USG Clauses the performance of the Order. Seller shall flow down to its lower-tier subcontractors all applicable USG Clauses and any other requirements of the Order so to enable and ensure that Buyer and Seller comply with all applicable nment Contract.

In interpreting and applying USG Clauses flowed down to Seller, and as

equivalent phrases shall mean Buyer and/or the

the following circumstances:

-Furnished

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- in the Patent Rights clauses incorporated therein, if any;
- when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly authorized representative;
- when title to property is to be transferred directly to the Government;
- when access to proprietary financial information or other proprietary data is required, except as otherwise provided in the Order; and
- where specifically modified in the Order.

1. FAR CLAUSES FOR NON-COMMERCIAL ITEMS

The following FAR Clauses are hereby incorporated by reference, as applicable, and made a part of the Order:

- 52.202-1 Definitions (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-3 Gratuities (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-5 Covenant Against Contingent Fees (applies to Orders expected to exceed the simplified acquisition threshold)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (applies to Orders expected to exceed the simplified acquisition threshold)

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- 52.216-16 Incentive Price Revision Firm Target (applies when a fixed-price incentive (firm target) Order is contemplated)
- 52.216-17 Incentive Price Revision Successive Targets (applies when a fixed-price incentive (successive targets) Order is contemplated)
- 52.216-25 Contract Definitization (applies if the Order is for an
-to



- 52.225-8 Duty Free Entry (applies if the Order is for supplies that may be imported into the U.S. for which duty free entry may be obtained)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-26 Contractors

252.222-7000 Restrictions on Employment of Personnel (applies to construction and service contracts to be performed in whole or in part within a noncontiguous State, when the unemployment rate in the noncontiguous State is in excess of



SECTION 3 – FAA AMS CLAUSES FOR NON-COMMERCIAL ITEMS
APPLICABLE IF THE ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES

- 3.6.2-24 Affirmative Action Compliance Requirements for Construction (applicable to Orders over \$10,000)
- 3.6.2-28 Service Contract Act of 1965, as Amended (applicable to Orders over \$10,000 subject to the Service Contract Labor Standards Act)
- 3.6.2-32 SCA Minimum Wages and Fringe Benefits (applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA))
- 3.6.2-35 Prevention of Sexual Harassment (applicable to Orders where the work will be performed at an FAA work location)
- 3.6.2-39 Trafficking in Persons
- 3.6.2-41 Employment Eligibility Verification (applicable to Orders over \$3,000)
- 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (applicable to Orders over \$10,000)
- 3.6.3-3 Hazardous Material Identification and Material Safety Data (applicable to Orders that require the delivery of hazardous material)
- 3.6.3-6 Notice of Radioactive Materials (applicable to Orders that involve the use or handling of radioactive material)
- 3.6.3-7 Waste Reduction and Pollution Prevention (applicable to

- 3.11-65 Submission of Commercial Transportation Bills to the General Services Administration for Audit
- 3.11-66 Cargo Insurance (applicable to Orders for transportation or transportation-related services)
- 3.11-69 Report of Shipment (RESHIP) (applicable to Orders when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations or civilian agency facilities)
- 3.13-1 Approval of Contract (applicable to Orders that require access to information that is classified as confidential, secret, or top secret)
- 3.13-5 Seat Belt Use by Contractor Employees
- 3.13-13 Contractor Policy to Ban Text Message While Driving (applicable to Orders over \$150,000)