

The following clauses are incorporated by reference to the extent indicated below. These clauses set forth Seller's minimum obligations and do not diminish any Seller obligations set forth elsewhere in the Subcontract. For purposes of this introductory paragraph and the headings below, the term Subcontract shall include any agreement between ASRC Federal and Seller, to include Subcontracts, Task Orders, Purchase Orders, Basic Ordering Agreements and Orders. The effective version of each clause shall be the version that applies to ASRC Federal under its prime contract or higher-tier subcontract. In all cases, the clauses shall be interpreted to apply to Seller as necessary to reflect the position of Seller as a subcontractor to ASRC Federal, to ensure Seller's obligations to ASRC Federal, and to enable ASRC Federal to meet its obligations to its customer. Without limiting the foregoing: (1) unless the context of the clause or applicable law requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean the Subcontract as that term is defined above, the term "Subcontractor" shall mean Seller's subcontractor, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean ASRC Federal and ASRC Federal's Contractual Representative, respectively; (2) the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property is to be transferred directly to the Government; and (3) where a clause specifies the number of days in which Seller must act, that number shall be reduced by half. Seller shall include any applicable clauses in their subcontracts with lower-tier suppliers to the extent specified in the clauses.

SUBPART A

The following Federal Acquisition Regulation ("FAR") clauses are incorporated by reference:

Applicable to All Subcontracts

Applicable to All Subcontracts			
52.203-3	Gratuities		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment		
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (paragraph (d) only)		
52.219-8	Utilization of Small Business Concerns		
52.222-21	Prohibition of Segregated Facilities		
52.222-26	Equal Opportunity		
52.222-50	Combating Trafficking in Persons		
52.225-13	Restrictions on Certain Foreign Purchases		
52.227-14	Rights in Data – General with Alternates II, III, and V (unless another data rights clause is identified as replacing this clause)		
52.233-3	Protest After Award		
52.242-15	Stop Work Order		
52.244-6	Subcontracts for Commercial Products and Commercial Services		
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels		

Applicable to Subcontracts Over \$3,500

52.222-54 Employment Eligibility Verification

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

Applicable to Subcontracts Over \$10,000

52.222-40 Notification of Employee Rights Under the National Labor

Applicable to Subcontracts Over \$15,000

52.222-36 Equal Employment for Workers with Disabilities

Applicable to Subcontracts Over \$35,000

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

Applicable to Subcontracts Over \$150,000

- 52.203-7 Anti-Kickback Procedures (excluding (c)(1))
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans

Applicable to Subcontracts Over the Simplified Acquisition Threshold

- 52.203-6 Restrictions on Subcontractor Sales to the Government with Alternate I
- 52.203-16 Preventing Personal Conflicts of Interest (if Subcontract includes acquisition functions closely associated with inherently governmental functions)

Applicable to Subcontracts Over \$6,000,000

52.203-13 Contractor Code of Business Ethics and Conduct

Applicable Only to the Extent Indicated

- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if Subcontract is funded in whole or in part with Recovery Act funds)
- 52.204-2 Security Requirements (if Subcontract involves access to classified information)
- 52.204-9 Personal Identity Verification of Contractor Personnel (if Seller has access to Government facilities or systems)
- 52.204-21 Basic Safeguarding of Covered Contractor Information System (is Seller may have Federal contract information, as defined in the clause, residing in or transiting through its information system)
- 52.211-15 Defense Priority and Allocation Requirements (applies if the Subcontract is a rated order under subject to 15 C.F.R. 700)
- 52.222-41 Service Contract Labor Standards (if Subcontract is subject to the Service Contract Labor Standards statute)
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (if services meet all requirements for exemption)
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (if services meet all requirements for exemption)
- 52.222-55 Minimum Wages Under Executive Order 13658 (if Subcontract is subject to Service Contract Labor Standards statute)

Applicable to Subcontracts Over the Micro-Purchase Threshold



5 I	Paid Sick Leave Under Executive Order 13706 (if Subcontract is	□ 52.225-5	Trade Agreements
	subject to the Service Contract Act, Davis-Bacon Act, or the Fair Labor Standards Act, but only to the extent work is performed in the United States)	□ 52.227-14	Rights in Data – General with Alternate I (applies in addition to basic clause and Alternates identified above)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (if Subcontract is for products or services	□ 52.227-17	Rights in Data – Special Works (replaces 52.227-14 and -19 if checked, unless otherwise noted)
52.223-12	specified in FAR 23.804(a)) 3-12 Maintenance, Service, Repair, or Disposal of Refrigeration		Rights in Data – Existing Works (replaces 52.227-14 and - 19 if checked, unless otherwise noted)
	Equipment and Air Conditioners (if work includes maintenance, repair, or disposal of refrigeration equipment or air conditioners)	□ 52.227-19	Commercial Computer Software – Restricted Rights (applies to commercial computer software developed exclusively at private expense)
52.223-20	Aerosols (if Subcontract is for products that contain a propellant or solvent or involves maintenance or repair of electronic or mechanical devices)		
52.223-21	Foams (if Subcontract is for products that contain a foam blowing agent)		SUBPART B - DFARS CLAUSES
52.224-2	Privacy Act (if Subcontract involves system of records on individuals subject to the Privacy Act)	☑ If this box is checked or if ASRC Federal's contract is otherwise with or in support of a Department of Defense customer, the following Defense Federal Acquisition Regulation Supplement ("DFARS") clauses are incorporated by reference in addition to the FAR clauses	
52.225-26	Contractors Performing Private Security Functions Outside the United States (if Subcontract meets the requirements in paragraph (f) of the clause)		
52.226-6	Promoting Excess Food Donation (if Subcontract exceeds \$30,000 and involves provision, service, or sale of food)	in Subpa	rt A:
52.227-10	Filing of Patent Applications – Classified Subject Matter (if work or patent application may cover classified matters)		All Subcontracts
52.227-11	Patent Rights – Ownership by the Contractor (if Subcontract		Requirement to Inform Employees of Whistleblower Rights Disclosure of Information
	includes experimental, developmental, or research work and no other Patent Rights clause is specified)		Antiterrorism Awareness Training for Contractors (if Subcontract performance requires routine physical access
52.232-39	Unenforceability of Unauthorized Obligations (if Subcontract references a Seller End User License Agreement)	050 004 704 4	to Federally-controlled facility or military installation)
52.232-40	Providing Accelerated Payments to Small Business Concerns (if Seller is a small business and ASRC Federal receives accelerated payments under its contract)		Limitations on the Use or Disclosure of Information by Litigation Support Contractors (if Subcontract involves litigation support services)
52.237-2	Protection of Government Buildings, Equipment and Vegetation		Disclosure of Information to Litigation Support Contractors
52.237-3	(if work is performed at a Government facility)	252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
52.237-3	Continuity of Services (if Subcontract includes services) Privacy or Security Safeguards (if Subcontract involves design,	252.223-7008	Prohibition of Hexavalent Chromium
02.200 1	development, or operation of a system of records)		Preference for Certain Domestic Commodities
52.245-1	Government Property with Alternate I (if Subcontract involves		Export Controlled Items
access to Government property) Applicable if Checked		252.227-7013	Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14 unless another data rights clause is identified as replacing this clause; Alternate I applies if Subcontract involves vessel design)
□ 52.223-2	L3 Acquisition of EPEAT-Registered Imaging Equipment ☐ Alternate I	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies
□ 52.223-2	L4 Acquisition of EPEAT-Registered Televisions ☐ Alternate I		in lieu of FAR 52.227-14 unless another data rights clause is identified as replacing this clause)
⊠ 52.223-2	L5 Energy Efficiency in Energy-Consuming Products	252.227-7015	Technical Data - Commercial Items (applies if checked to technical data pertaining to commercial item, components,
□ 52.223-2	L6 Acquisition of EPEAT-Registered Personal Computer Products		or processes developed exclusively at private expense; Alternate I applies if Subcontract involves vessel design)
	☐ Alternate I	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
□ 52.223-1	 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts 	252.225-7056	Prohibition Regarding Business Operations with the Maduro
⊠ 52.224-3	Privacy Training	252.225-7060	Regime Prohibition on Certain Procurements from the Xinjiang
□ 52.225-1	Buy American Act – Supplies		Uyghur Autonomous Region
□ 52.225-3	Buy American-Free Trade Agreements-Israel Trade Act ☐ Alternate I ☐ Alternate II	252,227-7019	Validation of Asserted Restrictions – Computer Software
	☐ Alternate III		Validation of Restrictive Markings on Technical Data



252.225-7025	Restriction on Acquisition of Forgings (if Subcontract is for forging items or items that contain forging items)	Applicable if	Checked
252.225-7019	photovoltaic devices) Restriction on Acquisition of Anchor and Mooring Chain (if Subcontract is for items containing welded shipboard anchor or mooring chain four inches or less in diameter)	252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (if Seller is a motor carrier, broker, or freight forwarder)
	Restrictions on Acquisition of Hand or Measuring Tools (if Subcontract includes hand or measuring tools) Photovoltaic Devices (if Subcontract provides for delivery of	202.240-1008	parts or assemblies containing electronic parts, unless the Seller is the original manufacturer)
	Restrictions on Acquisition of Supercomputers (if Subcontract involves delivery of supercomputers) Restrictions on Acquisition of Hand or Macquisition of Hand or Macquisitio	252.246-7008	Avoidance Systems (if Subcontract includes electronic parts or assemblies containing electronic parts) Sources of Electronic Parts (if Seller is supplying electronic
	Commercial Derivative Military Article - Specialty Metal Compliance Certificate (if work contains specialty metals)	252.246-7007	
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (if work contains specialty metals)	252.246-7003	services)
252.225-7007	Prohibition on Acquisition of U.S. Munitions List Items from Communist Chinese Military Companies (if Seller is supplying items on the U.S. Munitions List)		(if Subcontract involves information assurance functions as described in DoD 8570.01-M) Cloud Computing Services (if Subcontract involves cloud
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (if Subcontract involves arms, ammunition, or explosives)	252.239-7000	Subcontract involves information technology that requires protection against compromising emanations)
252.223-7003	Change in Place of Performance – Ammunition and Explosives (if Subcontract involves ammunition, explosives, or propellants)	252.237-7019 252.239-7000	(if Subcontract requires interaction with detainees)
202.223-1002	Safety Precautions for Ammunition and Explosives (if Subcontract involves ammunition, explosives, or propellants)	252.237-7010	Prohibition on Interrogation of Detainees (applies to Subcontracts for services)
	Hazard Warning Labels (if Subcontract requires delivery of hazardous materials) Sofety Progettions for Ammunition and Explosives (if		producing, constructing, testing, or operating a device requiring frequency authorization; Alternate I may apply at ASRC Federal's discretion)
252.211-7007	Reporting of Government-Furnished Property (if Subcontract involves access to Government property; Subcontractor to report through ASRC Federal)	252.235-7003	business and ASRC Federal receives accelerated payments under its contract) Frequency Authorization (if Subcontract requires developing,
252.211-7003	Item Unique Identification and Valuation (if Subcontract includes requirement for unique item identification)	252.232-7017	
252.204-7009	Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (if Subcontract involves support for safeguarding covered defense information or cyber incident reporting)	252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (if Subcontract involves manufacture, modification, overhaul, or repair of aircraft, missiles, space launch vehicles, or components)
Applicable On	ly to the Extent Indicated	252.227-7039	Patents - Reporting of Subject Inventions (applies if Subcontract includes FAR 52.227-11)
	Subcontracts Over \$6,000,000 Agency Office of the Inspector General	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (applies in lieu of FAR 52.227-11 if Subcontractor is a large business)
	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns		and Tungsten (if Subcontract is for items containing a covered material unless an exception applies in accordance with the clause)
Applicable to Subcontracts Over \$500,000		252.225-7052	Forces deployed outside the U.S.) Restriction on the Acquisition of Certain Magnets, Tantalum
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the U.S. (if supporting Armed
252.249-7002	Notification of Anticipated Contract Termination or Reduction	252.225-7038	'
FAR 52.247-64) Applicable to Subcontracts Over \$150,000		252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (if Subcontract involves acquisition of carbon, alloy, or armor steel plate)
	Transportation of Supplies by Sea - Basic (applies in lieu of	232.223-1026	(if Subcontract involves purchase of supplies for international military training or Foreign Military Sales)
252 244-7000	Subcontracts for Commercial Items	252 225-7028	Exclusionary Policies and Practices of Foreign Governments

 □ 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Seller shall comply with additional



cyber security requirements in the terms and conditions		Applicable Only to the Extent Indicated		
	to the extent applicable)	552.204-9	Personal Identity Verification (if Subcontract requires	
☐ 252.204-7020	·		access to a GSA facility or information system)	
□ 252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	552.223-70	Hazardous Substances (if Subcontract includes packaged items subject to the Federal Hazardous Substances Act and the Hazardous Materials Transportation Act)	
□ 252.211-7006	Passive Radio Frequency Identification	552.223-71	Nonconforming Hazardous Materials (is Subcontract	
□ 252.225-7001	5-7001 Buy American and Balance of Payments Program Alternate I		includes supplies that contain hazardous materials) Unenforceability of Unauthorized Obligations (if	
□ 252.225-7008	Restriction on Acquisition of Specialty Metals	552.232-39	Subcontract references a Seller commercial supplier	
□ 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	552.223-73	agreement) Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments (if	
⊠ 252.225-7021	Trade Agreements ☐ Alternate II		Subcontract is for packaged items containing hazardous materials)	
□ 252.225-7026	Acquisition Restricted to Products or Services from Afghanistan	552.237-71	Qualifications of Employees (if Subcontract includes Building services as defined in GSAR 537.101)	
☐ 252.225-7036	Payments Program	552.239-71	Security Requirements for Unclassified Information Technology Resources (if Subcontract meets conditions in paragraph (a) of clause)	
	☐ Alternate I ☐ Alternate II ☐ Alternate III ☐ Alternate IV			
	□ Alternate V	Applicable if Checked		
□ 252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the U.S. (if Subcontract involves performance or travel outside the U.S.)	□ 552.237-7	3 Restriction on Disclosure of Information	
			SUBPART D - HSAR CLAUSES	
	In accordance with (d) of the clause, information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [insert information].	otherwis	ox is checked or ASRC Federal's contract is se with or in support of the Department of and Security ("DHS"), the following DHS	
□ 252.227-7020	Rights in Special Works (replaces 252.227-7013, - 7014, and -7015 if checked, unless otherwise stated)	Acquisition Regulation ("HSAR") clauses are incorporated by reference in addition to the FAR clauses in Subpart A:		
□ 252.227-7021	7013, -7014, and -7015 if checked, unless otherwise			
□ 050 046 700 <i>4</i>	stated)		All Subcontracts	
□ 252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	3052.204-71	Contractor Employee Access (Alternate I applies if Subcontract involves access to DHS information technology resources)	
SUBPART C - GSAR CLAUSES		3052.205-70	Advertisements, Publicizing Awards, and Releases (Alternate I applies unless otherwise specified)	
	is checked or if ASRC Federal's contract is with or in support of the General Services	3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	
	tion ("GSA"), the following GSA Acquisition ("GSAR") clauses are incorporated by	3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	
reference i	n addition to the FAR clauses in Subpart A:	Applicable Only to the Extent Indicated		
Applicable to Al	I Subcontracts	3052.203-70	Instructions for Contractor Disclosures of Violations (if Subcontract exceeds \$6,000,000)	
	lestriction on Advertising commercial Supplier Agreements – Unenforceable Clauses	3052.225-70	Requirement for Use of Certain Domestic Commodities (if Subcontractor is providing items identified in clause)	
ag As	Seller acknowledges that any commercial supplier agreement to be passed on to the Government through ASRC Federal shall be subject to the limitations and requirements of this clause)	3052.228-70	Insurance (if Subcontract requires work on a Government installation)	
		3052.236-70	Special Precautions for Work at Operating Airports (if Subcontract includes work at an operating airport)	
Applicable to Subcontracts Over the Simplified Acquisition		Applicable if	Checked	
Threshold 552.215-70 E	xamination of Records by GSA	□ 3052.209-	72 Organizational Conflict of Interest	
201.110.0				



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	In accordance with (a) of the clause, the nature of the conflict of interest and the limitation on future contracting is [insert description].	1852.227-86	Commercial Computer Software License (replaces 52.227-19 and 1852.227-19 for commercial computer developed exclusively at private expense if the parties have agreed to incorporate Seller's standard commercial license into the	
□ 3052.217-9	Inspection and Manner of Doing Work (USCG)		Subcontract)	
□ 3052.217-9	☐ 3052.217-95 Liability and Insurance (USCG)		Government-Furnished Computer Software and Related Technical Data (if Seller has access to "Government-furnished computer software" or related technical data as defined in the clause)	
☐ 3052.217-96 Title (USCG)				
☐ 3052.223-90 Accident and Fire Reporting (USCG)		1852.228-76	Cross-Waiver of Liability for International Space Station Activities (if Subcontract supports "Protected Space Operations," as defined in the clause, relating to the International Space Station)	
☐ 3052.228-90 Notification of Miller Act Payment Bond Protection (request contact information for surety from ASRC Federal)				
SUBPART E - NFS CLAUSES		1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (if Subcontract supports "Protected Space Operations" as	
\Box If this bo	x is checked or if ASRC Federal's contract is		defined in the clause)	
otherwise with or in support of the National Aeronautics and Space Administration ("NASA"), the following NASA FAR Supplement ("NFS") clauses are incorporated by reference in addition to the FAR clauses in Subpart A:		1852.242-71	Travel Outside of the U.S. (if Subcontract requires travel outside the U.S. that will be charged directly to the Subcontract)	
		1852.242-72	Denied Access to NASA Facilities (if Subcontract involves access to NASA facilities)	
Applicable to All Subcontracts		1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors (if Seller will possess NASA property; delete paragraph (b); reports shall be submitted to ASRC Federal)	
1852.203-71 1852.204-76	Requirement to Inform Employees of Whistleblower Rights Security Requirements for Unclassified Information Technology Resources	1852.245-74	Identification and Marking of Government Equipment (if Subcontract requires delivery of equipment)	
1852.225-70	Technology Resources Export Licenses	1852.246-73	Human Space Flight Item (if Subcontract involves hardware or equipment for human space flight)	
1852.227-14	Rights in Data – General (modifies FAR 52.227-14)	1852.247-71	Protection of the Florida Manatee (if Seller performs work	
1852.237-72	Access to Sensitive Information		within the Kennedy Space Center waterways)	
1852.237-73	Release of Sensitive Information	Applicable if Checked		
1852.242-73 1852.245-72	NASA Contractor Financial Management Reporting	• •		
1632.243-72	Liability for Government Property Furnished for Repair or Other Services	□ 1852.211-70	O Packaging, Handling, and Transportation	
Applicable to	Subcontracts Over \$100,000			
1852.244-70	Geographic Participation in the Aerospace Program			
Applicable to Threshold	Subcontracts Over the Simplified Acquisition			
1852.223-70	Safety and Health Measures and Mishap Reporting (if Subcontractor includes work at Government facilities)			
Applicable Or	nly to the Extent Indicated			
1852.208-81	Restrictions on Printing and Duplicating (if Subcontract includes any printing, duplicating, or copying in excess of the limits in paragraph (c))			
1852.223-71	Authorization for Radio Frequency Use (if Subcontract involves developing, producing, constructing, testing, or operating a device requiring radio frequency authorization)			
1852.227-11	Patent Rights – Ownership by the Contractor (if Subcontract includes experimental, developmental, or research work and Seller is a small business or nonprofit organization)			
4050 005 45				

Rights in Data - Special Works (if Subcontract includes

Commercial Computer Software - Restricted Rights (if

52.227-17)

Subcontract includes 52.227-19)

1852.227-17

1852.227-19