



a.i. solutions
Terms and Conditions of Purchase
General Provisions Applicable to all Purchase Orders

- 1. Definitions.** As used in this Purchase Order, the below terms shall have the following meanings: (a) "Purchase Order" refers to this contractual instrument; (a) "Buyer" means a.i. solutions, Inc.; (b) "Seller" means the legal entity that has entered into this Order with the Buyer; (c) "Government" means the Government of the United States.
- 2. Acceptance of Purchase Order.** This Purchase Order supersedes all previous written or verbal representations and agreements between the parties with respect to the subject matter hereof and becomes a binding agreement, subject to the specific terms and conditions stated herein, upon Seller's acceptance by acknowledgement or commencement of work. This Purchase Order contains the entire agreement of the parties and expressly limits acceptance to the terms and conditions stated. Any terms or conditions proposed by the Seller inconsistent with or in addition to the terms and conditions hereof are objected to and void unless agreed to in writing by the Buyer.
- 3. Assignment/Subcontracting.** Seller shall not assign this Purchase Order, or any rights, interest or payments, or the performance of any of its duties under this order without prior written consent of Buyer. Except for standard commercial items, raw material, or other supplies identified in Seller's proposal as procured from others, Seller shall not subcontract the complete or any substantial portion of the work without the prior written consent of Buyer. Any attempted or purported assignment/subcontracting by Seller without Buyer's prior written consent shall be void and not binding upon Buyer.
- 4. Insurance.** NOTE: this requirement is identified by each respective contract. If a requirement under the contract, incorporate the relevant language.
- 5. Permits, Fees, and Licenses.** Except as may be otherwise provided in this order, Seller shall obtain and pay for all permits, fees, and licenses required for the work at no additional charges to Buyer.
- 6. Performance/Payment Bonds.** The proper and timely submission of any performance and payment bonds required hereunder is a material condition for award/performance of this order. Seller is not authorized to proceed with the work unless all required bonds have been obtained and are acceptable to Buyer.
- 7. Work on Buyer's or Buyer's Customer's Premises.** If this order requires Seller to perform work on Buyer's or Buyer's Customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Buyer's or its customer's fault or negligence, Seller agrees to indemnify Buyer and its customer against all loss or liability resulting from any act or omission of Seller, its employees, agents, or Sellers. Except as otherwise specified herein, the Seller shall furnish all materials, tools, and equipment required for the work to be performed. The Seller shall provide direct supervision of its own employees and shall exercise control of its supplier's employees. The Seller will notify the Buyer of the supervisor to serve as point of contact for each premise. Performance of work on Buyer/Buyer's customer premises shall be confined to the area(s) specified by the Buyer/Buyer's customer. Work areas must be maintained in a safe and orderly condition to avoid any hazard to facility or facility personnel. All debris will be removed from the facility on a daily basis. Unless otherwise provided for, material, equipment, and tools left on-site are stored at the Seller's risk. Any area disturbed/damaged shall be restored/repared to its original condition. Where any work under this Purchase Order requires access to classified material or secured facilities by Seller personnel, the Seller shall comply with all pertinent Government/Buyer security regulations. Such instructions pertaining to the issuance and return of security badges and vehicle passes may be obtained at the facility Security Office. If applicable hereto, site preparation specifications shall be furnished in writing by the Seller at least sixty (60) days before the scheduled installation date. Unless otherwise provided, the Buyer will prepare the site at its expenses in accordance with the site preparation specifications furnished by the Seller. If so requested the Seller shall inspect the site upon receipt of notice from the Buyer that the site preparation is completed. If, in the opinion of the Seller, the site is not properly prepared, the Seller shall notify the Buyer of the site preparation deficiencies and the corrective action required. Any alterations of modifications in site preparation which are attributable to incomplete or erroneous specifications provided by the Seller, which involve additional cost to the Buyer, shall be made at the expense of the Seller.
- 8. Seller Contacts with Buyer's Customer and Other Suppliers.** If Seller is a subcontractor to Buyer under a Buyer prime contract, Buyer shall be responsible for all liaison and communications with Buyer's customer and Buyer's other suppliers for the term of this Purchase Order. Seller shall not communicate with Buyer's customer or Buyer's other suppliers regarding this Purchase Order unless authorized to do so by Buyer.
- 9. Property and Information.** In the event that Seller is furnished property/information for use in connection with this Purchase Order, Seller shall establish property management procedures to control, protect, preserve and maintain all such property/information. If, in connection with the performance of this purchase order, any property, such as drawings, specifications, data and the like, furnished to Seller for performance of the work shall remain the property of Buyer or when applicable Buyer's customer, shall be considered private and confidential Buyer information, or when applicable private and confidential Buyer's customer information, and shall not be given to others not having a need-to-know or used by Seller for its own purposes. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc., that Seller makes or buys from others for producing the supplies/services and charged to this Purchase Order, shall become Buyer or when applicable Buyer's customer property immediately upon manufacture or procurement. When practical, all such Buyer or when applicable Buyer's customer property shall be marked as belonging to Buyer or when appropriate Buyer's customer, shall be held by Seller on consignment at Seller's risk, and shall be used exclusively to perform the work requirements of this Purchase Order. Upon completion, all furnished property shall be returned to the Buyer in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work.

10. Completeness of Supplies. Seller furnished supplies shall be complete and operable in all respects, including cables, interconnections, housings, power supplies, etc., as required), capable of performing in accordance with Seller's represented equipment performance characteristics and meeting the technical requirements hereof. If interfacing of Seller furnished supplies with equipment furnished by others is required hereunder, the Seller shall be responsible for designing his equipment to properly interface with the Buyer's/Buyer's Customer's/other Seller's equipment and Seller has the responsibility for obtaining the necessary documentation to define and establish such interface through the Buyer.

11. Unauthorized Changes to Supplies/Services. Upon Buyer's approval of Seller's drawings, designs, specifications, etc., Seller shall make no changes affecting form, fit, or function of the supplies without Buyer's prior written approval. Any approvals by Buyer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with this Purchase order requirements.

12. Substitutions of Supplies/Services. Prior to the Seller's substitution of supplies and/or services, to include personnel assigned by the Seller to perform the services herein, the Seller must obtain written authorization from Buyer. Authorization to substitute granted by Buyer will not convey nor constitute authorization to substitute in any subsequent occurrence(s).

13. Proprietary Information and Data of Buyer/Seller. Any information or knowledge either party discloses regarding this Purchase Order shall not be deemed confidential or proprietary unless expressly agreed upon by the parties in writing, clearly identified as proprietary information, and delivered to the duly designated individual. Any such unpatented information or knowledge shall be acquired by Buyer free of any restrictions. Each party hereto agrees not to disclose such proprietary information to unauthorized parties. Neither party shall be liable, however, for the inadvertent or accidental disclosure of such information, marked as proprietary information as provided above, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party shall not use proprietary information of the other for any purpose other than as is required for the performance of this Purchase Order. The receiving party assumes no responsibility for the release of proprietary information by the Government to the general public pursuant to the Freedom of Information Act, as amended, or any other similar statute or regulation.

14. Packaging and Packing. Seller shall be responsible for properly packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice. No additional charge will be allowed for packing and packaging unless specifically agree to in writing. Seller shall label each package with the corresponding Purchase Order number. Seller shall prepare an itemized packing list bearing this Purchase Order number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in or on the shipping container.

15. Notice of Labor Disputes. When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such disputes or other condition. Seller shall insert the essence of this provision in all subcontracts issued hereunder.

16. Delivery. Seller agrees that time is of the essence in the performance of this Purchase Order. Deliveries shall be strictly in accordance with the order delivery schedule. Buyer reserves the right to refuse or return, at Seller's expense, any excess shipments or deliveries made in advance of the order schedule. Invoices for early deliveries, when accepted, may be deferred until the scheduled delivery date. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond the Seller's and, when applicable, Seller's subcontractors' control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to the Seller's or its Sellers failure, and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.

17. Quantity. It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expenses.

18. Title and Risk of Loss. Unless otherwise provided in this Purchase Order, the F.O.B. point shall be the delivery destination indicated in this order, and title to the supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession. If the F.O.B. point is designated as the Seller's location, then title and risk of loss or damage to the supplies shall pass to Buyer upon Seller's delivery of the supplies to the carrier.

19. Inspection and Test. Buyer and its customer may inspect and/or test materials, work in progress, and completed supplies at all reasonable times and places during performance of the work and prior to shipment. Rejected supplies or services shall be corrected or replaced. Rejected services shall be performed in an acceptable manner. If inspection and test are made on Seller's premises, Seller shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of the inspectors performing these duties. Inspections and test shall be performed in such a manner as not to unduly delay work in progress. Unless otherwise agreed in writing, all supplies and services furnished under this Purchase Order are subject to Buyer's inspection and acceptance or rejection at destination, notwithstanding any previous Buyer or its customer's source inspection or test. Inspection/test at source or at destination shall not relieve Seller of its responsibility to furnish the supplies/services in strict conformance with this Purchase Order's requirements. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer. Seller shall furnish Buyer the records of inspection/test for supplies and services furnished hereunder at any time during the warranty period upon Buyer's request.

20. Warranty of Supplies/Services. Seller warrants that all supplies/services furnished under this Purchase Order shall conform to the Buyer's drawings, specifications, or other description and will be of good material and workmanship and free of defects. Seller further warrants that the supplies/services will meet Seller's published specifications and standards, will be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time within twelve (12) months after delivery to Buyer, be rejected and returned to Seller, at Seller's expense, for correction or replacement. If Seller does not promptly correct or replace same, Buyer may correct or replace the nonconforming supplies/services at Seller's expense. The foregoing warranties are in addition to all other warranties expressed or implied by law including incidental or consequential damages. The Seller agrees to correct all latent defects found in any supplies furnished hereunder for a period of not less than one (1) year following installation at final destination.

21. Cessation of Production. If Seller plans to permanently discontinue production of any of the supplies, parts, support services, etc., provided to Buyer hereunder at any time during the useful life of the equipment, Seller shall give Buyer at least six (6) months advance written notification of such discontinuance and, during this time, agrees to accept Buyer's orders for such items.

22. Patent, Copyright, and Trademark Indemnity. Seller agrees to indemnify, defend, and hold harmless Buyer, its customer, and those for whom Buyer may act as agent, from any costs, expenses, damages, or liability that Buyer may incur as a result of any proceedings charging infringement of any patent, copyright, or trademark by reason of sale of use of any supplies/services/data furnished by Seller. Seller shall have no liability regarding alleged patent infringement for supplies furnished to Buyer in accordance with Buyer's design specifications.

23. Changes to Terms & Conditions. The most current version of this agreement is posted on the a.i. solutions website (www.ai-solutions.com) and it is the Supplier's responsibility to access the most current version for reference.

24. Changes. Buyer may, at any time, in writing, make changes to this order. If any such changes causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and this Purchase Order so modified. Seller shall submit any claim for adjustment to Buyer within twenty (20) days following receipt of Buyer's written Change Order. Failure of the parties to agree to an adjustment shall be considered a dispute under Disputes clause hereof; however, pending resolution of any dispute, Seller shall immediately proceed with the work as changed.

25. Changes to Purchase Order. No verbal or written request, notice, authorization, direction or order received by the Seller shall be binding upon Buyer, or serve as the basis for a change in this Purchase Order, unless issued (or confirmed) in writing by Buyer's Procurement Department. The Seller shall immediately notify Buyer's Procurement Department whenever a verbal or written change notification has been received from an employee of Buyer or Buyer's customer personnel which would affect any of the terms, conditions, cost, schedules, etc. of this Purchase Order, and the Seller is to perform no work or make any changes in response to any such notification or make any claim on Buyer unless Buyer's Procurement Department directs the Seller, in writing, to implement such changes.

26. Stop-Work Order. Buyer may, at any time, by written notice to Seller, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional cost allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall make an equitable adjustment in this Purchase Order delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within thirty (30) days after the end of the work stoppage, if applicable.

27. Certification of Independent Price Determination. Seller certifies that the price(s) invoiced were arrived at independently, without consultation, communication, or agreement with any others for the purpose of restricting competition, and that Seller has not and will not knowingly disclose the price(s), directly or indirectly, to others.

28. No Extra Charges. The total price payable to Seller hereunder for supplies/services furnished in accordance with the procurement requirements shall be stated in this Purchase Order. The price shall not be increase to cover any future Seller price increases and shall be inclusive of packing, packaging, and cartage, premium transportation charges, reusable containers, service or carrying charges, permits, fees, and licenses, or any other charges whatsoever unless specifically agreed to in writing by Buyer.

29. Transportation Charges. No insurance or premium transportation costs will be allowed unless authorized by Buyer. Risk or loss, regardless of cause, is Seller's responsibility until the supplies/services/data are delivered. If Seller is delinquent, Buyer may require shipment by the fastest means available, and any premium transportation charges therefore shall be Seller's responsibility.

30. Payment Terms. Unless otherwise specified in this Purchase Order, terms of payment are "Net 30 days", or as stated in the body of this Purchase Order. If a discount for prompt payment of Seller's invoice is allowed, payment shall be made within the allowable period to qualify for such discount. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's invoice; and (b) delivery of acceptable supplies or performance of satisfactory services.

The invoice shall contain this Purchase Order number, description of supplies/services furnished, quantity, unit prices, and total price. Payment of invoices may be delayed pending correction of any errors or omissions.

31. Taxes. The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in this Purchase Order.

32. Setoff. Buyer shall have the right at all times to setoff any amount due or payable to Seller hereunder against any claim or charge Buyer may have against Seller.

33. Relationship of the Parties. Seller acts as an independent contractor and not as Buyer's agent or employee in carrying out the requirements of this Purchase Order.

34. Termination for Convenience. Buyer reserves the right, at any time, in its own best interest, and without liability, to terminate this order in whole or in part, by written notice or termination for convenience to Seller. If this order is so terminated, then, within thirty (30) days following Seller's receipt of the termination notice, Seller shall submit a claim for equitable adjustment, if applicable. If the termination involves only services, Buyer shall be obligated to pay only for services performed before the termination date. Seller shall provide Buyer any supporting information necessary to document the reasonableness of Seller's termination for convenience claim.

35. Insolvency. If Seller ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or Seller makes an assignment for the benefit of creditors, Buyer may terminate this order, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the order. In the event of Seller's insolvency, Buyer shall have the right to procure the balance of this order from others without liability.

36. Termination for Default. Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Seller: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions. Buyer's right to terminate for default may be exercised if Seller does not cure the failure within ten (10) days after receiving Buyer's notice of such failure. If Buyer terminates this order in whole or in part, Buyer may purchase similar supplies or services from others and Seller shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Seller shall continue the work not terminated. Seller shall not be liable for any additional costs if failure to perform arises from causes beyond the Seller's or Seller's subcontractors control and without fault or negligence of either of them; provided, however, that the supplies/services to be furnished by Seller's subcontractor (at any tier) were not obtainable from others in time for the Seller to meet the order delivery requirements. Buyer shall pay Seller the order price for any completed supplies/services delivered and accepted. Buyer and Seller shall agree on the amount of payment for manufacturing materials (parts, tools, dies, jigs, plans, drawings, etc.) delivered and accepted by Buyer. Buyer

may withhold from any payments due Seller, any sum necessary to protect Buyer against liability or expenses due to the termination for default. Seller shall provide Buyer any supporting information necessary to document the reasonableness of Seller's termination for default claim.

37. Disputes. Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceedings in any court of competent jurisdiction. However, Buyer and Seller hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding, or hearing brought by either Seller against Buyer or Buyer against Seller on any matter whatsoever arising under, relating to, or in any way connected with this Purchase Order. Pending final resolution, Seller shall proceed with the performance of this order in accordance with Buyer's instructions. This agreement is not intended to establish privity of contract between Seller and Seller's customer.

38. Public Release of Information. No public release of information, news release, announcement, advertisement, photographs, films, denial or confirmation of this order or the subject matter hereof, shall be made without Buyer's prior written approval.

39. Limitation of Liability. In no event shall Buyer be liable to Seller for any indirect, special, consequential, punitive, or incidental damages, including, but not limited to, damages for loss of business profits, business interruption, or loss of business information, even if Buyer has been advised of, or could have reasonably foreseen, the possibility of such damages. The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the order indicated herein.

40. Severability of Provision. If any provision of this order is found to be illegal or unenforceable under law, that provision shall be deleted, however, all other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

41. Remedies and Non-Waiver. Failure of Buyer to insist upon strict conformance of the provisions of this Purchase Order shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, specifications or drawings, or a waiver of any default provisions. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Purchase Order shall not constitute a waiver of any subsequent breach of such provision.

42. Litigation and Claims. The Seller shall give notice immediately in writing regarding the following: (a) Any action, including any proceedings before a federal, state, or local governmental or civilian agency, filed against the Seller arising out of the performance of this Purchase Order; or (b) Any claim by a third party against the Seller, the cost and expenses of which is, or may be allowable under this Purchase Order. In the event of the occurrence of either of the above, the Seller shall immediately furnish Buyer copies of all pertinent papers and documents received by the Seller with respect to such action or claim.

43. Applicable Law. This Purchase Order shall be governed by and construed in accordance with the laws of the state of Maryland.

44. Compliance with Laws. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this order, including, but not limited to the following, as amended: (a) the Fair Labor Standards Act of 1938; (b) the Federal Occupational Safety and Health Act of 1970 (OSHA); (c) the Toxic Substance Control Act of 1976; (d) the Walsh-Healy Public Contracts Act; (e) Executive Order 11246 as amended, pertaining to Equal Opportunity Employment; (f) Affirmative Action as provided in 29 CFR Part 471, Appendix A to Subpart A; 41 CFR Section 60-1.4(c); 41 CFR Section 60-250.4 and/or Section 60-300.5; and 41 CFR Section 60-741.5; (g) the Foreign Corrupt Practices Act; and (h) any other federal law concerning export controls, labor relations, non-discrimination in employment, minimum wages, overtime compensation, and hours of employment. Seller agrees to indemnify and hold buyer harmless against any loss or liability due to Seller's violation or non-compliance with such regulations. Upon Buyer's request, Seller shall furnish evidence demonstrating such compliance.

45. Interpretation of Purchase Order. This Purchase Order and any documents incorporated by reference or attached constitute the parties' complete agreement. No prior representations or agreements, either written or oral, shall be considered to change, add to, or contradict it. Any ambiguity, conflict, or inconsistency in this Purchase Order shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time of contracting.

46. Order of Precedence. The various documents constituting this purchase order shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Purchase Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) provisions required by statute, regulation or Government contract (applicable FAR and DFARS clauses); (b) the typed Purchase Order; (c) this Terms and Conditions of Purchase; (d) the Statement of Work; (e) the technical specifications, drawings, etc.; and (f) any other documents reference or appended to this Purchase Order. However, in the event of an ambiguity, discrepancy, or conflict in any of the technical requirements or drawings, Seller shall immediately consult Buyer for resolution.

47. Entire Agreement. This Purchase Order constitutes the entire agreement between Buyer and Seller regarding this procurement and supersedes all previous written and oral agreements and commitments. No terms or conditions of sale set forth in Seller's quotation or acknowledgement shall be included as a part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions. Any subsequent additions, deletions or modifications to this Order shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.

48. Records Retention.

For non-contractual procurements, Suppliers are required to retain records relevant to procurements for a minimum of 3 years, but specific PO requirements shall supersede standard provisions. Contract specific requisitions, shall reference the following FAR clauses.

FAR Subpar 4.705 Specific retention periods.

The contractor shall retain the records identified in **4.705-1** through **4.705-3** for the periods designated, provided retention is required under **4.702**. Records are identified in this subpart in terms of their purpose or use and not by specific name or form number. Although the descriptive identifications may not conform to normal contractor usage or filing practices, these identifications apply to all contractor records that come within the description.

4.705-1 Financial and cost accounting records.

(a) Accounts receivable invoices, adjustments to the accounts, invoice registers, carrier freight bills, shipping orders, and other documents which detail the material or services billed on the related invoices: Retain 4 years.

(b) Material, work order, or service order files, consisting of purchase requisitions or purchase orders for material or services, or orders for transfer of material or supplies: Retain 4 years.

(c) Cash advance recapitulations, prepared as posting entries to accounts receivable ledgers for amounts of expense vouchers prepared for employees' travel and related expenses: Retain 4 years.

(d) Paid, canceled, and voided checks, other than those issued for the payment of salary and wages: Retain 4 years.

(e) Accounts payable records to support disbursements of funds for materials, equipment, supplies, and services, containing originals or copies of the following and related documents: remittance advices and statements, suppliers' invoices, invoice audits and distribution slips, receiving and inspection reports or comparable certifications of receipt and inspection of material or services, and debit and credit memoranda: Retain 4 years.

(f) Labor cost distribution cards or equivalent documents: Retain 2 years.

(g) Petty cash records showing description of expenditures, to whom paid, name of person authorizing payment, and date, including copies of vouchers and other supporting documents: Retain 2 years.

4.705-3 Acquisition and supply records.

(a) Store requisitions for materials, supplies, equipment, and services: Retain 2 years.

(b) Work orders for maintenance and other services: Retain 4 years.

(c) Equipment records, consisting of equipment usage and status reports and equipment repair orders: Retain 4 years.

(d) Expendable property records, reflecting accountability for the receipt and use of material in the performance of a contract: Retain 4 years.

(e) Receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment, and materials: Retain 4 years.

(f) Purchase order files for supplies, equipment, material, or services used in the performance of a contract; supporting documentation and backup files including, but not limited to, invoices, and memoranda; e.g., memoranda of negotiations showing the principal elements of subcontract price negotiations (see 52.244-2): Retain 4 years.

(g) Production records of quality control, reliability, and inspection: Retain 4 years.

(h) Property records (see FAR 45.101 and 52.245-1): Retain 4 years.

FEDERAL ACQUISITION REGULATION (FAR) / DEPARTMENT OF DEFENSE (DoD) FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

When materials, and products ("goods") or services, including the products resulting from services hereby ordered are for use in connection with a United States Government ("Government") prime contract or higher-tier subcontract, in addition to the General Provisions, the following Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses and provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR or DFARS clause shall be the same version as appears in Buyer's prime contract, or higher-tier subcontract under which this Order is issued. In the event there is no such equivalent clause in Purchaser's prime contract or higher-tier subcontract, the date shall be the regulatory date in effect as of the date of this Order.

The applicability and interpretation of each clause are subject to any specific parenthetical statement following its title. The Contracts Disputes Act shall have no application to this Order. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Order.

Seller agrees to negotiate in good faith with Buyer to amend and incorporate into this Order any additional clauses as a.i. solutions may deem necessary in order to comply with the clauses of its prime contract or higher tier subcontract.

In all FAR and DFARS clauses listed below, the terms "Government", "Contractor", and "Contracting Officer" shall be revised to suitably identify Buyer and Seller and affect the proper intent of the clause, except where further clarified or modified in the parenthetical that follows each clause. Notwithstanding the foregoing, nothing herein shall be construed to mean that Buyer may modify or limit any rights the United States Government may have as set forth in the FAR and DFARS clauses below. Nor shall anything herein be construed to provide Seller with rights that only the United States Government has the authority to grant or perform, such as in FAR 52.227-1 and FAR 52.227-2. All Seller contact with the prime contract or any higher-tier subcontractor relating to this Order shall be through or coordinated with Buyer.

FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

Purchases executed by the Buyer, under a Contract vehicle, incorporate the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the a.i. solutions Purchasing Representative will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/vffara.htm>

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

Note 1 - Substitute "a.i. solutions" for "Government" or "United States" throughout this clause.

Note 2 - Substitute "a.i. solutions Purchasing Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

Note 3 - Insert "and a.i. solutions" after "Government" throughout this clause.

Note 4 - Insert "or a.i. solutions" after "Government" throughout this clause.

Note 5 - Insert "and a.i. solutions" after "Contracting Officer", throughout the clause.

The Offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) (Applicable to offers and Purchase Orders over \$150,000.)

52.209-5 Certification Regarding Responsibility Matters (Oct 2015) (Applicable to offers and Purchase Orders over \$35,000.)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999) (Applicable to offers and Purchase Orders over \$10,000.)

All Orders

52.202-1 Definitions (Nov 2013)

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006) (*except for commercial items*)

52.203-15 Whistleblower Protections Under the Recovery and Reinvestment Act of 2009 (Jun 2010) (Applicable to Orders funded, in whole or in part, with Recovery Act Funds.)

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (Applicable to Orders where supplier is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.)

52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2014) (Applicable to Orders that involves a major helium requirement)

52.211-5 Material Requirements (Aug 2000) Note 2 applies.

52.211-15 Defense Priority and Allocation Requirements (Apr 2008) (Applicable to Orders that are subject to a DPAS rating.)

52.213-2 Invoices (Apr 1984)

52.213-3 Notice to Supplier (Apr 1984)

52.222-41 Service Contract Labor Standards (May 2014) (Applicable to Orders that are subject to the Service Contract Act of 1965.)

52.222-50 Combating Trafficking in Persons (Mar 2015)

52.222-54 Employment Eligibility Verification (Oct 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item.)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)

52.228-5 Insurance - Work on a Government Installation (Jan 1997) (Applies if this contract involves work on a Government installation. *See FAR 28.307-2 for minimum kinds and amounts of insurance.) Note 2 applies. Note 4 applies to paragraph (b).

52.244-6 Subcontracts for Commercial Items (Feb 2016)

52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003) (Applies if this Contract involves international air transportation.)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

DFARS 252.203-7001 Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (Dec 2008) (*except for commercial items*)

DFARS 252.204-7000 Disclosure of Information (AUG 2013) (*except for commercial items*)

DFARS 252.211-7003 Item Identification and Valuation (MAR 2016)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

DFARS 252.222-7000 Restrictions of Employment of Personnel (Mar 2000)

DFARS 252.223-7001 Hazard Warning Labels (DEC 1991)

DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994)

DFARS 252.223-7003 Change in Place of Performance - Ammunition and Explosives (DEC 1991)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014) (*except for commercial items*)

DFARS 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives (SEP 1999) **DFARS 252.223-7008** Prohibition Of Hexavalent Chromium (JUN 2013)

DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006) (For all items covered by the United States Munitions List)

DFARS 252.225-7009 Restriction On Acquisition Of Specialty Metals (OCT 2014)

DFARS 252.225-7013 Duty-Free Entry (JUN 2012) (*except for commercial items*)

DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (*except for commercial items*)

DFARS 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (DEC 2009)

DFARS 252.225-7025 Restriction on the Acquisition of Forgings (DEC 2009)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006)

DFARS 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005)

DFARS 252.225-7048 Export-Controlled Items (JUN 2013) (*except for commercial items*)

DFARS 252.227-7013 Rights in Technical Data-Noncommercial Items (FEB 2014)

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015 Technical Data-Commercial Items (FEB 2014)

DFARS 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) (*except for commercial items*)

DFARS 252.227-7019 Validation of Asserted Restrictions-Computer Software (SEP 2011) (*except for commercial items*)

DFARS 252.227-7025 Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (MAY 2013)

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

DFARS 252.227-7030 Technical Data-Withholding of Payment (MAR 2000)

DFARS 252.227-7033 Rights in Shop Drawings (APR 1966) (*except for commercial items*)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)

DFARS 252.227-7038 Patent Rights- Ownership by the Contractor (Large Business) (JUN 2012) (*except for commercial items*)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010)

DFARS 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991) (*except for commercial items*)

DFARS 252.235-7003 Frequency Authorization (MAR 2014) (*except for commercial items*)

DFARS 252.236-7013 Requirement For Competition Opportunity For American Steel Producers, Fabricators, And Manufacturers (JUN 2013)

DFARS 252.239-7016 Telecommunications Security, Equipment, Devices, Techniques, and Services (DEC 1991) (*except for commercial items*)

DFARS 252.244-7000 Subcontracts for Commercial Items and Commercial Components (JUN 2013)

DFARS 252.246-7001 Warranty of Data (MAR 2014)

DFARS 252.247-7023 Transportation of Supplies by Sea (APR 2014) (*For Services Contracts Only*)

Orders over \$10,000

52.222-21 Prohibition of Segregated Facilities (Apr 2015)

52.222-26 Equal Opportunity (Apr 2015)

52.222-27 Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to any Orders involving any construction trade).

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (Applicable to Orders issued under prime contracts resulting from solicitations issued after Dec. 12, 2010.)

Orders over \$15,000

52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,00 (May 2014)

52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)

Orders over \$25,000

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Applies to subcontracts valued at \$25,000 or more; Subparagraph (d) (2) does not apply. If SELLER meets the thresholds specified in paragraphs (d) (3) and (g) (2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System Award Management database. All information posted will be available to the general public.)

Orders over \$30,000

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (OCT 2015)

Orders over \$35,000

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (*except for commercial items*) (Copies of notices provided by SELLER to the Contracting Officer shall be provided to a.i. solutions)

Orders over \$150,000

52.203-3 Gratuities (APR 1984)

52.203-3 Covenant Against Contingent Fees (May 2014)

52.203-7 Anti-Kickback Procedures (May 2014) (Delete subparagraph (c) (1) of the clause.)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014) (*except for commercial items*)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014) (*except for commercial items*)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) (*except for commercial items*)

52.203-16 Preventing Personal Conflicts of Interest (Dec 2011) (*except for commercial items*) (Applicable to Purchase Orders that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

52.204-14 Service Contract Reporting Requirements (Jan 2014) (see definition of first tier subcontractor)

52.215-2 Audit and Records-Negotiation (Oct 2010) (*except for commercial items*) (Alternate II applies if SELLER is an educational or non-profit institution.) Note 3 applies.

52.215-14 Integrity of Unit Prices (Oct 2010) (Delete paragraph (b) of the clause.)

52.215-23 Limitation on Pass-Through Charges (Oct 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with Department of Defense (DoD), then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n) (2) (i) (B) (2), that exceed \$700,000.) Notes 4 and 5 apply

52.222-17 Nondisplacement of Qualified Workers (May 2014)

52.222-35 Equal Opportunity for Veterans (Oct 2015)

52.222-37 Employment Reports on Veterans (Feb 2016)

52.222-54 Employment Eligibility Verification (Oct 2015) (Excludes work that will be performed outside the United States; are for a period of performance of less than 120 days; or are only for— (1) Commercially available off-the-shelf items; (2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of "commercial item" at FAR 2.101); (3) Items that would be COTS items if they were not bulk cargo; or (4) Commercial services that are— (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications); (ii) Performed by the COTS provider; and (iii) Are normally provided for that COTS item.)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) Notes 2 and 4 apply.

52.248-1 Value Engineering (Oct 2010)

DFARS 252.203-7001 Prohibition of Persons Convicted of Fraud or Other Defense Contract Related Felonies (DEC 2008) (*Except for commercial items*)

DFARS 252.225-7008 Restriction On Acquisition Of Specialty Metals (MAR 2013)

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)

DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
DFARS 252.249-7002 Notification of Anticipated Contract Terminations or Reductions (OCT 2015) (*Remove paragraph (d)(1)*)

Orders over \$500,000 (DoD Contracts)

DFARS 252.226-7001 Utilization of Indian Organizations, India-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (*Except for commercial items*)

Orders over \$650,000

52.219-9 Small Business Subcontracting Plan (Oct 2015)
DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Mar 2016) (*except for commercial items*)
DFARS 252.225-7007 Prohibition On Acquisition Of United States Munitions List Items From Communist Chinese Military Companies (SEP 2006) (*For all items covered by the United States Munitions List*)
DFARS 252.225-7009 Restriction On Acquisition Of Certain Articles Containing Specialty Metals (OCT 2014)

Orders over \$700,000

52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011)
52.215-11 Price Reduction for Defective Cost or Pricing Data- Modifications (Aug 2011)
52.215-12 Subcontractor Cost or Pricing Data (Oct 2010)
52.215-13 Subcontractor Cost or Pricing Data Modifications (Oct 2010)
52.215-15 Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Jul 2005)
52.215-19 Notification of Ownership Changes (Oct 1997)
52.215-23 Limitation on Pass-Through Charges (Oct 2009)
52.230-2 Cost Accounting Standards (Oct 2015)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2015)
52.230-6 Administration of Cost Accounting Standards (Jun 2010)
DFARS 252.231-7000 Supplemental Cost Principles (Dec 1991)
DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)

Orders over \$5,500,000

52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015) (Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
52.203-14 Display of Hotline Posters (Oct 2015)

Orders over \$5,500,000 (DoD Contracts)

DFARS 252.203-7004 Display of Hotline Posters (Oct 2015) (*Except for commercial items*)

Cost Reimbursement, Time & Material, or Labor Hour Orders

52.215-16 Facilities Capital Cost of Money (June 2003)
52.216-7 Allowable Cost and Payment (Jun 2013) (Seller agrees to execute assignment documents in order to comply with subsection (h). This clause is not applicable to Labor Hour Purchase Orders.)
52.216-8 Fixed Fee (Jun 2011) (Applicable if this is a cost plus fixed fee Purchase Order.)
52.216-10 Incentive Fee (Jun 2011) (Applicable if this is a cost plus incentive fee Purchase Order.)
52.216-11 Cost Contract -No Fee (Apr 1984) (Applicable if this is a cost no fee Purchase Order.)
52.216-12 Cost Sharing Contract- No Fee (Apr 1984) (Applicable if this is a cost sharing, no fee Purchase Order.)
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012) ("schedule" means this Purchase Order, "voucher(s)" means invoice(s)).
52.232-20 Limitation of Cost (Apr 1984) (Applicable to fully funded Purchase Orders.)
52.232-22 Limitation of Funds (Apr 1984) (Applicable to incrementally funded Purchase Orders.)
52.243-2 Changes – Cost-Reimbursement (Aug 1987) (Applicable to cost-reimbursement Purchase Orders.)
52.243-3 Changes – Time and Material or Labor-Hours (Sep 2000) (Applicable to time and material or labor hour Purchase Orders.)
52.244-2 Subcontracts (Oct 2010) (paragraphs (g) and (h) only apply)
52.246-3 Inspection of Supplies (Cost-Reimbursement) (May 2001) (Provided that an inspection system accepted by the Government will be deemed accepted by the Buyer. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.) Notes 1 and 2 apply; Note 3 applies to (k).
52.246-5 Inspection of Services (Cost Reimbursement) (Apr 1984) (Provided that an inspection system accepted by the Government will be deemed accepted by the Buyer. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.) Notes 1 and 2 apply
52.246-6 Inspection of Time and Material and Labor Hour (May 2001) (Provided that an inspection system accepted by the Government will be deemed accepted by the Buyer. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.) Notes 1 and 2 apply
52.249-6 Termination (Cost-Reimbursement) (May 2004) (In paragraph (e) Change "15 days" and "45 days" to "30 days" and "90 days", respectively. In paragraph (f) change "1 year" to "six months".) (Alternate IV is applicable to time and material or labor hour orders only.) Notes 1 and 2 apply
52.249-14 Excusable Delays (APR 1984) Paragraph (a) (2) delete "or contractual"; Note 2 applies; Note 1 applies to (c).

Cost Accounting Standards (Applicable when stated in the Purchase Order)

52.230-2 Cost Accounting Standards (Oct 2015) (except for commercial items) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or a.i. solutions." Delete paragraph (b) of the clause.)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2015) (except for commercial items) (Applies only when referenced in this Contract that full CAS coverage applies. Delete paragraph (b) of the clause.) Note 4 applies

52.230-5 Cost Accounting Standards – Educational Institution (Oct 2015)

52.230-6 Administration of Cost Accounting Standards (Jun 2010)

Fixed Price Orders

52.246-2 Inspection of Supplies – Fixed Price (Aug 1996) Notes 1 and 2 apply

52.246-4 Inspection of Services – Fixed Price (Aug 1996) Notes 1 and 2 apply

52.246-7 Inspection of Research and Development – Fixed Price (Aug 1996) Notes 1 and 2 apply

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) (In paragraph (d) the term "45 days" is changed to "90 days." The term "one-year" in paragraph (e) is changed to "six months." The term "90 days" in paragraph (l) is changed to "forty-five days.") Notes 1 and 2 apply

Service Orders

52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984) Notes 1 and 2 apply