

## 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 or other such type designation, including these terms and conditions, all referenced documents, exhibits and attachments; (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. Buyer and Seller are also sometimes referred to herein individually as "Party" and collectively as "Parties."
- 2. Acceptance of Purchase Order.** This Purchase Order supersedes all previous written or verbal representations and agreements between the parties concerning the subject matter hereof and becomes a binding agreement, subject to the specific terms and conditions stated herein, upon Seller's acceptance by acknowledgment or commencement of work. Any additional terms proposed in Seller's acceptance of Buyer's offer including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified on the Order, which add to, vary from, or conflict with the terms herein are hereby objected to by Buyer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties. This Purchase Order contains the entire agreement of the parties and expressly limits acceptance of the terms and conditions stated. If, after acceptance of the Order or at any time during the performance of this Order, Seller believes that any portion of this Order is inaccurate, inconsistent, or incomplete, Seller shall promptly notify Buyer in writing, identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of this Order in question. If the Seller fails to contact Buyer promptly to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or both resulting therefrom.
- 3. Assignment/Subcontracting.** Seller shall not assign or transfer, in whole or in part, this Purchase Order, or any of its rights, interest, claims, or payments, or the performance of any of its duties under this Purchase Order without Buyer's prior, written consent. Any attempted or purported assignment in contravention of this clause shall be deemed not binding upon Buyer or otherwise null and void. 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. Buyer may direct settlements or adjustments in price, or both, with Seller under the terms of this Purchase Order notwithstanding any assignment claims for money due or to become due under this Purchase Order and without notice to the assignee.
- 4. Insurance.** Seller and its subcontractors, at their sole cost and expense, will at all times, before commencement and throughout the performance of this Purchase Order, maintain with reputable insurance companies that are authorized to do business under the laws of the state(s) in which the work is being performed, insurance coverage in the minimum amounts as indicated below: **[NOTE: each respective contract identifies this requirement. If a requirement under the contract, incorporate the relevant language.]** Such other insurance as Buyer may require as outlined in this Order or an attachment hereto. If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative, evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.
- 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 the 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 Purchase Order requires Seller's personnel, including its employees and subcontractors ("Seller's Personnel"), to enter premises that are owned, operated or managed by Buyer or its customer, Seller shall (a) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (b) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, US Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Purchase Order. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this Purchase Order under the Termination for Default clause herein. Seller Personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer premises, nor bring matches or lighters into Buyer secured areas. Seller Personnel may not enter areas or perform any work where explosives or other serious hazards are present without

Buyer's advanced written approval. Except to the extent that any injury to persons or property damage 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 employees and shall exercise control of its supplier's employees. The Seller will notify the Buyer of the supervisor to serve as the 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 safely and orderly to avoid any hazard to the facility or facility personnel. All debris will be removed from the facility daily. 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 about 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 expense following the site preparation specifications furnished by the Seller. If 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 modifications in site preparation attributable to incomplete or erroneous specifications provided by the Seller, which involve additional cost to the Buyer, shall be made at the Seller's expense.

**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.** If 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 the 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 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 work performance. The Government's rights to contract data, tooling, or designs arising from subcontracts under Government Prime Contracts are protected by Government rights clauses flowed down from any prime contract and the FAR/DFARS regulations. Therefore, nothing in this clause shall modify or alter any rights the Government may have in any products and/or services, including contract data, tooling, or designs arising from subcontracts under Government Prime Contracts, or software deliverables to the Government. Notwithstanding the preceding, nothing in this clause is intended to affect the rights or exercise of rights, if any, obtained by the Government under the "Rights in Technical Data – Noncommercial Items" clause DFARS 252.227-7013 and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause DFARS 252.227-7014, or any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.

**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 following Seller's represented equipment performance characteristics and meeting the technical requirements. 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 the 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.** Before the Seller substitutes supplies and/or services, including 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. Counterfeit Parts / Work.** Seller shall not deliver work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express

written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer to Buyer under this Purchase Order. Unlawful or unauthorized substitution includes used work represented as new or the false identification of grade, serial number, lot number, date code, or performance characteristics (i.e., "Counterfeit Parts / Work). Seller shall only purchase products to be delivered or incorporated as work to Seller directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (a) the preceding sources are unavailable, (b) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (c) Seller obtains the advance written approval of Buyer. Seller shall maintain counterfeit risk mitigation processes following industry-recognized standards and with any other specific requirements identified in this order. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates the traceability of the affected items to the applicable OCM/OEM. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this order addressing the authenticity of work. If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to inspect, remove, and replace the suspect/counterfeit parts, including without limitation Buyer's external and internal costs of removing such a counterfeit part, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. In addition, Buyer may unilaterally terminate this order for convenience depending on the impact of the delivery of suspect/counterfeit parts on the Seller's overall performance on this order. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this order.

**14. 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 for the inadvertent or accidental disclosure of such information, marked as proprietary information as provided above if such disclosure occurs despite exercising the same degree of care as such party normally takes to preserve and safeguard its 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 releasing proprietary information by the Government to the general public according to the Freedom of Information Act, as amended, or any other similar statute or regulation. The Government's rights to information arising from subcontracts under Government Prime Contracts are protected by Government rights clauses flowing down from the Prime Contract and the FAR/DFARS regulations. Therefore, nothing in this clause shall modify or alter any rights that the Government may have in any rights to information or data protected by Federal regulation clauses, any similar or successor clauses, or other clauses that may be contained in any contracts or subcontracts between Buyer and Seller and any customer.

**15. Packaging and Packing.** Seller shall be responsible for properly packaging the supplies in suitable containers for protection during shipment per transportation regulations and good commercial practice. Unless specifically agreed to in writing, no additional charge will be allowed for packing and packaging. 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.

**16. 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 conditions. Seller shall insert the essence of this provision in all subcontracts issued hereunder.

**17. Delivery.** Seller agrees that time is of the essence in the performance of this Purchase Order. Deliveries shall be strictly per 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 for them. 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 Seller's subcontractors' 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.

**18. Quantity.** Seller is responsible for furnishing 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 expense.

**19. 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. The 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.

**20. 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 work performance and before shipment. Rejected supplies or services shall be corrected or replaced. Rejected services shall be performed acceptably. 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 tests shall be performed so 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 the destination, notwithstanding any previous Buyer or its customer's source inspection or test. Inspection/testing at the source or at the destination shall not relieve the 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.

**21. 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 preceding 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 not less than one (1) year following installation at the final destination.

**22. Defective Work.** Notwithstanding any prior acceptance, Buyer may reject or require prompt correction of any products ("goods") or services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Purchase Order. If Seller delivers defective or nonconforming products or services, Buyer may take one of the following actions:

(a) Accept all or part of the defective or non-conforming products or services at an equitable price reduction or credit against any amounts that may be owed to Seller under this Purchase Order or otherwise;

(b) Reject all or any part of a delivery or performance of defective or non-conforming products or services and demand delivery of conforming products or re-performance of services. All rejected products shall be shipped back to Seller at Seller's expense, and any re-performance of defective or nonconforming services shall be at no cost to Buyer. All repair, replacement, and other corrections and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer. Any rejected or corrected products or services shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed; or

(c) If Seller is unable or unwilling to re-perform or correct defective or nonconforming products or services, Buyer may: 1. make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such product or service to comply in all respects with this Purchase Order requirements and charge the expense incurred to Seller; or 2. Terminate this Purchase Order for default in whole or in part.

Seller shall immediately notify Buyer upon discovery of actual or potential defects or non-conformance affecting delivered Product or performed Service.

**23. 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.

**24. 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 because of any proceedings charging infringement of any patent, copyright, or trademark because 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.

**25. Changes to Terms & Conditions.** The most current version of this Purchase Order Terms and Conditions is posted on the a.i. solutions website ([www.ai-solutions.com](http://www.ai-solutions.com)) and it is the Seller's responsibility to access the most current version for reference.

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

**27. 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.

**28. 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 increases 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.

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

**30. No Extra Charges.** The total price payable to Seller hereunder for supplies/services furnished following the procurement requirements shall be stated in this Purchase Order. The price shall not be increased 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.

**31. 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 shall be Seller's responsibility.

**32. 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 (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.

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

**34. Setoff.** Buyer shall always have the right to set off any amount due or payable to Seller hereunder against any claim or charge Buyer may have against Seller.

**35. 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.

**36. Termination for Convenience.** Buyer reserves the right, at any time, in its 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, 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.

**37. Insolvency.** If Seller ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws are 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 following 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.

**38. 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 subcontractor's 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 payment amount 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.

**39. Disputes.** Any dispute arising under this order 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 per Buyer's instructions. Buyer is prohibited from pursuing a claim directly against the Government for any dispute arising under this order. Therefore, in no event shall Seller acquire any direct claim, or direct course of action against the Government except as otherwise authorized by law.

**40. 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.

**41. 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.

**42. Severability of Provision.** If any provision of this order is found illegal or unenforceable under the 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.

**43. 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, 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.

**44. 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 either of the above, the Seller shall immediately furnish Buyer copies of all pertinent papers and documents received by the Seller concerning such action or claim.

**45. Non-Solicitation of Employees.** During the period that this Purchase Order is in force and one (1) year thereafter, neither Party shall knowingly solicit for employment any technical or professional employees of the other, without the prior written agreement of the Party whose employee is being considered for employment. This provision does not preclude either Party from discussing employment with, or offering employment to, an employee of the other Party, when said employee initiated the discussions or negotiations leading to such an offer. Further, this provision does not preclude either Party from advertising in publications of general circulation, posting vacancy announcements, or conducting job fairs that may lead to contacts and/or offers of employment between that Party and employees of the other Party

**46. Applicable Law.** Both Parties agree that irrespective of the place of performance of this Purchase Order, this Purchase Order will be governed, construed, and interpreted according to the law of the state of Maryland, without regard to its conflict of laws or choice of law rules or principles, except that Federal law shall govern in situations where Government contracts are affected and/or Federal regulations apply (FAR), including that any provision of this Purchase Order incorporated from the Federal FAR or any agency regulation that supplements the FAR shall be governed by the federal common law of government contracts. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.

**47. 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 and regulations concerning export controls, economic sanctions, 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.

**48. 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, considering the parties' intentions at the time of contracting.

**49. Order of Precedence.** The various documents constituting this purchase order shall be interpreted to be consistent insofar as possible. If a conflict or ambiguity arises in the interpretation of this Purchase Order, said conflict or ambiguity shall be resolved following the following order of precedence, with the first listed item having 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, if there is an ambiguity, discrepancy, or conflict in any technical requirements or drawings, Seller shall immediately consult Buyer for resolution.

**50. Entire Agreement; No Restrictions on Government's Rights or Interest.** 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 outlined in Seller's quotation or acknowledgment shall be included 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 the same are mutually agreed upon and incorporated herein in writing. Nothing in this order or any of its attachments or supplements abrogates, limits, restricts, or waives any Government rights or interests.

**51. Records Retention.**

For non-contractual procurements, Sellers must 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 Subpart 4.705 Specific retention periods.**

The contractor shall retain the records identified in **4.705-1** through **4.705-3** for designated periods, provided retention is required under **4.702**. Records are identified in this subpart in terms of purpose or use, 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 that detail the material or services billed on the related invoices: Retain for 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 for 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 for 4 years.
- (d) Paid, canceled, and voided checks, other than those issued for the payment of salary and wages: Retain for 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 advice 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 for 4 years.
- (f) Labor cost distribution cards or equivalent documents: Retain 2 years.
- (g) Petty cash records showing a description of expenditures, to whom paid, name of the person authorizing payment, and date, including copies of vouchers and other supporting documents: Retain for 2 years.

**4.705-3 Acquisition and supply records.**

- (a) Store requisitions for materials, supplies, equipment, and services: Retain for 2 years.
- (b) Work orders for maintenance and other services: Retain for 4 years.
- (c) Equipment records, consisting of equipment usage and status reports, and equipment repair orders: Retain for 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 for 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 for 4 years.
- (g) Production records of quality control, reliability, and inspection: Retain for 4 years.
- (h) Property records (see FAR 45.101 and 52.245-1): Retain for 4 years.

**FEDERAL ACQUISITION REGULATION (FAR) / DEPARTMENT OF DEFENSE (DoD) FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) / NASA FAR Supplement (NFS)**

**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), Department of Defense FAR Supplement (DFARS) and NASA FAR Supplement (NFS) clauses (all herein "Government clauses") and provisions shall apply, as required by the terms of the prime contract or higher tier subcontract by operation of law or regulation. The effective version of each FAR, DFARS, or NFS clause shall be the same as in Buyer's prime contract or higher-tier subcontract under which this order is issued. If there is no such equivalent clause in the Purchaser's prime contract or higher-tier subcontract, the date shall be the regulatory date in effect as of the date of this order. Government clauses that are inapplicable to the performance of this order under a.i. solutions' prime contract or higher tier subcontract are self-deleting.**

**Seller agrees to negotiate in good faith with Buyer to amend and incorporate into this order any additional clauses as Buyer may deem necessary to comply with the clauses of its prime contract or higher tier subcontract. Seller shall flow down to its lower-tier subcontractors all applicable Government**



clauses and any other requirements of this order and all applicable laws to enable and ensure a.i. solutions and Seller comply with all applicable requirements of a.i. solutions' prime contract or higher tier subcontract. 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.

In all FAR, DFARS, and NFS 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 preceding, 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 contractor 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 Representatives will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>.

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date. The applicability statements, statutory references, and regulatory references set forth in the parentheticals after each clause below are for convenience only:

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.

#### **CERTIFICATIONS AND REPRESENTATIONS**

**This Subsection contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer or providing oral offers/quotations at the request of the Buyer, or accepting any order, Seller certifies to the representations and certifications as set forth below in this Subsection. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any order, contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer. Seller shall immediately notify Buyer of any change of status concerning these certifications and representations.**

**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 2024) (Applicable to offers and Purchase Orders over \$200,000.)

**52.203-18** Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)

**52.209-2** Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2015)

**52.209-5** Certification Regarding Responsibility Matters (Aug 2020) (Applicable to offers and Purchase Orders over \$35,000.)

**52.209-11** Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

**52.225-20** Prohibition on Conducting Restricted Business Operations in Sudan – Certification (Aug 2009)

**52.225-25** Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification (Jun 2020)

**52.212-3** Offeror Representations and Certifications - Commercial Items (Feb 2021)

**52.222-19** Child Labor-Cooperation with Authorities and Remedies (Oct 2025)

**52.222-22** Previous Contracts and Compliance Reports (Feb 1999) (Applicable to offers and Purchase Orders over \$15,000.)

**The following additional referenced clauses apply to this Order as written:**

**FAR 52.209-7** Information Regarding Responsibility Matters. (Oct 2018) (If Seller has current active Federal contracts and grants with a total value greater than \$10,000,000, the Seller represents, by submission of its offer, that the information it has entered in the FAPIIS is current, accurate, and complete as of the date of the

submission of the offer concerning the following: 1) Whether Seller and/or any of its principals has, within the last five (5) years, been subject of a proceeding at the Federal or State level that resulted in a criminal conviction, a civil proceeding with a finding of fault and liability that results in the payment of \$5,000 or more, or an administrative proceeding with a finding of fault and liability that results in a fine of \$5,000 or more or restitution or damages over \$100,000; and 2) The Seller shall post the information of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisitions.gov>.)

#### All Orders

- 52.202-1** Definitions (Jun 2020)
- 52.203-6** Restrictions on Subcontractor Sales to the Government (Jun 2020) (*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.)
- 52.203-19** Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-2** Security Requirements (Mar 2021) (*except for commercial items*)
- 52.204-4** Printed on Copied Double-Sided on Post Consumer Fiber Content Paper (May 2011)
- 52.204-6** Unique Entity Identifier (Oct 2016)
- 52.204-9** Personal Identity Verification of Contractor Personnel (Jan 2011) (Applicable to Orders where the supplier is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.) (*except for commercial items*)
- 52.204-19** Incorporation by Reference of Representations and Certifications (Dec 2014)
- 52.204-21** Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
- 52.204-23** Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023)
- 52.204-25** Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
- 52.204-27** Prohibition on a ByteDance Covered Application (Jun 2023) (Applies unless an exception is granted in accordance with OMB Memorandum M-23-13. Notes 2 and 4 apply in paragraph (b).)
- 52.204-30** Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Subparagraph (c)(1) does not apply. Note 1 applies in paragraph (b)(3). Copies of requests for waivers submitted by Seller to the Government in furtherance of paragraph (b)(5)(i), as well as any waivers granted by the Government to Seller pursuant to such requests, shall be provided to Buyer. In paragraph (c)(3), Note 6 applies; copies of reports submitted by Seller to the Government shall be provided simultaneously to Buyer.)
- 52.209-10** Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- 52.209-11** Representation by Corporations Regarding Delinquent Tax Liability or A Felony Conviction Under Any Federal Law (Feb 2016)
- 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.)
- 52.212-4** Contract Terms and Conditions - Commercial Items (Nov 2021)
- 52.212-5** Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services (Oct 2025) (*except for commercial items*)
- 52.213-2** Invoices (Apr 1984)
- 52.213-4** Terms and Conditions - Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Oct 2025)
- 52.213-3** Notice to Supplier (Apr 1984)
- 52.215-20** Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)
- 52.215-21** Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (Nov 2021)
- 52.215-22** Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)
- 52.215-23** Limitations on Pass-Through Charges (Jun 2020) (*except for commercial items*)
- 52.216-7** Allowable Costs and Payment (Aug 2018) (Only section (h) applies.)
- 52.219-8** Utilization of Small Business Concerns (Oct 2018) (Applies if this Purchase Order, except contracts to small business concerns, exceeds \$150,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.)
- 52.222-1** Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-41** Service Contract Labor Standards (Aug 2018) (Applicable to Orders that are subject to the Service Contract Act of 1965.)
- 52.222-50** Combating Trafficking in Persons (Oct 2025)
- 52.222-51** Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration or Repair of Certain Equipment-Requirements (May 2014)
- 52.222-53** Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (May 2014)

- 52.222-54** Employment Eligibility Verification (Jan 2025) (Applies if this Purchase Order 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.)
- 52.222-55** Establishing Minimum Wages Under Executive Order 14026 (Jan 2022)
- 52.222-62** Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- 52.223-7** Notice of Radioactive Materials (Jan 1997) (*except for commercial items*)
- 52.223-10** Waste Reduction Program (May 2024)
- 52.223-11** Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)
- 52.223-15** Energy Efficiency in Energy-Consuming Products (May 2020)
- 52.223-17** Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)
- 52.223-18** Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (*except for commercial items*)
- 52.223-19** Compliance with Environmental Management Systems (May 2011)
- 52.224-1** Privacy Act Notification (Apr 1984) (*except for commercial items*)
- 52.224-2** Privacy Act (Apr 1984) (*except for commercial items*)
- 52.224-3** Privacy Training (Jan 2017) (Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), "Prime Contract" means the contract between a.i. solutions and the U.S. Government or between a.i. solutions and its higher-tier contractor who has a contract with the U.S. Government.)
- 52.225-5** Trade Agreements (Nov 2023)
- 52.225-8** Duty-Free Entry (Oct 2025) (*except for commercial items*)
- 52.225-13** Restrictions on Certain Foreign Purchases (Feb 2021) (*except for commercial items*)
- 52.225-19** Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (May 2020) (*except for commercial items*)
- 52.225-26** Contractors Performing Private Security Functions Outside the United States (Oct 2016)
- 52.226-8** Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
- 52.227-3** Patent Indemnity (Apr 1984)
- 52.227-4** Patent Indemnity – Construction Contracts (Dec 2007)
- 52.227-9** Refund of Royalties (Apr 1984)
- 52.227-10** Filing of Patent Applications – Classified Subject Matter (Dec 2007)
- 52.227-11** Patent Rights-Ownership by The Contractor (May 2014) (Reports required by this clause shall be filed with the agency identified in this Purchase Order. If no agency is identified, contact the a.i. solutions Purchasing Representative identified on the face of this Purchase Order.)
- 52.227-13** Patent Rights-Ownership by The Government (Dec 2007) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the a.i. solutions Purchasing Representative identified on the face of this Purchase Order.)
- 52.227-14** Rights in Data - General (May 2014)
- 52.227-16** Additional Data Requirements (Jun 1987)
- 52.227-19** Commercial Computer Software License (Dec 2007)
- 52.228-3** Workers' Compensation Insurance (Defense Base Act) (Jul 2014) (The SELLER shall insert, in all subcontracts under this Contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.) (*except for commercial items*)
- 52.228-4** Workers' Compensation And War-Hazard Insurance Overseas (Apr 1984) (The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)
- 52.228-5** Insurance - Work on a Government Installation (Jan 1997) (Applies if this Purchase Order 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).)
- 52.229-10** State of New Mexico Gross Receipts and Compensating Tax (Apr 2003)
- 52.229-13** Taxes – Foreign Contracts in Afghanistan (Nov 2020)
- 52.229-14** Taxes – Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement) (Nov 2020)
- 52.232-16** Progress Payments (Nov 2021)
- 52.232-27** Prompt Payment for Construction Contracts (Jan 2017) (*except for commercial items*)
- 52.232-32** Performance Based Payments (Apr 2012)
- 52.232-40** Providing Accelerated Payments to Small Business Subcontractors (May 2023) (Applicable to small businesses only and only when a.i. solutions, Inc. is the Prime contractor.)
- 52.234-1** Industrial Resources Developed Under Defense Production Act Title III (Sep 2016) Note 1 and 2 apply. (*except for commercial items*)
- 52.234-4** Earned Value Management System (Nov 2016) (*except for commercial items*)
- 52.236-13** Accident Prevention (Nov 1991)

**52.237-2** Protection of Government Buildings, Equipment and Vegetation (Apr 1984) (Applies if work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

**52.244-6** Subcontracts for Commercial Items (Oct 2025) (*except for commercial items*)

**52.245-1** Government Property (Sep 2021) (Applicable if Government property is furnished in the performance of this Purchase Order. "Contracting Officer" means "a.i. solutions, Inc." except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes a.i. solutions, Inc. "Government" is unchanged in the phrases "Government property" and "Government-furnished property" and where elsewhere used except in paragraph (d) (1) where it means "a.i. solutions, Inc." and except in paragraphs (d) (2) and (g) where the term includes "a.i. solutions, Inc." The following is added as paragraph (n) "SELLER" shall provide to a.i. solutions, Inc. immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of SELLER's property control system.")

**52.245-9** Use and Charges (Apr 2012)

**52.246-11** Higher-Level Contract Quality Requirement (Dec 2014) (*except for commercial items*)

**52.246-16** Responsibility for Supplies (Apr 1984)

**52.246-26** Reporting Nonconforming Items (Aug 2024) (*except for commercial items*)

**52.247-63** Preference for U.S.-Flag Air Carriers (Jan 2025) (Applies if this Purchase Order involves international air transportation.)

**52.247-64** Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)

**DFARS 252.203-7000** Requirements Relating to Compensation of Former DoD Officials (Sep 2011) (*except for commercial items*)

**DFARS 252.203-7001** Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Jan 2023) (*except for commercial items*)

**DFARS 252.203-7002** Requirements to Inform Employees of Whistleblower Rights (Dec 2022) (*except for commercial items*)

**DFARS 252.204-7000** Disclosure of Information (Oct 2016) (*except for commercial items*)

**DFARS 252.204-7004** Level 1 Antiterrorism Awareness Training for Contractors (Jan 2023)

**DFARS 252.204-7009** Limitations on The Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Jan 2023)

**DFARS 252.204-7010** Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (Jan 2009) (*except for commercial items*)

**DFARS 252.204-7012** Safeguarding Covered Defense Information and Cyber Incident Reporting (May 2024)

**DFARS 252.204-7014** Limitation on the Use or Disclosure of Information by Litigation Support Contractors (Jan 2023)

**DFARS 252.204-7015** Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)

**DFARS 252.204-7018** Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)

**DFARS 252.204-7020** NIST SP 800-171 DoD Assessment Requirements (Nov 2023)

**DFARS 252.204-7021** Cybersecurity Maturity Model Certification Requirements (Jan 2023)

**DFARS 252.208-7000** Intent to Furnish Precious Metals as Government Furnished Material (Dec 1991) (*except for commercial items*)

**DFARS 252.211-7003** Item Unique Identification and Valuation (Jan 2023)

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

**DFARS 252.223-7002** Safety Precautions for Ammunition and Explosives (Nov 2023) (*except for commercial items*)

**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 (Nov 2023) (*except for commercial items*)

**DFARS 252.223-7008** Prohibition of Hexavalent Chromium (Jan 2023)

**DFARS 252.225-7007** Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018) (For all items covered by the United States Munitions List) (*except for commercial items*)

**DFARS 252.225-7009** Restriction on Acquisition of Specialty Metals (Jan 2023)

**DFARS 252.225-7012** Preference for Certain Domestic Commodities (Apr 2022)

**DFARS 252.225-7013** Duty-Free Entry (Aug 2025) (*except for commercial items*)

**DFARS 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Jan 2023) (*except for commercial items*)

**DFARS 252.225-7019** Restriction on Acquisition of Anchor and Mooring Chain (May 2024)

**DFARS 252.225-7025** Restriction on the Acquisition of Forgings (Dec 2009) (*except for commercial items*)

**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 252.225-7048** Export-Controlled Items (Jun 2013) *(except for commercial items)*  
**DFARS 252.225-7052** Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (May 2024)  
**DFARS 252.225-7054** Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation (Jan 2023)  
**DFARS 252.225-7972** Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020-00015) (May 2020)  
**DFARS 252.225-7976** Contractor Personnel Performing in Japan (Deviation 2018-00019) (Aug 2018)  
**DFARS 252.225-7980** Contractor Personnel Performing in the United States Africa Command Area of Responsibility (Deviation 2016-00008) (JUN 2016)  
**DFARS 252.225-7993** Prohibition on Providing Funds to the Enemy (Deviation 2020-00022) (Aug 2020)  
**DFARS 252.227-7013** Rights in Technical Data-Noncommercial Items (Aug 2025)  
**DFARS 252.227-7014** Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Aug 2025) *(except for commercial items)*  
**DFARS 252.227-7015** Technical Data – Commercial Items (Aug 2025) (Applies only when commercial item (as defined in the FAR) technical data from the subcontractor is delivered to the Government by the prime contractor; *no substitutions for "Contracting Officer" or "Government" are made*)  
**DFARS 252.227-7016** Rights in Bid or Proposal Information (Jan 2023) *(except for commercial items)*  
**DFARS 252.227-7017** Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2025)  
**DFARS 252.227-7018** Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (Aug 2025) *(except for commercial items)*  
**DFARS 252.227-7019** Validation of Asserted Restrictions-Computer Software (Jan 2025) *(except for commercial items)*  
**DFARS 252.227-7025** Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (Jan 2025)  
**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 (Jan 2025)  
**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 (Mar 2023)  
**DFARS 252.228-7005** Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Nov 2019) *(except for commercial items)*  
**DFARS 252.229-7011** Reporting of Foreign Taxes – U.S. Assistance Programs (Sep 2005) *(except for commercial items)*  
**DFARS 252.234-7002** Earned Value Management System (Deviation 2015-00017) (Sep 2015) *(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 252.237-7023** Continuation of Essential Contractor Services (Oct 2010) *(except for commercial items)*  
**DFARS 252.239-7010** Cloud Computing Services (Oct 2016)  
**DFARS 252.239-7016** Telecommunications Security, Equipment, Devices, Techniques, and Services (Dec 1991) *(except for commercial items)*  
**DFARS 252.243-7999** Section 3610 Reimbursement (Deviation 2020-00021) (Aug 2020)  
**DFARS 252.244-7000** Subcontracts for Commercial Items (Jan 2021)  
**DFARS 252.246-7001** Warranty of Data (Mar 2014)  
**DFARS 252.246-7003** Notification of Potential Safety Issues (Jun 2013)  
**DFARS 252.246-7007** Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)  
**DFARS 252.246-7008** Sources of Electronic Parts (May 2018)  
**DFARS 252.247-7023** Transportation of Supplies by Sea (Feb 2019) *(For Services Contracts Only)*

#### **Orders over \$15,000**

**52.204-7** System for Award Management (Nov 2024)  
**52.204-8** Annual Representations and Certifications (Oct 2025)  
**52.222-21** Prohibition of Segregated Facilities (Apr 2015)  
**52.222-26** Equal Opportunity (Sep 2016) (Only subparagraphs (c) (1)-(11) applies.)  
**52.222-27** Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to any Orders involving any construction trade). *(except for commercial items)*  
**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.)  
**52.225-1** Buy American – Supplies (Oct 2022)

#### **Orders over \$20,000**

**52.222-20** Contracts for Materials, Supplies, Articles and Equipment (Jun 2020)  
**52.222-36** Equal Opportunity for Workers with Disabilities (Jun 2020)

**Orders over \$25,000**

**52.225-3** Buy American – Free Trade Agreements – Israeli Trade Act (Jan 2021)

**Orders over \$40,000**

**52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (a.i. solutions, Inc. requests that all SELLERS register and annually update the System for Award Management (SAM)

<https://www.sam.gov/SAM/pages/public/index.jsf>.)

**52.226-6** Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020)

**Orders over \$45,000**

**52.209-6** Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025) (*except for commercial items*) (Applies to first-tier subcontractors exceeding \$35,000; copies of notices provided by SELLER to the Contracting Officer shall be provided to a.i. solutions)

**Orders over \$100,000 (NASA Contracts)**

**NFS 1852.244-70** Geographic Participation in the Aerospace Program (APR 1985) (Applicable only if Seller is specifically notified by a.i. solutions.)

**Orders over \$150,000**

**DFARS 252.249-7002** Notification of Anticipated Contract Termination or Reduction (Dec 2022) (*Remove paragraph (d)(1)*)

**Orders over \$200,000**

**52.203-7** Anti-Kickback Procedures (Jun 2020) (*except for commercial items*) (Delete subparagraph (c) (1) of the clause.)

**52.203-11** Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

**52.203-12** Limitation on Payments to Influence Certain Federal Transactions (Jun 2020) (*except for commercial items*)

**52.222-35** Equal Opportunity for Veterans (Jun 2020)

**52.222-37** Employment Reports on Veterans (Jun 2020)

**52.222-38** Compliance with Veterans’ Employment Reporting Requirements (Feb 2016)

**DFARS 252.209-7004** Subcontracting with Firms That Are Owned or Controlled by the Government of Country that is a State Sponsor of Terrorism (May 2019)

**Orders over \$350,000**

**52.203-3** Gratuities (Apr 1984)

**52.203-5** Covenant Against Contingent Fees (May 2014)

**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*)

**52.203-16** Preventing Personal Conflicts of Interest (Jun 2020) (*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 (Nov 2023)

**52.204-14** Service Contract Reporting Requirements (Oct 2016) (*except for commercial items*) (see definition of first-tier subcontractor)

**52.215-2** Audit and Records-Negotiation (Jun 2020) (*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 (Nov 2021) (*except for commercial items*) (Delete paragraph (b) of the clause.)

**52.215-23** Limitation on Pass-Through Charges (Jun 2020) (*except for commercial items*) (Applies if this is a cost-reimbursement subcontract in excess of the Simplified Acquisition Threshold, except if the prime contract to which this Purchase Order 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

**52.226-7** Drug-Free Workplace (May 2024)

**52.227-1** Authorization and Consent (Jun 2020) (*except for commercial items*)

**52.227-2** Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020) (*except for commercial items*) Notes 2 and 4 apply.

**52.232-17** Interest (May 2014)

**52.244-5** Competition in Subcontracting (Aug 2024)

**52.248-1** Value Engineering (Jun 2020) (*except for commercial items*)

**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 (Dec 2019)  
**DFARS 252.225-7012** Preference for Certain Domestic Commodities (DEC 2017)  
**DFARS 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

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

**DFARS 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019) (*Except for commercial items*)

**Orders over \$700,000**

**52.215-10** Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011) (Rights and obligations under this clause shall survive completion of the Work and final payment under this Purchase Order.)

**52.215-11** Price Reduction for Defective Certified Cost or Pricing Data- Modifications (Jun 2020) (Rights and obligations under this clause shall survive completion of the work and final payment under this Purchase Order.)

**52.215-15** Pension Adjustments and Asset Reversions (Oct 2010) (*except for commercial items*) (Applies if this Purchase Order meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

**52.215-18** Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Jul 2005) (*except for commercial items*)

**52.215-19** Notification of Ownership Changes (Oct 1997)

**52.215-23** Limitations on Pass-Through Charges (Jun 2020) (*except for commercial items*)

**52.219-16** Liquidated Damages – Subcontracting Plan (Sep 2021)

**52.222-56** Certification Regarding Trafficking in Persons Compliance Plan (Oct 2025)

**52.230-2** Cost Accounting Standards (Jun 2020) (*except for commercial items*) – *Deviation 2018-00015*

**52.230-3** Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Jun 2020) (*except for commercial items*) – *Deviation 2018-00015*

**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 \$750,000**

**DFARS 252.219-7004** Small Business Subcontracting Plan (Test Program) (Dec 2022) (*except for commercial items*)

**Orders over \$900,000**

**52.219-9** Small Business Subcontracting Plan (Jan 2025)

**DFARS 252.219-7003** Small Business Subcontracting Plan (DoD Contracts) - Basic (Dec 2019) (*except for commercial items*)

**DFARS 252.225-7007** Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Dec 2018) (*except for commercial items*) (*For all items covered by the United States Munitions List*)

**Orders over \$1,000,000**

**DFARS 252.222-7006** Restrictions on the Use of Mandatory Arbitration Agreements (Jan 2023) (*except for commercial items*)

**Orders over \$2,000,000**

**52.214-26** Audit and Records-Sealed Bidding (Jun 2020) (*except for commercial items*)

**52.214-27** Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (Jun 2020)

**52.214-28** Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (Jun 2020) (*except for commercial items*)

**52.215-12** Subcontractor Certified Cost or Pricing Data (Jun 2020) (*except for commercial items*) – *Deviation 2018-00015*

**52.215-13** Subcontractor Certified Cost or Pricing Data - Modifications (Jun 2020) (*except for commercial items*) – *Deviation 2018-00015*

**Orders over \$7,000,000**

**52.209-12** Certification Regarding Tax Matters (Oct 2025)

**Orders over \$7,500,000**

**52.203-13** Contractor Code of Business Ethics and Conduct (Nov 2021) (Applies if this Purchase Order exceeds \$7,500,000 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 Poster(s) (Nov 2021) (*except for commercial items*) (Contact a.i. solutions Purchasing Representative if assistance is required obtaining any required posters.)

**DFARS 252.203-7004** Display of Hotline Posters (Aug 2019) (Except for commercial items)

**Orders equal to or over \$10,000,000**

**52.222-24** Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

**Cost Reimbursement, Time & Material, or Labor Hour Orders**

- 52.204-15** Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (*Except for commercial items*) All cost plus, T&M, or labor hour greater than the SAT.
- 52.215-16** Facilities Capital Cost of Money (June 2003)
- 52.216-7** Allowable Cost and Payment (Aug 2018) (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 Order.)
- 52.216-11** Cost Contract -No Fee (Apr 1984) (Applicable if this is a cost no fee 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 (N) ("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 (Jun 2020)
- 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 (Jun 2020) (*except for commercial items*) (Applies only when referenced in this Purchase Order that full CAS coverage applies. "United States" means "United States or a.i. solutions." Delete paragraph (b) of the clause.) - *Deviation 2018-00015*
- 52.230-3** Disclosure and Consistency of Cost Accounting Practices (Jun 2020) (*except for commercial items*) (Applies only when referenced in this Purchase Order that full CAS coverage applies. Delete paragraph (b) of the clause.) Note 4 applies - *Deviation 2018-00015*
- 52.230-4** Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns (Jun 2020) (*except for commercial items*)
- 52.230-5** Cost Accounting Standards – Educational Institution (Jun 2020) (*except for commercial items*) (When referenced in this Purchase Order, full CAS Coverage applies. Delete paragraph (b) of the clause.) - *Deviation 2018-00015*
- 52.230-6** Administration of Cost Accounting Standards (Jun 2010)

**Fixed Price Orders**

- 52.204-15** Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (*Except for commercial items*)
- 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

**All Construction Orders**

- 52.222-4** Contract Work Hours and Safety Standards – Overtime Compensation (Mar 2018) *(except for commercial items)*
- 52.222-6** Construction Wage Rate Requirements (Aug 2018) *(except for commercial items)*
- 52.222-7** Withholding of Funds (May 2014) *(except for commercial items)*
- 52.222-8** Payrolls and Basic Records (Jul 2021) *(except for commercial items)*
- 52.222-9** Apprentices and Trainees (Jul 2005) *(except for commercial items)*
- 52.222-10** Compliance with Copeland Act Requirements (Feb 1988) *(except for commercial items)*
- 52.222-11** Subcontracts (Labor Standards) (May 2014) *(except for commercial items)*
- 52.222-12** Contract Termination-Debarment (May 2014) *(except for commercial items)*
- 52.222-13** Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) *(except for commercial items)*
- 52.222-14** Disputes Concerning Labor Standards (Feb 1988) *(except for commercial items)*
- 52.222-15** Certification of Eligibility (May 2014) *(except for commercial items)*
- 52.222-34** Project Labor Agreement (May 2010) *(except for commercial items)*

#### **NFS Clauses**

If the Purchase Order or subcontract identifies a NASA contract number, the following NASA FAR Supplement (NFS) clauses, in addition to or in place of FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Purchase Order. Any NFS clauses without a specified effective date are effective as of the date of the corresponding FAR clause.

- NFS 1852.203-71** Requirement to Inform Employees of Whistleblower Rights (AUG 2014)
- NFS 1852.204-76** Security Requirement for Unclassified Information Technology Resources (Dev 21-01) (Note 5 applies. In paragraph (f), NASA means “a.i. solutions and NASA.”)
- NFS 1852.208-81** Restrictions on Printing and Duplicating (NOV 2004)
- NFS 1852.211-70** Packaging, Handling, And Transportation (SEP 2005)
- NFS 1852.219-75** Individual Subcontracting Reporting (APR 2015) (Applies to noncommercial item Orders that include FAR 52.219-9)
- NFS 1852.223-70** Safety and Health Measures and Mishap Reporting (DEC 2015) (Applies to Orders when one or more of four conditions in Para (g) exist) *(Seller shall include the provisions of this clause in any applicable lower tier Orders)*
- NFS 1852.223-71** Frequency Authorization (APR 2015)
- NFS 1852.223-72** Safety and Health (Short Form) (JUL 2015) (Applies to Orders over the micro-purchase threshold)
- NFS 1852.223-73** Safety and Health Plan (JUL 2015)
- NFS 1852.223-74** Drug and Alcohol-Free Workplace (NOV 2015) (Applies if work is performed by an employee in a sensitive position as defined in the clause.)
- NFS 1852.223-75** Major Breach of Safety or Security (FEB 2002)
- NFS 1852.223-76** Federal Automotive Statistical Tool Reporting (JUL 2003)
- NFS 1852.225-8** Duty Free Entry of Space Articles (FEB 2000)
- NFS 1852.225-70** Export Licenses (FEB 2000)
- NFS 1852.227-11** Patent Rights - Ownership by The Contractor (Short Form) (APR 2015) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Seller is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Purchase Order. If no agency is identified, contact the a.i. solutions Purchasing Representative identified on the face of this Purchase Order.)
- NFS 1852.227-14** Rights in Data - General (APR 2015) (Modifies FAR 52.227-14. Notes 5 applies.)
- NFS 1852.227-70** New Technology (APR 2015) (Applies if this Purchase Order is for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization.)
- NFS 1852.227-71** Requests for Waiver of Rights to Inventions (APR 2015) (Applies whenever NFS 1852.227-70 applies to this Purchase Order. SELLER's petitions to the Contracting Officer will be made through a.i. solutions.)
- NFS 1852.227-72** Designation of New Technology Representative and Patent Representative (APR 2015) (Applies if this Purchase Order contains either of the clauses at FAR 52.227-11 or 18-52.227-70. The respective representatives referenced in the clause are identified in the Schedule. Note 2 applies.)
- NFS 1852.227-85** Invention Reporting and Rights – Foreign (APR 2015)
- NFS 1852.227-88** Government-furnished computer software and related Technical Data (APR 2015)
- NFS 1852.228-76** Cross-Waiver of Liability for Space Station Activities (OCT 2012) (Applies if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause. Seller agrees to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1) of this clause.)
- NFS 1852.228-78** Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (ELV) Launches (OCT 2012) (Applies if the Work is performed in support of “Protected Space Operations” as that term is defined in the clause. Seller agrees to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1) of this clause.)
- NFS 1852.231-71** Determination of Compensation Reasonableness (APR 2015)
- NFS 1852.234-2** Earned Value Management System (Deviation) (NOV 2015)



- NFS 1852.237-71** Pension Portability (JAN 1997)
- NFS 1852.237-72** Access to Sensitive Information (Jun 2005)
- NFS 1852.237-73** Release of Sensitive Information (Jun 2005)
- NFS 1852.239-74** Information Technology System Supply Chain Risk Assessment (Deviation) (Sep 2018)
- NFS 1852.242-71** Travel Outside of The United States (DEC 1988) (Substitute "forty-five (45) days" for "30 days" in the clause)
- NFS 1852.242-72** Denied Access to Nasa Facilities (OCT 2015)
- NFS 1852.242-73** NASA Contractor Financial Management Reporting (NOV 2004) (Applicable only if Seller is specifically notified by a.i. solutions pursuant to NFS 18-42.7201(b))
- NFS 1852.237-72** Access to Sensitive Information (JUN 2005)
- NFS 1852.237-73** Release of Sensitive Information (JUN 2005)
- NFS 1852.245-70** Contractor Requests for Government-Provided Property (AUG 2015)
- NFS 1852.245-72** Liability for Government Property Furnished for Repair or Other Services (JAN 2011)
- NFS 1852.245-73** Financial Reporting of NASA Property in the Custody of Contractors (JAN 2017)
- NFS 1852.245-74** Identification and Marking of Government Equipment (JAN 2011) (Note 5 applies.)
- NFS 1852.246-74** Contractor Counterfeit Electronic Part Detection and Avoidance (Sep 2020)
- NFS 1852.246-73** Human Space Flight Item (MAR 1997)
- NFS 1852.246-72** Material Inspection and Receiving Report (APR 2015)
- NFS 1852.247-71** Protection of the Florida Manatee (JUN 2018)