
A. INCORPORATION OF FAR AND DFARS CLAUSES

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract/Purchase Order. SELLER shall include in each lower-tier subcontract or purchase order the appropriate flow down clauses as required by the FAR and DFAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.
2. "Commercial service" means any such service as defined in FAR 2.101.
3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101.
4. "Contract" means this contract or purchase order.
5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for THINKOM's government prime contract or subcontract under which this Contract is entered.
6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract or Purchase Order with whom ThinkKom is contracting, acting as the immediate subcontractor to THINKOM.
7. "Prime Contract" means the contract between THINKOM or THINKOM'S customer and the U.S. Government
8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

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

1. Substitute "THINKOM" for "Government" or "United States" throughout this clause.
2. Substitute "THINKOM CONTRACT ADMINISTRATOR OR BUYER" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and THINKOM" after "Government" throughout this clause.
4. Insert "or THINKOM" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer or THINKOM'S customer shall be through THINKOM.
6. Insert "and THINKOM" after "Contracting Officer", throughout the clause.
7. Insert "or THINKOM'S CONTRACT ADMINISTRATOR OR BUYER" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of THINKOM it will negotiate in good faith with THINKOM relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as THINKOM may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If THINKOM furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that THINKOM, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

A. APPLICABLE FAR CLAUSES FOR ALL ORDERS:

52.202-1	Definitions (JUN 2020)
52.203-19	Prohibition on requiring certain internal confidentiality agreements or statements (JAN 2017)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies unless Seller is furnishing COTS items.)
52.204-23	Prohibition on contracting for hardware, software, and services developed or provided by Kaspersky Lab and other covered entities (NOV 2021)
52.204-25	Prohibition on contracting for certain telecommunications and video surveillance services or equipment (NOV 2021)
52.212-5 (Dev)	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JUN 2023) (Deviation 2018-O0021)
52.219-8 (Dev)	Utilization of Small Business Concerns (DEC 2022) (Deviation 2023-O0002)
52.222-21	Prohibition of segregated facilities (APR 2015) (Note 8 applies.)
52.222-50	Combating Trafficking in Persons (NOV 2021) (Note 2 applies. In paragraph (e) Note 3 applies.)
52.222-54	Employment Eligibility Verification (MAY 2022) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.232-40	Providing accelerated payments to small business subcontractors (MAR 2023) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if ThinKom does not receive accelerated payments under its contract. Not all agencies provide accelerated payments.)
252.203-7002	Requirement to inform employees of whistleblower rights (DEC 2022)
252.204-7012	Safeguarding covered defense information and cyber incident reporting (JAN 2023)
252.204-7015	Notice of authorized disclosure of information to litigation support (JAN 2023)
252.204-7018	Prohibition on the acquisition of covered defense telecommunications equipment or services (JAN 2023)
252.211-7003	Item unique identification and valuation (MAR 2022) (Applies if this Contract/Subcontract requires the Work to contain “unique item identification”, such as prescribed on a ThinKom drawing.
252.225-7048	Export controlled items (JUN 2013)
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JAN 2023)
252.244-7000	Subcontracts for commercial items and commercial components (DOD CONTRACTS) (JAN 2023)
252.246-7007	Contractor counterfeit electronic part detection and avoidance system (JAN 2023)
252.246-7008	Sources of Electronic Parts (JAN 2023) (Applies if this Contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies).
252.247-7023	Transportation of supplies by sea - Basic (JAN 2023)

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government (JUN 2020) – Alternate I
52.209-6	Protecting the Government’s interest when subcontracting with contractors debarred, suspended, or proposed for debarment (NOV 2021) (over \$35,000)
52.222-26	Equal Opportunity (SEP 2016)
52.222-36	Equal Opportunity for workers with disabilities (JUN 2020) (over \$15,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)

C. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (or amounts as specified) ALSO INCLUDE THE FOLLOWING:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JUN 2020) (over \$150,000)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020) (over \$150,000)
- 52.222-35 Equal Opportunity for Veterans (JUN 2020) (over \$150,000)
- 52.222-37 Employment Reports on Veterans (JUN 2020) (over \$150,000)

- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (JAN 2023)

D. ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:

- 252.226-7001 Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns (JAN 2023)

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:

REMOVED

F. CERTIFICATIONS

Seller, by signing its offer or accepting Purchase Order, hereby certifies compliance with the following clauses and is, therefore eligible for award.

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020) (over \$150,000)
- 52.209-6 Protecting the Government's interest when subcontracting with contractors debarred, suspended, or proposed for debarment (NOV 2021) (over \$35,000)
- 52.222-36 Equal Opportunity for workers with disabilities (JUN 2020) (over \$15,000)