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## Standard Terms and Conditions for Commercial Orders

Prior to accepting this Purchase Order, Yulista urges the Seller to read and understand fully the terms and conditions under which said Purchase Order is issued. The Seller should contact the Yulista point of contact listed in the Purchase Order.

### 1. Definitions

As used herein, the following terms have the meanings so indicated: (a) "ITEMS" means supplier, products, and/or services ordered by Yulista from the Seller pursuant to a Purchase Order. (b) "PURCHASE ORDER" means a transmission by Yulista to the Seller, electronically through a computer network or otherwise by mail of a hard copy, or by such other means as may be agreed (each a "transmission", containing a Purchase Order number, vendor reference number, an item identification or specification description, number of items requested, and/or such other information evidencing an offer to the Seller by Yulista relating the purchase of goods or services. (c) "PURCHASE ORDER REVISION" means a transmission revising the information contained in a Purchase Order. (d) "GOODS" and "SERVICES" the term "goods" means as used herein means any and all supplies, products, chemicals, parts, machines, tooling, test equipment, computer software, components, assets, and other tangible items or documentary information furnished or required to be furnished by the Seller under this Purchase Order. The term "services" means any and all technical assistance, consultations, engineering, program management, and other effort furnished or required to be furnished by the Seller under this Purchase Order other than labor furnished in connection with the production of goods.

### 2. Services

Seller shall perform all work diligently, carefully, and in good and workmanlike manner. Seller shall furnish all labor, supervision, machinery, equipment, goods and supplies necessary; therefore, shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. The Seller shall conduct all operations in the Seller's name and as an independent contractor, and not in the name or as an agent of Yulista.

### 3. Inspection

Items are subject to Yulista's inspection, testing, and approval. Yulista, as its option, may reject or refuse acceptance of items which do not meet the requirement of the Purchase Order or any applicable warranty. Items rejected or not accepted by Yulista will be returned to the Seller at the Seller's expense, and the Seller agrees to refund to Yulista any payment (including but not limited



to shipment expense) for such items. Payment by Yulista for any items shall not be deemed an acceptance thereof. Acceptance of any item shall not relieve the Seller from any of its obligations, representations, or warranties hereunder or pursuant hereto. Further, if items delivered are for the U.S. Government, depending on the terms of the Prime Contract between the Government and Yulista, the U.S. Government reserves the right to inspect and test the items.

#### **4. Acceptance**

The Seller's acceptance is expressly limited to the written terms of this Purchase Order. No additional or different terms shall be binding. Yulista hereby objects to any additional or different terms contained in the Seller's acceptance. Any of the following acts by the Seller shall constitute acceptance: (a) Signing and returning a copy of this Purchase Order; (b) Commencing performance of any effort required to complete this Purchase Order; (c) Informing Yulista of the initiation of any effort required to complete this Purchase Order; or (d) Shipping of any Goods in performance of this Purchase Order.

#### **5. Modification**

No amendments or modifications of any of the terms and conditions of this Purchase Order shall be valid unless reduced to writing and signed by both parties. The terms and conditions of this Purchase Order shall not be amended or modified by the course of performance or course of dealing between the parties.

#### **6. Quality and Warranty**

(a) The Seller warrants that all goods and services shall (i) conform strictly to the design criteria, specifications (including general specification and quality requirements), descriptions, drawings, samples, and other requirements referred to in this Purchase Order or provided by the Seller, (ii) be free from defects in design, material, and workmanship, and (iii) be free of all liens, encumbrances, and other claims against title.

(b) All warranties specified in Section "a" of this clause shall (i) survive any inspection, delivery, acceptance, or payment by Yulista, and (ii) be in effect for the longer of the Seller's normal warranty period or the Purchase Order's specified warranty period following the date of acceptance of the goods or services by Yulista.

#### **7. Noncomplying Products**

Yulista shall have the right (but not the obligation) to review work progress and test all supplies, special tooling, goods, and workmanship to the extent practicable at all times and places during the period of manufacture. In case any goods delivered or services rendered hereunder is defective



in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order. Yulista shall have the right notwithstanding payment or any prior inspection or test of custom or usage of trade, either to reject it or to require its correction by and/or at the expense of the Seller promptly after notice.

## **8. Product Changes**

The Seller shall notify Yulista in writing prior to any change being made by the Seller in the material or services furnished. Such notification shall be forwarded to Yulista at least thirty (30) days prior to the proposed effective date of such change except for those cases where an extremely unsatisfactory condition requires immediate action, in which case the Seller shall promptly in writing so advise Yulista. If, in the event, such change, in Yulista's opinion, would alter the characteristic of the material or services in a manner unacceptable to Yulista, then Yulista may cancel the purchase of such material or service affected by such change without cost or liability to Yulista whatsoever.

## **9. Quantity**

No substitution of products, hours, or labor category may be made without written permission from Yulista. Unless otherwise agreed to, no deviation from the quantities specified shall be accepted.

## **10. Subcontracts and Assignment**

(a) The Seller shall not subcontract with any other party without Yulista's prior written authorization for the whole or any major component of any item or service ordered hereunder, and the Seller shall require a like agreement from its subcontractors.

(b) The Purchase Order and the money due there from may not be assigned without the prior written consent of Yulista.

(c) Any attempt to assign without Yulista's consent is void.

## **11. Pricing and Taxes**

(a) Seller represents that the prices charged for the goods and services purchased hereunder by Yulista are and will at all times be the lowest prices charged by the Seller to any buyer purchasing similar quantities under similar circumstances. In the event of any decrease in the Seller's price for any Good or Service purchased pursuant to this Purchase Order in a quantity similar to the reflected hereon, or any other payment due to hereunder, Seller shall provide a corresponding credit or rebate to Yulista within thirty (30) days or on the next invoice, whichever occurs sooner. The parties agree that the currency for any payment due hereunder shall be U.S. Dollars. For any



price termed “not to exceed”, the Seller warrants that the price charged to Yulista is based on actual costs incurred by the Seller for its performance with respect to the Good or Service in question.

(b) Seller’s prices for Goods and Services are inclusive of (i) all applicable local, state, and federal taxes, and (ii) any other costs (including without limitations, set-up, testing and tooling, and nonrecurring engineering expenses) incurred by Seller in connection with the development or manufacture of the products for sale to and delivery to the destination. If state or local taxes or use tax, value added tax, or custom duty tax is applicable to any of the Goods and Services, it will be so noted on the Purchase Order, and the Seller shall bill the tax separately on its invoice.

## **12. Shipping**

Unless the Purchase Order specifies a different point, all deliveries shall be FOB destination. Title and risk of loss of all goods shall pass to Yulista upon final acceptance.

## **13. Payments**

The Seller shall issue a separate invoice for each Purchase Order and for each delivery under a Purchase Order. Seller shall submit an invoice within thirty (30) days of making a delivery. Yulista shall pay the Seller in accordance with the terms specified in the Purchase Order. Invoices shall include, but not be limited to, (a) Purchase Order number; (b) discount terms, if any; (c) item number; (d) description of supplies or services; (e) quantities; (f) unit prices; and (g) extended totals.

Unless otherwise agreed to in writing, the Seller shall be paid net thirty (30) days from later of receipt of a properly prepared invoice in accordance with the above instructions. Payment shall be deemed to have been made on the date Yulista’s check is mailed or payment is otherwise tendered. Seller shall promptly repay to Yulista any amounts paid in excess of amounts due the Seller.

## **14. Bankruptcy**

Insolvency, If the Seller ceases to conduct its operation in the normal course of business, including the inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Seller or a receiver for the Seller is appointed or applied for or an assignment for the benefit of creditors is made by the Seller, Yulista may terminate this Purchase Order without liability.

## **15. Drawings**

Unless otherwise agreed to in writing, any drawings, plans, specifications, tools, and other goods supplied by Yulista in connection with the production of the goods being purchased shall remain



the property of Yulista and shall be returned upon demand or completion of this Purchase Order. The Seller shall keep such property safe and in good condition and shall not use it except in connection with sales to Yulista. With the U.S. Government written permission, the Seller in direct contracts with the U.S. Government has a right to use data, tooling, and designs, that the U.S. Government owns or has a right to use.

## **16. Disclosure**

The Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from and owned by Yulista or created by the Seller in connection with the performance of this Purchase Order and paid for with Yulista funds, shall be the property of Yulista and shall be preserved in strictest confidence by the Seller and shall not be used or disclosed by the Seller to third persons except to the extent that such use or disclosure is necessary for the proper performance of this Purchase Order. If disclosure to a third party is necessary, the Seller shall insure that such third party holds such information in strictest confidence. With the U.S. Government's written permission, the Seller in direct contracts with the U.S. Government has a right to use data, tooling, and designs, that the U.S. Government owns or has a right to use.

## **17. Stop-Work Order**

Yulista may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this Purchase Order. The Seller shall immediately comply with the terms and conditions of the Stop-Work Order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of thirty (30) days. Yulista shall either (i) cancel the Stop-Work Order; or (ii) terminate the work covered by the order as provided in the default or the termination for convenience clause. If a Stop-Work Order is issued by Yulista for the convenience of Yulista, then Yulista shall allow reasonable cost resulting from the Stop-Work Order in arriving at the termination settlement. If a Stop-Work Order is issued by Yulista for default, Yulista may allow reasonable costs resulting from the Stop-Work Order

## **18. Remedies**

If in Yulista's judgment, the goods or services supplied by the Seller are defective or nonconforming, or the Seller fails to comply in any material respect with any of the terms and conditions or warranties of this Purchase Order then Yulista may, at its option (a) terminate this Purchase Order or any part hereof; (b) reject the goods or services in whole or in part; (c) return the goods to the Seller and charge the Seller with all costs, expenses, and damages associated with such return; (d) purchase substitute goods or services elsewhere and charge the Seller for any loss,



cost, and damages incurred; or (e) require the Seller promptly to replace, repair, or otherwise correct without expense to Yulista any nonconforming goods or services. Any such requirements, repairs, or corrections shall be subject to the warranties stated herein. Any other rights and remedies stated herein shall be in addition to any rights and remedies provided by law or equity, and shall survive inspection, test acceptance, and payment.

## **19. Disputes**

Any claim, controversy, or dispute that may arise under or in connection with this Purchase Order with respect to the rights, duties, or obligations of the Parties shall be required in writing and submitted for resolution to ascending levels of management of the respective Parties up to the Chief Executive Officer. Any dispute that cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other Party, or such additional time as the Parties agreed upon, in writing, may be settled by appropriate legal proceedings including, without limitation, arbitration or litigation. The Seller shall proceed diligently with performance pending resolution of any such dispute by settlement or final judgment. No report to credit agencies shall be made by Seller until the dispute is resolved by the settlement or final judgment. By accepting this Purchase Order, the Seller consents to this condition in its entirety. Except as may be expressly set forth in this Standard Terms and Conditions Document with the Government Contracting Officer's express consent, the Vendor / Subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

## **20. Termination for Convenience**

(a) Yulista may terminate this Purchase Order, in whole or in part, by providing notice of such termination to the Seller, specifying the extent and effective date of such termination. On the specified termination date, the Seller shall; (i) Stop performing its obligations under this Purchase Order, or any specified part thereof, as appropriate, (ii) Promptly take all commercially reasonable actions to limit amounts for which Yulista is responsible under paragraph (b) of this clause; (iii) Promptly deliver to Yulista all completed or partially completed goods to which the termination applies.

(b) In the event of any termination pursuant to this clause, Yulista's total liability shall be payment to the Seller for; (i) the purchase price of the completed goods and services and a pro-rata portion, based upon the degree of completion for partially completed goods and services if such completed or partially completed goods or services have been delivered to Yulista and the Seller has not previously been compensated therefore; (ii) The Seller's direct cost and associated indirect costs for labor and products, plus a reasonable profit for work performed specifically to Yulista and not allocable to completed or partially completed goods or services to be delivered to Yulista pursuant to paragraph (a) of this clause; (iii) Amounts determined by Yulista to be reasonably paid by the





Seller for any termination pursuant to this clause shall not exceed the purchase price of the goods and services to which such termination applies. The Seller shall have no claim against Yulista for work not performed, goods and services not delivered, loss of anticipated profits or consequential damages suffered by reason of any such termination. The Seller shall submit any claims for compensation under this clause within thirty (30) days after the effective date of termination. The Seller hereby waives, releases, and renounces any claim for compensation not made within this period.

## **21. Termination for Default**

(a) Yulista may cancel this Purchase Order, in whole or in part, to the extent the Seller fails to perform any of its material obligations under this order.

(b) In the event and to the extent of any cancellation under this clause, all obligations of Yulista and all rights and licenses of the Seller under the Purchase Order shall thereupon be canceled, and all rights and licenses of Yulista and all accrued obligations of the Seller under the Purchase Order shall survive, but only with respect to the goods and services covered by the cancellation notice. The Seller shall continue to perform those obligations under this Purchase Order to the extent not canceled.

(c) Yulista may return, and the Seller shall have no claim against Yulista for, goods and services not accepted and/or rejected by Yulista. The Seller shall submit any claims for compensation under this clause within thirty (30) days after the effective date of Termination for Default. The Seller hereby waives releases and renounces any claim for compensation not made within this period.

(d) If, after issuance of a default notice under this clause, it is determined for any reason that the Seller was not in default, or that the default was excusable under the provision of this Purchase Order, then there will be no cancellation and the Purchase Order will be terminated for convenience in accordance with the provisions of the clause entitled “TERMINATION FOR CONVENIENCE”, as of the date the cancellation would have taken effect under this clause.

## **22. Force Majeure**

Time is the essence of this Purchase Order. Neither party shall be liable for delays due to causes not reasonably foreseeable which are beyond reasonable control, such as act of God, acts of civil or military authorities, acts of terrorism, fires, strikes, floods, epidemics, wars, or riots. In the event of any such delays caused by such event of force majeure, the date of performance shall be extended for a period of time equal to the time actually lost by reason of such delay, without cost to either part. Whenever the Seller has knowledge that any actual or potential labor dispute is





delaying or threatens to delay the timely performance of this Purchase Order, the Seller shall immediately give Yulista written notice thereof.

### **23. Indemnity**

The Seller shall defend, indemnify, and hold harmless Yulista, its subsidiaries, and their respective directors, officers, employees, and agents (hereinafter referred to as “INDEMNITIES”) from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages, of any kind and nature whatsoever for property damage, personal injury, or death and expenses, costs of litigation and counsel fees related thereto, or incidental to establishing the right to indemnification, arising out of or in any way related to this Purchase Order and/or the performance thereof by the Seller.

### **24. Infringement**

The Seller shall at its own expense, hold harmless and defend Yulista against any claim, suit, or proceeding brought against Yulista which is based upon a claim, whether rightful or otherwise, that the goods and services, or any part thereof, furnished hereunder constitute an infringement of any patent, copyright, or trademark. The Seller shall pay the goods or services furnished hereunder, or any part thereof, are held to constitute infringement and the use of said goods or services or part is enjoined, the Seller shall, at its own expense, either procure for Yulista the right to continue using said goods or services or replace the same with non-infringing goods or services. This clause shall not apply to any goods or services or part thereof manufactured or furnished to Yulista’s design.

### **25. Insurance**

(a) The Seller shall, and shall require its subcontractors, to keep all materials, tools, and equipment in which Yulista has any interest insured against risk or loss or damage for their value at the Seller’s own expense during such time as they remain in the Seller’s possession.

(b) The Seller shall also provide and maintain insurance in the following amounts: (i) Workmen’s compensation insurance – statutory limits (ii) General liability insurance – bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence; (iii) Automobile insurance – automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.



## **26. Compliance with Laws**

(a) The Seller shall observe at all times all Federal, State, County, and Municipal laws or ordinances which in any manner affect the work herein specified. This Purchase Order incorporates, by reference, all applicable clauses related to employment of the handicapped, employment of veterans, or utilization of minority contractors which are required under governmental laws, orders, or regulations to be included in any such order according to applicable conditions thereof. The Seller shall also require all of its agents, subcontractors, and employees to observe and comply with said laws and ordinances and shall indemnify and hold Yulista's harmless for all claims, damages, and expenses arising from or based on the violation of any such law or ordinance by the Seller or its subcontractors, agents, or employees.

(b) The Seller hereby warrants that all goods and services provided hereunder shall conform to the Occupational Safety and Health Act (OSHA). In the event that such goods or services do not conform to OSHA and Yulista is penalized for nonconformance, the Seller agrees to indemnify Yulista for all penalties, costs, and expenses.

## **27. Severability**

If any court or administrative body of competent jurisdiction shall find any provision of this Purchase Order to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## **28. Conflicts**

To the extent of conflicts, if any, among the provisions hereof or any attachments hereto, such conflicting provisions shall prevail in the following order of precedence:

- (a) Type provision on the fact of the Purchase Order,
- (b) Purchase Order Attachments,
- (c) Printed Terms and Conditions, and
- (d) Specifications.

NOTE: If the purchase order / subcontract is issued pursuant to a Government Prime Contract, FAR and DFARS clauses supersede all other provisions.

## **29. Applicable Law and Venue**



(a) **The following applies to Purchase Orders issued by Yulista Holding, LLC and any of its subsidiaries:** This Purchase Order including these Terms and Conditions are governed by and construed exclusively under the laws of the State of Alabama. Both Yulista and the Seller hereby submit to the exclusive jurisdiction and venue of (i) The Courts of General Jurisdiction of the State of Alabama in the County of Madison, or (ii) The Federal District Court for the Northern District of Alabama, in any lawsuit involving this Purchase Order. Yulista and the Seller hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit invoicing this Purchase Order may be filed.

(b) **The following applies to Purchase Orders issued by Calista Corporation:** This Purchase Order including these Terms and Conditions are governed by and construed exclusively under the laws of the State of Alaska. Both Calista and the Seller hereby submit to the exclusive jurisdiction and venue of (i) The Courts of General Jurisdiction of the State of Alaska in the County of Anchorage, or (ii) The Federal District Court for Alaska, in any lawsuit involving this Purchase Order. Calista and the Seller hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit invoicing this Purchase Order may be filed.

### **30. Publicity**

No news release, including photographs and films, advertisement, public announcement, website application, or any part of the subject matter of this Purchase Order shall be made public by the Seller without prior written approval of Yulista.

### **31. Export Controls**

In performing the obligations of any Purchase Order issued hereunder, vendor / subcontractor will comply with all applicable export, import, and sanctions laws, regulations, orders and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, (collectively, technical data) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, Export/Import Laws). Accordingly, the vendor / subcontractor shall not transfer technical data received from Yulista to any foreign person, country, foreign subsidiary, or parent corporation, without specific authorization from the disclosing party and pursuant to an appropriate U. S. Government license. Additionally, to the extent the obligations of the vendor / subcontractor hereunder involves access to information classified by the U. S. Government as "CONFIDENTIAL" or higher, the provisions of all applicable federal laws, statutes and regulations shall apply. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.



## Standard Terms and Conditions for Government Orders

It is a material part of these Terms and Conditions that govern any purchase order / subcontract issued by Yulista Holding, LLC and any of its subsidiaries pursuant to a Government contract, that the vendor / subcontractor shall include the appropriate FAR and DFARS flow down clauses in each lower-tier purchase order or subcontract. Failure to do so will constitute a material breach of these Terms and Conditions.

### **32. Conditions Applicable to Orders for Goods Destined for Use by the United States Government**

Where the face of this Purchase Order bears a Government contract number, the following clauses shall supplement Yulista Standard Terms and Conditions for Commercial Orders (above) and to the extent of any inconsistency with Yulista Standard Terms and Conditions for Commercial Orders, the following clauses shall be controlling. Clauses that do not specifically apply to this order are self-deleting.

#### **a) Termination**

(i) Yulista shall have the right at any time and for any reason to terminate this Purchase Order in its entirety or in part in accordance with the provisions of Federal Acquisition Regulations (FAR) 52.249-1, Termination for Convenience of the Government (Fixed-Price)(Short Form), 52.249-2, Termination for Convenience of the Government (Fixed-Price), 52.249-4, Termination for Convenience of the Government (Services) (Short Form), or 52.249-6, Termination (Cost-Reimbursement), as applicable (excluding any references to the Disputes Clause). These clauses are specifically incorporated herein by reference.

(ii) In addition, Yulista may terminate this Purchase Order for default if the Seller fails to make any delivery in accordance with the schedule set forth herein or for failure to comply with any of the other requirements or terms and conditions of this Purchase Order or for failure to make progress under this Purchase Order so as to endanger performance of this Purchase Order, and does not cure such failure within a period of ten (10) days after notice from Yulista. In the event of termination for the Seller's default, Yulista may procure commodities or services similar to those terminated and the Seller shall be liable for excess re-procurement cost. Further, the Seller shall be liable to Yulista for any other remedies prescribed by law or equity.

#### **b) Federal Acquisition Regulation (FAR)**

(i) If this Purchase Order is for "commercial items" (i.e., an item that is customarily used in a non-governmental purposes and is made available to the general public), then this Purchase Order is subject to the following FAR clauses, all of which are hereby incorporated by reference:



<b>Clause(s)</b>	<b>Description</b>
52.203-11	Certification and Disclosure Regarding payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under American Recovery and Reinvestment Act of 2009
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identify Verification of Contractor Personnel
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-26	Covered Telecommunications Equipment
52.204-27	Prohibition on a ByteDance Covered Application
52.208-8	Required Sources for Helium and Helium Usage Data
52.212-3	Offeror Representations and Certifications – Commercial Items
52.212-4	Contract Terms and Conditions – Commercial Items
52.215-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.219-8	Utilization of Small Business Concerns
52.222-3	Convict Labor
52.222-11	Subcontracts (Labor Standards)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-26	Equal Opportunity (Executive Order 11246)
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-34	(with Alternate I_ Project Labor Agreement
52.222-35	Equal Opportunity for Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Act of 1965



<b>Clause(s)</b>	<b>Description</b>
52.222-50	Combating Trafficking in Person
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements
52.222-54	Employment Eligibility Verification
52.223-7	Notice of Radioactive Materials
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment
52.223-14	Acquisition of EPEAT - Registered Televisions
52.223-15	Energy Efficiency in Energy Consuming Products
52.223-16	Acquisition of EPEAT – Registered Personal Computer Products
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-20	Aerosols
52.223-21	Foams
52.225-1	Buy American Act – Supplies
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-1	Authorization and Consent
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor
52.227-13	Patent Rights – Ownership by the Government
52.228-3	Workers Compensation Insurance (Defense Base Act)
52.228-4	Workers Compensation and War Hazard Insurance Overseas
52.232-27	Prompt Payment for Construction Contracts
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.246-1 Through 52.246-9	Contractor Inspection Requirement, Provisions and Clauses
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
52.248-1	Value Engineering





(ii) If this purchase order is for other than “commercial items”, then this Purchase Order is subject to the following FAR clauses, all of which are hereby incorporated by reference:

<b>Clause(s)</b>	<b>Description</b>
52.202-1	Definitions
52.204-2	Security Requirements
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-4	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-26	Covered Telecommunications Equipment or Services – Representation
52.204-27	Prohibition on a ByteDance Covered Application
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-1	Qualification Requirements
52.209-3	First Article Approval – Contractor Testing
52.209-4	First Article Approval – Government Testing
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation
52.211-16	Variation in Quantity
52.216-5	Price Redetermination – Prospective
52.216-6	Price Redetermination – Retroactive
52.216-7	Allowable Cost and Payments (applies only to Cost-Reimbursement Type Contracts)
52.216-9	Fixed Fee – Construction
52.216-16	Incentive Price Revision – Firm Target
52.216-17	Incentive Price Revision – Successive Target
52.216-23	Execution and Commencement of Work
52.216-24	Limitation of Government Liability





<b>Clause(s)</b>	<b>Description</b>
52.216-25	Contract Deviantization
52.222-3	Convict Labor
52.222-11	Subcontracts (Labor Standards)
52.222-19	Chile Labor – Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-34	(with Alternate I) Project Labor Agreement
52.222-35	Equal Opportunity for Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-41	Service Contract Act of 1965, as Amended
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Service - Requirements
52.222-54	Employment Eligibility Verification
52.223-3	(with Alternate I) Hazardous Material Identification and Material Safety Data
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223.12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
52.223-13	Acquisition of EPEAT – Registered Imaging Equipment
52.223-14	Acquisition of EPEAT – Registered Televisions
52.223-15	Energy Efficiency in Energy Consuming Products
52.223-16	Acquisition of EPEAT – Registered Personal Computer Products
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-20	Aerosols
52.223-21	Foams
52.225-1	Buy American Act – Supplies
52.225-3	Buy American – Free Trade Agreements – Israeli Trade Act
52.225-5	Trade Agreement
52.225-8	Duty-Free Entry



<b>Clause(s)</b>	<b>Description</b>
52.225-13	Restrictions on Certain Foreign Purchases
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-25	Prohibition on Contracting with Entities Engineering in Certain Activities or Transactions Relating to Iran – Representation and Certifications
52.227-3	Patent Indemnity
52.227-9	Refund Royalties
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor
52.227-13	Patent Rights – Ownership by the Government
52.227-14	Rights in Data – General
52.227-19	Commercial Computer Software License
52.228-3	Workers Compensation Insurance (Defense Base Act)
52.228-4	Workers Compensation and War Hazard Insurance Overseas
52.232-27	Prompt Payment for Construction Contracts
52.233-1	Disputes
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.234-4	Earned Value Management System
52.242-15	Stop Work Order
52.243-1	Changes – Fixed-Prices
52.243-2	Changes – Cost Reimbursement
52.243-3	Changes – Time and Materials or Labor-Hours
52.245-1	Government Property
52.245-2	Government Property Installation Operation Services
52.245-4	Government Furnished Property (Short Form)
52.245-5	Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts)
52.245-9	Use and Charges
53.246-1 through 52.246-9	Contractor Inspection Requirement, Provisions and Clauses
52.246-11	High-Level Contract Quality Requirement
52.246-15	Certificate of Conformance
52.246-26	Reporting Nonconforming Items
52.247-63	Preference for U.S. – Flag Air Carriers
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed Price)
52.249-8	Default (Fixed-Price Supply and Services)



(iii) FAR Clauses required on orders exceeding “simplified acquisition threshold” (FAR 2.201):

<b>Clause(s)</b>	<b>Description</b>
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickbacks Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employee of Whistleblower Rights
52.215-2	Audit and Records – Negotiation
52.215-14	Integrity of Unit Prices
52.215-22	Limitation on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitation on Pass-Through Cost
52.2199-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.228-5	Insurance – Work on Government Installation
52.229-3	Federal, State, and Local Taxes
52.233-2	Service of Protest
52.233-3	Protest After Award
52.236-13	Accident Prevention
52.242-13	Bankruptcy
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.246-16	Responsibility for Supplies
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels

(iv) FAR Clauses required when subcontractor cost or pricing data are required:

<b>Clause(s)</b>	<b>Description</b>
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)



<b>Clause(s)</b>	<b>Description</b>
52.210-1	Market Research
52.214-26	Audit and Records – Sealed Bidding
52.214.27	Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Biding
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Biding
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post – Retirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.219-9	Small Business Subcontracting Plan (This clause does not apply to small business concerns)
52.230-2	Cost Accounting Standards (applicable to Large Business only)
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
52.230-5	Cost Accounting Standards – Educations Institution
52.230-6	Administration of Cost Accounting Standards
52.242-1	Notice of Intent to Disallow Costs (applicable only for Cost Reimbursement, Fixed-Price Incentive, or Price Redetermination Orders)
52.242-3	Penalties for Unallowable Costs (applicable only for Cost Reimbursement, Fixed-Price Incentive, or Price Redetermination Orders)



(v) Where necessary to make FAR clauses consistent with this Purchase Order the words “Government”, “Contracting Officer”, and similar words used therein shall mean Yulista, and the work “Contractor” shall mean Seller.

(vi) The Seller covenants and agrees that if Yulista’s contract price or cost allowance is reduced by reason of the Seller’s failure to comply with an applicable Cost Accounting Standard or to follow any practice disclosed in its Disclosure Statement, Yulista shall be entitled to:

- Reduce the price of this Purchase Order by an amount commensurate with the reduction in Yulista’s contract price or cost allowance together with interest computed at the applicable Treasury rate; or
- In the event the Seller already have been paid the full Purchase Order price, the Seller shall reimburse and indemnify Yulista in an amount commensurate with the reduction in Yulista’s contract price or cost allowance together with interest computed at the applicable Treasury rate.

### **33. Preaward On-Site Equal Opportunity Compliances Evaluation (FAR 52.224-24)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a Preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective contractors and subcontractors to be in compliance with Executive Order 11246.

### **34. Equal Opportunity (FAR 52.222-26)**

If, during any twelve (12) month period (including the twelve (12) months preceding the award of this contract), the Seller has been or is awarded non-exempt Federal Contracts and/or Subcontracts that have an aggregate value in excess of \$10,000, the Seller shall comply with the paragraphs (i) through (xi) below. Upon request, the Seller shall provide information necessary to determine the applicability of this clause.

During the performance of this contract, the Contractor agrees as follows:

(i) The Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Seller to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.



(ii) The Seller shall not take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(iii) The Seller shall post in conspicuous places available to employees and applicants for employment the notice to be provided by the Contracting Officer that explain this clause.

(iv) The Seller shall, in all solicitations or advertisement for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(v) The Seller shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Seller's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) The Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(vii) The Seller shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Seller shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Seller has filed within the twelve (12) months preceding the date of contract award, the Seller, shall, within thirty (30) days after contract award, apply to either the Regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(viii) The Seller shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Seller shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(ix) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further



Government contracts, under the procedures authorized in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(x) The Seller shall include the terms and conditions of these paragraphs in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(xi) The Seller shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter the litigation to protect the interests of the United States.

Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41.CFR 601.1

### **35. Government Inspection**

If this Purchase Order bears a Government contract number, the Government has the right to perform government quality assurance at the Seller's plant as may be necessary to determine conformance with the requirements specified for all services and/or supplies ordered herein. In addition, there may be further Government inspection rights provided by FAR citations (i.e., 52.246-2 through 52.246-9) or by Yulista's Quality Terms, if applicable.

### **36. Government Owned Facilities**

If Government-Owned facilities are to be used by the Seller to perform work prescribed herein, two prices are to be submitted: one based on rent-free use and one based on rental payments (applicable to request for quote only).

### **37. Anti-Kickback**

Yulista prohibits the payment of nay money, fee commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract. All suspected violations of this section must be reported immediately to Yulista's Ethics Officer.

### **38. Work Performed in Yulista Facilities**





Work performed under this Purchase Order in a Yulista facility may require the individuals assigned to be U.S. citizens. Before assigning any foreign nationals to work in a Yulista facility in support of this Purchase Order, the Seller shall obtain prior written approval from Yulista. The Seller shall also screen all individuals who have access to Yulista facilities against the U.S. Government's Denied Parties List. If the Seller does not have access to the Denied Parties List, names of the individuals shall be provided to Yulista for screening.

### **39. Order Completion and Closeout (Applicable to Subcontracts Pursuant to a Yulista Government or Yulista Prime Contract)**

Subcontractor agrees to close out this order within the following schedule:

- **Firm-Fixed Price Orders**: Final invoice must be submitted no later than forty-five (45) days following final delivery and must be marked as FINAL INVOICE.
- **Firm Price / Labor Hour Orders**: Final invoice must be submitted no later than forty-five (45) days following final delivery and must be marked as FINAL INVOICE.
- **Time and Material Orders**: Quick closeout procedures shall be used to the maximum extent possible (reference FAR 42.708). Closing documents using quick closeout procedures shall be submitted within six (6) months of completion of the order. Where quick closeout is not authorized, closing documents shall be submitted within twenty-four (24) months of completion of the order.
- **Cost - Reimbursement Orders**: Quick closeout procedures shall be used to the maximum extent possible (reference 42.708). Closing documents using quick closeout procedures shall be submitted within six (6) months of completion of the order. Where quick closeout is not authorized, closing documents shall be submitted within twenty-four (24) months of completion of the order.
- **Special Note for Delivery / Task Order Contracts**: Completion vouchers and documents shall be submitted on each delivery order within three (3) months of order completion. Any subsequent adjustments required on Cost-Reimbursement elements will be made on the final delivery order, which will be closed out in accordance with the schedule specified for the contract type.

Failure to submit documents within the specified period will result in a unilateral closeout of the order by Yulista.



#### 40. Organizational Conflict of Interest

- a) The Seller certifies no organizational conflict of interest as defined in FAR 9.501.
- b) The Seller agrees that during the period of performance of this Purchase Order and for a period of one (1) year thereafter, the Seller shall not, without prior written approval of Yulista and the Government Contracting Officer, participate as a prime contract or a subcontractor or consultant to any tier to provide support services for any supported weapon systems covered by this Purchase Order. The Seller further agrees that the Seller shall not, within the period of performance of this subcontract, participate as a subcontractor or consultant at any tier to provide technical services of the kind called out in the scope of work (SOW) without prior written approval of Yulista and the Government Contracting Officer.

#### 41. DFAR Clauses

Clause(s)	Description
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
252.211-7003	Item Identification and Valuation
252.217-7012	Liability and Insurance
252.222-7000	Restrictions on Employment Personnel
252.222-7006	Restriction on the use of Mandatory Arbitration Agreements
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7000	Buy American-Balance of Payments Program Certificate
252.225-7001	Buy American and Balance of Payments Program
252.225-7006	Acquisition of the American Flag
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7040	Contractor Personnel Authorized to Accompany US Armed Forces Deployed Outside the United States
252.225-7048	Export-Controlled Items



<b>Clause(s)</b>	<b>Description</b>
252.225-7043	Antiterrorism / Force Protection for Defense Contractors Outside the United States
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DOD Contracts
252.227-7013	Rights in Technical Data – Noncommercial Items
252.224-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights – Ownership by the Contractor (Larger Business)
252.228-7001	Ground & Flight Risk
252.228-7002	Aircraft Flight Risk
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – US Assistance Programs
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.244-7000	Subcontracts for Commercial Items
252.244-7001	Tagging, Labeling, and Marking of Government-Furnished Property
252.244-7002	Reporting Loss of Government Property
252.244-7003	Contractor Property Management System Administration
252.244-7004	Reporting, Reutilization, and Disposal
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.249-7002	Notification of Anticipated Contract Termination or Reduction



ADDITIONAL TERMS AND CONDITIONS IF CONTRACT NUMBER **W58RGZ-18-D-00001** IS CITED

The following Federal Acquisition Regulations (FARs) and Defense FAR Supplement clauses are incorporated. In all such clauses, unless the context of the clause requires otherwise, the term “Contractor” shall mean Subcontractor, the term “Contract” shall mean this Subcontract, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Yulista and Yulista’s Subcontract Administrator, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a Subcontractor to Yulista, to ensure Subcontractor’s obligations to Yulista and to the United States Government, and to enable Yulista to meet its obligations under its Prime Contract. **It is a material part of these Terms and Conditions that govern any purchase order/subcontract issued by Yulista pursuant to a Government contract, that the vendor/subcontractor shall include the appropriate FAR and DFARS flow down clauses in each lower-tier purchase order or subcontract. Failure to do so will constitute a material breach of these Terms and Conditions.**

Any required submission or disclosure of Subcontract confidential financial information or other proprietary data will be to an authorized representative of Yulista’s Government Customer ONLY.

Clause Number	Clause Name	Date
52.216-22	Indefinite Quantity	Oct-95
5152.225-5902	Fitness for Duty and Medical/Dental Care Limitations	Jun-15
5152.225-5904	Monthly Contractor Census Reporting	Aug-14
5152.247-5900	Inbound/Outbound Cargo and Contractor Equipment Census	Apr-12
952.225-0002	Armed Personnel Incident Reports	Dec-11
52.246-1	Contractor Inspection Requirements	Apr-84
52.246-2	Inspection of Supplies – Fixed-Price	Aug-96
52.246-3	Inspection of Supplies – Cost-Reimbursement	May-01
52.246-4	Inspection of Services – Fixed-Price	Aug-96
52.246-5	Inspection of Services – Cost-Reimbursement	Apr-84
52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements	Aug-96
52.246-16	Responsibility for Supplies	Apr-84
52.246-11	Higher-Level Contract Quality Requirement	Dec-14
52.242-15	Stop-Work Order	Aug-89
52.242-15	Stop-Work Order (Aug 1989) – Alternate I (Apr 1984)	Apr-84
52.242-17	Government Delay of Work	Apr-84
52.247-29	F.O.B. Origin	Feb-06



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
52.247-30	F.O.B. Origin, Contractor's Facility	Feb-06
52.247-34	F.O.B. Destination	Nov-91
52.247-43	F.O.B. Designated Air Carrier's Terminal, Point of Exportation	Feb-06
52.247-44	F.O.B. Designated Air Carrier's Terminal, Point of Importation	Apr-84
52.247-48	F.O.B. Destination – Evidence of Shipment	Feb-99
52.247-52	Clearance and Documentation Requirements – Shipments to DoD Air or Water Terminal Transshipment Points	Feb-06
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property	Jun-03
52.247-61	F.O.B. – Origin – Minimum Size of Shipments	Apr-84
52.247-65	F.O.B. Origin, Prepaid Freight – Small Package Shipments	Jan-91
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	Aug-12
252.211-7008	Use of Government-Assigned Serial Numbers	Sep-10
252.211-7003	Item Identification and Valuation	Mar-16
252.211-7006	Passive Radio Frequency Identification	Mar-18
252.232-7006	Wide Area Workflow Payment Instructions	May-13
5152.225-5914	Commodity Shipping Instructions	Aug-11
5152.225-5915	Contractor Accountability and Personnel Recovery	Jun-14
52.202-1	Definitions	Jan-12
52.203-3	Gratuities	Apr-84
52.203-5	Covenant Against Contingent Fees	May-14
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep-06
52.203-7	Anti-Kickback Procedures	May-14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May-14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May-14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct-10
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17
52.204-2	Security Requirements	Aug-96
52.204-4	Printed or Copied Double-Sided on Post Consumer Fiber Content Paper	May-14
52.204-7	Central Contractor Registration	Feb-12
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct-16
52.204-13	System for Award Management Maintenance	Oct-16
52.204-18	Commercial and Government Entity Code Maintenance	Jul-16



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
52.209-6	Protecting The Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct-15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul-13
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov-15
52.210-1	Market Research	Apr-11
52.211-5	Material Requirements	Aug-00
52.211-15	Defense Priority and Allocation Requirements	Apr-08
52.215-2	Audit and Records – Negotiations	Oct-10
52.215-8	Order of Precedence – Uniform Contract Format	Oct-97
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	Aug-11
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	Oct-10
52.215-14	Integrity of Unit Prices	Oct-10
52.215-15	Pension Adjustments and Asset Reversions	Oct-10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul-05
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	Oct-10
52.215-23	Limitations on Pas-Through Charges	Oct-09
52.216-8	Fixed Fee	Jun-11
52.219-8	Utilization of Small Business Concerns	Nov-16
52.219-14	Limitations on Subcontracting	Jan-17
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Jan-18
52.222-20	Contracts for Material, Supplies, Articles, and Equipment Exceeding \$15,000	May-14
52.222-21	Prohibition of Segregated Facilities	Apr-15
52.222-26	Equal Opportunity	Mar-07
52.222-29	Notification of Visa Denial	Apr-15
52.222-37	Employment Reports on Veterans	Feb-16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.222-50	Combating Trafficking in Persons	Mar-15
52.222-54	Employment Eligibility Verification	Oct-15
52.223-5	Pollution Prevention and Right-to-Know Information	May-11
52.223-6	Drug Free Workplace	May-01
52.223-10	Waste Reduction Program	May-11
52.223-15	Energy Efficiency in Energy – Consuming Products	Dec-07





<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug-11
52.223-19	Compliance with Environment Management Systems	May-11
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
52.227-1	Authorization and Consent	Dec-07
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec-07
52.227-10	Filing of Patent Applications – Classified Subject Matter	Dec-07
52.228-5	Insurance – Work on a Government Installation	Jan-97
52.228-7	Insurance – Liability to Third Persons	Mar-96
52.229-3	Federal, State, and Local Taxes	Feb-13
52.229-6	Taxes – Foreign Fixed-Price Contracts	Feb-13
52.232-1	Payments	Apr-84
52.232-2	Payments under Fixed-Price Research and Development Contracts	Apr-84
52.232-8	Discounts for Prompt Payment	Feb-02
52.232-11	Extras	Apr-84
52.232-17	Interest	May-14
52.232-18	Availability of Funds	Apr-84
52.232-20	Limitation of Cost	Apr-84
52.232-22	Limitation of Funds	Apr-84
52.232-23	Assignment of Claims (Jan 1986) – Alternate I (Apr 1984)	Apr-84
52.232-25	Prompt Payment	Jan-17
52.232-25	Prompt Payment (Oct 2008) – Alternate I (Feb 2002)	Feb-02
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	Jul-13
52.232-37	Multiple Payment Arrangements	May-99
52.232-39	Unenforceability of Unauthorized Obligations	Jun-13
52.232-40	Providing Accelerated Payments to Small Business Contractors	Dec-13
52.233-1	Disputes	May-14
52.233-3	Protest After Award	Aug-96
52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	Jun-85
52.233-4	Applicable Law for Breach of Contractor Claim	Oct-04
52.242-1	Notice of Intent of Disallow Cost	Apr-84
52.242-3	Penalties for Unallowable Cost	May-14
52.242-4	Certification of Final Indirect Cost	Jan-97
252.242-13	Bankruptcy	Jul-95





<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
52.243-1	Changes – Fixed-Price	Aug-87
52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alternate II (Apr 1984)	Aug-87
52.244-5	Competition in Subcontracting	Dec-96
52.244-6	Subcontracts for Commercial Items	Nov-17
52.245-1	Government Property	Jan-17
52.245-9	Use and Changes	Apr-12
52.246-23	Limitation of Liability	Feb-97
52.246-24	Limitation of Liability – High Value Items	Feb-97
52.247-63	Preference for U.S. – Flag Air Carriers	Jun-03
52.248-1	Value Engineering	Oct-10
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr-12
52.249-6	Termination (Cost-Reimbursement)	May-04
52.249-8	Default (Fixed-Price Supply and Service)	Apr-84
52.249-14	Excusable Delays	Apr-84
52.251-1	Government Supply Sources	Apr-12
52.253-1	Computer Generated Forms	Jan-91
252.201-7000	Contracting Officer’s Representative	Dec-91
252.203-7000	Requirement Relating to Compensation of Former DoD Officials	Sep-11
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense - Contract-Related Felonies	Dec-08
252.203-7003	Agency Office of the Inspector General	Dec-12
252.203-7004	Display of Hotline Posters	Oct-16
252.204-7000	Disclosure of Information	Oct-16
252.204-7003	Control of Government Personnel Work Product	Apr-92
252.204-7004	Alternate A, System for Award Management	Feb-14
252.204-7005	Oral Attestation of Security Responsibilities	Nov-01
252.204-7006	Billing Instructions	Oct-05
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec-19
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	May-16
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec-91
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Oct-15
252.215-7000	Pricing Adjustments	Dec-12
252.219-7011	Notification to Delay Performance	Jun-98



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) – Alternate I (Nov 1995)	Dec-10
252.223-7008	Prohibition of Hexavalent Chromium	Jun-13
252.225-7000	Buy American – Balance of Payments Program Certificate	Nov-14
252.223-7001	Buy American and Balance of Payments Program – Basic	Dec-17
252.223-7001	Buy American and Balance of Payments Program (Dec 2017) – Alternate I (Dec 2017)	Dec-17
252.225-7002	Qualifying Country Sources as Subcontractors	Dec-17
	Report of Intended Performance Outside the United States and Canada	
252.225-7005	Identification of Expenditures in the United States	Jun-05
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar-13
252.225-7012	Preference for Certain Domestic Commodities	Dec-17
252.225-7013	Duty-Free Entry	May-16
252.225.7016	Restriction on Acquisition of Ball and Roller Bearings	Jun-11
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Dec-06
252.225-7033	Waiver of United Kingdom Levies	Apr-03
	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the Export-Controlled Items	
252.225-7048	Export-Controlled Items	Jun-13
	Utilization of Indian Organizations, Indian-Owned Economic Enterprises	
252.227-7013	Rights in Technical Data – Noncommercial Items	Feb-14
	Rights in Noncommercial Computer Software and Noncommercial	
252.227-7015	Technical Data – Commercial Items	Feb-14
252.227-7016	Rights in Bid or Proposal Information	Jan-11
252.227-7019	Validation of Asserted Restrictions – Computer Software	Set-16
	Limitations on the Use or Disclosure of Government-Furnished Information	
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr-88
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr-88
252.227-7030	Technical Data – Withholding of Payment	Mar-00
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-16
252.227-7039	Patents – Reporting of Subject Inventions	Apr-90
252.228-7001	Ground and Flight Risk	Jun-10
252.228-7003	Capture and Detention	Dec-91



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
	Accident Reporting and Investigation Involving Aircraft, Missile, and Space	
252.229-7014	Taxes – Foreign Contracts in Afghanistan	Dec-15
252.231-7000	Supplemental Cost Principles	Dec-91
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions	Dec-91
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun-12
252.232-7004	DoD Progress Payment Rates	Oct-14
252.232-7010	Levies on Contract Payments	Dec-06
252.235-7003	Frequency Authorization (Mar 2014) – Alternate I (Mar 2014)	Mar-14
252.239-7001	Information Assurance Contractor Training and Certification	Jan-08
252.242-7005	Contractor Business Systems	Feb-12
252.242-7006	Accounting System Administration	Feb-12
252.243-7001	Pricing of Contract Modifications	Dec-91
252.243-7002	Requests for Equitable Adjustments	Dec-12
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Sep-11
252.244-7001	Contractor Purchasing System Administration – Basic	May-14
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr-12
252.245-7002	Reporting Loss of Government Property	Dec-17
252.245-7003	Contractor Property Management System Administration	Apr-12
252.245-7004	Reporting, Reutilization, and Disposal	Dec-17
252.246-7000	Material Inspection and Receiving Report	Mar-08
252.246-7001	Warranty of Data (Mar 2014) – Alternate I (Mar 2014)	Mar-14
252.246-7001	Warranty of Data (Mar 2014) – Alternate II (Mar 2014)	Mar-14
252.246-7001	Warranty of Date – Basic	Mar-14
252.246-7003	Notification of Potential Safety Issues	Jun-13
252.246-7008	Sources of Electronic Parts	May-18
252.247-7023	Transportation of Supplies by Sea	Apr-14
252.251-7000	Ordering from Government Supply Sources	Aug-12
52.216-7	Allowable Cost and Payment	Jun-11
42.708	Quick-Closeout Procedures	
52.216-10	Incentive Fee	Jun-11
52.216-16	Incentive Price Revision – Firm Target	Oct-97
52.216-19	Order Limitations	Oct-95
52.216-22	Indefinite Quantity	Oct-95
52.217-9	Option to Extend the Term of the Contract	Mar-00



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
52.222-2	Payment for Overtime Premiums	Jul-90
52.227-11	Patent Rights – Ownership by the Contractor	May-14
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts	Mar-90
52.243-7	Notification of Changes	Jan-17
52.244-2	Subcontracts	Oct-10
252.209-7010	Critical Safety Items	Aug-11
252.216-7006	Ordering	May-11
252.219-7009	Section 8(a) Direct Award	Sep-07
252.219-7010	Notification of Competition Limited to Eligible 8(a) Concerns – Partnership Agreement	Mar-16
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Sep-99
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales	Apr-03
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Jun-15
252.234-7002 (DEV2015-00017)	Earned Value Management System (DEV2015-00017)	Sep15
52.203-13	Contractor Code of Business Ethics and Conduct	Oct-15
52.204-19	Incorporation by Reference of Representations and Certifications	Dec-14
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun-16
52.215-19	Notification of Ownership Changes	Oct-97
52.219-28	Post-Award Small Business Program Re-representation	Jul-13
52.222-35	Equal Opportunity for Veterans	Oct-15
52.222-36	Equal Opportunity for Workers with Disabilities	Jul-14
52.223-3	Hazardous Material Identification and Material Safety Data	Jan-97
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Jun-16
52.223-20	Aerosols	Jun-16
52.252-2	Clauses Incorporated by Reference	Feb-98
52.252-6	Authorized Deviations in Clauses	Apr-84
252.211-7005	Substitutions for Military or Federal Specifications and Standards	Nov-05
252.223-7001	Hazard Warning Labels	Dec-91
252.225-7993 (DEV 2015-00016)	Prohibition on Providing Funds to the Enemy (DEV 2015-00016)	Sep-15



<b>Clause Number</b>	<b>Clause Name</b>	<b>Date</b>
252.225-7995 (DEV 2017-O0004)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEV 2017-O0004)	Sep-14
252.225-7997 (DEV 2013-O0017)	Contractor Demobilization (DEV 2013-O0017)	Aug-13

