



**The following terms shall be applicable to QuickSilver Analytics purchase orders. Acceptance/Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by the Vendor.**

Prior to accepting this Purchase Order, QuickSilver Analytics urges The Seller to read and understand fully the terms and conditions under which said Purchase Order is issued. Should there be any questions involving these terms and condition The Seller should contact the QuickSilver Analytics Contractual Point of Contact listed in the Purchase Order.

**Definitions** - As used herein, the following terms have the meanings so indicated: a) "Items" means goods and/or services ordered by QuickSilver Analytics from The Seller pursuant to a Purchase Order. b) "Purchase Order" means a transmission by QuickSilver Analytics to The Seller, electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed (each a "transmission"), containing a Purchase Order number, a supplier code number, an item, identification or specification number, engineering change number or material code number, and/or such other information evidencing an offer to The Seller by QuickSilver Analytics relating to 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" as used herein means any and all products, chemicals, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by The Seller under this Purchase Order other than labor. The term "services" means any and all technical assistance, consultation, 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 product of goods.

- 1. Acceptance and Modifications of Purchase Order:** Agreement by Seller to furnish the goods hereby ordered, signing and returning a copy of Purchase Order, commencement of performance, shipment of goods, or acceptance of any payment, shall constitute Seller's unqualified acceptance of this Purchase Order subject to these terms and conditions. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions contained herein shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made by Seller in writing and be signed by Buyer.
- 2. Contractual Direction:** Only the Buyer has authority on behalf of Buyer to make changes to this Purchase Order. Buyer's engineering and technical personnel may from time to time render assistance or given technical advice, discuss or affect an exchange of information with Seller's personnel concerning the goods hereunder. No such action shall be deemed to be a change under the "Change" article of this Purchase Order and shall not be the basis for equitable adjustment. Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to the Buyer's Procurement Representative.
- 3. Invoice and Payment:** Original Invoice shall be submitted to accounts receivable for each delivery of goods and contain the following information: purchase order number; unique invoice number, invoice date, remit to address, line item number, description of good, part number, size, quantity, unit price, extended line item total and total invoice price. Any invoice submitted hereunder will be paid Net 30 (N30) Days after receipt of proper invoice and acceptance of delivered goods by the Buyer. Before payment, Buyer may make any adjustments to Seller's invoice to accommodate shortages, late delivery, rejections or other failure to comply with the requirements of this Purchase Order. Payment discounts will be taken from the date of an acceptable invoice. Payment shall not constitute final acceptance. Buyer may offset against any payment hereunder for any amount owed to Buyer by Seller. In the event of an overpayment, Seller shall promptly repay Buyer any amount paid in excess of amounts due to Seller.



4. **Taxes:** All taxes, including, but not limited to, federal, state and local income taxes; franchise taxes; federal, state and local sales and use taxes (except sales or use taxes imposed on account of a transaction made under this Agreement); gross receipts taxes; and property taxes, are deemed to be included in the price of the goods. If state or local sales or use tax, value-added tax, or custom duty tax is applicable to any of the goods, it will be so noted on the Purchase Order, and the Seller shall bill the applicable tax separately on its invoice.
5. **Delivery:** Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer reserves the right to refuse or return at Seller's risk and expense shipments made in excess of this Purchase Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Delivery shall not be deemed to be complete until goods have been actually received and accepted by property.

Seller shall notify Buyer in writing immediately of any actual or potential delivery delays under this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

6. **Packing and Shipping:** Unless otherwise specified, all goods shall be suitably packed in accordance with good commercial practices and comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller.

Packing List shall accompany each shipment showing the purchase order number as well as the item number, description of goods and quantity. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and may be returned to Seller at Seller's expense.

Unless otherwise stated herein, all deliveries under this Purchase Order shall be F.O.B. destination. Title and risk of loss of all goods shall pass to Buyer, when goods are received and Buyer takes possession of goods.

7. **Inspection and Acceptance:** At no additional cost to the Buyer, all goods and services are subject to inspection by Buyer or Buyer's customer at reasonable times and places, including at Seller's location or at Seller's low-tier supplier/subcontractor's location.

If Seller delivers non-conforming good, Buyer may, in addition to any other remedies available at law or at equity: (i) accept all or part of such goods at an equitable price reduction; or (ii) reject non-conforming goods; or (iii) require Seller, at Seller's expense, to make all repairs, modifications, or replacements at the direction of Buyer necessary to enable such good to comply in all respects with this Purchase Order requirement. In this instance, Seller shall not redeliver corrected good without disclosing the corrective action taken to Buyer.

8. **Warranty:** The Seller represents and warrants that all goods shall (i) conform strictly to applicable specifications, drawings, and standards of quality and performance and suitable for their intended purpose; (ii) all goods delivered will be new, unless otherwise specified herein, and be free from defects in design, material and workmanship; (iii) not be or contain Counterfeit Items/parts; and (iv) be and only contain goods obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor.



Seller warrants any hardware, software and firmware goods delivered hereunder shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (i) damage, destroy or alter any software or hardware; (ii) reveal, damage, destroy or alter any data; (iii) shall not contain any third party software that may require any software to be published, accessed or otherwise made available without the Buyer's consent or may require distribution, copying or modification of any software free of charge; and (iv) shall not infringe any patent, copyright, trademark or other proprietary right of any third party or misappropriate any trade secret of any third party.

All warranties specified in this article shall survive inspection, delivery, acceptance, or payment by Buyer.

**9. Changes and Suspension:** Buyer may, by written notice to Seller at any time, make changes within the general scope of this Purchase Order in any one or more of the following: (a) drawings, designs or specification; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer, may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer at its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20 days) from the date of notification of the change or suspension from Buyer. The Seller shall provide supporting documentation for the claim. No such adjustment or any other modification of the terms of this Purchase Order will be allowed unless authorized by Buyer by means of a written modification to this Purchase Order. Failure to agree to any adjustments shall be resolved in accordance with the Disputes Article. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

**10. Disputes:** Any claim, controversy, or dispute (hereinafter collectively referred to as "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 reduced to 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) calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, may be settled by appropriate legal proceedings including, without limitation, arbitration or litigation. Any litigation shall be filed in a court of competent jurisdiction within Madison County, Alabama. The Seller shall proceed diligently with performance pending resolution of any such Dispute by settlement or final judgment. By accepting this Purchase Order, the Seller consents to this condition in its entirety.

Labor disputes: 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 provide written notice thereof, including all relevant information, to Buyer.

**11. Force Majeure:** Neither party shall be liable for failure or delay in performance under this Purchase Order, in whole or in part, for causes beyond the control and without the fault or negligence of the parties. Such causes are acts of God or of any public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, labor strikes, freight embargoes and unusually severe weather. When such a cause arises, the impacted party shall provide written notification to the other party within ten (10) days of such cause.

**12. Indemnification:** Seller shall indemnify, defend, and hold harmless Buyer, and Buyer's customers from and against any and



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all damages, losses, liabilities, claims, demands, subrogation's, suits, actions, proceedings, cost and expenses (including reasonable attorneys' fees and cost of litigation) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's suppliers/subcontractors, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud; (ii) breach of any representation, warranty or covenant made herein; (iii) breach of the confidentiality or disclosure provisions herein; (iv) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (v) violation of any law or regulation. Notwithstanding of the foregoing, Seller's obligations under this Article shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of Buyer.

Buyer shall promptly notify Seller of any claim that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

If the sale or use of any good delivered under this Purchase Order is enjoined as a result of Seller's infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right, Seller shall obtain, at no expense to Buyer, the right for Buyer and Buyer's customer to use and sell said good or shall substitute an equivalent good acceptable to Buyer.

- 13. Limited Liability:** Notwithstanding anything else to the contrary herein, Seller agrees that the maximum liability of Buyer under this Purchase Order (whether by reason of breach of contract, tort, or otherwise, including under all indemnification and warranty provisions (if any)), shall be limited to the aggregate amount of payments made to Seller as of the date the claim arises, and in no event shall Buyer be liable for indirect, special, consequential, punitive, exemplary, or incidental damages, regardless of whether Buyer (a) has been informed of the possibility of such damages or (b) is negligent.
- 14. Buyer's Furnished Items and Property:** All items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Purchase Order and specifically charged to Buyer, shall be the property of Buyer. Upon completion, expiration or termination of this Purchase Order, Seller shall return all such items in good condition, reasonable wear only accepted, together with all spoiled and surplus items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such items not returned. Seller shall make no charge for any storage, maintenance or retention of such items. Seller shall bear all risk of loss for all such items in Seller's possession. Seller also agrees to use any designs or data contained or embodied in such items in accordance with any restrictive legends placed on such items by Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Seller agrees: (i) not to substitute any other material for such fabrication without Buyer's prior written consent; and (ii) that title to such material shall not be affected by incorporation or attachment to any other property.
- 15. Intellectual Property:** Seller warrants that the goods delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless Buyer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the good delivered under this Purchase Order infringes or otherwise violates the intellectual property rights of any person or entity.

All data, copyrights, reports, and works of authorship developed in performance of this Purchase Order shall be the sole property of Buyer and shall be used by Seller solely in work for Buyer. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, Seller hereby assigns to Buyer the ownership of copyright in the deliverable items and Buyer shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable items. Seller agrees to give Buyer or its designees all assistance



reasonably required to perfect such rights.

To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by Buyer pursuant to this or a previous agreement with Seller, Seller grants to Buyer an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Seller and furnished to Buyer pursuant to this Purchase Order shall become the sole property of Buyer.

- 16. Disclosure:** No news releases, public announcement, denial or confirmation of any part of the subject matter of this Purchase Order or any phase of any program hereunder shall be made without prior written consent of the Buyer which shall not be unreasonably withheld.
- 17. Assignment:** This Purchase Order may not be assigned novated or otherwise transferred by operation of law or otherwise by Seller without Buyer's prior written consent, which shall not be unreasonably withheld. Seller agrees to obtain Buyer's written approval before subcontracting this purchase order or any substantial portion thereof; provided; however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials.
- (a) **Insurance:** Without prejudice to Seller's liability to indemnify Buyer as stated in any Indemnification provision contained in this Purchase Order, Seller shall, at its own expense, maintain, with insurers which are rated A- or better by A.M. Best, the following minimum coverage for the duration of this Purchase Order, and ensure that any of its suppliers and subcontractors used in connection with this Purchase Order procure and maintain, the insurance policies required below. Workers' Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Seller shall provide evidence of coverage for the Defense Base Act (DBA) including all employees working on U.S. Government contracts outside the United States. Seller and its insurer shall waive all rights of subrogation in favor of Buyer. Employer's Liability coverage of \$1 million each accident shall also be maintained.
- (b) **Commercial General Liability:** Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Buyer, its directors, officers and employees, and Buyer's customer where required by Buyer's Contract with its customer, shall be named as Additional Insured.
- (c) **Business Automobile Liability:** Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability.
- (d) **Professional Liability / Errors and Omissions:** If seller is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Seller's performance or failure to perform professional services with limits of not less than \$1,000,000 per claim.

The required insurance coverage's above shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer and notwithstanding any provision contained herein, the Seller, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be



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assumed by, for the account of, and at the sole risk of Seller. In no event shall the liability of Seller or Seller's suppliers and subcontractors be limited to the extent of any of insurance or the minimum limits required herein.

Prior to commencement of any work, and within 15 days of any policy renewal that occurs while any work is on-going under this Purchase Order, Seller shall provide Buyer certificates of insurance evidencing the insurance coverage required above, including evidence of additional insured status and waivers of subrogation where required.

**18. Termination for Convenience:** Buyer may terminate this Purchase Order for its convenience, in whole or in part, by providing written notice of such termination to the Seller. In the event of such a termination, Seller shall: (i) stop work immediately and shall cause all of its suppliers and subcontractors to stop work immediately, on the terminated portion of the Purchase Order; (ii) promptly deliver to Buyer all partially or fully completed goods; and (iii) continue all work that is not being terminated.

Seller shall be entitled to an Equitable Adjustment, including reasonable settlement expenses, Seller shall not be paid for any work performed or costs incurred that could have been reasonably avoided. Seller must submit its proposal to Buyer for costs relating to the termination within thirty (30) days after the effective date of the termination. In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Purchase Order price. Seller hereby waives releases and renounces any claim for compensation not made within the aforementioned time period.

**19. Termination for Default:** (a) Buyer by written notice to Seller, may, terminate this Purchase Order for default, in whole or in part, if Seller:

- (i) fails to comply with any of the terms of this Purchase Order;
- (ii) fails to make progress so as to endanger performance of this Purchase Order;
- (iii) fails to provide Buyer, in writing, adequate assurances of performance;
- (iv) becomes insolvent or subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
- (v) is debarred, suspended or proposed for debarment by the U.S. Federal Government

(b) Seller shall have ten (10) days, or such longer period as Buyer may authorize in writing, to cure any such failure after receipt of notice from Buyer. Seller shall not be entitled to a cure notice for a default involving delivery schedule delays, bankruptcy, and debarred, suspended or proposed for debarment by the U.S. Federal Government.

(c) If this Purchase Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller shall be liable to Buyer for any excess re-procurement costs of such similar goods or services. Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Purchase Order. Buyer will pay Seller the price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.

(d) Seller shall continue performance of this Purchase Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Purchase Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.

(e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or



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supplier were not obtainable from other sources.

**20. Defense Priorities and Allocation Systems (DPAS):** If so identified, this Purchase Order is a “rated order” certified for national defense, emergency preparedness, and energy program use, and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems (DPAS) regulation (15 CFR 700).

**21. Export Control Compliance:** Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under this Purchase Order to Seller or Seller’s lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

Seller agrees to notify Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.

Seller shall immediately notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller’s export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that (i) it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and (ii) it maintains an effective export/import compliance program in accordance with the ITAR.

Employees of Seller who perform work on Buyer’s premises will have access to information that is subject to U.S. export control laws and regulations and must be citizens or lawful permanent residents of the United States. Upon request of Buyer, Seller shall provide proof of citizenship, lawful permanent residence or other status as a U.S. Person for each employee who will perform work on Buyer’s premises.

Where Seller is a signatory under a Buyer export license or export agreement (e.g., Technical Assistance Agreement (TAA), Manufacturing License Agreement (MLA)), Seller shall provide prompt notification to the Buyer in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Seller’s performance under this Purchase Order.

Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys’ fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers or subcontractors at any tier, in the performance of any of its obligations under this Article.

**22. Compliance to Law:** Seller warrants that it shall comply with all applicable Federal, State, and local laws or ordinance and, rulings, and regulations in effect on the date of this Purchase Order.

**23. Governing Law:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Delaware.



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- 24. Code of Business Ethics and Conduct:** Buyer believes in fair and open competition and is committed to conducting its business fairly, impartially and with the highest moral, legal and ethical standards of ownership QuickSilver Analytics demands and fosters the highest ethical conduct because Buyer can only be successful when employees look after long-term interests of the company and resist pressures to compromise such standards. Similarly, Buyer expects that the Seller will also conduct its business fairly, impartially and in an ethical and proper manner. In the event that a Seller believes Buyer or any employee of Buyer has acted improperly or unethically under this Purchase Order, Seller shall immediately report such behavior either by contacting QuickSilver at 410-676-4300.
- 25. Gratuities/Kickbacks:** Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier or subcontractor of the Buyer. By accepting this Purchase Order, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by reference.
- 26. Debarred, Suspended or Potential Debarment:** Except for Commercial Off-The-Shelf (COTS) items, Seller represents and warrants that it is not currently debarred, suspended, or proposed for debarment or suspension by any federal or state agency.
- 27. Independent Contractor Relationship:** Seller is an independent contractor in all respects with regards to this Purchase Order. Nothing contained in this Purchase Order shall be deemed or constructed to create a partnership, joint venture, agency or other relationship other than that of a contractor and customer.
- 28. Survivability:** If this Purchase Order expires, is completed or is terminated, Seller shall not be relieved of those obligations contained in the following articles, prescribed herein: Warranty, Termination for Convenience, Termination for Default, Proprietary Rights, Disclosure, Warranty, Indemnification, Infringement, Buyer Furnished Items and Property, Intellectual Property, Compliance with Law, Governing Law, Disputes, Insurance, and Export Control Compliance.
- 29. Non-Waiver of Rights:** The failure of either party to insist upon strict performance of any of the terms and conditions set forth herein, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms and conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Purchase Order shall not affect the validity of other parts hereof.
- 30. Entire Agreement:** The parties hereby agree that this Purchase Order shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.
- 31. Order of Precedence:** In the event of any conflict arising between the documents constituting this agreement, the following descending order of precedence shall be given (a) the terms and conditions of this contract (b) the statement of work (SOW) or bill of materials (BOM) of this contract (c) formal request for proposal/quote (to include the statement of work attached thereto) and (d) all other attachments including those by reference.
- 32. Hazardous Material:** If this Purchase Order involves delivery of any hazardous material, packaging and shipment of such material must be made in accordance with Hazardous Goods Regulations Title 49 CFR, OSHA Hazard Communication Standard 29 CFR 1910.1200, and Federal Standard 313C. The Seller as a condition of this Purchase Order shall provide a Goods Safety Data Sheet (MSDS) to QuickSilver Analytics unless previously submitted. The Seller shall enter QuickSilver





Analytics' Purchase Order number on the top right corner of the MSDS's first page. The Purchase Order number may be handwritten. Unless there are changes affecting the characteristics and composition of the hazardous material previously reported, only one submission to QuickSilver Analytics is required. A MSDS from the manufacturer will satisfy these requirements for distributors, dealers, jobbers and retailers who must comply with this Condition. B. The warning label required on hazardous material by CFR 1910.1200 shall not be obscured by other stamps or labels. When a MSDS is required, The Seller shall mail it separately to the address on the face of this Purchase Order to the attention of the Program Manager. By acceptance of this Purchase Order, The Seller certifies: (1) Compliance with this Condition; (2) an up to date MSDS will be submitted prior to delivery of any hazardous material; or (3) that no hazardous material will be delivered, as applicable.

- 33. Inclusion of Clauses and Mandatory:** Flow Down Clauses A. Seller agrees to accept the incorporation into this subcontract/purchase order of any clause that the Government may incorporate in QuickSilver Analytics' prime contract during the subcontract period of performance. B. The following FAR clauses are incorporated herein by reference. Furthermore, the Subcontractor/Purchase Order agrees to include these clauses in any subcontract/Purchase Order associated with this order, not including these clauses at any tier subcontract/Purchase Order is a material breach of this Purchase Order by the Seller: 52.222-26, Equal Opportunity (April 2002) (E.O. 11246). 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212). 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). 52.247-64, Preference for Privately Owned U.S. – Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247- 64. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (a) During the term of this contract, the Seller shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f). (1) Physical posting of the employee notice shall be in conspicuous places in and about the Seller's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contact. (2) If the Seller customarily posts notices to employees electronically, then the Seller shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Seller and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers." (b) This required employee notice, printed by the Department of Labor, may be— (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Provided by the Federal contracting agency if requested; (3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster. (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471. (d) The Seller shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor. (e) In the event that the Seller does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as



## PURCHASE ORDER TERMS AND CONDITIONS

otherwise provided by law. (f) Subcontracts. (1) The Seller shall include the substance of this clause, including this paragraph (f), in every subcontract and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor. (2) The Seller shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause. (3) The Seller shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. (4) However, if the Seller becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Seller may request the United States, through the Chamber for the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**34. Non-Complying Products:** QuickSilver Analytics 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 are defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, QuickSilver Analytics shall have the right notwithstanding payment or any prior inspection or test or 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.

**35. Drawings:** Unless otherwise agreed to in writing, any drawings, plans, specifications, tools and other goods supplied by QuickSilver Analytics in connection with the production of the goods Purchase Ordered shall remain the property of QuickSilver Analytics and shall be returned upon demand. The Seller shall keep such property safe and in good condition, and shall not use it except in connection with sales to QuickSilver Analytics. Any information disclosed by The Seller with respect to the design, manufacture, sale or use of the goods Purchase Ordered shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and The Seller shall not assert any claim (other than for patent infringement) against QuickSilver Analytics by reason of QuickSilver Analytics' use thereof.

**36. Counterfeit Products/Parts:** For purposes of this clause, Goods are any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Offeror agrees and shall ensure that Counterfeit Goods are not delivered to QuickSilver Analytics. Goods delivered to QuickSilver Analytics or incorporated into other Goods and delivered to Caber shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. If requested by QuickSilver Analytics, bidder shall provide OCM/OEM documentation that authenticates products. Offeror shall report suspected or confirmed counterfeit items into the Government-Industry Data Exchange Program (GIDEP).

## 1. DEFINITIONS

In the following clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean Subcontract, as defined in FAR 44.101, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean QuickSilver Analytics and QuickSilver Analytics' Contractual Representative, respectively. It is intended that these clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to QuickSilver Analytics, to insure Seller's obligations to QuickSilver Analytics and to the United States Government, and to enable QuickSilver Analytics to meet its obligations under its Prime Contract and the Subcontract.

## 2. DISPUTES

(a) Notwithstanding any provisions herein to the contrary:

- (1) If a decision relating to the Prime Contract is made by the Contracting Officer and such decision is also related to this Subcontract, said decision, if binding upon QuickSilver Analytics under the Prime Contract shall in turn be binding upon QuickSilver Analytics and Seller with respect to such matter; provided, however, that if Seller disagrees with any such decision made by the Contracting Officer and QuickSilver Analytics elects not to appeal such decision, Seller shall have the right reserved to QuickSilver Analytics under the Prime Contract with the Government to prosecute a timely appeal in the name of QuickSilver Analytics, as permitted by the Prime Contractor by law, Seller to bear its own legal and other costs. If QuickSilver Analytics elects not to appeal any such decision, QuickSilver Analytics agrees to notify Seller in a timely fashion after receipt of such decision and to assist Seller in its prosecution of any such appeal in every reasonable manner. If QuickSilver Analytics elects to appeal any such decision of the Contracting Officer, QuickSilver Analytics agrees to furnish Seller promptly with a copy of such appeal. Any decision upon appeal, if binding upon QuickSilver Analytics, shall in turn be binding upon Seller. Pending the making of any decision, either by the Contracting Officer or on appeal, Seller shall proceed diligently with performance of this Subcontract.
- (2) If, as a result of any decision or judgment which is binding upon Seller and QuickSilver Analytics, as provided above, QuickSilver Analytics is unable to obtain payment or reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item or matter for which QuickSilver Analytics has reimbursed or paid Seller, Seller shall, on demand, promptly repay such amount to QuickSilver Analytics. Additionally, pending the final conclusion of any appeal hereunder, Seller shall, on demand, promptly repay any such amount to QuickSilver Analytics. QuickSilver Analytics' maximum liability for any matter connected with or related to this Subcontract which was properly the subject of a claim against the Government under the Prime Contract shall not exceed the amount of QuickSilver Analytics' recovery from the Government.
- (3) If this Subcontract is issued by QuickSilver Analytics under a Government subcontract rather than a Prime Contract, and if QuickSilver Analytics has the right under such Government subcontract to appeal a decision made by the Contracting Officer under the Prime Contract in the name of the Prime Contractor (or if QuickSilver Analytics is subject to any arbitrator's decision under the

terms of its subcontract), and said decision is also related to this Subcontract, this Disputes Clause shall also apply to Seller in a manner consistent with its intent and similar to its application had this Subcontract been issued by QuickSilver Analytics under a Prime Contract with the Government.

(4) Seller agrees to provide certification that data supporting any claim made by Seller hereunder is made in good faith and that the supporting data is accurate and complete to the best of Seller's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 USC 601-613) and implementing regulations. If any claim of Seller is determined to be based upon fraud or misrepresentation, Seller agrees to defend, indemnify and hold QuickSilver Analytics harmless for any and all liability, loss, cost or expense resulting therefrom.

(b) Any dispute not addressed in paragraph (a) above, will be subject to the disputes clause of the Subcontract.

### **3. INDEMNIFICATION - COST OR PRICING DATA - COST ACCOUNTING STANDARDS – OTHER RESPONSIBILITY MATTERS**

Seller agrees to indemnify and hold QuickSilver Analytics harmless to the full extent of any cost or price reduction, plus interest, effected by QuickSilver Analytics' customer, which may result from (i) certified cost or pricing data submitted by Seller or its lower-tier subcontractors which is not accurate, current or complete as certified by Seller; (ii) the failure by Seller or its lower-tier subcontractors to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent parts of the FAR, applicable agency supplements thereto, and standards and regulations promulgated by the Cost Accounting Standards Board. Seller further agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Seller's failure to comply with (i) the provisions of the Anti-Kickback Act or FAR 52.203-7; or (ii) 52.203-13, Contractor Code of Business Ethics and Conduct, if applicable to this Subcontract.

### **4. CONTRACT COST PRINCIPLES AND PROCEDURES**

Seller agrees that to the extent applicable, costs allocated to this Subcontract shall be in full compliance with Subpart 31.2 of FAR (Subpart 31.3 for Educational Institutions) and the applicable agency supplements thereto, if any, set forth in hereof. In the event such compliance is not maintained, Seller agrees to compensate QuickSilver Analytics to the full extent of any prices or costs, including any penalties or interest that are determined by QuickSilver Analytics' customer to be unallowable or unreasonable or not allocable, under QuickSilver Analytics' contract with its customer.

### **5. FAR CLAUSES APPLICABLE TO THIS SUBCONTRACT**

The clauses in FAR Subpart 52.2 referenced in subparagraph (a), the clauses applicable at the dollar thresholds in subparagraph (b), and those clauses referenced and checked in subparagraph (c) below, in effect on the date of this Subcontract, are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or higher-tier subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein.

- (a) The following clauses are applicable unless inapplicable by reason of the specific Subcontract type:

<u>FAR Ref.</u>	<u>Title of Clause</u>
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-15	Whistleblower Protections Under the American Recovery and
52.209-10	Prohibition on Contracting With Inverted Domestic s
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirement
52.216-7	Allowable Cost and Payment
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Disputes
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (Only Paragraphs (b)(1) through (c)(11)
52.222-50	Combating Trafficking in Persons
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.225-13	Restrictions on Certain Foreign Purchases
52.227-3	Patent Indemnity
52.227-6	Royalty Information
52.229-3	Federal, State, and Local Taxes
52.232-7	Payments Under Time & Materials and Labor Hour Contracts
52.233-3	Protest After Award
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.244-6	Subcontracts for Commercial Items
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels

(b) The following clauses are applicable to this Subcontract at the indicated dollar values:

<u>FAR Ref.</u>	<u>Title of Clause</u>
52.203-6	Restrictions on Subcontractor Sales to the Government <i>(if Subcontract exceeds \$150,000)</i>
52.203-7	Anti-Kickback Procedures (except paragraph (c)(1)) <i>(if Subcontract exceeds \$150,000)</i>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (if Subcontract exceeds, expected to exceed \$150,000)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions <i>(if Subcontract exceeds \$150,000)</i>
52.203-13	Contractor Code of Business Ethics and Conduct <i>(if Subcontract value in excess of \$5,000,000 and a performance period &gt;120 days.)</i>
52.203-14	Display of Hotline Poster(s) <i>(if the Subcontract exceeds \$5,000,000 or acquisition is for commercial item or performance is entirely outside of the United States)</i>
52.203-16	Preventing Personal Conflicts of Interest <i>(if Subcontract exceeds \$150,000)</i>
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment <i>(if Subcontract will exceed \$30,000 and is not for COTS items)</i>
52.215-14	Audit and Records-Negotiation (if Subcontract exceeds \$150,000) Integrity of Unit Prices (except paragraph (b)) (if Subcontract is for supplies and exceeds \$150,000)
52.219-9	Small Business Subcontracting Plan <i>(if Subcontract exceeds \$650,000)</i>
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation <i>(if Subcontract expected value exceeds \$10,000,000)</i>
52.222-35	Equal Opportunity for Veterans <i>(if Subcontract is \$100,000 or more)</i>
52.222-36	Affirmative Action for Workers with Disabilities <i>(if Subcontract exceeds \$15,000)</i>
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans <i>(if Subcontract is \$100,000 or more)</i>
52.222-38	Compliance with Veteran's Employment Reporting Requirements <i>(if Subcontract is \$150,000 or more)</i>
52.222-54	Employment Eligibility Verification <i>(if Subcontract has a value of more than \$3,000)</i>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving <i>(if order exceeds \$3,000.)</i>

# Federal Acquisition Regulations (FAR) Clauses



52.227-1	Authorization and Consent ( <i>if Subcontract is expected to exceed \$150,000</i> ) or Authorization and Consent – Alternate I, if included in Prime Contract or Government subcontract – Alternate II, if included in Prime Contract or Government subcontract
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement ( <i>if Subcontract is expected to exceed \$150,000</i> )

# Department of Defense Supplement to Federal Acquisition Regulations (DFAR) Clauses



## 1. DEFINITIONS

In the following clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean Subcontract, as defined in FAR 44.101, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Contractual Representative, respectively. It is intended that these clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to QuickSilver Analytics and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract and the Subcontract.

## 2. REFERENCES TO DFAR SUPPLEMENT

All references herein to "DFAR Supplement" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation.

## 3. DFAR CLAUSES APPLICABLE TO THIS SUBCONTRACT

The clauses in DFAR Supplement Subpart 252.2 referenced in subparagraph (a), the clauses applicable at the dollar thresholds in subparagraph (b), those clauses as applicable in subparagraph (c) and those clauses referenced and checked in subparagraph (d), below, in effect on the date of this Subcontract, are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or higher-tier subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or higher-tier subcontract shall be controlling and said version shall be incorporated herein.

(a) The following clauses are applicable unless inapplicable by reason of the specific Subcontract type:

<u>DFAR Reference</u>	<u>Title of Clause</u>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.204-7000	Disclosure of Information
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract
252.227-7016	Rights in Bid or Proposal Information
252.231-7000	Supplemental Cost Principles
252.243-7001	Pricing of Contract Modifications



# Department of Defense Supplement to Federal Acquisition Regulations (DFAR) Clauses



(b) The following clauses are applicable to this Subcontract at the indicated dollar values:

DFAR Reference	Title of Clause
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies <i>(If Subcontract exceeds \$150,000; clause does not apply if Subcontract is for commercial Items or commercial components)</i>
252.211-7000	Acquisition Streamlining <i>(If Subcontract exceeds \$1,500,000)</i>
252-226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns <i>(If Subcontract exceeds \$500,000)</i>
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country <i>(If Subcontract exceeds \$30,000)</i>
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission After Award <i>(if Seller will perform any part of this Subcontract outside the United States and Canada that exceeds \$650,000 in value and could be performed inside the United States or Canada, paragraphs (a) and (b)(1)–(4))</i>
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States <i>(if Subcontract exceeds \$650,000; clause does not apply if Subcontract is for commercial Items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence)</i>
252.247-7023	Transportation of Supplies by Sea <i>(if Subcontract exceeds \$150,000, this clause is incorporated in its entirety; if Subcontract is \$150,000 or less, paragraphs (a) through (e) and paragraph (h) of the clause are incorporated only)</i>
252.229-7011	Reporting of Foreign Taxes--U.S. Assistance Programs <i>(if Subcontract is for commodities and exceeds \$500)</i>
252.249-7002	Notification of Anticipated Contract Termination or Reduction <i>(if Subcontract equals or exceeds \$150,000)</i>

(c) The following clauses are applicable to this Subcontract as indicated

252.204-7008	Export-Controlled Items <i>(applicable if Subcontract is expected to involve access to or generation of export-controlled items)</i>
252.208-7000	Intent To Furnish Precious Metals as Government-Furnished Material <i>(applicable unless item(s) purchased under this Subcontract contain(s) no precious metals)</i>
252.211-7003	Item Identification and Valuation <i>(applicable if Prime Contract or higher-tier subcontract requires unique item identification)</i>
252.211-7007	Reporting of Government-Furnished Property <i>(applicable if Subcontract contains FAR 52.245-1 or FAR 52.245-2)</i>
252.215-7000	Pricing Adjustments <i>(applicable if FAR 52.215-11 or FAR 52.215-13 applies to this Subcontract)</i>
252.215-7004	Excessive Pass Through Charges (Except: (1) FFP subcontract based on adequate price competition; or (2) FP subcontract with economic price adjustment award on the basis of adequate price competition.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) <i>(applicable if FAR 52.219-9 applies to this Subcontract)</i>



252.219-7004	Small Business Subcontracting Plan (Test Program) <i>(in lieu of FAR 52.219-9 and DFARS 205.219- 7003 if Seller has comprehensive subcontracting plan approved under the test program described in DFARS 219.702)</i>
252.222-7000	Restrictions on Employment of Personnel <i>(applicable if Prime Contract or higher-tier subcontract is a construction or service contract to be performed in whole or in part within a noncontiguous state and when the unemployment rate in the noncontiguous state is in excess of the national average rate of unemployment as determined by the Secretary of Labor)</i>
252.222-7006	Restrictions On The Use Of Mandatory Arbitration Agreements (If Subcontracts exceeds \$1,000,000)
252.223-7001	Hazard Warning Labels <i>(applicable if Subcontract requires the delivery of hazardous</i>
252.223-7002	<i>Safety Precautions for Ammunition and Explosives (applicable if Subcontract involves ammunition or explosives)</i>
252.223-7003	Change in Place of Performance--Ammunition and Explosives <i>(applicable if DFARS 252.223-7002 applies)</i>
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials <i>(applicable if Subcontract requires, may require, or permits Seller to treat, dispose of non-DOD owned toxic or hazardous materials)</i>
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives <i>(applicable if DoD 5100.76-M applies to this Subcontract)</i>
252.225-7007	Prohibition On Acquisition of United States Munitions List Items From Communist Chinese Military Companies <i>(if Subcontract is for items covered by the United States</i>
252.225-7009	<i>Restriction on Acquisition of Certain Articles Containing Specialty Metals (applicable, with the exception of paragraph(d), if Subcontract is for items containing specialty metals)</i>
252.225-7013	Duty-Free Entry <i>(in lieu of FAR 52.225-8 and applicable if Subcontract is for qualifying country components or non-qualifying country components for which the duty is estimated to exceed \$200 per unit)</i>
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools <i>(applicable if Subcontract is for the delivery of hand or measuring tools)</i>
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings <i>(applicable unless items supplied under this Subcontract are commercial items or items that do not contain ball or roller</i>
252.225-7019	<i>Restriction on Acquisition of Anchor and Mooring Chain (applicable if Subcontract is for items containing welded shipboard anchor and mooring chain, four inches or less in</i>
252.225-7025	<i>Restriction on Acquisition of Forgings (applicable if Subcontract is for forging items or for other items that contain forging items)</i>
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States <i>(applicable if Seller personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--(1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander)</i>
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States <i>(applicable if Subcontract requires performance or travel outside the United States except if this Subcontract is with a foreign government, representatives of foreign governments or foreign s wholly owned by foreign governments)</i>
252.226-7001	<i>Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DOD Contracts</i>
252.227-7013	Rights in Technical Data - Noncommercial Items <i>(applicable if technical data is to be obtained from Seller under this Subcontract)</i>



252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>(applicable if any noncommercial computer software or computer software documentation is to be obtained from Seller)</i>
252.227-7015	Technical Data – Commercial Items <i>(applicable if Seller is required to deliver technical data pertaining to commercial items, components or processes under the Subcontract)</i>
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions <i>(applicable if DFARS 252.227-7013 is included in Subcontract)</i>
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program <i>(applicable if noncommercial technical data or computer software is to be obtained from Seller under this Subcontract)</i>
252.227-7019	Validation of Asserted Restrictions—Computer Software <i>(applicable if Seller is furnishing computer software under this Subcontract)</i>
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends <i>(applicable if the Government provides technical data marked with another contractor’s restrictive legend)</i>
252.227-7026	Deferred Delivery of Technical Data or Computer Software <i>(applicable if this Subcontract specifies deferred delivery of technical data)</i>
252.227-7027	Deferred Ordering of Technical Data or Computer Software <i>(applicable to this Subcontract if a firm requirement for a particular data item(s) has not been established prior to Subcontract award but there is a potential need for the data)</i>
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government <i>(applicable if Subcontract requires Seller to deliver technical data)</i>
252.227-7030	Technical Data--Withholding of Payment <i>(applicable if technical data is specified to be delivered under this Subcontract)</i>
252.227-7033	Rights in Shop Drawings <i>(applicable if Subcontract requires delivery of shop drawings)</i>
252.227-7037	Validation of Restrictive Markings on Technical Data <i>(applicable if Subcontract requires the delivery of technical data, except if Subcontract is for commercial items or commercial components)</i>
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business) <i>(applicable if Subcontract is for experimental, developmental, or research work (except if Seller is a small business concern or nonprofit organization), unless a different patent rights clause is required by</i>
252.228-7005	Accident Reporting & Investigation Involving Aircraft, Missiles, and Space Launch Vehicles <i>(applicable if Prime Contract or higher-tier subcontract involves the manufacture, modification, overhaul, or repair of aircraft, missiles or space launch vehicles)</i>
252.235-7002	Animal Welfare <i>(applicable if Subcontract involves research of live vertebrate animals)</i>
252.235-7003	Frequency Authorization <i>(applicable if Subcontract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required)</i>
252.235-7004	Protection of Human Subjects <i>(applicable if Subcontract includes research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980)</i>
252.236-7000	Modification Proposals--Price Breakdown <i>(applicable if Subcontract is a fixed-price construction contract)</i>
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers <i>(applicable if Subcontract involves the acquisition of steel as a construction material)</i>
252.237-7019	Training For Contractor Personnel Interacting With Detainees <i>(applicable if Subcontract requires Seller to interact with detainees in the course of their duties)</i>
252.239-7016	Telecommunications security equipment, devices, techniques, and services <i>(applicable if Seller requires securing telecommunications)</i>
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) <i>(applicable if Subcontract is for commercial items or commercial components)</i>



252.246-7003	Notification of Potential Safety Issues ( <i>applicable If Subcontract is for: (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral</i>
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer ( <i>applicable to this Subcontract if the Seller is a motor carrier, broker, or freight forwarders</i> )
252.247-7024	Notification of Transportation of Supplies by Sea ( <i>applicable if Subcontract: (1) is a construction contract; or (2) is not a construction contract, but the contract is for (a) noncommercial items or (b) commercial items that—(i) the Seller is reselling or distributing to Buyer without adding value; (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643</i> )



## Clauses Incorporated By Reference

In the event the goods, deliverables and/or services covered by a Purchase Order are to be used in whole or in part for the performance of Federal Government contracts, governed by specific rules and regulations of the Federal Government, other applicable clauses are incorporated herein by reference and shall predominate in the event of conflict with any other provision of this Purchase Order unless specifically noted.

The referenced clauses are set forth or referred to in the FAR and DoD Supplement to the FAR (DFAR). In order to make the context of these clauses applicable to this Purchase Order, the term "Contractor" in all such clauses shall mean "Seller" or "Vendor", the term "Contract" in all such clauses shall mean this "Purchase Order", and the term "Contracting Officer" shall mean "Buyer" unless otherwise specified. The terms "Government" and "Contracting Officer" do not change (1) in the phrases "Government Property," "Government-Owned Property," "Government Equipment," "Government-Furnished Property," and "Government-Owned Equipment;" (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or his duly authorized representative; (3) when access to proprietary financial information or other proprietary data is required; (4) when title to property is to be transferred directly to the Government; (5) where specifically modified as noted below; and (6) in FARs 52.227-14, 52.227-19, 252.227-7013, 252.227-7014, 252.227-7015, and 252.227-7016. The full text of Federal Acquisition Regulation (FAR) clauses can be found at <http://acquisition.gov/comp/far/index.html>. The full text of Department of Defense FAR Supplement (DFARS) clauses can be found at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

In the event that this Purchase Order is subject to the provisions of DFARS 252.225-7012 or any other similar regulation or requirement, Vendor agrees that QuickSilver Analytics personnel may enter upon its facilities to perform an inspection and audit to verify compliance with such provisions. QuickSilver Analytics shall provide at least one business day's prior notice of the date QuickSilver Analytics intends to perform the inspection/audit.