

CORNING INCORPORATED
TERMS AND CONDITIONS OF PURCHASE

This purchase order constitutes an offer by Corning Incorporated or the affiliate of Corning Incorporated issuing this purchase order (“Buyer”) to the supplier to whom this purchase order is issued (“Seller”) to purchase the articles, materials, services or equipment covered by this purchase order (the “Product”) exclusively upon the terms and conditions of purchase set forth below (or incorporated herein by reference) and shall become a binding contract including such terms and conditions upon either issuance of an order acknowledgment hereof by Seller or substantial performance hereunder by Seller (the “Agreement”). No contrary or additional terms or conditions of sale proposed by Seller will be accepted by Buyer and any such proposed contrary or additional terms are to be construed as proposals for addition to this Agreement which are hereby rejected unless otherwise indicated in a written instrument executed by an authorized officer of Buyer making specific reference to this purchase order and the specific contrary or additional term proposed by Seller. Seller’s performance pursuant to this order shall be deemed unqualified acceptance of the terms and conditions of purchase set forth below.

1. **Price.** The price for the Product sold hereunder shall not be higher than that appearing on the face of this Agreement or if no price appears thereon, then not higher than the last price quoted by Seller. Seller covenants that if it should at any time prior to the delivery of the Products covered hereby sell like articles, materials, services or equipment in similar quantities to any third party at lower prices, it will notify Buyer in writing of such lower prices and Buyer will receive the full benefit of such lower prices from the date of such sale to any third party.
2. **Warranty.** All Products sold and delivered to Buyer hereunder shall be in full conformity with Buyer’s specifications set forth or referred to on the face hereof or if none are set forth or referred to, shall be in conformity with Seller’s published specifications and samples provided to Buyer. All Products sold and delivered to Buyer will be new, fit and sufficient for the use intended by Buyer, and will be merchantable and of good quality and workmanship and free from defects. The foregoing warranty shall survive any acceptance of the Products by Buyer and shall be in addition to any warranty expressly furnished or represented to Buyer by Seller. Seller will defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys’ fees incurred), expenses, damages, losses, liabilities, penalties, or judgments attributable to any Product delivered hereunder that fails to conform to the warranty set forth herein or which is otherwise implied by applicable law.
3. **Inspection.** All Products delivered hereunder shall be subject to final inspection and acceptance by Buyer at its facility notwithstanding prior payment or inspection at Seller’s facility. Acceptance of any Products shall not alter or affect the warranties of Seller referenced above. Buyer may, at its option, either hold rejected Products for Seller’s instructions and at Seller’s risk, or return them to Seller at Seller’s expense and require their correction, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of failure of Products to conform to the provisions and specifications set forth in this Agreement.
4. **Cancellation.** Buyer reserves the right to cancel this order or any part thereof, or terminate this Agreement, and Buyer’s sole responsibility to Seller shall be to pay the agreed price for such Products as have been delivered as of the time such cancellation is effective and to reimburse to Seller its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this Agreement which are not recoverable by Seller, provided that no allowance shall be made to Seller for any overhead or anticipated profit for undelivered Product, Buyer’s maximum liability on account thereof shall be the agreed price for the Products as set forth in paragraph 1 above, and Seller shall deliver to Buyer any inventory paid for by Buyer under this paragraph 4.
5. **Time and Delivery.** Because Buyer’s business and operations are in part dependent on receipt of the Products that are the subject of this Agreement, timely delivery of the Products is essential to the performance of Seller’s obligations hereunder. Unless otherwise specified on the face of this Agreement, terms of delivery of the Products are F.O.B. destination with freight prepaid. Deliveries shall be made at the times and of the quantities specified on the face of this Agreement, and Seller shall not, without the written consent of Buyer, make shipments in advance of such schedule. Buyer may order expedited routing in place of scheduled routing, if necessary to meet schedule or recover time lost by any delay, in which event any excess transportation costs shall be paid by Seller. Buyer may postpone delivery of any Products covered hereby. Overshipments may be returned by Buyer at Seller’s expense or retained by Buyer at no increase in price. Seller shall not make any commitment or production arrangements in excess of the amounts, or in advance of the time, necessary to meet Buyer’s delivery schedule for Products.
6. **Excusable Failure or Delay.** Neither Buyer nor Seller shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this Agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in delivery or acceptance and shall exert its best efforts to avoid further delay.
7. **Intellectual Property Warranty and Indemnity.** Seller warrants that the Products delivered to Buyer hereunder, and the use of the Products for their normal purposes, will be free from any claims of alleged infringement of patent, copyright, trade mark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against Buyer or its customers, Seller shall defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys’ fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation.
8. **Assignment of Work Product to Buyer.** All work product developed by Seller in connection with its performance under this Agreement, including (but not limited to) computer files, concepts, ideas, designs, discoveries, drawings, inventions, models, plans, programming, schedules, specifications, technical documentation, software, or source code (“Work Product”) are Buyer’s property as of the time of creation and all right, title and interest, including (without limitation) copyright interest, shall belong exclusively to Buyer. Seller is not permitted to retain copies of such Work Product and shall deliver all Work Product to Buyer with the Products ordered hereunder. This Agreement transfers all right, title or interest, including (without limitation) copyright and patent, that Seller may otherwise have in such Work Product to Buyer. Seller will at Buyer’s request execute and deliver such documents as in Buyer’s opinion may be necessary, proper, appropriate, convenient or expedient to protect, register, enforce or evidence further Buyer’s ownership of such Work Product. Seller warrants and represents that any

tangible Work Product developed by it pursuant to this Agreement will be either original to Seller, in the public domain, or obtained by Seller with the written consent of the owner thereof to use such other works or intellectual property in or to develop the Work Product. Seller shall defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to any claim or allegation that any Work Product infringes any intellectual property right of any third party.

- 9. Indemnity for Injury to Persons or Property.** Seller will defend, indemnify and hold harmless Buyer and its officers, directors, employees, and affiliates from and against any and all costs (including reasonable attorneys' fees incurred), expenses, damages, liabilities, penalties, personal injuries or judgments suffered or incurred by any individual or to any real or personal property attributable to the Products, their use or to Seller's actions or omissions. Buyer has no obligation to defend, indemnify, or hold harmless Seller or its officers, directors, employees, and affiliates for any acts related to this Agreement.
- 10. Remedies.** Buyer may seek all remedies at law including injunctive relief, direct and indirect damage, lost profits, special, incidental, consequential and punitive damages. Buyer expressly rejects any limitation on available remedies.
- 11. Confidentiality.** All data and other information obtained by Seller from Buyer in connection with this Agreement, and any Work Product to be delivered to Buyer hereunder, shall be held in strict confidence by Seller and used solely for the purposes originally intended in connection with this Agreement. Seller shall treat such data, information and Work Product with the same degree of confidence that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care) and shall ensure that each of its employees to whom such data, information or Work Product is known is bound to maintain the confidentiality of such data, information or Work Product by separate agreement with Seller or by operation of law.
- 12. Promotion Limitation/Disclosure.** Seller shall not use Buyer's name, trademarks, logos, or other identifying marks in any promotional material, including without limitation, customer lists, advertisements, or press release without advance written authorization from Buyer.
- 13. Conflict Minerals.** Seller shall disclose any "Conflict Minerals" included in the products, components, or materials supplied, manufactured or contracted to be manufactured by Seller for Buyer under this Agreement. The term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, meaning wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. Such information will be disclosed to Buyer using the Conflict Minerals Reporting Template developed by the Electronic Industry Citizenship Coalition ("EICC"). The information will be submitted prior to the time of delivery of materials, components, or products to Buyer. Seller shall obtain Buyer's prior written consent before providing any materials, components, or products to Buyer that include Conflict Minerals that originated from the Democratic Republic of Congo ("DRC") or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Seller shall maintain effective accounting procedures, internal controls and audit procedures necessary to verify that any Conflict Minerals included in materials, components, or products provided to Buyer did not originate from the DRC or the nine adjoining countries, and to verify compliance with this Article. Buyer shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this Article. Seller shall indemnify and hold Buyer harmless for all fines, penalties, expenses or other losses sustained by Buyer as a result of Seller's breach of this Article.
- 14. Compliance with Laws and Buyer's Zero Harassment Tolerance Policy.** Compliance with Laws and Buyer's Zero Harassment Tolerance Policy. In performing its obligations hereunder, Seller shall comply with all applicable local, state, and federal laws, codes, and regulations, including but not limited to laws and regulations related to health, safety, the environment, working conditions, and wages. Without limiting the generality of the foregoing, Supplier represents and warrants that it shall furnish only goods or materials that comply with the Occupational Safety and Health Act, the Fair Labor Standards Act, and all other applicable federal, state, municipal, or local laws, rules, regulations, orders, decisions or permits of any relevant jurisdiction relating to employment (including, to the extent applicable, Executive Orders 11246 and 41 CFR Chapter 60). Buyer has a zero tolerance policy prohibiting harassment of any kind at its locations. Seller also agrees to make such reports to Buyer as may be required, including certification of affirmative action. Any violation by Seller, its agents, employees, representatives or subcontractors of any of the foregoing shall be deemed a breach of Seller's obligations hereunder and Buyer may terminate this Agreement (without penalty and without any payment otherwise payable to Seller pursuant to paragraph 4) at any time thereafter. Seller shall correct any such violation at its sole expense, and defend, indemnify, and hold Buyer and each Buyer Affiliate harmless from any claims, costs (including reasonable attorneys' fees incurred), fines, penalties, expenses, liabilities, or losses on account of any such violation.
- 15. Insurance.** If Seller performs any services for Buyer on Buyer's premises, during the term of this Agreement and for a period of at least one year after completion of Seller's obligations pursuant hereunder, Seller will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) Workers' Compensation insurance as required by applicable law; (b) Employer's Liability insurance with limits not less than US \$1 million; (c) Commercial General Liability, including Products and Completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 million per occurrence; and (d) Excess Liability insurance with limits not less than US \$5 million. Seller will provide Buyer with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages, which shall also name Buyer as an additional insured for Commercial General Liability and Excess Liability insurance. Seller shall require each of its subcontractors (regardless of tier), if any, to carry insurance in accordance with all of the above terms set forth in the preceding sentences.
- 16. No Assignment.** Neither this Agreement nor any right or obligation of Seller hereunder may be assigned or delegated by Seller, by contract, merger, operation of law, or otherwise, to any other party without the prior consent of Buyer, which may be granted at Buyer's sole discretion. Seller is not permitted to engage subcontractors in connection with the performance of its obligations to Buyer hereunder without the prior consent of Buyer.
- 17. Independent Contractor.** Nothing in this Agreement is intended to, or does, create any joint venture, partnership, agency or similar relationship between Buyer and Seller, other than a buyer and seller relationship. Seller shall not be, and is not authorized to represent itself as, an agent or representative of Buyer for any purposes.

18. **Waiver.** Buyer's failure to insist in any one or more instances upon the full performance by Seller of any term, covenant, obligation, or condition imposed on it by this Agreement shall not be construed as a waiver of any right available to Buyer hereunder with respect to such nonperformance or as Buyer's condoning further nonperformance.
19. **No Change Order.** No change, modification or extension of this Agreement shall be effective against Buyer or Seller unless it is made in a writing making specific reference to this Agreement and is signed by an authorized representative of Buyer and Seller. Written approval must be obtained before Seller proceeds with activity not contemplated under the Agreement. Buyer is not responsible for any payments in excess of those agreed upon in the Agreement or purchase order if written approval was not given in advance of production and/or delivery of goods.
20. **Governing Law.** This Agreement and any dispute, claim, or controversy related to this Agreement shall be governed exclusively by the laws of the State of New York without regard to its conflicts of laws principles that would have a contrary result. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any dispute, claim, or controversy between Buyer and Seller related to this Agreement that cannot be resolved through good faith negotiations shall be finally venued in the New York State Supreme Court situate in Steuben County, New York or the US Federal District Court of the Western District of New York. Buyer and Seller shall pay their own costs including attorney's fees and court costs related to any dispute, claim, or controversy.
21. **Site Rules.** If Seller performs any services for Buyer on Buyer's premises ("Site"), its employees, and its subcontractors (regardless of tier) shall comply with and observe all directions, rules, and regulations of Buyer relating to conduct while on Buyer's Site. These directions, rules, and regulations ("Rules") include, but are not limited to the following: safety and health, fire prevention, environmental, housekeeping, maintenance and protection of the Site, delivery and storage of materials, ingress and egress to the premises, parking, employee conduct, and public relations. Copies of such Site Rules will be furnished to Seller upon request.
22. **Supply Chain Security Compliance.** Seller acknowledges that Buyer participates in various supply chain security programs, including but not limited to the U.S. Customs–Trade Partnership Against Terrorism or “C-TPAT” program; the Authorized Economic Operator or “AEO” program; and the New Scheme for Certified Companies or “NEEC” program, which are administered by various governmental agencies (collective referred to herein as “Supply Chain Security Programs”). Seller agrees to take such reasonable measures as are required by Buyer and/or the Supply Chain Security Programs to ensure physical integrity and security of all shipments to Buyer. Buyer reserves the right to audit Seller's security procedures and facilities for compliance with Buyer's reasonable security requirements and the Supply Chain Security Programs.
23. **Importer Security Filing.** Seller agrees to provide Buyer or Buyer's agent with timely, accurate, and complete information with respect to all Products purchased or shipped pursuant to this Agreement as required for compliance with all applicable import regulations, including without limitation the Importer Security Filing (“10+2”) regulation issued by U.S. Customs and Border Protection. Seller agrees to indemnify and hold Buyer harmless from and against all transportation-, detention-, or storage-related charges or fees and any government-assessed fees or penalties that Buyer incurs as a result of Seller's failure to provide the required information in a timely, accurate or complete manner.
24. **Supplier Code of Conduct.** Buyer's Supplier Code of Conduct (the “Code”), available at <https://www.corning.com/worldwide/en/sustainability/processes/supply-chain-social-responsibility/supplier-responsibility/supplier-code-of-conduct.html> sets out basic requirements for doing business with Buyer. By entering into this Agreement, Seller acknowledges these requirements and agrees to comply with the Code. Any violation by Seller of the Code may be deemed to be a material breach of this Agreement. Notwithstanding anything to the contrary in this Agreement and without prejudice to any other available remedy, Buyer reserves the right to terminate this Agreement and any other contract or business relationship with Seller in the event of any violation of the Code by Seller.
25. **Certification Regarding Responsibility Matters.** Seller certifies, to the best of its knowledge and belief, that the Seller and/or any of its Principals (meaning an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager; head of a division or business segment; and similar positions):
- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (b) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) of this Article;
 - (d) Have not, within a three-year period preceding this Agreement, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
26. **U.S. Government Subcontracting:** If this purchase order is placed in furtherance of a Government Contract, as described below, the following additional clauses shall also apply:
- (a) **Government Contract:** The work covered by this Agreement relates to a prime contract or subcontract with the United States Government and is within jurisdiction of a Department or Agency of the United States.
 - (b) **Right of Inspection:** On request, Seller will provide assistance to permit the Buyer or United States government representative to inspect the premises where and when the work is being performed and the Seller shall make available without cost adequate facilities for the inspection. Seller agrees that the Comptroller General of the United States, or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Seller related to this Agreement.

- (c) **Rights in Data:** If this Agreement is placed under a Government contract having rights in data clauses of FAR 52.227-14 or DFARS 252.227-7013 those provisions are incorporated herein. Seller assumes the obligations of such FAR or DFARS clauses as they pertain to this Agreement. In addition, contracts or agreements for the performance of experimental, developmental, or research work shall incorporate 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- (d) **Equal Opportunity and Affirmative Action Employer:** Buyer is an equal employment opportunity employer and is a federal contractor. Therefore, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and agree that these laws are incorporated herein by this reference. This includes the following provisions: Equal Opportunity Clause; Affirmative Action Clause of Disabled Veterans and Veterans of the Vietnam Era; Affirmative Action Clause for Handicapped Workers; and the Certification of Non-segregated Facilities Clause. Seller also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws, and seller agrees and certifies, if applicable, that it has developed a written affirmative action compliance program and annually files Standard Form 100 (EEO-1).
- (e) **Anti-Lobbying:** Seller agrees to comply with 31 U.S.C. 1352, to include, if applying or bidding for an award exceeding \$100,000, completing the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Buyer.
- (f) **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (g) **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Where applicable, all contracts in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (h) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subawards of amounts in excess of \$100,000 require compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).
- (i) **The following provision is incorporated herein and replaces Clause 4 "Cancellation":**
Termination: (a) Buyer may terminate this Agreement, in whole or in part, in accordance with the provisions of the "Default" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the provisions hereof, or if Seller becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Agreement under paragraph (a) hereof, Buyer may, for its convenience, terminate this Agreement in whole, or from time to time, in part, in accordance with the provisions of the "Termination" clause set forth in FAR 52.249-2 or 52.249-6, as appropriate. (c) The FAR clauses referred to in paragraphs (a) and (b) are hereby incorporated herein by reference as in effect on the date hereof, with the following changes: the words "Government" and "Contracting Officer" shall mean Buyer, the word "Contract" shall mean this Agreement and the word "Contractor" shall mean Seller.
- (j) **Priorities and Allocations:** If this is a rated order issued under the Defense Priorities and Allocations Systems Regulation (15 C.F.R. 700), Seller is required to follow all the provisions of that regulation in filling this order and in obtaining items needed to fill this order.
- (k) **Stop Work Order:** The provisions of the clauses contained in FAR 52.242-15 in effect on the date hereof are hereby incorporated herein by reference with the following changes: the words "Contracting Officer" and "Government" shall mean Buyer; the word "Contractor" shall mean Seller; the words "ninety (90) days" are hereby changed to one hundred (100) days; the words "thirty (30) days" are hereby changed to twenty (20) days whenever they appear; and the reference to the "Termination

for Convenience” clause shall be deemed to refer to paragraph (b) of the clause hereof entitled “Termination.”

(g) **Government Procurement Regulations:** The following clauses set forth in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) as in effect on the date hereof, unless otherwise noted, are incorporated herein by reference. Where necessary to make the context applicable hereto, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Agreement, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer. However, as an exception to the foregoing, the terms “Government” and “Contracting Officer” do not change in the following circumstances:

- (a) in the phrases “Government Property”, “Government-Furnished Property”, and “Government-Owned Property”;
- (b) in the Patent Rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government;
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Agreement; and
- (f) where specifically modified in this Agreement.

If any of the following FAR or DFARS clauses do not apply to this Agreement, such clauses are considered to be self-deleting.

FAR 52.203-6	Restrictions on Subcontractor Sales to the Government [Sep 2006] (Applicable to Purchase Orders that exceed the simplified acquisition threshold)
FAR 52.203-7	Anti-Kickback Procedures [May 2014] (Applicable to Purchase Orders more than \$150,000)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions [Oct 2010] (Applicable to Purchase Orders more than \$150,000)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct [Oct 2015] (Applicable to Purchase Orders that (i) have a value more than \$5,500,000; and (ii) have a performance period of more than 120 days)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 [Jun 2010] (Applicable to Purchase Orders funded in whole or in part with Recovery Act funds)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements [Jan 2017] (Applicable to all Purchase Orders).
FAR 52.204-2	Security Requirements [Aug 1996] (Applicable to Purchase Orders that involve access to classified information)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems [Jun 2016] (Applicable to Purchase Orders (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.)
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities [Jul 2018] (Applicable to all Purchase Orders)
FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment [Oct 2015] (Unless this Purchase Order is for the acquisition of commercial items, this clause applies to Purchase Orders that (i) exceed \$35,000 in value and (ii) are not a subcontract for commercially available off-the-shelf items)
FAR 52.215-14	Integrity of Unit Prices [Oct 2010] (The substance of this clause, less paragraph (b), is applicable to all Purchase Orders or other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.)
FAR 52.219-8	Utilization of Small Business Concerns [Oct 2018] (Applicable to all Purchase Orders)
FAR 52.222-21	Prohibition of Segregated Facilities [Apr 2015] (Applicable to Purchase Orders that are subject to the Equal Opportunity clause of this Agreement)
FAR 52.222-26	Equal Opportunity [Sep 2016] (Applicable to all Purchase Orders unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4, which prohibits discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, against any employee or applicant for employment, and further requires affirmative action by covered entities to ensure employees and applicants for employment are treated equally without regard to their race, color, religion, sex, national origin, sexual orientation or gender identity.
FAR 52.222-35	Equal Opportunity for Veterans [Oct 2015] (Applicable to Purchase Orders \$150,000 or more unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
FAR 52.222-36	Equal Opportunity for Workers with Disabilities [Jul 2014] (Applicable to Purchase Orders more than \$15,000 unless exempt) This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
FAR 52.222-37	Employment Reports on Veterans [Feb 2016] (Applicable to Purchase Orders more than \$150,000 unless exempt)

FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act, 29 CFR part 471, appendix A to subpart A [Dec 2010] (Applicable to Purchase Orders that (i) are more than \$10,000; and (ii) will be performed wholly or partially in the United States, unless exempt)
FAR 52.222-41	Service Contract Labor Standards [Aug 2018] (Applicable to Purchase Orders subject to the Service Contracts Labor Standards statute)
FAR 52.222-50	Combating Trafficking in Persons [Jan 2019] (Applicable to all Purchase Orders. Alternate I is applicable if included in Buyer's subcontract)
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements [May 2014] (Applicable to Purchase Orders for exempt services under this Agreement)
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements [May 2014] (Applicable to Purchase Orders for exempt services under this Agreement)
FAR 52.222-54	Employment Eligibility Verification [Oct 2015] (Applicable to Purchase Orders that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) construction; (2) have a value of more than \$3,500; and (3) include work performed in the United States)
FAR 52.222-55	Minimum Wages Under Executive Order 13658 [Dec 2015] (Applicable to all Purchase Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 [Jan 2017] (Applicable to all Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving [Aug 2011] (Applicable to Purchase Orders that exceed the micro-purchase threshold)
FAR 52.224-3	Privacy Training [Jan 2017] (Applicable to Purchase Orders when subcontractor employees will - (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records; or Alt I if specified by the agency)
FAR 52.225-13	Restrictions on Certain Foreign Purchases [Jun 2008] (Applicable to all Purchase Orders)
FAR 52.225-26	Contractors Performing Private Security Functions Outside the United States [Oct 2016] (Applicable to Purchase Orders that will be performed outside the United States in areas of — (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area)
FAR 52.227-1	Authorization and Consent [Dec 2007] (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement [Dec 2007] (Applicable to Purchase Orders that are expected to exceed the simplified acquisition threshold)
FAR 52.227-11	Patent Rights – Ownership by the Contractor [May 2014] (Applicable to Purchase Orders that are for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization)
FAR 52.227-13	Patent Rights – Ownership by the Government [Dec 2007] (Applicable to Purchase Orders for experimental, developmental, or research work)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors [Dec 2013] (Applicable to Purchase Orders with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items)
FAR 52.244-6	Subcontracts for Commercial Items [Jan 2019] (Applicable to all Purchase Orders)
FAR 52.223-6	Drug-Free Workplace (Applicable to all Purchase Orders)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels [Feb 2006] (Applicable to all Purchase Orders, except those described in paragraph (e)(4) of this Clause); additionally, the Cargo Preference Act Requirement at 46 CFR 381.7 (a) – (b) shall apply to all agreements under a Federal-aid project.

DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies [Dec 2008] (Applicable to all first-tier Purchase Orders exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights [Sep 2013] (Applicable to all Purchase Orders)
DFARS 252.204-7000	Disclosure of Information [Oct 2016] (Applicable to all Purchase Orders)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls [Oct 2016] (Applicable to all Purchase Orders, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information [Oct 2016] (Applicable to Purchase orders including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting [Oct 2016] (Applicable to all Purchase Orders)

DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors [May 2016] (Applicable to all Purchase Orders)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support [May 2016] (Applicable to all Purchase Orders)
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals [Oct 2014] (Applicable to Purchase Orders for items that contain specialty metals)
DFARS 252.225-7013	Duty-Free Entry [May 2016] (Applicable to Purchase Orders for (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit)
DFARS 252.225-7048	Export-Controlled Items [June 2013] (Applicable to all Purchase Orders)
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns [Apr 2019] (Applicable to Purchase Orders exceeding \$500,000)
DFARS 252.244-7000	Subcontracts for Commercial Items [Jun 2013] (Applicable to all Purchase Orders)
DFARS 252.246-7003	Notification of Potential Safety Issues [Jun 2013] (Applicable to Purchase Orders for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
DFARS 252.247-7023	Transportation of Supplies by Sea [Feb 2019] (Applicable to Purchase Orders at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation)