LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR COMMERCIAL PRODUCTS AND SERVICES – DOMESTIC

CLAUSE 1 - DEFINITIONS

As used herein, the following terms have the indicated meanings:

"CFR" means the U.S. Code of Federal Regulations.

“DEAR” means the Department of Energy Acquisition Regulations.

"DOE/NNSA" means the U.S. Department of Energy National Nuclear Security Administration.

“FAR” means the Federal Acquisition Regulations.

"Government" means the U.S. Government.

"LLNL" means the Lawrence Livermore National Laboratory.

“LLNS” means Lawrence Livermore National Security, LLC.

"Ordered Items" or "Items" means the commercial products or services ordered under the Purchase Order.

"Purchase Order" means the purchase order, subcontract, or agreement entered into with the Seller which includes these GENERAL PROVISIONS.

"Seller" means the party who entered into the Purchase Order with the LLNS, as identified in the Purchase Order.

CLAUSE 2 - ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The scope of this Purchase Order is limited to the acquisition of commercial products and/or commercial services, as defined in FAR 2.101, and does not include any research, development, or demonstration work.

To the maximum extent practicable, the Seller shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products and/or services or non-developmental items, as defined in FAR 2.101, as components of items to be supplied under the Purchase Order.

This Purchase Order is entered into as a subcontract under LLNS’ Prime Contract No. DE-AC52-07NA27344 with the Government, represented by the DOE/NNSA, for management and operation of the LLNL and the performance of certain research and development work.

CLAUSE 3 - ACCEPTANCE OF PURCHASE ORDER

The Seller's written acceptance of this Purchase Order or the performance of any portion of this Purchase Order constitutes the Seller's unqualified acceptance of this Purchase Order and all of the Purchase Order's terms and conditions. Any alterations made to the documents comprising this Purchase Order or any conditions imposed by the Seller upon its written acceptance of this Purchase Order are not acceptable and constitute a proposal for modification of the Purchase Order only and have no effect on the validity or the Seller's acceptance of this Purchase Order and its terms and conditions, anything to the contrary notwithstanding. Except as expressly accepted in writing by an authorized LLNS Contract Analyst, no term or condition found on any of Seller’s forms shall constitute a part of this Purchase Order.

CLAUSE 4 - SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:

1. Team Member includes the entities identified at https://www.llnsllc.com/.
2. Team Member Affiliate means any person or entity which is an affiliate of any Team Member. The term affiliate is defined at FAR 2.101.

B. Because of restrictions in the contract between DOE/NNSA and LLNS concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither the Seller nor any tier of its lower tier subcontractors or suppliers may enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this Purchase Order without the advance written approval of the LLNS Contract Analyst.

C. The Seller shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

CLAUSE 5 - SHIPMENTS FOR LLNS' ACCOUNT

Except as otherwise provided in the Purchase Order, all shipments by the Seller for LLNS' account shall be (1) shipped F.O.B. Destination (as defined in FAR 47.303) and marked as shipped "For the U. S. Department of Energy;" and (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall so note. The Seller shall mark all airway bills with the appropriate "Government Package" entry. LLNS may deduct from the Seller's invoice(s) those shipping costs in excess of those authorized per the "Shipping Instructions" specified on the face of the Purchase Order. Seller may choose to insure the shipment, if it wishes to do so, but such insurance costs will not be allowable under this Purchase Order, unless authorized in writing by the LLNS Contract Analyst.

CLAUSE 6- PACKAGING INSTRUCTIONS

The Seller shall suitably package the Ordered Item(s) to prevent damage during handling and shipping and ensure all packaging complies with applicable domestic and international regulations. The Seller shall use biodegradable packaging materials, to the extent practicable. The Seller is responsible for any damage resulting from improper packaging, containerizing, or lack thereof, notwithstanding anything contrary contained in this Purchase Order. The Seller shall indicate the LLNS Purchase Order number on an itemized packing list and affix it to the outermost cover of each container or package.

CLAUSE 7- INVOICES AND PAYMENT

A. The Seller shall submit its invoice at the time of shipment of the Ordered Items or completion of the services, unless otherwise provided in the Purchase Order. The Seller's invoices must reference the Purchase Order Number and include a complete description of the Ordered Items, prices, and ship dates, and the name of the LLNS Contract Analyst. Failure to comply with any of these requirements may result in a delay in payment of the invoices.

B. The Seller acknowledges under penalty of law that when the Seller submits an invoice to LLNS for payment that the Seller expects that the invoice will be paid by LLNS, and that LLNS will be reimbursed by the Federal Government through the U.S. Department of Energy. Therefore, based on personal knowledge and good faith belief, the Seller certifies that invoices will be truthful and accurate, and that the costs and charges set forth in the invoices submitted to LLNS will be necessary for such matters contemplated pursuant to this Purchase Order.

C. LLNS will make payment for Ordered Items delivered to the specified delivery destination, and for services completed and accepted by LLNS. Unless otherwise provided in the Purchase Order, the terms of payment are 30 business days after receipt of the Seller's properly submitted invoice. LLNS will take any offered discount if payment is made within the discount period indicated by the Seller. LLNS may make payments by check or electronic funds transfer. Payment is deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

CLAUSE 8- RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROLS

A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. The Seller shall be

responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.

B. LLNS complies with all applicable United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Seller in contravention of such laws and regulations. All goods that LLNS procures under the Prime Contract belongs to DOE/NNSA and the United States Government. The goods being procured under this Purchase Order are intended for use in support of the Prime Contract with DOE for the purposes of meeting LLNS' national security mission for NNSA. This clause serves as notice of LLNS' mission and export control compliance and shall be considered an appropriate end-user statement to the Seller for export controls and compliance purposes. The Seller shall not request a representative of LLNS to provide any additional end-use statements or certifications relative to the goods procured under this Purchase Order.

C. The Seller shall ensure the provisions of this clause apply to its subcontractors.

CLAUSE 9- SUSTAINABLE ACQUISITION

A. In the performance of this Purchase Order, the Seller shall utilize environmentally preferable products and services and recovered material as defined in 48 CFR 2.101 and 11.301 (i.e., products and services that have a lesser or reduced effect on human health and the environment, including those that are energy efficient (ENERGY STAR or FEMP-designated), water efficient, bio-based, environmentally preferable, EPEAT registered, non-ozone depleting, and less toxic) to the maximum extent possible without conflicting with the technical requirements of the Purchase Order or jeopardizing the intended end use of the Ordered Items or services to be furnished under this Purchase Order.

B. To the extent practicable, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Purchase Order shall be no less than 30 percent post-consumer material.

C. The Seller shall notify the LLNS Contract Analyst in writing if an "EPA-designated item", as defined in 48 CFR 23.101, used in performing this Purchase Order does not contain at least the percentage of recovered material required by any applicable specification of this Purchase Order. Such notice must include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

CLAUSE 10- INSPECTION

A. Prior to delivery and upon reasonable advance notice, LLNS or a qualified third party may perform a preliminary inspection of the Ordered Items at the Seller's or lower-tier subcontractor facilities during design, fabrication, assembly or testing in a manner that does not unduly delay Seller performance. Prior to any preliminary inspection, the Seller shall perform a complete inspection and document the results. The Seller shall furnish, and shall require lower-tier subcontractors to furnish, all reasonable facilities and assistance, including access to Seller or lower-tier subcontractor inspection or testing records, to LLNS for purposes of conducting such preliminary inspection. Any such preliminary inspection does not waive LLNS right to inspect and accept or reject any Ordered Items upon delivery.

B. LLNS reserves the right to inspect the Ordered Items at any time after delivery, including after completion of performance. LLNS is not obligated to inspect the Ordered Items, and neither the inspection nor the lack of inspection by LLNS will relieve the Seller of its responsibility for providing

the Ordered Items in accordance with the terms and conditions of the Purchase Order. The inspection, use of, or payment for an Ordered Item under the Purchase Order, either wholly or in part, may not be construed as an acceptance. Notwithstanding anything to the contrary contained in this Purchase Order, LLNS's inspection of Ordered Items shall not constitute a waiver of any of its rights for latent defects.

C. If any Ordered Item or any part thereof is not in accordance with the terms and conditions of the Purchase Order, LLNS shall notify the Seller that the Ordered Item is rejected, which may also be inferred by the circumstances. Thereupon, the Seller shall, at its own expense, take the necessary corrective action. LLNS shall reject performance or revoke its acceptance of an Ordered Item: (1) within a reasonable time after a defect is discovered; and (2) before any substantial change occurs in the condition of the Ordered Item, unless the change is due to a defect in the Ordered Item.

CLAUSE 11- CHANGES

LLNS may direct the Seller to make changes within the general scope of this Purchase Order to (1) any Ordered Items to be manufactured or assembled specifically for LLNS, or the method of shipment, packaging, or place of delivery; and (2) any services to be performed or their time and place of performance. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, the LLNS Contract Analyst shall make an equitable adjustment in the Purchase Order price, delivery schedule, or both, by a written modification to the Purchase Order. The Seller must submit any claim for an equitable adjustment within 30 calendar days from receipt of a directed change, or by such other time as the LLNS Contract Analyst may permit. Changes to the terms and conditions of this Purchase Order may be made only by the written agreement of the parties.

CLAUSE 12- QUALITY OF ORDERED ITEMS

A. The Ordered Items(s), including any materials and supplies furnished or used by the Seller in the performance of any services, shall as a minimum: (1) conform to the requirements of this Purchase Order and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect items. The Seller shall not furnish reconditioned Ordered Items unless specified in the Purchase Order or approved in writing by the LLNS Contract Analyst. The Seller shall warrant any reconditioned Ordered Items the same as new items.

B. LLNS will not accept any Ordered Items, including any services involving the furnishing or use of materials or supplies, found by LLNS to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by LLNS, unless such condition is specifically approved in writing by the LLNS Contract Analyst. The Seller shall promptly replace such items at its expense with conforming items.

C. LLNS will impound any suspect/counterfeit items furnished or used under this Purchase Order and may provide such items to the appropriate authorities for investigation. LLNS reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.

D. An item is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance, material, or other characteristics may have been misrepresented by the vendor, supplier, distributor, or manufacturer. A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, supplier, distributor, or manufacturer. Types of known suspect or counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be

falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

E. Under its DOE Prime Contract, LLNS is required to notify its Contracting Officer and submit a report to the Government-Industry Data Exchange Program (GIDEP) of any suspect/counterfeit items or common items that have major or critical nonconformance as required by FAR 52.246-26, Reporting Nonconforming Items.

CLAUSE 13- WARRANTY

The Seller warrants that the Ordered Items and services furnished will be as specified in the descriptions and specifications of this Purchase Order and free from defects in workmanship, material, and Seller's design or engineering contributions. At no additional cost or expense to LLNS, the Seller shall correct any nonconformance with this warranty discovered within either the Seller's standard commercial warranty period or one year after acceptance or initial use of the supplies or services, whichever is longer.

CLAUSE 14- LAWS AND REGULATIONS

The Seller shall ensure Ordered Items are designed, produced, sold, and delivered in accordance with all applicable laws, rules, regulations, and executive orders, including, but not limited to, those relating to wages, hours, employment discrimination, workers' compensation, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection. The Workers' Compensation insurance policy shall endorse to the policies a "waiver of subrogation" provision in favor of LLNS and its members and affiliates and the U.S. Government. The Seller shall, upon reasonable request by LLNS, provide satisfactory evidence of compliance. The Seller shall ensure the relevant provisions of this clause apply to its subcontractors.

CLAUSE 15- USE AND RELEASE RESTRICTIONS FOR PROTECTED INFORMATION

A. The Seller shall not reference LLNS in any news releases, advertisements, marketing materials, websites, or any other public releases of information which either states or implies that LLNS is Seller's customer, or that LLNS endorses, is affiliated with, or sponsors the Seller or its products/services.

B. While in the performance of this Purchase Order, the Seller may be exposed to information that qualifies as confidential, proprietary or business sensitive, Controlled Unclassified Information (CUI), Official Use Only, Export Controlled, Unclassified Controlled Information (UCI), Unclassified Nuclear Controlled Information (UCNI) as well as Personally Identifiable Information (PII) defined as information that is associated with any individual (who is an employee, independent contractor, visitor or guest at LLNL), collectively referred to herein as "Protected Information."

C. In the event the Seller receives or is exposed to Protected Information in performance of this Purchase Order, the Seller shall: (1) safeguard the Protected Information in accordance with the appropriate procedures applicable to the type of Protected Information that are designed to protect against any unauthorized use, publication or disclosure of such information, (2) restrict access to such Protected Information to only those individuals or entities needing such access to perform as required under this Purchase Order, (3) refrain from using such Protected Information except for the purposes for which such information was originally disclosed, (4) encrypt any electronic information when at rest in accordance with Federal Information Processing Standard (FIPS) 140-2 Level 2 or higher, (5) provide immediate written notice to the LLNS Contract Analyst in the event of any unauthorized use, publication, or disclosure of such Protected Information, and (6) provide assistance with any investigation and mitigation of harm. If the Seller requires instructions about appropriate procedures applicable to the Protected Information, the Seller shall contact the LLNS Technical Representative and/or Contract Analyst.

D. The Seller agrees, upon cancellation, expiration, or earlier termination of this Purchase Order, or upon the written request of LLNS, whichever is earlier, to promptly deliver to LLNS (or, at LLNS' option, to destroy) all tangible or electronic copies of the Protected Information described above which is in the possession of Seller at the time of the cancellation, expiration or earlier termination. Destruction of physical/hardcopy CUI documents may be achieved by shredding the documents to a shred size of 1mm x 5mm or by complete burning. If the Seller cannot destroy the physical/hardcopy CUI document to these standards, the Seller shall mail the CUI to the LLNS Technical Representative with the marking "Open by Addressee Only" clearly written on the envelope. Notwithstanding the foregoing, the Seller's obligations with respect to Protected Information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Purchase Order for as long as the information in question is protected.

E. As described in the specifications of the Purchase Order, if any, the Seller shall comply with applicable requirements of DOE Order 243.1C, RECORDS MANAGEMENT PROGRAM.

F. This Clause does not amend or otherwise modify in any manner the rights and responsibilities of LLNS and/or the Seller as otherwise provided in FAR 52.227-14, or as otherwise required for the type of information in question.

G. This Clause does not amend or otherwise modify the responsibilities of Seller as provided in FAR 52.204-21.

H. Subject to Sub-section F above, to the extent that Seller is otherwise required or requested to provide LLNS with information incidental to: (1) contract administration, such as financial, administrative, cost or pricing, or management information, or (2) subcontract performance, such as through site visits to inspect its facility, or production/manufacturing techniques, which Seller believes is confidential/proprietary (collectively, "Seller Proprietary Information"), LLNS will maintain such Seller Proprietary Information in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as LLNS exercises with its own proprietary information to prevent its unauthorized disclosure or misuse. Seller agrees that: (a) for tangible forms of information which it provides to LLNS, Seller shall mark all such documents/records which embody the information as "Proprietary Information," or use some similar legend; and (b) for intangible forms of information which it provides to the LLNS, the Seller shall identify at the time of initial disclosure that the Seller believes that such information qualifies as Seller Proprietary Information, and then confirm, in writing, within thirty (30) days of initial disclosure that the information disclosed in intangible form was Seller Proprietary Information under this Purchase Order. LLNS may provide such Seller Proprietary Information to its own employees, agents, consultants or subcontractors, and to any other individuals who are assisting LLNS with the Purchase Order; provided that such individuals are under a duty of confidence applicable to Seller Proprietary Information disclosed to them. LLNS may also disclose Seller Proprietary Information to: (A) Government employees who are subject to the statutory provisions against unauthorized disclosure of Seller Proprietary Information set forth in the Trade Secrets Act (18 USC 1905), (B) if required to do so under legal process, provided that the Seller has sufficient notice and is afforded a reasonable opportunity to seek a protective order or otherwise prevent disclosure, or (C) other DOE/NNSA contractors with similar requirements to procure the kinds of good and/or services specified in the Purchase Order. Notwithstanding the foregoing, the term "Seller Proprietary Information" shall not include any information that is: (i) already lawfully in the possession of or known to the recipient as of the date such information is received, but without any obligation of LLNS or those acting on its behalf to keep and maintain such information in confidence; (ii) already in the public domain at the time of disclosure, or which, after such disclosure, enters into the public domain through no fault of LLNS or those acting on its behalf; (iii) lawfully furnished or disclosed to LLNS or those working on its behalf without any obligation of confidentiality and through

no wrongful act of LLNS; or (iv) independently developed by LLNS or those working on its behalf without the use of Seller Proprietary Information.

I. This Clause governs the use and disclosure obligations related to Protected Information disclosed between the Seller and LLNS after the effective date of this Purchase Order. To the extent that prior to the effective date of this Purchase Order, the Seller and LLNS have entered into a Non-Disclosure Agreement (NDA) (or similar document), this Clause shall supersede and replace such NDA for purposes of governing Protected Information used and/or disclosed between the parties of this Purchase Order after the effective date of the Purchase Order as applicable to performance under the Purchase Order.

J. Nothing in this Clause is intended to prevent Seller's employees from disclosing proprietary/confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent that prior contracts with LLNS prohibited Seller's employees from disclosing proprietary/confidential information to report, fraud, waste or abuse to designated investigative or law enforcement representations of a Federal department or agency authorized to receive such information, such prior contracts are no longer in effect, but only to the extent that they prohibited Seller's employees from making such disclosures to the designated officials.

CLAUSE 16- TAX ASSESSMENT NOTIFICATION

The Seller shall notify LLNS of any State or local law tax, fee or charge levied or purported to be levied on or collected from the Seller in connection with this Purchase Order for which an exemption is claimed by LLNS or concerning which the Seller has reason to believe or LLNS has advised the Seller that such tax, fee, or charge is or may be inapplicable or invalid. The Seller shall refrain from paying any such tax, fee, or charge, unless otherwise authorized by LLNS, and to take such steps as may be required by LLNS to cause such tax, fee, or charge to be paid under protest and, if so directed by LLNS, to cause to be assigned to LLNS or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit LLNS or its designee to join with the Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

CLAUSE 17- ASSIGNMENTS

A. LLNS may assign this Purchase Order to the Government or its designee(s).

B. Except as to assignment of payment due hereunder, the Seller has no right, power or authority to sell, mortgage, transfer or assign this Purchase Order, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of LLNS.

CLAUSE 18- DISPUTES

A. All disputes arising under or otherwise relating to this Purchase Order shall be resolved under this clause; however, nothing in this clause is intended to prohibit empowered representatives of either party from informally discussing with the other any matters arising from the performance of this Purchase Order. Notwithstanding any provision of this Purchase Order, the Seller shall proceed diligently with performance of this Purchase Order, pending final resolution of any dispute hereunder.

B. To help resolve disputes in the most efficient and cost-effective process possible, all disputes arising under or otherwise relating to this Purchase Order must proceed through the following stages of dispute resolution:

   1. Stage 1: If either party believes that the other is or will not be able to perform as required under this Purchase Order, it may raise such concern with the other party at any time. If the dispute is not resolved after thirty (30) calendar days of first being raised, then either party may escalate the matter to Stage 2.

2. Stage 2: Under Stage 2, the matter is elevated to the respective management of both parties for resolution. LLNS will elevate the matter to its Department Head for Procurement and the other party will elevate the matter to its equivalent or higher. Management of both parties will have thirty (30) calendar days to resolve the matter or to mutually agree upon a plan to resolve the matter. If the parties' respective managements cannot agree on a resolution of the matter, either party may further elevate the matter to Stage 3.
3. Stage 3: Under Stage 3, the parties agree to mediate the dispute as a pre-condition to either party initiating litigation. Either party may initiate mediation by delivering written notice to the other party. Both parties shall attend and participate in the mediation in good faith. Unless both parties agree otherwise, the mediation shall be conducted by a JAMS mediator in the San Francisco Bay area and shall be conducted in accordance with the JAMS mediation procedures then in effect. The costs of the mediation shall be shared equally by the parties.
4. Stage 4: In the event that a dispute is not resolved through the mediation conducted pursuant to Stage 3, then either party may provide written notice that the mediation is terminated and it intends to pursue litigation pursuant to the *GOVERNING LAW AND VENUE* clause of these GENERAL PROVISIONS. Neither party can initiate litigation until fifteen (15) calendar days have passed after delivery of the notice of the termination of the mediation.

CLAUSE 19- EXCUSABLE DELAYS

Neither party shall be liable to the other for default if non-performance is caused by an occurrence beyond its reasonable control, such as: acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity, such as, but not limited to government shut-down, lapses in appropriation, or similar matters of federal appropriations law; fires; flood; epidemics; quarantine; restrictions imposed due to public safety; strikes; unusually severe weather; or delays of common carriers. The delayed party shall notify the other party in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice of the cessation of such occurrence. This Excusable Delays clause is in addition to any other similar clause in this Agreement and should be interpreted as supplementing any such other clause or provision.

CLAUSE 20- CANCELLATION/TERMINATION

A. Notwithstanding any other term of this Purchase Order to the contrary, LLNS reserves the right to cancel this Purchase Order, or any part hereof, at its sole convenience, with or without cause. In the event of such cancellation, as directed in any such written notice, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its lower-tier suppliers and subcontractors to cease work. LLNS will pay the Seller, subject to the terms and conditions of the Purchase Order, a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of cancellation, plus any reasonable charges resulting from the cancellation which the Seller can substantiate to the satisfaction of LLNS, using the Seller's standard record keeping system; provided, however, that the total thereof may not exceed the Purchase Order price. LLNS is not responsible for paying the Seller for any work performed or costs incurred which reasonably could have been avoided. Any disagreement by Seller with the amount of LLNS's payment shall be treated as a dispute and resolved using the escalation process defined in the *DISPUTES* clause.

B. Notwithstanding any other term of this Purchase Order to the contrary, either party may terminate this Purchase Order for cause upon the other party's material breach. If the material breach can reasonably be cured, the non-breaching party shall provide written notice to the breaching party of its material breach and the efforts that the breaching party must take to cure the material breach. The breaching party shall have thirty (30) days to cure the material breach to the reasonable satisfaction of the non-breaching party. If, after thirty (30) days, the non-breaching party is not reasonably satisfied that the breaching party has effectively cured its material breach, then the non-breaching party may terminate

this Agreement for default by providing written notice to the breaching-party that the Agreement is terminated, effective upon delivery of the notice. If the material breach cannot reasonably be cured, such as if an opportunity to cure would be an idle act, then the non-breaching party may terminate the Agreement for default by providing written notice that the Agreement is terminated, effective upon delivery of the notice. Any disagreements arising under this Clause shall be treated as a dispute and resolved under the process defined in the *DISPUTES* clause.

CLAUSE 21- NON-WAIVER OF DEFAULT

Any failure by either party to strictly enforce performance of any of the terms or conditions of this Purchase Order does not constitute a waiver of such terms or conditions and does not affect or impair such terms or conditions in any way nor the right of either party to avail itself of such remedies for any breach or breaches of such terms or conditions.

CLAUSE 22- CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. An electronic version of the clauses may be found at https://www.ecfr.gov/.

As used in the clauses, the term "contract" means the Purchase Order; the term "Contractor" means the Seller; the term "subcontractor" means the Seller's subcontractor; the term "Government" means LLNS and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.204-21, 52.227-1, 52.227-3, 52.227-14, 52.227-19, and DEAR clause 970.5227-5, in which clauses the term "Government" remains unchanged and "Contracting Officer" means the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1 with respect to title, the term “Government” remains unchanged.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and do not apply to the extent they would affect the U.S. Government’s rights. The Seller shall include the listed clauses in its subcontracts at any tier for the Ordered Items, including any of its components, to the extent applicable.

APPLICABLE TO ALL PURCHASE ORDERS (POs):

FAR 52.202-1	DEFINITIONS (JUN 2020)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the PO involves any work at a LLNS controlled site or at DOE owned or leased sites.
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) Applies if the Seller will have Federal contract information residing in or transiting through its information system and the Seller is not providing commercially available off-the-shelf items.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021), EXCLUDING PARAGRAPH (b)(2)
FAR 52.204-27	PROHIBITION ON BYTEDANCE COVERED APPLICATION (JUN 2023)
FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS (DEC 2023) WITH ALTERNATE I (DEC 2023)
DEAR 952.209-72 & ALT 1	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Purchase Order involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018). Applies if the PO involves the use of laborers or mechanics.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Note: Download the EEO Poster at: https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), with ALTERNATE I (JUL 1995). Applies if the PO involves delivery of hazardous materials.
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Purchase Order involves any of the hazardous activities stipulated in 10 CFR 707.2.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the PO by the Seller or any lower-tier subcontractor.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014), with ALTERNATES II (DEC 2007), III (DEC 2007), & V (DEC 2007) and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the *LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS* clause, below.) Applies to data other than commercial computer software.
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies to commercial computer software.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987) Applies if the PO is based upon a proposal containing technical data.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023). Applies if the Seller is a small business.
FAR 52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)

FAR 52.244-2	SUBCONTRACTS (JUN 2020). Paragraph (d) insert is: "Any subcontract or purchase order for supplies or services exceeding $100,000 that are not a "commercial product" or "commercial service" (as defined by FAR 2.101) or for any work at a LLNS-controlled site."
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
FAR 52.245-1	GOVERNMENT PROPERTY (SEP 2021), with ALTERNATE I (APR 2012). Applies if any Government property is furnished or the Seller acquires property for use that is titled in the Government.
FAR 52.246-26	REPORTING NONCONFORMING ITEMS (NOV 2021). Applies if the PO is for 1) items subject to higher-level quality standards in accordance with FAR 52.246-11, Higher-Level Contract Quality Requirement; 2) items determined to be critical items for which use of the clause is appropriate; or 3) for services, if the Seller will furnish, as part of the service, any items that meet the criteria specified herein. The clause does not apply to POs for commercial products or medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003). Applies if the PO involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021). Applies only as described in paragraph (e)(4) of the clause.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2024) (NNSA CLASS DEVIATION FEB 2022), Paragraphs (a) through (h), excluding Paragraph (d). Applies if costs incurred are a factor in determining the amount payable to the subcontractor. (Note: for full text version of clause, see https://www.llnsllc.com/#prime).

APPLICABLE IF THE PO EXCEEDS $2,500:

FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018). Applies if the PO is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.
FAR 52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022). Applies if the PO is subject to the Service Contract Labor Standards.
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022). Applies if the PO is subject to the Service Contract Labor Standards.

APPLICABLE IF THE PO EXCEEDS $3,500:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025), Applies if the Purchase Order is for services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications. If the Seller is not enrolled as a Federal Contractor (with FAR E-Verify Clause) at time of PO award, the Seller shall demonstrate that it has enrolled as a Federal Contractor (with FAR E-Verify Clause) within 30 calendar days after award, by providing the LLNS Contract Analyst a copy of the Seller's 'Company Information' page printed directly from the E-Verify System. The Seller is also responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor (with FAR E-Verify Clause) in the E-Verify system.

APPLICABLE IF THE PO EXCEEDS $10,000:

FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

APPLICABLE IF THE PO EXCEEDS $15,000:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
FAR 52.225-1	BUY AMERICAN ACT – SUPPLIES (NOV 2021)

APPLICABLE IF THE PO EXCEEDS $45,000:

FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021), Applies unless the Purchase Order is for commercially available off-the-shelf (COTS) items.

APPLICABLE IF THE PO EXCEEDS $200,000:

FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020), excluding Paragraph (c)(1)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

APPLICABLE IF THE PO EXCEEDS $350,000:

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), with ALTERNATE I (OCT 1995)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020). Applies if PO involves performance of acquisition functions closely associated with inherently governmental functions unless the PO is with a self-employed individual and the self-employed individual will perform the acquisition functions entirely.

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011). Applies if costs are a factor in determining the amount payable to the Seller.
FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (AUG 2018). Applies if FAR Clause 52.222-41 applies and the Purchase Order is for multiple years or includes options to renew.
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -PRICE ADJUSTMENT (MAY 2014). Applies if FAR Clause 52.222-41 applies and the Purchase Order is not for multiple years and does not include options to renew.
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2024)

APPLICABLE IF THE PO EXCEEDS $500,000:

FAR 52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016). Reports required by FAR 52.204-14(f) at the thresholds established in FAR 4.1703, as applicable.

APPLICABLE IF THE PO EXCEEDS $7,500,000:

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021), if the period of performance exceeds 120 calendar days.

APPLICABLE IF THE PO INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED" SECURITY AREAS:

DEAR 952.204-2	SECURITY (DEC 2024)
DEAR 952.204-70	CLASSIFICATION / DECLASSIFICATION (DEC 2024)
DEAR 952.204-73	FACILITY CLEARANCE (DEC 2024)
DEAR 952.204-74	COUNTERINTELLIGENCE (DEC 2024)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010).

CLAUSE 23- LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS

Generally, delivery of Limited Rights Data or Restricted Computer Software, as defined in FAR 52.227-14 (a), should not be necessary. If any Limited Rights Data will be furnished or delivered by the Seller or a lower-tier subcontractor pursuant to paragraph (g) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of these GENERAL PROVISIONS, LLNS, the Government, and those acting on their behalf, may disclose the data for the following purposes:

(A) Use (except for manufacture) by support service contractors and other subcontractors participating in the overall Government program to which this Purchase Order may be a part.

(B) Evaluation by nongovernment evaluators.

(C) Emergency repair or overhaul work.

(D) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

CLAUSE 24 - POST-EMPLOYMENT RESTRICTIONS

The Seller shall not use employees, consultants or other agents who are subject to any post-employment or other restrictions (i.e. former federal or state government employee) that would place either them personally, the Seller, or LLNS in violation, or possible violation, of such restrictions while performing his or her duties on behalf of LLNS under this Purchase Order. If the Seller becomes aware of any such violation, or possible violation, it shall immediately remove that individual from performing his/her assigned duties on behalf of LLNS, inform the LLNS Contract Analyst of all relevant and material facts regarding the situation, and propose alternate personnel who are equally qualified to perform the work in question. If no replacement personnel are available or qualified to perform the work in question, LLNS may cancel/terminate this Purchase Order, as otherwise provided.

CLAUSE 25 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

A. This Purchase Order shall be subject to the Department of Energy Orders DOE O 221.1B, *Reporting Fraud, Waste and Abuse to the Office of Inspector General* and DOE O 221.2A, *Cooperation with the Office of Inspector General*. The Seller shall encourage, support and require its employees to report any fraud, waste and abuse to an appropriate authority such as the DOE Office of the Inspector General. The Seller shall require its employees to provide interviews and briefings and provide affidavits or sworn statements if required by an employee of the Office of Inspector General. The Seller shall not retaliate against such employees.

B. In accordance with DOE Order 442.1B, the Seller shall also notify its employees that they have the right and responsibility to raise any employee concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well as harassment, intimidation, retaliation/reprisal, or discrimination, to the LLNS Employee Concerns Program (https://llnl.alertline.com/gcs/welcome) or the Department of Energy Employee Concerns Program (https://www.energy.gov/ehss/services/doe-employee-concerns-program).

CLAUSE 26- GOVERNING LAW AND VENUE

The Purchase Order shall be interpreted in accordance with the substantive and procedural laws of the State of California, except for: (A) the FAR and DEAR clauses incorporated by reference which shall be interpreted in accordance with the substantive law of federal government contracts; or (B) if Seller is a State Agency, State University or College, or other state or local government agency, and that State requires that such agencies, colleges or universities only be bound by the laws of the particular state, LLNS agrees that this Purchase Order will be interpreted in accordance with the substantive and procedural laws of that State. Any action at law or judicial proceeding arising from or in connection with the Purchase Order shall be brought exclusively in the state or federal courts serving Alameda County, California or, if the underlying dispute arises from activity occurring at LLNL's Site 300, San Joaquin County, California.

CLAUSE 27- INFORMATION TECHNOLOGY USING INTERNET PROTOCOL TECHNOLOGY

A. In order to facilitate the widescale adoption of IPv6 and in accordance with the Office of Management and Budget Memorandum 21 07 (M 21 07), if this Purchase Order involves the acquisition of Information Technology (IT), as defined in Federal Acquisition Regulation 2.101, that uses Internet Protocol (IP) technology, the Seller agrees that: (1) all IT hardware deliverables that use IP will comply with current IPv6 standards as defined in http://www-x.antd.nist.gov/usgv6/index.html and

interoperate with both IPv6 and IPv4 systems and products; and (2) it has technical support for IPv6 equivalent to that provided for IPv4.

B. Should the Seller find that the statement of work or specifications of this Purchase Order do not conform to the IPv6 standard, it must notify the LLNS Contract Analyst of such nonconformance and act in accordance with instructions thereafter provided.

CLAUSE 28 - RETENTION OF RECORDS AND AUDIT

The following applies if DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION applies.

A. All records in the possession of the Subcontractor related to this Subcontract, including all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this Subcontract, other applicable credits, and fee accruals under this Subcontract, shall be preserved by the Subcontractor for a period of six years and three months after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.

B. LLNS or its authorized representative shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. The Subcontractor shall make available at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction. The Subcontractor shall fully cooperate with all audit activities, including by responding promptly to inquiries, providing requested materials in a usable format, facilitating interviews with relevant personnel, and granting reasonable access to premises, systems, or other suppliers involved in carrying out the Subcontractor's obligations. If any audit identifies non-compliance, overcharges, or deficiencies, the Subcontractor shall, at its own cost: (i) promptly remedy the issue; (ii) reimburse LLNS for any overpayments and (iii) implement corrective actions reasonably requested by LLNS.

C. The Subcontractor shall include the substance of this clause in all its lower-tier subcontracts and purchase orders.

(END OF GENERAL PROVISIONS)