

RAMONA RESEARCH'S FAR SUPPLEMENT TO GENERAL TERMS AND CONDITIONS

FAR FLOWDOWN PROVISIONS FOR PURCHASE ORDERS WHICH IDENTIFY A PRIME CONTRACT NUMBER

SECTION II: FAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR CLAUSES

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by the parties in support of a U.S. Government Contract. As used in the FAR clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contracting Officer" shall mean the US Government Contracting Officer for Ramona government prime contract under which this Contract is entered.
4. "Contractor" and "Offeror" means the SELLER, as defined in this form 74-02-1, acting as the immediate (first-tier) subcontractor to Ramona.
5. "Prime Contract" means the contract between Ramona and the U.S. Government or between Ramona and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "Ramona" for "Government" or "United States" throughout this clause.
2. Substitute "Ramona Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Ramona" after "Government" throughout this clause.
4. Insert "or Ramona" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through Ramona.
6. Insert "and Ramona" after "Contracting Officer", throughout the clause.
7. Insert "or Ramona Procurement Representative" after "Contracting Officer", throughout the clause.

D. GRATUITIES/KICKBACKS

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(a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of Ramona for the purpose of obtaining or rewarding favorable treatment as a supplier.

(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

E. PRIORITY RATING

If so identified, this Contract is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

F. AMENDMENTS REQUIRED BY PRIME CONTRACT

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

G. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

H. FAR and DFAR FLOWDOWN CLAUSES REFERENCE TITLE

1. 1. The following FAR clauses apply to this Contract:
 - a. 52.203-3 GRATUITIES
 - b. 52.203-7 ANTI-KICKBACK PROCEDURES
 - c. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
 - d. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
 - e. 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applies to this Order if funded in whole or in part by the American Recovery and Reinvestment Act of 2009)
 - f. 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
 - g. 52.204-2 SECURITY REQUIREMENTS (Applies if work requires access to classified material. References to Changes clause are inapplicable)

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- h. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(Applies if work requires routine access to federally-controlled facility or routine access to a federally-controlled information system)
- i. 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS
- j. 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS
- k. 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applicable if Federal contract information resides in or transits through an information system)
- l. 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
 - i. Definitions. As used in this clause--
 - Covered article means any hardware, software, or service that--
 - 1. Is developed or provided by a covered entity;
 - 2. Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
 - 3. Contains components using any hardware or software developed in whole or in part by a covered entity.
 - Covered entity means--
 - 4. Kaspersky Lab;
 - 5. Any successor entity to Kaspersky Lab;
 - 6. Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
 - 7. Any entity of which Kaspersky Lab has a majority ownership.
 - ii. Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--
 - 1. Providing any covered article that the Government will use on or after October 1, 2018; and
 - 2. Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.
 - iii. Reporting requirement.
 - 1. In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

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2. The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
 - a. Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
 - iv. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (iv), in all subcontracts, including subcontracts for the acquisition of commercial items.
- m. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
- n. 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
- o. 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
- p. 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
- q. 52.211-5 MATERIAL REQUIREMENTS (Applicable if materials are delivered)
- r. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (15 U.S.C. 637(d)(2)-(3))
- s. 52.222-3 CONVICT LABOR
- t. 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
- u. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
- v. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
- w. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE
- x. 52.222-26 EQUAL OPPORTUNITY (E.O. 11246)
- y. 52.222-37 EMPLOYMENT REPORTS ON VETERANS
- z. 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
- aa. 52.222-41 SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351, et seq.)
- bb. 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT
- cc. 52.222-50 COMBATING TRAFFICKING IN PERSONS (22 U.S.C. 7104(g))
- dd. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

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- ee. 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if the subcontracts include FAR 52.222-6 or FAR 52.222-41 and work is to be performed, in whole or in part, in the United States)
 - ff. 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if the subcontracts include FAR 52.222-6 or FAR 52.222-41 and work is to be performed, in whole or in part, in the United States)
 - gg. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if work involves or contains hazardous material)
 - hh. 52.223-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
 - ii. 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applies if work contains covered radioactive material. Insert "30" in the blank in section (a))
 - jj. 52.223-11 OZONE DEPLETING SUBSTANCES (Applies if work was manufactured with or contains Ozone Depleting Substances)
 - kk. 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
 - ll. 52.224-3 PRIVACY TRAINING (Applies if employees access or operate a system of records or personally identifiable information)
 - mm. 52.225-1 BUY AMERICAN ACT—SUPPLIES (Applies if the Purchase Order indicates the Buy American Act applies)
 - nn. 52.225-3 BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (Applicable to the Purchase Order if the clause applies to the prime contract unless specifically exempted by Buyer in writing)
 - oo. 52.225-5 TRADE AGREEMENTS (Applies if the Purchase Order indicates the Trade Agreements Act applies)
 - pp. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
 - qq. 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (Applies to DoD subcontracts performed in an area of contingency operations outside the United States or to non-DoD subcontracts in combat operations or other significant military operations)
 - rr. 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE
 - ss. 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (Applies if subcontract is subject to the Defense Base Act)
 - tt. Place Holder
 - uu. 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies to subcontracts with small businesses)
 - vv. 52.239-1 PRIVACY OR SECURITY SAFEGUARDS
 - ww. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
 - xx. 52.245-1 GOVERNMENT PROPERTY
 - yy. 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this order involves international air transportation)
 - zz. 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C. 1241)
2. The following DFARS clauses apply to this Contract:
- a. 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

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- b. 252.203.7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
(Applies when FAR 52.203-13 applies to this Contract)
- c. 252.204-7000 DISCLOSURE OF INFORMATION (Applies when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)
- d. 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applicable if the Subcontract requires services that include support for the Government's activities related to safeguarding covered defense information or cyber incident reporting)
- e. 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING INFORMATION
- f. 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
- g. 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS
- h. 252.211-7003 ITEM IDENTIFICATION AND VALUATION (Applies to subcontracts for any items that require item identification or valuation)
- i. 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts)
(Applies if FAR 52.219-9 applies)
- j. 252.223-7001 HAZARD WARNING LABELS (Applies if this Order requires the delivery of hazardous materials)
- k. 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
(Applies if articles furnished under this Order contain ammunition or explosives, including liquid and solid propellants)
- l. 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
- m. 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
(Applies in lieu of FAR 52.225-1)
- n. 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if Seller is supplying items on the U.S. Munitions list)
- o. 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS
(Applicable if specialty metals are to be delivered)
- p. 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Work to be furnished contains specialty metals)
- q. 252.225.7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
- r. 252.225-7021 TRADE AGREEMENTS (Applies in lieu of FAR 52.225-5)
- s. 252.225.7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (Applies when private security functions will be performed outside the United States in areas of: contingency operations; combat operations; other significant military operations as designated by the Secretary of Defense; peace operations; or other military

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- operations or military exercises when designated by the Combatant Commander)
- t. 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies to subcontracts to support U.S. Armed Forces deployed outside the U.S. in contingency operations; peace operations; or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense)
 - u. 252.225-7048 EXPORT-CONTROLLED ITEMS
 - v. 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS
 - w. 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)
 - x. 252.227-7015 TECHNICAL DATA—Commercial Items
 - y. 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2016)
 - z. 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
 - aa. 252.228-7001 GROUND AND FLIGHT RISK
 - bb. 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Applies when Seller personnel may be required to interact with detainees in the course of their duties)
 - cc. 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (Applies if personnel interact with detainees under Order)
 - dd. 252.239-7010 CLOUD COMPUTING SERVICES (Applies if this Order involves or may involve cloud services)
 - ee. 252.239-7018 SUPPLY CHAIN RISK (Applies if this order involves the development or delivery of any information technology)
 - ff. 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS
 - gg. 252.246-7001 WARRANTY OF DATA
 - hh. 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Order is 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)
 - ii. 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if the agreement includes electronic parts or end items or services including electronic parts)
 - jj. 252.246-7008 SOURCES OF ELECTRONIC PARTS (Applicable if the Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)
 - kk. 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER
 - ll. 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (10 U.S.C. 2631) (Applies in lieu of FAR 52.247-64 in all requiring the transportation of supplies by sea)

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mm. 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY
SEA (10. U.S.C. 2631)

3. SHOULD THIS ORDER EXCEED \$3,500 THE FOLLOWING CLAUSE IS APPLICABLE:
 - a. 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
4. SHOULD THIS ORDER EXCEED \$10,000 THE FOLLOWING CLAUSE IS APPLICABLE:
 - a. 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
5. SHOULD THIS ORDER EXCEED \$15,000 THE FOLLOWING CLAUSE IS APPLICABLE:
 - a. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (29 U.S.C. 793)
6. SHOULD THIS ORDER EQUAL OR EXCEED \$25,000 THE FOLLOWING CLAUSES ARE APPLICABLE:
 - a. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
 - b. 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (Applies if funded in whole or in part by the American Recovery and Reinvestment Act of 2009)
7. SHOULD THIS ORDER EQUAL OR EXCEED \$35,000 THE FOLLOWING CLAUSE IS APPLICABLE:
 - a. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Does not apply if this Order is for commercial off the shelf items)
8. SHOULD THIS ORDER EQUAL OR EXCEED \$100,000, THE FOLLOWING CLAUSES ARE APPLICABLE:
 - a. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS
 - b. 52.222-37 EMPLOYMENT REPORTS ON VETERANS