

Any additional or differing terms, conditions or limitation of liability proposed by Seller, whether in a quote or proposal document, or a scope of work shall have no effect unless expressly accepted in writing by Parsons Government Services Inc. (“**Buyer**”) as controlling over and/or superseding these General Terms and Conditions.

ENTIRE AGREEMENT

This Purchase Order represents the entire agreement between Buyer and the Seller regarding the articles and/or services to be procured hereunder and shall be a binding contract upon the terms and conditions set forth herein by acknowledgment or commencement of performance. Acceptance is limited to the terms and conditions set forth in this Purchase Order. No change, modification, or revision to this Purchase Order shall be valid and binding unless in writing and signed by the authorized representative of Buyer. Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Seller or included in Seller’s acknowledgment are objected to by Buyer and have no effect.

ORDER IDENTIFICATION

Buyer’s Purchase Order number must be plainly marked on all acknowledgements, invoices, bills of lading, shipping orders, and the exterior of shipping cartons.

INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between Buyer and Seller is that of independent contractor. This Purchase Order does not create any employer-employee, agency, joint employer, joint venture or partnership relationship between Buyer and Seller, its lower tier subcontractors or their respective employees. Seller assumes full and sole responsibility for payment of all compensation, expenses, benefits and associated taxes of its employees.

DISCLOSURE OF INFORMATION AND PUBLICITY

Seller shall not publish any information developed under this Purchase Order nor disclose, confirm, or deny any details about the existence or subject matter of this Purchase Order or use Buyer’s name in connection with Seller’s sales promotion or publicity without prior written approval of the Buyer.

CHANGES

Buyer, may at any time, by written order, and without notice to the Seller, make changes within the general scope of this Purchase Order. Only a written change order or modification issued by Buyer will constitute a change to the Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for any part of the work under this Purchase Order, an equitable adjustment shall be made in the purchase price and/or delivery schedule, and this Purchase Order shall be modified accordingly in writing. The Seller must assert its right to any adjustment resulting from a change within twenty (20) days of receipt of the written change order. Nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed.

Seller understands and agrees that all communications initiated by Seller with Buyer’s Government Customer will be routed through, and subject to the express approval of, Buyer. In the event Seller received direction from Buyer’s Government Customer or Buyer technical representatives that amounts to a modification to this order, Seller understands and agrees that such direction is not binding on Buyer. Binding modifications to this order will only occur at the express written direction of an authorized representatives of Buyer.

TAXES

Seller and Buyer agree that the prices set forth in this Purchase Order include all applicable federal, state and local taxes, including without limitation, any sales and use taxes. No liability shall accrue to Buyer for any such taxes.

PAYMENTS

Unless otherwise provided or required by law, terms of payment shall be net forty-five (45) days from the latest of the following: (1) Buyer’s receipt of a proper invoice from Seller; (2) scheduled completion of the Work; (3) actual completion of the Work; or (4) where the Buyer’s contract with the Customer includes a pay-when-paid clause, Buyer’s receipt of payment from its Customer for the work associated with that Purchase Order. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments found by Seller. Buyer shall have a right to withhold from amounts due Seller under this Purchase Order amounts that Buyer reasonably believes are necessary to offset the damages Buyer has sustained due to Seller’s breach of this Purchase Order or any other contract between Buyer and Seller.

WARRANTIES

Seller warrants that the goods described herein shall be free from defects in workmanship and materials and shall strictly conform to applicable requirements, specifications, drawings and approved samples, if any, including performance specifications and that Seller’s design of such goods will be free from design defects, fit for their intended purpose, and of merchantable quality. All warranties shall run to Buyer, its customers, and subsequent owners of the goods or end products of which they are a part. Any warranties shall be in effect for a period of at least eighteen (18) months after the Buyer has accepted the goods. In the event of a breach, the Buyer may require that the goods be repaired or replaced, or Buyer may return the goods (in which event, the price of the Purchase order will be equitably reduced, or amounts paid will be reimbursed). All costs associated with determining the breach (tests, disassembly, reassembly, etc.) shall be reimbursed by the Seller.

INDEMNIFICATION

Seller shall indemnify and hold Buyer harmless from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses which relate to, arise out of, or are asserted or incurred as a result of: (1) the performance of the Work by Seller or Seller’s Employees; (2) the failure of Seller and Seller’s Employees to comply with all applicable laws in performing the Work under this Purchase Order; (3) the

Commercial Terms and Conditions

negligence or wrongful acts of Seller or Seller's Employees; or (4) any claims made by Seller's Employees arising out of the performance of Work; provided, however, that the foregoing indemnity obligation shall not apply to any injury, damage or loss caused by the sole negligence or willful misconduct of the Buyer. For purposes of this provision, the term "Seller's Employees" shall include all of Seller's employees, lower tier subcontractors, and agents.

CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

The Buyer will not be liable for, nor will the measure of damages assessed against it include, any indirect, incidental, special, consequential or punitive damages or amounts for loss of income, loss of data, loss of profits or loss of savings, whether incurred by Seller or any other third party. In no event will Buyer be liable for the failure of the Client to provide consent to use the services of Supplier.

INTELLECTUAL PROPERTY

Any design, system, manual, report, drawing, reprint, specification, technical information, or data prepared by the Seller in performance of this Purchase Order shall become the property of the Buyer upon creation. However, Buyer grants Seller a non-exclusive, non-assignable, world-wide, royalty free license to use the same for purposes of performing the Services. Buyer does not confer or grant in any manner, to Seller any pre-existing license or right under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Buyer. Seller warrants that use of the goods or services delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party. Seller agrees to defend, indemnify, and hold harmless Buyer, its affiliates, and their employees, officers, directors and agents, as well as their customers from and against any claims, damages, losses, costs and expenses, including attorney's fees, royalties, costs and other expenses, arising out of any action by a third party that is based upon a claim that the goods or services delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. Notwithstanding the foregoing, Pre-existing Intellectual Property Rights are not affected by this Purchase Order; except that Seller hereby grants Buyer a non-exclusive, royalty free license to use its Pre-Existing Intellectual Property Rights for purposes of obtaining the benefit of goods and services provided hereunder. For purposes of this clause, Pre-Existing Intellectual Property Rights means, in respect of a party, intellectual property rights that are in existence as of the date of issuance of this Purchase Order or that come into existence after the date of this Purchase Order other than in connection with this Purchase Order.

INSPECTION AND ACCEPTANCE

All goods procured under this Purchase Order will be subject to inspection and testing as prescribed in this Purchase Order by Buyer and its Client or assignees at the manufacturer's plant, as well as at the place of destination. All costs of testing necessary to substantiate that the goods and services provided under the Purchase Order conform to the drawings, specifications, and contract requirements listed shall be borne by Seller. The inspection or acceptance or payment of Buyer for any part or percentage of the goods described herein will not relieve or release Seller from any obligations or liabilities under this Purchase Order. **DELIVERY**

Time is of the essence in the performance of this Purchase Order. Seller shall bear the risk of loss or damage to goods and materials until they are delivered in conformity with the Purchase Order and accepted by Buyer. Shipment shall be made F.O.B. Buyer's address prescribed in this order, unless a different F.O.B. point is prescribed. Except as otherwise expressly set forth herein, title in all goods supplied hereunder shall vest in Buyer, and all risk of loss on all conforming goods shipped will pass to Buyer, only upon final acceptance by Buyer at Buyer's designated facility.

COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, Government orders, and regulations ("Applicable Laws") in the performance of this Purchase Order, including but not limited to the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Seller will not knowingly employ an unauthorized alien (as defined in subsection (h)(3) of the Immigration Reform and Control Act of 1986) where such alien was hired after November 6, 1986, or where it has come to their attention that an alien has become an unauthorized alien after that date. Seller also warrants that all goods and services furnished under this Purchase Order will conform to and comply with all Applicable Laws. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, costs, damages, and expenses (including actual attorney's fees) incurred directly or indirectly due to Seller's failure to comply with Applicable Laws.

In connection with the performance of work under this subcontract, Seller agrees as follows: (1) The Seller will not engage in any racially discriminatory DEI activities, as defined in section 2 of the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors); (2) The Seller will furnish all information and reports, including providing access to books, records, and accounts, as required by the contracting agency pursuant to the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors), for purposes of ascertaining compliance with this clause; (3) In the event of the Seller's noncompliance with this clause, this subcontract may be canceled, terminated, or suspended in whole or in part, and the Seller may be declared ineligible for further Government contracts; (4) The Seller will report any lower tier subcontractor's known or reasonably knowable conduct that may violate this clause to the Buyer and take any appropriate remedial actions directed by the Buyer; (5) The Seller will inform the Buyer if a lower tier subcontractor sues the Seller and the suit puts at issue, in any way, the validity of this clause; and, (6) The Seller recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act).

WAIVERS, APPROVALS, AND REMEDIES

Failure by either party to enforce the provisions of this Purchase Order or any applicable law shall not constitute a waiver of the requirements of such provisions or law, or act as a waiver of the right of a party thereafter to enforce such provision or law. Buyer's approval of goods or services shall not relieve Seller of its obligation to comply with the requirements of this Purchase Order. The rights and remedies of Buyer hereunder are cumulative and in addition to any other rights and remedies provided by law or in equity.

Commercial Terms and Conditions

ASSIGNMENT

Seller may not assign, or transfer its duties, interest, or obligations under this Purchase Order without obtaining the prior written approval of Buyer, which approval may be withheld in Buyer's sole and absolute discretion. Buyer reserves the right to assign or transfer part or all its rights, powers, and privileges under this Purchase Order for any reason to: (1) any wholly-owned subsidiary of the Buyer; or (2) any successor in interest to Buyer by way of merger or consolidation or the acquisition of substantially all of its assets.

GOVERNING LAW

This Purchase Order shall be interpreted and enforced in accordance with the laws of the State of California, in all respects, including statutes of limitations, but specifically excluding the conflict of law's provisions normally applied therein to any dispute or controversies arising out of or pertaining to this agreement. Any dispute, controversy or claim arising out of or in connection with the Purchase Order which cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the parties, shall be submitted to and finally resolved by either the Superior Court of the State of California, for the County of Los Angeles, Northeast District, or the United States District Court for the Central District of California.

EXPORT CONTROL COMPLIANCE

In the performance of this Purchase Order, Seller shall comply with all applicable US trade requirements (the "US Trade Requirements"), which include, without limitation, the International Traffic in Arms Regulations, the Export Administration Regulations, the Foreign Trade Regulations, and the requirements of the Department of Justice / Bureau of Alcohol, Tobacco, Firearms, and Explosives; the Department of the Treasury / Office of Foreign Assets Controls; and the Federal Trade Commission. Seller shall achieve full compliance independent of Buyer unless otherwise agreed in writing between Buyer and Seller. In addition, Seller shall fully collaborate with Buyer in any request to establish the jurisdiction and classification of items / technical data / services, and Seller shall give US export requirements primacy should the requirements of more than one jurisdiction apply. Seller shall immediately notify Buyer in writing of any actual or alleged violation of this Section, and shall indemnify, defend, protect, and hold harmless Buyer, its affiliates, and their officers, agents, and employees from and against any and all claims, demands, causes of action, costs, fines, penalties, attorney's fees, and other expenses arising from a breach, or an alleged breach, by Seller of this Section.

NO HIRE

During the term of this Purchase Order, Seller shall not knowingly solicit, entice, or persuade, or knowingly attempt to solicit, entice, or persuade, Buyer employees directly involved in the performance of the work under the Contract to terminate such employee's business relationship with the Buyer for any reason. "Employees directly involved in the performance of the work" are those hired specifically to perform the work described in the Contract statement of work. For the avoidance of doubt, this does not include employees whose wages are deemed to be overhead costs in Federal Government contracting scenarios. The foregoing shall not apply to (1) individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers, or on radio or television) not specifically directed to the employees of Buyer; or (2) employees who independently and on their own initiative pursue employment opportunities with Seller.

COUNTERFEIT WORK

For purposes of this clause, Counterfeit Work is defined as articles, components, goods, and assemblies that are misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. Seller agrees that it shall not deliver Counterfeit Work to the Buyer under this Purchase Order. The Seller shall immediately notify the Buyer if it becomes aware or suspects that it has furnished Counterfeit Work. Seller agrees, in that event, at its own expense, to replace such Work with genuine work conforming to the requirements of this Purchase Order. The Seller shall be liable for all costs related to the removal and replacement of Counterfeit Work as well as reinstallation of genuine work.

PARTS OBSOLESCENCE

Buyer may desire to place additional orders for Work purchased hereunder. Seller shall provide Buyer with a list of substitute or alternative parts if original parts are not available. **CONFIDENTIALITY OF ALL DRAWINGS, SPECIFICATIONS, PLANS, AND OTHER PROPRIETARY INFORMATION**

All drawings, specifications, plans, programs, designs, software, and all other information furnished to Seller by Buyer, or obtained by Seller from Buyer, in connection with this Purchase Order shall be held in confidence by Seller, and shall be considered by Seller to be the Confidential Information of Buyer, subject to the terms and conditions of this Purchase Order, and shall not be used by Seller for any purpose other than for the performance of the Services or as otherwise authorized in writing by Buyer. Seller acknowledges that all such drawings, specifications, plans, programs, designs, software, and all information furnished to or obtained by Seller in the performance of the Services under this Purchase Order are the property of Buyer or Client, and shall be returned to Buyer, along with any copies made thereof, upon the completion of the Services, except that Seller may retain one confidential copy of any such information for its records. Any obligation to keep information confidential in this clause will not apply to information that is or becomes part of the public domain otherwise than through a breach of this Purchase Order or to information that is required to be disclosed by law. Seller shall not communicate with Buyer's Customer or higher tier Customer about this Purchase Order, except as expressly permitted by Buyer. This clause does not prohibit Seller from communicating with the U.S. Government with respect to (1) matters Seller is required by law to communicate to the Government, (2) an ethics or anticorruption matter, (3) any matter for which this Purchase Order, including a FAR or FAR Supplement clause included in this Purchase Order, provides for direct communication by Seller to the Government, or (4) if Seller is a small business concern, any material matter pertaining to payment or utilization.

INSURANCE

Unless otherwise specified by the Buyer in writing, the Seller shall maintain insurance with an insurer rated A or higher in the following

Commercial Terms and Conditions

amounts:

- Comprehensive General Liability (including Products and Completed Operations Coverage) \$1 Million
- Workers Compensation - statutory levels.
- Employers Liability - \$1 Million Bodily Injury by accident – Each Accident;
- Motor Vehicle - \$1 Million CSL in coverage.

Further, in the event that Seller is providing consulting or professional services under this Purchase Order, Seller shall also maintain “claims-made” professional errors and omissions insurance coverage in an amount not less than \$1 million per claim, and in the aggregate. In all cases, Seller’s Comprehensive General Liability and Motor Vehicle Insurance shall name Buyer and its agents, employees and subcontractors as additional insureds (by endorsement), and shall include a waiver of subrogation against Buyer, its agents, employees and subcontractors. Within 10 days after award of this Purchase Order and prior to performance of any work under this Purchase Order, whichever is earlier, Seller will provide to Buyer a certificate of insurance evidencing the above requirement.

TERMINATION FOR CONVENIENCE

Buyer may, by notice in writing, direct Seller to terminate work under this Purchase Order in whole or in part, at any time, and such termination shall not constitute a default. Seller will thereupon immediately stop work on the terminated portion of the work and notify all lower-tier subcontractors/vendors to do the same. Buyer may take immediate possession of all work so performed upon notice of termination. Seller shall be entitled to: (1) reimbursement for its actual costs incurred up to and including the date of termination (such costs to be determined in accordance with recognized accounting principles); and, (2) a reasonable profit on the work done prior to termination. The total amount shall be paid by the Buyer subject to good faith negotiations between the Buyer and Seller. Under no circumstances shall Seller be entitled to overhead or profit on any unexecuted work.

TERMINATION FOR DEFAULT

If, in the Buyer’s opinion, the Seller appears to be insolvent or in such an unsound financial condition as to endanger performance, or if Seller breaches this Purchase Order and if such breach is incapable of being cured, Buyer may, by written notice to Seller, immediately terminate this Purchase Order for default. If Seller breaches this Purchase Order, and if such breach is capable of being cured, and if Seller fails to cure such a breach within ten (10) calendar days after receiving written notice of the breach from Buyer, Buyer may by written notice to Seller immediately terminate this Purchase Order or any part thereof for Seller’s default. Upon any such termination, the Seller shall continue the work not terminated, and Buyer may require that Seller deliver to Buyer any goods and/or materials associated with this Purchase Order (e.g., drawings, records, equipment, etc.) in any stage of production in the possession of Seller or anyone under its control to the Buyer within two (2) business days after receipt of Buyer’s written request. The Buyer may acquire supplies or services similar to those terminated, and the Seller will be liable to the Buyer for any excess costs for those supplies or services. The Seller shall protect and preserve property in its possession in which the Buyer or Customer has an interest. The Buyer shall pay the Seller for completed supplies delivered and accepted. The Buyer and Seller shall agree on the amount of payment for materials delivered and accepted and for the protection and preservation of property. Failure to agree will be a dispute. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss. If, after termination, it is judicially determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.

STOP WORK ORDER

Buyer may at any time, by written order, require Seller to stop all or any part of the work called for by this Purchase Order for a period of up to ninety (90) days and for any further period to which the Parties may agree. Upon receipt of such an order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. After the stop work order is cancelled, Seller shall resume work. An adjustment in the delivery schedule and/or price shall be made if the stop work order reasonably and directly results in an increase in the time and/or cost required for performance, provided, however, that if such work stoppage arises from a stop work direction given by Buyer’s client, then Seller will only be entitled to an adjustment in the delivery schedule and/or price to the extent that Buyer is able to obtain an equitable adjustment in time and/or price from Buyer’s client as a result of such work stoppage.

FORCE MAJEURE

Neither Buyer nor Seller shall be liable for any failure to perform under this Contract if such failure is due to events which are beyond the reasonable control and without the fault or negligence of such affected party, provided, however, that the Seller will only be entitled to an adjustment in the delivery schedule and/or price as a result of such a force majeure event to the extent that Buyer is able to obtain an equitable adjustment in time and/or price from Buyer’s client as a result of such force majeure event. The following events, for illustrative purposes only and without limitation, shall constitute force majeure under this Contract: (Acts of God or of a public enemy, Acts of Government, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes, Unusually severe weather, etc.) Each party shall give the other immediate written notice of any event that such party claims is a Force Majeure condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party’s notice under this Section shall include the party’s good faith estimate of the likely duration of the Force Majeure condition.

SELLER’S FINAL RELEASE CERTIFICATE AND INDEMNIFICATION

After completion and acceptance of all Services, Seller shall complete Buyer’s standard form Final Release Certificate and Indemnity, a copy of which is incorporated herein by this reference. This Certificate shall be submitted to the Buyer along with Seller’s final invoice as a condition to final

Commercial Terms and Conditions

payment.

CERTIFICATIONS AND REPRESENTATIONS

Performance of this Purchase Order is in support of a U.S. Government contract. By signing this Purchase Order, Seller certifies and warrants that it is not currently debarred, suspended, or proposed for debarment or suspension by any federal or state agency, and that any representations and certifications set forth by Seller in its proposal or otherwise submitted by Seller to Buyer as part of this Purchase Order are current and accurate as of the date of award. Furthermore, Seller certifies that it shall promptly disclose to Buyer in writing should it be suspended, debarred, or otherwise declared ineligible for participation in federal or state procurement or non-procurement programs, or should there be any change in status with respect to the matters covered by and of the representations and certifications submitted by Seller to Buyer. Seller certifies to the best of its knowledge and belief that Seller has not paid or will pay Federal Government appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this Purchase Order, the Seller shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

EQUAL OPPORTUNITY

Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-4, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. **NOTE: Include completed FAR 52.222-23 in flowdowns for construction subcontracts greater than \$10,000.00.**

ENTIRE AGREEMENT

This Purchase Order, together with all attachments hereto and all documents incorporated herein by reference, and all written modifications hereto, constitutes the entire agreement between Buyer and Seller with regard to the goods and services to be provided or performed herein. There are no terms, conditions, or provisions, whether oral or written, between the parties hereto, other than those herein contained. This Purchase Order supersedes any and all other oral or written representations, inducements, or understandings of any kind or nature between the parties with regard to the items purchased hereunder.

RIGHT TO WITHHOLD

If the Seller fails to maintain the Schedule due to its fault or the fault of its lower tier subcontractors, or should it otherwise commit a breach of this Agreement and/or any Task Order(s) issued hereunder, Buyer may, in addition to pursuing any other remedy available to it under this Agreement or otherwise available at law, withhold from the Seller's compensation an amount that Parsons deems reasonable and necessary to assure performance of the Services and/or to protect Buyer from loss under this Agreement and/or any Task Order(s) issued hereunder or any Agreement. Buyer may also withhold payments that are due to the Seller on one Task Order to protect itself against loss relating to another Task Order. Payments may be withheld in an amount sufficient to cover any loss, or prospective loss, relating to the Seller's services.

U.S. GOVERNMENT CLAUSES

Certain clauses from the Federal Acquisition Regulation (FAR) and, if this Purchase Order is issued under a Department of Defense prime contract, the Department of Defense FAR Supplement (DFARS) are required for inclusion in this Purchase Order. Without limiting the Purchase Order provisions, the FAR and DFARS clauses referenced below are incorporated by reference into this Purchase Order, on a "back to back" basis, with the same force and effect as though set forth in full text. All such FAR and DFARS clauses may be reviewed in full text at <http://www.acquisition.gov/far/index.html>.

The flow down of the following FAR and/or DFAR provisions shall be interpreted to apply vis-à-vis Buyer and Seller in the same manner that the US Government's rights apply vis-à-vis the US Government and Buyer, with the following meaning given to the terms in the below FAR/DFARS clauses (unless the meanings assigned to such terms would render the FAR/DFARS clause vis-à-vis Buyer and Seller to be meaningless, in which case, the FAR/DFAR clause at issue shall be interpreted by Buyer (in its reasonable discretion) so as to carry out the intent of the clause vis-à-vis Seller, which interpretation shall be binding on the parties): the term "Contract" means this Purchase Order, the terms "Contractor" or "Subcontractor" mean Seller, and the terms "Government" and "Contracting Officer" mean Buyer. Notwithstanding the preceding, nothing herein shall give, or be construed to give, Buyer the right of audit, inspection, or access, to or of Seller's facilities, or books, records, documents and data relating to Supplier pricing or performance. Furthermore, the terms "Government" and "Contracting Officer" do not change their meaning when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative. If any FAR or DFARS clause incorporated herein refers specifically to another FAR, DFARS, or other provision as governing Purchase Order arrangements under the prime contract, then such other provision also is incorporated herein by reference and Seller and all lower-tier subcontractors shall comply with its terms.

If DFARS 252.204-7012 applies to this Purchase Order (see table below), Seller shall:

Commercial Terms and Conditions

i) Notify Buyer (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and ii) Provide the incident report number, automatically assigned by DoD, to the Buyer (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

Compliance with National Defense Authorization Act Section 889(a)(1)(B) and application of FAR 52.204-24 and FAR 52.204-25. Prohibits procuring telecommunications and video surveillance services from the following companies, their subsidiaries, or affiliates of each entities: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; Dahua Technology Company. Seller is responsible for monitoring and implementing any updates to prohibited suppliers as reflected at www.fcc.gov/supplychain/coveredlist

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

Seller shall comply with Parsons' Standards of Ethical Conduct for Business Partners, available at: [PARSONS STANDARDS OF ETHICAL CONDUCT FOR BUSINESS PARTNERS](#)

Clause	Title	Effective Date
Federal Acquisition Regulation Clauses		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
<i>(Above clause does not apply if Purchase Order is less than \$150,000)</i>		
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
<i>(Above clause does not apply if the value of the Purchase Order is less than \$6,000,000 and has a performance period of less than 120 days)</i>		
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
<i>(Above clause does not apply unless the Purchase Order is funded under the American Recovery and Reinvestment Act)</i>		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
<i>(Above clause applies if FAR 52.222-6 or FAR 52.222-41 is included with this Purchase Order and performance is in the United States, in whole or in part)</i>		
52.224-3	Privacy Training	JAN 2017
<i>(Above clause applies when one or more conditions of FAR 52.224-3(f) is met)</i>		
52.224-3	Privacy Training (Alternate I)	JAN 2017
<i>(Above clause applies when one or more conditions of FAR 52.224-3(f) is met and only Government agency-provided training is acceptable)</i>		
52.225-5	Trade Agreements	NOV 2023
52.225-6	Trade Agreements Certificate	FEB 2021
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.244-6	Subcontracts for Commercial Items	NOV 2024
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021
Department of Defense FAR Supplement Clauses		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
<i>(Above clause applies for "operationally critical support," as defined in the clause, or for which performance will involve "covered defense information," as defined in the clause, including Purchase Orders for commercial items)</i>		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7021	Cybersecurity Maturity Model Certification Requirements	JAN 2023
<i>(Above clause is not applicable for COTS items only.)</i>		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
<i>(Excluding and reserving paragraphs (d) and (e)(1) of the above clause)</i>		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023

Commercial Terms and Conditions

252.227-7015	Technical Data—Commercial Items	MAR 2023
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JAN 2023
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	NOV 2023
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
(Above clause: excluding the introductory text and including only paragraphs (a) through (e), including for commercial products for electronic parts or assemblies containing electronic parts)		
252.246-7008	Sources of Electronic Parts	JAN 2023
(Above clause: including commercial products, that are for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer.)		
252.247-7023	Transportation of Supplies by Sea	OCT 2024
(All paragraphs of above clause apply for Purchase Orders greater than \$250,000. Paragraphs (a) through (f) and (j) only apply for Purchase Orders less than or equal to \$250,000)		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
(Above clause does not apply for purchases of commercially available off-the-shelf items as defined in FAR Subpart 2.1)		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2023
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.219-8	Utilization of Small Business Concerns	FEB 2024
(Supplier must include the above clause in lower tier subcontracts that offer subcontracting opportunities if the Purchase Order exceeds the Simplified Acquisition Threshold.)		
52.219-9	Small Business Subcontracting Plan	SEPT 2023
(Large business suppliers must include the above clause in lower tier subcontracts that offer subcontracting opportunities if the Purchase Order exceeds \$750,000)		
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
(Above clause does not apply for Purchase Orders less than \$150,000)		
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
(Above clause does not apply for Purchase Orders less than \$15,000)		
52.222-37	Employments Reports on Veterans	JUN 2020
(Above clause does not apply for Purchase Orders less than \$150,000)		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
(Above clause does not apply for Purchase Orders less than \$10,000 and performance is wholly outside the United States)		
52.222-50	Combating Trafficking in Persons (Alternate I)	NOV 2021
52.222-55	Minimum Wages under Executive Order 14026	JAN 2022
(Above clause applies if FAR 52.222-6 or FAR 52.222-41 is included with this Purchase Order and performance is in the United States, in whole or in part)		
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023