

**SCIENCE AND ENGINEERING SERVICES, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR GOVERNMENT ORDERS**

It is a material part of these Terms and Conditions that govern any purchase order/subcontract issued by SES pursuant to a Government contract, that the vendor/subcontractor shall include the appropriate FAR and DFARS flow down clauses in each lower-tier purchase order or subcontract. Failure to do so will constitute a material breach of these Terms and Conditions.

32. Conditions Applicable to Orders for Goods Destined for Use by The United States Government

Where the face of this Purchase Order bears a Government contract number, the following clauses shall supplement SES' Standard Terms and Conditions for Commercial Orders and to the extent of any inconsistency with SES' Standard Terms and Conditions for Commercial Orders, the following clauses shall be controlling.

a) Termination

(i) SES shall have the right at any time and for any reason to terminate this Purchase Order in its entirety or in part in accordance with the provisions of Federal Acquisition Regulations 52.249-1 "Termination for Convenience of the Government (Fixed Price) (Short Form)," 52.249-2 "Termination for Convenience of the Government (Fixed Price)," 52.249-4, "Termination for Convenience of the Government (Services) (Short Form)", or 52.249-6, "Termination (Cost Reimbursement)," as applicable (excluding any references to the Disputes Clause). These clauses are specifically incorporated herein by reference.

(ii) In addition to the rights conferred in subparagraph (i), SES may terminate this Purchase Order for default if the Seller fails to make any delivery in accordance with the schedule set forth herein or for failure to comply with any of the other requirements or terms and conditions of this Purchase Order or for failure to make progress under this Purchase Order so as to endanger performance of this Purchase Order, and does not cure such failure within a period of ten (10) days after notice from SES. In the event of termination for the Seller's default, SES may procure commodities or services similar to those terminated and the Seller shall be liable for excess re-procurement costs. Further, the Seller shall be liable to SES for any other remedies prescribed by law or equity.

b) Federal Acquisition Regulation (FAR)

(i) If this Purchase Order is for "commercial items" (i.e., an item that is customarily used for nongovernmental purposes and is made available to the general public), then this Purchase Order is subject to the following FAR clauses, all of which are hereby incorporated by reference:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-13 Contractor Code of Business Ethics and Conduct
- 52.203-14 Display of Hotline Poster(s)
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-2 Security Requirements
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-26 Covered Telecommunications Equipment or Services-Representation
- 52.208-8 Required Sources for Helium and Helium Usage Data
- 52.212-3 Offeror Representations and Certifications- Commercial Items
- 52.212-4 Contract Terms and Conditions-Commercial Items

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
 - 52.219-8 Utilization of Small Business Concerns
 - 52.222-3 Convict Labor
 - 52.222-11 Subcontracts (Labor Standards)
 - 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment
 - 52.222-21 Prohibition of Segregated Facilities
 - 52.222-22 Previous Contracts and Compliance Reports
 - 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation
 - 52.222-26 Equal Opportunity (Executive Order 11246)
 - 52.222-27 Affirmative Action Compliance Requirements for Construction
 - 52.222-34 (with Alternate I) Project Labor Agreement
 - 52.222-35 Equal Opportunity for Veterans
 - 52.222-36 Affirmative Action for Workers with Disabilities
 - 52.222-37 Employment Reports on Veterans
 - 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
 - 52.222-41 Service Contract Act of 1965
 - 52.222-50 Combating Trafficking in Persons
 - 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
 - 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements
 - 52.222-54 Employment Eligibility Verification
 - 52.223-7 Notice of Radioactive Materials
 - 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
 - 52.223-13 Acquisition of EPEAT-Registered Imaging Equipment
 - 52.223-14 Acquisition of EPEAT-Registered Televisions
 - 52.223-15 Energy Efficiency in Energy Consuming Products
 - 52.223-16 Acquisition of EPEAT-Registered Personal Computer Products
 - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
 - 52.223-20 Aerosols
 - 52.223-21 Foams
 - 52.225-1 Buy American Act—Supplies
 - 52.225-8 Duty-Free Entry
 - 52.225-13 Restrictions on Certain Foreign Purchases
 - 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
 - 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations
 - 52.227-9 Refund of Royalties
 - 52.227-10 Filing of Patent Applications – Classified Subject Matter
 - 52.227-11 Patent Rights -Ownership by the Contractor
 - 52.227-13 Patent Rights – Ownership by the Government
 - 52.228-3 Workers Compensation Insurance (Defense Base Act)
 - 52.228-4 Workers Compensation and War Hazard Insurance Overseas
 - 52.232-27 Prompt Payment for Construction Contracts
 - 52.244-6 Subcontracts for Commercial Items
 - 52.245-1 Government Property
 - 52.246-1 through -9 Contractor Inspection Requirement, Provisions and Clauses
 - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
 - 52.248-1 Value Engineering
- (ii) If this Purchase Order is for other than "commercial items," then this Purchase Order is subject to the following FAR clauses, all of which are hereby incorporated by reference:
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
 - 52.204-2 Security Requirements
 - 52.204-9 Personal Identity Verification of Contractor Personnel
 - 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

**SCIENCE AND ENGINEERING SERVICES, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR GOVERNMENT ORDERS**

- 52.204-19 Incorporation by Reference of Representations and Certifications
 - 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
 - 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
 - 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
 - 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
 - 52.204-26 Covered Telecommunications Equipment or Services-Representation
 - 52.208-8 Required Sources for Helium and Helium Usage Data
 - 52.209-1 Qualification Requirement
 - 52.209-3 First Article Approval-Contractor Testing
 - 52.209-4 First Article Approval-Government Testing
 - 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
 - 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
 - 52.211-5 Material Requirements
 - 52.211-15 Defense Priority and Allocation Requirements (applicable to rated order contracts only)
 - 52.211-16 Variation in Quantity
 - 52.216-5 Price Redetermination – Prospective
 - 52.216-6 Price Redetermination – Retroactive
 - 52.216-7 Allowable Cost and Payments (applies only to cost-reimbursement-type contracts)
 - 52.216-9 Fixed Fee – Construction
 - 52.216-16 Incentive Price Revision – Firm Target
 - 52.216-17 Incentive Price Revision – Successive Targets
 - 52.216-23 Execution and Commencement of Work
 - 52.216-24 Limitation of Government Liability
 - 52.216-25 Contract Definitization
 - 52.222-3 Convict Labor
 - 52.222-11 Subcontracts (Labor Standards)
 - 52.222-19 Child Labor—Cooperation with Authorities and Remedies
 - 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment
 - 52.222-21 Prohibition of Segregated Facilities
 - 52.222-22 Previous Contracts and Compliance Reports
 - 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation
 - 52.222-26 Equal Opportunity
 - 52.222-27 Affirmative Action Compliance Requirements for Construction
 - 52.222-34 (with Alternate I) Project Labor Agreement
 - 52.222-35 Equal Opportunity for Veterans
 - 52.222-36 Affirmative Action for Workers with Disabilities
 - 52.222-37 Employment Reports on Veterans
 - 52.222-41 Service Contract Act of 1965, as Amended
 - 52.222-50 Combating Trafficking in Persons
 - 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
 - 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements
 - 52.222-54 Employment Eligibility Verification
 - 52.223-3 (with Alternate I) Hazardous Material Identification and Material Safety Date
 - 52.223-6 Drug-Free Workplace
 - 52.223-7 Notice of Radioactive Materials
 - 52.223-11 Ozone-Depleting Substances
 - 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
 - 52.223-13 Acquisition of EPEAT-Registered Imaging Equipment
 - 52.223-14 Acquisition of EPEAT-Registered Televisions
 - 52.223-15 Energy Efficiency in Energy Consuming Products
 - 52.223-16 Acquisition of EPEAT-Registered Personal Computer Products
 - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
 - 52.223-20 Aerosols
 - 52.223-21 Foams
 - 52.225-1 Buy American Act—Supplies
 - 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act
 - 52.225-5 Trade Agreements
 - 52.225-8 Duty-Free Entry
 - 52.225-13 Restrictions on Certain Foreign Purchases
 - 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
 - 52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications
 - 52.227-3 Patent Indemnity
 - 52.227-9 Refund of Royalties
 - 52.227-10 Filing of Patent Applications – Classified Subject Matter
 - 52.227-11 Patent Rights -Ownership by the Contractor
 - 52.227-13 Patent Rights – Ownership by the Government
 - 52.227-14 Rights in Data-General
 - 52.227-19 Commercial Computer Software License
 - 52.228-3 Workers Compensation Insurance (Defense Base Act)
 - 52.228-4 Workers Compensation and War Hazard Insurance Overseas
 - 52.232-27 Prompt Payment for Construction Contracts
 - 52.233-1 Disputes
 - 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
 - 52.234-4 Earned Value Management System
 - 52.242-15 Stop-Work Order
 - 52.243-1 Changes—Fixed Price
 - 52.243-2 Changes—Cost-Reimbursement
 - 52.243-3 Changes-Time-and-Materials or Labor-Hours
 - 52.245-1 Government Property
 - 52.245-2 Government Property Installation Operation Services
 - 52.245-9 Use and Charges
 - 52.246-1 through -9 Contractor Inspection Requirement, Provisions and Clauses
 - 52.246-11 Higher-Level Contract Quality Requirement
 - 52.246-15 Certificate of Conformance
 - 52.246-26 Reporting Nonconforming Items
 - 52.247-63 Preference for U.S. – Flag Air Carriers
 - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
 - 52.248-1 Value Engineering
 - 52.249-2 Termination for Convenience of the Government (Fixed Price)
 - 52.249-8 Default (Fixed-Price Supply and Service)
- (iii) FAR Clauses required on orders exceeding “simplified acquisition threshold” (FAR 2-201):
- 52.202-1 Definitions
 - 52.203-3 Gratuities
 - 52.203-5 Covenant Against Contingent Fees
 - 52.203-6 Restrictions on Subcontractor Sales to the Government
 - 52.203-7 Anti-Kickback Procedures
 - 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
 - 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
 - 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
 - 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
 - 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
 - 52.215-2 Audit and Records—Negotiation
 - 52.215-14 Integrity of Unit Prices
 - 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
 - 52.215-23 Limitations on Pass-Through Charges
 - 52.219-8 Utilization of Small Business Concerns
 - 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
 - 52.227-1 Authorization and Consent

**SCIENCE AND ENGINEERING SERVICES, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR GOVERNMENT ORDERS**

- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 - 52.228-5 Insurance – Work on Government Installation
 - 52.229-3 Federal, State, and Local Taxes
 - 52.233-2 Service of Protest
 - 52.233-3 Protest After Award
 - 52.236-13 Accident Prevention
 - 52.242-13 Bankruptcy
 - 52.244-2 Subcontracts
 - 52.244-5 Competition in Subcontracting
 - 52.246-16 Responsibility for Supplies
 - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- (iv) FAR clauses required when subcontractor cost or pricing data are required
- 52.203-13 Contractor Code of Business Ethics and Conduct
 - 52.203-14 Display of Hotline Poster(s)
 - 52.210-1 Market Research
 - 52.214-26 Audit and Records—Sealed Bidding
 - 52.214-27 Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding
 - 52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding
 - 52.215-10 Price Reduction for Defective Cost or Pricing Data
 - 52.215-11 Price Reduction for Defective Cost or Pricing Data—Modifications
 - 52.215-12 Subcontractor Cost or Pricing Data
 - 52.215-13 Subcontractor Cost or Pricing Data—Modifications
 - 52.215-15 Pension Adjustments and Asset Reversions
 - 52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions
 - 52.215-19 Notification of Ownership Changes
 - 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data
 - 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data—Modifications
 - 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
 - 52.215-23 Limitations on Pass-Through Charges
 - 52.219-9 Small Business Subcontracting Plan (This clause does not apply to small business concerns.)
 - 52.230-2 Cost Accounting Standards (applicable to Large Business only)
 - 52.230-3 Disclosure and Consistency of Cost Accounting Practices
 - 52.230-4 Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
 - 52.230-5 Cost Accounting Standards – Educational Institution
 - 52.230-6 Administration of Cost Accounting Standards
 - 52.242-1 Notice of Intent to Disallow Costs (applicable only for cost reimbursement, fixed price incentive, or price redetermination orders)
 - 52.242-3 Penalties for Unallowable Costs (applicable only for cost reimbursement, fixed price incentive, or price redetermination orders)
- (v) Where necessary to make FAR Clauses consistent with this Purchase Order, the words “Government,” “contracting officer,” and similar words as used therein shall mean SES, and the word “contractor” shall mean the Seller.
- (vi) The Seller covenants and agrees that if SES’ contract price or a cost allowance is reduced by reason of the Seller’s failure to comply with an applicable Cost Accounting Standard or to follow any practice disclosed in its Disclosure Statement, SES shall be entitled to:
- Reduce the price of this Purchase Order by an amount commensurate with the reduction in SES’ contract price or cost allowance together with interest computed at the applicable Treasury rate; or
 - In the event the Seller shall already have been paid the full Purchase Order price or essentially the full Purchase Order price, the Seller shall reimburse and indemnify SES in an amount commensurate with the reduction in SES’ contract price or cost allowance together with interest computed at

the applicable Treasury rate.

33. Preaward On-Site Equal Opportunity Compliance Evaluation (FAR 52.222-24)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

34. “Equal Opportunity” (FAR 52.222-26)

a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal Contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs b) (i) through (xi) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

b) During the performance of this contract, the Contractor agrees as follows:

(i) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(ii) The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(iii) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(iv) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, or national origin.

(v) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(vii) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(viii) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the

**SCIENCE AND ENGINEERING SERVICES, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR GOVERNMENT ORDERS**

Secretary of Labor; or as otherwise provided by law.

(ix) The Contractor shall include the terms and conditions of paragraphs b)(i) through (xi) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(x) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

35. Government Inspection

If this Purchase Order bears a Government contract number, the Government has the right to perform government quality assurance at the Seller's plant as may be necessary to determine conformance with the requirements specified for all services and/or supplies ordered herein. In addition, there may be further Government inspection rights provided by FAR citations (i.e., 52.246-2 through -9) or by SES' Quality Terms, if applicable.

36. Government-Owned Facilities

If Government-owned facilities are to be used by the Seller to perform work prescribed herein, two prices are to be submitted; one based on rent-free use and one based on rental payments (applicable to request for quote only).

37. Anti-Kickback

SES prohibits the payment of any money, fee commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract. All suspected violations of this section must be reported immediately to SES' Ethics Officer.

38. Work Performed in SES Facilities

Work performed under this Purchase Order in SES facilities may require the individuals assigned to be U.S. citizens. Before assigning any foreign nationals to work in SES facilities in support of this Purchase Order, the Seller shall obtain prior written approval from SES. The Seller shall also screen all individuals who have access to SES facilities against the U.S. Government's Denied Parties List. If the Seller does not have access to the Denied Parties List, names of the individuals shall be provided to SES for screening by SES.

39. Order Completion and Closeout (applicable to Subcontracts pursuant to a SES Government or SES Prime Contract)

Subcontractor agrees to close out this order within the following schedule:

- Firm fixed price orders: final invoice must be submitted no later than 45 days following final delivery and must be marked as FINAL INVOICE.
- Fixed Price/Labor Hour orders: final invoice must be submitted no later than 45 days following final delivery and must be marked as FINAL INVOICE.
- Time and Material orders: Quick closeout procedures shall be used to the maximum extent possible (reference FAR 42.708). Closing documents using quick closeout procedures shall be submitted within six (6) months of completion of the order. Where quick closeout is not authorized, closing documents shall be submitted within 24 months of completion of the order.
- Cost Reimbursement orders: Quick closeout procedures shall be used to the maximum extent possible (reference FAR 42.708). Closing documents using quick closeout procedures shall be submitted within six (6) months of completion of the order. Where quick closeout is not authorized, closing documents shall be submitted within 24 months of completion of the order.

Special Note for Delivery/Task Order Contracts: Completion vouchers and documents shall be submitted on each

delivery order within three (3) months of order completion. Any subsequent adjustments required on cost reimbursement elements will be made on the final delivery order, which will be closed out in accordance with the schedule specified for the contract type.

Failure to submit documents within the specified period will result in a unilateral closeout of the order by SES.

40. Organizational Conflict of Interest

Seller certifies that Seller has no organizational conflict of interest as defined in FAR part subpart 9.5, "Organizational and Consultant Conflicts of Interest".

41. DFAR Clauses

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
- 252.204-7000 Disclosure of Information
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
- 252.208-7000 Intent to Furnish Precious Metals as Government Furnished Material
- 252.211-7003 Item Identification and Valuation
- 252.217-7012 Liability and Insurance
- 252.222-7000 Restrictions on Employment Personnel
- 252.222-7006 Restriction on the use of Mandatory Arbitration Agreements.
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7006 (with Alternate I) Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.225-7000 Buy American-Balance of Payments Program Certificate
- 252.225-7001 Buy American and Balance of Payments Program
- 252.225-7006 Acquisition of the American Flag
- 252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals.
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7040 Contractor Personnel Authorized to Accompany US Armed Forces Deployed Outside the United States
- 252.225-7048 Export-Controlled Items
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DOD Contracts
- 252.227-7013 Rights in Technical Data - Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions – Computer Software
- 252.227-7033 Rights in Shop Drawings
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business)
- 252.228-7001 Ground & Flight Risk
- 252.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.229-7004 Status of Contractor as a Direct Contractor (Spain)
- 252.229-7011 Reporting of Foreign Taxes – US Assistance Programs
- 252.234-7002 Earned Value Management System
- 252.235-7003 Frequency Authorization
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees
- 252.237-7023 Continuation of Essential Contractor Services
- 252.239-7016 Telecommunications Security Equipment,

**SCIENCE AND ENGINEERING SERVICES, LLC
ADDITIONAL TERMS AND CONDITIONS
FOR GOVERNMENT ORDERS**

Devices, Techniques, and Services

252.244-7000 Subcontracts for Commercial Items
252.246-7003 Notification of Potential Safety Issues
252.246-7007 Contractor Counterfeit Electronic Part Detection
and Avoidance System
252.246-7008 Sources of Electronic Parts

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge
Adjustment to the Cost Bearer
252.247-7023 Transportation by Sea
252.249-7002 Notification of Anticipated Contract Termination or
Reduction