

## Purchase Order Terms and Conditions

Federal Data Systems, LLC (FedData) reserves the right to deliver, resell or otherwise transfer the products described in this purchase order locations, personal or entities not named herein. FedData makes no representation and seller is not relying upon any statement by FedData that the products identified herein shall be delivered, sold or otherwise transferred to a particular location, person or entity.

## Invoicing Instructions

The price and Terms and Conditions of this Purchase Order are valid for six (6) months, or 180 days from order date unless otherwise stated and agreed to by FedData and/or Seller.

Seller shall include the following information on invoices:

- Legal name of the supplier or contractor
- Supplier invoice number or applicable reference number
- Invoice Date
- Remit location (i.e. mailing address to send payments)
- Name of Federal Data Systems contact who requested goods or services
- Federal Data Systems “bill to” address must include
  - Federal Data Systems, LLC
  - Attention: (Federal Data Systems Contact name; first name, last name)
  - Street Address
  - City, State, Zip Code
- Itemized description of the goods or services that were received or rendered (this should correspond with the PO line items in applicable)
- Taxes
- Total amount due

For invoices associated with Purchase Order Seller shall also include:

- Purchase order Number
- Purchase Order line item number (if applicable)
- One invoice per Purchase Order
- Invoice format must match the format of the Purchase Order
- For goods: the total for each line must represent the extended amount for that good
- For services: charge for services and expenses must be itemized on separate lines

Invoices must be submitted to [accts-payable@feddata.com](mailto:accts-payable@feddata.com) or mailed to 7055 Samuel Morse Drive, Suite 200, Columbia, Maryland 21046 ATTN ACCOUNTS PAYABLE for processing. Failure to provide invoicing detail which makes this Purchase Order may subject Vendor Invoice to be delayed or rejected and subject the Vendor to submit a corrected invoice. FedData shall not be responsible for any damages, fines, interest or liabilities of any kind that Vendor may incur due to Vendor’s failure to supply an invoice in a timely manner that corresponds to the Purchase Order detail.

## **Indemnification**

Seller shall indemnify, defend and hold FedData, its Affiliates and their respective officers, directors, employees, contractors, and agents harmless against and from any and all loss, cost or expense (including reasonable attorney's fees), except to the extent arising out of the gross negligence of FedData, incident to any third-party claim arising out of (i) the proper use by FedData or FedData's end users of the Products; (ii) failure by Seller to adhere to the shipping restrictions set forth herein; (iii) any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent, contractor or employee of Seller in connection with Seller's performance under this Purchase Order; (iv) personal injury, death or property damage caused by Products or Seller's directors, officers, contractors or employees and (v) infringement of the Products of any patent, copyright, trademark, trade secret or other proprietary right of any third party.

## **Confidentiality**

Seller shall not disclose to any third party nor copy or duplicate information relating to the Purchase Order, including but not limited to information relating to pricing, FedData's business practices, business plans, and/or technical specifications, FedData's end users, or FedData's employees. Disclosure by Seller will be permitted to the extent it is required by law or by governmental regulations or court order, or as may be necessary to establish or assert its rights hereunder. Seller further agrees to take such steps necessary to ensure that no unauthorized person shall have access to such information. Any information or other property furnished to Seller by FedData shall be returned to FedData upon demand in the same manner as received by Seller, ordinary wear and tear expected. Nothing in this Purchase Order prohibits or limits a party's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Purchase Order

## **Limitation of Liability**

The limit of FedData's liability to Seller or to any third party concerning the Products or services which are the subject of the Purchase Order shall not exceed the purchase price paid for such Products. In no event shall FedData be liable for any indirect, special incidental, consequential or punitive damages (including lost profits or savings), even if it is advised of the possibility thereof.

## **Warranties**

Seller warrants that immediately prior to the sale it had good title to the Products, free from any lien or encumbrance unless otherwise specified. The Products will be (i) free from defects in materials or workmanship, (ii) conform to the requirements of the Purchase Order, including any instructions or specifications herein incorporated; (iii) be fit for the purpose disclosed in this Purchase Order; and (iv) with regards to Products that are Software, will at the time of delivery contain no malicious or disabling code that may damage, destroy or destructively alter software, hardware, systems or data, including viruses, Trojan horses, worms, time bombs, backdoors, or mechanisms designed to permit Seller or any other party to shut down or interfere with the operation of the Software; it and any resources assigned to work with FedData are in compliance with all applicable federal, state and local laws regulations and standards relating to the design, manufacture, testing, labeling, sale and transportation of the supplies or items, and provision of the Products. All Standard warranties and indemnifications which Seller generally

provides to its own end users shall be passed through FedData to FedData's end users. The warranties provided in the Purchase Order are in addition to all other warranties, expressed or implied, and survive any delivery, inspection, acceptance or payment. All warranties shall run to and be enforceable by FedData, its successors, assigns, end users and third parties injured in person or property by any breach thereof; and the Product is a Commercial Item as defined in Federal Acquisition Regulation clause 2.101. To the extent services are being provided, Seller represents and warrants that its personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the services provided in a professional and workmanlike manner consistent with generally accepted industry standards.

## **Export Controls**

Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq., and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-733, including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. Seller shall immediately notify the FedData if Seller or any lower-tier sub-subcontractor/supplier is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. Seller shall include an obligation to comply with all export control laws and regulations in any lower-tiered subcontract that it is permitted to enter into related to this Order. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors of any tier, in the performance of its obligations under this clause.

## **Compliance**

Seller warrants that it has not offered or given, and will not offer or give to any employee, agent, or representative of FedData, a payment, gratuity, or kickback for obtaining or rewarding favorable treatment by FedData with respect to the terms, conditions, price, performance, or award of an order. Each party shall comply with the requirements of the Foreign Corrupt Practices Act (FCPA) and other applicable U.S. or non-U.S. anti-corruption or procurement integrity laws or regulations. Further, Seller represents and warrants that it is familiar, and shall comply, with the requirements of the Foreign Corrupt Practices Act in *effect* during the term of this Order.

## **Conflicts of Interest**

Seller warrants that neither Seller nor its employees have an organizational or personal conflict of interest in providing the goods and/or services contemplated by this Purchase Order.

## **Inspection and Acceptance**

Unless otherwise agreed upon in writing, all Supplies are subject to FedData's inspection at destination, notwithstanding any previous inspection by Seller. If the Supplies fail in any respect to conform to this Purchase Order, FedData may accept or reject the whole or any unit thereof. FedData may reject Supplies

within a reasonable time (not more than thirty business days) after delivery or tender. Acceptance occurs after FedData signifies to Seller that it has accepted the Supplies. Acceptance does not of itself impair any other legal or equitable remedy for non-conformity. Acceptance may be revoked if it was made with the reasonable assumption that any non-conformity would be cured, the non-conformity was difficult to discover before acceptance, or revocation is otherwise permitted by law or equity. Revocation of acceptance is equivalent to rejection. Upon rejection the FedData may, at its option, and in addition to any other available recourse, take any remedial action allowed in Article 24, Remedies for Defects.

## **Remedies**

If any Product fails to conform to any warranties specified herein or otherwise applicable, Seller shall, upon FedData's request (even if acceptance has been made by FedData) credit or refund FedData any payment already or, at FedData's option, repair or replace such item at Seller's expense. FedData shall have right to reject a portion of the Products purchased and its partial acceptance of the balance shall not be deemed a waiver of any of the FedData's other rights or claims. These remedies are not intended to be exclusive and are in addition to all other remedies available by law.

## **Incident Reporting**

Where Seller knows or reasonably suspects a loss, unauthorized acquisition, disclosure, use or other form of compromise of Federal Data System's Confidential Information has occurred, Seller shall notify Federal Data Systems, LLC in writing within twenty-four (24) hours following such discovery and cooperate with Federal Data Systems in any breach investigation or remediation efforts.

Seller shall maintain a record of Security incidents noting the description of the incident, the time period, impact, the person reporting and to whom the incident was reported, and the procedures to remediate the incident.

## **Entire Agreement**

The Purchase Order, including the terms and conditions herein, Representations and Certifications and any additional addenda, sets forth the entire agreement relating to the purchase merges all prior understandings, agreements or documents except that if a separate written agreement signed by both FedData and Seller exists with respect to the Products covered by this Purchase Order, the terms of such written agreement shall prevail over any inconsistent terms contained in these terms and conditions unless otherwise agreed to by the parties in writing. Any modifications, additions, deletions, amendments or other alterations to any provision of the Purchase Order must be in a written addendum executed by a duly authorized representative of FedData and Seller (each as defined on the face of the Purchase Order). This Purchase Order will be deemed accepted by Seller if Seller does not reject it within 3 days of receipt, in writing and with specificity. Any different or additional terms and conditions contained in Seller's acknowledgment form, quote, invoice or other communication shall not be binding on FedData unless specifically consented to in writing by FedData. FedData hereby objects to and rejects any and all terms and conditions not so accepted. Either party's failure to enforce any provision shall not waive its right subsequently to enforce such provision. Seller shall not condition any delivery or commencement of performance upon the abrogation or modification of any of the terms and conditions included in this Purchase Order. All pricing in this Purchase Order includes all charges and costs to be borne by FedData. ANY MODIFICATIONS, ADDITIONS, DELETIONS OR OTHER ALTERATIONS TO THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER, WITHOUT THE WRITTEN CONSENT OF

A REPRESENTATIVE OF FEDDATA’S PURCHASING OR ORDER MANAGEMENT ORGANIZATION SHALL BE NULL AND VOID.

The Purchase Order and the Seller’s rights or duties arising hereunder may not be assigned or subcontracted without FedData’s prior written consent. Additional terms, if any, required by FedData’s end user shall be flowed down to Seller and set forth in an addendum. The provisions of this Purchase Order, which by their nature survive termination or expiration shall survive termination or expiration of this Purchase Order.

## FAR/DFARS Flow Downs

This Purchase Order incorporates the following FAR clauses and Government supplements thereto by reference, with the same force and effect as if they were given in full text. Upon request, FedData will make their full text available. The obligations of the Seller to the Government as proved in said clauses shall be deemed to be the obligations of Seller to FedData.

Clause	Applicability / Notes
52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015)	Applicable if this Purchase Order exceeds \$5,500,000 and the period of performance is more than 120 days.
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)	Applicable if the Prime Contract is funded in whole or in part with Recovery Act funds.
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-2 Security Requirements (Aug 1996)	Applicable if Seller’s work under this Purchase Order involves access to classified information.
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)	Applicable if Seller will have access to a Federally-controlled facility and/or access to a Federally-controlled information system.
52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	Applicable if Seller may have Federal contract information (as defined in the clause) residing in or transiting through its information system.
52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Oct 2015)	Applicable if this Purchase Order exceeds \$35,000. Notices to the Contracting Officer under this clause will be made through FedData.
52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010)	Substitute “FedData” for “Contracting Officer” in paragraph (a)(1).
52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 2010)	Substitute “FedData” for “Contracting Officer” in paragraph (a)(1).
52.219-8 Utilization of Small Business Concerns (Nov 2016)	Applicable if lower-tier subcontracting is allowed.
52.222-21 Prohibition of Segregated Facilities (Apr 2015)	
52.222-26 Equal Opportunity (Sept 2016)	
52.222-35 Equal Opportunity Veterans (Oct 2015)	Applicable if this Purchase Order exceeds \$150,000.
52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)	Applicable if this Purchase Order exceeds \$15,000.
52.222-37 Employment Reports on Veterans (Feb 2016)	Applicable if this Purchase Order exceeds \$150,000.
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Applicable if this Purchase Order exceeds \$10,000.
52.222-41 Service Contract Act of 1965 (May 2015)	Applicable if this Purchase Order is for services subject to the Service Contract Act. Does not apply if this Purchase Order has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356.
52.222-50 Combating Trafficking in Persons (Mar 2015)	Substitute “FedData” for “Contracting Officer” throughout the clause. Insert “or FedData” after “Government” in paragraph (c).
52.222-54 Employment Eligibility Verification (Oct 2015)	Applicable if (i) this Purchase Order is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and normally provided by the COTS item); (ii) has a value more than \$3,500; and (iii) includes work in the United States.
52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)	Applicable if the services under this Purchase Order are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction)

		statute, and are to be performed in whole or in part in the United States. Substitute "FedData" for "Contracting Officer" throughout the clause.
52.222-59	Compliance with Labor Laws (Oct 2016)	Applicable if this Purchase Order has an estimated value exceeding \$500,000 and is not for commercially available off-the-shelf items.
52.222-60	Paycheck Transparency (Oct 2016)	Applicable if this Purchase Order exceeds \$500,000 and is not for commercially available off-the-shelf items.
52.223-3	Hazardous Material Identification and Material Safety Data Sheet (Jan 1997)	Applicable if this Purchase Order involves hazardous materials. Substitute "FedData" for "Contracting Officer" throughout the clause. Insert "and FedData" after "Government" throughout the clause, except in paragraph (f), insert "or FedData" after "Government".
52.223-7	Notice of Radioactive Materials (Jan 1997)	Applicable if this Purchase Order involves radioactive material. In the blank in paragraph (a), insert "30". Substitute "FedData" for "Government" throughout this clause. Substitute "FedData" for "Contracting Officer" throughout this clause.
52.223-11	Ozone-Depleting Substances (May 2001)	Applicable if products being delivered under this Purchase Order contain ozone-depleting substances.
52.224-3	Privacy Training (Jan 2017)	Applicable if Seller will: (i) Have access to a system of records; (ii) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.
52.225-1	Buy American Act – Supplies (May 2014)	Applicable if the work under this Purchase Order contains other than domestic components. In paragraph (c), substitute the first occurrence of "Contracting Officer" with "FedData".
52.225-5	Trade Agreements (Nov 2013)	
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
52.225-26	Contractors Performing Private Security Functions Outside the United States (Oct 2016)	Applicable if the work under this Purchase Order involves private security functions to be performed outside the United States in areas of— (1) Combat operations, as designated by the Secretary of Defense; or (2) Other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.
52.227-19	Commercial Computer Software License (Dec 2007)	Applicable if the Purchase Order involves the acquisition of commercial commuter software. Does not apply if DFARS data rights clauses apply.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	Applicable if (i) Seller is a small business concern and (ii) FedData receives accelerated payments under the Prime Contract.
52.244-6	Subcontracts for Commercial Items (Apr 2015)	
52.245-1	Government Property (Apr 2012)	Applicable to supplies provided on a fixed price basis. Substitute "FedData" for "Contracting Officer" throughout the clause. Insert "and FedData" after "Government" in paragraphs (b) and (c). Insert "or FedData" after "Government" in paragraphs (d) and (k). Substitute "FedData" for "Government" in paragraphs (f), (h), (j) and (l).
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels (Feb 2006)	Applicable if this Purchase Order involves ocean transportation of supplies.

- A. This Purchase Order incorporates the following Defense Federal Acquisition Regulation Supplement (DFARS) clauses by reference. The clauses have the same force and effect as if they were given in full text. Unless otherwise specified in the "Applicability/Notes" column below, the definitions set forth in Section A of this attachment shall apply.

252.203-7002	Requirements to inform Employees of Whistleblower Rights (Sep 2013)	
252.203-7003	Agency Office of the Inspector General (Dec 2012)	Applicable if this Purchase Order exceeds \$5,500,000 and the period of performance is more than 120 days.
252.203-7004	Display of Hotline Posters (Oct 2016)	Applicable if the contract value exceeds \$5.5 million. Applies in lieu of FAR 52.203-14.
252.704-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)	Applicable if this Purchase Order is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items. Insert FedData after Government in paragraph (b).
252.704-7012	Safeguarding of Unclassified Controlled Technical Information (Oct 2016)	Applicable if the Purchase Order is for operationally critical support or for which the Purchase Order performance will involve covered defense information, including subcontracts for commercial items. FedData shall be copied on notices provided to the Contracting Officer under this clause.
252.204-7015	Notice of Authorized Disclosure information for Litigation Support (May 2016)	

252.211-7003	Item Unique Identification and Valuation (Mar 2016)	Substitute "FedData" for "Government" throughout the clause
252.223-7001	Hazard Warning Labels (Dec 1991)	Applicable if this Purchase Order involves the delivery of hazardous materials.
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)	Applicable if this Purchase Order involves the delivery of ammunition or explosives.
252.223-7003	Change in Place of Performance – Ammunition and Explosives (Dec 1991)	Applicable if this Purchase Order involves the delivery of ammunition or explosives. Insert "or FedData" after "Government" throughout this clause
252.223-7008	Prohibition on Hexavalent Chromium (May 2011)	Applicable if this Purchase Order is for supplies, maintenance and repair services or construction materials are supplied. Insert "or FedData" after "Government" throughout this clause.
252.225-7001	Buy American and Balance of Payments Program – Basic (Nov 2014)	Applicable in lieu of FAR 52.225-1
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	Applicable if this Purchase Order is for items covered by the United States Munitions List
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)	Applicable if this Purchase Order includes items containing specialty metals of that will be delivered to the Department of Defense. Paragraphs (a) through (c) and paragraph (c)(2) apply
252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)	
252.225-7021	Trade Agreements – Basic (Sep 2016)	Applicable in lieu of FAR 52.225-5 Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)	Applicable if agreement is for forging items or for other items that contain forging items that will be delivered to the Department of Defense. Substitute "FedData" for "Contracting Officer" in paragraph (d).
252.225-7048	Export Controlled Items (June 2013)	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)	Applicable if the Purchase Order exceeds \$500,000. Substitute "FedData" for "Contracting Officer" in paragraph (c). In paragraph (f)(1), "Contractor" shall mean "FedData". FedData shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to FedData.
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)	Applicable in lieu of FAR 52.227-14.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)	Applicable in lieu of FAR 52.227-14
252.227-7015	Technical Data Commercial Items (Feb 2014)	Applicable if (i) the clause is incorporated in the Prime Contract and (ii) this Purchase Order involves Seller's delivery of technical data pertaining to commercial items, components, or processes developed at private expense.
252.227-7019	Validation of Asserted Restrictions – Computer Software (Sep 2011)	
252.227-7037	Validation of Restrictive Markings in Technical Data (Jun 2013)	
252.244-7000	Subcontracts For Commercial Items and Commercial Components (DOD Contracts)( Jun 2013)	
252.246-7003	Notification of Potential Safety Issues (Jun 2013)	Applicable if this Purchase 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. Notifications provided by Seller under this clause shall be provided to FedData and the Government.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)	Paragraphs (a) through (c) apply. In paragraph (c)(2), insert "or FedData" after "Government". In paragraph (c)(6), insert "and FedData" after "Government".
252.246-7008	Sources of Electronic Parts (Oct 2016)	Substitute "FedData" for "Government" throughout the clause, except in paragraph (d). Substitute "FedData" for "Contracting Officer" throughout the clause.
252.247-7023	Transportation of Supplies by Sea – Basic (Apr 2014)	Applicable in lieu of FAR 52.247-64
252.247-7024	Notification of Transportation of Supplies by SEA (Mar 2000)	
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Oct 2015)	Applicable if this Purchase Order exceeds \$700,000. Substitute "FedData" for "Contracting Officer" throughout the clause. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).