

The terms and conditions in this document are incorporated by reference and made a part of the Order if the Order is in support of a US Government Contract. These terms and conditions flow down Axon Enterprise, Inc.'s (Buyer) US Government regulatory and customer obligations.

### 1. Definitions

- 1.1. "Clause(s)" means the contractual clauses set forth in the Government Acquisition Regulation(s).
- 1.2. "DFARS" means the Department of Defense Federal Acquisition Regulation Supplement.
- 1.3. "FAR" means the Federal Acquisition Regulation.
- 1.4. "Government Acquisition Regulation(s)" means the FAR, DFARS, and other applicable Agency FAR Supplement regulations.
- 1.5. "Intellectual Property" as used in this Section, means the definition set forth in the Order, as well as any applicable FAR, DFARS, or other Government Acquisition Regulation clause.
- 1.6. "Practice" means to make, use, sell, offer for sale, import, and export Goods that embody the Subject Invention.
- 1.7. "Prime Contract" means a contract awarded by the U.S. Government.
- 1.8. "Technical Data" means technical data as defined in the applicable FAR, DFARS, or other Government Acquisition Regulation clause as may be incorporated in the order.
- 1.9. "Unlimited Rights" means unlimited rights as defined in the applicable FAR, DFARS, or other Government Acquisition Regulation clause as may be incorporated in the order.
- 1.10. "Use" means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed, and make derivative works of any Technical Data and Computer Software.

### 2. General

- 2.1. If an Order is placed at any tier under a Prime Contract—as identified via written communication from Buyer's POC or as indicated on the Order itself—additional Clauses shall apply as set forth herein. In the event of a conflict between a provision in this document and the Terms and Conditions of the Order, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in the Terms and Conditions of the Order.
- 2.2. While Buyer has made every effort to include every potentially applicable Clause in this document, Clauses, the inclusion of which in a subcontract to a Prime Contract is mandatory under Government Acquisition Regulations, shall be considered to be included by operation of law, even if it has been omitted from this document and the Order.
- 2.3. If, based on their content, any of the Clauses do not apply to the Order, such Clauses are considered self-deleting. The full text of these Clauses can be accessed at [www.acquisition.gov/content/regulations](http://www.acquisition.gov/content/regulations). To

the extent that any clause listed below is inapplicable to the performance of a particular Order or the Agreement, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the Supplier.

- 2.4. Supplier shall incorporate into each lower-tier subcontract placed in support of the Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause.
- 2.5. By accepting an Order, Supplier hereby certifies that:
  - 2.5.1. As applicable, Supplier’s last “Annual Offeror Registration Data, Representations and Certifications” is current, accurate and complete as of the date of the Order.
  - 2.5.2. Supplier and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.
- 2.6. Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier’s subcontractors’ failure to comply with the applicable Clauses.
- 2.7. Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer’s compliance with, any applicable Government Acquisition Regulations and policies.

### 3. **Rated Orders**

- 3.1. To the extent an Order includes a Defense Priorities and Allocation System (“DPAS”) rating (a “DPAS Rated Order”)—as identified via written communication from Buyer’s POC or as indicated on the Order—Supplier shall follow all the provisions of 15 CFR 700 Et Seq. (the “DPAS Regulation”). All DPAS Rated Orders must be accepted or rejected in writing (hardcopy or electronic format) as follows: (i) “DO” DPAS Rated Orders must be accepted or rejected within 15 working days after Order receipt by Supplier; (ii) “DX” DPAS Rated Orders must be accepted or rejected within 10 working days after Order receipt by Supplier; and (iii) rejections must specify the reason for the rejection.
- 3.2. If, after acceptance of the Order, Supplier subsequently finds that shipment or performance will be delayed, Supplier must notify Buyer immediately in writing (hardcopy or electronic format), provide reasons for the delay, and advise of a new shipment or performance date.
- 3.3. For Orders that include both DPAS Rated Order quantities and unrated Order quantities, Supplier is only required to follow the DPAS Regulation as it pertains to rejections of the DPAS Rated Order quantities.

4. **Delays.** Supplier shall immediately notify Buyer in writing of any actual or potential delays in meeting performance requirements or delivery schedules. Such notice shall include the cause, effect, duration and corrective action proposed by Supplier to address the delay. The notification shall be for information purposes only and shall not be construed as a waiver by Buyer of any delivery or performance requirements.

### 5. **Stop Work Orders**

- 5.1. Buyer may, at any time, by written order to the Supplier, require the Supplier to stop all, or any part, of the work called for by this contract for a period of 60 days after the order is delivered to the Supplier, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Supplier shall immediately 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. Within a period of 60 days after a stop-work is delivered to the Supplier, or within any extension of that period to which the parties shall have agreed, Buyer shall either-
  - 5.1.1. Cancel the stop-work order; or
  - 5.1.2. Terminate the work covered by the order as provided in the Termination clause of this Agreement.
- 5.2. Upon notice of the cancellation or expiration of the stop-work order issued under this clause, the Supplier shall resume work. Buyer shall make an equitable adjustment in the delivery schedule and the contract shall be modified, in writing, accordingly, if-
  - 5.2.1. The stop-work order results in an increase in the time required for the performance of any part of this Agreement; and
  - 5.2.2. The Supplier asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Buyer decides the facts justify the action, Buyer may receive and act upon the claim submitted at any time before final payment under this contract

## 6. Termination for Convenience.

- 6.1. This Order and any and all rights granted and obligations assumed hereby may be terminated in whole or part by Buyer giving written notice to Supplier. Upon receipt of a notice of termination, and except as otherwise directed by Buyer, Supplier shall immediately, as to the terminated portion of this Order and regardless of any delay in determining or adjusting any amounts due under this clause, promptly stop work, notify subcontractors to stop work, and protect property in Supplier's possession in which Buyer has or may acquire an interest.
- 6.2. As directed by Buyer, Supplier shall transfer title and possession to Buyer of any inventory and property, including plans, drawings, and information held by Supplier which is for Buyer's Order. In accordance with Buyer's instructions, Supplier shall assign to Buyer all right, title, and interest of Supplier under the subcontracts of Supplier that are terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations. With approval or ratification to the extent required by Buyer, Supplier shall settle all outstanding liabilities and termination settlement proposals arising from the termination of Supplier's subcontracts; the approval or ratification will be final for purposes of this clause.
- 6.3. Supplier shall submit a termination settlement proposal within thirty (30) days after the effective date of the termination notice incorporating all claims of Supplier in the form and with the certification prescribed by Buyer. Supplier and Buyer may agree upon the whole or any part of the amount to be paid because of the termination and this Order shall be amended and Supplier paid the agreed amount. In no event shall payment to Supplier exceed the total Order price as reduced by the amount of payments

previously made and this Order price of work not terminated. The cost principles and procedures of FAR Part 31, in effect on the date of this Order, shall govern all costs claimed, agreed to, or determined under this clause.

6.4. D. Unless otherwise provided in this Order, Supplier shall maintain all records and documents relating to the terminated portion of this Order for three (3) years after final settlement. This includes all books and other evidence bearing on Supplier's costs and expenses under this Order. Supplier shall make these records and documents available to Buyer, at Supplier's office, at all reasonable times, without any direct charge.

7. **Inspection of Books and Records.** Supplier hereby grants to Buyer or any authorized representatives of the Government the right to at all reasonable times, inspect and audit Supplier's books, records and facilities, or such parts of its facilities as may be engaged in the performance of the Order. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.
8. **Orders Involving Government Property.** If applicable, Supplier shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR 52.245-1 and DFARS Part 245 to control, protect, preserve, repair, and maintain Government Property (as such term is defined therein). Government Property shall be used only for performing the Order, unless otherwise provided in the Order or approved by the Government.

9. **Intellectual Property Under U.S. Government Contracts**

9.1. **Technical Data and Computer Software Ownership and License Rights**

- 9.1.1. Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software, and Goods to be performed under the Order and the assertions of restrictions on use, release, or disclosure of Supplier's Intellectual Property that are provided to Buyer for delivery to the Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or in FAR 52.227-14, for Technical Data and Computer Software acquired, created, or delivered to Buyer in the performance of the Order.
- 9.1.2. For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Supplier's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.
- 9.1.3. Except as provided above, Supplier hereby grants to Buyer an irrevocable, nonexclusive, paid-up, worldwide, license to sell and Use Supplier's Technical Data and Computer Software acquired, created, or delivered in the performance of the Order (i) to fulfill Buyer's obligations under the prime contract; (ii) to disclose to third parties for obtaining government approvals; and (iii) to satisfy other contract requirements for the same or similar Goods.
- 9.1.4. Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill

Supplier's obligations in the performance of the Order by the Delivery Date. At Buyer's request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of the Order, whether or not delivery was required and without additional cost to Buyer.

## **9.2. General Intellectual Property**

- 9.2.1. Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order. If, in the performance of the Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 9.2.2. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

## **9.3. Data Assertions and Markings**

- 9.3.1. Supplier shall properly identify and assert the Supplier's rights in Technical Data and Computer Software delivered to the Government with other than Unlimited Rights in conformance with the applicable Government Acquisition Regulations. For assertions made subsequent to the effective date of the Order, the Supplier shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Supplier shall properly mark all Technical Data and Computer Software that Supplier delivers to the Buyer in connection with the Order. Supplier represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all restrictive markings.
- 9.3.2. If the Supplier's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Supplier's assertions, or the Supplier does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Supplier. Supplier is responsible for ensuring that markings and assertions are consistent. If the markings and the assertions are inconsistent, Buyer may submit such inconsistently marked Technical Data or Computer Software to the Government and the Supplier assumes the risk of loss of rights. In the event the Government rejects the Supplier assertions, Supplier agrees to work diligently with the Buyer to immediately correct such rejections such that there is no negative impact to Buyer's delivery obligations under the Prime Contract.

## **9.4. Patent Indemnification**

- 9.4.1. To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Supplier's use and manufacture of any invention described in a United States patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the Terms and Conditions of the Order entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.

- 9.4.2. If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a U.S. patent related to the Goods, the Supplier shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract" and "Contracting Officer" shall be replaced by "Supplier", "Buyer", "Order" and "Buyer" respectively.

**10. Clauses Incorporated by Reference in the Order**

- 10.1. Unless rendered self-deleting in accordance with Section 2.3 above, the Clauses listed below are incorporated by reference in the Order, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. In the event of a conflict between the Clauses in this document and the Clauses set forth in the Order, these Clauses shall control. In the event of a conflict with, or addition to, a Clause in effect on the Order date and a Clause of the Prime Contract, the Prime Contract Clause shall control.
- 10.2. The Clauses listed in this document may require the submission of certifications and representations. When requested by Buyer, Supplier shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.
- 10.3. Where necessary to make the context of the Clauses applicable to the Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean the Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent Clauses incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein.
- 10.4. Notwithstanding anything to the contrary in the Clauses, all disputes between Buyer and Supplier under an Order shall be governed by the dispute resolution provisions set forth in the Agreement.
- 10.5. The Clauses listed below are applicable when the Supplier is furnishing Goods or Services that qualify as a "commercial product" or "commercial service" under FAR 2.101. Upon request, Supplier shall provide relevant documentation to support Supplier's assertion that its Goods or Services satisfy the definition of a "commercial product" or "commercial service" under FAR 2.101.

FAR Clause	Notes
<p><b>52.203-6</b> Restrictions on Subcontractor Sales to the Government Alt I (Jun 2020)</p>	<p>Applicable to all Orders exceed the simplified acquisition threshold in effect as of the date of Order</p>
<p><b>52.203-7</b> Anti-Kickback Procedures (Jun 2020) (Excepting para. (c)(1))</p>	<p>Applicable to Orders that exceed \$200,000 or the dollar threshold in effect as of the date of Order.</p>
<p><b>52.203-12</b> Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)</p>	<p>Applicable to Orders exceeding \$200,000 or the dollar threshold in effect as of the date of the Order.</p>
<p><b>52.203-13</b> Contractor Code of Business Ethics and Conduct (Nov 2021)</p>	<p>Applicable to Orders (i) that have a value more than \$7,500,000 or the dollar threshold in effect as of the date of the Order; and (ii) that have a performance period of more than 120 days.) (In paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in paragraph (b)(3)(ii) the meaning of “Government” does not change, and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency”, “agency OIG”, and “Contracting Officer” do not change</p>
<p><b>52.203-17</b> Contractor Employee Whistleblower Rights (Nov 2023)</p>	<p>Applicable to all Orders</p>
<p><b>52.203-19</b> Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)</p>	<p>Applicable to all Orders</p>
<p><b>52.204-10</b> Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)</p>	<p>Applicable to Orders of \$40,000 or more (or the dollar threshold in effect as of the date of Order) when Buyer is the prime contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to Buyer the information required under the clause.</p>
<p><b>52.204-14</b> Service Contract Reporting Requirements (Oct 2016)</p>	<p>Applicable to Orders involving services of an estimated total value of \$500,000 or greater, unless this Agreement is a long-term arrangement that benefits multiple contracts</p>
<p><b>52.204-21</b> Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)</p>	<p>Applicable to Orders, other than those for commercially available off-the-shelf items, in which Supplier may have Federal contract information residing in or transmitting through its information system</p>
<p><b>52.204-23</b> Prohibition on Contracting for Hardware, Software, and Services Developed</p>	<p>Applicable to all Orders</p>

FAR Clause	Notes
or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023)	
<b>52.204-25</b> Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	Applicable to all Orders
<b>52.204-27</b> Prohibition on a ByteDance Covered Application (Jun 2023)	Applicable to all Orders
<b>52.204-30</b> Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023) (excepting para. (c)(1))	Applicable to all Orders
<b>52.209-6</b> Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025)	Applicable to Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the Order, except for Orders for commercially available off-the-shelf items
<b>52.212-5</b> Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services (Nov 2023)	Applicable to all Orders
<b>52.213-4</b> Terms and Conditions-Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Oct 2025)	Applicable to all Orders other than commercial products and commercial services
<b>52.219-8</b> Utilization of Small Business Concerns (Jan 2025)	Applicable to Orders that offer further subcontracting opportunities
<b>FAR 52.219-9</b> Small Business Subcontracting Plan (Jan 2025)	Applicable to all Orders that exceed \$900,000, unless the supplier is a small business concern or the Order will be performed entirely outside of the United States and its outlying areas
<b>52.222-19</b> Child Labor-Cooperation with Authorities and Remedies (Jan 2025)	Applicable to Orders for supplies that exceed the micro-purchase threshold in effect as of the date of the Order
<b>52.222-21</b> Prohibition of Segregated Facilities (Apr 2015)	Applicable to all Orders
<b>52.222-35</b> Equal Opportunity for Veterans (Jun2020)	Applicable to Orders of \$200,000 or more or the dollar threshold in effect as of the date of the Order
<b>52.222-36</b> Affirmative Action for Workers with Disabilities (Jun 2020)	Applicable to Orders exceeding \$20,000 or the dollar threshold in effect as of the date of the Order
<b>52.222-37</b> Employment Reports on Veterans (Jun 2020)	Applicable to Orders exceeding \$200,000 or the dollar threshold in effect as of the date of the Order

FAR Clause	Notes
<b>52.222-40</b> Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Applicable to Orders exceeding \$10,000 or the dollar threshold in effect as of the date of the Order
<b>52.222-41</b> Service Contract Labor Standards (Aug 2018)	Applicable to Orders that are subject to the Service Contract Labor Standards statute
<b>52.222-50</b> Combating Trafficking in Persons (Oct 2025)	Applicable to all Orders, with para. (h) applicable to all non-COTS supplies with an estimated value exceeding \$700,000
<b>52.222-51</b> Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)	Applicable to all Orders where the services may be exempt from the Service Contract Labor Standards statute in accordance with 22.1003-4(d)
<b>52.222-53</b> Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014)	Applicable to all Orders where the services may be exempt from the Service Contract Labor Standards statute in accordance with 22.1003-4(d)
<b>52.222-54</b> Employment Eligibility Verification (Jan2025)	Applicable to all Orders for services except commercial services that are part of a COTS purchase
<b>52.222-55</b> Minimum Wages Under Executive Order 13658 (Jan 2022)	Applicable to Orders that are subject to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States
<b>52.222-62</b> Paid Sick Leave Under Executive Order 13706 (Jan 2022)	Applicable to Orders that are subject to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States
<b>52.224-1</b> Privacy Act Notification (Apr 1984)	Applicable to Orders where the work statement requires the redesign, development, or operation of a system of records on individuals that is subject to the Privacy Act
<b>52.224-2</b> Privacy Act (Apr 1984)	Applicable to Orders where the work statement requires the redesign, development, or operation of a system of records on individuals that is subject to the Privacy Act
<b>52.224-3</b> Privacy Training (Jan 2017)	Applicable to Orders where the work statement requires the redesign, development, or operation of a system of records on individuals that is subject to the Privacy Act
<b>52.224-3</b> Privacy Training Alt I (Jan 2017)	Applicable to Orders where the work statement requires the redesign, development, or operation of a system of records on individuals that is subject to the Privacy Act & the agency specifies that only its agency-provided training is acceptable
<b>52.225-1</b> Buy American - Supplies (Oct 2022)	Applicable to all Orders where the Supplier is providing an end product in support of the Prime Contract
<b>52.225-3</b> Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023)	Applicable to all Orders where the Supplier is providing an end product in support of the Prime Contract
<b>52.225-5</b> Trade Agreements (Nov 2023)	Applicable to all Orders where the Supplier is providing an end product in support of the Prime Contract

FAR Clause	Notes
<b>52.225-8</b> Duty-Free Entry (Oct 2025)	Applicable to all Orders
<b>52.225-13</b> Restrictions on Certain Foreign Purchases (Feb 2021)	Applicable to all Orders
<b>52.225-26</b> Contractors Performing Private Security Functions Outside the United States (Oct 2016)	Applicable to all Orders involving Supplier performance OCONUS in combat operations or other significant military operations as agreed upon by the Secretaries of Defense and State
<b>52.226-6</b> Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020)	Applicable to all Orders that exceed \$30,000 for Supplier’s who will perform, under this contract, the provision, service, or sale of food in the United States
<b>52.226-7</b> Drug-Free Workplace (May 2024)	Applicable to all Orders
<b>52.226-8</b> Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)	Applicable to all Orders that exceed the micro-purchase threshold in effect as of the date of the Order
<b>52.232-40</b> Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	Applicable to all Orders
<b>52.239-1</b> Privacy or Security Safeguards (Aug 1996)	Applicable to all Orders
<b>52.240-1</b> Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)	Applicable to all Orders
<b>52.240-30</b> Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)	Applicable to all Orders
<b>52.244-6</b> Subcontracts for Commercial Products and Commercial Services (Oct 2025)	Applicable to all Orders
<b>52.247-64</b> Preference for Privately Owned U.S.-Flag Commercial Vessels	Applicable to all Orders that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954. <i>See</i> FAR 47.502(a)(3), 47.503(a), and 47.504

**THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO ORDERS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES UNDER DEPARTMENT OF DEFENSE/WAR CONTRACTS:**

DFARS Clause	Notes
<b>252.203-7002</b> Requirement to Inform Employees of Whistleblower Rights (Dec 2022)	Applicable to all DoD Orders
<b>252.203-7995</b> Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements DEVIATION 2017-O0001 (Nov 2016)	Applicable to all DoD Orders
<b>252.204-7000</b> Disclosure of Information (Oct 2016)	Applicable to all DoD Orders
<b>252.204-7012</b> Safeguarding of Unclassified Controlled Technical Information (May 2024)	Applicable to DoD Orders under information provided by Buyer to Supplier is identified as covered defense information
<b>252.204-7015</b> Disclosure of Information to Litigation Support Contractors (Jan 2023)	Applicable to all DoD Orders
<b>252.204-7018</b> Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)	Applicable to all DoD Orders
<b>252.204-7020</b> NIST SP 800-171 DoD Assessment Requirements (Nov 2023)	Applicable to all DoD Orders except for COTS items
<b>252.204-7021</b> Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements (Nov 2025)	Applicable to Orders (excluding para. (e)(1)) that contain a requirement to process, store, or transmit FCI or CUI. Excluding Orders that are solely for the acquisition of COTS items
<b>252.211-7003</b> Item Unique Identification and Valuation (Jan 2023)	Applicable to all DoD Orders (modifying para. (c) to state that unique item identifiers are required for all Products; para. (d) to state that Supplier must provide to Buyer promptly on request the data required in subparagraphs. (d)(1)-(14) and retain such information for three (3) years following completion of Order performance)
<b>252.215-7010</b> Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Applicable to all DoD Orders if connected to a sole source acquisition
<b>252.223-7008</b> Prohibition of Hexavalent Chromium (Jan 2023)	Applicable to all DoD Orders
<b>252.225-7001</b> Buy American and Balance of Payments Program (Feb 2024)	Applicable to all DoD Orders

<b>252.225-7008</b> Restriction on Acquisition of Specialty Metals (Mar 2013)	Applicable to all DoD Orders that require delivery of specialty metals as end items
<b>252.225-7009</b> Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2023)	Applicable to all DoD Orders for items containing specialty metals excluding paras. (d) and (e)(1)
<b>252.225-7012</b> Preference for Certain Domestic Commodities (Apr 2022)	Applicable to DoD Orders if the Products (or any component thereof) include any of the items listed in paragraph (b) and none of the exceptions in paragraph (c) apply
<b>252.225-7013</b> Duty-Free Entry (DEV. 2020-O0019) (Jul 2020)	Applicable to all DoD Orders
<b>252.225-7015</b> Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)	Applicable to Orders that exceed the simplified acquisition threshold that require delivery of hand or measuring tools
<b>252.225-7021</b> Trade Agreements (Feb 2024)	Applicable to all DoD Orders
<b>252.225-7040</b> Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Oct 2023)	Applicable to all Orders involving Supplier performance OCONUS in contingency operations, peace operations consistent with JP 3-07.3, or other significant military operations as designated by the Combatant Commander or DoD Secretary
<b>252.225-7043</b> Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Jun 2015)	Applicable to all DoD Orders where Supplier’s performance involves work or travel outside the United States
<b>252.225-7048</b> Export-Controlled Items (Jun 2013)	Applicable to all DoD Orders
<b>252.225-7052</b> Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (May 2024)	Applicable to all DoD Orders except for commercially available off-the-shelf item, other than those that are 50% or more tungsten by weight effective through Dec. 31, 2026; or 50% or more covered material by weight effective Jan. 1, 2027
<b>252.225-7972</b> Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (May 2020)	Applicable to all Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense
<b>252.225-7975</b> Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0022) (Aug 2020)	Applicable to DoD Orders where Supplier’s performance involves work or travel outside the United States in support of contingency operations in which members of the Armed Forces are actively engaged in hostilities and the Order price is more than \$50,000
<b>252.225-7993</b> Prohibition on Providing funds to the enemy (DEVIATION 2020-O0022) (AUG 2020)	Applicable to DoD Orders where Supplier’s performance involves work or travel outside the United States in support of contingency operations in which members of the Armed Forces are actively engaged in hostilities and the Order price is more than \$50,000
<b>252.227-7013</b> Rights in Technical Data Noncommercial Items (Aug 2025)	Applicable to all non-commercial DoD Orders

<b>252.227-7015</b> Technical Data – Commercial Items (Jan 2025)	Applicable to all commercial DoD Orders
<b>252.227-7016</b> Rights in Bid or Proposal Information (Jan 2023)	Applicable to all DoD Orders
<b>252.227-7037</b> Validation of Asserted Restrictions on Technical Data (Jan 2025)	Applicable to all DoD Orders requiring the delivery of technical data
<b>252.239-7010</b> Cloud Computing Services (Jan 2023)	Applicable to all DoD Orders that involve or may involve cloud services
<b>252.239-7018</b> Supply Chain Risk (Dec 2022)	Applicable to Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply hat is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301
<b>252.244-7000</b> Subcontracts for Commercial Items (Nov 2023)	Applicable to all Orders
<b>252.246-7003</b> Notification of Potential Safety Issues (Jan 2023)	Applicable to Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system
<b>252.246-7008</b> Sources of Electronic Parts (Jan 2023)	Applicable to all Orders for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer
<b>252.247-7023</b> Transportation of Supplies by Sea (Oct 2024)	Applicable to all Orders

**FOR ORDERS UNDER CONTRACTS WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS), THE FOLLOWING HSAR CLAUSES APPLY IN ADDITION TO THE FAR CLAUSES IDENTIFIED ABOVE:**

HSAR Clause	Notes
<b>3052.204-71</b> Contractor Employee Access (Jul 2023)	Applicable to all DHS Orders where Supplier will have access to government facilities, controlled unclassified information (CUI), or information resources
<b>3052.204-72</b> Safeguarding of Controlled Unclassified Information (Jul 2023)	Applicable to DHS Orders where (i) Supplier employees will have access to CUI; (ii) CUI will be collected or maintained on behalf of the agency by a Supplier; or (iii) a Supplier information system(s) will be used to process, store, or transmit CUI
Information Technology Security Awareness Training (July 2023)	For DHS Orders where Supplier will have access to DHS systems and sensitive information, Supplier shall ensure that within thirty (30) days of award and on an annual basis thereafter not later than October 31st of each year, Supplier employees shall visit <a href="http://www.dhs.gov/dhs-security-and-training-requirements-contractors">http://www.dhs.gov/dhs-security-and-training-requirements-contractors</a> and (1) take the Information Technology Security Awareness Training course; (2) review and sign the DHS Rules of Behavior; and (3) provide Buyer with copies of training certificates and signed Rules of Behavior.