Prohibition on Contracting for Hardware, Software,

and Services Developed or Provided by Kaspersky

Lab and Other Covered Entities (Pursuant to

paragraph (d), the Contractor must include the

substance of this clause, including the flowdown



#### MERCURY SYSTEMS, INC. FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS

FAR 52.204-23

#### INCORPORATION OF FAR AND DFARS CLAUSES

The FAR AND DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract or higher-tier subcontract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract, and the SELLER shall have no right of direct action against the U.S Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract, and not any FAR AND DFARS disputes clause.

#### **GOVERNMENT SUBCONTRACT**

(1) This Subcontract is entered into by the parties in support of a U.S. Government prime contract. The term "Subcontract" as used in the text of this document (including parenthetical instructions), but not in the clauses listed herein, includes subcontracts or purchase orders between MERCURY SYSTEMS and SELLER.

(2) In all clauses listed herein, terms shall be revised to suitably identify the party to establish SELLER's obligations to MERCURY SYSTEMS and to the Government, and to enable MERCURY SYSTEMS to meet its obligations under the prime contract. In the clauses listed herein, and without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean MERCURY SYSTEMS, the term "Contracting Officer" shall mean MERCURY SYSTEMS's subcontracting or purchasing representative, the term "Contractor" or "Offeror" shall mean SELLER, "Subcontractor" shall mean SELLER'S subcontractor or supplier, and the term "Contract" shall mean this subcontract or purchase order. For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, or (b) when title to property is to be transferred directly to the Government. The listed FAR AND DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following FAR AND DFARS clauses do not apply to this subcontract, such clauses are considered to be self-deleting

# CLAUSES APPLICABLE TO SUBCONTRACTS WITHOUT REGARD TO DOLLAR VALUE:

TO DOLLAR VALO	<u>/L</u> .
FAR 52.203-15	Whistleblower Protections Under the
	American Recovery and Reinvestment Act of 2009
	(applies if the subcontract is funded under ARRA)
FAR 52.203-18	Prohibition on Contracting with Entities that
	Require Certain Internal Confidentiality
	Agreements or Statements—Representation"
	(Applicable to solicitations when the clause is in
	Buyer's customer's solicitation.)
FAR 52.203-19	Prohibition on Requiring Certain Internal
	Confidentiality Agreements or Statements
	(Pursuant to paragraph (f), the Contractor must
	include the substance of this clause, including the
	flowdown requirement, in subcontracts)
FAR 52.204-2	Security Requirements (applicable to subcontracts
	that involve access to classified information)
FAR 52.204-9	Personal Identity Verification of Contractor
	Personnel (applicable to subcontracts when
	SELLER's employees are required to have routine
	physical access to a Federally-controlled facility
	and/or routine access to a Federally-controlled
	information system)
FAR 52.204.21	Basic Safeguarding of Covered Contractor
1741 02.20 1.21	Information Systems (Pursuant to paragraph (d),
	the Contractor must include the substance of this
	clause, including the flowdown provision, in all
	subcontracts, including subcontracts for the
	acquisition of commercial items).
	Page 1 of

	provision, in all subcontracts, including
	subcontracts for the acquisition of commercial
	items).
FAR 52.204-24	Representation Regarding Certain
	Telecommunications and Video Surveillance
	Services or Equipment
FAR 52.204-25	Prohibition on Contracting for Certain
	Telecommunications and Video Surveillance
	Services or Equipment
FAR 52.204-30	Federal Acquisition Supply Chain Security Act
Orders -	Prohibition
FAR 52.211-5	Material Requirements
FAR 52.211-14	Notice of Priority Rating for National Defense,
	Emergency Preparedness, and Energy Program
	Use
FAR 52.211-15	Defense Priority and Allocation Requirements
FAR 52.215-9	Changes or Additions to Make-or-Buy Program
FAR 52.215-22	Limitations on Pass-Through Charges –
	Identification of Subcontract Effort (applicable to
	solicitations for subcontracts that will incorporate
	FAR 52.215-23 or 52.215-23 Alt I)
FAR 52.217-9	Option to Extend Term of the Contract
FAR 52.219-8	Utilization of Small Business Concerns
FAR 52.222-4	Contract Work Hours and Safety Standards Act –
	Overtime Compensation (applicable to
	subcontracts that require or involve the
EAD 50 000 44	employment of laborers and mechanics at any tier)
FAR 52.222-41	Service Contract Labor Standards (applicable to
EAD 50 000 50 0	subcontracts for services)
FAR 52.222-50 &	Alt I Combating Trafficking in Persons (Alternate I is
	applicable to subcontracts if it is included in the
FAR 52.222-55	prime contract) Minimum Wages Under Executive Order 13658
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706
FAR 52.223-3	Hazardous Material Identification and Material
1 /11 02.220 0	Safety Data ("Government" means "Government
	and MERCURY SYSTEMS" in this clause.)
FAR 52.223-5	Pollution Prevention and Right-to-Know
17411 02:220 0	Information (applicable to subcontracts that
	provide for performance on a Federal facility)
FAR 52.223-6	Drug Free Workplace
FAR 52.223-7	Notice of Radioactive Materials
FAR 52.223-11	Ozone-Depleting Substances
FAR 52.224-1	Privacy act Notification (applicable to subcontracts
	when the design, development, or operation of a
	system of records on individuals is required to
	accomplish an agency function)
FAR 52.224-2	Privacy Act (applicable to subcontracts that require
	the design, development, or operation of any
	system of records on individuals that is subject to
	the Privacy Act)
FAR 52.225-1	Buy American Act – Supplies
FAR 52.225-5	Trade Agreements
FAR 52.225-8	Duty-Free Entry
FAR 52.225-13	Restrictions on Certain Foreign Purchases
FAR 52.227-9	Refund of Royalties (applicable to subcontracts in
	which the amount of royalties reported during
= . B = 0 · ·	negotiation of the subcontract exceeds \$250)
FAR 52.227-10	Filing of Patent Applications – Classified Subject
	Matter (applicable to subcontracts that involve or
= . D = 0	are likely to involve classified subject matter)
FAR 52.227-11	Patent Rights – Ownership by The Contractor
	(applicable to subcontracts for experimental,
	developmental, or research work to be performed

by a small business concern or nonprofit

Patent Rights – Ownership by the Government

(applicable to subcontracts for experimental,

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FAR 52.227-13

organization)



	developmental or research work, and SELLER is	FAR 52.246-16	Responsibility of Supplies
	not a U.S. business concern; Paragraph (g) is	FAR 52.246-17	Warranty of Supplies of a Noncomplex Nature
	deleted)		(applicable for fixed price supply order)
FAR 52.227-14	Rights in Data – General	FAR 52.246-18	Warranty of Supplies of Complex Nature
FAR 52.227-19	Commercial Computer Software License		(applicable for fixed-price supply or research and
FAR 52.228-3	Workers' Compensation Insurance (Defense Base		development orders)
	Act)	FAR 52.246-20	Warranty of Services (applicable to fixed price
FAR 52.228-4	Workers' Compensation Insurance and War		orders for services)
	Hazard Insurance Overseas	FAR 52.247-63	Preference for U.SFlag Air Carriers (applicable to
FAR 52.228-5	Insurance – Work on a Government Installation		subcontracts that involve international air
FAR 52.232-40	Providing Accelerated Payments to Small		transportation)
	Business Subcontractors (applies if SELLER is a	FAR 52.247-64	Preference for Privately Owned U.SFlag
	small business concern, but does not apply if		Commercial Vessels
	MERCURY SYSTEMS does not receive	FAR 52.249-1	Termination for Convenience of the Government
	accelerated payments under the prime contract or		(Fixed Price) (Short Form) (applicable to fixed price
	higher-tier subcontract)		orders less than the simplified acquisition
FAR 52.233-3	Protest After Award (MERCURY SYSTEMS may		threshold)
	direct SELLER to stop work if MERCURY	FAR 52.249-2	Termination for Convenience of the Government
	SYSTEMS is so directed by the government)		(Fixed-Price) (in Paragraph (c) "120 days" is
FAR 52.234-1	Industrial Resources Developed Under Defense		changed to "60 days"; in Paragraph (d) "15 days" is
	Production Act Title III		changed to "30 days," and "45 days" is changed to
FAR 52.236-13	Accident Prevention (applicable to fixed-price		"60 days"; in Paragraph (e) "1 year" is changed to
	construction, fixed-price dismantling, demolition, or		"6 months"; Paragraph (j) is deleted; in Paragraph
	removal of improvements subcontracts)		(I) "90 days" is changed to "45 days"; settlements
FAR 52.237-2	Protection of Government Buildings, Equipment		and payments may be subject to Contracting
	and Vegetation		Officer approval)
FAR 52.241-15	Stop-Work Order	FAR 52.249-5	Termination for Convenience of the Government
FAR 52.242-1	Notice of Intent to Disallow Costs (applicable to		(Educational and other Nonprofit Institutions)
	cost reimbursement, a fixed price incentive	FAR 52.249-8	Default (Fixed-Price Supply and Service) (timely
	contract or a contract providing for price		performance is a material element of this
	redetermination is contemplated)		subcontract)
FAR 52.242-13	Bankruptcy	FAR 52.251-1	Government Supply Source (When the contracting
FAR 52.242-15	Stop Work Order (applicable to construction or		officer authorizes use of Government supply
	architect engineer contract)		sources for contract performance).
FAR 52.242-17	Government Delay of Work		
FAR 52.243-1	Changes – Fixed Price	CLAUSES APPLI	CABLE TO SUBCONTRACTS OVER THE
FAR 52.243-6	Change Order Accounting	MICRO-PURCHAS	SE THRESHOLD (AS DEFINED AT FAR 2.101)
FAR 52.244-5	Competition in Subcontracting	ALSO INCLUDE:	<u> </u>
FAR 52.244-6	Subcontracts for Commercial Items	FAR 52.222-19	Child Labor-Cooperation with Authorities and
FAR 52.245-1	Government Property (applicable to subcontracts		Remedies
	issued under non DoD prime contracts containing	FAR 52.223-18	Encouraging Contractor Policies to Ban Text
	FAR 52.245-1 without Alternate I and the		Messaging While Driving
	subcontract is either a cost-reimbursement, time		
	and materials, or labor-hour type, or is a fixed	CLAUSES APPLI	CABLE TO SUBCONTRACTS OVER \$10,000
	priced subcontract awarded on the basis of	ALSO INCLUDE:	
	submission of certified cost or pricing data	FAR 52.222-40	Notification of Employee Rights Under the National
	(reference FAR 45.104); under DoD prime	Labor Relations Ad	ct
	contracts containing FAR 52.245-1 without		
	Alternate I, in addition to the subcontract types	CLAUSES APPLI	CABLE TO SUBCONTRACTS OVER \$15,000
	listed at FAR 45.104, the clause is applicable to		ALSO INCLUDE:
	negotiated fixed-price subcontracts awarded on a	FAR 52.222-36	Affirmative Action for Workers with Disabilities
	basis other than submission of certified cost or		
	pricing data)	CLAUSES APPLI	CABLE TO SUBCONTRACTS OF \$30,000 OR
FAR 52.245-1 Alt I	Government Property (Alternate I) (applicable to	MORE ALSO INC	<u>LUDE</u> :
	subcontracts issued under prime contracts	FAR 52.204-10	Reporting Executive Compensation and First-Tier
	containing FAR 52.245-1 with Alternate I, and to		Subcontract Awards (applicable to subcontracts
	subcontracts issued under prime contracts		when MERCURY SYSTEMS is the prime
	containing FAR 52.245-1 without Alternate I when		contractor; the usual substitution of the parties is
	the subcontract awarded is of a type other than		not applicable to this clause; SELLER shall report
	those listed in FAR 45.104 or DFARS 245.104)		to MERCURY SYSTEMS the compensation
FAR 52.245-1 Alt II	Government Property (Alternate II) (applicable to		information required under the clause, if not
	subcontracts for the conduct of basic or applied		exempt)
	research at nonprofit institutions of higher		
	education or at nonprofit institutions whose primary	CLAUSES APPLI	CABLE TO SUBCONTRACTS OVER \$35,000
	purpose is the conduct of scientific research)	ALSO INCLUDE:	
FAR 52.246-4	Inspection of Services – Fixed-Price	FAR 52.209-6	Protecting the Government's Interest When
FAR 52.246-8	Inspection of Research and Development – Cost		Subcontracting with Contractors Debarred,
	Reimbursable		Suspended, or Proposed for Debarment
FAR 52.246-9	Inspection of Research and Development (Short		CABLE TO SUBCONTRACTS OVER \$150,000
	Form)	ALSO INCLUDE:	
FAR 52.246-11	Higher Level Contract Quality Requirement	FAR 52.202-1	Definitions
	(applicable if higher level quality standards	FAR 52.203-3	Gratuities
	included apply to subcontractor per 52.246-11 (b))	FAR 52.203-7	Anti-Kickback Procedures (except subparagraph
			5/1/25



FAR 52.2014 Imitiation on Payments to Influence Certain Federal Transactions (applicable to autocontracts that include (applicable to autocontracts) and applicable to autocontracts that include the property of acquisition functions for, or on behalf of a Federal Contract (applicable to autocontract) and applicable to autocontracts (b) the are constructed and applicable to autocontracts (b) the are constructed and applicable to autocontracts (b) that are cost-reinfusement autocontracts and included in the princip data and additional proports and additional proports and additional proports and additional proports and autocontracts and included in the princip data and additional proports and additional proports and applicable to autocontracts (b) that are cost-reinfusement autocontracts and included in the princip data and additional proports and additional proports and applicable to autocontracts (b) that are cost-reinfusement autocontracts and included in the princip data and additional proports a				
FAR 52.203-12 Limitation on Payments to Influence Certain FAR 52.203-16 Proventing Penoral Conflicts of Influence Influence of Influence Conflicts of Influence Influe		(c)(1) of the clause)		subcontract performance period is 120 days or
FAR 52.203-10 Fa	FAR 52.203-12			
FAR 52.213-16 preventing Personal Conflicts of Interest opinional conjunction to subcontracts that Involve performance requirement for services for involve performance of the formation of the Section for Order of the Section for Order of the Section for Delective Centrified Cost or FAR 52.223-235 [Equal Opportunity for Veterans (unless exempted Labor - Involved Cost or Perior Delective Centrified Cost o		•	FAR 52.203-14	
FAR 52.22-36 FAR 52.22-37 FAR 52.22-37 FAR 52.22-38 FAR 52.22-39 FAR 52.22-39 FAR 52.22-39 FAR 52.22-30 FAR 52.22-30 FAR 52.22-30 FAR 52.22-31 FAR 52.22-34 FAR 52.22-35 FAR 52.22-35 FAR 52.22-35 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.22-37 FAR 52.22-38 FAR 52.22-38 FAR 52.22-38 FAR 52.22-39 FAR 52.22-30 FAR 5	FAR 52.203-16	Preventing Personal Conflicts of Interest		
FAR 52.22-23 FAR 52.22-24 FAR 52.22-25 FAR 5				CABLE TO SUBCONTRACTS OVER \$750,000
inhereityl governmental functions for, or on behalf of, a Federal Government agency or departmently of, a Federal Government agency or departmently of, a Federal Government agency or departmently of the Government agency or departmently of the Government agency or departmently or department agency or departmently or departmently or department agency or more). Agency or more) agency or departmently agency or more) agency or more) agency or departmently agency or more) agency or departmently agency or departmently agency or more) agency or		'		Cmall Dusings Cubsonts stirs Dis-
of, a Federal Government agency or department) Contracts for Materials, Supplies, Anticles, and Equipment FAR 52.222-37 FAR 52.222-37 FAR 52.222-37 FAR 52.222-54 Employment Reports on Veterans (unless exempted labor) Employment Reports on Veterans (unless exempted labor) Employment Reports on Veterans (papelable to subcontracts that II) are for construction or services; (ii) include work performed in the United States), and (iii) have a performance period of 120 per services; (iii) include work performed in the United States), and (iii) have a performance period of 120 per services; (iii) include work performed in the United States), and (iii) have a performance period of 120 per services; (iii) include work performed in the United States), and (iii) have a performance period of 120 per services; (iii) include work performed in the United States), and (iii) have a performance period of 120 per services; (iii) have a per			FAR 52.219-9	Small Business Subcontracting Plan
FAR 52 222-30 Equipment (Subjective Articles, and Equipment (Subjective Articles) (Subje			UNLESS OTHER	WISE EXEMPT (SEE FAR 15.408).
FAR 52.22-35 Equipment FAR 52.22-37 Employment Eligobility Verification (applicable to subcontracts that (i) are for construction or services; (ii) include work performed in the United States); and (iii) have a parformance period of 120 days or more) Value Engineering FAR 52.248-1 Value Engineering CALAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 22.101-CUIRENTY, Y250.000 At 130 INCLUDE: FAR 52.203-10 FAR 52.203-17 Contractor Employee Whistleblower Rights Activity, terminable type, or any combination of these, (iii) for which certified cost or pricing Data and subcontracts). I this linearity, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these, (iii) for which certified cost or pricing Data and Subcontracts). I this linearity, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these, (iii) for which certified cost or pricing Data and subcontracts). I this linearity, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these, (iii) for which certified cost or pricing Data and the subcontracts; or the subcon	FAR 52.222-20	Contracts for Materials, Supplies, Articles, and	SUBCONTRACTS	
Section   Sect		Equipment		Price Reduction for Defective Certified Cost or
FAR 52.22-34 FAR 52.22-35 FAR 52.22-36 FAR 52.22-36 FAR 52.22-37 FAR 52.23-37 FAR 52.23-37 FAR 52.215-22 FAR 52.23-37 FAR 52.215-23 FAR 52.23-37 FAR 52.215-32 FAR 52.23-37 FAR 52.215-32 FAR 52.215-32 FAR 52.23-37 FAR 52.215-32 FAR 52.23-37 FAR 52.215-32 FAR 52.23-37 FAR 52.23-37 FAR 52.23-37 FAR 52.23-37 FAR 52.23-37 FAR 52.23-38 FAR 52.23-39 FAR 52.23-3	FAR 52.222-35			
FAR 52.223-93  Employment Reports on Veterans Employment Eligibility Verification (applicable to subcontracts that (i) are for construction or services, (ii) include work performed in the United States), and (iii) have a performence period of 120 States). And it is a performence period of 120 States) and obligations under this clause is fall survive completed of the subcontract. States of 120 States and 120 States are required; or (iii) that require SELLER to trimsh reports as discussed in paragraph (iii) of the clause). It is a performence period of 120 States are required; or (iii) that require SELLER to trimsh reports as discussed in paragraph (iii) of the clause is applicable to a local end of the period of 120 States and 120 States). The period of 120 States are required; or (iii) that require SELLER to trimsh reports as discussed in paragraph (iii) of the clause is applicable to the clause in the clause is applicable to the clause in the clause is applicable to the clause in the clause				
FAR 52.225-49  FAR 52.249-9  Default (Fixed-Price Research and Development)  FAR 52.219-1  FAR 52.219-2  Audit and Records – Negotiations of Subcontractor Care Intelligate or Improper Price of Fee Adjustment for Illegal or Improper Price or Pri	FΔR 52 222-37		FΔR 52 215-11	
subcontracts that (i) are for construction or services; (ii) include work performed in the United States); and (iii) have a performance period of 120 days or moreing Value Engineering Value Value Engineering Value Value Engineering Value Value Value Engineering Value Va		Employment Eligibility Verification (applicable to	1 AR 32.213-11	
States); and (iii) have a performance period of 120 days or more)  Value Engineering  PAR 52.248-1  Value Engineering  Default (Fixed-Price Research and Development)  PAR 52.215-13  Subcontractor Certified Cost or Pricing Data  PAR 52.215-13  Modifications  PAR 52.215-13  Modifications  PAR 52.215-13  Modifications  PAR 52.215-13  PAR 52.215-14  PAR 52.215-13  Modifications  PAR 52.215-13  PAR 52.215-14  PAR 52.215-14  PAR 52.215-15  PAR 52.215-15  PAR 52.215-16  PAR 52.215-16  PAR 52.215-17  PAR 52.215-17  PAR 52.215-18  PAR 52.215-19  PAR				obligations under this clause shall survive
FAR 52.248-1 PAR 52.248-1 PAR 52.248-1 PAR 52.248-1 Default (Fixed-Price Research and Development) PAR 52.248-1 Default (Fixed-Price Research and Development) PAR 52.248-1 Default (Fixed-Price Research and Development) PAR 52.248-1 PAR 52.				
FAR 52.248-1 Value Engineering Default (recked-Price Research and Development)  CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACCUUSTION THRESHOLD (AS DETRIBUDE)  FAR 52.203-5 Coverant Against Contingent Fees Restrictions on Subcontractor Sales to the generate to Inform Employees of Whisteblower Rights and Requirement of Inform Employees of Whisteblower Rights and Requirement of Inform Employees of Whisteblower Rights and Requirement of Inf			EAD 50 045 40	
CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101: CURRENTLY \$250,000 ALSO INCLUDE: FAR 52.203-6 Restrictions on Subcontractor Sales to the government of legal or improper Activity Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights and Requirement for Certified Cost or Pricing Data Activity Contractor (ii) that require SELLER to Intrunish reports as discussed in paragraph (e) of the clauses  All I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontract) Although the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts Although the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts Although the contract is with the Department of Defe	EAD 52 249 1			
CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED AGOUSTION THRESHOLD (AS DEFINED AT FAR 2101; CURRENTY 3250.000 JL SO INCLUDE: FAR 52 203-5 FAR 52 203-6 FAR 52 203-6 FAR 52 203-10 FAR 52 203-1			FAR 32.213-13	
ELAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED AS DEFINED AT FAR EXECUTED IN THE SHOLD (AS DEFINED AT FAR EXECUTED AT FAR	. 7.11. 02.270 0	25.33K (1.100 1.100 Probability	FAR 52.215-15	
Part S 2.203 - Coverant Against Contingent Fees   FAR 52.203 - Coverant Against Coverant Fees   FAR 52.203 - Coverant Fees   FAR 52.				Reversion or Adjustment of Plans for
FAR 52.203-10 FAR 52.203-10 FAR 52.203-17 FAR 52.203-18 FAR 52.203-19 FA				
FAR 52.203-10 FAR 52.203-10 FAR 52.203-17 FAR 52.203-17 FAR 52.203-17 FAR 52.215-2			EAD 50 045 40	
FAR 52.203-10 FAR 52.203-17 FAR 52.203-18 FAR 52.203-18 FAR 52.203-19 FA				
FAR 52.203-10 FAR 52.203-17 FAR 52.215-2 FAR 52.215-2 FAR 52.215-2 FAR 52.215-2 FAR 52.215-2 FAR 52.215-2 FAR 52.215-3 FAR 52.225-3 FAR	1 AN JZ.ZUJ-U		1 AR JZ.Z 13-ZU	
Activity RAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights and Subcontracts: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to furnish reports as discussed in paragraph (e) linegrity of Unit Prices (except paragraph (b)) FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) Alternate I if it is included in the prime contract) EAR 52.215-30 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) Defense (DOD), then this clause is applicable to alta cost-reimbursement subcontracts and fixed-price subcontracts, except if the contract is subcontracts and fixed-price subcontracts, except those identified in FAR 15.403-4) FAR 52.227-2 FAR 52.227-18 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-10 F	FAR 52.203-10		FAR 52.215-21	
FAR 52.215-12 FAR 52.215-13 FAR 52.215-14 FAR 52.215-14 FAR 52.215-14 FAR 52.215-15 FAR 52.215-15 FAR 52.215-16 FAR 52.215-17 FAR 52.215-16 FAR 52.215-17 FAR 52.215-17 FAR 52.215-18 FAR 52.215-19 FAR 52.215-10 FA		Activity		
FAR 52.215-2 Audit and Records – Negoliations (applicable to subcontracts: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to turnish reports as discussed in paragraph (e) of the clause)  FAR 52.215-12 Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts to before obtaining cost or pricing data in accordance with Defense (DoD), that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 52.227-1  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-3 Partial (and RATERIAL OR LABOR HOUR SUBCONTRACT)  FAR 52.216-10 FAR 52.216-17 FAR 52.216-17 FAR 52.216-19 FAR 5	FAR 52.203-17			<ul><li>Modifications</li></ul>
FAR 52.215-24 Audit and Records – Negotiations (applicable to subcontracts: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to furnish reports as discussed in paragraph (e) of the clause)  FAR 52.215-14 Integrity of Unit Prices (except paragraph (b)) FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, that exceed the simplified acquisition threshold, except those identified in FAR 15.403-4) FAR 52.223-99 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 FAR 52.227-19 Federal Contractors FAR 52.229-19 FAR 52.227-19 Federal Contractors FAR 52.229-30 Federal Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change, and in paragraph (b)(3)(ii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraphs (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii) the meaning of "Government" does not change, and in paragraph (b)(3)(iii			COST DEIMBLID	SEMENT TIME & MATERIAL OR LAROR HOLD
subcontracts: (i) that are cost-terimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to furnish reports as discussed in paragraph (b) of the clause) Integrity of Unit Prices (except paragraph (b)) [FAR 52.215-14] Integrity of Unit Prices (except paragraph (b)) [FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontract) (policial cost-reimbursement subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that except the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4) [FAR 52.223-9] [FAR 52.223-9] [FAR 52.223-9] [FAR 52.223-2] [FAR 52.223-3]	FAR 52 215-2			
incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to Uninish reports as discussed in paragraph (e) of the clause)  FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.403-4)  FAR 52.223-99  FAR 52.227-1  FAR 52.227-2  FAR 52.227-2  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-3  FAR 52.227-3  FAR 52.227-3  Far 52.227-3  Far 52.227-3  Far 52.227-1  Far 52.227-3  Far 52.227-3  Far 52.227-1  Far 52.227-3  Far 52.227-1  Far 52.227-3  Far 5	1711 02.210 2			
these: (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to furnish reports as discussed in paragraph (e) of the clause)  FAR 52.215-14 Integrity of Unit Prices (except paragraph (b))  FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontract)  (applicable to cost-reimbursement subcontract) (applicable to cost-reimbursement subcontract) (applicable to cost-reimbursement subcontract) (applicable to cost-reimbursement subcontract) (applicable to cost-reimbursement subcontract) (applicable in this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontract) (before the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.403-4)  FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement Federal State and Local Taxes  FAR 52.233-3 Federal State and Local Taxes  FAR 52.233-13 Federal State and Local Taxes  FAR 52.23-13 Federal State and Local Taxes  FAR 52.23-14 (Incentive Fee (applicable if this is a cost-plus-fixed-fee subcontract)  FAR 52.23-20 Federal Taxes  FAR 52.24-2 Federal Taxes  FAR 52.24-3 Federal Taxes  FAR 52.24-2 Federal Taxes  FAR			FAR 52.215-17	Waiver of Facilities Capital Cost of Money
required; or (iii) that require SELLER to furnish reports as discussed in paragraph (e) of the clause)  FAR 52.215-14 Integrity of Unit Prices (except paragraph (b))  FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-priembursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement Infringement Individual Paragraph (b)(3)(i), the meaning of "Government" does not change; and in paragraphs (b)(3)(ii) and (c)(2)(ii) (F) (c) iii) (FAR 52.23-20 (contract) (cost-Reimbursement (applicable to meanings of "Glof of the ordering agency," "IG of the agency," "agency Old" and "Contracting of the agency of the agency," "agency Old" and "Contracting of the agency," "agency Old" and "Contracting of the agency of the agency of the agency," "agency Old" and "Contracting of the agency of			FAR 52.216-7	
reports as discussed in paragraph (e) of the clause) FAR 52.215-14 Integrity of Unit Prices (except paragraph (b)) FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed price subcontract is a cost-sharing, no fee subcontract) FAR 52.216-10 Cost Contract - No Fee (applicable if this is a cost-on-fee subcontract) FAR 52.216-11 Cost Contract - No Fee (applicable if this is a cost-on-fee subcontract) FAR 52.216-12 Cost-Sharing Contract - No Fee (applicable if this is a cost-on-fee subcontract) FAR 52.216-12 Cost-Sharing Contract - No Fee (applicable if this is a cost-on-fee subcontract) FAR 52.221-13 (15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.408-4) FAR 52.222-9 FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract) FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement Progriph Infringement Prog				
clause) FAR 52.215-14 Integrity of Unit Prices (except paragraph (b)) FAR 52.215-23 & Alt 1 Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4) FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract) FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.229-3 Federal State and Local Taxes  FAR 52.203-13 Contractor Code of Business Ethics and Conduct (In paragraph (b))(3)(i), the meaning of "Government" does not change; in paragraph (b)(3)(ii) the meaning of "Officer" do not change; in paragraph (b)(3)(iii) the meaning of "Officer" do not change; clause only applies if  FAR 52.246-2 (Notice of the Inspector General" and "Contracting Officer" do not change; clause only applies if  FAR 52.246-2 (Notice of the Inspection Of Supplies - Cost-Reimbursement (Contracts) (PAR 52.246-2) FAR 52.246-2 (Notice of the Inspection of Supplies - Far 52.246-3 (Notice) (STEED - Cost-Sharing) (STEED - Notice) (ST				
FAR 52.215-14 Integrify of Unit Prices (except paragraph (b)) FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.403-4) FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract) FAR 52.227-2 Federal State and Local Taxes  FAR 52.233-31 Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(iii)(F), the meaning of "Olfoer" do not change; clause only applies if			FAR 52 216-8	
FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99  Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3  FAR 52.229-3  FAR 52.229-3  FAR 52.229-3  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6.000.000  ALSO INCLUDE:  FAR 52.203-13  Cost-nairing Far (applicable if this is a cost-not-ree subcontract)  FAR 52.229-3  FAR 52.229-4  FAR 52.229-4  FAR 52.229-5  FAR 52.229-7  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-7  Contractor Code of Business Ethics and Conduct (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)(iii)(F), the meanings of "Old five ordering agency," "IG of the agency," "agency OlG" and "Contracting Officer" do not change; clause only applies if  FAR 52.244-2  Officer do not change; clause only applies if	FAR 52.215-14		1741102.2100	
capplicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts. Additionally a cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99   Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors   FAR 52.229-10   Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors   FAR 52.227-1   Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)   FAR 52.229-2   Authorization and Consent (and Alt I) (include Coyright Infringement   FAR 52.232-20   FAR 52.229-3   Federal State and Local Taxes   FAR 52.232-20   Ensuring Adequate Covidance   FAR 52.232-20   Ensuring Time the state of New Mexico Gross Receipts and Compensation   FAR 52.232-20   Ensuring Time the state of New Mexico Gross Receipts and Compensation   FAR 52.232-20   Ensuring Time the state of New Mexico Gross Receipts and Compensation   FAR 52.232-20   Ensuring Time the state of New Mexico Gross Receipts and	FAR 52.215-23 & A	Alt I Limitations on Pass-Through Charges (include	FAR 52.216-10	
that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99  FAR 52.227-1  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3  FAR 52.229-3  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000  ALSO INCLUDE:  FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii)), the meaning of "agency office of the Inspector General" and "Contracting Officer" do not change; in paragraphs (b)(3)(iii)) and (c)(2)(iii)(F), the meanings of "OlG of the ordering agency," "IG of the agency," "agency OlG" and "Contracting Officer" do not change; clause only applies if				
except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99  FAR 52.223-99  FAR 52.227-1  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3  FAR 52.230-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change; in paragraph (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OlG of the ordering agency," "Is gency officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer" do not change; clause only applies if contracting Officer means MERCURY SystemS's purchasing representative, and contracts of the contracting Officer means MERCURY SystemS's purchasing representative, and contracts of the contracting officer means MERCURY officer means MERCURY officer means of the contraction o			FAR 52.216-11	
Defense (DoD), then this clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.229-3 Federal State and Local Taxes  FAR 52.229-3 Federal State and Local Taxes  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6.000.000  ALSO INCLUDE: FAR 52.203-13 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)(iii)(F), the meaning of "Government" does not change; clause only applies if  Defense (DoD), then this clause in FAR 52.222-2  Is a cost-sharing, no fee subcontract; Payment for Overtime Premiums (insert "0%" in paragraph (a) unless indicated otherwise in the subcontract)  State of New Mexico Gross Receipts and Compensating Tax (applicable if cost reimbursement orders are to be performed in whole or in part within the state of New Mexico)  FAR 52.232-90 Payment of Overtiment of New Mexico Gross Receipts and Compensating Tax (applicable if cost reimbursement orders are to be performed in whole or in part within the state of New Mexico)  FAR 52.232-7 Payment of Overtiment in paragraph (b) (a) (ii) (include Alternate I if it is included in the prime contract)  FAR 52.232-7 Payment under Sucpontacts ("Schedule" means this subcontracts			FΔR 52 216-12	· · · · · · · · · · · · · · · · · · ·
cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3 Federal State and Local Taxes  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6.000.000  ALSO INCLUDE: FAR 52.203-13 Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "Olf of the ordering agency," "IG of the agency," "agency Odficer" do not change; clause only applies if  Cofficer" do not change; clause only applies if  FAR 52.243-2 Payment for Overtime Premiums (insert "0%" in paragraph (a) unless indicated otherwise in the subcontract on paragraph (a) unless indicated otherwise in the subcontract of paragraph (b) subcontract of the subcontract of the rearrange in the subcontract of the subcontract of the receivable of the rearrange in the subcontract of the subcontract of the rearrange in the subcontract of the paragraph (b) (3) (ii) the meaning of "Government" does not change; and in paragraph (b) (3) (iii) and (c)(2)(iii)(F), the meaning of "Olf of the ordering agency," "IG of the agency," "agency Olfic and "Contracting Officer" do not change; clause only applies if  Contracting Officer "do not change; clause only applies if			1711 02.210-12	
15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99  Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3  FAR 52.229-3  FAR 52.23-3  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000  ALSO INCLUDE:  FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change; in paragraph (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "Government" and "Contracting Officer" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "Golo and "Contracting Officer" do not change; clause only applies if  FAR 52.248-2  Officer do not change; clause only applies if  FAR 52.246-3  Nation of New Mexico Gross Receipts and Compensating Tax (applicable if cost reimbursement toders are to be performed in whole or in part within the state of New Mexico Gross Receipts and Compensating Tax (applicable if cost reimbursement toders are to be performed in whole or in part within the state of New Mexico Gross Receipts and Compensating Tax (applicable in FAR 52.232-7  Payments under Time-And-Materials and Labor-Hour Contracts, "voucher(s)" means invoice(s))  Limitation of Cost (applicable to incrementally-funded subcontracts)  Limitation of Funds (applicable to incrementally-funded subcontracts)  Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  Changes – Time-And-Materials or Labor-Hour Contracting Officer Means Micro Tax (applicable to funder and "contracting Officer" means Micro Tax (applicable to funder and "contracting Officer" me		, , ,	FAR 52.222-2	Payment for Overtime Premiums (insert "0%" in
obtaining cost or pricing data in accordance with FAR 15.403-4)  FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3 Federal State and Local Taxes  FAR 52.229-3 Federal State and Local Taxes  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000.000  ALSO INCLUDE:  FAR 52.203-13 Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meanings of "OlG of the ordering agency," "IG of the agency," "agency Officer" do not change; clause only applies if  State of New Mexico Gross Receipts and Compressing Tax (applicable if cost reimbursement order are to be performed in whole or in part within the state of New Mexico Gross Receipts and Compressing Tax (applicable if cost reimbursement orders are to be performed in whole or in part within the state of New Mexico Gross Receipts and Compressing Tax (applicable if cost reimbursement orders are to be performed in whole or in part within the state of New Mexico Gross Receipts and Compressing Tax (applicable in eximple for subcontracts)  FAR 52.232-21  Payments under Time-And-Materials and Labor-Hour Contracts ("Schedule" means this subcontract, "subcontracts)  Limitation of Cost (applicable to incrementally-funded subcontracts)  FAR 52.232-22 Limitation of FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  Changes – Time-And-Materials or Labor-Hour Contracts (paplicable to time-and-materials or labor-hour subcontracts)  Subcontract (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.243-2 Subcontracts (paplicable to time-and-materials or labor-hour subcontracts)  FAR 52.244-2 Inspection of Supplies – Fixed-Price Inspection		subcontracts, except those identified in FAR		,
FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract) FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.229-3 FAR 52.229-3 FEDERAL STATE OF SUBCONTRACTS OVER \$6,000.000 ALSO INCLUDE: FAR 52.203-13  FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(i), the meaning of "Government" does not change; in paragraph (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OlG of the ordering agency," "IG of the agency," "agency Officer" do not change; clause only applies if			EAD 50 000 40	
FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.229-3 FAR 52.229-3 FAR 52.229-3 FAR 52.229-3 CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000 ALSO INCLUDE: FAR 52.203-13 Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(ii), the meaning of "Government" does not change; in paragraph (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OlG of the ordering agency," "Ig of the agency," "agency Officer" do not change; clause only applies if  Ensuring Adequate COVID-19 Safety Protocols for whole or in part within the state of New Mexico)  FAR 52.232-7 Payments under Time-And-Materials and Labor-Hour Contracts ("schedule" means this subcontract, "voucher(s)" means invoice(s))  FAR 52.232-20 Limitation of Cost (applicable to fully-funded subcontracts)  FAR 52.232-22 Limitation of Funds (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.243-2 Subcontracts (paragraphs (g) and (h) only apply)  Inspection of Supplies – Fixed-Price Inspection of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY  SYSTEMS's purchasing representative, and			FAR 52.229-10	·
Federal Contractors  Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  FAR 52.227-2  Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3  Federal State and Local Taxes  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6.000.000  ALSO INCLUDE:  FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(i), the meaning of "agency office" does not change; in paragraph (b)(3)(ii) the meanings of "Government" does not change; and in paragraph (b)(3)(ii) in the agency," "agency OlG" and "Contracting Officer" do not change; clause only applies if  FAR 52.243-2  Whole or in part within the state of New Mexico) Payments under Time-And-Materials and Labor-Hour Contracts ("schedule" means this subcontract, "voucher(s)" means invoice(s)) Limitation of Cost (applicable to fully-funded subcontracts)  FAR 52.232-22  Limitation of Funds (applicable to incrementally-funded subcontracts)  FAR 52.243-2  Changes - Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  Changes - Time-And-Materials or Labor-Hour Contracting Contracts (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.244-2  Subcontracts (paragraphs (g) and (h) only apply)  FAR 52.246-2  Inspection of Supplies - Fixed-Price  meanings of "OlG of the ordering agency," "IG of the agency," "agency OlG" and "Contracting Officer" means MERCURY  Officer" do not change; clause only applies if	FAR 52.223-99	/		
FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract) FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.229-3 Federal State and Local Taxes FAR 52.232-20 FAR 52.232-20 FAR 52.232-20 FAR 52.232-20 FAR 52.232-20 FAR 52.232-22 FAR 52.243-2 Contractor Code of Business Ethics and Conduct (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)(iii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if FAR 52.246-3 FAR 52.246-3 FAR 52.246-3 Inspection Of Supplies — Fixed-Price Inspection Of Supplies — Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and				•
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  FAR 52.229-3 Federal State and Local Taxes  FAR 52.229-3 Federal State and Local Taxes  FAR 52.232-22 Limitation of Cost (applicable to fully-funded subcontracts)  FAR 52.232-22 Limitation of Funds (applicable to incrementally-funded subcontracts)  FAR 52.232-22 Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  FAR 52.243-3 Contractor Code of Business Ethics and Conduct (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)(iii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  Subcontract, "voucher(s)" means invoice(s))  Limitation of Cost (applicable to fully-funded subcontracts)  FAR 52.232-22 Changes – Cost-Reimbursement (applicable to cost-reimbursement (applicable to cost-reimbursement (b)(3)(ii) the paragraph (b)(3)(ii) the meaning of "agency officer" and "Contracting officer" and "Contracting officer" and in paragraphs (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting officer" means MERCURY SYSTEMS's purchasing representative, and	FAR 52.227-1	Authorization and Consent (and Alt I) (include	FAR 52.232-7	Payments under Time-And-Materials and
Copyright Infringement FAR 52.229-3 Federal State and Local Taxes FAR 52.232-20  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000 ALSO INCLUDE: FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change; in paragraph (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency Officer" do not change; clause only applies if  Copyright Infringement FAR 52.232-20 Limitation of Cost (applicable to fully-funded subcontracts)  Limitation of Cost (applicable to fully-funded subcontracts)  Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement (applicable to cost-reimbursement subcontracts)  FAR 52.243-3 Changes – Time-And-Materials or Labor-Hour Contracts (applicable to imcrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to fully-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement (post-reimbursement (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement (applicable to incrementally-funded subcontracts)  Changes – Cost-Reimbursement (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Limitation of Cost (applicable to incrementally-funded subcontracts)  Contracting (applicable to incrementally-funded subcontracts)  FAR 52.243-2 Limitation of Evanges (applicable to incrementally-funded subcontracts)  Contract (applicable to incrementally-funded subcontracts)  FAR 52.243-3 Limitation of Cost (applicable to increment		• ,		
FAR 52.229-3  Federal State and Local Taxes  CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000  ALSO INCLUDE: FAR 52.203-13  Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change; in paragraph (b)(3)(iii) the meaning of "Government" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(iii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency OlG" and "Contracting Officer" do not change; clause only applies if  FAR 52.232-22  Limitation of Funds (applicable to incrementally-funded subcontracts)  Changes – Cost-Reimbursement subcontracts)  Changes – Time-And-Materials or Contracts (applicable to time-and-materials or labor-hour subcontracts)  Subcontracts  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.243-3  Subcontracts  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.244-2  Subcontracts  Subcontracts  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  FAR 52.244-2  Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and	FAR 52.227-2	0 0	EAD 50 000 00	
CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000.000  ALSO INCLUDE: FAR 52.203-13  Contractor Code of Business Ethics and Conduct (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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  FAR 52.232-22  Limitation of Funds (applicable to incrementally-funded subcontracts)  Changes – Cost-Reimbursement subcontracts)  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  Subcontracts (paragraphs (g) and (h) only apply)  Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and	EVB 23 330 3	1,7 0	FAR 52.232-20	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6.000.000  ALSO INCLUDE:  FAR 52.203-13  Contractor Code of Business Ethics and Conduct (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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  Changes – Cost-Reimbursement subcontracts)  Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)  Subcontracts (paragraphs (g) and (h) only apply)  Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and	1 MN 32.229-3	i euciai State anu LUCAT TAXES	FAR 52.232-22	
ALSO INCLUDE: FAR 52.203-13 Contractor Code of Business Ethics and Conduct (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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  FAR 52.243-2 Changes – Cost-Reimbursement (applicable to cost-reimbursement (applicable to cost-reimbursement subcontracts) Changes – Ciost-Reimbursement (applicable to cost-reimbursement subcontracts) Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts) Changes – Ciost-Reimbursement (applicable to cost-reimbursement subcontracts) Changes – Ciost-Reimbursement (applicable to cost-reimbursement subcontracts) Changes – Ciost-Reimbursement subcontracts) Changes – Ciost-Reimbursement (applicable to cost-reimbursement subcontracts) Changes – Ciost-Reimbursement (applicable to time-and-materials or labor-hour contracts (applicable to time-and-materials or labor-hour subcontracts) Subcontracts (paragraphs (g) and (h) only apply) Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and	CLAUSES APPLI	CABLE TO SUBCONTRACTS OVER \$6.000.000	17.11. 02.202 22	`
(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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  FAR 52.243-3  Changes – Time-And-Materials of Contracts (applicable to time-and-materials or labor-hour subcontracts)  Subcontracts (paragraphs (g) and (h) only apply)  Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and			FAR 52.243-2	,
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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  Contracts (applicable to time-and-materials or labor-hour subcontracts) Subcontracts (paragraphs (g) and (h) only apply) Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and	FAR 52.203-13		<b>=.</b> = · · ·	
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 meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  Iabor-hour subcontracts)  Subcontracts (paragraphs (g) and (h) only apply)  Inspection of Supplies – Fixed-Price  Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and			FAR 52.243-3	
meaning of "Government" does not change; and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  FAR 52.244-2 FAR 52.246-2 Inspection of Supplies – Fixed-Price Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and				
paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the FAR 52.246-2 Inspection of Supplies – Fixed-Price Inspection of Supplies – Cost-Reimbursement ("Contracting Officer" do not change; clause only applies if SYSTEMS's purchasing representative, and			FAR 52.244-2	
meanings of "OIG of the ordering agency," "IG of the agency," "agency OIG" and "Contracting Officer" do not change; clause only applies if  FAR 52.246-3 Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and				
Officer" do not change; clause only applies if SYSTEMS's purchasing representative, and		meanings of "OIG of the ordering agency," "IG of	FAR 52.246-3	Inspection Of Supplies – Cost-Reimbursement
		Officer" do not change; clause only applies if		SYSTEMS's purchasing representative, and 5/1/25

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	"O	DE 4 DO 050 00 4 7000	
	"Government" means MERCURY SYSTEMS and	DFARS 252.204-7009	Limitations on the Use or Disclosure of
	the Government, provided that an inspection system accepted by the Government will be		Third-Party Contractor Reported Cyber Incident Information
	deemed accepted by MERCURY SYSTEMS, and	DFARS 252.204-7012	Safeguarding Covered Defense
	where "Government" first appears in paragraph (k)	DI ANS 252.204-7012	Information and Cyber Incident
	it means "Government and/or Buyer"; the		Reporting (Seller shall (i) notify Mercury
	provisions in this clause for access, right to		Systems, Inc. when Seller submits a
	inspect, safety protection, and relief from liability		request to vary from a NIST SP 800-171
	apply equally to MERCURY SYSTEMS and the		security requirement to DoD, in
	Government)		accordance with paragraph (b)(2)(ii)(B)
FAR 52.246-5	Inspection Of Services – Cost-Reimbursement		of this clause and (ii) provide the incident
	("Contracting Officer" means MERCURY		report number, automatically assigned
	SYSTEMS's purchasing representative, and		by DoD, to Mercury Systems, Inc. as
	"Government" means MERCURY SYSTEMS and		soon as practicable, when reporting a
	the Government, provided that an inspection		cyber incident to DoD as required in
	system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and	DFARS 252.204-7015	paragraph (c) of this clause.) Notice of Authorized Disclosure of
	the provisions in this clause for access, right to	DFARS 252.204-7015	Information to Litigation Support
	inspect, safety protection, and relief from liability		Contractors
	apply equally to MERCURY SYSTEMS and the	DFARS 252.204-7018	Prohibition on the Acquisition of Covered
	Government)		Defense Telecommunications
FAR 52.246-6	Inspection – Time-And-Materials And Labor-Hour		Equipment or Services
	("Contracting Officer" means MERCURY	DFARS 252.204-7019	Notice of NIST SP 800-171 DoD
	SYSTEMS's purchasing representative and		Assessment Requirements
	"Government" means MERCURY SYSTEMS and	DFARS 252,204-7020	NIST SP 800-171 DoD Assessment
	the Government, provided that an inspection	DEADO 050 004 7004	Requirements
	system accepted by the Government will be	DFARS 252.204-7021	Cybersecurity Maturity Certification
	deemed accepted by MERCURY SYSTEMS, and where "Government" first appears in paragraph (k)	DFARS 252.208-7000	Requirement Intent To Furnish Precious Metals As
	it means Government and/or MERCURY	DFARS 252.206-7000	Government-Furnished Material
	SYSTEMS; the provisions in this clause for access,		(applicable to subcontracts when the
	right to inspect, safety protection, and relief from		item being purchased contains precious
	liability apply equally to MERCURY SYSTEMS and		metals)
	the Government)	DFARS 252.211-7003	Item Identification and Valuation
FAR 52.247-67	Submission of Transportation Documents for Audit		(SELLER's obligations under this clause
	(provided transportation will be reimbursed as a		are limited to cooperating with
EAD 50 040 C	direct charge to the contract)		MERCURY SYSTEMS's efforts to
FAR 52.249-6	Termination (Cost-Reimbursement) ("Government" means MERCURY SYSTEMS and "Contracting		comply with the clause, including granting MERCURY SYSTEMS access
	Officer" means MERCURY SYSTEMS's		to SELLER's deliverables at its facilities
	purchasing representative; in paragraph (e)		and to appropriate property records)
	change "15 days" and "45 days" to "30 days" and	DFARS 252.215-7000	Pricing Adjustments (applicable to
	"90 days", respectively; inn paragraph (f) change "1		subcontracts when FAR 52.215-11, FAR
	year" to "six months"; Alternate IV is applicable to		52. 215-12 or FAR 52.215-13 applies to
	time-and-materials or labor-hour subcontracts	DEADO 050 040 7000	this Subcontract)
FAR 52.249-14	only) Excusable Delays	DFARS 252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower
TAN 32.249-14	Excusable Delays		Proceeding
ADDITIONAL CL	AUSES:	DFARS 252.223-7001	Hazard Warning Labels (applicable to
			subcontracts for goods that require
	ING STANDARDS (applicable when stated in the		submission of hazardous material data
subcontract)		DE 1 D 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	sheets (see FAR 23.302(c))
FAR 52.230-2 FAR 52.230-3	Cost Accounting Standards	DFARS 252.223-7002	Safety Precautions for Ammunition and
FAR 32.230-3	Disclosure and Consistency of Cost Accounting Practices		Explosives ("Government" means the Government and/or MERCURY
FAR 52.230-4	Disclosure and Consistency of Cost Accounting		SYSTEMS)
17111 02.200 4	Practices – Foreign Concerns	DFARS 252.223-7003	Change In Place Of Performance –
FAR 52.230-5	Cost Accounting Standards – Educational	2.7.11.0 202.220 7.000	Ammunition and Explosives
	Institution	DFARS 252.223-7006 & Alt.	I Prohibition On Storage And Disposal Of
FAR 52.230-6	Administration of Cost Accounting Standards		Toxic And Hazardous Materials
OLALIOTO ADDI	ICARLE TO ALL OUROONTRACTO MITUOLIT		(applicable to subcontracts that require,
REGARD TO DO	CABLE TO ALL SUBCONTRACTS WITHOUT		may require, or permit SELLER to treat
DFARS 252-203-7			or dispose of non-DoD-owned toxic or hazardous materials as defined in this
217110 202 200-	Whistleblower Rights		clause; includes Alternate I if it is in the
DFARS 252-203-7	· · · · · · · · · · · · · · · · · · ·		prime contract)
DFARS 252.204-7	•	DFARS 252.223-7007	Safeguarding Sensitive Conventional
	subcontracts when SELLER will have		Arms, Ammunition, And Explosives
	access to or generate unclassified		(applicable to subcontracts for (i) the
	information that may be sensitive and		development, production, manufacture,
DEADO 050 004 7	inappropriate for release to the public)		or purchase of arms, ammunition, and
DFARS 252.204-7	, , , , , ,		explosives (AA&E), or (ii) when AA&E
	Defense Information Controls		will be provided to SELLER as
	Page 4 of 7		5/1/25



	Government-furnished property)		Policies for Defense Contractors Outside
DFARS 252.223-7008	Prohibition of Hexavalent CHROMIUM		the United States (applies where
	(applicable to all subcontracts for		SELLER will be performing or traveling
	supplies, maintenance and repair		outside the U.S.)
DEADO 050 005 7004	services, or construction materials)	DFARS 252.225-7048	Export-Controlled Items
DFARS 252.225-7001	Buy American Act and Balance Of	DFARS 252.225-7993	Dev 2015-O0016 Prohibition on
DFARS 252.225-7002	Payments Program Qualifying Country Sources as	DFARS 252.225-7994	Contracting with the enemy Dev 2015-00016 Additional access to
DI ANO 232.223-7002	Subcontractors	DI ANG 252.225-1994	Contractor and Subcontractor In the
DFARS 252.225-7007	Prohibition on Acquisition of United		United States Central Command
	States Munitions List Items from		Theater of Operations
	Communist Chinese Military Companies	DFARS 252.227-7013	Rights In Technical Data –
	(applicable to subcontracts for the		Noncommercial Items (applicable to
	acquisition of items covered by the		solicitations and resulting subcontracts
	United States Munitions List of the International Traffic in Arms Regulation)		when MERCURY SYSTEMS will be required to deliver ultimately to the
DFARS 252.225-7008	Restriction On Acquisition Of Specialty		Government SELLER's technical data
D17110 202.220 7000	Metals (applicable to subcontracts for		pertaining to noncommercial items, or
	the delivery of specialty metals as end		pertaining to commercial items for which
	items to MERCURY SYSTEMS or		the Government will have paid for any
	SELLER to the extent necessary to		portion of the development costs)
	ensure compliance of the end products	DFARS 252.227-7014	Rights in Noncommercial Computer
	that MERCURY SYSTEMS will deliver to		Software and Noncommercial Computer
	the Government when DFARS 252.225-7009 is in the prime contract)		Software Documentation (applicable to solicitations and resulting subcontracts
DFARS 252.225-7009	Restriction on Acquisition of Certain		when SELLER's performance will
517416 202.220 7000	Articles Containing Specialty Metals		require delivery of computer software or
	(excluding paragraph (d), applicable to		computer software documentation)
	subcontracts for items containing	DFARS 252.227-7015	Technical Data - Commercial Items
	specialty metals to the extent necessary		(applicable whenever any technical data
	to ensure compliance of the end		related to commercial items developed
	products that will be delivered to the Government)		in any part at private expense will be provided under a subcontract for
DFARS 252.225-7010	Commercial Derivative Military Article –		ultimate delivery to the Government)
DI ANO 232.223-7010	Specialty Metals Compliance Certificate	DFARS 252.227-7016	Rights in Bid or Proposal Information
	(applicable to solicitations for	2.70 202.22. 70.0	(applicable to solicitations and resulting
	subcontracts that will incorporate		subcontracts that will include DFARS
	DFARS 252.225-7009)		252.227-7013, 252.227-7014, or
DFARS 252.225-7012	Preference for Certain Domestic	DEADO 050 007 7047	252.227-7018)
DEADS 252 225 7042	Commodities	DFARS 252.227-7017	Identification and Assertion of Use,
DFARS 252.225-7013 DFARS 252.225-7015	Duty-Free Entry Restriction on Acquisition of Hand or		Release, Or Disclosure Restrictions (applicable to solicitations and resulting
DI ANO 232.223-7013	Measuring Tools		subcontracts that will include DFARS
DFARS 252.225-7016	Restriction on Acquisition of Ball and		252.227-7013, 252.227-7014, or
	Roller Bearings		252.227-7018)
DFARS 252.225-7021	Trade Agreements (applies if the Work	DFARS 252.227-7018	Rights in Noncommercial Technical Data
	contains other than U.Smade,		and Computer Software – Small
	qualifying country, or designated country		Business Innovation Research (SBIR)
DFARS 252.225-7025	end products, in lieu of FAR 52.225-5) Restriction on Acquisition of Forgings	DFARS 252.227-7019	Program Validation of Asserted Restrictions –
DFARS 252.225-7025	Restriction on Contingent Fees For	DI ANG 252.221-1019	Computer Software (applicable to all
	Foreign Military Sales		subcontracts when SELLER's
DFARS 252.225-7028	Exclusionary Policies and Practices of		performance includes the furnishing of
	Foreign Governments		computer software that MERCURY
DFARS 252.225-7030	Restriction on Acquisition of Carbon,		SYSTEMS will furnish ultimately to the
DEADC 050 005 7004	Alloy, and Armor Steel Plate	DEADC 050 007 7005	Government)
DFARS 252.225-7031 DFARS 252.225-7039	Secondary Arab Boycott of Israel Defense Contractors Performing	DFARS 252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information
DI AIRO 202.220 7000	Private Security Functions Outside of the		Marked With Restrictive Legends
	United States	DFARS 252.227-7026	Deferred Delivery of Technical Data or
DFARS 252.225-7040	Contractor Personnel Supporting U.S.		Computer Software
	Armed Forces Deployed Outside The	DFARS 252.227-7027	Deferred Ordering Of Technical Data or
	United States (applicable to	DEADC 050 007 7000	Computer Software
	subcontracts that will be performed outside the United States in areas of	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
	combat and other significant military		(applicable to solicitations and resulting
	operations designated by the Secretary		subcontracts that will require SELLER to
	of Defense, contingency operations,		deliver technical data)
	humanitarian or peacekeeping	DFARS 252.227-7030	Technical Data – Withholding of
	operations, or other military operations		Payment (applicable to solicitations and
	or exercises designated by the		resulting subcontracts that will include
DFARS 252.225-7043	Combatant Commander) Anti-Terrorism/Force Protections	DFARS 252.227-7032	DFARS 252.227-7013 or 252.227-7018) Rights in Technical Data and Computer
DI MNO 202.220-1040	Page 5 of 7	DI ANO 202.221-1002	5/1/25

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DFARS 252.245-7005

Management and Reporting of

### MERCURY SYSTEMS, INC. FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS

	Software (Foreign) (applicable to all		Government Property
	orders with foreign contractors to be	DFARS 252-246-7000	Material Inspection and Receiving
DEADC 050 007 7007	performed overseas except Canada)	DEADC 050 040 7004	Report
DFARS 252.227-7037	Validation of Restrictive Markings on	DFARS 252.246-7001	Warranty of Data (applicable to
	Technical Data (applicable to subcontracts requiring the delivery of		solicitations and resulting subcontracts that will include DFARS 252.227-7013)
	technical data)	DFARS 252.246-7003	Notification Of Potential Safety Issues
DFARS 252.227-7038	Patent Rights – Ownership by the	DI ARO 232.240 7003	(applicable to subcontracts for (i)
2.7(0 202.22. 1 000	Contractor (Large Business) (applicable		repairable or consumable parts identified
	to subcontracts for experimental,		as critical safety items; (ii) systems and
	developmental, or research work if the		subsystems, assemblies, and
	SELLER is not a small business or		subassemblies integral to a system; or
	nonprofit organization, unless a different		(iii) repair, maintenance, logistics
	patent rights clause is required by FAR		support, or overhaul services for
	27.303)		systems and subsystems, assemblies,
DFARS 252.227-7039	Patents – Reporting of Subject		subassemblies, and parts integral to a
	Inventions (applicable to solicitations	DEADC 050 040 7007	system)
	and resulting subcontracts that will	DFARS 252.246-7007	Contractor Counterfeit Electronic Part
DFARS 252.228-7001	include the clause at FAR 52.227-11) Ground And Flight Risk (applicable to		Detection And Avoidance System (applicable to solicitations and resulting
DI ANS 252.226-7001	solicitations and resulting subcontracts		subcontracts for (i) electronic parts; (ii)
	for the acquisition, development,		end items, component parts, or
	production, modification, maintenance,		assemblies containing electronic parts;
	repair, flight, or overhaul of aircraft		and (iii) services where the
	unless an exception listed at DFARS		subcontractor will supply electronic parts
	228.370(b)(1) applies)		or components, parts, or assemblies
DFARS 252.228-7005	Accident Reporting and Investigation		containing electronic parts as part of the
	Involving Aircraft, Missiles, and Space		service)
	Launch Vehicles	DFARS 252.246-7008	Sources of Electronic Parts (JUL 2018)
DFARS 252.229-7011	Reporting of Foreign Taxes – U.S.		(Applies if this contract is for electronic
DEADO 050 004 7000	Assistance Programs		parts or assemblies containing electronic
DFARS 252.231-7000	Supplemental Cost Principles		parts, unless SELLER is the original
	(applicable to solicitations and resulting		manufacturer. Note 1 applies except in
	subcontracts that are subject to the principles and procedures described in	DFARS 252.247-7003	paragraph (d). Note 2 applies. Pass-Through of Motor Carrier Fuel
	FAR Subparts 31.1, 31.2, 31.6, or 31.7)	DFARS 252.247-7005	Surcharge Adjustment to the Cost
DFARS 252.234-7002	Earned Value Management System		Bearer
D17110 202.204 7002	(excludes the requirements in paragraph	DFARS 252.247-7024	Notification of Transportation of Supplies
	(c) of the clause)	2.7.1.10 202.2.17 1.02 1	by Sea
DFARS 252.234-7004	Cost and Software Data Reporting		,
	System (Applies as described in the	<b>CLAUSES APPLICABLE</b>	TO SUBCONTRACTS OF \$150,000 OR
	CSDR contract plan)	MORE ALSO INCLUDE:	
DFARS 252.235-7003	Frequency Authorization (applicable to	DFARS 252.209-7004	Subcontracting With Firms That Are
	subcontracts requiring the development,		Owned or Controlled By the Government
	production, construction, testing, or		of a Terrorist Country
	operation of a device for which a radio	DFARS 252.249-7002	Notification of Anticipated Contract
DEADC 050 000 7040	frequency authorization is required)		Terminations or Reductions (except
DFARS 252.239-7010	Cloud Computing Services" (Applicable		paragraph (d)(1))
	to Purchase Orders that involve or may involve cloud services)	CLAUSES APPLICABLE	TO SUBCONTRACTS OVER THE
DFARS 252.239-7016	Telecommunications Security		N THRESHOLD (AS DEFINED AT FAR
217110 202.200 7010	Equipment, Devices, Techniques, And	2.101; CURRENTLY \$250.	
	Services (applicable to subcontracts that	DFARS 252.203-7001	Prohibition on Persons Convicted Of
	require the securing of		Fraud or Other
	telecommunications)		Defense-Contract-Related Felonies
DFARS 252.239-7017	Notice of Supply Chain Risk ((Applies if	DFARS 252.223-7999	Ensuring Adequate COVID-19 Safety
	this Subcontract involves the		Protocols for Federal Contractors
	development or delivery of any		(Deviation 2021-O0009)
	information technology, whether	DFARS 252.243-7002	Requests for Equitable Adjustment
	acquired as a service or as a supply;	DFARS 252.247-7023	Transportation of Supplies by Sea
	insert "or MERCURY SYSTEMS" after		(applies in lieu of FAR 52.247-64; in the
DFARS 252.239-7018	"Government" throughout) Supply Chain Risk (Applies if this		first sentence of paragraph (g), insert a period after "Contractor" and delete the
DI ANG 252.259-7016	Subcontract involves the development or		balance of the sentence; paragraphs (f)
	delivery of any information technology,		and (g) shall not apply if the subcontract
	whether acquired as a service or as a		is valued at or below the simplified
	supply; insert "or MERCURY		acquisition threshold)
	SYSTEMS" after "Government"		
	throughout)		
DFARS 252.243-7001			
	Pricing of Contract Modifications		
DFARS 252.244-7001	Pricing of Contract Modifications Contractor Purchasing System		

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Defense Acquisition Program

Reporting System

Earned Value Management System

Notice of Cost and Software Data



#### MERCURY SYSTEMS, INC. FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS

DFARS 252.234-7002

DFARS 252.234-7003

CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$500,000

ALSO INCLUDE:

DFARS 252.226-7001

Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business

Concerns

**CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$700,000** 

ALSO INCLUDE:

DFARS 252.209-7009 Organizational Conflict of Interest- Major

Defense Acquisition Program (applicable to orders over the certified cost or pricing data threshold and 10% of the value of the contract under which the subcontract

is awarded)

DFARS 252.219-7003 Small Business Subcontracting Plan

(DoD Contracts (applicable to

subcontracts under prime contracts that contain FAR 52.219-9; include Alternate I if it is included in the prime contract)

DFARS 252.219-7004 Small Business Subcontracting Plan

(Test Program) (applicable to subcontracts that offer further subcontracting possibilities)

Quarterly Reporting of Actual Contract DFARS 252.225-7004

Performance Outside the United States (applicable to subcontracts when SELLER is a first-tier subcontractor)

CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$1,000,000

ALSO INCLUDE:

DFARS 252.222-7006 Restrictions on the Use of Mandatory

> Arbitration Agreements (applicable to subcontracts issued under prime contracts containing the clause)

Waiver of United Kingdom Levies DFARS 252,225-7033

> (applicable to subcontracts where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated)

CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$1,500,000

**ALSO INCLUDE:** 

DFARS 252.211-7000 Acquisition Streamlining

J. CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$2,000,000

ALSO INCLUDE:

DFARS 252.215-7009 Proposal Adequacy Checklist DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED

COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JAN 2018) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "MERCURY SYSTEMS" Paragraph (b)(ii)(E) is

deleted.

CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000

**ALSO INCLUDE:** 

DFARS 252.203-7003 Agency Office of the Inspector General

(applicable only if FAR 52.203-13 is included in this Subcontract)

DFARS 252.203-7004 Display Of Fraud Hotline Poster(s)

(applicable to all subcontracts except those that are for acquisition of commercial items, or that will be performed entirely outside the United States: if applicable, used in lieu of FAR 52.203-14 "Display of Hotline Poster(s)")

CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$50,000,000 ALSO INCLUDE:

DFARS 252.209-7009

Organizational Conflict of Interest- Major

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