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

INCORPORATION OF U.S. GOVERNMENT REGULATORY CLAUSES

The FAR, DFARS, and NFS 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. If no specific date is provided for any clauses incorporated into this Subcontract, the applicable version of each clause will be the version that was in effect at the time the clause was incorporated into the Prime Contract. 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:

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
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 52.204-18	Commercial and Government Entity Code Maintenance
FAR 52.204-21	Basic Safeguarding of Covered Contractor 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).
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (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).
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 (excluding paragraph (b)(2)).
FAR 52.204-27	Prohibition on a Bytedance Covered Application
FAR 52.204-28	Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts
FAR 52.204-29	Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures
FAR 52.204-30	Federal Acquisition Supply Chain Security Act Orders – Prohibition
FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
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 employment of laborers and mechanics at any tier)
FAR 52.222-11	Subcontracts (Labor Standards)
FAR 52.222-19	Child Labor-Cooperation with Authorities and Remedies
FAR 52.222-41	Service Contract Labor Standards (applicable to 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 prime contract)
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements

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FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
FAR 52.222-54	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 value of $3,500 or more)
FAR 52.222-55	Minimum Wages Under Executive Order 14026
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706
FAR 52.223-3	Hazardous Material Identification and Material Safety Data ("Government" means "Government and MERCURY SYSTEMS" in this clause.)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (applicable to subcontracts that provide for performance on a Federal facility)
FAR 52.223-7	Notice of Radioactive Materials
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.
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 52.224-3	Privacy Training
FAR 52.225-1	Buy American– Supplies
FAR 52.225-2	Buy American Certificate
FAR 52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act
FAR 52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate
FAR 52.225-5	Trade Agreements
FAR 52.225-6	Trade Agreements Certificate
FAR 52.225-8	Duty-Free Entry
FAR 52.225-9	Buy American-Construction Materials
FAR 52.225-11	Buy American-Construction Materials under Trade Agreements
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 negotiation of the subcontract exceeds $250)
FAR 52.227-10	Filing of Patent Applications – Classified Subject Matter (applicable to subcontracts that involve or 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 organization)
FAR 52.227-13	Patent Rights – Ownership by the Government (applicable to subcontracts for experimental, developmental or research work, and SELLER is not a U.S. business concern; Paragraph (g) is deleted)
FAR 52.227-14	Rights in Data – General
FAR 52.227-19	Commercial Computer Software License
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act)
FAR 52.228-4	Workers' Compensation Insurance and War Hazard Insurance Overseas
FAR 52.228-5	Insurance – Work on a Government Installation
FAR 52.232-27	Prompt Payment for Construction Contracts
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies if SELLER is a small business concern, but does *not* apply if MERCURY SYSTEMS does not receive accelerated payments under the prime contract or higher-tier subcontract)
FAR 52.233-3	Protest After Award (MERCURY SYSTEMS may direct SELLER to stop work if MERCURY SYSTEMS is so directed by the government)
FAR 52.234-1	Industrial Resources Developed Under Defense Production Act Title III
FAR 52.236-13	Accident Prevention (applicable to fixed-price construction, fixed-price dismantling, demolition, or removal of improvements subcontracts)
FAR 52.237-2	Protection of Government Buildings, Equipment and Vegetation
FAR 52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities
FAR 52.242-1	Notice of Intent to Disallow Costs (applicable to cost reimbursement, a fixed price incentive contract or a contract providing for price redetermination is contemplated)
FAR 52.242-13	Bankruptcy
FAR 52.242-14	Suspension of Work (applicable to construction or architect engineer contract)
FAR 52.242-15	Stop Work Order (applicable to supplies, services, or R&D)
FAR 52.242-17	Government Delay of Work
FAR 52.243-1	Changes – Fixed-Price
FAR 52.243-6	Change Order Accounting
FAR 52.244-5	Competition in Subcontracting
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services
FAR 52.245-1	Government Property (applicable to subcontracts issued under non DoD prime contracts containing FAR 52.245-1 without Alternate I and the subcontract is either a cost-reimbursement, time and materials, or labor-hour type, or is a fixed priced subcontract awarded on the basis of submission of certified cost or pricing data (reference FAR 45.104); under DoD prime contracts containing FAR 52.245-1 without Alternate I, in addition to the subcontract types listed at FAR 45.104, the clause is applicable to negotiated fixed-price subcontracts awarded on a basis other than submission of certified cost or pricing data)
FAR 52.245-1 Alt I	Government Property (Alternate I) (applicable to subcontracts issued under prime contracts containing FAR 52.245-1 with Alternate I, and to subcontracts issued under prime contracts containing FAR 52.245-1 without Alternate I when the subcontract awarded is of a type other than those listed in FAR 45.104 or DFARS 245.104)
FAR 52.245-1 Alt II	Government Property (Alternate II) (applicable to subcontracts for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research)
FAR 52.246-9	Inspection of Research and Development (Short Form)
FAR 52.246-11	Higher Level Contract Quality Requirement (applicable if higher level quality standards included apply to subcontractor per 52.246-11 (b))
FAR 52.246-16	Responsibility of Supplies
FAR 52.246-17	Warranty of Supplies of a Noncomplex Nature (applicable for fixed price supply order)
FAR 52.246-18	Warranty of Supplies of Complex Nature (applicable for fixed-price supply or research and development orders)

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FAR 52.246-20	Warranty of Services (applicable to fixed-price orders for services)
FAR 52.246-26	Reporting of Nonconforming Items
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (applicable to subcontracts that involve international air transportation)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
FAR 52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (applicable to fixed price orders less than the simplified acquisition threshold)
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (in Paragraph (c) "120 days" is changed to "60 days"; in Paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days"; in Paragraph (e) "1 year" is changed to "6 months"; Paragraph (j) is deleted; in Paragraph (l) "90 days" is changed to "45 days"; settlements and payments may be subject to Contracting Officer approval)
FAR 52.249-5	Termination for Convenience of the Government (Educational and other Nonprofit Institutions)
FAR 52.251-1	Government Supply Source (When the contracting officer authorizes use of Government supply sources for contract performance).

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $10,000 ALSO INCLUDE:

FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $15,000 ALSO INCLUDE:

FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $20,000 ALSO INCLUDE:

FAR 52.222-36	Equal Opportunity for Workers with Disabilities
FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment

CLAUSES APPLICABLE TO SUBCONTRACTS OF $40,000 OR MORE ALSO INCLUDE:

FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (applicable to subcontracts when MERCURY SYSTEMS is the prime contractor; the usual substitution of the parties is not applicable to this clause; SELLER shall report to MERCURY SYSTEMS the compensation information required under the clause, if not exempt)

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $45,000 ALSO INCLUDE:

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $200,000 ALSO INCLUDE:

FAR 52.203-7	Anti-Kickback Procedures (except subparagraph (c)(1) of the clause)
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions
FAR 52.222-35	Equal Opportunity for Veterans (unless exempted by rules, regulations, or orders of the Secretary of Labor)
FAR 52.222-37	Employment Reports on Veterans

CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101; CURRENTLY $350,000) ALSO INCLUDE:

FAR 52.202-1	Definitions
FAR 52.203-3	Gratuities
FAR 52.203-5	Covenant Against Contingent Fees
FAR 52.203-6	Restrictions on Subcontractor Sales to the government
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
FAR 52.203-16	Preventing Personal Conflicts of Interest (applicable to subcontracts that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal Government agency or department)
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, 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 52.246-2	Inspection of Supplies – Fixed-Price ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government
FAR 52.246-4	Inspection of Services – Fixed-Price ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government
FAR 52.246-7	Inspection of Research and Development – Fixed-Price ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by

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	MERCURY SYSTEMS, and the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government
FAR 52.248-1	Value Engineering
FAR 52.249-8	Default (Fixed-Price Supply and Service) (timely performance is a material element of this subcontract)
FAR 52.249-9	Default (Fixed-Price Research and Development) (timely performance is a material element of this subcontract)

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $900,000 ALSO INCLUDE:

FAR 52.219-9	Small Business Subcontracting Plan

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $2,500,000 ALSO INCLUDE:

FAR 52.214-26	Audit and Records – Sealed Bidding
FAR 52.214-27	Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding
FAR 52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $7,500,000 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 subcontract performance period is 120 days or longer)
FAR 52.203-14	Display of Hotline Poster(s)

UNLESS OTHERWISE EXEMPT (SEE FAR 15.408), SUBCONTRACTS MUST ALSO INCLUDE:

FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract)
FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract)
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications
FAR 52.215-15	Pension Adjustments and Asset Reversions
FAR 52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
FAR 52.215-19	Notifications of Ownership Changes
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR SUBCONTRACTS MUST ALSO INCLUDE:

FAR 52.215-2	Audit and Records – Negotiation (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 52.215-16	Facilities Capital Cost Of Money
FAR 52.215-17	Waiver of Facilities Capital Cost of Money
FAR 52.216-7	Allowable Cost and Payment (SELLER agrees to execute assignment documents in order to comply with subsection (h); this clause is not applicable to labor-hour subcontracts)
FAR 52.216-8	Fixed Fee (applicable if this is a cost-plus-fixed-fee subcontract)
FAR 52.216-10	Incentive Fee (applicable if this is a cost-plus-incentive-fee subcontract)
FAR 52.216-11	Cost Contract – No Fee (applicable if this is a cost-no-fee subcontract)
FAR 52.216-12	Cost-Sharing Contract – No Fee (applicable if this is a cost-sharing, no fee subcontract)
FAR 52.222-2	Payment for Overtime Premiums (insert "0%" in paragraph (a) unless indicated otherwise in the subcontract)
FAR 52.229-10	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 52.232-7	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 52.243-3	Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)
FAR 52.244-2	Subcontracts (paragraphs (g) and (h) only apply)
FAR 52.246-3	Inspection Of Supplies – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and where "Government" first appears in paragraph (k) it means "Government and/or Buyer"; the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government)
FAR 52.246-5	Inspection Of Services – Cost-Reimbursement ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government)
FAR 52.246-6	Inspection – Time-And-Materials And Labor-Hour

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	("Contracting Officer" means MERCURY SYSTEMS's purchasing representative and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and where "Government" first appears in paragraph (k) it means Government and/or MERCURY SYSTEMS; the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government)
FAR 52.246-8	Inspection of Research and Development – Cost Reimbursable ("Contracting Officer" means MERCURY SYSTEMS's purchasing representative, and "Government" means MERCURY SYSTEMS and the Government, provided that an inspection system accepted by the Government will be deemed accepted by MERCURY SYSTEMS, and the provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to MERCURY SYSTEMS and the Government)
FAR 52.247-67	Submission of Transportation Documents for Audit (provided transportation will be reimbursed as a direct charge to the contract)
FAR 52.249-6	Termination (Cost-Reimbursement) ("Government" means MERCURY SYSTEMS and "Contracting Officer" means MERCURY SYSTEMS's purchasing representative; in paragraph (e) change "15 days" and "45 days" to "30 days" and "90 days", respectively; inn paragraph (f) change "1 year" to "six months"; Alternate IV is applicable to time-and-materials or labor-hour subcontracts only)
FAR 52.249-14	Excusable Delays

ADDITIONAL CLAUSES:

COST ACCOUNTING STANDARDS (applicable when stated in the subcontract)

FAR 52.230-2	Cost Accounting Standards
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices
FAR 52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
FAR 52.230-5	Cost Accounting Standards – Educational Institution
FAR 52.230-6	Administration of Cost Accounting Standards

CLAUSES APPLICABLE TO ALL SUBCONTRACTS UNDER DOD CONTRACTS WITHOUT REGARD TO DOLLAR VALUE:

DFARS 252.203-7000	Requirements Relating to Compensation of Former DOD Officials
DFARS 252-203-7002	Requirement to Inform Employees of Whistleblower Rights
DFARS 252.204-7000	Disclosure of Information (applicable to subcontracts when SELLER will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors (applies when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation).
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (SELLER shall (i) notify MERCURY SYSTEMS when SELLER submits a request to vary from a NIST SP 800-171 security requirement to DoD, in accordance with paragraph (b)(2)(ii)(B) of this clause and (ii) provide the incident report number, automatically assigned by DoD, to MERCURY SYSTEMS, Inc. as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information to Litigation Support Contractors
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
DFARS 252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
DFARS 252,204-7020	NIST SP 800-171 DoD Assessment Requirements
DFARS 252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements
DFARS 252.208-7000	Intent To Furnish Precious Metals As Government-Furnished Material (applicable to subcontracts when the item being purchased contains precious metals)
DFARS 252.209-7009	Organizational Conflict of Interest- Major Defense Acquisition Program
DFARS 252.211-7003	Item Identification and Valuation (SELLER's obligations under this clause are limited to cooperating with MERCURY SYSTEMS's efforts to comply with the clause, including granting MERCURY SYSTEMS access to SELLER's deliverables at its facilities and to appropriate property records)
DFARS 252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
DFARS 252.223-7001	Hazard Warning Labels (applicable to subcontracts for goods that require submission of hazardous material data sheets (see FAR 23.302(c))
DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives (applicable to subcontracts involving ammunition or explosives) "Government" means the Government and/or MERCURY SYSTEMS)
DFARS 252.223-7003	Change In Place Of Performance – Ammunition and Explosives (applicable to subcontracts involving ammunition or explosives)
DFARS 252.223-7006 & Alt. I	Prohibition On Storage, Treatment, And Disposal Of Toxic Or Hazardous Materials (applicable to subcontracts that require, may require, or permit subcontractor to access a DOD installation; includes Alternate I if it is in

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	the prime contract)
DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, And Explosives (applicable to subcontracts for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to SELLER as Government-furnished property)
DFARS 252.223-7008	Prohibition of Hexavalent Chromium (applicable to all subcontracts for supplies, maintenance and repair services, or construction materials)
DFARS 252.225-7001	Buy American Act and Balance Of Payments Program
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors
DFARS 252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (applicable to subcontracts for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation)
DFARS 252.225-7008	Restriction On Acquisition Of Specialty Metals (applicable to subcontracts for the delivery of specialty metals as end items to MERCURY SYSTEMS or SELLER to the extent necessary to ensure compliance of the end products that MERCURY SYSTEMS will deliver to the Government when DFARS 252.225-7009 is in the prime contract)
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraph (d), applicable to subcontracts for items containing specialty metals to the extent necessary to ensure compliance of the end products that will be delivered to the Government)
DFARS 252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (applicable to solicitations for subcontracts that will incorporate DFARS 252.225-7009)
DFARS 252.225-7012	Preference for Certain Domestic Commodities
DFARS 252.225-7013	Duty-Free Entry
DFARS 252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
DFARS 252.225-7021	Trade Agreements (applies if the Work contains other than U.S.-made, qualifying country, or designated country end products, in lieu of FAR 52.225-5)
DFARS 252.225-7025	Restriction on Acquisition of Forgings
DFARS 252.225-7027	Restriction on Contingent Fees For Foreign Military Sales
DFARS 252.225-7028	Exclusionary Policies and Practices of Foreign Governments
DFARS 252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
DFARS 252.225-7031	Secondary Arab Boycott of Israel
DFARS 252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
DFARS 252.225-7039	Defense Contractors Performing Private Security Functions Outside of the United States
DFARS 252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside The United States (applicable to subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander)
DFARS 252.225-7043	Anti-Terrorism/Force Protections Policies for Defense Contractors Outside the United States (applies where SELLER will be performing or traveling outside the U.S.)
DFARS 252.225-7048	Export-Controlled Items
DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
DFARS 252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
DFARS 252.225-7058	Post-Award Disclosure of Employment of Individuals who Work in the People's Republic of China
DFARS 252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
DFARS 252.225-7993	Dev 2015-O0016 Prohibition on Contracting with the Enemy
DFARS 252.225-7994	Dev 2015-O0016 Additional Access to Contractor and Subcontractor In the United States Central Command Theater of Operations
DFARS 252.227-7013	Rights In Technical Data – Other than Commercial Products and Commercial Services (applicable to solicitations and resulting subcontracts when MERCURY SYSTEMS will be required to deliver ultimately to the Government SELLER's technical data pertaining to noncommercial products/services, or pertaining to commercial products/services for which the Government will have paid for any portion of the development costs)
DFARS 252.227-7014	Rights in Other than Commercial Computer Software and Other than Commercial Computer Software Documentation (applicable to solicitations and resulting subcontracts when SELLER's performance will require delivery of computer software or computer software documentation)
DFARS 252.227-7015	Technical Data – Commercial Products and Commercial Services (applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under a subcontract for ultimate delivery to the Government)
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.227-7017	Identification and Assertion of Use, Release, Or Disclosure Restrictions (applicable to solicitations and resulting

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

	subcontracts that will include DFARS 252.227-7013, 252.227-7014, or 252.227-7018)
DFARS 252.227-7018	Rights in Other than Commercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program and Small Business Technology Transfer Program
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (applicable to all subcontracts when SELLER's performance includes the furnishing of computer software that MERCURY SYSTEMS will furnish ultimately to the Government)
DFARS 252.227-7020	Rights in Special Works
DFARS 252.227-7021	Rights in Data – Existing Works
DFARS 252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends
DFARS 252.227-7026	Deferred Delivery of Technical Data or Computer Software
DFARS 252.227-7027	Deferred Ordering Of Technical Data or Computer Software
DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (applicable to solicitations and resulting subcontracts that will require SELLER to deliver technical data)
DFARS 252.227-7030	Technical Data – Withholding of Payment (applicable to solicitations and resulting subcontracts that will include DFARS 252.227-7013 or 252.227-7018)
DFARS 252.227-7032	Rights in Technical Data and Computer Software (Foreign) (applicable to all orders with foreign contractors to be performed overseas except Canada)
DFARS 252.227-7037	Validation of Asserted Restrictions on Technical Data (applicable to subcontracts requiring the delivery of technical data)
DFARS 252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (applicable to subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303)
DFARS 252.227-7039	Patents – Reporting of Subject Inventions (applicable to solicitations and resulting subcontracts that will include the clause at FAR 52.227-11)
DFARS 252.228-7001	Ground And Flight Risk
DFARS 252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
DFARS 252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
DFARS 252.231-7000	Supplemental Cost Principles (applicable to solicitations and resulting subcontracts that are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, or 31.7)
DFARS 252.234-7002	Earned Value Management System (excludes the requirements in paragraph (c) of the clause)
DFARS 252.234-7004	Cost and Software Data Reporting System (Applies as described in the CSDR contract plan)
DFARS 252.235-7003	Frequency Authorization (applicable to subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required)
DFARS 252.239-7010	Cloud Computing Services (Applicable to Purchase Orders that involve or may involve cloud services)
DFARS 252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services (applicable to subcontracts that require the securing of telecommunications)
DFARS 252.239-7017	Notice of Supply Chain Risk (Applies if this Subcontract involves the development or delivery of any information technology, whether acquired as a service or as a supply; insert "or MERCURY SYSTEMS" after "Government" throughout)
DFARS 252.239-7018	Supply Chain Risk (Applies if this Subcontract involves the development or delivery of any information technology, whether acquired as a service or as a supply; insert "or MERCURY SYSTEMS" after "Government" throughout)
DFARS 252.243-7001	Pricing of Contract Modifications
DFARS 252.244-7001	Contractor Purchasing System Administration
DFARS 252.245-7005	Management and Reporting of Government Property
DFARS 252.246-7001	Warranty of Data (applicable to solicitations and resulting subcontracts that will include DFARS 252.227-7013)
DFARS 252.246-7003	Notification Of Potential Safety Issues (applicable to subcontracts for (i) repairable or consumable parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System (applicable to subcontracts for electronic parts or assemblies containing electronic parts)
DFARS 252.246-7008	Sources of Electronic Parts (JUL 2018) (applicable to subcontracts for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer)
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
DFARS 252.247-7023	Transportation of Supplies by Sea (paragraphs (a)-(f) only in subcontracts below the simplified acquisition threshold and for the types of supplies described in (c)(2) of the clause in lieu of FAR 52.247-64)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OF $200,000 OR MORE ALSO INCLUDE:

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DFARS 252.209-7004	Subcontracting With Firms That Are Owned or Controlled By the Government of a Country that is a State Sponsor of Terrorism

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101; CURRENTLY $350,000) ALSO INCLUDE:

DFARS 252.203-7001	Prohibition on Persons Convicted Of Fraud or Other Defense-Contract-Related Felonies
DFARS 252.215-7010	Requirements for Certified Cost or Pricing Data and Other Data than Certified Cost or Pricing Data (applies in lieu of FAR 52.215-20; Contracting Officer means "MERCURY SYSTEMS"; Paragraph (b)(ii)(E) is deleted)
DFARS 252.243-7002	Requests for Equitable Adjustment
DFARS 252.247-7023	Transportation of Supplies by Sea (applies in lieu of FAR 52.247-64 in subcontracts for the types of supplies described in (c)(2) of the clause)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS 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 UNDER DOD CONTRACTS OVER $700,000 ALSO INCLUDE:

DFARS 252.249-7002	Notification of Anticipated Contract Terminations or Reductions

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER $900,000 ALSO INCLUDE:

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 under prime contracts that contain FAR 52.219-8 and that offer further subcontracting opportunities)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS 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)
DFARS 252.225-7033	Waiver of United Kingdom Levies (applicable to subcontracts where a lower-tier subcontract exceeding $1 million with a U.K. firm is anticipated)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER $2,500,000 ALSO INCLUDE:

DFARS 252.215-7009	Proposal Adequacy Checklist

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER $7,500,000 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) (used in lieu of FAR 52.203-14 “Display of Hotline Poster(s)”)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER $20,000,000 ALSO INCLUDE:

DFARS 252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award (applicable to subcontracts when SELLER is a first-tier subcontractor)

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER DOD CONTRACTS OVER $50,000,000 ALSO INCLUDE:

DFARS 252.234-7003	Notice of Cost and Software Data Reporting System

CLAUSES APPLICABLE TO ALL SUBCONTRACTS UNDER NASA CONTRACTS WITHOUT REGARD TO DOLLAR VALUE:

NFS 1852.203-701	Requirement to Inform Employees of Whistleblower Rights.
NFS 1852.204-76	Security Requirement for Unclassified Information Technology Resources (applicable to subcontracts that process, manage, access, or store NASA Electronic Information).
NFS 1852.208-81	Restrictions on Printing and Duplicating (applicable to subcontracts that may involve requirements for printing, duplicating, and copying in excess of the limits specified in paragraph (c) of the clause).
NFS 1852.211-70	Packaging, Handling and Transportation (applicable to subcontracts for items that will become components of deliverable Class I, II, or III items).
NFS 1852.223-71	Frequency Authorization (applicable to subcontracts that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required).
NFS 1852.223-74	Drug and Alcohol Free Workforce (applicable to subcontracts where work is performed by an employee in an sensitive position, except subcontracts for commercial items).
NFS 1852.225-70	Export Licenses.
NFS 1852.227-11	Patent Rights—Ownership by the Contractor (Short Form) (applicable to subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization).
NFS 1852.227-70	New Technology—Other than a Small Business Firm or Nonprofit Organization

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	(applicable to subcontracts with other than a small business or NPO for the performance of developmental or research work).
NFS 1852.227-72	Designation of New Technology Representative and Patent Representative (applicable to subcontracts requiring the NFS clause "New Technology—Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights—Ownership by the Contractor).
NFS 1852.227-85	Invention Reporting and Rights—Foreign (applicable to subcontracts contemplating the performance of research, experimental design, engineering, or developmental work).
NFS 1852.227-88	Government-Furnished Computer Software and Related Technical Data (applicable to subcontractors that receive government-furnished computer software).
NFS 1852.228-76	Cross-Waiver of Liability for International Space Station Activities.
NFS 1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station.
NFS 1852.234-2	Earned Value Management System (for contracts below $50M except for paragraph (b)).
NFS 182.237-72	Access to Sensitive Information (applicable to subcontracts that may involve access to sensitive information).
NFS 1852.237-73	Release of Sensitive Information (applicable to subcontracts that may require the furnishing of sensitive information).
NFS 1852.245-74	Identification and Marking of Government Equipment (applicable to subcontracts that require delivery of equipment).
NFS 1852.246-73	Human Space Flight Item.
NFS 1852.246-74	Contractor Counterfeit Electronic Part Detection and Avoidance (applicable to subcontracts for (a) electronic parts; (b) end items, components, parts, or assemblies containing electronic parts; or (c) services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial products and commercial services that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
NFS 1852.247-71	Protection of the Florida Manatee.

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER NASA CONTRACTS OVER $100,000 ALSO INCLUDE:

NFS 1852.244-70	Geographic Participation in the Aerospace Program.

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER NASA CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101; CURRENTLY $350,000) ALSO INCLUDE:

NFS 1852.223-70	Safety and Health Measures and Mishap Reporting (applicable where the work will be conducted completely or partly on federally-controlled facilities).
NFS 1852.223-72	Safety and Health (Short Form) (applicable where the work will be conducted completely or partly on federally-controlled facilities).

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER NASA CONTRACTS OVER $2,500,000 ALSO INCLUDE:

NFS 1852.237-71	Pension Portability (applicable to subcontracts for continuing services under a service contract if: (a) prime contract requires pension portability; (b) subcontracted labor dollars exceed $2.5M and 10% of the total prime contract labor hours; and (c) either of the following conditions exist: (i) continuing need for the same or similar subcontract services for a minimum of 5 years and a high percentage of the predecessor subcontractor's employees are expected to remain with the program; or (ii) employees under a predecessor subcontract were covered by a portable pension plan, a follow-on subcontract or subcontract consolidating existing services is awarded, and the total subcontract period covered by the plan covers a minimum of five years.

CLAUSES APPLICABLE TO SUBCONTRACTS UNDER NASA CONTRACTS OVER $50,000,000 ALSO INCLUDE:

NFS 1852.234-2	Earned Value Management System (full clause is applicable).