



Plasma Ruggedized Solutions

Terms and Conditions of Purchase: F74-4

PLASMA RUGGEDIZED SOLUTIONS, INC. PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. PRICE. This is a firm price order.

2. TERMS OF PAYMENT. Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices sixty (60) days after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later.

3. ATTACHMENTS. Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.

4. CHANGES. The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.

5. TERMINATION. Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.

6. ASSIGNMENT. Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.

7. EXCUSABLE DELAY. Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under Paragraph 5.

9. PACKAGING, PACKING LIST, AND BILL OF LADING. Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

10. INSPECTION. All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. Buyer may reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.

11. WARRANTIES. By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Buyer and/or Buyer's suppliers.

Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mask work, copyright or trademark, of any third party, either directly or contributory. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue to using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.

Where applicable, the Seller warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States. Seller further warrants that it has obtained all permits, licenses, and certifications necessary for the goods to be exported out of the country of origin, imported in the United States, delivered to Buyer and used or sold within the United States.

12. TITLE; RISK OF LOSS. Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.

13. CONFIDENTIALITY; LIMITED USE. Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of this Purchase Order or prepared by Seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer



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information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Seller's possession. Seller shall use Confidential Information solely for Seller's performance of this Purchase Order for Buyer, and Seller shall not, without Buyer's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.

14. RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER. It is Seller's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

15. BUYER'S TERMS AND CONDITIONS APPLY. Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.

16. EXTRA CHARGES. No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.

17. SUBSTITUTIONS. No substitution of materials or accessories may be made without written permission from Buyer.

18. WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES. If Seller's work under the Purchase Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors; and shall maintain such public liability, property damage, and employer's liability and compensation insurance as will protect Buyer and Buyer's customer from said risks and from any claims under any applicable worker compensation and occupational disease acts.

19. INDEMNIFICATION. Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation), suffered, incurred, or asserted by or against Buyer (a) by reason of Seller's breach of a warranty, (b) by reason of Seller's breach of any term of this Purchase Order, or (c) by reason of personal injury, including death, or property damage sustained by a third party, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfillment of this Purchase Order.

20. CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES. The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of this Purchase Order shall be construed as a permanent waiver of such term or condition or of any other term or condition. Seller's warranties shall survive the completion or cancellation of this Purchase Order.

21. GOVERNING LAW. This Purchase Order shall be governed by the laws of the State of California, U.S.A.

22. "GOODS" AND "SERVICES". The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labor furnished in connection with the production of goods.

23. ENTIRE AGREEMENT. Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in the General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby superseded. The term "Purchase Order" as used herein means the first and continuation pages of completed Purchase Order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties.

**See Appendix-A on the following pages for FAR & DFAR clauses applicable to U.S. Government Contracts
FAR and DFAR clauses will apply when identified on the Purchase Order as a Government Contract purchased item*

Plasma Ruggedized Solutions Purchase Order Terms on Conditions; F74-4 Appendix-A

PO Terms - U.S. FAR/DFARS Clause Flow-Downs for U.S. Government Contracts

NOTE: Plasma Ruggedized Solutions and 'Plasma' in all clauses and paragraphs listed below are in reference to Plasma Ruggedized Solutions, Inc.

The FAR and DFARS clause cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFARS clause shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Agreement is a subcontract.

If so identified, this Order is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

General Terms and Conditions for Supply and Services Subcontracts: U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

General information:

1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to Plasma's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, Plasma's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and Plasma's General Provisions.
2. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to Plasma's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, Plasma's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and Plasma's General Provisions.
3. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact Plasma regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

A. APPLICABLE TO ALL ORDERS:

1. The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between Plasma Ruggedized Solutions and the Seller where the end customer is the United States Government:

| No. | Title of Provision | FAR Clause |
|------------|--|-------------------|
| 1. | Definitions | 52.202-1 |
| 2. | Security Requirements | 52.204-2 |
| 3. | Personal Identify Verification of Contractor Personnel | 52.204-9 |
| 4. | Service Contract Reporting Requirements (subject to the thresholds and contracts types specified in FAR 4.1703) | 52.204-14 |
| 5. | Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract specified in FAR 4.1703) | 52.204-15 |
| 6. | Material Requirements | 52.211-5 |
| 7. | Alternatives to Government – Unique Standards | 52.211-7 |
| 8. | Defense Priority and Allocation System (DPAS) Requirements | 52.211-15 |
| 9. | Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (includes all Statutes or Orders issued) | 52.212-5 |

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| 10. | Terms and Conditions – Simplified Acquisitions (other than Commercial items) | 52.213-4 |
| 11. | Small Business Program Representations | 52.219-1 |
| 12. | Post –Award Small Business Program Representation (over \$3000) | 52.219-28 |
| 13. | Notice to the Government of Labor Disputes | 52.222-1 |
| 14. | Convict Labor | 52.222-3 |
| 15. | Child Labor – Cooperation with Authorities and Remedies | 52.222-19 |
| 16. | Service Contract Act of 1965, as Amended | 52.222-41 |
| 17. | Combating Trafficking in Persons | 52.222-50 |
| 18. | Employment Eligibility Verification | 52.222-54 |
| 19. | Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer” | 52.223-3 |
| 20. | Notice of Radioactive Materials | 52.223-7 |
| 21. | Ozone Depleting Substances | 52.223-11 |
| 22. | Energy Efficiency in Energy-Consuming Products | 52.223-15 |
| 23. | IEEE 1680 Standard for the Environmental Assessment of personal Computer Products | 52.223-16 |
| 24. | Contractor Policy to Ban Text Messaging While Driving | 52.223-18 |
| 25. | Privacy Act | 52.224-2 |
| 26. | Buy American Act – Supplies | 52.225-1 |
| 27. | Buy American Act Certificate | 52.225-2 |
| 28. | Trade Agreement | 52.225-5 |
| 29. | Trade Agreements – Certificate | 52.225-6 |
| 30. | Duty-Free Entry | 52.225-8 |
| 31. | Restrictions on Certain Foreign Purchases | 52.225-13 |
| 32. | Place of Manufacturer (applicable to solicitations) | 52.225-18 |
| 33. | Contractors Performing Private Security Functions Outside the United States | 52.225-26 |
| 34. | Authorization and Consent – Alternate I | 52.227-1 |
| 35. | Royalty Information | 52.227-6 |
| 36. | Additional Data Requirements | 52.227-16 |
| 37. | Refund of Royalties | 52.227-9 |
| 38. | Filing of Patent Applications – Classified Subject Matter | 52.227-10 |
| 39. | Patent Rights – Ownership by the Contractor | 52.227-11 |
| 40. | Rights in Data – General | 52.227-14 |
| 41. | Commercial Computer Software License | 52.227-19 |
| 42. | Workers Compensation Insurance (Defense Base Act) | 52.228-3 |
| 43. | Workers Compensation and War-Hazard Insurance Overseas | 52.228-4 |
| 44. | Insurance – Work on a Government Installation | 52.228-5 |
| 45. | Limitation on the Withholding of Payments | 52.232-9 |
| 46. | Progress Payments | 52.232-16 |
| 47. | Performance-based Payments | 52.232-32 |
| 48. | Unenforceability of Unauthorized Obligations | 52.232-39 |
| 49. | Protest After Award | 52.233-3 |
| 50. | Applicable Law for Breach of Contract Claim | 52.233-4 |
| 51. | Industrial Resources Developed Under Defense Production Act Title III | 52.234-1 |
| 52. | Accident Prevention | 52.236-13 |
| 53. | Protection of Government Buildings, Equipment, and Vegetation | 52.237-2 |
| 54. | Privacy or Security Safeguards | 52.239-1 |
| 55. | Stop Work Order | 52.242-15 |
| 56. | Government Delay of Work | 52.242-17 |
| 57. | Changes – Fixed Price Contracts | 52.243-1 |
| 58. | Competition in Subcontracting | 52.244-5 |

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| 59. | Subcontracts for Commercial Items | 52.244-6 |
| 60. | Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not Specify the requirement will default to the basic clause) | 52.245-1 |
| 61. | Government Property Installation Operation Services | 52.245-2 |
| 62. | Use and Charges | 52.245-9 |
| 63. | Preference for U.S. – Flag Air Carriers | 52.247-63 |
| 64. | Preference for Privately Owned U.S. – Flag Commercial Vessels | 52.247-64 |
| 65. | Termination for Convenience of the Government (Fixed-Price) (Short Form) | 52.249-1 |
| 66. | Computer Generated Form | 52.253-1 |

2. The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between Plasma and the Seller where the end customer is any agency within the United States Department of Defense:

| No. | Title of Provision | DFARS Clause |
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| 1. | Requirement to Inform Employees of Whistleblower Rights | 252.203-7002 |
| 2. | Disclosure of Information | 252.204-7000 |
| 3. | Alternate A, Central Contractor Registration | 252.204-7004 |
| 4. | Alternate A, Annual Representations and Certifications | 252.204-7007 |
| 5. | Reserved | 252.204-7008 |
| 6. | Safeguarding Unclassified Uncontrolled Technical Information | 252.204-7012 |
| 7. | Intent to Furnish Precious Metals as Government-Furnished Material | 252.208-7000 |
| 8. | Disclosure of ownership of control by a foreign government | 252.209-7002 |
| 9. | Limitations on Contractors Acting as Lead System Integrators | 252.209-7006 |
| 10. | Prohibited Financial Interests for Lead System Integrators | 252.209-7007 |
| 11. | Item Unique Identification and Valuation | 252.211-7003 |
| 12. | Radio Frequency Identification | 252.211-7006 |
| 13. | Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry | 252.211-7007 |
| 14. | Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items | 252.212-7001 |
| 15. | Pricing Adjustments | 252.215-7000 |
| 16. | Cost Estimating System Requirements | 252.215-7002 |
| 17. | Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only) | 252.216-7004 |
| 18. | Restrictions on Employment of Personnel | 252.222-7000 |
| 19. | Hazard Warning Labels (fill in State where this purchase order will be performed) | 252.223-7001 |
| 20. | Safety Precautions for Ammunition and Explosives | 252.223-7002 |
| 21. | Change in Place of Performance - Ammunition and Explosives | 252.223-7003 |
| 22. | Drug-Free Work Force | 252.223-7004 |
| 23. | Prohibition on Storage and Disposal of Toxic and Hazardous Materials | 252.223-7006 |
| 24. | Safeguarding Sensitive Conventional Arms, Ammunition and Explosives | 252.223-7007 |
| 25. | Prohibition of Hexavalent Chromium | 252.223-7008 |
| 26. | Buy American Act – Balance of Payments Program Certificate | 252.225-7000 |
| 27. | Buy American Act and Balance of Payments Program | 252.225-7001 |
| 28. | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies | 252.225-7007 |
| 29. | Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items) | 252.225-7008 |
| 30. | Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime contracts of \$150K or more: excludes para (d)) | 252.225-7009 |

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| 31. | Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions) | 252.225-7010 |
| 32. | Duty Free Entry | 252.225-7013 |
| 33. | Restriction on Acquisition of Hand or Measuring Tools (prime contracts at \$150K or more and both the prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items) | 252.225-7015 |
| 34. | Restriction on Acquisition of Ball and Roller Bearings | 252.225-7016 |
| 35. | Restriction on Acquisition of Foreign Anchor and Mooring Chain | 252.225-7019 |
| 36. | Trade Agreements Certificate | 252.225-7020 |
| 37. | Trade Agreements | 252.225-7021 |
| 38. | Trade Agreements Certificate – Inclusion of Iraqi End Products | 252.225-7022 |
| 39. | Restriction on the Acquisition of Forgings | 252.225-7025 |
| 40. | Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”) | 252.225-7027 |
| 41. | Exclusionary Policies and Procedures of Foreign Governments | 252.225-7028 |
| 42. | Restriction on Acquisition of Carbon Alloy and Armor Steel Plate | 252.225-7030 |
| 43. | Secondary Arab Boycott of Israel | 252.225-7031 |
| 44. | Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate | 252.225-7035 |
| 45. | Buy American Act – Free Trade Agreements – Balance of Payments Program | 252.225-7036 |
| 46. | Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States | 252.225-7040 |
| 47. | Antiterrorism / force Protection Policy for Defense Contractors Outside the United States | 252.225-7043 |
| 48. | Balance of Payments Program – Construction Material | 252-225-7044 |
| 49. | Balance of Payments Program – Construction Material Under Trade Agreements | 252-225-7045 |
| 50. | Exports By Approved Community Members in Response to the Solicitation | 252.225-7046 |
| 51. | Export by Approved Community Members in Performance of the Contract | 252.225-7047 |
| 52. | Export Controlled Items | 252.225-7048 |
| 53. | Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials) | 252.225-7012 |
| 54. | Rights in Technical Data - Noncommercial Items | 252.227-7013 |
| 55. | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | 252.227-7014 |
| 56. | Technical Data - Commercial Items | 252.227-7015 |
| 57. | Rights in Bid or Proposal Information | 252.227-7016 |
| 58. | Identification and Assertion of Use, Release, or Disclosure Restrictions | 252.227-7017 |
| 59. | Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program | 252.227-7018 |
| 60. | Validation of Asserted Restrictions - Computer Software | 252.227-7019 |
| 61. | Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends | 252.227-7025 |
| 62. | Delivery of Technical Data or Computer Software | 252.227-7026 |
| 63. | Deferred Ordering of Technical Data or Computer Software | 252.227-7027 |
| 64. | Technical Data or Computer Software Previously Delivered to the Government | 252.227-7028 |
| 65. | Technical Data--Withholding of Payment | 252.227-7030 |
| 66. | Rights in Shop Drawings | 252.227-7033 |
| 67. | Validation of Restrictive Markings on Technical Data | 252.227-7037 |
| 68. | Patent Rights – Ownership by the Contractor | 252.227-7038 |
| 69. | Patents – Reporting of Subject Inventions | 252.227-7039 |
| 70. | Ground and Flight Risk | 252.228-7001 |

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| 71. | Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles | 252.228-7005 |
| 72. | Reporting of Foreign Taxes – U.S. Assistance Programs | 252.229-7011 |
| 73. | Supplemental Cost Principles (first tier subcontractors only) | 252.231-7000 |
| 74. | Frequency Authorization | 252.235-7003 |
| 75. | Frequency Authorization (ALT I) | 252.235-7003 |
| 76. | Protection of Human Subjects | 252.235-7004 |
| 77. | Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts) | 252.236-7013 |
| 78. | Training for Contract personnel Interacting with Detainees | 252.237-7019 |
| 79. | Continuation of Essential Contractor Services | 252.237-7023 |
| 80. | Notice of Continuation of Essential Contractor Services | 252.237-7024 |
| 81. | Protection Against Compromising Emanations | 252.239-7000 |
| 82. | Information Assurance Contractor Training and Certification | 252.239-7001 |
| 83. | Telecommunications Security Equipment, Devices, Techniques, and Services | 252.239-7016 |
| 84. | Supply Chain Risk | 252.239-7018 |
| 85. | Pricing of Contract Modifications | 252.243-7001 |
| 86. | Subcontracts for Commercial Items and Commercial Components (DoD contracts) | 252.244-7000 |
| 87. | Tagging, Labeling, and Marking Government Furnished Property | 252.245-7001 |
| 88. | Reporting Loss of Government Property | 252.245-7002 |
| 89. | Material Inspection and Receiving Report | 252.246-7000 |
| 90. | Notification of Potential Safety Issues | 252.246-7003 |
| 91. | Safety of Facilities, Infrastructure, and Equipment for Military Operations | 252.246-7004 |
| 92. | Contractor Counterfeit Electronic Part Detection and Avoidance System | 252.246-7007 |
| 93. | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer | 252.247-7003 |

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between Plasma and the Seller where the end customer is the United States Government:

| No. | Title of Provision | FAR Clause |
|------------|--|-------------------|
| 1. | Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$25,000) | 52.204-10 |
| 2. | Walsh-Healy Public Contracts Act. | 52.222-20 |
| 3. | Prohibition of Segregated Facilities | 52.222-21 |
| 4. | Equal Opportunity | 52.222-26(b) |
| 5. | Affirmative Action for Workers with Disabilities | 52.222-36 |
| 6. | Notification of Employee Rights Under the National Labor Relations Act (para (f) only) | 52.222-40 |
| 7. | Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000) | 52.225-3 |
| 8. | Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000) | 52.225-4 |

C: ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (SAT) ALSO INCLUDE THE FOLLOWING:

1. The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAP between Plasma and the Seller where the end customer is the United States Government:

| No. | Title of Provision | FAR Clause |
|------------|--|-------------------|
| 1. | Certificate of Independent Price Determination | 52.203-2 |
| 2. | Gratuities | 52.203-3 |
| 3. | Covenants Against Contingent Fees | 52.203-5 |
| 4. | Restrictions on Subcontractor Sales to the Government | 52.203-6 |
| 5. | Anti-Kickback Procedures (less paragraph (c) (1)) | 52.203-7 |
| 6. | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | 52.203-8 |
| 7. | Price or Fee Adjustment for Illegal or Improper Activities | 52.203-10 |
| 8. | Limitation on Payments to Influence Certain Federal Transactions | 52.203-12 |
| 9. | Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions | 52.203-16 |
| 10. | Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights | 52.203-17 |
| 11. | Women-Owned Business (Other than Small Business) | 52.204-5 |
| 12. | Audit and Records – Negotiation | 52.215-2 |
| 13. | Integrity of Units Prices | 52.215-14 |
| 14. | Utilization of Small Business Concerns | 52.219-8 |
| 15. | Contract Work Hours and Safety Standards Act – Overtime Compensation | 52.222-4 |
| 16. | Non-displacement of Qualified Workers (Service Contracts) | 52.222-17 |
| 17. | Equal Opportunity for Veterans (\$100K) | 52.222-35 |
| 18. | Employment Reports Veterans (\$100K) | 52.222-37 |
| 19. | Compliance with Veterans' Employment Reporting Requirements | 52.222-38 |
| 20. | Drug-Free Workplace | 52.223-6 |
| 21. | Estimate of Percentage of Recovered Material Content for EPA-Designated Products | 52.223-9 |
| 22. | Notice and Assistance Regarding Patent and Copyright Infringement | 52.227-2 |
| 23. | Federal, State, and Local Taxes | 52.229-3 |
| 24. | Bankruptcy | 52.242-13 |
| 25. | Change Order Accounting | 52.243-6 |
| 26. | Subcontracts (paragraphs (h) notice to Plasma, and (i) only apply) | 52.244-2 |
| 27. | Inspection of Supplies, Fixed Price Contracts | 52.246-2 |
| 28. | Inspection of Services, Fixed Price Contracts | 52.246-4 |
| 29. | Responsibility for Supplies | 52.246-16 |
| 30. | Value Engineering | 52.248-1 |
| 31. | Termination for Convenience of the Government (Fixed-Price) – “Government : shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (l) is changed to “forty-five days,” per 49.502(e) | 52.249-2 |
| 32. | Default (Fixed Price Supply and Service) | 52-249-8 |

2. The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over the SAT between Plasma and the Seller where the end customer is any agency within the United States Department of Defense:

| No. | Title of Provision | DFARS Clause |
|------------|--|---------------------|
| 1. | Prohibition on persons convicted of Fraud or other Defense Contract related felonies | 252.203-7001 |

| | | |
|-----|---|--------------|
| 2. | Disclosure of ownership or control by the government of a Terrorist Country | 252.209-7001 |
| 3. | Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country | 252.209-7004 |
| 4. | Requests for Equitable Adjustment | 252.209-7004 |
| 5. | Contractor Purchasing System Administration (Basic) (if 52.244-2 applies) | 252.244-7001 |
| 6. | Contractor Purchasing System Administration (Alternate 1) (if 252.246-7007 applies) | 252.244-7001 |
| 7. | Representation of Extent of Transportation by Sea | 252.247-7022 |
| 8. | Transportation of Supplies by Sea | 252.247-7023 |
| 9. | Notification of Transportation of Supplies by Sea | 252.247-7024 |
| 10. | Notification of Anticipated Contract Termination or Reduction | 252.249-7002 |

D. ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:

The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$500,000 between Plasma and the Seller where the end customer is any agency within the United States Department of Defense

| No. | Title of Provision | DFARS Clause |
|------------|---|---------------------|
| 1. | Small Business Subcontracting Plan (DoD Contracts) – Over \$650K | 252.219-7003 |
| 2. | Report of Intended Performance Outside the United States and Canada – Submission with Offer (over \$650K) | 252.225-7003 |
| 3. | Report of Intended Performance Outside the United States & Canada – Submission After Award (\$650K) | 252.225-7004 |
| 4. | Quarterly Reporting of Actual Contract Performance Outside the United States (over \$650K) | 252.225-7006 |
| 5. | Utilization of Indian Organizations, Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns) | 252.226-7001 |

E. ORDERS OVER \$650,000 ALSO INCLUDE THE FOLLOWING FAR CLAUSES:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$650,000.00 between Plasma and the Seller where the end customer is the United States Government:

| No. | Title of Provision | FAR Clause |
|------------|---|-------------------|
| 1. | Code of Business Ethics and Conduct (over \$5 million and the period of performance is Over 120 days) | 52.203-13 |
| 2. | Display of Hotline Poster (over \$5 million) | 52.203-14 |
| 3. | Pension Adjustment and Asset Reversions (\$700,000) | 52.215-15 |
| 4. | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions | 52.215-18 |
| 5. | Notification of Ownership Changes | 52.215-19 |
| 6. | Small Business Subcontracting Plan (\$650,000) (Construction \$1.5M) | 52.219-9 |
| 7. | Liquidated Damages – Subcontracting Plan | 52.219-16 |
| 8. | Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10 million) | 52.222-24 |

F. UNLESS OTHERWISE EXEMPT, THE FOLLOWING FAR CLAUSES ARE ALSO INCLUDED:

| No. | Title of Provision | FAR Clause |
|------------|--|-------------------|
| 1. | Audit and Records – Sealed Bidding (exceeds \$700,000) | 52.214-26 |
| 2. | Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (\$700,000) | 52.214-27 |
| 3. | Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (exceeds \$700,000) | 52.214-28 |
| 4. | Price Reduction for Defective Certified Cost or Pricing | 52.215-10 |
| 5. | Price Reduction for Defective Certified Cost or Pricing Data – Modifications | 52.215-11 |
| 6. | Subcontractor Certified Cost or Pricing Data | 52.215-12 |
| 7. | Subcontractor Certified Cost of Pricing Data – Modifications | 52.215-13 |
| 8. | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data | 52.215-20 |
| 9. | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications | 52.215-21 |
| 10. | Limitation on Pass-Through Charges – Identification of Subcontract Effort | 52.215-22 |
| 11. | Limitation on Pass-Through Charges (see application and exceptions in FAR 15.408(n)(2)) | 52.215-23 |
| 12. | Contract Definitization | 52.216-25 |
| 13. | Prospective Subcontractor Requests for Bonds | 52.228-12 |
| 14. | Earned Value Management System | 52.234-4 |

G. ORDERS OVER \$1,000,000 OR HIGHER INCLUDE THE FOLLOWING DFARS CLAUSES:

| No. | Title of Provision | DFARS Clause |
|------------|---|---------------------|
| 1. | Agency Office of the Inspector General (\$5M) | 252.203-7003 |
| 2. | Display of Fraud Hotline Posters (over \$5M) | 252.203-7004 |
| 3. | Acquisition Streamlining (\$1.5M) | 252.211-7000 |
| 4. | Restrictions on the Use of Mandatory Arbitration Agreements | 252.222-7006 |
| 5. | Waiver of United Kingdom Levies – Evaluation of Offers | 252.225-7032 |
| 6. | Waiver of United Kingdom Levies | 252.225-7033 |

H. ORDERS FOR MAJOR DEFENSE ACQUISITION PROGRAMS INCLUDE THE FOLLOWING DFARS CLAUSES:

| No. | Title of Provision | FAR Clause |
|------------|--|-------------------|
| 1. | Notice of Prohibition Relating to Organizational Conflict of Interest –Major Defense Acquisition Program | 252.209-7008 |
| 2. | Organizational Conflict of Interest – Major Defense Acquisition Program | 252-209-7009 |
| 3. | Earned Value Management System (Orders over \$50M) | 252.234-7002 |
| 4. | Notice of Cost and Software Data Reporting System | 252.234-7003 |

I. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement based upon the type of the contract, cost reimbursement, time and material, or labor hours, between Plasma and the Seller where the end customer is the United States Government:

| No. | Title of Provision | FAR Clause |
|------------|---|-------------------|
| 1. | Facilities Capital Cost of Money | 52.215-16 |
| 2. | Waiver of Facilities – Capital Cost of Money | 52.215-17 |
| 3. | Allowable Cost and Payment (cost reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (d)(5) | 52.216-7 |
| 4. | Fixed Fee – applicable if this is a cost plus fixed fee order | 52.216-8 |
| 5. | Incentive Fee – applicable if this is a cost plus incentive fee order | 52.216-10 |
| 6. | Cost Contract – No Fee – applicable if this is a cost no fee order | 52.216-11 |
| 7. | Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order | 52.216-12 |
| 8. | Payment for Overtime premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order | 52.222-2 |
| 9. | Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) | 52.222-43 |
| 10. | Fair Labor Standards Act and Service Contract Act -- Price Adjustment | 52.222-44 |
| 11. | State of New Mexico Gross Receipts and Compensating Tax | 52.229-10 |
| 12. | Payments under Time-and Materials and Labor-Hour Contracts (“schedule” means Purchase order, “voucher(s)” means Purchase order. “Government” means Buyer And “Contracting Officer” means Buyer Purchasing Representative | 52.232-7 |
| 13. | Limitation of Cost (if fully funded) | 52.232-20 |
| 14. | Limitation of Funds (if incrementally funded) | 52.232-22 |
| 15. | Stop Work Order | 52.242-15 Alt I |
| 16. | Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order | 52.243-2 |
| 17. | Changes – Time and Material or Labor-Hours – applicable if this is a time and material or labor hour order | 52.243-3 |
| 18. | Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. | 52.246-3 |
| 19. | Inspection of Services (Cost –Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government”(provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. | 52.246-5 |
| 20. | Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause | 52.246-6 |

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|-----|---|-----------------|
| | for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. | |
| 21. | Submission of Transportation Documents for Audit | 52.247-67 |
| 22. | Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to time and material or labor-hour orders only. | 52.249-6 Alt IV |
| 23. | Excusable Delay | 52.249-14 |

J. APPLICABLE TO CONSTRUCTION ORDERS:

| No. | Title of Provision | FAR Clause |
|-----|---|------------|
| 1. | Subcontracts (Labor Standards) | 52.222-11 |
| 2. | Affirmative Action Compliance Requirements for Construction (over \$10,000) | 52.222-27 |
| 3. | Notice of Requirement for Project Labor Agreement | 52.222-33 |
| 4. | Project Labor Agreement | 52.222-34 |
| 5. | Affirmative Procurement of Bio-based Products Under Service and Construction Contracts | 52.223-2 |
| 6. | Buy American Act – Construction Materials | 52.225-9 |
| 7. | Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials | 52.225-10 |
| 8. | Buy American Act – Construction Materials Under Trade Agreements | 52.225-11 |
| 9. | Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials | 52.225-21 |
| 10. | Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials | 52.225-22 |
| 11. | Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials Under Trade Agreements | 52.225-23 |
| 12. | Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements | 52.225-24 |
| 13. | North Carolina State and Local Sales and Use Tax | 52.229-2 |
| 14. | Prompt payment for construction contracts | 52.232-27 |
| 15. | Inspection of Construction | 52.246-12 |
| 16. | Value Engineering – Construction over \$65K | 52.248-3 |

1. **Certifications:** The Seller, by signing its offer and entering into an agreement with Plasma, hereby certifies compliance with the following clauses and is, therefore eligible for award.

| No. | Title of Provision | FAR Clause |
|-----|--|------------|
| 1. | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000) | 52.203-11 |
| 2. | Certification for Federal Funding Accountability and Transparency Act (FFATA) | 52.204-10 |
| 3. | Certification Regarding Responsibility Matters | 52.209-5 |
| 4. | Protecting the Government’s Interest when Subcontracting with Contractors Debarred, | 52.209-6 |

| | | |
|-----|--|-----------|
| | Suspended, or Proposed for Debarment (over \$30,000) | |
| 5. | Certification Regarding Knowledge of Child Labor for Listed End Products | 52.222-18 |
| 6. | Previous Contracts and Compliance Reports (over \$10,000 and includes 52.222-26) | 52.222-22 |
| 7. | Affirmative Action Compliance | 52.222-25 |
| 8. | Affirmative Action for workers with Disabilities (over \$15K) | 52.222-36 |
| 9. | Bio-based Product Certification | 52.223-1 |
| 10. | Recovered Material Certification | 52.223-4 |
| 11. | Prohibition on Conducting Restricted Business Operations in Sudan Certification | 52.225-20 |
| 12. | Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran | 52.225-25 |
| 13. | Cost Accounting Standards Notices and Certifications | 52.230-15 |

2. **American Recovery and Reinvestment Act (AARA) of 2009:** The following FAR clauses are applicable to all contracts

| No. | Title of Provision | FAR Clause |
|-----|--|------------|
| 1. | Whistleblower Protections under the Recovery Act | 52.203-15 |
| 2. | Reporting Requiring | 52.204-11 |
| 3. | Audit and Records (Sealed Bidding) | 52.214-26 |

3. **Additional Clauses:**

A. **Cost Accounting Standards (Applicable unless otherwise exempt):**

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

B. **Truth In Negotiations:**

Certified Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled "Subcontractor Certified Cost or Pricing Data" is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

1. **Indemnification:**

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.
- b. The phrase "certified cost or pricing data" as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment

was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Certified Cost or Pricing Data for Changes:

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000 or \$700,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR §15.406- 2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or "Other Cost and Pricing Data" from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

C. DISPUTES – GOVERNMENT CONTRACTS:

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, "DISPUTES", as found in Corporate Form FSMK017 of the Subcontract.

1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order – provided that
 - a. The Buyer notifies with reasonable promptness the Seller of such decision
 - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
 - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal
2. Any decision upon such appeal, when final, shall be binding upon the Seller.
3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
5. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order
6. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict buyer from taking actions, included available remedies, it deems appropriate to protest its own interests.
7. As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.