

**INCORPORATION OF FAR AND DFARS CLAUSES**

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

**GOVERNMENT SUBCONTRACT**

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

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

**CLAUSES APPLICABLE TO SUBCONTRACTS WITHOUT REGARD TO DOLLAR VALUE:**

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applies if the subcontract is funded under ARRA)

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation" (Applicable to solicitations when the clause is in Buyer's customer's solicitation.)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Pursuant to paragraph (f), the Contractor must include the substance of this clause, including the flowdown requirement, in subcontracts)

FAR 52.204-2 Security Requirements (applicable to subcontracts that involve access to classified information)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (applicable to subcontracts when SELLER's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a

FAR 52.204-21 Federally-controlled information system) Basis 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 and Other 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

FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition

FAR 52.211-5 Material Requirements

FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use

FAR 52.211-15 Defense Priority and Allocation Requirements

FAR 52.215-9 Changes or Additions to Make-or-Buy Program

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (applicable to solicitations for subcontracts that will incorporate FAR 52.215-23 or 52.215-23 Alt I)

FAR 52.217-9 Option to Extend Term of the Contract

FAR 52.219-8 Utilization of Small Business Concerns

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (applicable to subcontracts that require or involve the employment of laborers and mechanics at any tier)

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 52.222-55 Minimum Wages Under Executive Order 13658

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706

FAR 52.223-3 Hazardous Material Identification and Material 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 52.223-6 Drug Free Workplace

FAR 52.223-7 Notice of Radioactive Materials

FAR 52.223-11 Ozone-Depleting Substances

FAR 52.224-1 Privacy act Notification (applicable to subcontracts when the design, development, or operation of a system of records on individuals is required to accomplish an agency function)

FAR 52.224-2 Privacy Act (applicable to subcontracts that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act)

FAR 52.225-1 Buy American Act – Supplies

FAR 52.225-5 Trade Agreements

FAR 52.225-8 Duty-Free Entry

FAR 52.225-13 Restrictions on Certain Foreign Purchases

FAR 52.227-9 Refund of Royalties (applicable to subcontracts in

	which the amount of royalties reported during negotiation of the subcontract exceeds \$250)		than those listed in FAR 45.104 or DFARS 245.104)
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 52.245-1 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 52.227-11	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 52.246-4 FAR 52.246-8	Inspection of Services – Fixed-Price Inspection of Research and Development – Cost Reimbursable
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 52.246-9 FAR 52.246-11	Inspection of Research and Development (Short Form) Higher Level Contract Quality Requirement (applicable if higher level quality standards included apply to subcontractor per 52.246-11 (b))
FAR 52.227-14	Rights in Data – General	FAR 52.246-16	Responsibility of Supplies
FAR 52.227-19	Commercial Computer Software License	FAR 52.246-17	Warranty of Supplies of a Noncomplex Nature (applicable for fixed price supply order)
FAR 52.228-3	Workers’ Compensation Insurance (Defense Base Act)	FAR 52.246-18	Warranty of Supplies of Complex Nature (applicable for fixed-price supply or research and development orders)
FAR 52.228-4	Workers’ Compensation Insurance and War Hazard Insurance Overseas	FAR 52.246-20	Warranty of Services (applicable to fixed price orders for services)
FAR 52.228-5	Insurance – Work on a Government Installation	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (applicable to subcontracts that involve international air transportation)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies if SELLER is a small business concern, but does <i>not</i> apply if MERCURY SYSTEMS does not receive accelerated payments under the prime contract or higher-tier subcontract)	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
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 52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (applicable to fixed price orders less than the simplified acquisition threshold)
FAR 52.234-1	Industrial Resources Developed Under Defense Production Act Title III	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 52.236-13	Accident Prevention (applicable to fixed-price construction, fixed-price dismantling, demolition, or removal of improvements subcontracts)	FAR 52.249-5	Termination for Convenience of the Government (Educational and other Nonprofit Institutions)
FAR 52.237-2	Protection of Government Buildings, Equipment and Vegetation	FAR 52.249-8	Default (Fixed-Price Supply and Service) (timely performance is a material element of this subcontract)
FAR 52.241-15	Stop-Work Order	FAR 52.251-1	Government Supply Source (When the contracting officer authorizes use of Government supply sources for contract performance).
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 52.242-15	Stop Work Order (applicable to construction or architect engineer contract)		
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 Items		
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		

**CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE MICRO-PURCHASE THRESHOLD (AS DEFINED AT FAR 2.101) ALSO INCLUDE:**

- FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies
- FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

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

- FAR 52.222-21 Prohibition of Segregated Facilities
- FAR 52.222-26 Equal Opportunity
- FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act

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

- FAR 52.222-36 Affirmative Action for Workers with Disabilities

**CLAUSES APPLICABLE TO SUBCONTRACTS OF \$30,000 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 \$35,000 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 \$150,000 ALSO INCLUDE:**

FAR 52.202-1 Definitions  
 FAR 52.203-3 Gratuities  
 FAR 52.203-7 Anti-Kickback Procedures (except subparagraph (c)(1) of the clause)  
 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions  
 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 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment  
 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  
 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 performance period of 120 days or more)  
 FAR 52.248-1 Value Engineering  
 FAR 52.249-9 Default (Fixed-Price Research and Development)

**CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101; CURRENTLY \$250,000) ALSO INCLUDE:**

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 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights  
 FAR 52.215-2 Audit and Records – Negotiations (applicable to subcontracts: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type, or any combination of these; (ii) for which certified cost or pricing data are required; or (iii) that require SELLER to furnish reports as discussed in paragraph (e) of the clause)  
 FAR 52.215-14 Integrity of Unit Prices (except paragraph (b))  
 FAR 52.215-23 & Alt I Limitations on Pass-Through Charges (include Alternate I if it is included in the prime contract) (applicable to cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this

clause is applicable to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)

FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors  
 FAR 52.227-1 Authorization and Consent (and Alt I) (include Alternate I if it is included in the prime contract)  
 FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
 FAR 52.229-3 Federal State and Local Taxes

**CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000 ALSO INCLUDE:**

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (In paragraph (b)(3)(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)

**CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$750,000 ALSO INCLUDE:**

FAR 52.219-9 Small Business Subcontracting Plan

**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 52.215-16 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



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FAR 52.216-12	cost-no-fee subcontract) Cost-Sharing Contract – No Fee (applicable if this is a cost-sharing, no fee subcontract)	FAR 52.249-14	labor-hour subcontracts only) Excusable Delays
FAR 52.222-2	Payment for Overtime Premiums (insert “0%” in paragraph (a) unless indicated otherwise in the subcontract)	<b>ADDITIONAL CLAUSES:</b>	
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)	<b><u>COST ACCOUNTING STANDARDS (applicable when stated in the subcontract)</u></b>	
FAR 52.232-7	Payments under Time-And-Materials and Labor-Hour Contracts (“schedule” means this subcontract, “voucher(s)” means invoice(s))	FAR 52.230-2	Cost Accounting Standards
FAR 52.232-20	Limitation of Cost (applicable to fully-funded subcontracts)	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices
FAR 52.232-22	Limitation of Funds (applicable to incrementally-funded subcontracts)	FAR 52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
FAR 52.243-2	Changes – Cost-Reimbursement (applicable to cost-reimbursement subcontracts)	FAR 52.230-5	Cost Accounting Standards – Educational Institution
FAR 52.243-3	Changes – Time-And-Materials or Labor-Hour Contracts (applicable to time-and-materials or labor-hour subcontracts)	FAR 52.230-6	Administration of Cost Accounting Standards
FAR 52.244-2	Subcontracts (paragraphs (g) and (h) only apply)	<b><u>CLAUSES APPLICABLE TO ALL SUBCONTRACTS WITHOUT REGARD TO DOLLAR VALUE:</u></b>	
FAR 52.246-2	Inspection of Supplies – Fixed-Price	DFARS 252-203-7002	Requirement to Inform Employees of Whistleblower Rights
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)	DFARS 252-203-7003	Agency Office of the Inspector General 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)
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)	DFARS 252.204-7000	Compliance with Safeguarding Covered Defense Information Controls Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
FAR 52.246-6	Inspection – Time-And-Materials And Labor-Hour (“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)	DFARS 252.204-7008	Safeguarding Covered Defense Information and Cyber Incident Reporting (Seller shall (i) notify Mercury Systems, Inc. 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.)
FAR 52.247-67	Submission of Transportation Documents for Audit (provided transportation will be reimbursed as a direct charge to the contract)	DFARS 252.204-7009	Notice of Authorized Disclosure of Information to Litigation Support Contractors
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; in paragraph (f) change “1 year” to “six months”; Alternate IV is applicable to time-and-materials or	DFARS 252.204-7015	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
		DFARS 252.204-7018	Notice of NIST SP 800-171 DoD Assessment Requirements
		DFARS 252.204-7019	NIST SP 800-171 DoD Assessment Requirements
		DFARS 252.204-7020	Cybersecurity Maturity Certification Requirement
		DFARS 252.204-7021	Intent To Furnish Precious Metals As Government-Furnished Material (applicable to subcontracts when the item being purchased contains precious metals)
		DFARS 252.208-7000	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 252.211-7003	Reporting Of Government-Furnished
		DFARS 252.211-7007	



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	Property (applicable to subcontracts when FAR 52.245-1 is in the prime contract, and SELLER is in possession of Government Property; SELLER will comply with paragraph (d) of this clause)	DFARS 252.225-7010	the Government)
DFARS 252.215-7000	Pricing Adjustments (applicable to subcontracts when FAR 52.215-11, FAR 52.215-12 or FAR 52.215-13 applies to this Subcontract)	DFARS 252.225-7012	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (applicable to solicitations for subcontracts that will incorporate DFARS 252.225-7009)
DFARS 252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding	DFARS 252.225-7013 DFARS 252.225-7015	Preference for Certain Domestic Commodities Duty-Free Entry
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 252.225-7016	Restriction on Acquisition of Hand or Measuring Tools
DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives (“Government” means the Government and/or MERCURY SYSTEMS)	DFARS 252.225-7021	Restriction on Acquisition of Ball and Roller Bearings
DFARS 252.223-7003	Change In Place Of Performance – Ammunition and Explosives	DFARS 252.225-7025 DFARS 252.225-7027	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 252.223-7006 & Alt. I	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (applicable to subcontracts that require, may require, or permit SELLER to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause; includes Alternate I if it is in the prime contract)	DFARS 252.225-7028	Restriction on Acquisition of Forgings
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 252.225-7030	Restriction on Contingent Fees For Foreign Military Sales
DFARS 252.223-7008	Prohibition of Hexavalent CHROMIUM (applicable to all subcontracts for supplies, maintenance and repair services, or construction materials)	DFARS 252.225-7031 DFARS 252.225-7039	Exclusionary Policies and Practices of Foreign Governments
DFARS 252.225-7001	Buy American Act and Balance Of Payments Program	DFARS 252.225-7040	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	DFARS 252.225-7043	Secondary Arab Boycott of Israel
DFARS 252.225-7007	Prohibition on Acquisition of United States Munitions List 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 252.225-7048 DFARS 252.225-7993	Defense Contractors Performing Private Security Functions Outside of the United States
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 252.225-7994	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 252.225-7009	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	DFARS 252.227-7013	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 252.227-7014	Export-Controlled Items
			Dev 2015-00016 Prohibition on Contracting with the enemy
			Dev 2015-00016 Additional access to Contractor and Subcontractor In the United States Central Command Theater of Operations
			Rights In Technical Data – Noncommercial Items (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 items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs)
			Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applicable to solicitations and resulting subcontracts when SELLER’s performance will require delivery of computer software or computer software documentation)



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(FAR PART 15)**

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DFARS 252.227-7015	Technical Data – Commercial Items (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 252.228-7005	production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies) Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
DFARS 252.227-7016	Rights in Bid or Proposal Information (applicable to solicitations and resulting subcontracts that will include DFARS 252.227-7013, 252.227-7014, or 252.227-7018)	DFARS 252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs
DFARS 252.227-7017	Identification and Assertion of Use, Release, Or Disclosure Restrictions (applicable to solicitations and resulting subcontracts that will include DFARS 252.227-7013, 252.227-7014, or 252.227-7018)	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 252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	DFARS 252.234-7002	Earned Value Management System (excludes the requirements in paragraph (c) of the clause)
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 252.234-7004	Cost and Software Data Reporting System (Applies as described in the CSDR contract plan)
DFARS 252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	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 252.227-7026	Deferred Delivery of Technical Data or Computer Software	DFARS 252.239-7010	Cloud Computing Services” (Applicable to Purchase Orders that involve or may involve cloud services)
DFARS 252.227-7027	Deferred Ordering Of Technical Data or Computer Software	DFARS 252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services (applicable to subcontracts that require the securing of telecommunications)
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 252.239-7017	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 252.227-7030	Technical Data – Withholding of Payment (applicable to solicitations and resulting subcontracts that will include DFARS 252.227-7013 or 252.227-7018)	DFARS 252.239-7018	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 252.227-7032	Rights in Technical Data and Computer Software (Foreign) (applicable to all orders with foreign contractors to be performed overseas except Canada)	DFARS 252.243-7001	Pricing of Contract Modifications
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (applicable to subcontracts requiring the delivery of technical data)	DFARS 252.244-7001	Contractor Purchasing System Administration
DFARS 252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (applicable to subcontracts for experimental, developmental, or research work if the SELLER is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303)	DFARS 252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property
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 252.245-7002	Reporting Loss of Government Property
DFARS 252.228-7001	Ground And Flight Risk (applicable to solicitations and resulting subcontracts for the acquisition, development,	DFARS 252-246-7000	Material Inspection and Receiving Report
		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)



**MERCURY SYSTEMS, INC. FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS  
(FAR PART 15)**

Innovation That Matters®  
By and For People Who Matter

DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System (applicable to solicitations and resulting subcontracts for (i) electronic parts; (ii) end items, component parts, or assemblies containing electronic parts; and (iii) services where the subcontractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service)	DFARS 252.219-7004	Alternate I if it is included in the prime contract) Small Business Subcontracting Plan (Test Program) (applicable to subcontracts that offer further subcontracting possibilities)
DFARS 252.246-7008	Sources of Electronic Parts (JUL 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.	DFARS 252.225-7004	Quarterly Reporting of Actual Contract Performance Outside the United States (applicable to subcontracts when SELLER is a first-tier subcontractor)
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer		
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea		
<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OF \$150,000 OR MORE ALSO INCLUDE:</u></b>		<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$1,000,000 ALSO INCLUDE:</u></b>	
DFARS 252.209-7004	Subcontracting With Firms That Are Owned or Controlled By the Government of a Terrorist Country	DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (applicable to subcontracts issued under prime contracts containing the clause)
DFARS 252.249-7002	Notification of Anticipated Contract Terminations or Reductions (except paragraph (d)(1))	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)
<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101; CURRENTLY \$250,000) ALSO INCLUDE:</u></b>		<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$1,500,000 ALSO INCLUDE:</u></b>	
DFARS 252.203-7001	Prohibition on Persons Convicted Of Fraud or Other Defense-Contract-Related Felonies	DFARS 252.211-7000	Acquisition Streamlining
DFARS 252.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	<b><u>J. CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$2,000,000 ALSO INCLUDE:</u></b>	
DFARS 252.243-7002	Requests for Equitable Adjustment	DFARS 252.215-7009	Proposal Adequacy Checklist
DFARS 252.247-7023	Transportation of Supplies by Sea (applies in lieu of FAR 52.247-64; in the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence; paragraphs (f) and (g) shall not apply if the subcontract is valued at or below the simplified acquisition threshold)	DFARS 252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JAN 2018) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "MERCURY SYSTEMS" Paragraph (b)(ii)(E) is deleted.
<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$500,000 ALSO INCLUDE:</u></b>		<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$6,000,000 ALSO INCLUDE:</u></b>	
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	DFARS 252.203-7003	Agency Office of the Inspector General (applicable only if FAR 52.203-13 is included in this Subcontract)
<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$700,000 ALSO INCLUDE:</u></b>		DFARS 252.203-7004	Display Of Fraud Hotline Poster(s) (applicable to all subcontracts except those that are for acquisition of commercial items, or that will be performed entirely outside the United States; if applicable, used in lieu of FAR 52.203-14 "Display of Hotline Poster(s)")
DFARS 252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program (applicable to orders over the certified cost or pricing data threshold and 10% of the value of the contract under which the subcontract is awarded)	<b><u>CLAUSES APPLICABLE TO SUBCONTRACTS OVER \$50,000,000 ALSO INCLUDE:</u></b>	
DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts (applicable to subcontracts under prime contracts that contain FAR 52.219-9; include	DFARS 252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program
		DFARS 252.234-7002	Earned Value Management System
		DFARS 252.234-7003	Notice of Cost and Software Data Reporting System