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Note: This document applies to Kratos RT Logic, Inc.

Department of Defense (DFAR) Government Contract Provisions

Version 1.1
02 January 2020

INCORPORATION OF FAR CLAUSES

The following terms and conditions apply for purchase orders, subcontracts, or other applicable agreements issued in support of a US Government Department of Defense prime contractor subcontract, in addition to the Kratos RT Logic Inc. ("Kratos") Terms and Conditions, Standard and FAR Contract Provisions:

The Department of Defense FAR Supplement (hereinafter "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 Contract. Seller agrees to flow down all applicable DFARS clauses to its lowest tier suppliers/subcontractors. For the acquisition of commercial items under Orders placed in support of, and charged to, a U.S. Government prime contract or subcontract, the only FAR clauses that are required by FAR 52.266-6 are those annotated with * after the DFAR clause number. For the definition of a commercial item see FAR 2.101.

In the event of a conflict between these DFAR provisions and Kratos' Terms and Conditions, Standard, Kratos DFAR Government Provisions the DFAR provisions shall prevail.

If any DFAR clauses do not apply to a specific Order, such clauses are considered to be self-deleting.

DEBARMENT OR SUSPENSION

Seller represents and warrants that it is not currently debarred, suspended, or proposed for debarment or suspension by any federal or state agency.

AMENDMENTS REQUIRED BY THE PRIME CONTRACT

Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

PRESERVATION OF THE US GOVERNMENT'S RIGHTS

If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the US Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other US Government prime contracts.

KRATOS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In situations in which Buyer is a prime contractor to the U.S. Government, Buyer may be required to comply with the Federal Funding Accountability and Transparency Act (FFATA) as required in FAR 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards. In such situations, Seller shall provide the executive compensation information requested and required by the Buyer to comply with FAR 52.204-10.

Seller acknowledges that Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires all reported information be made public by the Government.

DEFENSE FEDERAL ACQUISITION REGULATIONS (DFARS)

252.203-7000	Requirement relating to Compensation of Former DOD Officials
252.203-7001	Prohibition of Persons Convicted of Fraud or Other Defense-Contract Related Felonies (“Government” is not changed throughout this clause; the terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d); delete paragraph (g); in paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer not the Government; in paragraph (f), communication to the Contracting Officer shall go through Buyer’s Purchasing Representative
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights
252.203-7999*	Prohibition on Contracting with Entities that Require Certain Internal Confidential Agreements
252.204-7000	Disclosure of Information
252.204-7009*	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (applies if Order is for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting)
252.204-7010*	Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (applies if the Order is subject to provisions in U.S.-International Atomic Energy Agency Additional Protocol)
252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting (applies to Orders for operationally critical support or for which performance will involve a covered contractor information system)
252.204-7014*	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015*	Disclosure of Information to Litigation Support Contractors
252.208-7000*	Intent to Furnish Precious Metals as Government-Furnished Material
252.211-7003*	Item Unique Identification and Valuation (applies if the Order requires the Work to contain “unique item identification”; items subject to unique item identification are identified elsewhere in this Order; all reports required to be

	submitted under this clause shall be made through Buyer's Purchasing Representative)
252-215-7002	Cost Estimating System Requirements
252.222-7000	Restrictions Employment of Personnel
252.223-7001*	Hazard Warning Labels (applies if this Order requires delivery, treatment or disposal of hazardous materials)
252.223-7002*	Safety Precautions for Ammunition and Explosives (applies if the Order involves ammunition or explosives; "Government" means "Government and Buyer"; any communication to the Contracting Officer shall be through Buyer's Purchasing Representative; delete "prime" in paragraph (g)(1)(ii) and add "and Buyer's Purchasing Representative," and delete "substituting its name for references to the Government")
252.223-7003*	Change in Place of Performance – Ammunition and Explosives (applies if DFARS 252.223-7002 applies to this Order; "Government" shall mean "Government or Buyer")
252-223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (applies to Orders which require, or may require, access to a DoD installation)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials (applies to Orders which require, or may require, access to a DoD installation)
252-223-7007*	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (applies if Order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Seller as Government Furnished Property)
252.223-7008*	Prohibition of Hexavalent Chromium
252.225-7001*	Buy American Act and Balance of Payments Program (applies if the Work contains other than domestic components: applies in lieu of FAR 52.225-1)
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside of the United States
252.225-7007*	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies if Seller is supplying items on U.S. Munitions list)
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if aircraft, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition contain specialty metals; delete paragraphs (d) and (e)(1))

252.225-7012*	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry (applies in lieu of FAR 52.225-8; if the prime contract number and identity of the Contracting Officer is not available, contact Buyer's Purchasing Representative)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (applies if Work supplied under this Order contains ball or roller bearings)
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain (applies to Orders for items containing welded shipboard anchor and mooring chain, 4-inches or less in diameter)
252.225-7021*	Trade Agreements (applies if the Work contains other than U.S.-made qualifying country or designated country end products; applies in lieu of FAR 52.225-5)
252.247-7023	Transportation of Supplies by Sea
252.225-7025	Restriction on Acquisition of Forgings (applies to Orders for forging items)
252.225-7027*	Restriction on Contingent Fees for Foreign Military Sales (applies to Orders for Foreign Military Sales)
252.225-7028*	Exclusionary Policies and Practices of Foreign Governments (applies to Orders for Foreign Military Sales)
252.225-7030*	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (applies to Orders that (1) require delivery to the Government of carbon, alloy, or armor steel plate that will be used in a Government-owned facility or (2) require contractors operating in a Government-owned facility or a facility under the control of the DoD to purchase carbon, alloy, or armor steel plate)
252.225-7031*	Secondary Arab Boycott of Israel
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
252.225-7047	Exports by Approved Community Members in Performance of the Contract (if Order may require exports or transfers of qualifying defense articles)
252.225-7048	Export-Controlled Items
252-227-7013*	Rights in Technical Data—Noncommercial Items (applies in lieu of FAR 52.227-14)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
252.227-7015*	Technical Data-Commercial Items (applies whenever any technical data related to commercial items developed in any part at private expense will be provided under this Order for delivery to the Government)
252.227-7016	Rights in Bid and Proposal Information (no substitutions for "Government or Contracting Officer are made)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252-227-7018	Rights in Non-Commercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program

252.227-7019*	Validation of Asserted Restrictions—Computer Software (applies to Orders where computer software will be furnished to the Government)
252.227-7020	Rights in Special Works
252.227-7025	Limitations on the Use and Disclosure of Government-Furnished Information Marked with Restrictive Legends (in paragraph (c), "Government" means "Government and Buyer")
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (the definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to the contract; "Government" means "Government or Buyer")
252.227-7030	Technical Data-Withholding of Payment (in paragraph (b), "Government" means "Government or Buyer")
252.227-7033	Rights in Shop Drawings
252.227-7037*	Validation of Restrictive Markings on Technical Data (no substitutions for "Government" or "Contracting Officer" are made)
252.227-7038	Patent Rights - Ownership by Contractor (Large Business) (applies if Seller is not a small business or nonprofit organization subject to FAR 52.227-11 and the Order is for experimental, developmental, or research work)
252.227-7039	Patents – Reporting of Subject Inventions (applies to Orders that will include FAR 52.227-11)
252.228-7001	Ground and Flight Risk (applies to Orders for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (in paragraph (a), communications to the Contracting Officer shall go through Buyer's Purchasing Representative; in paragraph (b), "Government" means "Government and Buyer")
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs (if Order exceeds $500.00)
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization (applies if this Order requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization)
252.236-7013*	Requirement for Competition Opportunity for American Steel Producers, Fabricators and Manufacturers (applies only to Orders that involve the acquisition of steel as a construction material)

252.237-7019*	Training for Contractor Personnel Interacting with Detainees (applies only to Orders that may require Seller's personnel to interact with detainees in the course of their duties)
252.237-7023	Continuation of Essential Contractor Services
252.239-7010*	Cloud Computing Services (applies if Order involves or may involve cloud services)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (applies to all Orders requiring securing telecommunications)
252.239-7018*	Supply Chain Risk (applies if Order involves the development or delivery of any information technology, whether acquired as a service or as a supply; "Government" means "Government or Buyer")
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.244-7000*	Subcontracts for Commercial Items
252.246-7001	Warranty of Data
252.246-7003*	Notification of Potential Safety Issues (applies if this Order is for (i) 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; Seller shall provide notifications to Buyer and the Contracting Officer identified to Seller)
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Orders for electronic parts or assemblies containing electronic parts)
252.246-7008*	Sources of Electronic Parts (applies to Orders for electronic parts or assemblies containing electronic parts)
252.247-7023	Transportation of Supplies by Sea - Basic
252.247-7024*	Notification of Transportation of Supplies by Sea

POs Greater Than $700,000

252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (applies if FAR 52.219-9 applies to this Order)

Orders Over $1,000,000 Shall Also Include the Following:

252.211-7000*	Acquisition Streamlining (applies if Order is greater than $1,500,000)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (the certification in paragraph (b)(2) applies to both Seller and to Seller's covered subcontractors)
252.225-7033	Waiver of United Kingdom Levies (applies if this Order is with a UK firm)

Orders Over $5,500,000 Shall Also Include the Following:

252.203-7004	Display Hotline Posters (applies in lieu of FAR 52.203-14; does not apply to the acquisition of a commercial item)

Orders Performed Outside the United States Shall Also Include the Following:

252.225-7040*	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (if the conditions of paragraph (q) apply)
252.225-7043*	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States