



General Terms and Conditions for Commercial Products and Services

1 DEFINITIONS

As used herein, the following terms have the indicated meanings:

“Buyer” is Scientific Applications & Research Associates, Inc. (“SARA”), a California corporation located at 6300 Gateway Drive, Cypress, CA 90630-4844.

"CFR" means the U.S. Code of Federal Regulations.

“DFAR” means the Defense Federal Acquisition Regulation Supplement.

“FAR” means the Federal Acquisition Regulations.

“Goods and/or Services” means separately the goods, supplies, parts, assemblies, technical data, drawings, services or other items to be furnished by Vendor to Buyer including raw materials, components, and intermediate assemblies of such items as applicable.

"Government" means the U.S. Government.

"Purchase Order" means the purchase order, subcontract, or agreement entered into with the Buyer which includes these General Terms and Conditions.

“Vendor ” means the legal entity contracting with SARA.

2 ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The scope of this Purchase Order is limited to the acquisition of commercial products and/or commercial services, as defined in FAR 2.101, and does not include any research, development, or demonstration work.

3 ACCEPTANCE OF PURCHASE ORDER

Vendor accepts Buyer’s PO, and all the terms and conditions contained within the PO, by:

- (a) Executing and returning the PO or acknowledging the PO via email response,
- (b) Starting performance,
- (c) Delivering any Goods or Services, or
- (d) Accepting payment.

Any reference to Vendor’s quotation, bid, proposal, or other document shall not imply acceptance by SARA of any term or condition in such document. SARA will not be responsible for payment of goods supplied or services performed by Vendor without a written PO.

4 COMMERCIAL PRODUCTS AND/OR SERVICES PRICE

Vendor shall furnish the Goods and/or Services covered by the PO in accordance with the prices stated on the face of the PO.



5 COMMERCIAL PRODUCTS AND/OR SERVICES PRICE WARRANTY

The Vendor warrants that the price of the items (whether Goods and/or Services) set forth herein do not exceed those charged by the Vendor to any other customer purchasing the same items in like or smaller quantities.

6 WARRANTY

Notwithstanding inspection and acceptance by the Buyer, the Vendor warrants that the Ordered Items and services furnished will be as specified in the descriptions and specifications of this Purchase Order and free from defects in workmanship, material, and suitable for the purposes intended by SARA and safe for use by SARA, its employees, agents, customers, and all persons affected directly or indirectly thereby. The Seller shall correct any nonconformance with this warranty discovered within either the Vendor's standard commercial warranty period or one year after acceptance or initial use of the supplies or services, whichever is longer.

7 DELIVERY, NOTICES AND PACKING INSTRUCTIONS

Time is of the essence and the Vendor shall furnish the Goods and/or Services covered by the PO in accordance with the delivery schedule stated on the face of the PO.

The Seller shall suitably package the Ordered Item(s) to prevent damage during handling and shipping and ensure all packaging complies with applicable domestic and international regulations. The Seller is responsible for any damage resulting from improper packaging, containerizing, or lack thereof, notwithstanding anything contrary contained in this Purchase Order.

All notices, demands and other communications provided for herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of SARA and Vendor or such other address as either may have designated from time to time. SARA may exercise any right given to it immediately after mailing the letter containing such notice; however, this does not preclude SARA from giving notice in any other legal matter.

8 EXCUSABLE DELAYS

The Vendor will be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify the Buyer in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the Buyer written notice of the cessation of such occurrence. Such notice is for informational purposes only and shall not relieve Vendor of Vendor's obligation to comply with Vendor's delivery requirements. Failure of the Vendor to provide such written notice shall constitute a



waiver of the Buyer subsequently being able to raise an excusable delay as an excuse for failure to perform as otherwise provided in the Purchase Order.

9 DEFAULT AND TERMINATION

Buyer will have the right, in its sole discretion and in addition to any other right or remedy provided by these Terms and/or the PO by applicable law, to terminate all or any part of the PO without liability to the Buyer if an Event of Default (hereinafter defined) shall have occurred.

An "Event of Default" shall occur if Vendor:

- 1) fails to make delivery of the Goods and/or Services in accordance with the delivery dates specified in the PO;
- 2) fails to make progress towards the delivery of the Goods and/or Services so as to endanger performance of the PO;
- 3) fails to comply with any other provisions of the PO and does not cure such failure within ten (10) calendar days after notice from SARA specifying such failure; or
- 4) appears to be insolvent or in an unsound financial condition.

10 INVOICES AND PAYMENT

The Vendor shall submit its invoice at the time of shipment of the Ordered Items or completion of the services, unless otherwise provided in the Purchase Order. The Vendor's invoices must reference the Purchase Order Number and include a complete description of the Ordered Items, prices, and ship dates. Failure to comply with any of these requirements may result in a delay in payment of the invoices for which the Buyer will not be responsible for paying any late fees or interest.

The Buyer will make payment for Ordered Items delivered to the specified delivery destination, and for services completed and accepted by the Buyer. The Buyer may make payments by check or electronic funds transfer. Payment is deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

11 INSPECTION

All Goods and/or Services may be inspected and tested by the Buyer, its customers, higher tier contractors, and (in the case of Goods and/or Services purchased for a U.S. Government contract or subcontract) the U.S. Government at all reasonable times and places, including but not limited to the facilities of Vendor's suppliers. In case any Goods or Services are defective in material or workmanship or are otherwise not in conformity with the requirements of the PO, the Buyer shall have the right to reject them or require their correction.

Unless the PO specifically provides for earlier passage of title, title to Goods and/or Services covered by the PO shall pass to the Buyer upon formal acceptance, regardless of when or where the Buyer takes physical possession.



12 CONFIDENTIALITY AND PROPRIETARY INFORMATION

“Confidential Information” shall mean all of the Buyer’s information disclosed to Vendor in connection with these Terms, the PO or otherwise as well as their terms; provided, however, that “Confidential Information” shall not include information that:

- (1) is or becomes publicly available, other than through the act or negligence of the Vendor.
- (2) was known to Vendor, without restriction, at the time of receipt.
- (3) is rightfully and lawfully obtained by Vendor from a third party and lawfully possessing the same without restriction; or
- (4) is independently developed by the Vendor without having had access to the information disclosed hereunder.

Vendor and its employees and agents shall hold in confidence and shall not disclose, distribute, sell, copy, share, reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Buyer’s Confidential or Proprietary Information that are provided to the Vendor under this Agreement or otherwise use any of the Confidential Information unless authorized by the Buyer in writing.

13 CHANGES

Vendor may, at any time during the progress of Vendor's work, be ordered in writing by SARA, without invalidating this Purchase Order, to make changes in the work of this PO consisting of additions, deletions, deviations, or other revisions, including those required by modifications to the Project issued subsequent to the execution of this Agreement, the PO Price and the PO Time being adjusted accordingly. The Vendor shall, prior to the commencement of such changed or revised work, submit promptly to SARA written copies of a claim for adjustment to the PO Price and PO Time for such revised work in a manner and time consistent with the requirements of the PO. No change orders or modifications of this PO, whether for extras or otherwise, shall be valid unless authorized by SARA in writing after receipt of Vendor's claim for adjustment.

14 GOVERNING LAWS AND REGULATIONS

The Vendor shall ensure Ordered Items are designed, produced, sold, and delivered in accordance with all applicable laws, rules, regulations, and executive orders, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection.

Regardless of its place of negotiation, execution, or performance, this Agreement shall be enforced and interpreted in accordance with the laws of the State of California, without regard to that state’s choice of law statutes and provisions. Any suits, actions and proceedings to enforce this Agreement will be brought and resolved in and by the courts of Orange County, California, U.S.A.



15 LIMITATION OF LIABILITY

Notwithstanding any other provision of these Terms or the PO, SARA's maximum liability to Vendor shall not exceed the PO price of the Goods and/or Services.

16 INDEMNIFICATION

Vendor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless SARA, and their respective officers, agents and employees from and against all claims, damages, demands, losses and expenses, of whatever nature, including but not limited to attorneys' fees, arising out of or in any way related to the performance of Vendor's work under this PO, to the extent caused in whole or in part by any negligent act or omission of the Vendor or Vendor's agents, employees or anyone claiming by or through Vendor, regardless of whether such claim, damage, loss or expense is caused or alleged to have been caused in part by a party indemnified hereunder. With respect to claims against any person or entity indemnified under this paragraph by any employee of the Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor may be liable, the indemnification obligation provided herein shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or others under workers' compensation acts, disability benefit acts, or other employee benefit acts.

17 ASSIGNMENT

Vendor shall not sublet or assign any portion of this PO, nor any monies due or to become due, or Vendor's earnings and compensation hereunder, without the prior written consent of SARA. Any such assignment or subletting without prior written consent of SARA shall be void and of no effect.

18 ENTIRE AGREEMENT

This PO represents the entire and integrated agreement between SARA and Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever unless the same shall be in writing and signed by the parties hereto.

19 DPAS PRIORITY RATING

If so identified, this Purchase Order is a "rated order" certified for national defense use, and Seller's signature constitutes acceptance of and agreement to follow all requirements under the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

20 CLAUSES INCORPORATED BY REFERENCE

The Buyer may use Goods and/or Services purchased under the PO for fulfillment of a U.S. Government contract. The FAR and DFAR clauses listed below are incorporated by reference as



a part of these GENERAL TERMS AND CONDITIONS with the same force and effect as if they were set forth herein in full text and apply as prescribed below. The referenced FAR and DFAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. An electronic version of the clauses may be found at <https://www.acquisition.gov/>.

As used in the clauses, the term "contract" means the Purchase Order; the term "Contractor" means the Vendor; the term "subcontractor" means the Vendor's subcontractor; the term "Government" means the Buyer and the term "Contracting Officer" means The Buyers Representative Analyst, except in FAR clauses 52.204-21, 52.227-1, 52.227-3, 52.227-14, 52.227-19.

APPLICABLE TO ALL PURCHASE ORDERS (POs):

FAR 52.202-1	DEFINITIONS
FAR 52.203-3	GRATUITIES
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS Applies if the Vendor will have Federal contract information residing in or transiting through its information system and the Vendor is not providing commercially available off-the-shelf items.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021), EXCLUDING PARAGRAPH (b)(2)
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS



FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION. Applies if the PO involves the use of laborers or mechanics.
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS
FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (Apr 2026) (Deviation)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA, with ALTERNATE I. Applies if the PO involves delivery of hazardous materials.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.227-3	PATENT INDEMNITY
FAR 52.227-14	RIGHTS IN DATA-GENERAL
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE. Applies to commercial computer software.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS. Applies if the Seller is a small business.
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES OCT 2025) (Deviation APR 2026)
FAR 52.245-1	GOVERNMENT PROPERTY, with ALTERNATE I. Applies if any Government property is furnished or the Vendor acquires property for use that is titled in the Government.
FAR 52.246-26	REPORTING NONCONFORMING ITEMS. Applies if the PO is for 1) items subject to higher-level quality standards in accordance with FAR 52.246-11, Higher-Level Contract Quality Requirement; 2) items determined to be critical items for which use of the clause is appropriate; or 3) for services, if the Seller will furnish, as part of the service, any items that meet the criteria specified herein. The clause does not apply to POs for commercial products or medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS. Applies if the PO involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. Applies only as described in paragraph (e)(4) of the clause.



APPLICABLE IF THE PO EXCEEDS \$2,500:

- FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. Applies if the PO is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.
- FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. Applies if the PO is subject to the Service Contract Labor Standards.
- FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. Applies if the PO is subject to the Service Contract Labor Standards.

APPLICABLE IF THE PO EXCEEDS \$3,500:

- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION, Applies if the Purchase Order is for services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications. The Seller is responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor in the E-Verify system.

APPLICABLE IF THE PO EXCEEDS \$10,000:

- FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
- FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
- FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES

APPLICABLE IF THE PO EXCEEDS \$15,000

- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

APPLICABLE IF THE PO EXCEEDS \$35,000:

- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

APPLICABLE IF THE PO EXCEEDS \$100,000:

- FAR 52.227-1 AUTHORIZATION AND CONSENT

APPLICABLE IF THE PO EXCEEDS \$150,000:

- FAR 52.203-7 ANTI-KICKBACK PROCEDURES, excluding Paragraph (c)(1)



FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS

APPLICABLE IF THE PO EXCEEDS \$250,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020), with ALTERNATE I

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

The following DFARS clauses area applicable to this PO:

DFAR 252.203-7001 Prohibition on persons convicted of fraud or other defense contract-related felonies

DFAR 252.203-7002 Requirements to Inform Employees of Whistleblower Rights

DFAR 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (applies if information provided by SARA to Vendor is identified as covered defense information)

DFAR 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (applicable for any Vendor or Subcontractor that has access to, processes, stores, or transmits Controlled Unclassified Information, CUI. This clause must be flowed down to all subcontractors at all tiers.)

DFAR 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (applicable for any Vendor or Subcontractor that has access to, processes, stores, or transmits Controlled Unclassified Information, CUI. This clause must be flowed down to all subcontractors at all tiers.)

DFAR 252.204-7020 NIST SP800-171 DoD ASSESSMENT REQUIREMENTS (applicable for any Vendor or Subcontractor that has access to, processes, stores, or transmits Controlled Unclassified Information, CUI. This clause must be flowed down to all subcontractors at all tiers.)



DFARS 252.204-7021 Cybersecurity Maturity Model Certification Requirements

DFAR 252.209-7004 Subcontracting with Firms that are owned or controlled by the government of a terrorist country

(END OF GENERAL TERMS AND CONDITIONS)