

LONG WAVE INCORPORATED
FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASES
ISSUED UNDER U.S. GOVERNMENT PRIME CONTRACT (FA8106-09-D-0001)

The following clauses set forth in the FAR, DFARS, and AFFARS are incorporated herein by reference with the same force and effect as if they were given in full text. Where necessary to make the clauses applicable to this subcontract/purchase order, "Contractor" shall mean "Seller," "Contracting Officer" shall mean "Buyer," and the "Government" shall mean "Buyer" whenever appearing in the clauses. The effective date of each clause incorporated herein shall be that in effect as of the date of the subcontract or purchase order. If any of the following clauses do not apply to a particular subcontract or purchase order, such clauses are considered to be self-deleting. The full text of such clause(s) is available at the following URL: <http://farsite.hill.af.mil/VFFARA.HTM>.

(A) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.203-3 Gratuities
52.203-5 -- Covenant Against Contingent Fees (over SAP)
52.203-6 Restrictions on Subcontractor Sales to the Govt, Alt I (over SAP)
52.203-7 -- Anti-Kickback Procedures (over SAP)
52.203-13, Contractor Code of Business Ethics and Conduct
52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (RA Funds only)
52.204-9 Personal Identify Verification of Contractor Personnel
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5 -- Material Requirements
52.211-8 Time of Delivery
52.219-8 Utilization of Small Business Concerns
52.219-9 Small Business Subcontracting Plan (over \$650K)
52.219-14 Limitations on Subcontracting
52.233-3 Protest After Award
52.233-4 Applicable Law for Breach of Contract Claim
52.222-3 Convict Labor
52.222-6 Davis-Bacon Act
52.222-19 Child Labor—Cooperation with Authorities and Remedies
52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity (over \$10K)
52.222-35 Equal Opportunity for Veterans (over SAP)
52.222-36 Affirmative Action for Workers with Disabilities
52.222-37 Employment Reports on Veterans
52.222-41 Service Contract Act of 1965
52.222-42 Statement of Equivalent Rates for Federal Hires
52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment
52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment
52.222-50 Combating Trafficking in Persons
52.223-17 -- Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.223-18 Contractor Policy to Ban Text Messaging while Driving
52.225-13 Restrictions on Certain Foreign Purchases
52.228-3 Worker's Compensation Insurance (Defense Base Act)
52.229-6 -- Taxes -- Foreign Fixed-Price Contracts (over SAP)
52.244-6 Subcontracts for Commercial Items
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

(B) The Contractor shall comply with the following Defense Acquisition Regulation (DFAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

252.205-7000 Provision of Information to Cooperative Agreement Holders
252.211-7003 Item Identification and Valuation
252.217-7028 Over and Above Work
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7012 Preference for Certain Domestic Commodities
252.225-7014 Preference for Domestic Specialty Metals (Deviation) (Alt 1)
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7015 Technical Data--Commercial Items
252.229-7006 Value Added Tax Exclusion (United Kingdom)
252.229-7007 Verification of United States Receipt of Goods
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
252.243-7002 Requests For Equitable Adjustment
252.244-7000 Subcontracts for Commercial Items and Commercial Components
252.247-7023 Transportation of Supplies by Sea
252.247-7024 Notification of Transportation of Supplies by Sea

(C) The Contractor shall comply with the following Air Force Federal Acquisition Regulation (AFFARS) clauses in the performance of this subcontract.

5352.223-9001 Health and Safety on Government Installations
5352.242-9000 Contractor Access to Air Force Installations

(D) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference and as modified below:

52.212-4 Contract Terms and Conditions - Commercial Items (applies to all FFP CLINS)
52.212-4 Contract Terms and Conditions - Commercial Items - Alternate I (applies to all T&M and Labor Hour CLINS)
52.212-5 Comptroller General Examination of Record

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims

are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.