**SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS**

**U.S. Government Contracting Terms – Acquisition of Commercial Items and Services**

The goods and/or services to be furnished pursuant to this Supplement to the Purchase Order issued to Seller are in support of a United States Government prime contract or subcontract for a Commercial Item (as defined in 2.1.1 of the Federal Acquisition Regulation (“FAR”)). It is Seller’s responsibility to notify Buyer in writing if Seller will be furnishing products or services which are non-commercial items.

1. Seller certifies that Seller, and its employees, principals and agents, to the best of its knowledge, have not and will not pay any person or organization to influence (or attempt to influence) an officer or employee of the United States of America in connection with the award of any U.S. Government contract or subcontract. Upon request, Seller shall provide a written certification to to Buyer attesting to this statement.
2. Seller represents to Buyer that neither Seller nor any of its principals or employees are ineligible, debarred (or proposed for debarment), suspended, or otherwise excluded by the U.S. Government from participation in federal contracting. To the extent Seller subcontracts and work under this agreement to a third party, Seller must confirm that neither the subcontractor nor any of its principals or employees is debarred, proposed for debarment, suspended or otherwise ineligible to participate in federal contracting.
3. Seller must notify Buyer if Seller desires to subcontract any of its work under this agreement and must obtain approval prior to doing so.
4. Upon request, Seller shall provide a written representations and certifications regarding its size and business operations status, and that of any of its subcontractors, to Buyer.
5. If the Purchase Order is identified as a “rated order” certified for national defense use, Seller shall follow all requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
6. Seller agrees that the following FAR clauses and Defense Federal Acquisition Regulation Supplement clauses (“DFARS”) are incorporated by reference, to the extent they apply to the goods or services provided by Seller without exception or waiver based upon the type, nature, value and location for production of the goods procured or services performed by Seller. The full text of each FAR and DFARS clause is available at [ecfr.gov Title 48](https://www.ecfr.gov/cgi-bin/text-idx?SID=015b09056f5712088200aef196b06ccf&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl).
7. Where applicable, Seller shall incorporate into each new lower tier subcontract all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of Seller or Seller’s lower tier subcontractors to comply with any of the clauses.
8. Whenever necessary, to enable Buyer to meet its obligations, the terms “Government”, “Contracting Officer” and similar terms shall mean Buyer, the term “Contractor” and similar terms shall mean Seller, and the term “Contract” shall mean this Purchase Order and Supplement. However, the terms “Government” and “Contracting Officer” do not change: (1) when modifying “property” (e.g. “Government Property”); (2) in the patent, technical data and software and other intellectual property clauses; (3) when a right, act, authorization or obligation can only be granted or performed by the Government or Contracting Officer; (4) when title to property is to be transferred directly to the Government; (5) when access to proprietary financial information or other proprietary data is required, excepted as provided herein; and (6) where specifically modified herein.
9. In addition to these FAR and DFAR clauses, Seller must comply with 41 C.F.R 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
10. Upon receipt of a written request, Seller shall provide to Buyer all necessary representations and certifications (and any information required with such representations and certifications) regarding Seller’s compliance with these federal regulations and the incorporated FAR and DFARS clauses.

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| **FAR/DFARS CLAUSE** | **TITLE OF PROVISION** |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions |
| 52.203-13 | Contractor Code of Business Ethics and Conduct  |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.204-10 | Reporting Executive Compensation and First Tier Subcontract Awards  |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems  |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities |
| 52.211-15 | Defense Priority and Allocation Requirements  |
| 52.212-4 | Contract Terms And Conditions—Commercial Items (May 2015) |
| 52.212-5 | Contract Terms & Conditions Required to Implement Statutes or Executive Orders – Commercial Items  |
| 52.219-8 | Utilization of Small Business Concerns  |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-26 | Equal Opportunity  |
| 52.222-35 | Equal Opportunity for Veterans  |
| 52.222-36 | Equal Opportunity for Workers with Disabilities  |
| 52.222-37 | Employment Reports on Veterans  |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act  |
| 52.222-41 | Service Contract Labor Standards  |
| 52.222-50 and Alt. I | Combating Trafficking in Persons  |
| 52.222-54 | Employment Eligibility Verification |
| 52.222-55 | Minimum Wages under Executive Order 13658  |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan  |
| 52.222.62 | Paid Sick Leave Under Executive Order 13658 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving  |
| 52.225-13 | Restrictions on Certain Foreign Purchases  |
| 52.227-19 | Commercial Computer Software License  |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors  |
| 52.244-6 | Subcontracts for Commercial Items  |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels  |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights  |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Materials  |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. Subcontractor shall report cyber incidents within 72 hours to ON Semiconductor |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support  |
| 252.211-7003 | Item Unique Identification and Valuation |
| 252.222-7007 | Representation Regarding Combatting Trafficking in Persons  |
| 252.223-7008 | Prohibition of Hexavalent Chromium  |
| 252.225-7048 | Export Controlled Items  |
| 252.226-7001 (only applies if PO exceeds $500,000) | Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns  |
| 252.227-7015 | Technical Data – Commercial Item  |
| 252.227-7037 | Validation of Restrictive Marking on Technical Data  |
| 252.239-7010 | Cloud Computing Services  |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DOD Contracts)  |
| 252.246-7003 | Notification of Potential Safety Issues  |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System  |
| 252.247-7023 | Transportation of Supplies by Sea – Basic  |