The following Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation clauses are incorporated by reference to the extent indicated below. These clauses set forth Seller's minimum obligations and do not diminish any Seller obligations set forth elsewhere in the Subcontract. For purposes of this introductory paragraph and the headings below, the term Subcontract shall include any agreement between Magellan Federal and Seller, to include Subcontracts, Task Orders, Purchase Orders, Basic Ordering Agreements. The effective version of each clause shall be the version that applies to Magellan Federal under its prime contract or higher-tier subcontract. In all cases, the clauses shall be interpreted to apply to Seller as necessary to reflect the position of Seller as a subcontractor to Magellan Federal, to ensure Seller's obligations to Magellan Federal, and to enable Magellan Federal to meet its obligations to its customer. Without limiting the foregoing: (1) unless the context of the clause or applicable law requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean the Subcontract as that term is defined above, the term "Subcontractor" shall mean Seller's subcontractor, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Magellan Federal and Magellan Federal Contractual Representative, respectively; (2) the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property is to be transferred directly to the Government; and (3) where a clause specifies the number of days in which Seller must act, that number shall be reduced by half. Seller shall include any applicable clauses in their subcontracts with lower-tier suppliers to the extent specified in the clauses.

In the event of a conflict between the terms of this Attachment and the terms of the Agreement, the terms of this Attachment shall take precedence.

The full text of a provision may be accessed electronically at the following address:

https://www.acquisition.gov/far

https://www.acquisition.gov/gsam/gsam.html/

https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

FAR	Clause
Applicable to All Subcontracts	
52.203-3	**Gratuities**
52.203-19	**Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**
52.204-23	**Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities**
52.204-25	**Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**
52.204-27	**Prohibition on a ByteDance Covered Application**
52.211-5	**Material Requirements**
52.219-8	**Utilization of Small Business Concerns**
52.222-21	**Prohibition of Segregated Facilities**
52.222-26	**Equal Opportunity**
52.222-50	**Combating Trafficking in Persons**
52.225-13	**Restrictions on Certain Foreign Purchases**

FAR	Clause
52.227-14	**Rights in Data** – General with Alternates II, III, and V (unless another data rights clause is identified as replacing this clause)
52.227-16	**Additional Data Requirements**
52.227-23	**Rights to Proposal Data** (Technical)
52.243-6	**Change Order Accounting**
52.244-6	**Subcontracts for Commercial Products or Commercial Services**
52.247-64	**Preference for Privately Owned U.S. Flag Commercial Vessels**
Applicable to Subcontracts Over $10,000	
52.222-54	**Employment Eligibility Verification**
Applicable to Subcontracts Over the Micro-Purchase Threshold	
52.223-18	**Encouraging Contractor Policies to Ban Text Messaging While Driving**
52.222-40	**Notification of Employee Rights Under the National Labor Relations Act**
Applicable to Subcontracts Over $15,000	
52.222-20	**Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000** (if Subcontract is for manufacture or furnishing of materials, supplies, articles or equipment)
52.222-36	**Equal Employment for Workers with Disabilities**
Applicable to Subcontracts Over $35,000	
52.209-6	**Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**
Applicable to Subcontracts Over $150,000	
52.203-7	**Anti-Kickback Procedure**s (excluding (c)(1))
52.203-11	**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**
52.203-12	**Limitation on Payments to Influence Certain Federal Transactions**
52.222-35	**Equal Opportunity for Veterans**
52.222-37	**Employment Reports on Veterans**
Applicable to Subcontracts Over the Simplified Acquisition Threshold	
52.203-6	**Restrictions on Subcontractor Sales to the Government**
52.203-16	**Preventing Personal Conflicts of Interest** (if Subcontract includes acquisition functions closely associated with inherently governmental functions)
52.203-17	**Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
52.215-2	**Audit and Records – Negotiation** (Alternate I applies if Subcontract is funded in whole or in part with Recovery Act funds)
52.215-14	**Integrity of Unit Prices**
52.227-2	**Notice and Assistance Regarding Patent and Copyright Infringement**
Applicable to Subcontracts Over $750,000	
52.219-9	**Small Business Subcontracting Plan** (unless Seller is a small business)
Applicable to Subcontracts Over the Threshold at FAR 15.403-4	
52.215-12	**Subcontractor Cost or Pricing Data** (if Buyer is required to submit Certified Cost or Pricing Data and Seller is not exempt under FAR 15.403)
52.215-13	**Subcontractor Cost or Pricing Data – Modifications** (if Buyer is required to submit Certified Cost or Pricing Data and Seller is not exempt under FAR 15.403)
52.230-2	**Cost Accounting Standards** (if Seller is required to complete Buyer's CAS certificate prior to award and the Subcontract is not exempt pursuant to 48 C.F.R. 9903.201-1, subject to modified CAS coverage pursuant to 48 C.F.R. 9903.201-2, or Seller is an educational institution (other than an FFRDC) or foreign concern; delete paragraph (b))

FAR	Clause
52.230-3	**Disclosure and Consistency of Cost Accounting Practices** (if Seller is required to complete Buyer's CAS certificate prior to award and the Subcontract is not exempt pursuant to 48 C.F.R. 9903.201-1, subject to full CAS coverage pursuant to 48 C.F.R. 9903.201-1, or Seller is an educational institution (other than an FFRDC) or foreign concern; delete paragraph (b))
52.230-4	**Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns** (if Seller is required to complete Buyer's CAS certificate prior to award and Seller is a foreign concern and Subcontract is not exempt pursuant to 48 C.F.R. 9903.201-1; delete paragraph (b))
52.230-5	**Cost Accounting Standards – Educational Institutions** (if Seller is required to complete Buyer's CAS certificate prior to award and Seller is an educational institution (other than an FFRDC) and Subcontract is not exempt pursuant to 9903.201-1 delete paragraph (b))
52.230-6	**Administration of Cost Accounting Standards** (if 52.230-2, 52.230-3, 52.230-4, or 52.230-5 applies)
Applicable to Subcontracts Over $6,000,000	
52.203-13	**Contractor Code of Business Ethics and Conduct**
52.203-14	**Display of Hotline Posters**
Applicable to Fixed-Price Subcontracts	
52.246-4	**Inspection of Services – Fixed-Price**
52.246-7	**Inspection of Research and Development – Fixed-Price** (applicable to research and development)
Applicable to Time & Material and Labor Hour Subcontracts	
52.216-7	**Allowable Cost and Payment** (applies only to the material portion of time and materials contracts; does not apply to labor hour contracts)
52.232-7	**Payments Under Time-and-Materials and Labor-Hour Contracts**
52.246-6	**Inspection of Time and Material and Labor Hour** (Alternate I applies if inspection and acceptance are performed at Subcontractor's plant)
Applicable to Cost Reimbursement Subcontracts	
52.216-7	**Allowable Cost and Payment**
52.216-8	**Fixed Fee** (if Subcontract includes a fixed fee)
52.216-10	**Incentive Fee** (if Subcontract includes an incentive fee; amount of fee shall be as set forth in Subcontract)
52.222-2	**Payment for Overtime Premiums** (in paragraph (a) add "0")
52.232-20	**Limitation of Cost** (if Subcontract is fully funded)
52.232-22	**Limitation of Funds** (if Subcontract is incrementally funded)
52.233-3	**Protest After Award** with Alternate I
52.242-15	**Stop Work Order** with Alternate I
52.246-3	**Inspection of Supplies – Cost Reimbursement**
52.246-5	**Inspection of Services – Cost Reimbursement**
52.246-8	**Inspection of Research and Development – Cost Reimbursement** (applicable to research and development)
Applicable Only to the Extent Indicated	
52.203-15	**Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (if Subcontract is funded in whole or in part with Recovery Act funds)
52.204-2	**Security Requirements** (if Subcontract involves access to classified information)
52.204-9	**Personal Identity Verification of Contractor Personnel** (if Seller has access to Government facilities or systems)

FAR	Clause
52.204-21	**Basic Safeguarding of Covered Contractor Information System** (is Seller may have Federal contract information, as defined in the clause, residing in or transiting through its information system)
52.207-3	**Right of First Refusal of Employment** (if Subcontract includes work currently performed by Government employees)
52.211-15	**Defense Priority and Allocation Requirements** (applies if the Subcontract is a rated order under subject to 15 C.F.R. 700)
52.215-15	**Pension Adjustment and Asset Reversions** (if Subcontract meets requirements of FAR 15.408(g))
52.215-16	**Facilities Capital Cost of Money** (if Subcontract is subject to FAR 31.2 and Seller proposed facilities capital cost of money)
52.215-17	**Waiver of Facilities Capital Cost of Money** (if Subcontract is subject to FAR 31.2 and Seller did not propose facilities capital cost of money)
52.215-18	**Reversion or Adjustment of Plans for Post-Retirement Benefits** (if Subcontract meets requirements of FAR 15.408(j))
52.215-19	**Notification of Ownership Changes** (if Subcontract meets requirements of FAR 15.408(k))
52.215-23	**Limitation on Pass-Through Charges** (if Subcontract meets requirements of paragraph (f))
52.222-4	**Contract Work Hours and Safety Standards – Overtime Compensation** (if Subcontract requires or involves the employment of laborers and mechanics)
52.222-19	**Child Labor – Cooperation with Authorities and Remedies**
52.222-41	**Service Contract Labor Standards** (if Subcontract is subject to the Service Contract Labor Standards statute)
52.222-51	**Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements** (if services meet all requirements for exemption)
52.222-53	**Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements** (if services meet all requirements for exemption)
52.222-55	**Minimum Wages Under Executive Order 13658** (if Subcontract is subject to Service Contract Labor Standards statute)
52.222-62	**Paid Sick Leave Under Executive Order 13706** (if Subcontract is subject to the Service Contract Act, Davis-Bacon Act, or the Fair Labor Standards Act, but only to the extent work is performed in the United States)
52.223-5	**Pollution Prevention and Right-to-Know Information with Alternate I** (if Subcontract involves work at a Government facility; Alternate II also applies if contractor activities are required to be included within a facility compliance audit or environmental management system audit)
52.224-2	**Privacy Act** (if Subcontract involves system of records on individuals subject to the Privacy Act)
52.228-3	**Worker's Compensation Insurance (Defense Base Act)** (if Defense Base Act applies)
52.228-4	**Workers' Compensation and War-Hazard Insurance Overseas** (if Defense Base Act has been waived)
52.228-5	**Insurance – Work on a Government Installation** (if Subcontract involves work on a Government installation; insurance shall per FAR 28.307-2 unless otherwise stated)
52.232-40	**Providing Accelerated Payments to Small Business Concerns** (if Seller is a small business and Magellan Federal receives accelerated payments under its contract)
52.237-2	**Protection of Government Buildings, Equipment and Vegetation** (if work is performed at a Government facility)
52.237-3	**Continuity of Services** (if Subcontract includes services)
52.237-7	**Indemnification and Medical Liability Insurance** (if Subcontract includes health care services)

FAR	Clause
52.239-1	**Privacy or Security Safeguards** (if Subcontract involves design, development, or operation of a system of records)
52.242-15	**Stop Work Order** (if Subcontract is not cost reimbursement)
52.245-1	**Government Property with Alternate I** (if Subcontract is not cost reimbursement and involves access to Government property)
52.245-9	**Use and Charges** (if Subcontract is not cost reimbursement and involves access to Government property)

DFARS	Clause
Applicable to All Subcontracts	
252.203-7002	**Requirement to Inform Employees of Whistleblower Rights**
252.204-7000	**Disclosure of Information**
252.204-7004	**Antiterrorism Awareness Training for Contractors** (if Subcontract performance requires routine physical access to Federally-controlled facility or military installation)
252.204-7009	**Limitation on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information** (if Subcontract involves support for safeguarding covered defense information or cyber incident reporting)
252.204-7012	**Safeguarding Covered Defense Information and Cyber Incident Reporting** (Seller shall comply with additional cyber security requirements in the terms and conditions to the extent applicable)
252.204-7014	**Limitations on the Use or Disclosure of Information by Litigation Support Contractors** (if Subcontract involves litigation support services)
252.204-7015	**Disclosure of Information to Litigation Support Contractors**
252.204-7018	**Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services**
252.204-7020	**NIST SP 800-171 DoD Assessment Requirements**
252.204-7021	**Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement**
252.209-7004	**Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country**
252.211-7007	**Reporting of Government-Furnished Property** (if Subcontract involves access to Government property; Subcontractor to report through Magellan Federal)
252.222-7002	**Compliance with Local Labor Laws (Overseas)** (if Subcontract includes services outside the U.S.)
252.225-7001	**Buy American and Balance of Payments Program**
252.225-7012	**Preference for Certain Domestic Commodities**
252.225-7043	**Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the U.S.** (if Subcontract involves performance or travel outside the U.S.)
252.225-7048	**Export Controlled Items**
252.227-7015	**Technical Data – Commercial Items**
252.227-7013	**Rights in Technical Data – Noncommercial Items** (replaces FAR 52.227-14 unless another data rights clause is identified as applicable instead; Alternate II applies if Subcontract involves vessel design)
252.227-7014	**Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation** (replaces FAR 52.227-14 unless another data rights clause is identified as applicable instead)
252.227-7019	**Validation of Asserted Restrictions – Computer Software**
252.227-7025	**Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends**
252.227-7028	**Technical Data or Computer Software Previously Delivered to the Government**

DFARS	Clause
252.227-7030	**Technical Data – Withholding of Payment**
252.227-7037	**Validation of Restrictive Markings on Technical Data**
252.227-7038	**Patent Rights – Ownership by the Contractor (Large Business**) (replaces FAR 52.227-11 if Subcontractor is a large business; does not apply if 52.227-13 applies)
252.227-7039	**Patents – Reporting of Subject Inventions** (applies if Subcontract includes FAR 52.227-11)
252.231-7000	**Supplemental Cost Principles**
252.243-7001	**Pricing of Contract Modifications**
252.244-7000	**Subcontracts for Commercial Products or Commercial Services**
252.245-7004	**Reporting, Reutilization, and Disposa**l (if Subcontract involves access to Government property)
252.246-7001	**Warranty of Data**
Applicable to Subcontracts Over $10,000	
252.222-7999	Combating Race and Sex Stereotyping (DEVIATION 2021-O0001)
Applicable to Subcontracts Over $150,000	
252.249-7002	**Notification of Anticipated Contract Termination or Reduction**
Applicable to Subcontracts Over the Simplified Acquisition Threshold	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
Applicable to Subcontracts Over $500,000	
252.226-7001	**Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns**
Applicable to Subcontracts Over $750,000	
252.219-7003	**Small Business Subcontracting Plan** (unless Seller is a small business or DFARS 252.219-7004 applies)
252.225-7004	**Report of Intended Performance Outside the U.S. and Canada – Submission After Awar**d (if Seller Intends to perform, outside the U.S. and Canada, any work that exceeds $750,000)
Applicable to Subcontracts Over $1,000,000	
252.222-7006	**Restriction on the Use of Mandatory Arbitration Agreements**
252.225-7033	**Waiver of United Kingdom Levies** (if Seller is a UK firm)
Applicable to Subcontracts Over $6,000,000	
252.203-7003	**Agency Office of the Inspector General**
252.203-7004	**Display of Fraud Hotline Poster(s)**