

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall govern every agreement between MicroVision, Inc., having its principal place of business at 20 London Lane, Seabrook, NH 03874, New Hampshire, USA a New Hampshire corporation, (the “Company”) and its customers (“Customers”) with regard to the Company’s products and services (“Products”).

1. General.

1.1 These General Terms and Conditions of Sale govern the purchase and sale of all Products. Terms or conditions included in a Customer’s purchase order or other communication that are at variance with these General Terms and Conditions of Sale are rejected, unless specifically agreed to in writing by the Company. Trade custom, trade usage and past performance are superseded by these General Terms and Conditions of Sale and shall not be used to interpret them.

1.2 The invalidity or unenforceability of any provision of these General Terms and Conditions of Sale shall not affect the validity or enforceability of any other provision thereof.

1.3 All offers are non-binding unless accepted in accordance with article 2 of these General Terms and Conditions of Sale or unless stated otherwise.

2. Orders and Acceptance

2.1 No purchase order, whether or not submitted in response to a quotation by the Company, shall be binding upon the Company until the Company has accepted the purchase order by issuing a written acknowledgement.

2.2 All purchase orders must be bona fide commitments showing definite quantities. Orders must be accompanied by sufficient information to enable the Company to fulfill the order forthwith. Where such information contains an alteration of specifications previously given by the Customer, the Company is at liberty to refuse such alterations or to adjust its prices to cover any cost increase anticipated by the Company.

2.3 A Customer may not cancel a purchase order accepted by the Company without the express written consent of the Company.

2.4 Whenever the Company in good faith deems itself insecure, it may cancel any outstanding purchase order; decline to make delivery of Products; revoke any extension of credit; reduce any unpaid debt by enforcing its security interest, created hereby, in all Products (and the proceeds therefrom) furnished to a Customer; and take any other steps it deems necessary or desirable to secure itself fully with respect to a Customer’s payment for Products furnished or to be furnished by the Company. The Customer shall indemnify the Company against any loss incurred by virtue of any action taken or not taken by the Company pursuant to this Section 2.

3. Delivery

3.1 Dates quoted by the Company for delivery of Products are approximate only. The Company shall not be liable for the delivery of products in advance of or subsequent to the date quoted for delivery, and time for delivery is not of the essence.

3.2 Unless otherwise expressly specified or agreed in writing, delivery of Products will be made “F.O.B. the Company’s facility” in accordance with the relevant terms of the Incoterms 2010 or any later version thereof, and risk of loss, and the right of possession to such Products shall pass to the Customer upon the Company’s delivery to a reputable carrier at Company’s shipping facility, and the Company is not responsible for damage or loss in transit, regardless of whether or not Customer may have the right to reject or revoke acceptance of the Products.

3.3 Unless otherwise expressly specified or agreed in writing, the Company shall be authorized to deliver the Products in parts and to send invoices for such partial deliveries.

4. Price

4.1 Prices for the Company's Products are quoted, and payable, in U.S. dollars, and are subject to change without notice. All pricing and terms are confidential and shall not be used by Customer for distribution to a third party or to solicit competitive pricing.

4.2 Unless otherwise expressly specified or agreed in writing, prices quoted by or agreed upon by the Company shall be net prices, exclusive of:

4.2.1 costs of packaging, loading, transport, unloading, insurance, installation, assembly or other services, which, if applicable, will be added to the net prices; and

4.2.2 applicable federal, state or local taxes. Applicable taxes will be added to invoices by the Company where it has the legal obligation to collect such taxes, unless a Customer provides the Company with a valid tax exemption certificate.

5. Payment

5.1 Payment is made by a Customer when finally and irrevocably received by the Company.

5.2 Customer payments shall be made in accordance with the Company’s invoice or other written specifications. Payments by the Company's authorized dealers shall be made within 30 days after the invoice date.

5.3 Unless otherwise agreed in writing, payments shall first be allocated to interest and costs and then to the longest outstanding invoice.

5.4 Objections concerning an invoice must be made in writing and must be received by the Company within fourteen (14) days after the invoice date. No objection will suspend or postpone the due date for payment of the invoice. If the Company concludes that an invoice has been justly disputed, it will credit the appropriate amount to the Customer’s account or take such other action as may be appropriate.

5.5 The Company reserves the right to charge a late payment fee of 5% of the amount of all overdue accounts for each month, or fraction of a month, during which such overdue amounts remain outstanding. If a collection action is necessary to obtain payment, Customers will also be responsible for all costs of collection, including court costs and reasonable attorneys' fees.

5.6 Company shall issue invoices upon shipment of Products and as Services are performed or prior to such events in case of advance payment.

5.7 At Company's first request, Customer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for (pro-rata) payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Customer under the agreement ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Company, (b) payable at the counters of such acceptable bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Company's receipt of the final payment required under the agreement. Customer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Company's notification that such adjustment is necessary in connection with Customer's obligations under the agreement.

5.8 Company is not required to commence, continue its performance and/or accept any (subsequent) purchase orders unless and until any requested Payment Security is received, operative and in effect. If at any time Company reasonably determines that Customer's financial condition or payment history does not justify continuation of Company's performance or acceptance of any (subsequent) purchase orders, Company shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security and/or suspend its performance or terminate the agreement. At Company's first request, Customer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for (pro-rata) payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Customer under the agreement ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Company, (b) payable at the counters of such acceptable bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Company's receipt of the final payment required under the agreement. Customer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Company's notification that such adjustment is necessary in connection with Customer's obligations under the agreement.

6. Acceptance

6.1 Any claimed defect in the quality or quantity of Products must be reported to the Company within 10 days of receipt, after which time Products will be deemed inspected and accepted. Claims regarding defects not discovered or discoverable during the inspection period shall be barred, except and to the extent that such claims are valid under the Company's warranty.

6.2 Claims for damage to goods incurred during shipment shall be filed with the carrier.

6.3 Customers may not return Products, under warranty claim or otherwise, without prior written authorization from the Company and without obtaining a return authorization number from the Company. Return shipping costs shall, in all cases, be paid by Customer. If a

Customer's claim is valid, as determined in the sole discretion of the Company, the Company shall pay the costs of shipping the repaired or replacement Products to Customer.

6.4 Customer hereby waives its rights to set-off.

7. Ownership

7.1 Products delivered to the Customer shall remain the property of the Company until the Company has finally and irrevocably received payment in full (including costs and interest) of all amounts owing to the Company in connection with the delivery of the Products.

7.2 The Customer may use Products delivered subject to the Company's retention of title only in the normal course of business. All other uses are prohibited. Customer shall not pledge or encumber any Product delivered subject to the Company's retention of title.

7.3 The Customer shall notify the Company immediately in the event a claim is asserted upon Products delivered subject to the Company's retention of title.

7.4 Customers shall, at the Company's request:

7.4.1 insure and keep insured all Products delivered subject to the Company's retention of title against fire, water damage and theft, and, upon request, provide to the Company a copy of all policies issued;

7.4.2 mark as the Company's property all Products delivered subject to the Company's retention of title and keep such Products separate from those of the Customer and third parties;

7.4.3 establish a right of pledge for the Company's benefit on the debts of third parties arising out of the sale of Products delivered subject to the Company's retention of title.

8. Trade-In Equipment

Trade-in equipment must be returned by Customer, at its cost, within fourteen (14) days of installation of a replacement Product or Customer agrees to pay the Company the undiscounted standard price of the replacement Product (which, if not agreed to between the parties, shall be as determined by the Company in its sole and absolute discretion) upon receipt of an invoice. Customer represents and warrants to the Company that it has the authority to transfer title to the trade-in equipment to the Company and that Customer either: (a) owns all right, title and interest in the trade-in equipment free and clear of any third-party liens, security interests or other encumbrances of any kind (collectively, "Liens"), or (b) has provided the Company with a written list of all Liens. Further, Customer agrees to obtain, or facilitate the Company obtaining, at Customer's sole cost and expense, full releases of any Liens prior to surrendering possession of the trade-in equipment to the Company. Customer retains full responsibility for obtaining a release of any Liens, regardless of whether such Liens were disclosed to the Company or not, and Customer agrees to indemnify, defend and hold the Company harmless from any claims by a third party or damages incurred by the Company related to or arising out of any Liens on the trade-in equipment.

9. Intellectual Property Rights; Confidentiality

9.1 Intellectual property rights that exist in the Company's Products are held by the Company and its licensors. The Company shall retain sole ownership of all right, title, and interest in and to all of its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, "Intellectual Property"), and no licenses to any Intellectual Property are created hereunder

9.2 Where the Company creates Intellectual Property during or as a result of the sale of Products to Customer, the Company shall retain all rights in such Intellectual Property.

9.3 The Customer shall not do anything to impair the Company's or its licensor's rights in their respective Intellectual Property, including (i) register or attempt to register any Intellectual Property that is competitive with that of the Company or its licensors; (ii) delete or tamper with any proprietary notice or marking appearing on Products; (iii) take or use any action that diminishes the value of any trade marks included in the Company or its Licensor's Intellectual Property Rights; and (iv) use any Company Product in a manner that violate applicable laws.

9.4 All proposals, visuals or quotes produced by the Company are to be treated confidentially and may not be disclosed by Customers to third parties.

10. Warranty And Liability

10.1 Unless otherwise stated in these General Terms and Conditions of Sale, the Company disclaims any and all warranties or conditions with regard to the Products of any kind whatsoever. Further, the Company does not warrant that the Products will operate without interruption or that they will be error free, virus free or secure. Customer expressly acknowledges and confirms that any changes or additions made (not supplied and/or installed by Company) to the Product(s), and any use of the Product(s) with third party products, except for Company validated or Company approved third party products, is at Customer's risk and Company shall not be liable for any damages or loss resulting therefrom. The foregoing limited warranty shall not apply if a defect or malfunction is the result of wear and tear, alteration, modification, foreign attachment, misuse, tampering, negligence, abuse or other causes not arising out of defects in material or workmanship.

10.2 Notwithstanding article 10.1 of these General Terms and Conditions of Sale, the Company warrants that (i) in the event of defects in the construction of the Products and (ii) in the event that such Products are returned to the Company "CIP Scheijdelveweg 2, (3214 VN) Zuidland, the Netherlands" in accordance with the relevant terms of the Incoterms 2010 or any later version thereof and within twelve (12) months from the Products being put into operation, but no longer than fifteen (15) months from the date of dispatch from the Company's premises and with respect to which timely notice was given, it shall, at its own discretion:

(A) either redeliver such Products at no cost; or

(B) repair such Products at no cost; or

(C) credit the Customer in as far as is reasonable in whole or in part for the invoice value of such Products. Damage resulting from inexpert use by the Customer and or any third parties, does not fall under the warranty mentioned in this article 10.

10.3 Parts repaired or replaced shall be delivered “Delivered At Place (DAP) Customer’s facility” in accordance with the relevant terms of the Incoterms 2010 or any later version thereof. Repair and replacement shall neither extend nor renew the agreed warranty period. The Company shall never be obligated to pay any substitute or additional compensation for damage, except if and insofar as exclusion of liability is prohibited by the laws of the State of New Hampshire, United States of America. If and insofar as the Company is obligated to pay compensation for damages, notwithstanding the aforementioned, this shall never exceed, at its own discretion, either the invoice value of the Products in connection with which the damages were caused or, if the damage is covered by an insurance of the Company, the amount which is actually paid in the matter by the insurer. If it is determined that either no fault exists in the Company, or the damage to be repaired was caused by the negligence or misuse of the Customer or its agents, employees or customers, the Customer agrees to pay all charges associated with any such repair.

10.4 EXCEPT WHERE LOCAL MANDATORY LAW CREATES ADDITIONAL RIGHTS OR REMEDIES FOR CUSTOMER, CUSTOMER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS SELECTED THE PRODUCT(S) BASED ON ITS PROFESSIONAL JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS MADE BY THE COMPANY OR ANY AGENT, REPRESENTATIVE OR EMPLOYEE OF THE COMPANY NOT EXPRESSLY STATED HEREIN. UNLESS OTHERWISE STATED IN THE AGREEMENT, THE COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT GUARANTEE OR WARRANT THE PRODUCTS TO CUSTOMER IN ANY WAY. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR UNANTICIPATED PROBLEMS, DELAYS OR OTHER EVENTS OUTSIDE OF ITS CONTROL. WITHOUT PREJUDICE TO THE AFORESAID, IN NO CIRCUMSTANCES WHATEVER SHALL THE LIABILITY OF THE COMPANY OR THE AMOUNT OF ANY DAMAGES OR COMPENSATION PAYABLE BY THE COMPANY ON ANY CLAIM WHATSOEVER CONCERNING OR RELATING, DIRECTLY OR INDIRECTLY, TO THE PRODUCTS AND INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON NEGLIGENCE, MISREPRESENTATION, BREACH OF CONTRACT OR WARRANTY EXCEED IN TOTAL THE COMPANY'S INVOICE PRICE OF THE EQUIPMENT OR PRODUCT(S) COMPLAINED OF.

11. Assignment

The Customer’s rights and obligations arising out of these General Terms and Conditions of Sale may not be assigned to any third party, except with the prior written consent of the Company.

12. Force Majeure

12.1 Non-performance by the Company shall be excused to the extent that performance is rendered impossible by (without limitation) war, strikes, fire, flood, governmental acts or orders or restrictions, failures of suppliers, disruption in electricity supply,

non-availability of telecommunication services or any other reason where failure to perform is beyond the control and not caused by the gross negligence of the Company. If either of the parties is prevented by force majeure from fulfilling its obligations (other than an obligation to make payment) under any agreement for more than 30 calendar days, either party is entitled to terminate the agreement upon 30 days' written notice to the other.

12.2 If, upon the occurrence of the event of force majeure, the Company has fulfilled part of its obligations or will be able to fulfill only part of its obligations, the Company shall have the right to send separate invoices for the Products delivered or capable of being delivered, and the Customer shall be obliged to make payment of the amounts invoiced.

13. Indemnification

Customer agrees to indemnify, defend and hold the Company, its affiliates and their respective employees, officers and directors harmless from and against any and all claims, damages, costs, expenses and other liabilities (including, but not limited to, legal and attorney's fees and other costs of investigation and defense) caused by or arising out of (i) Customer's acts or omissions related to the performance of its obligations under the agreement, (ii) its use of the Product(s) described in the agreement and (iii) the suspension or termination in the event of a force majeure referred to in article 12.

14. Changes To These Terms And Conditions Of Sale

The Company reserves the right to change these General Terms and Conditions of Sale at any time without prior notice.

15. Notice.

All notices required or permitted to be sent by one party to the other shall be given in the English language, in writing, and shall be deemed duly delivered when received via: (i) e-mail, provided that a written copy of such notice is promptly delivered thereafter; (ii) facsimile, provided that a written copy of such notice is promptly delivered thereafter; or (iii) an internationally recognized commercial overnight courier service.

16. Compliance With Laws

Each party shall comply with all applicable laws, regulations, court decisions and administrative rulings applicable to the purchase, sale or use of Products. Failure to do so shall constitute a material breach of the agreement.

17. Legal Construction

All transactions to which these General Terms and Conditions of Sale apply shall be governed by and construed in accordance with the laws of the State of New Hampshire, United States of America, without reference to any choice of law provision that would cause the laws of any other jurisdiction to apply. Disputes arising hereunder or pertaining to Products shall be subject to the exclusive jurisdiction of the courts of the State of New Hampshire, to which the parties hereby submit themselves.

18. Data Protection

18.1 Customer will at all times comply with the applicable data protection laws, when processing personal data within the context of the performance of the agreement. Upon first request it will provide Company all relevant information in this respect.

18.2 Parties will each at their own cost cooperate with each other so that the data subjects may exercise their rights of access, rectification, erasure, objection, the right to restriction of processing, the data portability right and the right to object an automated individual decision-making (as well as other rights recognized by the applicable data protection laws from time to time). Parties will also inform each other without any undue delay if a data subject files a claim or request related to their data protection rights with the relevant data protection authority, which is related to the personal data processed by the other party.

18.3 Before each party discloses to the other party any of these personal data, they must previously inform the data subjects of the contents of this clause and comply with any other mandatory requirements that may be applicable for the lawful disclosure of the data to the other party so that the latter is not obliged to carry out any additional act vis-à-vis the data subject.

18.4 As soon as a party detects a data breach or reasonably suspects that there has been a data breach in relation to the personal data that it processes within the context of the execution of the agreement, it shall inform the other party without undue delay upon detection or suspicion of the data breach. Parties shall provide all reasonable assistance and share with each other all necessary, or by Company requested information, so that either party will be able to notify, if applicable, the data subject(s) that was (were) (possibly) affected and/or the governmental authorities, that are competent to supervise the processing of the personal data, of the data breach in a timely manner and to prove compliance with its data breach notification duties in accordance with the applicable data protection laws.

18.5 Either party will not process the personal data any longer than strictly necessary for the purpose of said data processing, unless a statutory retention obligation applies.

18.6 Without prejudice to any other indemnification obligations Customer may have under these General Terms and Conditions of Sale, Customer shall indemnify Company against any claim by a third party, including by any competent governmental authority or any of the data subjects, imposed against Company as a result of a breach of the applicable data protection laws, which can be attributed to Customer or any of its employees, representatives or the other persons who act in the name of Customer, or any contractors engaged by Customer.

19. Compliance With Trade Laws

19.1 Customer guarantees that it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America, the Netherlands, and any other country that is or may be or become relevant in respect of the agreement (together, the “Trade Laws”).

19.2 Customer guarantees that the Products are and will be solely used for medical purposes and are not and will not be used for, or in connection with, any illicit purposes, including, but not limited to, activities involving torture or repression or other human rights violations, weapons of mass destruction or chemical, biological, radiological and/or nuclear activities.

19.3 Customer will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.

19.4 Customer guarantees that it will not directly or indirectly sell, deliver or provide the Products, or otherwise make the Products available, to any legal or natural person, entity, group or (government) organization that is subject to sanctions or restrictions under the Trade Laws.

19.5 Customer's failure to comply with any provision of this clause can be ground – subject to the sole discretion of the Company – for immediate cancellation of the agreement by the Company without any prior notification. In the event of such cancellation, the Company shall be under no further obligation resulting from the agreement and the Customer shall indemnify the Company from any direct and indirect damages, claims, penalties or other losses resulting from that breach. The Company shall be entitled to any other remedies available at law or in equity.

19.6 Customer will ensure that all obligations under this clause be passed on to any third party that Customer contracts or uses in its performance of the agreement, or that takes over any obligation, or part thereof.

20. Compliance With Anti-bribery And Anti-corruption Laws

20.1 Customer will at all times comply with all applicable obligations and restrictions arising out of or following from any and all relevant anti-bribery and anti-corruption legislation of the United States of America, the United Kingdom, the Netherlands and any other country that is or may be or become relevant in respect of the agreement (together, the “Anti-Bribery Laws”).

20.2 Customer will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Anti-Bribery Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.

20.3 Any offer to and acceptance by the Customer's board member(s) and/or employees, or anyone acting under their supervision or on their behalf, of money, gifts, travel, entertainment or any other consideration, in relation to the agreement or the Company, that is intended to or may be construed as an inducement to act in any manner is strictly prohibited. Customer will not offer, promise or give anything, including but not limited to political contributions, whether directly or indirectly, to any individual or entity, including but not limited to any political party, any public or private organization, any public international organization or any government-owned enterprise or institution, or to any of their directors, officers, or employees, for the purpose of obtaining or retaining business or otherwise securing an improper advantage in relation to the agreement or the Company or in consideration for their position. In relation to the agreement or the Company, Customer will not offer, promise, give or accept anything to or from a business relationship, unless it is for a genuine purpose, reasonable, given in the ordinary course of business and it complies with the local laws.

20.4 Customer will immediately notify the Company if it becomes aware of any behavior in the performance of the agreement by its board member(s) and/or employees that is or may be inconsistent with the Anti-Bribery Laws

SCHEDULE A – GOVERNMENT CONTRACT RIDER

In any case where goods or services are provided under this agreement to any United States government customer, including any agency thereof, then the following terms are hereby incorporated and made part of this agreement, and shall supersede any inconsistent term or condition hereof:

52.244-6 Subcontracts for Commercial Items.

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Items (Jan 2017)

(a) *Definitions.* As used in this clause—

“Commercial item” and “commercially available off-the-shelf item” have the meanings contained in Federal Acquisition Regulation [2.101](#), Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiii) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.
Note to paragraph 52.244-6(c)(1)(xiii): By a court order issued on October 24, 2016, paragraph (c)(1)(xiii) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
 - (xiv) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016), if the estimated subcontract value exceeds \$500,000, and is for other than commercially available off-the-shelf items.
 - (xv) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016), if the estimated subcontract value exceeds \$500,000, and is for other than commercially available off-the-shelf items.
 - (xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.
 - (xvii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f). (B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
 - (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
 - (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

In the event any of the Federal Acquisition Regulations stated above are amended, this agreement shall be deemed to contain the Regulation as amended.

Any commercial computer software or commercial computer software documentation to be delivered by the Company will be acquired under the Company's standard commercial licenses customarily provided to the general public