1. **INTERPRETATION & ACCEPTANCE OF PURCHASE ORDER ("PO").** These "Terms & Conditions of Purchase" are hereby incorporated into this PO. This PO, and as applicable, any other documents attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of the terms and conditions governing this PO and the parties shall supplement and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof, with the exclusion of any oral or written representation made by GDIT, and shall incorporate all applicable laws and regulations, including without limitation, Section 508 of the Rehabilitation Act as well as the Procurement Integrity Act, 41 U.S.C. 423, and its implementing regulations as well as NDAA Section 889 and any revisions or amendments to the foregoing, which are expressly incorporated into this PO.

5. **EXPORT CONTROLS.** Supplier hereby represents and warrants that it has complied with all applicable federal, state, and local laws, and regulations, including without limitation, Section 508 of the Rehabilitation Act as well as the Procurement Integrity Act, 41 U.S.C. 423, and its implementing regulations as well as NDAA Section 889 and any revisions or amendments to the foregoing, which are expressly incorporated into this PO.

6. **SECTION 503 OF THE REHABILITATION ACT.** GDIT is a Government contractor, and as such, is obligated to comply with certain requirements, including: Section 503 of the Rehabilitation Act, 41 CFR Parts 200-422, as well as any conflicts of laws provisions. The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) will monitor compliance with these requirements through annual surveys and/or special surveys, and additional requirements concerning anti-discrimination and affirmative action, and 29 CFR Part 471, appendix A to subpart A. As a supplier providing services to GDIT, GDIT may be obligated to comply with these requirements. Specifically, where applicable, GDIT shall abide by the requirements of 41 CFR 46-300.5(a). This regulation prohibits discrimination against qualified protected veterans, in employment, and shall increase the awareness of employment opportunities of qualified protected veterans. In addition, where applicable, GDIT shall abide by the requirements of 41 CFR 471.5(a). This regulation prohibits discrimination against qualified individuals with disabilities. GDIT and Suppliers shall employ and advance in employment qualified individuals with disabilities.

7. **ETHICAL BUSINESS PRACTICES AND Supplier CODE OF CONDUCT.** Supplier hereby represents and warrants that, in connection with this PO and all other purchases, including those to be performed in the future, it and each of its Affiliates shall comply with all applicable laws and regulations, including without limitation, the Foreign Corrupt Practices Act in effect during the term of this PO.

8. **GRIEVANCES, DISPUTES & CLAIMS.** Any claim, dispute or controversy arising out of or related to this PO shall be resolved in accordance with the following process:

   a. **1st Step.** The parties shall meet and confer in good faith to resolve the dispute prior to initiating the formal dispute resolution process.

   b. **2nd Step.** If the parties are unable to resolve their dispute through the process described in step a, they may file a written notice of their dispute with the designated individual, within thirty (30) days of the date that the dispute arose.

   c. **3rd Step.** If the parties are unable to resolve their dispute through the process described in step b, they may file a written notice of their dispute with the designated individual, within thirty (30) days of the date that the written notice of dispute was filed.

9. **INDEPENDENT CONTRACTOR.** Supplier is an independent contractor in all its operations and activities hereunder. The employees utilized by Supplier to perform work under this PO shall be considered independent contractors exclusively for any relation whatsoever to GDIT.

10. **PRICES.** The price of the supplies/services procured hereunder includes all applicable taxes, duties and any other charges whatsoever.

11. **PRICE WARRANTY.** Supplier represents and warrants that the price(s), terms, warranties, and benefits specified in this PO are comparable to or better than those offered to any other of Supplier’s customers for the same or substantially similar goods and services.

12. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** Supplier certifies that the price(s) proposed and/or agreed upon for this PO have been arrived at independently, honestly, fairly, and in good faith, considering all relevant factors, including but not limited to the purpose of restricting competition, and that the fact that the prices herein have been provided to GDIT have not been knowingly disclosed by Supplier and will not be disclosed by Supplier directly or indirectly to any other party.

13. **PAYMENT TERMS.** Unless otherwise specified in this PO, terms of payment are “Net 45 days.” If a discount for prompt payment of Supplier’s invoice is allowed, payment shall be made within the applicable period to qualify for such discount. The time allowed for payment on a PO issued to a supplier shall not extend beyond the due dates specified in the PO. Supplier is required to pay for its own transportation costs and all other expenses incurred in connection with the performance of the contract. Supplier shall provide to GDIT a copy of any cost increase or other request for additional funds in connection with this PO.

14. **INVOICES.** Supplier shall electronically submit itemized invoices in pdf format to the address shown on this PO. The invoice shall contain this PO Number, GDIT PO, Description of Supplies/services furnished, quantity, unit prices and total price, PO line number and part number as referenced in this PO, terms of payment are “Net 45 days,” and any other information specified by GDIT in any accompanying documentation. The invoice must also include invoice number, invoice date, remit to address and a breakout of tax and freight charges (if applicable). Any invoice with incorrect prices or incorrect taxes will not be accepted for payment.

15. **SETOFF/DISALLOWANCE OF PAYMENT.** GDIT shall have the right at all times to setoff any amount due or payable to Supplier hereunder against any claim or charge GDIT may have against Supplier.

16. **EXTRA CHARGES.** No extra charges of any kind required for the proper execution and completion of this PO, including, but not limited to, any extra charges which may be incurred by Supplier for any reason whatsover in connection with this PO, unless otherwise specified in this PO. Any claim, dispute or controversy arising out of or related to this PO shall be strictly in accordance with this PO delivery schedule.

   a. **Advanced Delivery.** Supplier shall provide GDIT with written notice of intent to deliver in advance of the delivery date, at no additional charge to GDIT, including without limitation: charges for boxing or cartage; permits, fees, or licenses; future Supplier price increases, and any other charges whatsoever.

17. **DELIVERY.** Supplier agrees that time is of the essence in the performance of this PO. Any work that is not done or made available for delivery on the scheduled date shall be deferred until the scheduled date.

   a. **Delays.** Supplier agrees to advise GDIT, as soon as possible, of any delays in meeting the delivery deadline. In the event of this PO for delivering supplies or services and the reasons therefor, if
a delay is due to causes beyond Supplier’s and, when applicable, its subcontractor’s control, and without fault or negligence of either of them, GDIT may, at its sole discretion, either adjust the Price to reflect the change or terminate the Contract. If terminated, the responsibility of the Supplier’s or its subcontractor’s failure, and, in accordance with the limited rights to notice of the “Termination for Default” clause set forth herein, the failure is not cured within [10] days of receipt of the notice of termination, then GDIT may issue a revised delivery schedule, take an equitable reduction in this PO price, and/or terminate this PO (in whole or in part) for default. Acceptance of late deliveries shall not constitute acceptance of late deliveries.

(c) Notice of Labor Disputes. When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of the PO, Supplier shall notify GDIT in writing. Such notice shall include all relevant information regarding such dispute or other condition. Supplier shall insert the essence of this provision in all subcontracts and orders.

18. TRANSPORTATION. Unless otherwise provided in this PO, transportation charges for the shipping of supplies shall be indicated on this PO and charges shall not exceed negotiated rate. No insurance or premium transportation costs will be allowed unless authorized by GDIT. In accordance with applicable laws and regulations of Loss of Loss. GDIT shall not be liable for any expenses or Loss, regardless of cause, is Supplier’s responsibility until the conforming supplies/services/data are delivered in compliance with the terms of transportation agreed upon in this PO. If Supplier is responsible for safe packing, all conforming supplies/services/data may replace the nonconforming supplies/services at Supplier’s expense. The foregoing warranties are in addition to all other warranties expressed or implied by law, and in no way exclude any remedies however available to GDIT, including but not limited to incidental or consequential damages.

21. COUNTERFEIT PARTS PREVENTION. Supplier represents and warrants that only new and authentic materials (including embedded software and firmware) are used in items required to be new and authentic. Supplier certifies that this item does not contain counterfeit material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by GDIT. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Supplier must maintain, retain, and deliver to GDIT the original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs") or through the OEM/OCM’s authorized dealers. Supplier represents and warrants to GDIT that all items delivered to GDIT under this PO are manufactured, modified, replaced, or replaced by components that have been delivered to GDIT by the original equipment manufacturer (OEM). OEMPLR will maintain and make available to GDIT at GDIT’s request, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non-Franchised Sources is not authorized unless first approved in writing by GDIT. Supplier must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. GDIT’s approval of Supplier request(s) does not relieve Supplier’s responsibility to comply with all Contract requirements, including the representation and warranty requirements in this PO.

(a) Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and GDIT’s approval before parts/components are procured and/or used. If the appropriate documentation is not present, supplies/services/data delivered to GDIT that do not meet GDIT’s requirements will be rejected and returned to Supplier, at Supplier’s expense, for correction or replacement. If Supplier does not promptly correct or replace same, GDIT may reject and return such supplies/services/data to Supplier, or cease to make the purchase of such materials available to Supplier. Except as and to the extent otherwise specifically agreed to in writing, Supplier shall be responsible for all costs occasioned by GDIT in connection with such action.

(b) Supplier must maintain a counterfeit detection process that complies with SAE standard AS5533, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition. 

(c) If it is determined that the suspect counterfeit part when tested and evaluated by GDIT shall be returned to the Supplier. GDIT reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Supplier shall promptly reimburse GDIT for the full cost of the suspect counterfeit parts and Supplier assumes responsibility and liability for all costs associated with the delivery of such suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. The remedies in this Section 21 shall apply regardless of whether the warranty period or guarantee period has ended, and are in addition to all remedies available at at law or in equity.

(d) If the procurement of materials under this contract is pursuant to, or in support of, a contract, subcontract, or task order for delivery of items to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification of records or reports is punishable, in a material financial relation with the Government, as a Federal felony, by up to five years’ imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit items, to include military items, constitutes a federal felony of theft, punishable by up to life imprisonment and a fine of fifteen million dollars.

(e) Supplier shall flow the requirements of this Section 21 ("COUNTERFEIT PARTS PREVENTION") to its contractors and suppliers at any tier for the performance of this Contract. The warranties provided by Supplier under this Section shall survive any termination or expiration of this PO.

22. CHANGES. GDIT may, at any time, in writing, make changes to this PO. If any such change causes an increase or decrease in the cost or time required for provision of the Supplies/services/data, Supplier shall promptly notify GDIT in writing and such portion of the Price or delivery schedule shall be equitably adjusted and this PO so modified. Supplier shall commence any such change pending such modification. None of the terms and conditions contained in this PO may be amended except in writing.

23. QUANTITIES, CONTENT AND QUALITY. It is Supplier’s responsibility to furnish the proper quantities, labor categories, equipment, and other items called for by this PO. Upon GDIT’s approval of Supplier’s drawings, designs, specifications, etc., no variation in the quantity or affecting form, fit, or function specified.

(a) GDIT reserves the right to reject in whole or in part any quantities, equipment or other elements of items, workmanship, or materials of any kind not conforming to the requirements of this PO, with the exception of workmanship, equipment, and materials of any kind not conforming to the requirements of this PO, insofar as such workmanship, equipment, and materials may be used for the performance of this PO. GDIT reserves the right to reject in whole or in part any quantities, equipment or other elements of items, workmanship, or materials of any kind not conforming to the requirements of this PO, with the exception of workmanship, equipment, and materials of any kind not conforming to the requirements of this PO, insofar as such workmanship, equipment, and materials may be used for the performance of this PO.

(b) GDIT reserves the right to revoke acceptance if made without actual knowledge of any variances, errors, omissions, deviations, or non-conformances therein. Under no circumstances shall acceptance of any Supplies/services/data be construed to imply any approval or acceptance of such Supplies/services/data.

(c) Any approval by GDIT shall not relieve Supplier of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services/data in accordance with this PO.

Any variation in equipment includes without limitation equipment conforming to any specifications (including without limitation information on functional performance, material or components, appearance, reputation, etc.). Except when none are referenced, those current as of the date of this PO and available to the general public.

24. INSPECTION AND TEST. At no additional cost to GDIT, rejected supplies shall be corrected or replaced, and rejected supplies shall be re-performed in an acceptable manner. If any test is not made at GDIT’s expense, except (i) to test additional supplies/services/data, or (ii) if the supplies ordered are partially or totally software or firmware, then the costs of such additional testing shall be reasonable, and the safety and convenience of the inspectors performing these duties. Inspections and tests shall be performed in such a manner as not to unduly delay work in progress. Prior to furnishing, all supplies/services/data furnished under this PO shall be subject to GDIT’s inspection and acceptance or rejection at destination, notwithstanding any previous GDIT or its customer’s source inspection. Inspection/Testing is the responsibility of Supplier. Under no circumstances shall Supplier assign or transfer any of its responsibilities to the operation of this PO.

GDIT may at any time, in writing, make changes to this PO. If any such change causes an increase or decrease in the cost or time required for provision of the Supplies/services/data, Supplier shall promptly notify GDIT in writing and such portion of the Price or delivery schedule shall be equitably adjusted and this PO so modified. Supplier shall commenced any such change pending such modification. None of the terms and conditions contained in this PO may be amended except in writing.

(d) If the procurement of materials under this contract is pursuant to, or in support of, a contract, subcontract, or task order for delivery of items to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification of records or reports is punishable, in a material financial relation with the Government, as a Federal felony, by up to five years’ imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit items, to include military items, constitutes a federal felony of theft, punishable by up to life imprisonment and a fine of fifteen million dollars.

25. REMEDIES FOR DEFECTS. If any of the supplies are found to be defective in material or workmanship, or otherwise in conformity with the requirements of this PO, GDIT may, at any time, in writing, make changes to this PO. If any such change causes an increase or decrease in the cost or time required for provision of the Supplies/services/data, Supplier shall promptly notify GDIT in writing and such portion of the Price or delivery schedule shall be equitably adjusted and this PO so modified.

26. RETURN OF UNUSED SUPPLIES. If, in the GDIT’s professional judgment, the delivered Supplies/services/data are no longer required by GDIT, GDIT may return to Supplier at GDIT’s expenses any and all unused Supplies for a full refund of their purchase price (or a downward reasonable adjustment in price if the Supplies are of such a nature that individual prices per unit are not determinable from this PO). Supplier shall not assess GDIT any restocking fee unless such fee is specifically noted on the face of this PO.

27. MAINTENANCE OF SUPPLIES. Supplier agrees to permit GDIT to purchase maintenance (including without limitation repairs and updates) of the supplies listed in this PO at any time. Should GDIT choose not to exercise its right of refusal, whether at any time, in writing, make changes to this PO. If any such change causes an increase or decrease in the cost or time required for provision of the Supplies/services/data, Supplier shall promptly notify GDIT in writing and such portion of the Price or delivery schedule shall be equitably adjusted and this PO so modified.

(a) Supplier shall maintain and, if desired, build as new the Supplies; an

28. REMEDIES FOR DEFECTS. If any of the supplies are found to be defective in material or workmanship, or otherwise in conformity with the requirements of this PO, GDIT may, at any time, in writing, make changes to this PO. If any such change causes an increase or decrease in the cost or time required for provision of the Supplies/services/data, Supplier shall promptly notify GDIT in writing and such portion of the Price or delivery schedule shall be equitably adjusted and this PO so modified. Supplier shall commence any such change pending such modification. None of the terms and conditions contained in this PO may be amended except in writing.

23. QUANTITIES, CONTENT AND QUALITY. It is Supplier’s responsibility to furnish the proper quantities, labor categories, equipment, and other items called for by this PO. Upon
information provided by Supplier in order to satisfy its disclosure obligations under the Rule.

If GDIT determines that any certification made by Supplier under this Section is inaccurate or incomplete, or if Supplier fails to submit this PO pursuant to the provision per Section 40 (b) “TERMINATION FOR DEFAULT”.

31. WORK ON GDIT’S PREMISES. If this PO requires Supplier to perform work on GDIT’s premises, Supplier shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to GDIT’s fault or negligence, Supplier agrees to indemnify GDIT against all loss or liability resulting from any act or omission of its employees or agents in connection with the work.

32. RIGHT TO USE/TITLE. Supplier shall provide to GDIT unencumbered right to use any software products and unencumbered title for any other products, property or service delivered by Supplier under this PO. Supplier shall disclose to GDIT in writing any Free, Libre and Open Source Software (FLOSS) that will be incorporated into this PO or obtained under this PO. If any delivered copyrighted material (other than computer software) contains a disclosure of the right to copy any delivered copyrighted material (other than computer software) for any purpose is required, then such disclosure shall be made against GDIT resulting from or related to incidental to encumbrances of right to use or unencumbered title or other rights claimed by third parties upon items provided by Supplier.

33. ASSIGNMENT/SUBCONTRACTING. Supplier shall not assign this PO, or any rights, interests, or obligations arising from this PO or any other agreement mentioned herein, without the prior written consent of GDIT. In the event one or more “lifetime buy” POs are made under Section 56, the FOB point shall be the location of delivery of the Supplies/services in the original PO or any substantial portion thereof with the prior written consent of GDIT. Any attempted or purported assignment/sublicensing by Supplier without GDIT’s prior written consent shall be void and not binding upon GDIT.

(a) Amounts assigned shall be subject to setoff or recoupment for any present or future claims of GDIT against the Supplier. GDIT will have the right to make settlements and/or adjustments in price without notice to any assignee or assignees.

(b) Prior to potential change in control of Supplier and at least ninety (90) days prior to the proposed effectiveness of any such change in control, Supplier will promptly notify GDIT in writing of its intent to propose the change in control and provide an opportunity for negotiation of the transaction as GDIT may require, consistent with applicable law and confidentiality restrictions.

GDIT may assign this PO, in whole or in part, to its parent or any of its subsidiaries or affiliates without the consent of Supplier. In such event, GDIT shall notify Supplier in writing of such assignment.

34. PUBLIC RELEASE OF INFORMATION & ADVERTISING. Suppliers shall not issue any news releases, publish any advertisements or promote, disclose or otherwise publish any information or materials contained in or relating to this PO or the subject matter hereof, and shall not release any promotional or marketing materials without the prior written consent of GDIT.

35. TITLE AND RISK OF LOSS. Unless otherwise provided in this PO, the FOB point shall be the delivery destination indicated in this PO, and title to the supplies and risk of loss or damage shall pass to GDIT upon GDIT’s acceptance of the supplies regardless of where title takes possession.

36. DISCONTINUANCE OF MANUFACTURE. Should Supplier decide to discontinue manufacture of the items purchased by GDIT under this PO, Supplier (1) shall provide written notice to GDIT of the intended supply discontinuance; and (2) shall provide GDIT a minimum of twelve (12) months to all GDIT PO’s bearing “lifetime buy” purchase orders for the items at a unit price to be negotiated, but in no event higher than the unit price provided in this PO. In the event of a partial termination, “lifetime buy” POs are made during such twelve (12) month period, Supplier shall deliver the purchased items to GDIT no later than six (6) months after the end of the “lifetime buy” period. Supplier’s obligations under this clause shall extend for two (2) years beyond the effective date of this PO, irrespective of whether the PO is completed/terminated with the two (2) year period.

37. INSOLVENCY. If Supplier ceases to conduct normal business operations (including inability to meet its obligations), or if any proceeding under bankruptcy or insolvency laws is brought or if Supplier otherwise becomes a debtor or insolvent, Supplier makes an assignment for the benefit of creditors, GDIT may terminate this PO without liability except for deliveries previously made and for Supplies covered by this PO and then continue to make deliveries, any balance with Supplier and any term conditions with respect to this PO. Supplier agrees, if the event of Supplier’s insolvency, GDIT shall have the right to procure the balance of the Supplies on this PO from others without liability.

Supplier shall provide thirty (30) days advance written notification of such discontinuance and, during this time agrees to accept GDIT’s orders for such items. Should this PO be terminated pursuant to this clause, Supplier grants to GDIT a fully paid up license to copy any delivered copyrighted material (other than computer software) for any legitimate business purpose. This clause’s provisions are in addition to those contained elsewhere in this PO.

38. DISPUTES. Any disputes arising under this PO that is not settled by agreement between the Parties shall be settled by appropriate legal proceedings. Any legal action shall be brought in a state of federal court located in Fairfax, VA or Arlington, VA. Pending any such litigation or decision, judgment, or appeal thereon Supplier shall proceed diligently with the performance of this PO in accordance with instructions of GDIT. Each party shall bear its respective legal costs. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS PO.

39. STOP-WORK ORDER. GDIT may, at any time, by written notice to Supplier, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving such notice, Supplier shall immediately comply with its terms and take all reasonable steps to stop incurring any additional cost allocable to such work. Within ninety (90) days after the effective date of the stop-work order, GDIT shall either cancel the stop-work order or terminate this PO in whole or in part by notifying Supplier that this PO is terminated. In the event of a partial termination, GDIT shall modify the delivery schedule and/or price in this PO as GDIT deems equitable under the circumstances, provide Supplier requests such change within fifteen (15) days of the end of the stop-work order.

40. TERMINATION. (a) Termination for Convenience. GDIT reserves the right, at any time, in its own best interest, and without liability, to terminate this PO in whole or in part, by written notice of termination. GDIT shall not be liable for any interruption of business or any other loss as a result of such determination. However, if a stop-work order is issued, GDIT shall modify the delivery schedule and/or price in this PO as GDIT deems equitable under the circumstances, provide Supplier requests such change within fifteen (15) days of the end of the stop-work order.

(b) Termination for Default. GDIT may, without liability, and in addition to any other rights or remedies provided herein by or hereunder, terminate this PO in whole or in part by written notice of default. If Supplier fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the terms, conditions or requirements of this PO, in which case GDIT shall terminate this PO pursuant to Section 40 (b) “TERMINATION FOR DEFAULT”. In the case of terminations under (b) or (c) of the preceding sentence, GDIT’s rights to terminate for default may be exercised if GDIT does not cure the failure within ten (10) days after receiving notice of such failure. If Supplier fails to cure such failure, then GDIT may repurchase similar supplies or services from others and Supplier shall be liable for any additional costs for the terminated supplies/services, and for any other damages caused to GDIT as a result of the termination of the work not terminated. Supplier shall not be liable for any additional costs if failure to perform is caused by the fault or negligence of Supplier or any of Supplier’s subcontractors. If the terminated PO is solely for services, Supplier shall not be liable for any additional costs or damages if failure to perform is caused by the fault or negligence of Supplier or any of Supplier’s subcontractors. Supplier shall be liable for any additional costs or damages if failure to perform is caused by the fault or negligence of either of them; provided, however, that the supplies/services to be furnished by Supplier’s subcontractor (at any tier) were not obtainable from others in time to meet the PO delivery requirements. GDIT may withhold from any PO price for any completed supplies/services delivered and accepted. GDIT may withhold from any payments Supplier, any sum necessary to protect GDIT against any liability or expenses due to Supplier’s bad faith or breach of warranty.

41. CONFIDENTIALITY AND DISCLOSED INFORMATION. Any information or knowledge Supplier discloses to GDIT regarding this PO shall not be deemed confidential or proprietary unless expressly agreed upon by authorized representatives of each party in writing, pursuant to a separate written agreement, otherwise, disclosure to the other party or any other person or entity without such unaugmented information or knowledge shall be acquired by GDIT free of any restrictions. “Confidential Information” has the meaning and shall be controlled by the terms of, in the following descending order of precedence: (1) the terms provided in any existing NDA, or (2) if there is no NDA, but there is an Agreement, the terms provided in such Agreement, or (3) if there is no NDA nor an Agreement, “Confidential Information” shall mean and be controlled by the terms herein and any obligations imposed hereunder. Supplier may not disclose such Confidential Information Confidential Information, directly or indirectly, to any third party, (iv) shall not use such Confidential Information other than in connection with providing the Supplies / Services hereunder, and (v) shall ensure that only personnel on a “need to know” basis be allowed access to the data. Upon termination of this PO, or earlier as provided herein or requested by GDIT, all Confidential Information, and all copies thereof, in Supplier’s possession will be promptly returned to GDIT, or in the event that Supplier or its employees continue to perform the work on behalf of GDIT, Supplier will provide GDIT with thirty (30) days advance written notice of the required disclosure. Any records required by Supplier should be promptly notified to GDIT before any responses are provided. For the purposes of this PO, Confidential Information of GDIT ("Confidential Information") is defined, inclusively, as the following:

(a) GDIT’s product and service names, marketing, and/or sales techniques; GDIT’s marketing, technical, management, or cost proposals; product or service plans, specifications, and associated software; price lists; current or potential client information including names, addresses, identification information, special needs, purchasing practices, relationship history, contracts and sales agreements; competitive analyses including future market and product direction; (b) Any and all GDIT information which is not generally known to the public or within the industry, and which GDIT has reason to believe over its competitors, and all physical embodiments of that information in any tangible form, whether written or machine-readable in nature; or (c) GDIT’s "customers’, vendors’, partners’, or other third party non-public information, as well as derivative and residual forms of any of the above items B. through B. types of Confidential Information.

Confidential Information does not include information which (i) is available in the public without breach of this PO by Supplier, (ii) known to Supplier prior to receipt of the same information from GDIT or (iii) independently developed by or for the Supplier, without reference to or any evidence contained in GDIT’s files as evidenced by evidence files and signatures or (iv) received in good faith by the Supplier from a third party provided that (1) the third party acquired the Confidential Information by lawful means, (2) the Supplier is under no obligation to the third party not to disclose or use such information and such information is not otherwise obtained by the Supplier, (3) the Supplier does not violate any obligation to GDIT; or (v) was intentionally disclosed to third parties, including the Government, by GDIT on a non-confidential basis. Confidential Information does not include all actions necessary to comply with applicable Data Privacy Laws, including any action or procedure that may affect the confidentiality of Confidential Information.

42. REQUIREMENT FOR ENCRYPTION. Supplier shall encrypt its personal computers, hard drives, and other removable data storage devices with encryption technology, as defined herein. GDIT’s Proprietary Information is defined as any information, about GDIT, that is obtained from GDIT; and that the Supplier cannot verify and confirm as being in the public domain.
GDIT Proprietary Information includes electronic information obtained from a GDIT employee and notes typed by the supplier on his/her personal computer or laptop during, or after a conversation with a GDIT employee. This information are not limited to: intellectual property, business and operating plans; acquisition strategies; pricing or financial data, business solutions and concepts, designs approaches, proposals and project status of GDIT.

For all other Agreements involving work overseas, Foreign Volunteers Compensation coverage shall apply subject to the statutory limits and include Employer’s Liabilities in the following limits no less than $516,000 per accident/employee/disease.

vi. Supplier is responsible for insuring all of its own property and/or property owned by GDIT while in Supplier’s care, custody and control, for full replacement cost.

viii. Cyber Liability Insurance to provide coverage for privacy and network security liability, event management, professional liability and media content arising out of any act, error or omission that results in unauthorized access to the Supplier’s computer systems, transmission or malicious code, or unauthorized disclosure, or loss or corruption, of customer, PII, Protected Health Information (PHI) or a third party's confidential and proprietary business information, with a per claim limit of no less than $10,000,000.

ix. Replacement insurance shall be procured without interruption of coverage to include the following extensions: Contractual Liability, Independent Contractors liability, and Cyber Liability policies. Coverage available to the additional insured under 49a(iii), 49a(iv) and 49(viii) above shall apply on a primary and non-contributing basis as respects any other insurance, deductibles or self-insurance available to the additional insured. A waiver of subrogation in favor of GDIT and its employees shall be included with regards to all policies required herein. Supplier shall include all of its lower-tier Subcontractors or Suppliers as insured under Supplier’s policies or require any lower tier Subcontractors or Suppliers to meet the requirements cited above.

x. A certificate of each policy of insurance shall be furnished to the PO Administrator within thirty (30) days after receipt of the policy by the insurance company. Failure to do so shall be construed as a material breach of this PO.

xi. Both parties agree to implement effective remediation measures to prevent future access and exfiltration of any GDIT Proprietary Information, Government and/or Commercial Information.

If Supplier or its employees will have access to GDIT or customer computer equipment; network, and/or data, Supplier is required to abide by the additional requirements attached hereto as Exhibit 1 – Data Protection and Security.

SAFETY. In connection with the provisions and Services to be provided under this Agreement, Supplier shall comply with the Federal OSHA Act and other applicable laws. If any of the provisions of this Agreement are inconsistent with any applicable Federal, state or local statutes, regulations, or rules, and any GDIT safety policies of which Supplier has notice.

PROPERTY AND INFORMATION. (a) “GDIT’s property” means any property and/or information, in any form, including without limitation data, drawings, specifications, data and the like, furnished to Supplier for performance of the work. Unless otherwise provided herein, all rights to all such data, technical information developed or created by Supplier in the course of performance of this PO shall become and shall be identified by Supplier as the proprietary property of GDIT.

(b) Supplier’s property shall remain the property of Supplier, shall be considered privileged and confidential, and shall not be given to others not having a need-to-know or used by Supplier for its own purposes.

(c) Supplier shall be responsible for maintaining, securing and insuring all of its property and/or property owned by Supplier in the performance of this PO. Supplier shall, at its expense, be liable for any loss or damage to Supplier’s property to the extent of Supplier’s interest or contribution, if any, toward any insurance or loss. The loss shall be covered by insurance, the Supplier shall submit evidence of financial responsibility to GDIT and shall obtain GDIT’s written approval.

(d) Supplier shall retain full risk of loss for any GDIT furnished property at all times. Upon this PO completion, Supplier shall return all GDIT’s Property to GDIT in the same condition in which it was received, except that the title to any such property right by reason of sale or use of any supplies/services/data furnished by Supplier shall remain with Supplier.

INDEMNIFICATION. In addition to Supplier’s obligations explicitly set forth elsewhere in this PO, Supplier shall indemnify GDIT, its customer, and those for whom GDIT may act as agent, from and against any and all claims, costs or penalties and any payments incurred by GDIT as a result of the active or passive negligence or willful misconduct of the Supplier in performing its obligations hereunder, or as a result of a breach by the Supplier of its obligations hereunder.

PATENT, COPYRIGHT, AND TRADEMARK INFRINGEMENT. Supplier agrees to indemnify, defend, and hold harmless GDIT, its customer, and those for whom GDIT may act as agent, from and against any and all claims, costs or penalties and any payments incurred by GDIT as a result of any patent, copyright, trademark or trade secret infringement by reason of use or sale of any supplies/services/data furnished by Supplier.

LIMITATION OF LIABILITY. GDIT’s liability shall not, under any circumstances, be greater than the total dollar amount of this PO indicated herein. In no event will GDIT be liable for consequential, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

INSURANCE. (a) Prior to the commencement of Supplier’s work hereunder, Supplier shall provide certificates of insurance to GDIT evidencing the insurance required under this Section 47.

(b) Property Insurance, the Supplier shall maintain, at least, $2M property/casualty coverage for GDIT’s equipment and furnishing. This insurance shall be procured without interruption of coverage to include the following extensions: General Liability, Premises-Operations, Products/Completed Operations, Broad Form Property Damage, and聚焦于特定的条款和条件，例如在GDIT的政策或/或其PO中所描述的供应商的义务。

(c) The PO shall be deemed to be modified to reflect as nearly as possible the parties’ intent. The remainder of this PO shall remain in full force and effect.

ORDER OF PRECEDENCE. Except for Confidential Information as set forth in Section 40 hereof, the following descending order of precedence shall apply in the event of an ambiguity, disparity, or conflict in the terms and provisions of any documents comprising this PO and/or to which this PO refers.

(i) Enterprise Agreement, when present

(ii)Purchase Order

(iii)Statement of Work, when present

(iv)Terms & Conditions

(v)Any documents referenced or appended to this PO

Should either Party be unable to fulfill a material part of its obligations under this PO for a period of sixty (60) calendar days due to circumstances beyond its reasonable control, as described above, then provided that Party may give GDIT written notice. Upon either resolution of the Force Majeure event or termination as described above, the Parties shall work together to negotiate a revised settlement proposal covering the performance of this PO performed prior to the effective date of the termination.

SEVERABILITY. In the event any provision or clause of this PO conflicts with governing law or if any arbitration panel or court of competent jurisdiction holds invalid, unenforceable, or otherwise ineffective any provision of this PO, such provision or clause shall be deemed to be modified to reflect as nearly as possible the parties’ intent. The remainder of this PO shall remain in full force and effect.

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