

**SUBCONTRACT CLAUSES, REPRESENTATIONS, AND CERTIFICATIONS**

This Exhibit is an attachment to and part of the Purchase Order Terms and Conditions. The current version of the following clauses is incorporated by reference from the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) with the same force and effect as if they were given in full text. Whenever appropriate in those clauses, terms such as "Government" and "Contractor" shall have the meaning necessary to properly identify the contracting parties. The term "Subcontractor" as used throughout this document and within the clauses incorporated by reference means any person or entity that furnishes supplies, materials, equipment, or services of any kind under a subcontract or purchase order received from Motorola Solutions. Copies of applicable acquisition regulations are available on the following Government managed web site: <https://www.acquisition.gov>.

**FAR**

**CLAUSE**

**CLAUSE TITLE**

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-17	Contractor Employee Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidential Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-27	Prohibition on a ByteDance Covered Application
52.204-30	Federal Acquisition Supply Chain Security Act Orders – Prohibition
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records—Negotiation
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications
52.215-14	Integrity of Unit Prices

52.215-23	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages for Contractor Workers Under Executive Order
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-3	Privacy Training
52.225-13	Restrictions on Certain Foreign Purchases
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.245-1	Government Property
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.249-2	Termination for Convenience of the Government (Fixed-Price)

**DFARS**

**CLAUSE**

**CLAUSE TITLE**

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.211-7003	Item Unique Identification and Valuation
252.223-7001	Hazard Warning Labels
252.223-7008	Prohibition of Hexavalent Chromium

252.225-7001	Buy American and Balance of Payments Program
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7048	Export-Controlled Items
252.227-7013	Rights in Technical Data—Noncommercial Items
252.227-7037	Validation of Restrictive Markings on Technical Data
252.244-7000	Subcontracts for Commercial Items
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea

### **ADDITIONAL CLAUSES AND REPRESENTATIONS**

**Procurement Integrity** - Subcontractor shall abide by Section 27 of the Office of Federal Procurement Policy (OFPP) Act [codified as amended at 41 U.S.C. Section 423] as implemented in Federal Acquisition Regulation 3.104 *et seq.*

**Gratuities and Kickbacks** – Subcontractor warrants and certifies that neither Subcontractor (including any parent, subsidiary, or affiliate of Subcontractor) nor any of Subcontractor’s employees, agents, or representatives (including any other person or entity working for or on behalf of any of the foregoing) (collectively, “Subcontractor Parties”) has offered or given any kickback or gratuity to Motorola Solutions’ employees, agents, or representatives with a view toward securing this Subcontract or securing favorable treatment with respect thereto. By accepting this Subcontract, Subcontractor certifies and represents that Subcontractor and Subcontractor Parties have not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) as amended, both of which are incorporated herein by reference.

**Subcontractor Eligibility** - Subcontractor represents that as of the date of this Subcontract, neither Subcontractor nor Subcontractor's Principals is currently debarred, suspended, or proposed for debarment, or declared ineligible by any agency or department of the Federal Government. Should the status of the foregoing change, Subcontractor agrees to promptly provide written notification to Motorola Solutions.

**Computer Software** - If Subcontractor is providing software or software embedded in its products, Subcontractor agrees that Motorola Solutions can license such software and associated documentation to the U.S. Federal Government as a commercial item subject to commercial terms and conditions of use; or where the Government end user requires it, with "restricted computer software" rights as defined in FAR 52.227-19(b)(2).

**Commercial Item Representation** - Subcontractor represents that all supplied products and/or services qualify as commercial products or services as defined in FAR Subpart 2.101 at <https://www.acquisition.gov/far/>. In the event Subcontractor believes the supplied products and/or services are not commercial products or services, Subcontractor shall notify Motorola Solutions before proceeding with performance of the Subcontract.

**Lobbying Activities** - Subcontractor agrees not to make any lobbying contact on behalf of Motorola Solutions.

**Service Contract Reporting** - Subcontractor is required to track labor hours worked in connection with this project and may be required to report labor hours expended on this first-tier subcontract to Motorola Solutions for reporting to the Government.

Organizational Conflict of Interest – Subcontractor warrants that, to the best of Subcontractor’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an actual or potential organizational conflict of interest (“OCI”), as defined in FAR subpart 9.5, and that Subcontractor has disclosed all such relevant information to Motorola Solutions. Subcontractor agrees that if an actual or potential OCI is discovered after award of this Subcontract, Subcontractor shall make a full disclosure in writing to Motorola Solutions. Motorola Solutions, in its sole discretion, may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an actual or potential OCI.

Incorporation of Additional Prime Contract Provisions – Subcontractor agrees to negotiate in good faith with Motorola Solutions in the event Motorola Solutions reasonably determines that incorporation of additional FAR or DFARS clauses or other terms and conditions from Motorola Solutions’ prime contracts or subcontracts is necessary for Motorola Solutions to satisfy its contractual obligations under a particular prime contract or subcontract under a government prime contract. Such additional clauses shall be identified in an amendment to the Subcontract or in the applicable Purchase Order.

Accuracy of Representations – Subcontractor warrants that the certifications and representations provided herein shall remain valid from the date of Subcontract award until the Subcontract is formally closed out. The Subcontractor shall provide immediate written notice to Motorola Solutions if Subcontractor's certifications and representations changes at any time. Subcontractor acknowledges that Motorola Solutions is relying on the information provided herein in its performance of Federal Government prime contracts and subcontracts. Subcontractor understands that it may be subject to immediate default termination by Motorola Solutions, debarment/suspension, or prosecution for potential criminal or civil penalties by the Federal Government, or other available remedies, if the Subcontractor misrepresents or falsely or fraudulently completes any of these certifications or representations. Further, Subcontractor indemnifies and holds Motorola Solutions harmless from any damages arising from a false or fraudulent certification herein.

Compliance with Laws - Nothing herein is intended to enforce obligations beyond the scope of applicable law or relieve Subcontractor from obligations to fully comply with applicable law, including those clauses set out in the then applicable version of 48 CFR 52.244-6 and 2 CFR Appendix II to Part 200, which are hereby incorporated herein.