



VIASAT COMMERCIAL PRODUCT AND COMMERCIAL SERVICE STANDARD FLOW-DOWNS

The items or services furnished by Seller are for use in connection with a U.S. Government contract or subcontract; and therefore, the following clauses apply, as required by the terms of the prime contract or subcontract, or by operation of law or regulation for the acquisition of commercial products and commercial services. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. The term "contract" used in the clause shall be modified to mean the contract or subcontract between Viasat and the entity contracting with Viasat referred to as "Seller" or "Contractor", depending on the terms of the underlying transaction. The terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision or clause except where further clarified or modified below. The term "subcontractor" shall mean Seller's or Contractor's subcontractor under the purchase order or subcontract between Viasat and Seller or Contractor. With respect to disputes arising between the parties, pending final resolution of any dispute, Seller shall proceed with performance of this contract according to Viasat's instructions so long as Viasat continues to pay amounts not in dispute. The words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, or (3) intellectual property clauses. Any inconsistencies between the FAR/DFARS clauses and the foregoing terms and conditions shall be resolved by giving precedence to the FAR/DFARS clauses. In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to the purchase order as defined by the respective FAR or DFARS clause or provision. This contract and any matter arising out of or related to this contract shall be governed by the laws of California, without regard to its conflict of law provisions, except that any provision in this contract that is (i) incorporated in full text or by reference from the FAR; or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. Seller certifies that the representations and certifications on file with Viasat on the effective date of the award of the purchase order/subcontract are current, accurate, and complete. Seller shall incorporate into each lower tier contract issued in support of the purchase order all applicable flow-down clauses in accordance with the flow-down requirements specified in the clauses for mandatory flow-downs and for all others as reasonably necessary to protect Viasat and its customers.

ASSUMPTIONS:

*If any of the assumptions change, then additional flow-downs may apply. Seller is responsible for notifying Viasat when it becomes aware of any changes to the assumptions.
 *Seller is providing commercial items and the country of origin for the items is the U.S. Seller certifies that at least 55% of the cost of components in the item provided to Viasat are produced in the U.S. Seller must obtain a written waiver from Viasat's buyer if the items do not conform because Viasat is relying on Seller's compliance as part of Viasat's compliance with the Buy American Act and Trade Agreements Act.

CLAUSES THAT APPLY:

CLAUSE	TITLE	DATE	COMMENTS
52.202-1	DEFINITIONS	JUN 2020	
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020	
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN2020	Mandatory per paragraph (g)(3). Applies to subcontracts exceeding \$150,000. "Government" in the definition of "Officer or employee of an agency" in paragraph (a) shall mean "Government." In paragraph (g)(2), "Contracting Officer" shall mean "Contracting Officer." In paragraph (e)(1), "Government" shall mean "Government."
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020	Mandatory per paragraph (c).
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV 2021	Mandatory per paragraph (c).
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008	Applies when the subcontract awarded by Viasat to Seller has a priority rating given under the Defense Priority and Allocation System.
52.212-4 & ALT I	CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS & ALT I	NOV 2021 ALT I JAN 2017	Paragraphs (g), (i), (j), (k), (n) and (s) do not apply to Seller. In paragraph (h), insert "and Viasat" after "the Government" and change "its" to "their." Paragraph (l) and (m) apply when the Government terminates the prime contract. Paragraph (t) and paragraph (v) apply to the extent that Seller is registered in SAM.gov. Alt I will apply when a time & materials or labor-hour subcontract will be awarded.
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (a) Reserved. (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: 52.204-10 , Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). 52.209-6 , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note). 52.222-3 , Convict Labor (JUN 2003) (E.O.11755). 52.222-19 , Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126). 52.223-11 , Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). 52.223-18 , Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513). 52.225-1 , Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83). 52.225-13 , Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (c) Reserved. — (9) 52.226-6 , Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). (d) <i>Comptroller General Examination of Record</i> . The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101 , on the date of award of this contract, and does not contain the clause at 52.215-2 , Audit and Records-Negotiation.	JAN 2022	Mandatory per paragraph (e)(1).

	<p>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause- 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)), 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91), 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232), 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. 52.222-21, Prohibition of Segregated Facilities (APR 2015). 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246). (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212). 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793). 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212). 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67). 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67). 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67). 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989). 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020). 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a). Alternate I (JAN 2017) of 52.224-3. 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p>		
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013	Applies to all purchase orders when any supply or service acquired that includes any clause requiring the U.S. Government to indemnify for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2021	Mandatory per paragraph (d).
52.245-1	GOVERNMENT PROPERTY	SEP 2021	Mandatory per paragraph (j). This clause applies if Government

			property is acquired or furnished for contract performance and may apply to items under repair or warranty. "Government" shall mean "Government" throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean "Government or Viasat." The following is added as paragraph (n) "Seller shall provide to Viasat immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998	
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013	Mandatory per paragraph (b).
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG 2019	
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT 2016	
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016	Mandatory per paragraph (c).
252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	DEC 2019	Mandatory per paragraph (m). Applies at all tiers in subcontracts or similar contractual instruments Seller is to comply with the 72-hour reporting notice requirement in accordance with (d)(1) and notify Viasat. Seller is to furnish Viasat with copies of notices provided to the Contracting Officer at the time such notices are sent. Per DCMA's CPSR Guidebook, Viasat requires its first-tier subcontractors to ensure its first-tier subcontractors control access to and delivery of CUI to subcontractors and limit unnecessary sharing/flow-down of CUI, and for Seller to flow the same requirement down to its first-tier subcontractors. Seller is also required to notify Viasat if Viasat will receive Seller's CUI. Seller is required to notify Viasat when submitting a request to vary from a NIST SP 800-171 security requirement, and to provide the incident report number automatically assigned by the DoD when reporting a cyber incident to the DoD as required in paragraph (c) of DFARS 252.204-7012.
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY 2016	Mandatory per paragraph (c).
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN 2021	Mandatory per paragraph (e).
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV 2020	Applies when 252.204-7012 applies. COTS items are exempt.
252.211-7003	ITEM IDENTIFICATION AND VALUATION	MAR 2016	Seller's obligations under this clause are limited to cooperating with Viasat's efforts to comply with this clause, including granting Viasat access to Seller's deliverables at its facilities and to appropriate property records.
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN 2013	Mandatory per paragraph (d). After "Contracting Officer" add "or Viasat." Applies if Seller is providing supplies, maintenance, repair services or construction.
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC	DEC 2017	Seller shall notify Viasat if Seller's end item or component being provided under the subcontract is manufactured outside of the United States. Seller is required to notify Viasat so that Viasat can fulfil Viasat's compliance with the clause.
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC 2018	Mandatory per paragraph (c) for all items covered by the U.S. Munitions List.
252.225-7009	RESTRICTIONS ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DEC 2019	Mandatory per paragraph (e). Paragraph (d) and paragraph (e)(1) are deleted. Paragraphs (a) through (c) and paragraph (e)(2) are included. In paragraph (e)(2), "Government" shall mean "Viasat." Applies to subcontracts for items containing specialty metals to ensure compliance of the end products that Viasat will deliver to the Government. Applies when the items covered by the subcontract contain specialty metals.
252.225-7048	EXPORT CONTROLLED ITEMS	JUN 2013	Mandatory per paragraph (e). Applies to commercial items if the commercial item is export controlled.
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN	OCT 2020	Mandatory per paragraph (d).
252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS	FEB 2014	Applicable whenever any technical data related to commercial items will be provided by Seller for delivery to the Government.
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP 2016	Applicable when Seller will deliver technical data.
252.239-7018	SUPPLY CHAIN RISK	FEB 2019	Mandatory per paragraph (e).
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2021	Mandatory per paragraph (c).
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR 2012	
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN 2021	
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013	Mandatory per paragraph (f)(1) to all subcontracts at all tiers. Applicable to subcontracts for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. In paragraph (b), "Government" means "Government." In paragraph (c), Viasat shall also be notified. In paragraph (d)(2), "Government" shall mean "Government and/or Viasat." Under paragraph (f)(2)(ii), Viasat shall also be notified.
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG 2016	Mandatory per paragraph (e). Applies when goods or services include electronic parts or assemblies containing electronic parts. This clause applies to Seller, its suppliers and subcontractors, regardless of whether they are subject to CAS.
252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY 2018	Mandatory per paragraph (e).

252-247-7023	TRANSPORTATION OF SUPPLIES BY SEA – BASIC	FEB 2019	<i>Mandatory per paragraph (i).</i> This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Viasat. Paragraphs (f) and (g) are excluded.
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