

These Purchase Order Terms and Conditions govern all Purchase Orders issued by Ashburn Consulting LLC. By accepting a Purchase Order, beginning performance, shipping products, providing services, submitting an invoice, or otherwise proceeding, Supplier agrees to these Terms.

These Terms apply to Purchase Orders issued by Ashburn on or after the Effective Date unless the applicable PO states otherwise.

1. Agreement; Scope; Acceptance

1.1 Agreement

These Purchase Order Terms and Conditions, together with the applicable purchase order, task order, work order, statement of work, quote expressly accepted by Ashburn in writing, Prime Contract Flow-Down Rider, customer contract addendum, attachments, specifications, drawings, instructions, security requirements, customer flow-downs, and any other documents incorporated by reference by Ashburn (collectively, the **“Purchase Order”** or **“PO”**), govern the purchase of products, software, deliverables, materials, labor, consulting, professional services, managed services, cloud services, subscription services, support, maintenance, and other goods or services by **Ashburn Consulting LLC**, a Virginia limited liability company (**“Ashburn”**), from the supplier, subcontractor, vendor, consultant, independent contractor, reseller, distributor, manufacturer, licensor, or service provider identified in the PO (**“Supplier”**).

Ashburn and Supplier may be referred to individually as a **“Party”** and collectively as the **“Parties.”**

1.2 Acceptance

Supplier’s acceptance is effective upon the earliest of: acknowledgment, performance, shipment, service delivery, invoicing, or payment.

1.3 Rejection of Supplier Terms

Ashburn’s issuance of a PO is expressly conditioned on Supplier’s acceptance of these Terms. Any different, inconsistent, or additional terms in Supplier’s quote, proposal, order acknowledgment, invoice, click-wrap terms, shrink-wrap terms, online terms, website terms, portal terms, end-user license agreement, or other Supplier document are rejected and will not bind Ashburn unless expressly accepted in a writing signed by an authorized Ashburn contracts representative. Ashburn’s payment, receipt, use, or acceptance of products or services will not constitute acceptance of Supplier’s terms. Supplier terms shall have no force or effect even if referenced in or attached to Supplier documents.

1.4 Existing Written Agreement

If Ashburn and Supplier have a separately executed master agreement, subcontract, reseller agreement, teaming agreement, software license agreement, data protection agreement, or other written agreement signed by both Parties and expressly governing the same products or services,

that agreement will control over these Terms to the extent of a direct conflict. Otherwise, these Terms govern.

1.5 Order of Precedence

Unless the PO states otherwise, inconsistencies will be resolved in the following order of precedence:

1. Customer-mandated flow-down terms, security requirements, or public-sector contract requirements expressly incorporated by Ashburn;
2. Any Prime Contract Flow-Down Rider, customer contract addendum, agency addendum, cooperative purchasing addendum, security addendum, data protection addendum, or other project-specific flow-down attachment issued or approved by Ashburn;
3. The face of the PO, including pricing, quantity, delivery, funding, and period of performance;
4. Any statement of work, task order, work order, project-specific attachment, or Client requirement issued or approved by Ashburn;
5. These Terms;
6. Supplier's quote, proposal, or statement of work, but only to the extent expressly incorporated by Ashburn and not inconsistent with the foregoing.

Supplier terms are excluded except as provided in Section 1.3.

1.6 Online Terms; Version Control

The version of these Terms in effect as of the date Ashburn issues the applicable PO shall govern that PO unless the PO expressly states otherwise. Ashburn may update these Terms from time to time by posting a revised version online. Updates will not apply retroactively to previously issued POs unless expressly incorporated by Ashburn in writing. Ashburn may maintain prior versions for reference and contract administration purposes.

2. Definitions

“Affiliate” means any entity controlling, controlled by, or under common control with a Party.

“Client” or **“Customer”** means Ashburn's commercial customer, prime contractor, higher-tier contractor, government customer, public-sector customer, end user, or other third-party beneficiary of the Work.

“Confidential Information” means all non-public information disclosed or made available by or on behalf of Ashburn, a Client, or the government, whether oral, written, electronic, visual, technical, business, financial, procurement-related, operational, security-related, or otherwise, including pricing, proposals, customer information, technical data, software, source code, object code, credentials, security materials, personal information, CUI, government information, trade secrets, business plans, know-how, contract terms, and information that should reasonably be understood to be confidential given the nature of the information or circumstances of disclosure.

“**CUI**” means Controlled Unclassified Information, as defined by applicable federal law, regulation, contract clause, agency guidance, or customer requirement.

“**Deliverables**” means all reports, documents, data, drawings, designs, analyses, work product, software, code, configurations, scripts, models, diagrams, records, inventions, materials, and other items required to be delivered or produced under the PO.

“**Government Contract**” means any prime contract, subcontract, grant, cooperative agreement, purchase order, task order, delivery order, blanket purchase agreement, basic ordering agreement, schedule contract, other transaction agreement, or similar instrument issued by or supporting a federal, state, county, municipal, public authority, public education, quasi-governmental, or other public-sector customer.

“**Intellectual Property Rights**” means all patent, copyright, trademark, trade secret, database, mask work, moral, design, software, technical data, know-how, proprietary, and similar rights, whether registered or unregistered, anywhere in the world.

“**Personnel**” means Supplier’s employees, consultants, independent contractors, agents, representatives, and lower-tier subcontractors who perform or support the Work.

“**Preexisting Materials**” means Intellectual Property Rights, tools, templates, methodologies, software, data, know-how, documentation, or materials owned or developed by Supplier before the PO or outside the scope of the PO without use of Ashburn or Client resources, Confidential Information, or funding.

“**Products**” means hardware, equipment, software, subscriptions, materials, goods, supplies, licenses, and other tangible or intangible products furnished under the PO.

“**Services**” means all consulting, professional, technical, managed, support, maintenance, installation, implementation, staffing, training, integration, development, cloud, SaaS, cybersecurity, and other services furnished under the PO.

“**Work**” means all Products, Services, Deliverables, software, labor, materials, and obligations required under the PO.

3. Performance of Work

3.1 General Performance Standard

Supplier shall perform the Work strictly in accordance with the PO, these Terms, all applicable specifications and requirements, and all applicable Client requirements communicated by Ashburn. Supplier shall perform all Services in a professional, timely, workmanlike manner using appropriately qualified, trained, experienced, and supervised Personnel.

3.2 Independent Contractor

Supplier is an independent contractor and is not an employee, agent, partner, joint venturer, or legal representative of Ashburn or any Client. Supplier has no authority to bind Ashburn or any Client, make representations on Ashburn’s or any Client’s behalf, incur obligations in Ashburn’s

or any Client's name, or communicate commitments regarding scope, pricing, schedule, contract terms, or performance except as expressly authorized in writing by Ashburn.

3.3 Individual Consultants and 1099 Contractors

If Supplier is an individual consultant, sole proprietor, or independent contractor:

- (a) Supplier is solely responsible for all federal, state, and local income taxes, self-employment taxes, payroll taxes, insurance, licenses, permits, benefits, and other obligations arising from Supplier's status or compensation;
- (b) Supplier is not eligible for Ashburn employee benefits, paid leave, unemployment insurance, workers' compensation coverage except as required by law, retirement benefits, or other employee programs;
- (c) Supplier shall control the manner and means of performing the Work, subject to Ashburn's right to specify deliverables, schedules, security requirements, quality standards, Client requirements, and acceptance criteria;
- (d) Supplier shall not represent that Supplier is an employee of Ashburn or any Client; and
- (e) Supplier shall comply with all Client site rules, security requirements, ethics rules, timekeeping requirements, confidentiality obligations, and workplace conduct standards; and
- (f) Supplier may perform services for other customers and is not required to work exclusively for Ashburn, except to the extent necessary to comply with confidentiality, conflict-of-interest, security, or Client requirements.

Nothing in this Section limits Ashburn's or a Client's right to review, approve, direct, remove, or reject Supplier Personnel where required by the PO, Client contract, applicable law, security rules, or public-sector customer requirements.

3.4 Direction and Authority

Only Ashburn's authorized contracting representative may modify the PO, authorize additional funding, waive requirements, approve rate changes, approve personnel substitutions where approval is required, or bind Ashburn contractually. Technical direction from Ashburn or Client personnel may not change the PO price, schedule, scope, terms, or funding unless confirmed in a written PO modification issued by Ashburn.

3.5 Unauthorized Work

Supplier performs work outside the PO scope, period of performance, authorized funding, or written direction at Supplier's sole risk and expense. Ashburn is not obligated to pay for unauthorized work.

3.6 Personnel

Supplier shall provide qualified Personnel meeting all labor category, clearance, certification, experience, education, licensing, citizenship, residency, background check, badging, training, and other requirements stated in the PO, Client contract, or applicable law. Ashburn may require removal or replacement of Personnel who fail to meet requirements, violate security or conduct rules, create performance concerns, or are rejected by a Client.

3.7 Replacement Personnel

If Supplier Personnel are unavailable, rejected, removed, or fail to perform, Supplier shall promptly provide replacement Personnel with equal or better qualifications at no increase in price or delay to Ashburn. If Supplier fails to provide acceptable replacement Personnel within the timeframe required by Ashburn, Ashburn may perform the affected Work itself or through another supplier and charge Supplier for resulting costs, damages, or re-procurement expenses.

3.8 Client Rules and Site Access

Supplier shall comply with all Client facility, safety, conduct, security, access, badging, remote access, network, confidentiality, and technology-use rules. Supplier shall return badges, equipment, credentials, property, and information immediately upon request or upon completion or termination of the PO.

4. Delivery; Time of Essence; Risk of Loss

4.1 Time of Essence

Time is of the essence for all delivery dates, milestones, service levels, reporting dates, and performance obligations. Supplier shall immediately notify Ashburn in writing of any actual or anticipated delay, including the cause, expected duration, mitigation plan, and effect on Ashburn or Client requirements. Notice of delay does not waive Ashburn's rights.

4.2 Delivery

Supplier shall deliver all Products and Deliverables in the quantities, manner, format, and location specified in the PO. Unless otherwise stated in the PO, Supplier is responsible for all packing, handling, shipping, customs, duties, taxes, insurance, and delivery charges.

4.3 Packing and Marking

Supplier shall pack, package, mark, label, and ship all Products and Deliverables in accordance with the PO, applicable law, hazardous material requirements, industry standards, carrier requirements, and any Client instructions. Each shipment must include a packing list identifying the PO number, description, quantity, shipment date, and whether the shipment completes the order.

4.4 Risk of Loss and Title

Unless the PO states otherwise, risk of loss remains with Supplier until Products and Deliverables are delivered to the location specified by Ashburn and accepted by Ashburn or the Client. Title passes to Ashburn upon the earlier of payment, delivery, or incorporation into the Work, subject to Ashburn's inspection and rejection rights.

4.5 Early, Late, Partial, or Excess Delivery

Supplier may not deliver early, late, partially, or in excess quantities without Ashburn's written approval. Ashburn may reject early, late, partial, or excess deliveries, return them at Supplier's expense, store them at Supplier's risk and expense, or accept them without waiving any rights.

5. Inspection, Testing, Acceptance, and Rejection

5.1 Inspection and Testing

All Work is subject to inspection, testing, review, and acceptance by Ashburn, the Client, and, where applicable, government authorities. Inspection, testing, payment, use, or failure to reject does not constitute final acceptance, waive defects, or relieve Supplier of obligations.

5.2 Acceptance

Unless the PO states otherwise, Work is accepted only when Ashburn confirms acceptance in writing or when the applicable Client accepts the Work, whichever occurs later. For Work supporting a Client contract, Client rejection, disapproval, nonpayment, or required correction will be deemed Ashburn rejection or non-acceptance.

5.3 Rejection and Remedies

If Work is late, defective, nonconforming, incomplete, rejected by the Client, or otherwise fails to meet PO requirements, Ashburn may, at its option and without limiting other rights:

- (a) reject the Work in whole or part;
- (b) require Supplier to repair, replace, correct, or re-perform the Work at Supplier's expense;
- (c) return Products or Deliverables for a full refund or credit;
- (d) accept the Work subject to an equitable reduction in price;
- (e) obtain substitute products or services and recover excess re-procurement costs from Supplier;
- (f) withhold payment;

- (g) terminate the PO for default; and/or
- (h) pursue any other available remedy.

5.4 Rejected Work

Rejected Products and Deliverables will be held at Supplier's risk and expense. Supplier shall promptly provide return instructions. If Supplier fails to do so within a reasonable time, Ashburn may return, store, use, dispose of, or sell the rejected items and charge Supplier for related costs.

6. Pricing, Funding, Invoicing, and Payment

6.1 Pricing

Prices are firm and include all charges, costs, fees, expenses, packaging, shipping, handling, insurance, customs, duties, taxes, and other amounts unless separately stated in the PO. Supplier warrants that prices charged to Ashburn are no less favorable than prices charged to similarly situated customers for similar quantities and terms.

6.2 Funding Limitation

Ashburn's liability is limited to the amount funded or authorized in the PO. Supplier shall not perform or invoice Work exceeding the funded amount, ceiling, period of performance, quantity, labor category, or authorized scope. Funds do not float between options, tasks, periods, or line items unless Ashburn states otherwise in writing.

6.3 Invoices

Supplier shall submit accurate, complete invoices in the format and by the method required by Ashburn. Unless otherwise stated in the PO, invoices must include:

- (a) Supplier name, address, contact information, and remittance information;
- (b) PO number and project name;
- (c) invoice number and date;
- (d) billing period;
- (e) description of Products, Services, and Deliverables;
- (f) labor categories, names of personnel, hours, rates, and approved timesheets, if applicable;
- (g) milestone, deliverable, or acceptance reference, if applicable;

- (h) total current amount, cumulative billed amount, and remaining balance;
- (i) applicable taxes separately stated;
- (j) required supporting documentation; and
- (k) certification by Supplier that the invoice is accurate, allowable, properly supported, and in accordance with the PO.

Incomplete, inaccurate, unsupported, duplicate, premature, or noncompliant invoices may be rejected or delayed without penalty.

6.4 Payment Terms

Unless the PO states otherwise, Ashburn will pay undisputed, properly submitted invoices within forty-five (45) days after the later of: (a) Ashburn's receipt of a proper invoice; (b) delivery of the applicable Products or Deliverables; (c) completion of the applicable Services; and (d) Ashburn's or Client's acceptance of the Work.

6.5 Customer-Funded and Client-Paid Work

For Work performed in support of a Client contract, government contract, subcontract, grant, cooperative procurement, or other customer-funded engagement, Supplier acknowledges that Ashburn's payment obligation is contingent upon Ashburn's receipt of corresponding payment from the Client or higher-tier contractor for Supplier's accepted Work. Ashburn shall pay Supplier for properly invoiced, accepted Work within fifteen (15) business days after Ashburn receives corresponding payment from the Client or higher-tier contractor, unless the PO states a different period. Ashburn is not liable for Client-caused payment delays, Client disallowance, Client rejection, funding lapses, non-appropriation, stop-work orders, terminations, or nonpayment, except to the extent caused solely by Ashburn's breach of the PO.

6.6 Disputed Amounts

Ashburn may withhold disputed amounts without penalty. The Parties shall work in good faith to resolve invoice disputes. Supplier shall continue performance pending resolution of any dispute.

6.7 Setoff

Ashburn may set off, recoup, or withhold any amounts Supplier owes Ashburn or any Client against amounts payable to Supplier under the PO or any other agreement.

6.8 Taxes

Supplier is responsible for all taxes, duties, tariffs, assessments, and government charges arising from Supplier's income, employment, payroll, property, operations, or performance, except taxes that Ashburn is legally required to pay and that are separately stated on a proper invoice. Supplier shall cooperate with Ashburn to lawfully minimize taxes and shall accept valid exemption certificates.

6.9 Final Invoice; Time Bar

Supplier shall submit all invoices, including any final invoice marked “FINAL INVOICE,” within ninety (90) days after completion, expiration, or termination of the PO unless the PO states a shorter period. Claims, invoices, or charges submitted after that period are waived unless Ashburn agrees otherwise in writing.

7. Warranties

7.1 General Warranties

Supplier represents and warrants that:

- (a) Supplier has all rights, licenses, permits, authority, capacity, and resources necessary to perform the Work;
- (b) the Work will conform to the PO, specifications, SOW, documentation, samples, drawings, performance requirements, service levels, Client requirements, and applicable law;
- (c) Products will be new, genuine, merchantable, free from defects, free from liens, and fit for their intended purpose;
- (d) Services will be performed with professional skill, care, diligence, and judgment consistent with industry standards;
- (e) Personnel will meet all qualifications and requirements;
- (f) Work will not infringe, misappropriate, or violate any third-party Intellectual Property Rights;
- (g) Work will not contain malicious code, disabling devices, unauthorized access mechanisms, spyware, malware, viruses, or vulnerabilities intentionally introduced by Supplier;
- (h) Supplier will comply with all applicable laws and PO requirements;
- (i) Supplier will not provide counterfeit, suspect counterfeit, used, refurbished, gray-market, unauthorized, or misrepresented Products unless expressly authorized by Ashburn in writing; and
- (j) all representations, certifications, and information provided to Ashburn are accurate, current, and complete.

7.2 Supplier and Manufacturer Warranties

Supplier shall pass through to Ashburn and the Client all manufacturer, licensor, reseller, subcontractor, and third-party warranties, support rights, indemnities, and service commitments. Such warranties are in addition to, and do not limit, Supplier's warranties under these Terms.

7.3 Survival

Warranties survive inspection, acceptance, payment, expiration, and termination.

8. Intellectual Property; Work Product; Licenses

8.1 Ownership of Custom Work Product

Unless the PO states otherwise, all Deliverables and work product specifically created, developed, authored, conceived, reduced to practice, or delivered by Supplier in performing the PO are works made for hire to the maximum extent permitted by law and are owned exclusively by Ashburn upon creation. To the extent ownership does not vest automatically in Ashburn, Supplier hereby irrevocably assigns to Ashburn all right, title, and interest in such Deliverables and work product, including all Intellectual Property Rights.

8.2 Preexisting Materials

Supplier retains ownership of Supplier's Preexisting Materials. To the extent Supplier includes, embeds, requires, or uses any Preexisting Materials in the Work, Supplier grants Ashburn, its Affiliates, Clients, end users, successors, and assigns a perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable, sublicensable license to use, reproduce, perform, display, execute, distribute, modify, create derivative works from, maintain, support, and otherwise exploit such Preexisting Materials as necessary to use, receive, maintain, support, perform, operate, or obtain the full benefit of the Work and Ashburn's obligations to Clients.

8.3 Third-Party Materials

Supplier shall not include third-party materials, open-source software, copyleft software, restrictive licenses, or other materials in the Work unless Supplier has secured all rights necessary for Ashburn and the Client to use the Work as intended and has disclosed any restrictions in writing before delivery. Supplier shall provide copies of licenses, notices, and proof of rights upon request.

8.4 Commercial Products and Software

For commercial off-the-shelf products, commercial software, SaaS, cloud services, support, and subscriptions, Supplier grants or shall procure for Ashburn, the Client, and applicable end users all licenses, access rights, usage rights, support rights, documentation rights, and warranty rights required by the PO, Client contract, and intended use.

8.5 Ashburn and Client Materials

All materials, data, equipment, credentials, software, documentation, Confidential Information, and property furnished by Ashburn or a Client remain the property of Ashburn or the Client. Supplier shall use such materials solely to perform the PO, protect them from loss or misuse, maintain accurate records, and return or destroy them upon request.

8.6 No Supplier Publicity or Marks

Supplier shall not use Ashburn's or any Client's name, logo, trademarks, project name, contract name, or relationship for marketing, publicity, case studies, press releases, website references, or proposals without Ashburn's prior written consent.

9. Confidentiality; Data Protection; Security

9.1 Confidentiality Obligations

Supplier shall protect Confidential Information using at least reasonable care and no less than the care Supplier uses to protect its own similar information. Supplier shall use Confidential Information only to perform the PO and shall not disclose Confidential Information except to Personnel who have a need to know, are bound by written obligations at least as protective as these Terms, and are approved where approval is required.

9.2 Exclusions

Confidential Information does not include information Supplier can demonstrate by written records: (a) is publicly available through no breach by Supplier; (b) was lawfully known by Supplier without restriction before disclosure; (c) was lawfully received from a third party without confidentiality restrictions; or (d) was independently developed without use of Confidential Information.

9.3 Required Disclosure

Supplier may disclose Confidential Information to the extent required by law, court order, or government authority, but only after giving Ashburn prompt written notice, to the extent legally permitted, and cooperating with Ashburn to seek protective treatment. Supplier shall disclose only the minimum required information.

9.4 Return and Destruction

Upon request, expiration, or termination, Supplier shall return or securely destroy Confidential Information, Ashburn property, Client property, credentials, and copies, and certify compliance in writing. Supplier may retain archival copies only to the extent required by law, provided they remain protected and are not used for any other purpose.

9.5 Data Security

Supplier shall implement and maintain administrative, technical, and physical safeguards appropriate to the nature of the Work and information involved, including access controls, encryption where appropriate, least-privilege access, secure configuration, vulnerability management, logging, incident response, secure disposal, personnel screening, and protection against unauthorized access, disclosure, alteration, destruction, or loss.

9.6 Security Incidents

Supplier shall notify Ashburn immediately, and in no event later than twenty-four (24) hours, after discovering any actual or suspected unauthorized access, acquisition, disclosure, loss, compromise, misuse, ransomware event, malicious code event, credential compromise, cyber incident, privacy incident, or security incident involving Ashburn systems, Client systems, Confidential Information, CUI, personal information, or the Work. Supplier shall promptly investigate, contain, mitigate, remediate, preserve evidence, provide information requested by Ashburn, cooperate with Ashburn and Client reporting obligations, and not make external notices or admissions without Ashburn's approval unless legally required.

9.7 Personal Information

If Supplier processes personal information, Supplier shall comply with all applicable privacy and data protection laws, process personal information only for PO purposes and documented instructions, implement appropriate safeguards, assist Ashburn with legal and Client obligations, notify Ashburn of data subject or regulator requests, and not sell, share, retain, use, or disclose personal information except as permitted by the PO.

9.8 Artificial Intelligence, Analytics, and Data Use Restrictions

Supplier shall not use Confidential Information, Ashburn data, Client data, government information, personal information, CUI, or Work-related data to train, tune, test, improve, or develop artificial intelligence, machine learning, analytics, or similar models, products, or services except as expressly authorized in writing by Ashburn and permitted by the applicable Client contract.

9.9 CUI and Government Information

If Supplier creates, receives, stores, processes, transmits, or accesses CUI, covered defense information, federal contract information, government information, law enforcement information, protected health information, tax information, criminal justice information, export-controlled information, or other regulated information, Supplier shall comply with all applicable contract clauses, agency rules, security plans, safeguarding requirements, incident reporting obligations, and flow-downs, including any NIST, CMMC, FedRAMP, CJIS, HIPAA, IRS, or agency-specific requirements identified by Ashburn, the Client, or the PO.

9.10 Access to Systems

Supplier shall not access Ashburn or Client systems, networks, data, facilities, applications, or accounts except as authorized. Supplier shall not share credentials, bypass security controls,

install unauthorized software, connect unauthorized devices, or use access for any purpose other than PO performance.

9.11 Survival

Confidentiality obligations survive for five (5) years after expiration or termination. Trade secret, CUI, classified, regulated, personal information, and security-related obligations survive for as long as the information remains protected by law, contract, or its nature.

10. Government and Public-Sector Requirements

10.1 Applicability

If the PO supports or relates to a Government Contract, Supplier shall comply with all applicable federal, state, local, agency, public-sector, grant, prime contract, higher-tier subcontract, and Client requirements communicated by Ashburn or incorporated into the PO. Such requirements apply whether the Client is a direct government customer, prime contractor, higher-tier subcontractor, public authority, school district, public university, municipality, county, state agency, federal agency, or other public-sector entity.

10.2 Flow-Down Clauses

Supplier shall comply with all mandatory and applicable flow-down clauses, regulations, statutes, policies, and customer terms required by Ashburn's Client contract or applicable law. Such clauses are incorporated by reference into the PO to the extent applicable to the Work, dollar value, contract type, customer, funding source, place of performance, data involved, and nature of Supplier's role. Flow-downs may be incorporated through the PO, a Prime Contract Flow-Down Rider, customer contract addendum, agency addendum, cooperative purchasing addendum, security addendum, data protection addendum, hyperlink, attachment, or other written notice from Ashburn. Clauses that are not applicable are self-deleting.

10.3 Substitution of Parties

For incorporated government clauses, references to "Government," "Contracting Officer," "Contractor," "Prime Contractor," "Subcontractor," "Contract," and similar terms will be interpreted to preserve the intent of the clause and the relationship between Ashburn and Supplier. Unless the context requires otherwise, "Contractor" means Supplier, "Contract" means the PO, and "Government" or "Contracting Officer" means the applicable government customer or authorized official.

10.4 Representations and Certifications

Supplier shall provide and maintain all representations, certifications, registrations, reports, and disclosures requested by Ashburn, required by SAM.gov, eSRS, agency systems, state/local procurement portals, Client rules, or applicable law. Supplier represents that its statements, certifications, socioeconomic status, size status, exclusion status, labor category qualifications,

country-of-origin information, cybersecurity status, and supply chain representations are accurate, current, and complete.

10.5 Debarment; Suspension; Exclusions

Supplier represents that neither Supplier nor its principals, owners, officers, affiliates, or proposed lower-tier subcontractors are debarred, suspended, proposed for debarment, excluded, declared ineligible, or otherwise prohibited from receiving government contracts or participating in federal, state, local, or public-sector programs. Supplier shall notify Ashburn immediately if this representation becomes inaccurate.

10.6 Ethics; Procurement Integrity; Lobbying; Anti-Kickback

Supplier shall comply with all applicable procurement integrity, anti-kickback, gratuities, lobbying, gifts, conflicts of interest, anti-bribery, false claims, fraud, and ethics rules. Supplier shall not offer, solicit, provide, or accept anything of value intended to improperly influence any government official, Client employee, Ashburn employee, prime contractor, subcontractor, or procurement decision. Supplier shall promptly report suspected violations to Ashburn.

10.7 No Unauthorized Government or Client Communications

Supplier shall not communicate with any Client, government official, contracting officer, contracting officer's representative, program manager, end user, or higher-tier contractor regarding contract management, pricing, scope, claims, disputes, performance issues, schedule changes, payment, commitments, or modifications without Ashburn's prior written consent. This restriction does not prohibit legally protected communications, ordinary day-to-day technical coordination authorized by Ashburn, or communications that cannot lawfully be restricted.

10.8 Government Claims and Pass-Through Matters

If a Client, contracting officer, auditor, inspector general, grant authority, or other government authority makes a decision, determination, disallowance, rejection, withholding, offset, demand, or claim relating to Supplier's Work, Supplier shall be bound by that determination to the extent it relates to Supplier's Work. If Ashburn is required to refund, credit, repay, or absorb amounts because of Supplier's Work, invoice, noncompliance, defective pricing, false certification, audit finding, or misrepresentation, Supplier shall promptly reimburse Ashburn.

10.9 Audits and Records

Supplier shall maintain complete and accurate records supporting performance, invoices, costs, pricing, labor hours, personnel qualifications, cybersecurity compliance, flow-down compliance, and other PO obligations for at least six (6) years after final payment, or longer if required by the PO, Client contract, applicable law, pending dispute, audit, investigation, or claim. Supplier shall provide Ashburn, the Client, government auditors, inspectors general, and other authorized representatives access to such records as required.

10.10 Small Business and Socioeconomic Requirements

If applicable, Supplier shall support Ashburn's small business, supplier diversity, labor surplus area, domestic preference, and socioeconomic reporting obligations. Supplier shall not

misrepresent size, status, ownership, certifications, or eligibility. If Supplier subcontracts any portion of the Work with Ashburn's approval, Supplier shall flow down applicable socioeconomic requirements.

10.11 Labor and Employment Requirements

Supplier shall comply with applicable wage, hour, labor, equal employment opportunity, affirmative action, paid sick leave, service contract labor standards, prevailing wage, workplace safety, human trafficking, forced labor, child labor, nondiscrimination, veterans, disability, immigration, and employment eligibility requirements.

10.12 Domestic Preference; Country of Origin; Trade Compliance

Supplier shall comply with applicable Buy American, Trade Agreements Act, Build America Buy America, Berry Amendment, specialty metals, domestic sourcing, country-of-origin, marking, customs, supply chain, sanctions, and restricted-source requirements. Supplier shall provide country-of-origin, substantial transformation, manufacturer, component, and supply chain information upon request.

10.13 Prohibited Technology

Supplier shall not provide or use prohibited telecommunications, video surveillance, hardware, software, services, equipment, applications, or technology where prohibited by applicable law, regulation, contract clause, or Client requirement. Supplier shall provide representations and reports requested by Ashburn regarding covered telecommunications equipment or services, covered applications, Kaspersky Lab restrictions, Federal Acquisition Supply Chain Security Act orders, sanctions, and similar restrictions.

10.14 State, Local, Education, and Grant-Funded Work

For state, county, municipal, public education, public authority, or grant-funded work, Supplier shall comply with all applicable procurement rules, ethics rules, conflict-of-interest restrictions, lobbying restrictions, public records requirements, open records laws, cybersecurity rules, accessibility requirements, prevailing wage rules, nondiscrimination rules, domestic preference requirements, and funding conditions communicated by Ashburn or applicable to the Work.

10.15 Prime Contract Tailoring and Incorporation Mechanism

Ashburn may tailor any PO to a particular prime contract, subcontract, public-sector contract, cooperative purchasing vehicle, grant, commercial customer agreement, task order, delivery order, or statement of work by identifying the applicable contract vehicle, customer, flow-down clauses, security requirements, data requirements, insurance requirements, invoicing requirements, special terms, or attachments in the PO or in a Prime Contract Flow-Down Rider. Supplier shall comply with all such identified requirements to the extent applicable to Supplier's Work.

Ashburn may provide applicable flow-downs by attaching them to the PO, linking to them, listing clause numbers or contract sections, incorporating a customer addendum by reference, or issuing a written flow-down notice. Supplier shall promptly review the applicable flow-downs

and notify Ashburn before beginning Work if Supplier believes any requirement is inapplicable, ambiguous, commercially impracticable, inconsistent with the PO, or requires an adjustment to price, schedule, staffing, security posture, insurance, or performance. Supplier's failure to timely object before beginning Work constitutes acceptance of the applicable flow-downs.

If Ashburn's Client modifies, adds, deletes, or interprets any prime contract or higher-tier requirement applicable to Supplier's Work, Ashburn may modify the PO or issue a flow-down notice to incorporate the revised requirement. Supplier shall continue performance as directed while any resulting adjustment is resolved under Section 15.

11. Cybersecurity, Software, Cloud, and Technology Requirements

11.1 Applicability

This Section applies when Supplier provides software, SaaS, cloud services, hosting, managed services, IT services, cybersecurity services, technical support, system integration, access to systems, technology products, digital deliverables, or any Work involving Ashburn, Client, government, CUI, or personal information.

11.2 Secure Development and Software Integrity

Supplier shall follow secure development practices appropriate to the Work; maintain vulnerability management processes; provide software and updates free from known malicious code; disclose material vulnerabilities known to Supplier; and provide security documentation, software bill of materials, attestations, vulnerability reports, penetration test summaries, secure development attestations, or other materials reasonably requested by Ashburn or the Client.

11.3 Cloud Services

Supplier shall not store, process, or transmit Ashburn, Client, government, CUI, or regulated information in a cloud service unless authorized by Ashburn. If the Work supports a federal or defense customer and requires FedRAMP, DoD cloud computing, or equivalent controls, Supplier shall meet the required authorization level or equivalent security requirements stated in the PO or Client contract.

11.4 CMMC and NIST Requirements

If the PO includes, involves, or may involve CUI, covered defense information, federal contract information, or DoD requirements, Supplier shall comply with the applicable NIST SP 800-171, CMMC, Supplier Performance Risk System, DoD Assessment Methodology, incident reporting, and flow-down obligations required by the PO, prime contract, higher-tier subcontract, DFARS clause, or other customer requirement. Supplier shall not perform covered work unless it has the required assessment, score, certification, affirmation, or plan of action allowed by the applicable requirement.

11.5 Incident Cooperation

Supplier shall cooperate with Ashburn and Clients in investigating, reporting, mitigating, and remediating cyber incidents, including preservation of images, logs, forensic artifacts, affected data, communications, and chain-of-custody materials. Supplier shall not notify affected individuals, regulators, law enforcement, media, or Clients regarding an incident involving Ashburn or Client information without Ashburn's prior written approval unless legally required.

11.6 Ongoing Monitoring

Supplier shall promptly notify Ashburn of material security control failures, adverse audit findings, loss of required certifications, material vulnerabilities, unauthorized access, degraded security posture, or changes that may affect Supplier's ability to meet PO, Client, or regulatory security requirements.

12. Insurance

12.1 Required Coverage

Supplier shall maintain insurance appropriate to the Work, Supplier's obligations, applicable law, and any Client contract requirements. Unless the PO states otherwise, Supplier shall maintain at least the following coverages. If the Client contract, PO, or applicable law requires higher limits or additional coverages, Supplier shall satisfy the higher or additional requirement:

- (a) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Automobile Liability, if vehicles are used: \$1,000,000 combined single limit;
- (c) Workers' Compensation: statutory limits where required;
- (d) Employer's Liability: \$1,000,000 per occurrence;
- (e) Professional Liability / Errors and Omissions, for professional, consulting, technical, design, IT, software, managed, or advisory services: \$1,000,000 per claim; and
- (f) Cyber Liability, for software, SaaS, cloud, managed services, cybersecurity, data processing, system access, hosting, network engineering, security engineering, remote access, or regulated information: not less than \$5,000,000 per claim and annual aggregate, covering data security and privacy liability, unauthorized access and use, failure of security, breach of confidential information, privacy perils, breach response and mitigation costs, regulatory coverage, and technology/errors-and-omissions exposures where applicable, unless Ashburn approves a different amount in writing based on the nature and risk of the Work.

12.2 Additional Insured; Primary Coverage

Where applicable, Ashburn, its officers, managers, members, employees, agents, Clients, and other required parties shall be named as additional insureds on general liability and automobile liability policies. Supplier's insurance shall be primary and non-contributory. Supplier shall obtain waivers of subrogation in favor of Ashburn where commercially available.

12.3 Claims-Made Policies

If any required policy is written on a claims-made basis, Supplier shall maintain continuous coverage or purchase an extended reporting period for at least two (2) years after completion, expiration, or termination of the PO, or longer if required by the PO or Client contract.

12.4 Certificates

Supplier shall provide certificates of insurance before beginning Work and upon renewal or request. Insurance must be placed with financially responsible insurers authorized to do business in the applicable jurisdiction. Supplier shall provide at least thirty (30) days' prior notice of cancellation, nonrenewal, or material reduction where available.

12.5 No Limitation

Insurance requirements do not limit Supplier's liability, indemnity obligations, or other responsibilities.

13. Indemnity

13.1 Supplier Indemnity

Supplier shall defend, indemnify, and hold harmless Ashburn, its Affiliates, officers, managers, members, employees, agents, successors, assigns, Clients, and end users from and against all claims, damages, losses, liabilities, penalties, fines, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Supplier's or Personnel's acts, omissions, negligence, willful misconduct, or breach of the PO;
- (b) injury, death, or property damage caused by Supplier or Personnel;
- (c) infringement, misappropriation, or violation of Intellectual Property Rights;
- (d) cybersecurity incidents, data breaches, privacy violations, or unauthorized access caused by Supplier or Personnel;
- (e) violation of law, regulation, government contract requirement, Client requirement, or flow-down clause;

- (f) false claims, false statements, defective pricing, inaccurate certifications, fraud, or misrepresentations by Supplier;
- (g) employment, wage, tax, benefits, classification, immigration, workers' compensation, or personnel-related claims involving Supplier or Personnel;
- (h) liens, encumbrances, unpaid lower-tier subcontractors, or unpaid suppliers; and
- (i) products liability, defective products, counterfeit parts, or failure to comply with supply chain requirements.

13.2 IP Infringement Remedies

If any Work becomes or is likely to become subject to an infringement claim, Supplier shall, at its expense and Ashburn's option: (a) procure the right to continue using the Work; (b) replace the Work with non-infringing equivalent work; (c) modify the Work so it becomes non-infringing without loss of functionality, performance, security, or compliance; or (d) refund all amounts paid for the affected Work and reimburse Ashburn for related costs and damages.

13.3 Indemnity Procedures

Ashburn shall provide Supplier reasonable notice of claims for which indemnity is sought. Supplier may control the defense only with Ashburn's written consent and only if Supplier uses counsel acceptable to Ashburn, diligently defends the claim, and does not settle in a manner that admits fault, imposes obligations, restricts rights, or fails to provide a full release without Ashburn's prior written consent. Ashburn may participate with its own counsel at its own expense, or at Supplier's expense where Supplier fails to defend adequately or a conflict exists.

14. Limitation of Liability

14.1 Exclusion of Certain Damages

Except as stated in Section 14.2, neither Party will be liable to the other for indirect, incidental, special, consequential, exemplary, or punitive damages, or lost profits, lost revenue, or lost business, arising under the PO, even if advised of the possibility of such damages.

14.2 Exclusions from Limitation

The exclusions and limitations in this Section do not apply to: (a) indemnity obligations; (b) confidentiality, data security, privacy, CUI, or cybersecurity obligations; (c) infringement or misappropriation of Intellectual Property Rights; (d) fraud, gross negligence, willful misconduct, or intentional breach; (e) payment obligations; (f) violation of law or government contract requirements; (g) employment, tax, wage, classification, immigration, or benefits claims; (h) amounts recoverable under insurance; or (i) liabilities that cannot be limited by law.

14.3 Supplier Liability Cap

Except for the exclusions in Section 14.2, Supplier's aggregate liability under the PO shall not exceed the greater of: (a) two times the amounts paid or payable under the PO; or (b) \$500,000. The PO may specify a higher cap based on risk.

14.4 Ashburn Liability Cap

Except for Ashburn's obligation to pay undisputed amounts properly due under the PO, Ashburn's aggregate liability under the PO shall not exceed the amounts paid or payable to Supplier for the specific Work giving rise to the claim.

15. Changes; Stop Work; Suspension

15.1 Changes

Ashburn may, by written notice, make changes within the general scope of the PO, including changes to specifications, drawings, designs, quantities, delivery, schedule, place of performance, method of shipment, security requirements, Client requirements, flow-down clauses, or Ashburn/Client-furnished property. Supplier shall proceed with the changed Work as directed.

15.2 Equitable Adjustment

If a change causes a material increase or decrease in Supplier's cost or time of performance, Supplier shall request an equitable adjustment in writing within ten (10) days after receiving the change notice or becoming aware of the event giving rise to the request. Failure to timely request an adjustment waives the claim. No adjustment is binding unless incorporated in a written PO modification issued by Ashburn.

15.3 Stop Work and Suspension

Ashburn may direct Supplier to stop, suspend, or delay all or part of the Work. Supplier shall immediately comply, minimize costs, protect Work in progress, and resume only upon Ashburn's written direction. If the stop-work order is not cancelled, Ashburn may terminate the affected Work for convenience or default, as applicable.

16. Termination; Cancellation

16.1 Termination for Convenience

Ashburn may terminate the PO, in whole or in part, for convenience at any time by written notice. Supplier shall stop Work as directed, minimize costs, and submit a final invoice for Work completed and accepted before the effective termination date. Supplier is not entitled to lost profits, anticipatory profits, unabsorbed overhead, consequential damages, or charges not recoverable from the Client or not authorized by Ashburn.

16.2 Termination for Default

Ashburn may terminate the PO, in whole or in part, for default if Supplier: (a) fails to deliver or perform on time; (b) fails to make progress so as to endanger performance; (c) provides defective or nonconforming Work; (d) breaches the PO; (e) violates law, security requirements, ethics rules, or flow-down obligations; (f) becomes insolvent or subject to bankruptcy, receivership, assignment for the benefit of creditors, or similar proceedings; (g) loses required certifications, licenses, clearances, access, insurance, or eligibility; or (h) fails to provide adequate assurances of performance upon request.

Ashburn may allow Supplier a cure period where Ashburn determines the default is curable. If no cure period is provided, or if Supplier fails to cure within the period provided, termination may be immediate.

16.3 Effect of Termination

Upon termination, Supplier shall: (a) stop Work as directed; (b) terminate lower-tier work as directed; (c) protect and preserve Work in progress; (d) deliver completed or partially completed Work, data, records, and property as directed; (e) return or destroy Confidential Information; and (f) cooperate in transition to Ashburn or another supplier.

16.4 Customer Cancellation or Funding Loss

Ashburn may cancel or terminate the PO without liability, in whole or in part, if the Client cancels, terminates, reduces, delays, fails to fund, fails to appropriate funds, fails to authorize, fails to accept, or materially modifies the corresponding work, funding, order, contract, or requirement.

16.5 Remedies Cumulative

Ashburn's termination rights are in addition to all other rights and remedies.

17. Compliance With Laws; Business Conduct

17.1 Compliance

Supplier shall comply with all applicable federal, state, local, foreign, and industry laws, regulations, ordinances, rules, orders, and standards relating to the Work, including procurement, employment, wage and hour, tax, safety, environmental, privacy, cybersecurity, export control, sanctions, anti-bribery, anti-corruption, antitrust, intellectual property, accessibility, and supply chain laws.

17.2 Anti-Bribery and Anti-Corruption

Supplier shall comply with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act where applicable, and all other applicable anti-bribery and anti-corruption laws. Supplier shall not offer, promise, authorize, give, request, or accept any bribe, kickback, improper payment, gift, gratuity, or thing of value to obtain or retain business or secure an improper advantage.

17.3 Conflicts of Interest

Supplier shall avoid actual, potential, perceived, or apparent conflicts of interest and organizational conflicts of interest. Supplier shall immediately notify Ashburn of any relationship, financial interest, employment, access to nonpublic information, impaired objectivity, biased ground rules, unequal access, or other circumstance that may create a conflict or unfair competitive advantage.

17.4 Export Control and Sanctions

Supplier shall comply with all applicable export control, sanctions, import, customs, and anti-boycott laws, including the Export Administration Regulations, International Traffic in Arms Regulations, Office of Foreign Assets Control sanctions, and U.S. anti-boycott rules. Supplier shall not export, re-export, transfer, disclose, or provide access to export-controlled information, software, technical data, items, or services except as authorized by law and the PO.

17.5 Public Releases

Supplier shall not issue press releases, announcements, advertisements, social media posts, case studies, or other public statements relating to Ashburn, any Client, the PO, or the Work without Ashburn's prior written consent.

18. Subcontracting; Assignment; Lower-Tier Suppliers

18.1 Subcontracting

Supplier shall not subcontract, delegate, or outsource any portion of the Work without Ashburn's prior written consent. Approved lower-tier subcontracting does not relieve Supplier of responsibility for the Work.

18.2 Flow-Down to Lower Tiers

Supplier shall flow down all applicable PO terms, Client requirements, confidentiality obligations, data security obligations, intellectual property obligations, insurance obligations, audit rights, and government clauses to approved lower-tier subcontractors. Supplier is fully responsible for acts and omissions of Personnel and lower-tier subcontractors.

18.3 Assignment

Supplier shall not assign, transfer, delegate, or novate the PO or any rights, claims, or obligations without Ashburn's prior written consent. Any attempted assignment without consent is void. A change of control, merger, sale of substantially all assets, or transfer of the business unit performing the Work is deemed an assignment requiring Ashburn's consent.

19. Non-Solicitation; Client Protection; Business Opportunities

19.1 Client Relationship Protection

During the PO and for twelve (12) months after completion, Supplier shall not knowingly solicit, contract directly with, or bypass Ashburn with respect to the same Client opportunity, project, recomplete, renewal, option, expansion, or natural follow-on work introduced to Supplier by Ashburn or supported by Supplier under the PO, except with Ashburn's prior written consent or where prohibited by applicable law or government procurement rules.

19.2 No Restriction on Government Sales

Nothing in these Terms restricts Supplier from selling standard commercial products or services to the government or any third party in a manner protected by applicable law, including restrictions on limitations of subcontractor sales to the government.

19.3 Employee Non-Solicitation

During the PO and for twelve (12) months after completion, Supplier shall not directly solicit for employment Ashburn employees or dedicated project Personnel with whom Supplier interacted through the Work, except through general solicitations not targeted at such individuals or where prohibited by law.

20. Disputes

20.1 Good Faith Resolution

The Parties shall first attempt in good faith to resolve disputes through prompt discussions between business and contracts representatives.

20.2 Continued Performance

Pending resolution of any dispute, Supplier shall continue performing the PO as directed by Ashburn, unless Ashburn directs otherwise.

20.3 Venue

Any dispute arising out of or relating to the PO shall be brought exclusively in the state or federal courts located in Loudoun County, Virginia or the Eastern District of Virginia, as applicable. Supplier consents to personal jurisdiction and venue in those courts.

20.4 Governing Law

The PO is governed by the laws of the Commonwealth of Virginia, without regard to conflicts-of-law rules.

20.5 Attorneys' Fees

The prevailing Party in an action to enforce the PO is entitled to recover reasonable attorneys' fees and costs, except where prohibited by applicable law or government contract requirements.

20.6 Jury Waiver

To the fullest extent permitted by law, each Party waives the right to trial by jury in disputes arising out of or relating to the PO.

21. Notices

Notices must be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or confirmed email to the addresses stated in the PO or supplier registration records.

Notices to Ashburn shall be sent to:

Ashburn Consulting LLC

Attn: Contracts / Legal / Authorized PO Representative

42813 Forest Spring Drive, Leesburg, VA 20176

Email: contracts@ashburnconsulting.com

Operational communications, invoices, routine project communications, and technical notices may be sent as instructed in the PO, but contractual notices of breach, claim, dispute, termination, indemnity, or legal process must be sent as provided above.

22. General Terms

22.1 Severability

If any provision is invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable.

22.2 Waiver

No waiver is effective unless in writing and signed by the Party granting the waiver. Failure to enforce a provision is not a waiver.

22.3 Force Majeure

Neither Party is liable for delay or failure caused by events beyond its reasonable control and without its fault or negligence, including acts of God, natural disasters, war, terrorism, civil unrest, epidemics, quarantine restrictions, labor disruptions, freight embargoes, or sovereign acts. The affected Party shall promptly notify the other Party, mitigate the impact, and resume performance as soon as practicable. Ashburn may terminate or cancel affected Work if delay threatens Ashburn's obligations to a Client or exceeds thirty (30) days.

22.4 Survival

Provisions that by their nature should survive expiration or termination, including payment, audit, confidentiality, data security, privacy, intellectual property, warranties, indemnity, limitation of liability, government requirements, records, disputes, and compliance obligations.

22.5 Remedies

Ashburn's rights and remedies are cumulative and may be exercised concurrently or separately.

22.6 Entire Agreement

The PO and these Terms constitute the complete agreement between Ashburn and Supplier for the Work and supersede prior or contemporaneous communications regarding the same subject matter, except for any separate signed agreement that controls under Section 1.4.

22.7 Electronic Acceptance

Electronic signatures, portal acceptance, email acceptance, and electronic records are valid and binding.

22.8 No Reliance

Customer acknowledges that it has not relied on any statements, representations, or promises not expressly set forth in the Purchase Order or these Terms.

Appendix A: Federal Government Flow-Down Addendum

This Appendix applies when the PO supports a federal prime contract, federal subcontract, federal grant, federal schedule order, federal task order, DoD contract, civilian agency contract, or other federal customer requirement. Clauses apply only to the extent applicable based on the Work, dollar value, contract type, data involved, place of performance, and requirements of Ashburn's Client contract. Clauses that are not applicable are self-deleting. Unless otherwise stated in the PO or applicable prime contract, incorporated FAR, DFARS, and agency clauses shall apply in the version required by the applicable prime contract, higher-tier subcontract, task order, delivery order, or customer requirement. The full text of FAR and DFARS clauses is available at [acquisition.gov](https://www.acquisition.gov).

Supplier shall comply with any customer-specific requirements, terms, and conditions that may be separately provided and incorporated by reference, to the extent applicable to the Work.

A.1 Core Federal Acquisition Requirements

Supplier shall comply with applicable FAR clauses required by the prime contract, higher-tier subcontract, law, or PO, including as applicable:

- FAR 52.203-3, Gratuities
- FAR 52.203-6, Restrictions on Subcontractor Sales to the Government
- FAR 52.203-7, Anti-Kickback Procedures
- FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions
- FAR 52.203-13, Contractor Code of Business Ethics and Conduct
- FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- FAR 52.204-2, Security Requirements
- FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems
- FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- FAR 52.204-27, Prohibition on a ByteDance Covered Application
- FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- FAR 52.211-5, Material Requirements
- FAR 52.211-15, Defense Priority and Allocation Requirements
- FAR 52.215-2, Audit and Records—Negotiation

- FAR 52.215-10 through 52.215-13, Cost or Pricing Data / Defective Pricing clauses, as applicable
- FAR 52.219-8, Utilization of Small Business Concerns
- FAR 52.222-21, Prohibition of Segregated Facilities
- FAR 52.222-26, Equal Opportunity
- FAR 52.222-35, Equal Opportunity for Veterans
- FAR 52.222-36, Equal Opportunity for Workers with Disabilities
- FAR 52.222-37, Employment Reports on Veterans
- FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
- FAR 52.222-41, Service Contract Labor Standards, if applicable
- FAR 52.222-50, Combating Trafficking in Persons
- FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving
- FAR 52.224-3, Privacy Training, if applicable
- FAR 52.225-5, Trade Agreements, if applicable
- FAR 52.225-13, Restrictions on Certain Foreign Purchases
- FAR 52.227-series patent, copyright, data rights, and software clauses, as applicable
- FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors, if applicable
- FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services
- FAR 52.245-1, Government Property, if applicable
- FAR 52.246-series inspection clauses, as applicable
- FAR 52.247-series transportation clauses, as applicable

A.2 Defense Federal Acquisition Regulation Supplement Requirements

For DoD-supported Work, Supplier shall comply with applicable DFARS clauses required by the prime contract, higher-tier subcontract, law, or PO, including as applicable:

- DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials
- DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights
- DFARS 252.204-7000, Disclosure of Information
- DFARS 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
- DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support
- DFARS 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements
- DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements

- DFARS 252.204-7021, Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement, when included or required
- DFARS 252.204-7024, Notice on the Use of the Supplier Performance Risk System
- DFARS 252.211-7003, Item Unique Identification and Valuation
- DFARS 252.223-7008, Prohibition of Hexavalent Chromium
- DFARS 252.225-series domestic source, specialty metals, and foreign acquisition clauses, as applicable
- DFARS 252.227-series technical data and computer software clauses, as applicable
- DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services
- DFARS 252.246-7007 and 252.246-7008, Contractor Counterfeit Electronic Part Detection and Avoidance System / Sources of Electronic Parts, as applicable
- DFARS 252.247-series transportation clauses, as applicable

A.3 Cybersecurity and CUI Flow-Down

If Supplier will process, store, transmit, create, or access federal contract information, CUI, covered defense information, or other government-controlled information, Supplier shall comply with all applicable cybersecurity clauses and requirements, including any required safeguarding controls, incident reporting obligations, assessment obligations, CMMC certification or affirmation obligations, cloud security requirements, and flow-down requirements. Supplier shall not provide covered systems, cloud services, or data processing services until required security obligations are satisfied.

A.4 Government Property

If Supplier receives or uses government, Client, or Ashburn property, Supplier shall protect, identify, track, use, maintain, report, and return such property in accordance with the PO, FAR 52.245-1 where applicable, Client requirements, and Ashburn instructions.

A.5 No Privity

Supplier acknowledges that it has no contractual privity with the government or Client by virtue of the PO and shall look only to Ashburn for direction and payment, except where applicable law, contract clauses, audits, or investigations provide otherwise.

Appendix B: State, Local, Education, and Public-Sector Addendum

This Appendix applies when the PO supports a state, county, municipal, public education, public authority, transit authority, utility, grant-funded, or other public-sector customer.

Supplier shall comply with any customer-specific requirements, terms, and conditions that may be separately provided and incorporated by reference, to the extent applicable to the Work.

Supplier shall comply with all applicable public-sector terms communicated by Ashburn or required by the Client contract, including:

1. procurement ethics, gifts, gratuities, lobbying, and conflict-of-interest restrictions;
2. nondiscrimination, equal employment, wage, labor, workplace safety, and employment eligibility requirements;
3. public records, open records, audit, retention, and inspection obligations;
4. cybersecurity, privacy, breach notification, accessibility, and data localization requirements;
5. domestic preference, Buy America, Build America Buy America, country-of-origin, and grant funding requirements;
6. background checks, fingerprinting, badging, CJIS, education data, health data, tax data, or law enforcement data requirements;
7. insurance, indemnity, sovereign immunity, no-lien, and public works requirements;
8. flow-down clauses and certifications required by the public-sector customer; and
9. all customer-specific procedures, policies, and compliance requirements incorporated into the PO.

Supplier shall provide certifications, reports, records, and assistance requested by Ashburn to demonstrate compliance.

Appendix C: PO Cover Page Acceptance Language

Ashburn may include the following or similar language on its PO, supplier portal, vendor onboarding form, or via quote acceptance:

By This Purchase Order is governed by Ashburn Consulting LLC's Purchase Order Terms and Conditions available at:

[Insert final online URL]

By accepting or acknowledging this Purchase Order, beginning performance, shipping products, providing services, submitting an invoice, accepting payment, or otherwise recognizing the existence of this Purchase Order, Supplier agrees to this Purchase Order and Ashburn Consulting LLC's Purchase Order Terms and Conditions.

Ashburn rejects any additional, inconsistent, or different terms in Supplier's quote, invoice, acknowledgment, online terms, click-wrap terms, portal terms, or other documents unless expressly accepted in a writing signed by Ashburn's authorized contracts representative.

If this Purchase Order supports a federal, state, local, public-sector, commercial, or customer-funded contract, Supplier also agrees to comply with all applicable flow-down clauses, customer requirements, cybersecurity requirements, insurance requirements, and public procurement obligations incorporated into or applicable to this Purchase Order.