CROWLEY

GENERAL PROVISIONS APPLICABLE TO GOODS AND SERVICES SUPPORTING THE PRIME CONTRACT TANKER SECURITY PROGRAM

GOVERNMENT SUBCONTRACT:
This Contract is entered into by the Buyer and Seller in support of a US Government contract, with the Buyer as the Prime Contractor, not an agent for the US Government. The specific Prime Contract Number can be found referenced on the first page of the Purchase Order and above.
It is understood and agreed that the following terms and conditions of this Order are applicable to both the sale of goods and/or services to Buyer. The following terms and conditions shall apply in all cases:

Definitions: The term "Buyer" includes the purchaser of the goods and/or services, as well as the ultimate consumer, user and/or recipient of the goods and/or services, and all rights, benefits and remedies conferred upon Buyer by this Order shall also accrue to and be available to and are for the express benefit of said consumer, user and/or recipient, as well as any successor in interest of Buyer. The term "goods" includes equipment, parts, components, materials and any other personal property of every type, kind and description, as specifically described in the business terms of the Order. The term "services" includes all design, consulting, delivery, installation, inspection, training, testing, repair, improvements and/or other work or services as specifically described in the business terms of the Order, including any services that are otherwise required in connection with, or incidental to furnishing, any goods described in the Order. The term "property" includes the vessel, equipment and/or other property of Buyer for which Seller is to provide goods and/or services. The term "Order" means the order to purchase goods and/or services described in the business terms of the Order, together with these terms and conditions, including any attachments hereto or documents referred to herein. The term "business terms"
refers to the business terms and other special provisions of the Order (other than these general terms and conditions), including, but not limited to, the line descriptions of the goods and services and the payment terms. "Flow Down clauses" means those per FAR 52.252.2 below. In each clause so incorporated, substitute "Buyer" for "Government" and "Contracting Agency" and "Buyer's Procurement Representative" for "Contracting Officer" and "Contractor" means Seller throughout. "Prime Contract" means the Contract between Buyer and the US Government or between Buyer and its higher-tier Contractor in support of a contract with the US Government.

Acceptance and Entire Agreement: Seller's commencement of services under this Order, shipment of goods specified in this Order, or acknowledgement of this Order within five (5) days of receipt of the Order, shall be conclusively deemed acceptance of this Order, including the terms and conditions described herein. This Order constitutes the entire agreement between the parties with respect to the subject matter hereof. Any written confirmation or acknowledgment of this Order, or any oral understanding upon which this Order is based, containing proposals or terms additional to or different from those set forth herein are not binding on Buyer unless Buyer expressly agrees to any such proposal or term in writing. Notwithstanding the foregoing, this Order shall not replace or supersede any written confidentiality agreement signed by the parties.

Order of Precedence: In the event of any conflict or inconsistency among the documents comprising this Order, the following order of precedence shall apply: (1) any related executed BIMCO form or other executed subcontract form; (2) the business terms and any special provisions of this Order; (3) these general terms and conditions; and (4) any incorporated flow-down clauses, but only to the extent applicable. Notwithstanding the foregoing, any mandatory requirement of applicable law, regulation, or the Prime Contract that must be flowed down to Seller shall control to the extent required.

Defense Priorities and Allocations System (DPAS): Whenever a DPAS rating appears on the face or any line of your Purchase Order, it means that it is a rated order certified for national defense, emergency preparedness, and energy program use, and you are required to follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR part 700). By confirming and accepting the PO, you accept the DPAS rating.

Changes in Order: Buyer shall have the right to order changes from time to time in the performance required of Seller under this Order, and Seller shall without delay conform to any such change order. In the event of any such change in this Order, the prices or times of performance, or both, shall be adjusted within reasonable and appropriate limits; provided, however, that Buyer shall have no obligation to pay any claim by Seller for increase in price or time of performance required which is not received by Buyer in writing within ten (10) calendar days after the date the change is ordered. No change shall be made by Seller in the performance required by this Order except as such change is specified in writing and signed by an authorized representative of Buyer.

Acceptance of Shipments and Inspection: All goods and services covered by this Order are subject to inspection by Buyer at any time or place reasonably designated by Buyer and may be rejected if not strictly in accordance with the terms and conditions of the Order. Payment for shipments and/or progress payments for work in progress shall not constitute acceptance thereof, and defective or nonconforming shipments or performance will, at Buyer's option, be held for Seller's instructions at Seller's risk, or will be returned to Seller. Seller will be responsible for transportation charges on returned shipments both ways. Any prior payment made by Buyer on such rejected goods or services shall be immediately refunded, and the rejected goods or services shall not be replaced or re-performed without an additional order from Buyer. At Buyer's option, inspection and tests before delivery may be made by Buyer or Buyer's customers at Seller's premises or elsewhere as designated by Buyer, at reasonable times and places, and Seller will provide sufficient safe and proper facilities for such inspection or testing; but, notwithstanding such inspection and tests, or inspections and tests made prior to the issuance of this Order, the goods and services covered by this Order are subject to rejection upon final testing, inspection and use by Buyer and/or Buyer's customer upon delivery to the premises of Buyer and/or Buyer's customer. Buyer's count shall be accepted as final on all shipments whether or not accompanied by a packing list.

Permits and Approvals: All necessary permits, bonds, testing, inspection, and approval of materials or workmanship are to be provided and arranged by Seller at no additional cost to Buyer unless authorized herein.

Performance and Waivers: Any waiver by Buyer of strict performance with regard to any of the terms, conditions or provisions of this Order must be in writing, executed by Buyer to be effective, and such waiver shall not be deemed a waiver of Buyer's rights to insist upon strict performance of all portions of this Order not waived, and strict performance thereafter of provisions presently waived.

Timely Submission of Invoices: The Supplier shall submit all invoices for services rendered or goods delivered under this Agreement no later than ninety (90) calendar days following the completion of the applicable work or delivery of goods. Failure to submit an invoice within this period may result in non-payment, unless otherwise agreed to in writing by both Parties prior to the expiration of the deadline. Crowley reserves the right to reject any invoice submitted after the deadline.

Default: Buyer reserves the right to cancel this Order in its entirety, or in part, on account of defects in

materials, workmanship or quality, or if the Seller fails to comply with or perform any of the terms and conditions of this Order. Seller shall also be liable for all damages and costs of Buyer resulting from such default, regardless of any action taken or not taken by Buyer to cancel this Order entirely or in part. Compliance with Laws: Any reference in these terms and conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. Seller shall comply with all applicable laws and regulations of governmental authorities, including among other things, Executive Order 11246, as amended, 38 USC 4212 on the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Part 60-1 through 60-60, 60-250, and 60-741, matters involving the Civil Rights Act of 1964, wages, hours, materials, race, color, sex and creed of workmen, price regulations and renegotiation provision, and other matters, whether or not specifically mentioned herein. The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6, if applicable. Seller shall abide by the requirements of 41 C.F.R. 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Seller shall abide by the requirements of 41 C.F.R. 741.5(a), which prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Seller shall comply with the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), 22 USC 7102, of the Occupational Safety and Health Act of 1970, the standards and regulations issued thereunder and all applicable federal and state occupational safety and health laws such as “Right-to-Know” regulations. Hazard communication information, such as complete Material Safety Data Sheets (MSDS), shall be supplied to the Buyer for all hazardous materials.

Time: Time is of the essence for this Order.

Drawings: Seller shall furnish for the approval of Buyer all shop drawings as Buyer may require, and all workmanship and materials shall be in strict accordance with the approved drawings. All plans, specifications and drawings provided by Buyer to Seller in connection with this Order or provided by Seller especially for performance hereunder shall be the property of Buyer and may not be used at any time for any other purpose by Seller.

Assignment and/or Subcontracting: Seller may not assign or subcontract any portion of its obligations under this Order nor assign or otherwise transfer any monies due or to become due hereunder, without first obtaining the written consent of Buyer.

Advertising: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has either contracted to furnish or has sold to Buyer the goods or services herein mentioned.

Indemnity: To the extent permitted under law, Seller shall indemnify, hold harmless and defend Buyer from and against any and all suits, legal proceedings, claims, demands, damages, losses, fines, penalties, costs and expenses of whatsoever kind or character (including, but not limited to, reasonable attorneys’ fees and expenses) arising out of (1) any breach by Seller of the terms and conditions of this Order, (2) any injury (including death) or damage to any persons or property in any manner, caused or occasioned by any defect in the goods or services or any act, omission, fault, negligence or default of Seller or anyone acting on its

behalf, and (3) any claims that the goods and/or services, or Buyer's possession, use or sale of the goods and/or services, infringe upon any patents, trademarks, copyrights or other intellectual property rights of any third party.

Termination: Buyer may terminate this Order, in whole or in part, at any time by written notice, stating the extent and effective date of such termination. Upon receipt of such notice Seller will, as and to the extent directed by Buyer, stop work under this Order, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Buyer's sole liability to Seller in case of termination shall be reimbursement of Seller's expenses incurred up to and including the date and time of termination.

Limitation on Damages: In no event shall Buyer be responsible for consequential, incidental, indirect, punitive, exemplary or special damages including without limitation extra expense, loss of use of property, delay or lost profits, whether resulting from negligence, breach or otherwise and even if the possibility of such damages is foreseeable by Buyer.

Taxes: Unless otherwise expressly provided in the business terms of this Order, all taxes, duties, tolls, fees, import charges or other governmental exactions shall be deemed included in the purchase price, and Buyer shall have no liability to pay Seller any amount in excess of the purchase price specified herein.

Extension of Benefits: All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Order to the benefit of Buyer shall also apply to and for the benefit of all entities that are parent of, subsidiary to, affiliated with or under the same management or control as Buyer, as well as all directors, officers, employees and agents of said entities.

Vendor Code of Conduct: Seller shall refer to and comply with the Crowley Vendor Code of Conduct, a copy of which is available at www.crowley.com, which Vendor Code of Conduct is hereby incorporated by reference and made a part of this Order, as the same may be amended from time to time.

Confidentiality: All confidential information of Buyer disclosed to Seller in connection with this Order will remain the exclusive and confidential property of the Buyer. The Seller will not disclose the Buyer's confidential information and will use at least the same degree of care, discretion and diligence in protecting the Buyer's confidential information as it uses with respect to its own confidential information, but in no case less than reasonable care. Seller will limit access to Buyer's confidential information to its employees and authorized representatives with a need to know the confidential information to perform this Order and who are under a similar confidentiality agreement with Seller.

Seller shall be responsible for any breach of this confidentiality obligation by its employees or authorized representatives.

Prohibited Equipment and Services: Seller represents and warrants that the goods or services provided under this Order shall not include covered telecommunications equipment or services from prohibited Chinese sources as defined in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 and the rules and regulations promulgated thereunder. Seller further represents and warrants that all goods provided under this Order shall not contain asbestos and are in compliance with SOLAS Regulation II-1/3-5.

Miscellaneous:
A notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

No waiver by the Buyer of any breach of the Order by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of the Order is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Order and the remainder of the provisions of the Order shall not be affected.

The Order shall be construed in accordance with, and all disputes shall be governed by, the laws of the State of Florida specifically including the provisions of the Uniform Commercial Code as adopted by that state, and the Seller agrees to submit to the jurisdiction of the courts of U.S. District Court for the Middle District of Florida located in Jacksonville in the event of any proceedings therein in connection herewith.
Independent Contractor: Seller shall determine the manner and method of performing any services under this Order and shall operate at all times as an independent contractor and not as an agent, partner or employee of Buyer.

Nature of Work: The nature and location of the services and all conditions which may affect its completion have been carefully inspected and considered by Seller, who assumes all risk of loss and unanticipated expense, however caused and whether or not foreseeable.

Safety: Seller shall comply with all applicable Crowley safety, health, and environmental rules and requirements, including those applicable to third parties performing work for, or delivering goods to, Crowley. An overview of these requirements is available at **Third Party Safety**.

Cyber Security Reporting: The Seller must take reasonable actions to contain, prevent, mitigate, and rectify a confirmed Security Incident and provide all reasonable cooperation, information, and resources that Crowley requests to investigate the confirmed Security Incident.

Unless otherwise required by law, Third Party must contact its Crowley business liaison and send an email to the Crowley Incident Reporting Center at CSIRT@Crowley.com promptly and without undue delay, preferably within twenty-four (24) but no later than seventy-two (72) hours after discovering or otherwise becoming aware of a confirmed Security Incident. Third Party must provide Crowley:

1. Prompt updates of any new material information; and
2. Regular periodic updates until completion of the Security Incident investigation.

Crowley reserves the right to take additional actions deemed necessary, including severing connectivity, until confirmation of containment or incident resolution is provided.

Within two (2) weeks of the completion of a Security Incident investigation, Third Party must provide their Crowley business liaison and CSIRT@Crowley.com with an executive summary, in writing, which generally includes the following:

- Description of the Security Incident
- Timeline of the Security Incident indicating when significant events related to the Security Incident occurred
- Suspected perpetrators of the Security Incident
- Root cause of Security Incident
- Crowley infrastructure or Crowley Information affected
- Completed corrective and preventive action plan - this includes appropriate remediation, accountability, and a target resolution date relative to the findings from the Security Incident investigation, and steps taken to prevent the Incident from occurring again in the future.

PPROVISIONS APPLICABLE ONLY TO GOODS

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of goods hereunder.

Title: Title and risk of loss to the goods shall pass to Buyer upon Buyer's acceptance of delivery at the place specified in the business terms of this Order. Shipping tickets and/or packing slips must show in detail any goods shipped and must accompany all deliveries.

Crating, Cartage, Storage: No charges will be accepted by the Buyer for crating, boxing, cartage, storage or like services, unless specifically agreed to in writing prior to performance hereunder.

Warranties: Seller warrants clear and merchantable title to the goods free of any security interest, lien or encumbrance and that the goods, and Buyer's

possession, use or sale of the goods, do not violate any patents, trademarks, copyrights or other intellectual property rights of any third parties. Seller further warrants that the goods shall be merchantable, of the quality specified, and shall be fit for the purposes intended. All implied warranties of the Uniform Commercial Code and warranties implied by usage of trade are reserved by Buyer and incorporated herein.

Transportation Costs: Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If this Order calls for payment of any transportation costs by Buyer, Buyer shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be accountable for and shall pay any excess transportation costs arising from Seller's failure to make delivery to the FOB point or to follow shipping instructions furnished by Buyer.

PROVISIONS APPLICABLE ONLY TO SERVICES

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of services hereunder.

Manner and Materials: Seller shall perform the services in a workmanlike manner at the location designated by Buyer in accordance with the specifications of Buyer. All plans, drawings, materials, machinery, equipment, outfitting and workmanship involved in performance of the services shall be

supplied by Seller and shall be of a quality conforming to the best commercial practice for services of this type.

Travel: Travel expenses shall be included in all proposals/quotations/change orders and shall be fully supported by receipts when invoicing for payment. Costs cannot exceed the minimum per diem rates listed on the website(s) CONUS Per Diem Rates; OCONUS Per Diem Rates. Per the GSA and JTR the reimbursable costs for the first and last travel days are limited to 75% of costs. NO MARKUPS ARE ALLOWED.

Warranties: Seller shall keep Buyer's property free and clear of all liens, security interests, encumbrances and claims of every nature, including statutory and maritime liens in favor of vendors, workmen, materialmen, subcontractors, or others arising by, through or under Seller. Seller shall discharge all such liens and other claims at once. Seller hereby waives all liens, whether possessory or otherwise, in its favor which would otherwise attach to Buyer's property. Seller shall correct to the satisfaction of Buyer all defects in workmanship or in deliverables or materials furnished by Seller hereunder, which may develop or become known within a period of one year (or other period as may be specified in the business terms of this Order) after completion of the services.

All deliverables, writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Seller in the course of performing the services for Buyer, together with any associated copyrights, are works made for hire and the exclusive property of Buyer. To the extent that any deliverables, writings or works of authorship may not, by operation of law, be works made for hire, this Order shall constitute an irrevocable assignment by Seller to Buyer of the ownership of and all rights of copyright in such items, and Buyer shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Seller shall give Buyer or its designees all assistance reasonably required to perfect such rights.

Care of Buyer's Property: At all times during the term of this Order, Seller shall protect Buyer's property from any and all damage. At all times while any of Buyer's property is on Seller's premises, Seller shall assume all risk of damage to or loss of such property (or of any machinery, equipment, deliverables, materials and outfitting obtained or intended for Buyer's property) from any cause whatsoever except acts of God or the sole negligence of Buyer.

Insurance: Seller, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Agreement the following insurance coverages which shall apply independently of indemnity obligations contained within these Terms and Conditions.

A. Workers Compensation insurance as required by law for all employees, agents and subcontractors of Seller; and, Employer's Liability insurance in an amount not less than $1,000,000 each accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Seller is domiciled. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers Compensation Act (including the Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, Seller agrees to maintain insurance for such injuries or illnesses, and to provide evidence of such insurance as applicable.

B. Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises,

operations, products/completed operations, personal injury and contractual liability; with watercraft exclusions deleted, (and "in rem" coverage as may be applicable), at a minimum limit of $1,000,000 any one accident or occurrence. In the event Seller's operations include minor ship repair or associated work, such policy must be amended to include a Ship Repairers Legal Liability Endorsement (or a separate policy must be written) at a minimum limit of $1,000,000 any one accident or occurrence.

C. Automobile Liability insurance, covering Seller's owned, rented, leased, non-owned and hired vehicles; Limits of liability not less than $1,000,000 any one occurrence.

A. As applicable:

If professional services or consulting services are being performed under this Agreement: Professional Liability/Errors & Omissions Liability insurance with limits not less than $5,000,000 any one occurrence.

With respect to the delivery of fuel or other hazardous products, or waste disposal operations performed by Seller: Pollution insurance or Environmental Impairment insurance with limits of liability not less than $5,000,000 per occurrence, and any other public liability or environmental impairment coverage required by federal, state or local regulatory authorities.

Should the services supplied under this Order include use of Seller's vessels: (a) Protection & Indemnity insurance to be evidenced through a full entry with an international P&I Club, including collision liability, tower's liability, and liability for seepage, pollution, containment, and cleanup, with extensions for marine contractual liability, removal of wreck, etc., subject to a minimum limit of liability of $5,000,000 any one accident or occurrence. Alternatively, if a full entry in an international P&I Club is not available or applicable, maritime liability coverage should be evidenced on an SP-23 form or equivalent, including collision liability, tower's liability, and third-party statutory liability for seepage, pollution, containment, and cleanup, with extensions for marine contractual liability, wreck /debris removal, subject to a minimum limit of liability of $5,000,000. (b) Hull & Machinery insurance including collision liability with sistership clause unamended, with limits of liability at least equal to the full value of all vessels used in connection with performance of the services required under this Order, and with navigational limitations adequate for the Seller to perform the specified services. Where vessels engage in towing operations, said insurance shall include full tower's liability with sistership clause unamended.

(c) If the performance of the services requires the use of any aircraft that are owned, leased, rented or chartered by Seller or any of its subcontractors, Aircraft Liability or Non-Owned Aircraft Liability insurance shall be maintained, as applicable, with a minimum limit of $5,000,000 per occurrence, including passengers and crew.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against Buyer (and the vessel, if applicable), and shall contain an "In Rem" endorsement, along with an endorsement providing Buyer with thirty (30) days advance written notice of cancellation. Sellers in states with "State Fund" Workers Compensation must provide proof of coverage through the State Fund.

All other policies shall be endorsed to name Buyer, its parent, subsidiary or affiliated companies and their shareholders, officers, directors, agents and employees (and the vessel, if applicable) as Additional Insureds with a Waiver of Subrogation, along with an endorsement providing Buyer with thirty (30) days advance

written notice of cancellation.

In no event shall the amount or scope of insurance described herein place any limitation on the liability assumed by Seller, and should Seller maintain insurance limits higher than the limits listed above, Buyer shall benefit from those higher limits. Seller shall require its subcontractors performing hereunder to maintain insurance of the types and amounts required of Seller. Policies of Seller shall be primary to any insurance carried by or available to Buyer and any "other insurance" clauses under Seller's policies shall be amended accordingly. Should Seller fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, Seller shall pay to Buyer all losses and indemnify Buyer against all claims and demands which would otherwise have been covered by such insurance.

Irrespective of the requirements as to insurance to be carried by Seller or its subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Seller of any of its obligations.

Such insurance shall be written with Insurers carrying no less than a "B" rating from A.M. Best's. Commencement of operations without receipt of the required Certificates of Insurance shall not constitute a waiver of the obligation of the Seller to maintain the required insurance coverages and to provide Buyer with Certificates of Insurance (at the following address).

Crowley Risk Management Department 9487 Regency Square Boulevard Jacksonville, FL 32225

Email: vendor.insurance@crowley.com

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REQUIRED FLOW-DOWN CLAUSES

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (tailored)

If this Subcontract and the Work hereunder include delivery or performance of such Work in the United States, it is subject to the contract requirements of Executive Order 14398, Addressing DEI Discrimination by Federal Contractors ("the Executive Order") and FAR 52.222-90 (DEVIATION APR 2026). Accordingly, in connection with the delivery or performance of work under this Subcontract in the United States, Subcontractor agrees as follows:

1. The Subcontractor will not engage in any racially discriminatory DEI activities, as defined in Section 2 of the Executive Order and FAR 52.222-90 (DEVIATION APR 2026);

2. The Subcontractor will furnish all information and reports, including providing access to books, records, and accounts, as required by Crowley and/or the Government contracting agency pursuant to the Executive Order, for purposes of ascertaining compliance with this clause;

3. In the event of Subcontractor's noncompliance with this clause, in addition to any bases for termination otherwise set forth in this Subcontract, this Subcontract may be canceled, terminated, or suspended in whole or in part, for a violation of this provision, and the Subcontractor may be declared ineligible by the federal government for further government contracts;

4. Crowley will report any of Subcontractor's known or reasonably knowable conduct that may violate this clause to the contracting department or agency and take any appropriate remedial actions directed by the contracting department or agency. Given this obligation, Subcontractor certifies that as of the date of inclusion of this clause, it has not violated this clause and agrees to promptly report to Crowley any violations of this clause during the term of this Subcontract;

5. Crowley will inform the Government contracting department or agency if Subcontractor sues Crowley and the suit puts at issue, in any way, the validity of this clause; and

6. Subcontractor recognizes that compliance with the requirements of this clause is material to Crowley's and the Government's payment decisions for purposes of Section 3729(b)(4) of Title 31, United States Code (False Claims Act).

In addition to the foregoing, Subcontractor shall flow down this clause or a clause that contains the substance of FAR 52.222-90 (DEVIATION APR 2026), to any subsequent or lower-tier subcontractor(s) that deliver or perform the Work under this Subcontract in the United States.

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Clause No	Alternate	Version	Title	Applicibility Notes	Flowdown Required	Commercial Procurement Required	Lower-Tier Flowdown Required
252.204-7018	—	Jan-23	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Use when the acquisition is subject to the prohibition on covered defense telecommunications equipment or services.	Yes	Yes	Yes
252.204-7020	—	Nov-23	NIST SP 800-171 DoD Assessment Requirements	Use when contractor systems may process, store, or transmit covered defense information and NIST SP 800-171 assessment requirements apply.	Conditional	Yes	Conditional
252.225-7056	—	Jan-23	Prohibition Regarding Business Operations With the Maduro Regime	Use when the procurement is subject to restrictions on business operations with the Maduro regime.	Yes	Yes	Yes
252.225-7060	—	Jun-23	Prohibition on Certain Procurements From the Xinjiang Uyghur Autonomous Region	Use when the procurement is subject to the prohibition on items from the Xinjiang Uyghur Autonomous Region.	Yes	Yes	Yes
252.243-7002	—	Dec-22	Requests for Equitable Adjustment	Use when requests for equitable adjustment may exceed the simplified acquisition threshold.	Yes	Yes	Yes
252.247-7023	—	Oct-24	Transportation of Supplies by Sea	Use when supplies may be transported by sea under DoD contracts.	Yes	Yes	Yes
252.247-7025	—	Oct-24	Reflagging or Repair Work	Use when ocean transportation under the contract may involve reflagging or repair work on vessels.	Yes	Conditional	Yes
252.247-7027	—	May-18	Riding Gang Member Requirements	Use when vessel services may include riding gang members performing work aboard ship.	Yes	Conditional	Yes
252.209-7004	—	May-19	Subcontracting With Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	Use when subcontracting restrictions apply for firms owned or controlled by a state sponsor of terrorism.	Yes	Yes	Yes
252.204-7004	—	Jan-23	Antiterrorism Awareness Training for Contractors	Use when contractor personnel must receive antiterrorism awareness training for DoD work.	Conditional	Conditional	Conditional
252.204-7015	—	Jan-23	Notice of Authorized Disclosure of Information for Litigation Support	Use when DoD may disclose information to litigation support contractors.	Yes	Yes	Yes
252.227-7015	—	Jan-25	Technical Data—Commercial Products and Commercial Services	Use when acquiring technical data for commercial products or commercial services.	Yes	Yes	Yes
252.227-7037	—	Jan-25	Validation of Asserted Restrictions on Technical Data	Use when the Government may need to validate asserted restrictions on technical data.	Yes	Conditional	Yes
252.225-7012	—	Apr-22	Preference for Certain Domestic Commodities	Use when domestic commodity preference restrictions apply to covered food, clothing, textiles, or hand/measurement tools.	Yes	Yes	Yes
252.237-7010	—	Jan-23	Prohibition on Interrogation of Detainees by Contractor Personnel	Use when contract performance may involve interrogation of detainees.	Yes	Conditional	Yes
252.204-7009	—	Jan-23	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Use when contractor-reported cyber incident information from third parties may be accessed or disclosed.	Yes	Yes	Yes
252.204-7014	—	Jan-23	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	Use when litigation support contractors may access information subject to use/disclosure limits.	Yes	Yes	Yes
252.225-7993	Deviation 2024-O0003	Dec-23	Prohibition on Providing Funds to the Enemy	Use when performance could involve providing funds, including subcontract funds, to the enemy in covered operations.	Yes	Yes	Yes
252.204-7012	Deviation 2024-O0013 Rev. 1	May-24	Safeguarding Covered Defense Information and Cyber Incident Reporting	Use when covered defense information or operationally critical support is involved; excludes acquisitions solely for COTS items.	Conditional	Yes	Conditional
252.225-7967	Deviation 2024-O0006 Rev. 1	Feb-24	Prohibition Regarding Russian Fossil Fuel Business Operations	Use when the procurement is subject to restrictions on Russian fossil fuel business operations.	Yes	Yes	Yes
252.225-7972	Deviation 2024-O0014	Aug-24	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems	Use when acquiring unmanned aircraft systems or related services subject to foreign-made UAS restrictions.	Yes	Yes	Yes

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Clause No	Alternate	Version	Title	Applicibility Notes	Flowdown Required	Commercial Procurement Required	Lower-Tier Flowdown Required
252.225-7976	Deviation 2018-O0019	Aug-18	Contractor Personnel Performing in Japan	Use when contractor personnel will perform in Japan under the applicable DoD deviation.	Conditional	Conditional	Conditional
252.225-7043	—	Jun-15	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Use when contractor personnel will perform outside the United States in areas requiring AT/FP compliance.	Conditional	Conditional	Conditional
52.232-40	—	Mar-23	Providing Accelerated Payments to Small Business Subcontractors	Use to require accelerated payments to small business subcontractors when the prime receives accelerated payment.	Yes	Yes	Yes
52.203-13	—	Nov-21	Contractor Code of Business Ethics and Conduct	Use in contracts over $6 million with performance period over 120 days, except certain commercial-item/COTS exceptions.	Conditional	Conditional	Conditional
52.222-35	Deviation 2026-O0038	Feb-26	Equal Opportunity for Veterans	Use when the contract is subject to equal opportunity requirements for protected veterans.	Yes	Conditional	Yes
52.222-36	Deviation 2026-O0038	Feb-26	Equal Opportunity for Workers with Disabilities	Use when the contract is subject to equal opportunity requirements for workers with disabilities.	Yes	Conditional	Yes
52.222-37	Deviation 2026-O0038	Feb-26	Employment Reports on Veterans	Use when veteran employment reporting is required for covered contracts.	Yes	Conditional	Yes
52.222-40	Deviation 2026-O0038	Feb-26	Notification of Employee Rights Under the NLRA	Use in covered contracts requiring notice of employee rights under the NLRA.	Yes	Conditional	Yes
52.222-41	Deviation 2026-O0038	Feb-26	Service Contract Labor Standards	Use in service contracts subject to the Service Contract Labor Standards statute.	Yes	Conditional	Yes
52.222-62	Deviation 2026-O0038	Feb-26	Paid Sick Leave Under EO 13706	Use in covered service contracts performed in the United States under EO 13706 paid sick leave requirements.	Yes	Conditional	Yes
52.229-12	—	Feb-21	Tax on Certain Foreign Procurements	Use when acquiring covered foreign goods or services subject to the tax on certain foreign procurements.	Yes	Conditional	Yes
52.204-18	—	Aug-20	Commercial and Government Entity Code Maintenance	Use when the contractor must maintain a Commercial and Government Entity code.	Conditional	Yes	Conditional
52.247-64	Deviation 2026-O0038	Feb-26	Preference for Privately Owned U.S.-Flag Commercial Vessels	Use when supplies may be transported by ocean vessel and U.S.-flag vessel preference applies.	Yes	Yes	Yes
52.204-10	Deviation 2026-O0038	Feb-26	Reporting Executive Compensation and First-Tier Subcontract Awards	Use when first-tier subcontract award and executive compensation reporting is required.	Conditional	Conditional	No
52.203-19	—	Jan-17	Prohibition on Requiring Certain Internal Confidentiality Agreements	Use in solicitations/contracts to prohibit certain internal confidentiality agreements or statements.	Yes	Yes	Yes
52.209-6	Deviation 2026-O0038	Feb-26	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Use in solicitations/contracts where subcontracting with debarred, suspended, or proposed-for-debarment contractors is restricted.	Conditional	Conditional	Conditional
52.203-17	—	Nov-23	Contractor Employee Whistleblower Rights	Use in contracts over the simplified acquisition threshold to require notice of whistleblower rights.	Yes	Yes	Yes
52.222-3	Deviation 2026-O0038	Feb-26	Convict Labor	Use in contracts subject to the prohibition on convict labor.	Yes	No	Yes
52.211-15	—	Apr-08	Defense Priority and Allocation Requirements	Use when the contract is a rated order under the Defense Priorities and Allocations System.	Yes	Yes	Yes
52.203-6	Alternate I	Nov-21	Restrictions on Subcontractor Sales to the Government	Use when restrictions on subcontractor sales to the Government apply; Alternate I is used for commercial products/services.	Yes	Yes	Yes
52.228-3	—	Jul-14	Workers' Compensation Insurance (Defense Base Act)	Use in covered public-work, service, or construction contracts subject to Defense Base Act workers' compensation.	Yes	Conditional	Yes
52.232-39	—	Jun-13	Unenforceability of Unauthorized Obligations	Use in solicitations/contracts to make unauthorized obligations unenforceable.	Yes	Yes	Yes

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52.244-6	Deviation 2026-O0038	Apr-26	Subcontracts for Commercial Products and Commercial Services	Use when subcontract flowdown clauses are required for commercial products or commercial services.	Yes	Yes	Yes
52.209-10	Deviation 2026-O0038	Feb-26	Prohibition on Contracting With Inverted Domestic Corporations	Use in solicitations/contracts to prohibit contracting with inverted domestic corporations.	Yes	Yes	Yes
52.240-91	Deviation 2026-O0038	Feb-26	Security Prohibitions and Exclusions	Use when covered security prohibitions and exclusions apply under the agency deviation.	Yes	Yes	Yes
52.222-90	Deviation 2026-O0040 Rev. 1	Apr-26	Addressing DEI Discrimination by Federal Contractors	Applies to new solicitations/resulting contracts and existing contracts valued over the micro-purchase threshold, including commercial products/services, when delivery or performance is in the United States. Amend open solicitations; make every effort to bilaterally modify existing contracts by 2026-07-24. CO discretion for contracts expiring no later than 2026-12-31.	Yes	Yes	Yes
52.223-11	Deviation 2026-O0038	Feb-26	Ozone-Depleting Substances	Use when supplies or services may involve ozone-depleting substances or related equipment.	Yes	Conditional	Yes
52.223-3	Deviation 2026-O0038	Feb-26	Hazardous Material Identification and Material Safety Data	Use when the contract may require delivery, handling, or use of hazardous material.	Conditional	Conditional	Conditional