

The following are the terms and conditions (“Terms”) upon which PagerDuty, Inc. (“PagerDuty”) or any of its affiliates as designated on the face of a properly executed purchase order (“PO”) will purchase from the identified supplier (“Supplier”) and Supplier will sell to PagerDuty the goods or perform for PagerDuty the services identified. In addition, if PagerDuty has provided Supplier with any supplementary terms, conditions, or requirements in a request for proposal, bid specification, contract, addendum, or other writing concerning the subject matter of this PO, those terms, conditions, or requirements shall also apply, and are incorporated herein by reference. Supplier’s performance of services or provision of goods under this PO constitutes Supplier’s acceptance of the Terms without exception. No deletion, addition, or amendment of the terms and conditions of this PO—whether contained in Supplier’s quote, acknowledgment, invoice, packing list, or delivery slip—is binding without PagerDuty’s express written approval. In the event of any conflict the following order of precedence shall control: (a) negotiated terms within a Services Agreement, Statement of Work, or other agreement/amendment/addendum signed by both parties relating to the products/services provided, (b) any terms printed on the face of the associated PO, and (c) these Terms.

1. Purchase Orders

PagerDuty will not be responsible for goods supplied or services performed by Supplier without a written PO. PagerDuty may terminate a PO or any portion thereof for its sole convenience, subject to an equitable adjustment between Supplier and PagerDuty as to any services or goods then in progress (excluding standard stock). All claims for money due or to become due from PagerDuty shall be subject to deduction or setoff by PagerDuty by reason of any counterclaim arising out of this or any other transaction with Supplier.

2. Shipping and Routing

Shipping Terms are FOB PagerDuty unless otherwise stated on the face of the PO. PagerDuty reserves the right to specify a specific delivery location. Any shipments delivered to another location other than specified will be the responsibility of Supplier to have redelivered to the specific location or reimburse PagerDuty for any charges in moving the goods to the specific location. All goods must be forwarded by the route taking lowest reasonable transportation rate or in accordance with any special shipping instructions. Otherwise the difference in freight rate and extra cost of transportation will be Supplier’s.

3. Timely Delivery

If the PO sets a date or time for the delivery or performance of goods and services, time is of the essence, and Supplier’s failure to deliver or perform in a timely manner will constitute a material breach of these Terms. PagerDuty may, at its option and without limiting its other rights, cancel all or any unfilled part of the PO if deliveries are not made within the time specified. PagerDuty reserves the right to charge Supplier for any loss or expense incurred as the result of Supplier’s failure to make timely delivery.

4. Packaging

Supplier’s company name and PagerDuty’s PO number must appear on the outside of each package and on all packing slips, invoices, and related papers. All shipments should be securely packed in trade packages of a type normally used by Supplier for commercial deliveries of the same or similar goods. A complete and accurate packing slip must be included with each shipment.

5. Extra Charges

No additional charges of any kind (including, but not limited to, charges for shipping, handling, packaging, fuel surcharges, or insurance) will be allowed unless specifically stated on the PO. Any added charges will be automatically deducted from invoices received and not paid.

6. Payment Terms

Supplier shall issue an invoice to PagerDuty via PagerDuty’s designated online tool after the completion of delivery or provision of services and only in accordance with these Terms. Invoices must include: PagerDuty’s PO number, invoice date, invoice number, Supplier’s complete bill-to and ship-to address, a description of the goods/services provided, price, and any applicable taxes or tariffs. All invoices must display PagerDuty’s PO number and be submitted for payment within sixty (60) days of order fulfillment or successful completion of services. *Any invoices out of compliance will not receive consideration for payment.* Supplier shall reconcile all invoices by the end of each calendar year.

PagerDuty shall pay all properly invoiced amounts due to Supplier within sixty (60) days after PagerDuty's receipt of such invoice, except for any amounts disputed by PagerDuty in good faith. If PagerDuty reasonably disputes any portion of Supplier's invoice, PagerDuty will pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail to identify the issue. All billing disputes will be submitted to Supplier within ninety days (90) of receipt of invoice. The parties shall then negotiate in good faith to attempt to resolve any such disputes within sixty days (60) of notice.

7. Inspection and Rejection

In addition to all remedies permitted by law, PagerDuty reserves the right to reject and return to Supplier—for full refund and at Supplier's sole expense—all shipments in excess of quantities ordered and all goods that do not conform to PagerDuty's exact specifications or requirements. All goods and materials furnished under this PO shall be subject to PagerDuty's inspection, test, and approval or rejection prior to or after delivery due to nonconformance. Payment by PagerDuty shall not constitute an acceptance or approval of any nonconforming or defective goods or workmanship, nor shall it affect the right of PagerDuty to later reject the goods or services. Any goods returned by PagerDuty pursuant to this paragraph or any other paragraph of this PO shall be returned to Supplier at its own risk and expense.

8. Risk of Loss; Warehousing

Risk of loss and transfer of title shall not pass to PagerDuty until goods are delivered to and accepted by PagerDuty. If Supplier is warehousing goods which have been ordered under this PO, regardless of warehouse location or whether title has been passed to PagerDuty, Supplier is responsible for any injury, loss, damage, or destruction to the goods until delivered to and accepted by PagerDuty.

9. Warranties

Supplier warrants and represents that all material, work, or goods supplied under this PO will conform to specifications, drawings, samples, or other descriptions furnished by PagerDuty and shall be fit and serviceable for the purpose intended, of good quality and workmanship, and free from defect. All material, work, or goods shall be subject to rejection if use reveals defects not apparent upon receipt and, if rejected, will be held at Supplier's risk and expense for storage and other charges until Supplier authorizes disposal or return.

10. Independent Contractor

Supplier shall be an independent contractor and has no authority to bind PagerDuty and shall have no other relationship to PagerDuty unless otherwise disclosed and approved. Supplier will determine the means and methods of performing its services and will supply all equipment, tools, materials, parts, supplies, and labor required to perform under the terms of this PO. PagerDuty shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Supplier or its agents or employees, which may be brought onto or stored at PagerDuty premises.

11. Confidentiality

If in the course of Supplier's services provided, Supplier receives proprietary information ("Confidential Information") regarding PagerDuty's business, including, but not limited to operations, customers, prospects, products, trade secrets, product road maps, or other data, Supplier will retain all such information in confidence and will not disclose it, except to its own and PagerDuty's employees in the necessary course of the performance of the services provided. However, nothing herein will prevent disclosures by Supplier of any information after it is available to the general public (through no wrongful action of Supplier), or of any information that was already available to Supplier from written documents in Supplier's possession at the time such information was acquired from PagerDuty, or of any information furnished to Supplier by a third party. Supplier shall protect any confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature. Supplier will ensure that each employee, agent, and/or subcontractor agrees to similar confidentiality requirements. Upon PagerDuty's written request, Supplier will promptly return all Confidential Information, copies, and applicable notes, whether in written, electronic, or other form of media, and/or, at PagerDuty's discretion, certify in writing that it has permanently destroyed all such materials. Supplier agrees that monetary damages would be inadequate to compensate PagerDuty for any breach by Supplier of this section. Supplier agrees that, in addition to any other remedies that may be available to PagerDuty, PagerDuty will be entitled to seek injunctive relief against the threatened breach of this section or the continuation of any such breach, without the necessity of proving actual damages.

12. Data Privacy

Supplier agrees to process any information that relates to an identified or identifiable person received from PagerDuty in connection with providing goods or services (“Personal Data”) only for purposes of providing goods or services to PagerDuty and in accordance with any applicable laws and regulations governing data protection, data privacy, and data security (“Applicable Data Privacy Laws”). For the avoidance of doubt, Supplier will not “sell” Personal Data (as such term is defined in Applicable Data Privacy Laws), and will not use, share, or otherwise disclose Personal Data other than for purposes of providing goods or services to Supplier and in accordance with Applicable Data Privacy Laws. To the extent legally required, Supplier agrees to assist PagerDuty in fulfilling its obligations under Applicable Data Privacy Laws, including entering into a Data Processing Addendum (if applicable) and with respect to processing data subject requests, cooperating with supervisory authorities, participating in audits, and assisting with data protection assessments. Supplier will not respond to government or third-party requests for Personal Data without first informing PagerDuty (if allowable) and will cooperate with PagerDuty in responding to such requests.

13. Data Security

If Supplier has access to PagerDuty data or systems, Supplier must maintain technical and organizational security measures no less stringent and secure than those described at <https://www.pagerduty.com/data-security-policy>.

14. Personnel

Supplier warrants to PagerDuty that its personnel (including employees, agents, and/or subcontractors) are properly careful, skilled, and experienced in the duties required of them, sufficiently trained and instructed to carry out the contracted services, and will be available to perform their duties at all times and in all respects to agreed specifications. While at any PagerDuty location, Supplier’s personnel shall comply with all reasonable requests, standard rules, and regulations of PagerDuty regarding personal and professional conduct (including, without limitation, any health, security, or privacy requirements) and shall otherwise conduct themselves in a professional manner.

15. Insurance

Supplier, at its sole cost and expense, will maintain in effect at all times during period goods/services are provided adequate insurance to cover any liabilities which may arise as a result of Supplier’s performance that at a minimum includes the following:

- (a) Commercial general liability, including products and services, completed operations, advertising and personal injury, with \$5,000,000 per occurrence and annual aggregate (limits can be met through the use of an Umbrella policy following form of the primary policy);
- (b) Errors and omissions, including, if applicable, Cyber Liability (Media Liability including copyright and trademark infringement, privacy, network business interruption, cyber extortion, and network security liability in the amount of \$5,000,000 USD (or the equivalent amount in Supplier’s local currency) per occurrence and annual aggregate;
- (c) Workers’ compensation insurance with statutory limits in compliance with the laws of the state where the work is being performed for itself and all personnel performing any of the Services, including \$1,000,000 USD (or the equivalent amount in Supplier’s local currency) of employers’ liability coverage.

Supplier’s coverage will be considered primary without right of contribution to PagerDuty’s insurance policies and must include the following, as evidenced on a Certificate of Insurance:

- (a) Supplier’s insurers must have a minimum financial rating of A-/VII as determined by A.M. Best;
- (b) includes a waiver of subrogation in all required insurance coverage under these Terms.

Certificates of Insurance must be provided to PagerDuty (email is sufficient) prior to providing any goods or services and within 10 days of any policy renewal during the period goods or services are provided. For claims-made policies or claims-made and reported policies, evidence of coverage must be provided for 3 years following the performance of services.

Supplier will be responsible for any and all deductibles or self-insured retentions under its insurance policies. Supplier will not self-insure or maintain deductibles on any of the insurance required by these Terms over the amount of \$25,000 USD (or the equivalent amount in Supplier’s local currency), without prior written consent from

PagerDuty and proof of ability to pay. The insurance companies issuing the policies shall have no recourse against PagerDuty for payment of any premiums or for any assessments under any form or policy.

16. Indemnification

Notwithstanding the availability and policy limits of any insurance, and to the fullest extent permitted by law, Supplier shall defend with competent counsel, indemnify, and hold harmless PagerDuty, its employees, officers, and/or agents from and against all liabilities, claims, damages, losses, and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the goods supplied or services performed by Supplier under this PO or by reason of Supplier's use of PagerDuty's premises, provided that any such liability, claim, damage, loss or expense (a) is attributable to loss, damage, or destruction of property, or to personal or bodily injury, sickness, disease, or death (including any liability, claim, damage, loss, or expense incurred under any workers' compensation law or regulation) and (b) is caused in whole or in part by any act or omission by Supplier or any subcontractor to Supplier, or by anyone directly or indirectly employed by Supplier, or by anyone for whose acts or omissions Supplier may be liable, regardless of whether or not it is caused in part by an act or omission of PagerDuty. But such indemnification shall not extend to any injury or damage to the extent it is attributable to the sole negligence of PagerDuty. In addition, Supplier shall hold and save PagerDuty harmless from patent liability of any nature or kind (including costs and expenses) for or on account of any patented or unpatented invention or discovery made or used in the performance of this PO (including the use or disposal thereof by or on behalf of PagerDuty) provided, however, that as to PagerDuty, this indemnification is not and shall not be applicable to any infringement of a U.S. patent to the extent resulting from Supplier's compliance with specific written instructions, plans, or specifications furnished by PagerDuty. The foregoing obligations shall survive the termination, completion, or expiration of this PO. Acceptance by PagerDuty of any other terms and conditions proposed by Supplier shall not abrogate or reduce the indemnification obligations specified herein.

17. No Publicity

Neither party will use the other party's name, trademarks, logos or other identifiers for any purpose, or issue any public statements or promotional materials disclosing the existence of any purchase of goods or the performance of Services without the other party's prior written consent. The name and location identifier restrictions in this Section shall not apply when a party must disclose the other as a subprocessor as required by applicable law. In no event shall Supplier, its employees, agents, or subcontractors represent themselves as employees or agents of PagerDuty.

18. Compliance with Laws and U.S. Government Contracting

Supplier warrants that all goods or services furnished hereunder will comply with all applicable federal, state, and local laws (and the rules, regulations, guidelines, orders, and standards thereunder). Supplier shall also give to PagerDuty all notices and reports and label all goods and services supplied under this PO, as required by applicable laws, rules, regulations, guidelines, orders, or standards.

Supplier will comply with all relevant export laws and regulations and will not have citizens of countries to which the United States government prohibits export of software and related technology, provide services involving such materials.

PagerDuty provides its products and services to U.S. federal government agencies and, as such is subject to laws and regulations pertaining to U.S. government contractors and subcontractors. Supplier is or may be a subcontractor to PagerDuty under its federal government contracts. As such, if applicable, Supplier must agree to the terms in Exhibit A hereto, U.S. Government Commercial Item Flowdowns, and Supplier must provide PagerDuty the certifications in U.S. Government Contract Representations and Certifications at least annually. The obligations in Exhibit A take precedence over any contrary terms in this Agreement. PagerDuty may amend Exhibit A from time to time to incorporate new, mandatory flowdown provisions from its U.S. government contracts and subcontracts.

19. Anti-Bribery / Corruption

In performance of its obligations under these Terms, Supplier will comply with all applicable anti-bribery laws and PagerDuty's Anti-Corruption Policy. Furthermore, Supplier will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Supplier will make commercially reasonable and good faith efforts to comply with PagerDuty's due diligence process, including providing requested information.

20. EEO

Supplier is an equal-opportunity employer, does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by law and will not so discriminate in providing the goods/services.

21. Termination

PagerDuty may terminate this PO, in whole or in part, at any time for cause if Supplier fails to comply with any of the Terms (including without limitation, by making late delivery or performance or by delivering defective or nonconforming goods or services). If this PO is terminated for cause, PagerDuty shall not be liable to Supplier for any amount, and Supplier shall be liable to PagerDuty for any and all damages sustained by reason of the default which gave rise to the termination. PagerDuty may terminate this PO, in whole or in part, at any time for its sole convenience without cause. If this PO is terminated for convenience, PagerDuty shall make an equitable adjustment between Supplier and PagerDuty as to any services or goods then in progress (excluding standard stock). All claims for money due or to become due from PagerDuty for a termination for convenience shall be subject to deduction or setoff by PagerDuty by reason of any counterclaim arising out of this or any other transaction with Supplier.

22. Patents, Copyrights, Trademarks, and Warranties

Supplier expressly warrants that all merchandise is in accordance with the specifications; is fit for the purpose for which similar materials and articles are ordinarily employed, fit for the particular purpose for which the merchandise has been purchased, free from defects in materials and/or workmanship, and merchantable, and was not manufactured and is not being priced or sold in violation of any federal, state or local law (including, without limitation, those relating to health and safety). Supplier further warrants that the goods and services do not infringe or violate any patents, copyrights, trademarks or the like, and does not unlawfully disclose or make use of any trade secrets and covenants, and agrees to hold harmless, defend, and indemnify PagerDuty and its partners, agents, servants, employees, successors, assigns, and users against any and all claims, demands, or suits and related damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of any such infringement or violation or unlawful use or disclosure of trade secrets without limitation. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of or payment for the goods or services.

23. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the PO to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party — without such party's fault or negligence — and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (“Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, pandemic, war, invasion, hostilities, terrorist acts, riots, strike (except those involving the employees or agents of the party seeking the protection of this clause), embargoes, or industrial disturbances. Supplier's economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under the PO. If a Force Majeure Event prevents Supplier from carrying out its obligations under the PO for a continuous period of more than ten (10) business days, PagerDuty may terminate by immediately by giving written notice to Supplier.

24. Access to Records

Supplier shall preserve and permit PagerDuty or any of PagerDuty's duly authorized representatives to examine and audit all directly pertinent books, documents, papers, and records of Supplier involving transactions related to this PO for the purpose of making audits, examinations, excerpts, and transcripts for a period of three (3) years after final payment hereunder. Supplier shall refund to PagerDuty any overpayments disclosed by any audit. If the audit reveals an overcharge of five percent (5%) or more, Supplier will reimburse PagerDuty for the actual cost of the audit.

25. No Assignment

Supplier shall not assign this PO or any interest relating to this PO without PagerDuty's prior written consent and any assignment made, with or without the knowledge of PagerDuty, shall be rendered null and void.

26. Sale or Bankruptcy of Supplier's Business

If, during the life of this PO, any proceedings by or against Supplier, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Supplier, is commenced or threatened to be commenced, PagerDuty shall have the right to cancel this PO without notice.

27. PagerDuty's Property

All equipment or material (including, without limitation, informational material) furnished by PagerDuty and all goods and services created by Supplier specifically for PagerDuty under the terms of this PO, including intellectual property, which is charged by the Supplier to PagerDuty shall, unless otherwise agreed to in writing, be the property of PagerDuty, shall be returned to PagerDuty at its written request, or permanently destroyed, and shall not be used by Supplier in any of its business except its business with PagerDuty under this or other POs.

28. Intellectual Property Rights

Supplier assigns (now and in the future) to PagerDuty all intellectual property rights ("IPR") in any material created specifically for PagerDuty in the supply of goods and services created specifically for PagerDuty.

Supplier grants PagerDuty (and its contractors) a worldwide non-exclusive license for the term specified in the PO (and if not specified, perpetual and irrevocable) to use and copy all Supplier Materials and the IPR therein so that PagerDuty (and its contractors) can make full use of the goods and services for the benefit of PagerDuty. Supplier Materials means Supplier's pre-existing or concurrently developed materials and IPR delivered on a stand-alone basis or that may be incorporated into goods or services created for PagerDuty, such as, Supplier's software, data, content or other licensed items.

Supplier will obtain from its personnel all necessary written unconditional and irrevocable consents and waivers permitted by applicable law to any act or omission that would otherwise infringe any of their IPR or "moral rights" in goods or services whether occurring before or after a consent or waiver is given for the benefit of PagerDuty, its licensees, and successors in title.

29. Waiver

The failure of PagerDuty to enforce any of the provisions of this PO shall not be construed to be a waiver of such provisions or limit the right of PagerDuty thereafter to enforce each and every provision.

30. Informal Resolution

Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party through the notice procedures in these terms. If a dispute is not resolved within thirty (30) days of notice, Supplier or PagerDuty may bring a formal proceeding.

31. Agreement to Arbitrate

Supplier and PagerDuty agree to resolve any claims relating to this Agreement through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in San Francisco, California USA, or any other location both parties agree to in writing. The determination of the arbitrator in such proceedings shall be final, binding and non-appealable, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall keep confidential the existence of the claim, controversy or disputes from third parties (other than the arbitrator), and the determination thereof, unless otherwise required by law or necessary for the business of PagerDuty.

32. Exception to Agreement to Arbitrate

Either party may bring a lawsuit in the federal or state courts of San Francisco County, California USA solely for injunctive relief to stop unauthorized or inappropriate use of Confidential Information or infringement of IPR without first engaging in the informal dispute notice process described above. Both Supplier and PagerDuty consent to venue and personal jurisdiction there.

33. Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of California USA without regard to conflict of law principles.

34. Severability

Any unenforceable provisions in these Terms will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Terms will remain in full effect.

35. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be deemed to have been given: (a) when delivered by hand with written confirmation of receipt; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) or email (with confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the data mailed by certified or registered mail, return receipt requested, postage prepaid.

Notices to PagerDuty must be sent to PagerDuty, Inc., 600 Townsend St., Suite 200, San Francisco, CA 94103, Attn: General Counsel with copy to legal@pagerduty.com

36. Documentation

All documentation, reports, and paperwork covered and generated shall be written using the English language. Stenographic or clerical errors, whether in mathematical computations or otherwise, on any documentation delivered shall be subject to correction.

Exhibit A U.S. Government Commercial Item Flowdowns

GOVERNMENT CONTRACT CLAUSES: This Agreement is issued under a contract with the U.S. Government and incorporates one or more the following Federal Acquisition Regulation (FAR) and/or other U.S. Government clauses by reference with the same force and effect as if they were provided in full text. If any of the clauses are not applicable by their terms, they shall be self-deleting. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov>. The list below may be supplemented periodically as new clauses are added or become applicable. The most current version of the clause applicable at the time of subcontracting will apply unless otherwise specified.

Where necessary to derive proper meaning in connection with a prime-subcontractor relationship, the following modifications shall be made: “Contractor” means “Supplier,” “Contracting Officer” means “PagerDuty’s contracting representative,” “Contract” means this Agreement and “Government” means “PagerDuty.” However, the words “Government” and “Contracting Officer” do not change: (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the Government Contracting Officer or duly authorized representative and (b) when title to property is to be transferred directly to the Government.

FAR Clause **Title**

[52.203-13](#) Contractor Code of Business Ethics and Conduct (applies if the subcontract exceeds the threshold specified in FAR [3.1004\(a\)](#) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer)

[52.203-19](#) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

[52.204-21](#) Basic Safeguarding of Covered Contractor Information Systems (applies to subcontracts other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#))

[52.204-23](#) Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

[52.204-25](#) Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

[52.219-8](#) Utilization of Small Business Concerns (applies if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities).

[52.222-21](#) Prohibition of Segregated Facilities (Apr 2015)

[52.222-26](#) Equal Opportunity

[52.222-35](#) Equal Opportunity for Veterans

[52.222-36](#) Equal Opportunity for Workers with Disabilities

[52.222-37](#) Employment Reports on Veterans

[52.222-40](#) Notification of Employee Rights Under the National Labor Relations Act

[52.222-50](#) (and Alt. I) Combating Trafficking in Persons

[52.222-55](#) Minimum Wages for Contractor Workers under Executive Order 14026 (applies only to subcontracts for services)

[52.222-62](#) Paid Sick Leave Under Executive Order 13706 (applies only to subcontracts for services)

[52.224-3](#) Privacy Training (applies only to subcontracts involving systems of records)

[52.232-40](#) Providing Accelerated Payments to Small Business Subcontractors

[52.247-64](#) Preference for Privately Owned U.S.-Flag Commercial Vessels

In addition to the above, the Supplier further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Supplier and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**