

**AIR CARD®
MERCHANT
OPERATING
PROCEDURES**

SPE607-25-C-0001

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1. AGREEMENT

As an authorized Merchant under the U.S. Government Aviation Into-Plane Reimbursement Card® (“AIR Card®”) Program, the Merchant agrees to sell authorized products or services to authorized holders of the U.S. Government AIR Card® Program charge cards . All AIR Card® sales must be serviced, processed, and handled by KHI or its affiliate(s), and by no other party. KHI is the processor for all AIR Card® transaction, though a merchant may process through a third party, all AIR Card® transactions ultimately must process through KHI, either directly or through the merchant preferred processing partner. If KHI, in its sole discretion, makes an exception to a requirement herein, it does not negate any other clause in these Operating Procedures for any other transactions.

2. BACKGROUND

The Defense Logistics Agency Energy (DLA Energy) contracts with KHI to provide the Department of Defense (DoD) and Government agencies with the AIR Card® Program. The AIR Card® Program provides the ability to procure authorized aviation fuel and authorized ancillary ground services at commercial airports and Fixed-Base Operators (FBOs) globally. The AIR Card® Program also provides cost transparency, robust analytical tools, oversight, and reporting capabilities. Please review all applicable regulations noted on SAM.gov after login. For further information on SAM.gov registration and requirements necessary to be able to receive a government contract please select this link to [SAM.gov](https://sam.gov).

3. VALID TRANSACTION RULES AND REGULATIONS

3.1 CARD VERIFICATION

3.1.1 Tail Number (Aircraft Registration) Verification

If a tail number is embossed on the AIR Card®, the merchant shall verify that the tail number on the card matches the aircraft for which the purchase is being made. The associated tail number must be included with other requirement elements with all transactions submitted for processing.



3.1.2 Any Aircraft, Any Truck, Fuel Bladder Card

If no tail number is embossed on the AIR Card®, but terms like “ANY ACFT,” “ANY TRUCK,” or similar appear on the card, the merchant shall view the cardholder’s ID to confirm they are an employee of the respective government agency (but shall not scan or copy the ID). The merchant should record the aircraft tail number, side number, Navy Identification Code (US Navy only), or Serial number (no longer than 10 characters) on the invoice or input it into the electronic point-of-sale (POS) system.

3.2 VALID CARD

The merchant will accept all AIR Cards® when properly presented as payment from cardholders for authorized purchases. The merchant SHALL NOT store or copy the AIR Card® card number. KHI reserves the right to reject any transactions without processing if the merchant submits the transaction with a card-not-present.

3.3 PRE-AUTHORIZATION

All AIR Card® purchases must be authorized before submitting an invoice. Authorization must be obtained by either (1) swiping or entering the card number on an AIR Card® accepting aviation Point-of-Sale device, (2) entering the card number into KHI’s Invoice Entry Screen, or (3) calling the Voice Authorization number listed in the KHI Contact Information section of these Operating Procedures. Authorization is valid for 30 calendar days. If an invoice is submitted without authorization or if the authorization has expired, the transaction will not be processed.

3.4 TRANSACTION DOCUMENTATION AT DELIVERY

All AIR Card® purchases must be itemized and priced by product and service at the time of delivery. The itemized and priced transaction documents must be available for the cardholder’s review and signature at the time of delivery. Per U.S. Government AIR Card® Program requirements, Merchant documents must contain accurate, legible delivery receipts and invoices that are identical to the copy provided to the cardholder. Required sales information includes:



- 1) Merchant Name
- 2) ICAO (airport code where the sale occurred)
- 3) delivery date and time
- 4) AIR Card® card number and tail number OR Truck number (Ref. Sect. 3.1.2)
- 5) Name of Authorized Product or Service
- 6) Quantity
- 7) Unit of Measure
- 8) Submitted Currency
- 9) Price
- 10) Total Cost (unit price multiplied by quantity must equal total per line item)
 - a. \$0.00 transactions will be rejected, including Into-Plane Contract and non-contract (retail) transactions.
- 11) DLA Energy Into-Plane Contract Number and contract line-item number (CLIN), when applicable
- 12) Start and end meter readings
- 13) Card user signature

3.5 USE OF KHI'S STANDARD DELIVERY DOCUMENT

To ensure alignment with AIR Card® Program rules, merchants are encouraged to use KHI's Standard Delivery Document when creating signed documentation for AIR Card® transactions. The document contains all required fields, including authorized products, unit and total pricing, and cardholder signature capture. Merchants are authorized to add their logo and branding to the document. KHI's Standard Delivery Ticket can be found in Appendix D of this document.

3.6 AUTHORIZED PRODUCTS AND SERVICES LIST

The merchant is only authorized to submit specific, aviation-related products and services to the AIR Card®. A complete list of authorized products can be found in Appendix E of these Operating Procedures. The product names on the signed transaction documentation must match the DLA Energy-approved product code list. It is the merchant's responsibility to have and use the most



current version of the AIR Card® Authorized Product Code List. The most current product code list can be accessed via AIR Card® Electronic Access System (EAS). Invoices received with charges for products other than those authorized will be returned to the Merchant for correction and resubmission.

3.7 TRANSACTION BUNDLING

Transaction Bundling is not authorized on the AIR Card® Program. Bundling is defined as the combining of separate, unique products or services into one item on the fuel delivery ticket or invoice. Bundling is also the submission of multiple days' worth of service as one unit on an invoice. The U.S. Government requires separate line items for each billed item to ensure accurate payment. No more than one fuel product may be on a single invoice, and fuel quantity shall not exceed the fuel capacity of the aircraft. Invoices containing bundled line items, including taxes, will be disputed by the Customer and returned to the Merchant for correction and resubmission. In some instances, this could result in non-payment or chargeback, at the discretion of the U.S. Government.

3.8 TAXES

Applicable taxes must be separately stated, and each tax (e.g., FET, State Tax, VAT, GST, Sales Tax) shall be reported on a separate line. The AIR Card® EAS system will reject transactions with erroneous taxes as directed by DLA Energy. For more information on tax laws, regulations, and application, please consult your tax specialists. KHI is not a tax authority and will not independently determine tax validity.

3.8.1 General Tax Exemption Status

AIR Card® purchases made by DoD card users are exempt from Domestic State and Sales tax within the United States (*Ref. 26 CFR § 48.4041-11: Tax-Free Fuel Sales for Noncommercial Aviation*). In addition to exemption from State taxes, Federal Civilian Agency cardholders may be exempt from some local taxes or fees, depending on the city, county, or locality. KHI strongly recommends that merchants participating in the AIR Card® Program consult with tax advisors or



attorneys for clarification on any tax-related questions and/or concerns.

3.8.2 Federal Excise Tax (FET) Exemption Status

DoD cardholders are exempt from Federal Excise Tax (FET) within the United States (*Ref. 26 CFR § 48.4041-11: Tax-Free Fuel Sales for Noncommercial Aviation*). Merchants shall not charge FET or include FET in the cost of fuel within the United States to DoD cardholders.

Federal Civilian Agencies are not exempt and are charged \$0.218 for FET. The AIR Card® EAS system rejects transactions that contain FET higher than \$0.218.

3.8.3 Tax Exemption Documentation

The AIR Card® cardholder may be exempt from additional taxes. In situations where a cardholder is tax-exempt, the cardholder is instructed to provide tax-exemption documentation to the Merchant or to upload it to the AIR Card® EAS Document Repository. A merchant may utilize the AIR Card® EAS Merchant Portal to obtain documentation in the Document Repository, including tax-exempt documentation.

3.8.4 Tax Reclamation

KHI is contracted by DLA Energy to reclaim taxes directly from the Merchant for instances in which AIR Cards® are improperly assessed taxes. Upon receipt of a request for merchant documents, which can be initiated by DLA Energy, the cardholder, or KHI, the Merchant has five (5) business days to provide the documents to KHI or upload the documents in the Merchant Portal. If the merchant requires additional time to deliver the documents, the Merchant must request additional time from KHI, provide the reason for the request, and provide a revised date by which the records will be provided. Failure to provide the requested documentation may result in a chargeback for the transaction or an escalation to DLA Energy for resolution.

3.9 TRANSACTION DOCUMENTATION SUBMISSION

Merchants must submit fully itemized, priced, and signed transaction documentation with every



AIR Card® transaction. Transactions that do not have itemized, priced and signed documentation uploaded to them in the AIR Card® EAS system may be disputed by AIR Card® customers. A copy of the documentation must also be provided to the cardholder – either physically or electronically - at the time of delivery.

3.10 PREFERRED TRANSACTION SUBMISSION METHOD

Merchants must submit AIR Card® transactions within thirty (30) days of the transaction delivery. Failure to submit within thirty (30) days may result in non-payment. Merchants can submit transactions through various methods, including standard aviation software or direct KHI integrations. To guarantee full compliance with AIR Card® Program rules, the preferred method of transaction submission is through KHI's Invoice Entry Screen, which is accessible through the Merchant Portal. For further information, please contact KHI Support.

4. DATA MAINTENANCE

4.1 PRICING SCHEDULE

KHI will provide merchants with the capability to maintain a pricing schedule in the AIR Card® EAS system for price application on transactions. Pricing accuracy and update frequency are the merchant's responsibility. The pricing data will be updated and reflected in the AIR Card® EAS system in real-time. The merchant pricing schedule within KHI's system should include pricing for all authorized products and services that the Merchant can provide cardholders. Merchant pricing schedules and information will be kept confidential and accessible only through system authentication by authorized AIR Card® customers for the purpose of selecting a Merchant or location for fueling and ancillary services.

4.2 FBO LOCATOR RECORDS

The Merchant shall maintain and regularly update or attest to the accuracy of the data that appears on KHI's FBO Locator tool. Updates or attestations to the accuracy of Merchant data shall occur no less frequently than every six (6) months. Failure to ensure accurate information on the FBO Locator could result in removal from the FBO Locator and the AIR Card® Program. The



information that needs to be updated or validated includes:

- 1) Merchant Name
- 2) Merchant Contact Phone Number
- 3) Merchant Contact Email Address
- 4) Airport Hours of Operations (normal business operations)
- 5) Airport Overtime Hours, if any (outside of business operations)
- 6) Fuel Supplier Name
- 7) Available Authorized Fuel Products (available without advance notice)
- 8) Available Authorized Ground Services (available without advance notice)
- 9) Discounts provided, if any (must be qualitative and given to cardholder)
- 10) Pre-arrangement requirements, if any
- 11) Merchant's physical presence at the ICAO location

5. SAM.GOV REGISTRATION

To participate in the U.S. Government AIR Card® program, all Merchants must register on SAM.gov. SAM.gov is a comprehensive platform that consolidates multiple federal procurement systems, making it the central hub for businesses looking to work with the U.S. Government. SAM.gov registration must be renewed annually to maintain an active status in SAM.gov. Only Merchants with an active SAM.gov registration will be considered for a DLA Energy Into-Plane fuel contract award.

6. RECORD RETENTION AND RETRIEVAL

The Merchant must maintain electronic records of all AIR Card® transactions, including the proper invoice, for a period of three (3) years after the payment. The Merchant must provide KHI with any requested AIR Card® transaction information, including information that is up to three (3) years past the processing date, within ten (10) calendar days, at no cost to KHI.



7. DLA ENERGY INTO-PLANE CONTRACT TRANSACTIONS

DLA Energy Into-Plane Contract transactions are AIR Card® transactions at commercial airports and/or FBO locations worldwide for authorized products or services where a direct DLA Energy Into-Plane contract is in place between DLA Energy and the Merchant. All Into-Plane Contract transactions must adhere to the DLA Energy transaction submission policies. For any questions regarding the requirements, please refer to Section Section 3 and/or consult with the contracting officer documented on the awarded Into-Plane Contract.

The AIR Card® EAS system contains a repository of Into-Plane Contracts provided by DLA Energy, including the contract number, CLIN, fuel product National Stock Number (NSN), and product code(s). Contract details are uploaded to KHI's FBO Locator for ease of searching for contract locations. The DLA Energy Into-Plane contract holder, or its subcontractors submitting a transaction on its behalf, must submit a proper invoice to KHI for processing, including unit price and quantity for each contract CLIN.

Please direct any questions related to DLA Energy Into-Plane Contracts and related transactions, policies, procedures, or expectations for transaction processing to your DLA Energy Into-Plane Contracting Officer.

7.1 REIMBURSEMENT

DLA Energy reimburses the Into-plane contractor for the contract fuel transactions on the terms agreed upon in each Into-plane contract. KHI submits all successfully processed contract transactions to DLA Energy daily for payment.

7.2 CONTRACT MANAGEMENT

DLA Energy issues Into-Plane Contract awards to Merchants for specific locations. These Into-Plane Contracts are provided to KHI for entry into the AIR Card® EAS system. All modifications are updated in EAS to ensure alignment with DLA Energy Into-Plane Contract changes. All Into-Plane Contract transactions are processed through KHI for financial management with and



through DLA Energy. DLA Energy Contracting Officers are the Merchant's point of contact for any questions related to Into-Plane Contract topics. KHI supports the Into-Plane Contract activity as required by DLA Energy. All transaction rules and regulations listed in these Operating Procedures apply to contract transactions.

7.3 PROVIDING PRODUCTS & SERVICES

DLA Energy Into-Plane contracts are for fuel and select services only. If the cardholder requires additional products or services that are not listed on the contract, Merchant may provide and subsequently bill for authorized products and services as retail line items on a transaction.

8. RETAIL (OPEN MARKET) TRANSACTIONS

Retail transactions are U.S. Government AIR Card® transactions at commercial airports and/or FBO locations worldwide that are not associated with a direct Into-Plane contract between DLA Energy and the Merchant. Retail transactions are also referred to as Open Market or Non-Contract transactions. Retail transactions can be for authorized fuel products, fuel-related products, and ground services. Submission of invoice or acceptance of AIR Card® for payment constitutes acceptance of the terms and conditions of the KHI merchant agreement and these operating procedures.

8.1 REIMBURSEMENT

KHI reimburses the Merchant directly for retail-provided products and services based on the terms and conditions in the Merchant Agreement, including the Merchant's payment selection term, less the processing fee applied in the system at the time of transaction processing. KHI has the right to offset outstanding amounts owed by the Merchant on the Merchant's account against any sums payable to the Merchant by KHI or its affiliates under any contract, agreement, or arrangement. The merchant is responsible for notifying KHI of any billing discrepancies.

8.2 PROVIDING PRODUCTS AND SERVICES

As previously noted, some locations are supported through DLA Energy Into-Plane Contracts. At



these locations, the cardholder is directed by the government to utilize the Into-Plane Contract. If there is no Into-Plane Contract at a location, the Merchant may offer cardholders any authorized product or service at commercial airports.

At locations with a DLA Energy Into-Plane contract, preference shall be given to the contract awardee for contract fuels or related Into-Plane services. The retail Merchant may only offer authorized products and services that are outside the scope of the existing Into-Plane contract.

If the Merchant is not the Into-Plane Contractor at a contract location, the Merchant shall clearly inform the cardholder that contract fuel and services are available exclusively through the designated Into-Plane Contractor and shall recommend that the cardholder use the Into-Plane contract for those items.

In the event that a cardholder, for any reason, insists on obtaining contracted products or services from the retail Merchant rather than the Into-Plane Contractor, the retail Merchant may supply those items only as a retail transaction. In such cases, KHI recommends that the Merchant document the cardholder's reason for not using the Into-Plane Contractor and include this information on the invoice for official records.

9. SUBCONTRACTOR MANAGEMENT AND RESPONSIBILITY

If the Merchant uses a subcontractor, the Merchant assumes full responsibility for managing the subcontractor and its performance on the U.S. Government AIR Card® Program. The Merchant will ensure that the subcontractor follows the guidelines in this document and provides the services for which the Merchant is responsible. It is the Merchant's duty to manage their subcontractor to collect invoice information and to submit an invoice to KHI for DLA Energy-approved services. The Merchant must give the actual subcontractor's proper invoice to the cardholder when the product or service is delivered. If a dispute occurs, KHI will work directly with the Merchant to resolve the issue and will not contact the subcontractor. In some cases, failure to provide proper subcontractor documentation could lead to non-payment or



chargeback, at the discretion of the U.S. Government.

10. DISPUTED TRANSACTIONS

U.S. Government AIR Card® users can dispute transactions. A dispute may be filed if a U.S. Government AIR Card® user questions the validity, accuracy, reasonableness, or does not recognize a transaction recorded on an AIR Card® account. Users have 90 calendar days from the date KHI bills the U.S. Government AIR Card® account to file a dispute. In case of a dispute, the Merchant shall:

- 1) Provide sufficient documentation to authenticate the charge.
- 2) Promptly reply to the customer and/or KHI regarding the disputed items.
- 3) Provide a copy of the documentation identifying the charge(s) in dispute when requested by the user.

KHI will resolve disputes within fourteen (14) business days of the initiation of the dispute. On the 14th business day, if KHI has not resolved the user's transaction dispute, the transaction will be charged back.

If a dispute is resolved in favor of the U.S. Government AIR Card® user, the transaction will be charged back. Depending on the reason for the dispute, the Merchant may be entitled to correct and resubmit the transaction.

11. CHARGEBACKS

Merchants may be subject to chargebacks for transactions that do not comply with these Operating Procedures, including disputed transactions. All terms and conditions set forth in these Operating Procedures are considered material terms to KHI and the U.S. Government; failure to comply with any Operating Procedure can result in a chargeback. Upon review and request, Merchant will be permitted to substantiate any transaction, as described below, that fails to comply with these Operating Procedures.



KHI will chargeback any U.S. Government AIR Card® transaction where the Merchant had previously billed the same transaction to the cardholder, or the Merchant fails to provide requested back-up information within three (3) United States business days, or within ten (10) calendar days internationally. If KHI, in its sole discretion, makes an exception to a requirement for particular transaction(s), it does not negate any clause in these Operating Procedures for any other transaction.

KHI will not refund the Service Fee, as defined in the Merchant Agreement, on any chargeback transaction. If such a transaction is resubmitted, an additional Service Fee may apply.

12. REJECTED TRANSACTIONS

Submitted transactions that do not adhere to the Valid Transaction Rules and Regulations as outlined in these Operating Procedures, or that are identified as potential duplicate transaction submissions, may be rejected prior to processing. The Merchant will be notified of rejections in the Merchant Portal and will have the opportunity to correct and resubmit or validate the transaction for successful processing.

Each U.S. Government AIR Card® Program participating Merchant is encouraged to manage rejected transactions in the Merchant Portal and to respond promptly to KHI Support communications regarding rejected transactions to ensure successful submission and processing.

13. TRAINING

KHI provides Merchants with training resources, including, but not limited to, the AIR Card® EAS Merchant Portal help, tutorials, user guides, quick help, training events, and webinars. These training materials offer instructions on using the AIR Card® EAS Merchant Portal and navigating the program rules to successfully submit transactions.

To sign up for instructor-led Merchant webinar training, please email training at the email listed



in the KHI Contact Information section of these Operating Procedures. Training events will be advertised in the KHI Newsletter, which is sent out quarterly to the merchant network. Please be sure to sign up for the training that best fits your organization's needs.

14. CASH PAYMENTS

Merchant shall not accept cash payments from cardholders for charges made on the U.S. Government AIR Card®, and no cash advance will be paid by the Merchant to the cardholder for any AIR Card® transaction.

15. ENFORCEMENT

In accordance with the U.S. Government AIR Card® Program requirements, Merchant's failure to comply with any clause in the Merchant Agreement, Operating Procedures, and/or the Appendices herein may result in:

- 4) Reimbursement for a transaction being withheld from Merchant or Merchant being held financially liable for such transaction,
- 5) Remedial training on the U.S. Government AIR Card® Program compliance, and/or
- 6) Merchant or Merchant location(s) suspension or termination from the AIR Card® Program participation.

16. REVISIONS

KHI may revise these Operating Procedures at any time, and any revisions will become effective seven (7) days after notice of such revisions to the Merchant. The Merchant will be deemed to have agreed to this and any future revisions by its continued participation in the U.S. Government AIR Card® Program after the effective date of the revisions.

17. AUDIT AND REVIEW OF PERFORMANCE

DLA Energy and KHI have the right, at all reasonable times and on reasonable notice in writing of at least 14 days, to audit and inspect Merchant's systems, procedures, supporting



documentation, financial, and other books and records to the extent that they relate to Merchant's obligations under the related Merchant Agreement and Operating Procedures. Merchants are also required to respond to DLA Energy or KHI surveys should the need arise.

18. ADVERTISING

In the Merchant Agreement, the Merchant acknowledged that AIR Card® (Reg. No. 3521682) is a registered trademark of the Defense Logistics Agency. The Merchant Agreement authorizes the Merchant to use AIR Card® solely in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents. The Merchant agrees to not use any other trademark or service mark in connection without the prior written approval of KHI. Use of AIR CARD® shall terminate upon the completion of or termination of the related Merchant Agreement.

19. GOVERNING LAW, JURISDICTION AND FORUM

These KHI Operating Procedures for the U.S. Government AIR Card® Program will be governed under the laws of the State of Kansas, and any controversy or claim arising out of or relating to these Operating Procedures or the Merchant Agreement entered into between KHI and the Merchant, shall be settled by arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules available here: www.adr.org, as modified by these Operating Procedures. By agreeing to binding arbitration, both parties have waived their right to sue in court and have a jury trial. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

20. LIABILITY

The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time does title or risk of loss for any product or service supplied pass to KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the account holder purchasing the product or service. Neither party will be liable to the other party under the KHI Merchant Agreement and Operating Procedures, and all related documents for any indirect or



consequential loss or damage (including loss of profits, business, contracts, anticipated savings, revenue, or goodwill) suffered by the other party whether such loss is caused by that party's breach of its contractual obligations or by any tortious act or omission (including negligence) or in any other way.

The Merchant must promptly notify KHI if any claim or demand is made or action brought against the Merchant for infringement or alleged infringement of any Intellectual Property Right with regard to the U.S. Government AIR Card® program that may affect the use or possession of the authorized products and services, or which may affect the provision of these authorized products and services.

21. INDEMNIFICATION

Except for KHI's willful misconduct, gross negligence, or negligence, Merchant agrees to indemnify and hold harmless KHI, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of: (i) Merchant's or its employees' or agents' gross negligence, willful misconduct, or negligence in the performance of its duty and obligation under the Merchant Agreement, Operating Procedures, or related documents; (ii) the failure by Merchant or its employees or agents to properly comply with the terms of the Merchant Agreement, Operating Procedures, or related documents; (iii) Merchant or its employees' or agents' errors or omissions regarding the subject matter hereof; or (iv) the sale of authorized products and services to AIR Card® cardholders. Except for Merchant's willful misconduct, gross negligence, or negligence, KHI agrees to indemnify and hold harmless Merchant, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of: (i) KHI or its employees' or agents' gross negligence, willful misconduct, or negligence in the performance of its duty and obligation under the Merchant Agreement, Operating Procedures, or related



documents; (ii) the failure by KHI or its employees or agents to properly comply with the terms of the Merchant Agreement, Operating Procedures, or related documents; or (iii) KHI or its employees' or agents' errors or omissions regarding the subject matter hereof.

22. FORCE MAJEURE

Neither party will be liable to the other for failure to perform under the KHI Card Merchant Agreement, Operations Procedures, or related documents where such failure to perform is due to any natural disaster, fire, flood, storm, strike, labor unrest, acts of God, equipment or power interruptions (when not due to the negligence of the nonperforming party, its employees or contractors), interruptions in the telephone systems, failures in third-party computer software or hardware, or any cause beyond the non-performing party's reasonable control provided that written notice of such force majeure event is provided to the other party within ten (10) calendar days of such event. However, in the event that any party declares force majeure and will be unable to recommence performance within 60 calendar days of the date of the onset of force majeure, the parties agree that they will meet and negotiate in good faith concerning acceptable solutions to the situation.



KHI CONTACT INFORMATION

Important Contact Information	United States	Outside of the United States
Voice Authorization	1-855-319-0570	1-913-217-9374
Customer Support	1-866-308-3811	1-913-217-9303
Fax	1-913-217-9358	1-913-217-9358
Email	merchant-support@aircardsys.com	
Training Email	training@khinc.com	



DLA ENERGY PROGRAM MANAGEMENT OFFICE CONTACT INFORMATION

DLA Energy Contacts	Email
AIR Card® Program Manager	AIRCard@dla.mil
U.S. Army Customer Account Specialist	AIRCard@dla.mil
U.S. Air Force Customer Account Specialist	AIRCard@dla.mil
U.S. Navy/Marine Corps Customer Account Specialist	AIRCard@dla.mil
Federal Civ. Agencies Customer Account Specialist	AIRCard@dla.mil



DEFINITIONS

Unless the context requires a different interpretation, where words have initial capitals, those words will have the meanings set out below:

Term	AIR Card® Definition
Adjustment	A transaction that reverses the original transaction and reduces the amount owed. See "Chargeback".
AIR Card®	U.S. Government Aviation Into-Plane Reimbursement (AIR) Card® Program supported by KHI issued cards identified by the DLA Energy logo and KHI emblem, assigned to Plane Tail Number, Trucks, Bladders, and BoS.
Appropriate Purchase	A purchase that has been requested by the card user and conforms to the AIR Card® authorized product/service list and AIR Card® policies and guidance.
Authorization	Either electronic or manually attained transaction processing approval
Bundling	Bundling is the combining of separate products or services into one item on the fuel delivery ticket and/or invoice. Bundling is also identified as combining multiple days of transactions as one unit on an invoice. Both the bundling of services and the bundling of days are prohibited on the AIR Card® Program.
Card-Not-Present	A transaction conducted without a physical AIR Card®.
Chargeback	The reversal of a billing on the AIR Card® program due to erroneous transaction submission details, including but not limited to incomplete documentation, unauthorized purchases, bundling, and fraudulent activity.
Customer	A DoD component and/or Federal Civilian Agency that participates in the AIR Card® program.
Date of Delivery	The date and time stamp for a fuel or service provided to a cardholder.
Declined	A transaction where authorization has been refused by the Contractor's



Transaction	transaction authorization system.
Delivery Receipt	A document that is completed by a merchant that notes goods or services delivered to the AIR Card® cardholder.
Dispute	An action in which a customer questions the validity, accuracy, reasonableness or doesn't recognize the transaction that was recorded properly to an AIR Card® account. The transaction may have missing details of Level 3 enhanced data to include card user signature.
Duplicate Transaction	A transaction that has been processed twice for the same purchase.
Enhanced Data	Data in Addition to Level 3 Data.
Fixed Base Operator (FBO)	An entity granted the right to operate at an airport to provide goods and services such as fuel, and/or ground services. The FBO is the primary provider of fuel and/or ground services and can provide the authorized card user with a fully itemized priced document of the authorized fuel and/or ground services requested and rendered at the time of sale.
Fraud	Any act of corruption or attempt to cheat the U.S. Government or corrupt the Government's agents, including but not limited to, the use of the AIR Card® purchase solutions to transact business that is not sanctioned, authorized, not in one's official government capacity, not for the purpose for which the card was issued, should not be processed, or not as part of official government business. Merchants charging items that were not delivered or falsifying a charge constitute fraud.
Fraudulent Activity	The use of the AIR Card® purchase solution to transact business that is not sanctioned, not authorized, not in one's official government capacity, not for the purpose for which the card was issued, or not as part of official government business.
Itemize	Present as a list of individual items.
Into-truck	A U.S. Government asset referred to as a refueler or tank truck.



Invoice	Merchant billing statement provided to KHI for billing to the U.S. Government supported by all delivery service tickets and documentation recording authorized fuel, products, services, fees, and taxes purchased with the AIR Card®.
Level 1 Data	Standard commercial transaction data that includes but is not limited to the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, date charge/credit was processed by the Contractor, Contractor processing/transaction reference number for each charge/credit, and other data elements as defined by the Associations, the brands, or similar entities.
Level 2 Data	In addition to Level 1 Data, Level 2 Data includes but is not limited to sales tax amount, company information, and other data elements as defined by the Associations, the brands, or similar entities.
Level 3 Data	In addition to the transaction data in Level 2 Data, Level 3 Data includes but is not limited to: unit cost, quantities, unit of measure, product codes, product descriptions, discount amount, and other data elements as defined by the Government, Associations, the brands, or similar entities.
Lift Date	Date the merchant delivered the AIR Card® authorized product and/or service as requested by the card user.
Merchant	The approved primary provider of AIR Card® authorized fuel product and/or ancillary services. The merchant operates and is present at a commercial airport.
Merchant Credit	A transaction submitted by the approved merchant that reverses the original transaction.
Merchant Documentation	See "Proper Invoice"
Misuse	Use of a Federal purchase solution by an authorized user for other than the official government purpose(s) for which it is intended.



Non-Contract	Transaction not bound by a DLA Energy into-plane contract
Open Market	See “Non-Contract”
Price Reasonableness	Aviation pricing must meet a variance threshold based on the type of aircraft, region, and products and/or services requested.
Proper Invoice	Merchant document(s) that contains the AIR Card® sale information and are accurate, legible, and are identical to the copy provided to the customer. The required AIR Card® sale information is merchant name, ICAO (airport code where sale occurred), delivery date and time, AIR Card® number, tail number or truck number, name of authorized product or service, quantity, unit of measure, price, total cost, may contain into-plane contract number and CLIN when applicable, start and end meter readings and card user signature. The merchant or customer may include additional information that applies to the sale transaction.
Processing Fee	A fee paid by the merchant’s financial institutions to the Contractor bank for processing the transaction.
Purchase	A card user requests AIR Card® authorized product or service and rendered by an AIR Card® approved merchant. The delivered product and/or service requires a signature of the card user at the time of sale.
Rejected Transaction	A transaction does not meet the program requirements, such as a signature present, will be rejected for the Merchant to correct. These will be included in the Transaction Processing Report for Merchant review.
Retail	See “Non-Contract”
Signature	Discrete, verifiable handwritten depiction of the approved card user self-identification affixed to the merchant’s proper invoice document(s) at the time of the AIR Card® sale.
Third Party	Any entity that is not KHI.
Third-Party Merchant	A business that has an arrangement with fuel suppliers or ground handlers operating at an airport that do not accept the AIR Card®. The



	entity will invoice for the product and/or services delivered to an AIR Card® customer. The third-party processor may charge a fee for this service. The third-party merchant MAY NOT increase the costs of the products and/or services. Third-Party Merchant MUST provide complete evidence of actual supplier sale documentation which is a proper invoice.
Third-Party Processor	A business that may provide companies that accept the AIR Card® card processing capabilities. The business may process the transaction and reimburse the companies directly. The business may pass the transaction to the AIR Card® Contractor for processing.
Transaction Dispute	A disagreement between the AIR Card® customer and the approved AIR Card® merchant with respect to a transaction.
Unauthorized Use	The use of an AIR Card® purchase solution by a person, other than the card user, who does not have actual or implied authority for such use.
Vendor	See “merchant”
Waste	Any activity taken with respect to a government purchase solution that fosters, or results in, unnecessary costs or other program inefficiencies.



KHI STANDARD DELIVERY TICKET

(Remainder of page intentionally left blank. Appendix page follows.)





Merchant Name	ICAO/IATA	Ref #	Contract #*	Currency

Aircraft Details	
A/C Type	
Call Sign	
Registry / Tail	
MTOW	
Service Date & Time	

Arrival	
Date	
ETA	
From	
Crew In	
Pax In	

Departure	
Date	
ETD	
To	
Crew Out	
Pax Out	

Fuel Product / CLIN*	UoM	Meter Start	Meter End	Qty	Price	Total

X	Service / CLIN*	Qty	Price	Total
	ABO			
	Air Start			
	Aircraft Cleaning			
	Aircraft Emissions			
	Aircraft Towing			
	Airport Fee			
	APU			
	Baggage Fee			
	Cargo Loading/Unloading			
	Catering			
	Chocks			
	Communications			
	CAWI			
	Crane Truck			
	Crew Transportation			
	Customs			
	De-fuel			
	De-icing			
	Dispatch			
	Disposal Fee			
	Dolly			
	Facility Fee			
	Fire Truck			
	Flight Cancellation			
	Flight Planning/Weather			
	Follow Me			
	Forklift			
	Fumigation			
	Hangar Rental			
	High Loader			
	Hydraulic Fluid			

X	Service / CLIN*	Qty	Price	Total
	Ice			
	Ladder			
	Landing Fee			
	Lavatory Services			
	Lighting			
	Maintenance			
	Marshaling			
	Nitrogen			
	Noise Tax			
	Oil			
	Overtime			
	Parking Fee			
	Passenger Fee			
	Passenger Handling			
	Pilot Supplies			
	Potable Water			
	Preheat			
	Push Back			
	Ramp Fee			
	Re-service			
	Sampling Charge			
	Security Communication			
	Security Force Vehicle			
	Security Services			
	Slot Time & Fees			
	Take Off			
	Terminal Operations			
	Tie Down			
	Touch and Go			
	Trash Removal			
	Vendor Admin Fee			

X	Applicable Tax
	Canadian Excise Tax
	Canadian Harmonized Sales Tax
	Canadian Tax – Quebec Sales Taxes (QST)
	Excise Duty Tax
	Federal Excise Tax
	Sales Tax
	State Tax

X	Applicable Tax
	Federal Oil Spill Tax
	GST
	Mineral Oil Tax
	Provincial Fuel Tax
	SAGESS Tax (French Government Tax)
	Value Added Tax
	<i>Tax Exemption Documentation Presented At Lift</i>

Customer Signature: _____ **Date:** _____

Customer Name: _____ **Unit/Squadron:** _____

Customer Email: _____ **Customer Phone:** _____

AIR Card® Number: _____ **Exp Date:** _____

*If contract transaction, please provide the Contract # and CLIN

U.S. GOVERNMENT AIR CARD® AUTHORIZED PRODUCTS LIST

(Remainder of page intentionally left blank. Appendix page follows.)





DEFENSE LOGISTICS AGENCY ENERGY

AIR Card® Authorized Commercial Products and Services

AIR Card® Authorized Commercial Fuel and Fuel Additive Products

The following authorized commercial aviation fuel and additive products are permissible charges to the U.S. Government AIR Card®. The commercial receipt and invoice provided to the Ordering Official (pilot or aircrew) for signature shall contain, at a minimum, the requested authorized product, quantity and price. The merchant or Ordering Official are financially responsible when **UNAUTHORIZED** products are rendered or requested.

Fuel Products

1. Jet A
2. Jet A with Additive
3. Jet A1
4. Jet A1 with Additive
5. Jet B
6. Jet B with Additive
7. JP-8
8. AVGAS
9. TS-1

Fuel Additives

1. Corrosion Inhibitor (CI)
2. Fuel System Icing Inhibitor (FSII)
3. Prist
4. Static Dissipater Additive (SDA)
5. Anti-Ice

*Merchants may deliver fuel products to the customer's aircraft, vehicle or bladder.

AIR Card® Authorized Commercial Ancillary Services

The following authorized aviation ancillary services listed are permissible charges to the U.S. Government AIR Card®. The commercial receipt and invoice provided to the Ordering Official (pilot or aircrew) for signature shall contain, at a minimum, each requested authorized service, quantity and price. The Merchant and/or Ordering Official are financially responsible when **UNAUTHORIZED** services are invoiced.

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
ABO Aviator Breathing Oxygen	Liquid Oxygen; LOX; O2; Aviator Breathing Oxygen	O2 for pressurized aircraft.
Air Start	External engine start, ASU	External engine start.
Aircraft Cleaning	Aircraft fleet service; Cabin cleaning	Clean the interior or exterior of the aircraft
Aircraft Emissions	-	Charged per landing according to the amount of nitrogen oxide emitted
Aircraft Towing	Tow bar	-
Airport Fee	-	A charge for the use of airport facilities.
APU	Auxiliary power unit; ground power unit (GPU); generator; power cart; Alternate power unit	Aircraft requires power.
Baggage Fee	Baggage service; luggage	-
Cargo Loading/Unloading	Porter, conveyor belt; loader; loading equipment; MDL (main deck loader); tractor; air bridge	Services charged to load or unload aircraft cargo.
Catering	-	ONLY AUTHORIZED for passenger flights for non-per diem passengers (food and non-alcoholic beverages)
Chocks	-	Used to keep aircraft from moving on the ramp.
Communications	Phone; fax; internet	Service fee for the use of the facility phone, fax, internet. Cell phones MAY NOT be purchased using the AIR Card®
CAWI – Continuous Alcohol Water Injection	-	-
Crane Truck	-	-
Crew Transportation	Ramp transport	Fee to transport aircrew to airport terminal. Transportation services such as taxi, car rental, bus, or van services outside of the airport are NOT a valid AIR Card® charge.
Customs	Immigration, VISA, Port health	Airport customs occurring at OCONUS commercial airports. Military may be exempt; check with your BoS or State Department.

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
De-fuel	Defuel; Defueling; De fuel	Ordering Official requests, fuel removed from the aircraft. Generally, the charge is \$0.33 per gallon. The ordering official may request payment for the fuel offloaded.
De-icing	Deice; Deicing; De-ice	Glycol used to de-ice an aircraft.
Dispatch	-	Communication between airport ground crew and pilot.
Disposal Fee	Disposal charge	Fee to dispose of spilled fuel. Fee applies to non-contract fuel and is a ground charge.
Dolly	Baggage cart	Used to move cargo.
Facility Fee	-	-
Fire Truck	Fire car; fire brigade	-
Flight Cancellation	-	A pre-arranged flight cancellation charge when the merchant already obtained fuel and/or services in support of a pre-arrangement.
Flight Planning/Weather	Flight tracking; Meteo	-
Follow Me	Nose car; leading; aircraft guidance	Cart that directs the aircraft to the ramp, taxiway or back to runway.
Fork Lift	-	Handling aircraft cargo.
Fumigation	Disinfection	Fumigate the aircraft.
Hangar Rental	-	Charges not to exceed 5 days. If an extended arrangement is required, set up a contract with the merchant or use an alternate payment mechanism.
High Loader	Loader	Handling aircraft cargo.
Hydraulic Fluid	-	-
Ice	-	-
Ladder	Stairs; Steps	-
Landing Fee	Weight	Charge to an aircraft to land at an airport.
Lavatory Services	Latrine; toilet; toilet cart; water service	-
Lighting	-	-
Maintenance	Aircraft maintenance, labor	-
Marshaling	Marshalling	Service crew directs the aircraft to a designated location at the airport.
Nitrogen	-	Used in aircraft tires.
Noise Tax	-	Charged by the airport authority for aircraft noise or noise pollution.
Oil	-	-

Authorized Ground Service	Acceptable Terms for the Authorized Ground Service	Description of Authorized Ground Service
Overtime	Call out; holiday; weekend	Fee charged when airport personnel support is required after normal business hours.
Parking Fee	Reposition; RON; overnight; mooring; stay over; ramp parking	Fee charged to park aircraft at airports, typically for several hours or overnight.
Passenger Fee	PAX	Typically, OCONUS airports charge a small fee based on the number of passengers onboard the aircraft.
Passenger Handling	PAX handling; PRM – passenger of reduced mobility	Fee charged to handle boarding document, check in. Should be a nominal fee.
Pilot Supplies	Charts; maps	Fee charged should be a nominal fee.
Potable Water	Water; palletized water	Water for lavatory sinks for hand washing purposes.
Preheat	Heater	Charged to heat the aircraft before flight.
Push Back	Nose car; positioning	Charged to push an aircraft into a hanger or different section of the ramp.
Ramp Fee	Ramp handling; tarmac; apron	Charged to aircraft for use of ramp.
Re-service	Reservice	Charged to place de-fueled fuel back on aircraft.
Sampling Charge	-	Charge to sample the quality of non-contract commercial fuel.
Security Communication	-	Charge for security staff cell phone usage.
Security Force Vehicle	-	Charge for security forces guarding an aircraft and using the vehicle as the shed.
Security Services	Aircraft guarding; security escort service; security supervision	-
Slot Time & Fees	-	Charged for slot time, typically at OCONUS high volume airports.
Take Off	Departure	-
Terminal Operations	Operations, terminal fee, flight services	-
Tie Down	-	Securing aircraft to ramp (Typically overnight).
Touch and Go	-	Charge for aircraft to land and immediately take off. This is typically during a training exercise.
Trash Removal	Garbage, garbage removal, liter service, rubbish	-
Vendor Admin Fee	VAF; agent fee; administration fee; arrangement/coordination fee	Fee charged by third party agents that arrange ancillary services with the local airport vendor that will not accept the AIR Card®. The local airport vendor often requires immediate payment. NOTE: Prior to signature, ensure VAF amount is present on the delivery receipt or invoice and is a reasonable amount. Additional guidance is located on the DLA Energy website. (Limit one VAF per invoice)

AIR Card® Taxes

The following taxes, if applicable, are permissible charges to the U.S. Government AIR Card®.

Taxes	Tax Description
Canadian Excise Tax	Tax may be applicable on Canadian goods and/or services*
Canadian Federal Fuel Charge	Tax maybe applicable on Canadian fuel products JET A-1 and AVGAS*
Canadian Harmonized Sales Tax	Tax may be applicable on Canadian goods and/or services*
Canadian Tax - Quebec Sales Taxes (QST)	Tax may be applicable on Canadian goods and/or services*
Customs Duty Tax	Tax may be applicable on airport customs occurring at OCONUS commercial airports. Military may be exempt, check with your Service or State Department.
Excise Duty Tax	Tax may be applicable on fuel and/or services*
Federal Excise Tax	Tax may be applicable ONLY on non-DoD military customer fuel purchases*
Federal Oil Spill Tax	Tax may be applicable on fuel*
GST	Tax may be applicable on goods and/or services*
Leaking Underground Storage Tank (LUST)	Tax may be applicable on CONUS fuel*
Mineral Oil Tax	Tax may be applicable on fuel*
Provincial Fuel Tax	Tax may be applicable on Canadian goods and/or services*
SAGESS Tax (French Government Tax)	Tax may be applicable on fuel procured in France*
Sales Tax	Domestic tax applicable on fuel and/or services*
State Tax	Domestic tax applicable on fuel and/or services*
Value Added Tax (VAT)	Tax may be applicable on fuel and/or services*

***The United States and/or the Department of Defense may be exempt from many taxes. The cardholder/AO are responsible for asserting any exemption and should present any applicable exemption at the time of transaction or payment.**

FEDERAL ACQUISITION REGULATION REQUIRED CLAUSES

52.203-7 Anti-Kickback Procedures (Jun 2020)

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) [41 U.S.C. chapter 87](#), Kickbacks, prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or



(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation [3.502-2\(i\)](#) on the date of subcontract award.

(End of clause)



FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).



X(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

X(9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X(12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jan 2025) (31 U.S.C. 6101 note).

X(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

