

This is a Subcontract issued under a Federal Government contract. The Subcontractor agrees to register with the System for Award Management ("SAM") and to maintain an active SAM registration at all times during its performance. Subcontractor will ensure its registration is accessible on-line on the SAM website in order for ESI to verify the registration. The following contract clauses prescribed by the Federal Acquisition Regulation (the "FAR") and the Federal Employee Health Benefits Acquisition Regulation ("FEHBAR") are incorporated into this Subcontract by reference. The Subcontractor agrees to be bound by the obligations of the "Contractor" under all such clauses. To the extent that the term "government" or the phrases "United States" or "Contracting Officer" as used in any of these clauses denotes a contracting party, the same shall also mean Express Scripts, Inc. ("Express Scripts").

The Subcontractor shall perform its obligations under the Subcontract in compliance with the clauses incorporated herein by reference, unless specifically exempted by applicable law or regulation. The Subcontractor shall cooperate with ESI in evaluating the Subcontractor's compliance with these clauses. The Subcontractor will allow ESI access to the Subcontractor's facilities, records, and personnel to the extent that ESI, in its sole discretion, deems necessary to evaluate the Subcontractor's performance under the subcontract or its compliance with the clauses herein incorporated by reference.

The clauses incorporated herein by reference carry the same force and effect as if they were set forth in full text. The full text of these clauses is available at <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil>.

#### A. CLAUSES APPLICABLE TO ALL LOWER-TIER SUBCONTRACTS

52.203-3	GRATUITIES (APR 1984)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010) (Not applicable to Commercial Item subcontracts)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEC 2010)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
1652.203-70	MISLEADING, DECEPTIVE, OR UNFAIR ADVERTISING (JAN 1991)
1652.204-74	LARGE PROVIDER AGREEMENTS (OCT 2005) (Applicable only to Large Provider Agreements)

1652.224-70	CONFIDENTIALITY OF RECORDS (JAN 1991)
1652.232-72	NON-COMMINGLING OF FUNDS (JAN 1991)
1652.246-70	FEHB INSPECTION (JUL 2005)

#### B. CLAUSES APPLICABLE TO LOWER-TIER SUBCONTRACTS OF \$100,000 OR MORE

52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEPT 2010)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.232-17	INTEREST (OCT 2010)
1652.222-70	NOTICE OF SIGNIFICANT EVENTS (JUL 2005)

#### C. CLAUSES APPLICABLE TO LOWER-TIER SUBCONTRACTS OF \$650,000 OR MORE

52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Not applicable to Commercial Item subcontracts)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010) (Not applicable to Commercial Item subcontracts)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)

#### D. CLAUSES APPLICABLE TO LOWER-TIER SUBCONTRACTS OF \$5,000,000 OR MORE

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Not applicable to Commercial Item subcontracts)

#### E. EXPORT CONTROL – 617EXP (01-10)

Any item, technical data, or software furnished by Sandia in connection with this purchase order/contract is supplied for use in the United States only. Contractor agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 USC 2751 – 2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120 – 130; the Export Administration Act, 50 USC app. 2401 – 2420, including the Export Administration Regulations (EAR), 15 CFR 730 – 774; and including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Contractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Contractor or Contractor's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. Contractor shall immediately notify the SCR if it transfers any export controlled item, data, or services to foreign persons. Diversion contrary to U.S. export laws and regulations is prohibited.

(b) Contractor shall immediately notify the SCR if Contractor is, or becomes, listed in any Denied Parties List or if Contractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(c) If Contractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Contractor represents that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

The Contractor shall flow down the requirements of this clause to all subcontracts.