

**1. DEFINITIONS:**

As used herein, "Buyer" means New Wave Design and Verification, LLC, dba New Wave Design, a Minnesota limited liability company, and "Supplier" means the vendor or supplier identified in the accompanying purchase order.

**2. ACCEPTANCE:**

This purchase order represents Buyer's offer to purchase the goods or services ordered strictly in accordance with its stated terms and conditions. Supplier's acceptance of this purchase order is expressly limited to the terms and conditions stated and no additional or different terms shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's authorized representative. Supplier shall be deemed to have accepted this purchase order by signing and returning the acknowledgement copy, by failure to deliver a written objection to this offer within five (5) days of receipt, or by commencing work on the goods or services ordered. If any term or condition of this purchase order is invalid, illegal, or unenforceable, the remaining terms and conditions of this purchase order shall remain in effect.

**3. PAYMENT:**

Payment and discount period referred to on face of this purchase order begins from date of invoice, date of receipt of goods at destination, and final inspection and acceptance of goods by Buyer and/or Customer, whichever occurs last, subject to Buyer's receipt of properly executed bill of lading. Any over shipment or substitution of goods made by Supplier shall entitle Buyer to withhold payment for entire shipment pending its approval of the over shipment or substitution without loss of discount privileges. Where variance appears between purchase order and invoice in respect to price or payment terms, Buyer shall be entitled to most favorable terms. When terms of delivery or conditions of this order are FOB, Destination for Domestic shipments and DDP, Minneapolis, MN for International shipments, all transportation charges (including switching charges) shall be paid by Supplier. All rate reductions affecting delivery under this order shall be before the account of Buyer. No allowance shall be made for packing, cartage, crating or storage unless stated herein. Supplier shall pack, mark, and ship all goods in accordance with the requirements of this order to be in compliance with transportation regulations and good practices for protection and shipment.

**4. SHIPMENT AND DELIVERY:**

All shipments and deliveries shall be strictly in accordance with the quantities, schedules and shipping instructions stated in this purchase order. Goods shall be shipped FOB, Destination for Domestic shipments and DDP, Minneapolis, MN for International shipments, unless otherwise stated on the face of this purchase order. Title and risk of loss shall pass at the receiving point, subject to inspection and acceptance as described herein. Time is of the essence in performance of this purchase order. Supplier shall not make advance, late, short, or excess deliveries without Buyer's prior written approval. Buyer reserves the right to cancel this purchase order (or any part thereof) without liability if delivery is not made within the time specified, or, if no time is specified, within a reasonable time. Supplier agrees to pay to Buyer any penalty or damages imposed upon or incurred by Buyer resulting from the failure of Supplier to deliver the goods ordered in accordance with the quantities, schedules and shipping instructions stated in this purchase order.

**5. CERTIFICATE OF CONFORMANCE:**

All Suppliers will certify that any materials, processed and finished items supplied under this order were inspected and/or tested and conform to the requirements of this order. These certificates of conformance must accompany each shipment. Each document is to be signed by a representative of the Supplier's company and reference Smith Manufacturing's purchase order, part number, serial number, lot number/date code and item nomenclature as applicable. Manufacturers are required to submit certificates of conformance in accordance with the above specifications. Retained supporting documentation from Suppliers and Manufacturers must be available upon request and maintained per "Product Records" clause 8.

**6. CHANGES:**

Buyer may at any time, by a written order, make changes within the general scope of this order of any one or more of the following: (1) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured in accordance therewith; (2) Method of shipment or packing; (3) Place of delivery; or (4) Delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, Buyer shall make an equitable adjustment in the contract price, delivery schedule, or both, and shall modify this order in writing. Supplier must assert its right to adjustment under this clause within twenty (20) days from date of receipt of the written order. However, if Buyer decides that the facts so justify, then Buyer may receive and act upon a proposal submitted before final payment of this order. However, nothing in this clause shall excuse the Supplier from proceeding with this order as changed.

**7. PRODUCT DESIGN CHANGES:**

No product design changes by Supplier are authorized until Supplier first obtains the signature of Buyer's authorized representative, as identified on the first page of this purchase order.

**8. PRODUCT RECORDS:**

A method must be established by the Supplier for the retention of any records of processes, inspections, tests and / or evaluations performed during production and acceptance of Supplier's product. Records must be available for review by the Buyer, their customer, and / or regulatory authorities. Records must be maintained indefinitely unless contractually agreed. Records of this agreement are to be maintained by both parties.

**9. PRODUCT RECALL:**

Supplier must immediately communicate to Buyer on any identified nonconforming or potentially nonconforming product, including any product that has already been shipped. Such a product cannot be shipped without review and a documented approval from Buyer of product disposition. Buyer reserves the right to issue the Supplier a corrective action when a Supplier does not meet Buyer's requirements. The Supplier then has 15 working days to respond to corrective action or Buyer can withhold payment for services. Buyer has the right to return defective product at Supplier's expense. There must be a product recall method established at the Supplier's premises as part of their product control, confirming lot traceability if necessary.

**10. WORKMANSHIP:**

Product order must be handled, stored, and maintained according to good practices and general workmanship standards. Items are to be packed in containers or separated individually in keeping with good commercial practices to preclude any damage being incurred during shipping.

**11. COUNTERFEIT COMPONENTS/PARTS:**

Delivery of known counterfeit components/parts is not permitted. If the Supplier identifies components/parts to be counterfeit after delivery, Buyer must be notified immediately. Any possible counterfeit components/parts must be evaluated, confirmed and disposition made if found.

**12. TERMINATION:**

- a) **Default:** Buyer may, by written notice of default to Supplier, terminate this order in whole or in part if Supplier fails to (a) Deliver the supplies or to perform the work within the time specified in this order or any written extension; (b) Make progress to endanger performance of this order or (c) Perform any of the other provisions of this order. However, with respect to the provisions of (b) and (c), Buyer's right to terminate may be exercised if Supplier does not cure such failure within ten (10) days after receipt of the notice from Buyer specifying the failure. In addition to other damages recoverable by Buyer for Supplier's default, Supplier is liable to Buyer for costs associated with re-procurement by Buyer. Supplier shall transfer at the sole discretion of Buyer completed supplies, work in process and any tools furnished by Buyer or by the Customer. Except for default of subcontractors or suppliers of Supplier, Supplier shall not be liable for excess costs if the failure to perform the order arises from causes beyond the control and without the fault or negligence of Supplier. If after termination for default it is determined that Supplier was not in default or that default was excusable, the rights and obligations of Buyer and Supplier shall be the same as if the termination had been issued for convenience of Buyer. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this order.
- b) **For Convenience:** Buyer may terminate work without cause under this order in whole or in part at any time by written notice. The notice shall state the extent and effective date of such termination, and upon receipt thereof, Supplier will, to the extent directed by Buyer, stop work under this order and the placement of further orders or subcontracts and shall take any necessary action to protect property in Supplier's possession in which Buyer or the Government has or may acquire an interest. In event of such termination, Supplier shall submit a final termination settlement proposal pursuant to Federal Acquisition Regulation("FAR") Part 49 in effect on the purchase order date and shall do so within six (6) months of the termination. If the Government fails to conduct an audit of Supplier's books and records, an audit may be conducted by or on behalf of Buyer. Except as specifically provided herein, the rights and obligations of Supplier and Buyer are governed by the termination for convenience of the Government clause FAR 52.249-2 except that "Government" or "Contracting Office" shall mean Buyer and "contractor" shall mean Supplier unless the context and FAR Part 49 confers rights upon the Government and/or Buyer. Buyer's liability to Supplier shall be limited to the extent of Buyer's recovery of compensation from the Government. For completed items or materials, Buyer shall either require delivery of all or part of the completed supplies and make payment at the order price, or (without taking delivery) pay Supplier the difference, if any, between the order price and the market price (if lower) at the time of termination. For uncompleted items or raw or semi-processed materials, Buyer shall either require Supplier to deliver all or part of such supplies at the portion of the order price representing the stage of completion reduced by the higher of the market or scrap value of the supplies at that stage of completion.
- c) **Insolvency:** In the event of any proceedings against Supplier, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver or trustee, or an assignment for the benefit of creditors of Supplier, Buyer may at its sole discretion terminate this order in whole or in part, subject to all rights and remedies of Buyer at law.
- d) Termination by Buyer under this section shall not relieve Supplier of any of Supplier's obligations with respect to goods or services furnished prior to the effective date of termination.

**13. COMPLIANCE WITH LAWS AND REGULATIONS:**

Supplier shall comply with all applicable Federal, State, and local laws and regulations and shall indemnify Buyer and the Government from any liability, expense or loss resulting from Supplier's failure to do so. Without limiting the foregoing, Supplier shall comply with all requirements of the Occupational Safety and Health Act of 1970 and any amendments thereof and any provisions relating to cost or pricing data of Supplier. Supplier agrees to safeguard and comply with all laws and regulations regarding the proper handling and nondisclosure of all secret, confidential or restricted information that may be disclosed to it or developed by it in connection with work under this order.

**14. RUSSIAN PROHIBITION:**

Seller represents and certifies that neither Seller nor any supplier at any tier supplies or provides items containing or incorporating any iron, steel, aluminum, or derivative commodities thereof originating in or sourced from Russia. Seller shall include this provision in all its lower-tier subcontracts and shall maintain records of where any iron, steel, aluminum, or derivative commodities are sourced or originated and provide such documentation immediately upon request.

**15. INDEMNITY:**

Supplier warrants that use or sale of the goods under this order shall not infringe any patent and hereby agrees to indemnify Buyer and/or the United States Government from any such infringement, shall defend any suit brought against Buyer and/or the Government and shall reimburse Buyer from any loss or judgment including all court costs and attorney's fees. Supplier agrees to comply with all applicable laws and regulations, and to indemnify Buyer from any claims in regard thereto.

**16. ASSIGNMENT AND SUBCONTRACTING:**

Neither this order nor any interest herein may be assigned in whole or in part by Supplier without the prior written consent of Buyer. Neither all nor substantially all of this order may be further subcontracted by Supplier without the prior written consent of Buyer. If this order is issued under a Government contract, it may be assigned by Buyer to the Government and, upon the Government's acknowledgment of such assignment, Supplier shall look to the Government for payment.

**17. INSPECTION:**

Buyer, Customer and/or the Government have rights to inspect the goods covered by this order either at the place of manufacture or at place of delivery, and acceptance of said goods by Buyer shall be dependent upon final inspection and acceptance thereof by the authorized representative of the Government if Government inspection is conducted. FAR 52.246-2, Inspection of Supplies—Fixed Price (Please also note that if the contract is of the cost reimbursement type then the correct citation is to "FAR 52.246-3, Inspection of Supplies—Cost-Reimbursement"), is hereby incorporated by reference except that "Contractor" means Supplier and "Government" as it appears in the first and fourth sentences of Paragraph (b) thereof means Government and Buyer, except that an inspection system accepted by the Government will be deemed acceptable to Buyer, and in paragraph (k) thereof the terms "Contracting Office" or "Government" means Government or Buyer. Provisions in the clause relating to access, rights to inspection, safe protection and relief from liability apply equally to Buyer and the Government. At Buyer's option defective goods may be returned at Supplier's expense for full credit or replacement, subject to all rights and remedies of Buyer at law.

**18. WARRANTY:**

By furnishing supplies under this order, Supplier expressly warrants that (i) it will be free from defects in materials and workmanship and safe to use; (ii) will be merchantable and in full conformity with Supplier's specifications, drawings and data, and Supplier's descriptions, promises or samples; (iii) will be fit for the ordinary purposes for which such supplies are used; (iv) will be of good quality within the description of this Order; (v) will be adequately contained, packaged and labeled; (vi) will conform to the terms of this Order; (vii) will be fit for Buyer's intended use, provided Supplier has reason to know of such use; and (viii) that Supplier will convey good title to the supplies, free and clear of all liens, claims and encumbrances. This warranty is in addition to implied warranties to Buyer at law. No approval of design by Buyer furnished by Supplier shall constitute a waiver by Buyer of Supplier's obligations hereunder. In addition to Buyer's remedies at law, Buyer may, for breach of any warranty, and at its option and at Supplier's expense, require Supplier to repair promptly or replace defective supplies or return same for credit, and in addition, Supplier shall be liable for any costs for incidental or consequential damage incurred by Buyer with respect to any defective or delinquent supplies. All warranties shall run to Buyer and its customer.

**19. BUYER'S PROPERTY, INTELLECTUAL PROPERTY AND TOOLING:**

All inventions, ideas, concepts, trademarks, know-how, designs, specifications, drawings, documents, materials, tools, jigs, fixtures, methods, processes, and other property, provided to, owned, or paid for by Buyer, shall be the property of Buyer, subject to removal at any time without cost or expense to Buyer. Supplier hereby assigns all right, title and interest in any intellectual property rights in such inventions, ideas, concepts, trademarks, know-how, designs, specifications, drawings, documents, materials, tools, jigs, fixtures, methods, processes to Buyer, and agrees to execute any documents needed to further perfect ownership in such intellectual property rights. All property of Buyer shall be identified and marked as such, used only for Buyer's purchase orders and covered by adequate liability, damage, and fire insurance (including extended coverage) for its fair and reasonable value. Supplier shall assume full liability for and maintain and repair all property of Buyer in its possession or control and shall, on request, return the same to Buyer in good condition, reasonable wear and tear excepted. Supplier shall provide Buyer with inventories of all property of Buyer in its possession or control when requested by Buyer and certify to Buyer that all use thereof is expended on Buyer's purchase orders.

**20. PRICING:**

Supplier warrants that prices for the goods and services ordered are not less favorable than those currently extended to any other customer of Supplier for the same or like goods or services (whether in like or smaller quantities) and are otherwise in accordance with all applicable price laws and regulations. If Supplier establishes or offers a lower price for the goods or services ordered (whether in like or smaller quantities) from the date of acceptance of this purchase order by Supplier to the date goods or services are invoiced to Buyer, Supplier agrees to reduce the prices stated in this purchase order correspondingly.

**21. SHELF LIFE:**

If a product has a shelf life, it must be received with at least 80% remaining or unless specified otherwise on the Purchase Order.

**22. CONFIDENTIALITY:**

Supplier shall not make or authorize any news release, advertisement or other disclosure regarding the existence or substance of this purchase order without the prior written consent of Buyer. Supplier shall keep confidential all information provided to Supplier related to the performance of this purchase order, including, but not limited to, statements of work, specifications, drawings, trade secrets, designs, processes and other technical or business information, and shall use such information only in the performance of Buyer's purchase orders. Upon completion, cancellation or termination of Buyer's purchase orders, Supplier shall, at Supplier's expense, return to Buyer or, at Buyer's option, destroy all documents or other media containing or incorporating any of the information and, on request, provide a certificate confirming the return or destruction of all such material. Supplier shall include a provision comparable to this section in all subcontracts relating to the goods or services ordered.

**23. ENHANCED INFORMATION PROTECTION AND SYSTEM ACCESS REQUIREMENTS:****a. Relationship to Existing Agreements:**

These provisions supplement, and do not supersede, any separate proprietary information agreements between the parties.

**b. Proprietary Information Handling:**

Any proprietary or sensitive information provided by Buyer or its customer (including but not limited to technical data, drawings, software, reports, specifications, or other deliverables) remains the property of the originator.

Supplier shall:

- Comply with all applicable non-disclosure agreements,
- Adhere to proprietary markings and legends,
- Use such information solely for performance of this Order,
- Not disclose such information to third parties without Buyer's prior written consent,
- And maintain appropriate data protection systems to safeguard the information against unauthorized access or misuse.

**c. Incident Response Notification:**

If Supplier becomes aware of any compromise, misuse, loss, or unauthorized access to such information, it shall:

- Notify Buyer within seventy-two (72) hours,
- Take all necessary actions to contain, investigate, and mitigate the incident,
- Cooperate fully with Buyer (or its customer) in any resulting investigation, and
- Bear all costs associated with corrective actions unless otherwise agreed in writing.

**d. Data Encryption Requirements:**

All proprietary information must be encrypted:

- During electronic transmission over public networks (e.g., the Internet), and
- During storage when accessible by any system connected to the Internet or other unauthorized users.

**e. System Access & Background Screening:**

If performance of this Order requires Supplier personnel to access Buyer's or its customer's information systems:

- Access shall be limited to essential personnel only,

- All such personnel must pass a background check appropriate for the level of access and sensitivity of data involved,
- Supplier shall notify Buyer of any change in clearance, authorization, or eligibility,
- Additional security screening may be required for access to classified or export-controlled information.

**f. Use of Artificial Intelligence (AI):**

Supplier shall not input, upload, or otherwise expose Buyer or Buyer's customer-provided information to any Artificial Intelligence (AI) Technology — including large language models, chatbots, or machine learning platforms — unless expressly authorized in writing by Buyer.

Under no circumstance shall Supplier:

- Use Export-Controlled Information for any AI-related processing or training,
- Expose any Buyer-provided data to open-source licensing terms requiring disclosure or redistribution,
- Fail to comply with all applicable laws, regulations, and contract-specific restrictions relating to AI use.
- Upon Buyer's request, Supplier shall provide documentation of traceability for AI-generated content, including the source data and generation method, if AI tools were used to create deliverables under this Order.

**24. TAXES:**

All applicable federal, state, and local taxes shall be listed separately on Supplier's invoice, and such taxes shall not be payable if Buyer provides an appropriate exemption certificate. If not listed separately on Supplier's invoice, Supplier assumes responsibility for paying all applicable taxes, and shall indemnify Buyer against all liabilities, damages, fines, penalties, interest, costs, and expenses (including, but not limited to, attorneys' fees) arising from the failure to pay such taxes in a timely manner.

**25. REMEDIES AND WAIVER:**

The remedies provided Buyer in these terms and conditions shall be cumulative and in addition to any other remedies provided herein, by law or in equity. No waiver by Buyer of any right or remedy under these terms and conditions shall be effective unless in writing signed by Buyer's authorized representative. Neither failure nor any delay in exercising any right, power or privilege under these terms and conditions will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege by Buyer will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Buyer will be applicable except in the specific instance for which it is given.

**26. DISPUTES AND APPLICABLE LAW:**

This order will be construed and interpreted in accordance with the internal laws of the State of Minnesota, without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any other jurisdiction other than the State of Minnesota. Any judicial proceeding related to this purchase order shall be in a court of competent jurisdiction in the State of Minnesota in the County of Hennepin. To the extent that Supplier and Buyer have claims against Buyer's Customer, Buyer and Supplier shall reasonably cooperate with each other to prosecute such claims, provided that Supplier's claim is properly substantiated by Supplier, each incurring their own respective attorney's fees, except that Supplier shall indemnify and hold harmless Buyer from any costs or damages arising out of such proceedings. In any legal action commenced by either Buyer or Supplier arising out of performance of this order the prevailing party shall be entitled to recovery of reasonable attorney's fees and court costs. Pending resolution of any dispute by settlement or by final judgment, Buyer and Supplier shall proceed diligently with performance of this order and

Supplier's performance shall be an acceptance with Buyer's written instructions. All reference to disputes procedures in FAR clauses, in Section 17 or elsewhere, shall be deemed to be superseded by this clause.

**27. STOP WORK ORDER:**

Buyer may at any time by written order require Supplier to stop all or any part of the work under this order for a period of ninety (90) days after the stop order is received by the Supplier, and for any extension of this period to which the parties may agree. The stop work order shall be specifically identified as a stop work order issued under this clause and shall be in writing. Upon receipt of the order Supplier shall take all steps to comply with these terms and all reasonable steps to minimize incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after the stop work order is delivered to Supplier or within any extension of that period to which the parties have agreed, Buyer shall cancel the stop work order or terminate the work covered by the order as provided in the termination for default or termination for convenience clauses of this order. If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, Supplier shall resume work and Buyer shall make an equitable adjustment of the delivery schedule or contract price or both and this order shall be modified in writing accordingly if the stop work order results in an increase in the time required for or in the Supplier's costs allocable to the performance of this order, provided that Supplier asserts a claim for adjustment within twenty (20) days after the end of the period of work stoppage.

**28. DEFECTIVE WORK:**

Buyer reserves the right to inspect lots of parts delivered under this order on a sample inspection plan basis. Rejection of the sample shall be cause for rejection of the entire lot delivered (at Buyer's discretion) and any lots so rejected may be returned to the Supplier for replacement as directed by Buyer, at Supplier's expense. Buyer may at its option, at Supplier's expense, rework, resort, retest, or otherwise make the parts acceptable for use by Buyer.

**29. CHANGES TO SPECIFICATIONS/PROCESSES/MANAGEMENT/FACILITIES:**

Supplier shall not make any changes to the goods to be delivered hereunder, including the manner of producing the goods without obtaining Buyer's prior written consent. Requests to make Class I Changes must be provided in writing (including a detailed description of the proposed Class I Change) at least sixty (60) days prior to the requested change date and may be accepted or rejected at the Buyer's sole discretion. Requests for Class II Changes must be provided in writing (including a description of the proposed Class II Change) at least thirty (30) days prior to the requested change date and Buyer will not unreasonably withhold its consent. "Class I Change" means any changes to the goods or the equipment, processes, facilities or location with or at which the goods are produced which: (i) impact form, fit, function or weight of the goods, (ii) may reasonably be expected to have an impact on contractual requirements such as performance, hardware, interchangeability, reliability, safety, interfaces or quality requirements, (iii) may require re-identification or recertification of a part or assembly or (iv) otherwise result in a deviation from the specifications relating to such goods. "Class II Change" means other changes to the goods which cannot be reasonably construed to constitute a Class I Change, including those that do not affect contractual requirements, do not involve changes to the design of the goods or merely involve technical correction of clerical errors in documents.

**30. EXPORT CONTROLS:**

This order is subject to U.S. export and import control laws and regulations. Any item or technical information pertaining to this order shall not be provided to or accessed by a non-U.S. person, entity, foreign country, or any denied party without the prior written authorization from Buyer and, where applicable, the relevant U.S. Government Agency. The parties will comply with the regulations and shall reasonably cooperate to support controlled activities pursuant to such regulations. Please refer to the above regulations using the links below for further information.

[Understand The ITAR - DDTCP Public Portal](#)

[Search the EAR | Bureau of Industry and Security](#)

**31. REQUIREMENTS FOR CONTROL OF SOLDERING AND PLATING MATERIALS:**

Electronic, Electrical, Electro-Mechanical, and Mechanical items and assemblies SHALL NOT HAVE PURE TIN finishes. This applies to component leads/terminations, body, cages, brackets, housings, mechanical items, etc. Hardware (nuts, bolts, screws, etc.) shall not have a pure tin finish unless otherwise stated in the drawing or specification. Any tin-lead plating or solder process/processes shall require no less than 3% lead composition unless specifically authorized in writing by Buyer. Supplier shall be responsible for communicating this requirement to subcontractor or sub-tier suppliers as required.

**32. REQUIREMENTS FOR USE OF SPECIALTY METALS:**

All materials delivered under this order shall be compliant with DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, unless specifically approved by the Buyer prior to beginning work.

**33. CALIBRATION SUPPLIERS:**

Any Supplier providing calibration services must have ISO 10012, ISO 17025, or equivalent accreditation. Changes affecting certification status must be reported immediately to New Wave Design. Calibration certificates provided must identify standards used. The standards of calibration used must be traceable to the National Institute of Standards and Technology (N.I.S.T.). Certificates of calibration are required.

**34. AFFIRMATIVE ACTION REQUIREMENTS:**

The parties shall comply with all Federal equal employment opportunity obligations under 41CFR 60- 1.4(a), 60-300.5 (a), 60- 741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A.

Supplier and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals based on disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**35. WORKING CONDITIONS AND HUMAN RIGHTS:**

Supplier shall commit to providing a safe and secure working environment and the protection and advancement of basic human rights. Supplier shall adopt and enforce these concepts in its operations and in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Any material violation of law by Supplier relating to basic working conditions and human rights, including laws regarding slavery and human trafficking of the country or countries in which Supplier is performing work under this Purchase Order, may be considered a material breach of this contract for which the Buyer may choose to cancel any open orders between Buyer and Supplier, for cause. Supplier shall include this clause, or the substance of this clause, in all subcontracts awarded by Supplier under this Purchase Order.

**36. INDEMNIFICATION AND INSURANCE:**

Supplier shall defend, indemnify and hold harmless Buyer and Buyer's customer, and each of their respective directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of all kind and nature whatsoever from property damage, personal injury or death (including without limitation injury or death of employees of Supplier or any subcontractor thereof) and expenses, cost of litigation and counsel fees related thereto or incident to establishing the right to indemnification arising in any way related to this Order. Prior to commencement of work on Buyer's premises, Supplier shall carry and maintain, and ensure that all subcontractors carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, Commercial General Liability and Workers' Compensation insurance with available limits not less than \$1,000,000 per incident (for bodily injury and property damage combined) and automobile liability insurance. Prior to commencement of work, Supplier will provide for Buyer's review and approval the certificates of insurance reflecting full compliance. If Supplier is a self-insurer for workmen's compensation, he shall furnish a certificate to Buyer from the Department of Labor of the State in which the labor is to be performed. Failure of Supplier, or any subcontractor thereof, to furnish certificates of insurance or to procure and maintain the required insurance noted herein, does not waive the Supplier's or subcontractor's obligations noted herein.

Supplier shall flow down all applicable FAR and DFARS clauses from this purchase order to its lower-tier subcontractors and vendors, when such clauses are required by law, regulation, or the terms of the prime contract or higher-tier subcontract. Supplier is responsible for ensuring such sub-tier entities comply fully with these obligations.

**37. CONFLICT MINERALS:**

In compliance with Dodd-Frank Act, Supplier agrees to use Commercially Reasonable Efforts to assist and cooperate with Buyer's and Buyer's affiliates' obligations to comply with SEC Reporting Requirements for Issuers Using Conflict Minerals.

**38. FAR and DFARS CLAUSES:**

When the items furnished under this purchase order are for use in connection with a U.S. Government prime contract or subcontract, the following FAR and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses shall apply in accordance with the terms of the prime contract or higher-tier subcontract, or by operation of law or regulation, and are hereby incorporated by reference. The effective version of each clause shall be the version included in Buyer's prime contract or subcontract (as amended and modified) under which this purchase order has been issued. In all clauses, except as otherwise required by law, the terms "Government," "Contracting Officer," and "Contractor" shall be deemed and interpreted to identify suitably the contracting parties herein and effect the proper intent of the provision. "Subcontractor," however, shall mean "Supplier's Subcontractor" or "Supplier" under this purchase order. Where a clause specifies the number of days in which an action is required, that number shall be reduced by half. Clauses marked with an asterisk apply to the extent, and with the Alternate(s), if any, included in Buyer's contract.

**ATTACHMENT 1**
**FAR AND DFARS FLOWDOWN PROVISIONS APPLICABLE TO FIXED PRICE PURCHASE ORDERS FOR COMMERCIAL AND NON-COMMERCIAL ITEMS**

When the items furnished under this Purchase Order ("PO") are for use in connection with a U.S. Government prime contract or subcontract, the following Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses shall apply in accordance with the terms of the prime contract or higher-tier subcontract, or by operation of law or regulation, and are hereby incorporated by reference. The effective version of each clause shall be the version included in Buyer's prime contract or subcontract (as amended and modified) under which this PO has been issued. In all clauses, except as otherwise required by law, the terms "Government," "Contracting Officer," and "Contractor" shall be deemed and interpreted to identify suitably the contracting parties herein and effect the proper intent of the provision. "Subcontractor," however, shall mean "Seller's Subcontractor" or "Seller" under this Purchase Order. Where a clause specifies the number of days in which an action is required, that number shall be reduced by half. Clauses marked with an asterisk apply to the extent, and with the Alternate(s), if any, included in Buyer's contract.

I. The following FAR clauses apply as indicated and are incorporated by reference with the same force and effect as if they were given in full text:

**Applicable to All Purchase Orders**

52.202-1	Definitions
52.203-19	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-27	Prohibition on a ByteDance Covered Applications
52.211-5	Material Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.219-8	Utilization of Small Business Concerns
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exempt from Application of the Services Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements
52.222-55	Minimum Wages Under Executive Order 13658
52.225-13	Restrictions on Certain Foreign Purchases
52.227-19	Commercial Computer Software – Restricted Rights
52.233-3	Protest After Award
52.242-15	Stop Work Order
52.243-1	Changes – Fixed Price (with Alternate II)
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
52.249-2	Termination for Convenience of the Government (Fixed Price) (Buyer may terminate all or any portion of the PO.)
52.249-8	Default (Fixed-Price Supply and Service)

**Applicable to Purchase Orders Over \$3,500**

52.222-54	Employment Eligibility Verification
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

**Applicable to Purchase Orders Over \$10,000**

52.222-40	Notification of Employee Rights Under the National Labor Relations Act
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**Applicable to Purchase Orders Over \$15,000**

52.222-36	Equal Opportunity for Workers With Disabilities
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**Applicable to Purchase Orders Over \$35,000**

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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Applicable to Purchase Orders Over \$150,000

52.203-3      **Gratuities**  
 52.203-6      **Restrictions on Subcontractor Sales to the Government (Alt I)**  
 52.203-11     **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**  
 52.203-12     **Limitation on Payments to Influence Certain Federal Transactions**  
 52.203-17     **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**  
 52.222-35     **Equal Opportunity for Veterans**  
 52.222-37     **Employment Reports on Veterans**

Applicable to Purchase Orders Over \$700,000

52.219-9      **Small Business Subcontracting Plan**  
 52.219-16     **Liquidated Damages -- Subcontracting Plan (when 52.219-9 applies)**

Applicable to Purchase Orders Over \$2,000,000

52.215-12     **Subcontractor Certified Cost or Pricing Data (unless PO is exempt under FAR 15.403)**  
 52.215-13     **Subcontractor Certified Cost or Pricing Data – Modifications (unless PO is exempt under FAR 15.403)**

Applicable to Purchase Orders Over \$5,500,000

52.203-13     **Contractor Code of Business Ethics and Conduct**

Applicable Only to the Extent Indicated

52.203-16     **Preventing Personal Conflicts of Interest**  
 52.204-2      **Security Requirements (if PO involves access to classified information)**  
 52.204-9      **Personal Identity Verification of Contractor Personnel (if PO involves access to Government facilities or systems)**  
 52.204-10     **Reporting Executive Compensation and First-Tier Subcontract Awards (if Seller meets reporting thresholds specified in clause, Seller shall report information directly to the Government via Central Contractor Registration (CCR) database; all information posted will be publicly available)**  
 52.208-8      **Requires Sources for Helium and Helium Usage Data (if PO includes major helium requirement)**  
 52.223-3      **Hazardous Material Identification and Material Safety Data (if PO requires delivery of hazardous material)**  
 52.223-7      **Notice of Radioactive Materials (if PO involves radioactive material)**  
 52.223-11     **Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (if work under PO was manufactured with or contains ozone-depleting substances)**  
 52.224-1      **Privacy Act Notification (if PO involves system of records on individuals subject to the Privacy Act)**  
 52.224-2      **Privacy Act (if PO involves system of records on individuals subject to the Privacy Act)**  
 52.225-1      **Buy American – Supplies (if the PO involves the acquisition of supplies)**  
 52.225-5      **Trade Agreements**  
 52.227-11\*     **Patent Rights – Ownership by the Contractor**  
 52.227-13\*     **Patent Rights – Ownership by the Government**  
 52.228-3      **Worker's Compensation Insurance (Defense Base Act) (if Defense Base Act applies)**  
 52.228-4      **Workers' Compensation and War-Hazard Insurance Overseas (if Defense Base Act has been waived)**  
 52.228-5      **Insurance – Work on a Government Installation (if PO involves work on a Government installation and exceeds \$150,000)**  
 52.232-39     **Unenforceability of Unauthorized Obligations**  
 52.232-40     **Providing Accelerated Payments to Small Business Subcontractors (this clause does not apply if Buyer does not receive accelerated payments under its prime contract)**  
 52.237-2      **Protection of Government Buildings, Equipment and Vegetation**  
 52.237-3\*     **Continuity of Services**  
 52.245-1      **Government Property (if Government Property is furnished or the PO requires acquisition of property)**

II. When the supplies or services furnished under this PO are for use in connection with a U.S. Government Department of Defense prime contract or subcontract, the following DFARS provisions, in addition to the FAR provisions above, shall apply as indicated:

Applicable to All Purchase Orders

252.203-7002    **Requirement to Inform Employees of Whistleblower Rights**  
 252.203-7003    **Agency Office of the Inspector General**  
 252.204-7008    **Compliance with Safeguarding Covered Defense Information Controls**  
 252.204-7009    **Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information**  
 252.204-7012    **Safeguarding Covered Defense Information and Cyber Incident Report**  
 252.204-7018    **Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.**  
 252.204-7019    **Notice of NIST SP 800-171 DOD Assessment Requirements**  
 252.204-7020    **NIST SP 800-171 DOD Assessment Requirements**

252.204-7021	Cybersecurity Maturity Model Certification Requirements.
252.204-7024	Notice on the Use of the Supplier Performance Risk System.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.209.7002	Disclosure of Ownership or Control by a Foreign Government
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry (applies if supplies will enter customs territory of the US)
252.225-7048	Export Controlled Items
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7037	Validation of Restrictive Markings on Technical Data
252.239-7018	Supply Chain Risk
252.244-7000	Subcontracts for Commercial Items
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea

**Applicable to Purchase Orders Over \$150,000**

252.225-7012	Preference for Certain Domestic Commodities
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism (N/A when FAR 52.204-7 is included)
252.225-7978	Restriction on Acquisition of Certain Magnets and Tungsten.

**Applicable to Purchase Orders Over \$500,000**

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Buyer shall have no liability for incentive payments unless and until approved and paid by the Government)
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**Applicable to Purchase Orders Over \$700,000**

252.219-7003	Small Business Subcontracting Plan (unless seller is a small business)
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**Applicable Only to the Extent Indicated**

252.208-7000*	Intent to Furnish Precious Metals as Government Furnished Material (if item being purchased under PO contains precious metals)
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique Identification and Valuation
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7000*	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels (if PO requires submission of hazardous material data sheets)
252.223-7002	Safety Precautions for Ammunition and Explosives (if PO involves ammunition, explosives, or propellants)
252.223-7003	Change in Place of Performance – Ammunition and Explosives (applies if DFARS 252.223-7002 applies)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (if the Seller will have access to a DoD installation under the PO)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (if PO involves arms, ammunition, or explosives)
252.225-7001	Buy American and Balance of Payment Programs (applies in lieu of FAR 52.225-1)
252.225-7002	Qualifying Country Sources as Subcontractors (in contracts including 252.225-7001, 252.225-7021 or 252.225-7036 basic or alternates)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (if work contains specialty metals and PO exceeds \$150,000)
252.225-7015	Restrictions on Acquisition of Hand or Measuring Tools (applies if PO exceeds \$150,000)
252.225-7021	Trade Agreements (applies in lieu of FAR 52.225-5 if work contains other than U.S.-made, qualifying country, or designated country end products and the PO exceeds \$180,000)
252.225-7025	Restriction on Acquisition of Forgings (if PO is for forging items or other items that contain forging items)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (if PO involves acquisition of carbon, alloy, or armor steel plate)
252.225-7033	Waiver of United Kingdom Levies (if acquisition exceeds \$1,000,000 from a UK firm)
252.225-7036	Buy American—Free Trade Agreements— Balance of Payments Program.
252.225-7038	Restriction on Acquisition of Air Circuit Breakers (if PO involves delivery of air circuit breakers for naval vessels)
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (if seller personnel are supporting U.S. Armed Forces deployed outside the U.S.)
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States (if Seller will be performing or traveling outside the U.S. under the PO)

252.227-7015*	Technical Data – Commercial Items
252.235-7002	Animal Welfare (if PO involves research, development, test, evaluation, or training with live vertebrate animals)
252.235-7003	Frequency Authorization (if PO requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization)
252.235-7004	Protection of Human Subjects (if PO may include research involving human subjects)
252.237-7019	Training for Contractor Personnel Interacting with Detainees (if PO may require interaction with detainees)
252.239-7000	Protection Against Compromising Emanations (if PO involves information technology that requires protection against compromising emanations)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (if PO requires securing telecommunications)
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.245-7004	Reporting, Reutilization, and Disposal.
252.246-7003	Notification of Potential Safety Issues (if required by DFARS 252.246-7003(f))
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance Systems (if PO is for electronic parts or assemblies containing electronic parts)
252.246-7008	Sources of Electronic Parts
252.249-7002	Notification of Anticipated Contract Termination or Reduction

**ATTACHMENT 2**
**ADDITIONAL FAR AND DFARS FLOWDOWN PROVISIONS APPLICABLE TO FIXED PRICE PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS**

I. The following FAR clauses, in addition to those identified in Attachment 1, apply as indicated to supplies and services that do not qualify as "commercial items" pursuant to FAR 2.101.

**Applicable to All Purchase Orders**

52.203-5	Covenant Against Contingent Fees
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.225-8	Duty Free Entry
52.227-14	Rights in Data – General with Alternates II and III
52.227-16	Additional Data Requirements
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.246-2	Inspection of Supplies – Fixed Price 52.246-4 Inspection of Services – Fixed Price 52.242-13 Bankruptcy

**Applicable to Purchase Orders Over \$150,000**

52.203-7	Anti-Kickback Procedures
52.215-2	Audit and Records - Negotiation
52.215-14	Integrity of Unit Prices
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement

**Applicable to Purchase Orders Over \$2,000,000**

52.215-12	Subcontractor Certified Cost or Pricing Data (unless PO is exempt under FAR 15.403)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (unless PO is exempt under FAR 15.403)

**Applicable to Purchase Orders Over \$5,500,000**

52.203-14	Display of Hotline Poster(s)
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**Applicable Only to the Extent Indicated**

52.203-16	Preventing Personal Conflicts of Interest
52.213-4	Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items).
52.215-10	Price Reduction for Defective Cost or Pricing Data (if certified cost or pricing data are required)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (if certified cost or pricing data are required)
52.215-15	Pension Adjustments and Asset Reversions (if PO meets requirements of FAR 15.408(g))
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (if PO meets requirements of FAR 15.408(j))

52.215-19	Notification of Ownership Changes (if PO meets requirements of FAR 15.408(k))
52.215-23	Limitation on Pass-Through Charges (if PO exceeds \$150,000 and supports DoD prime contract or subcontract)
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (if PO exceeds \$150,000 and may require or involve employment of laborers or mechanics)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (if PO meets criteria in FAR 52.225-19(q))
52.227-1*	Authorization and Consent
52.227-3*	Patent Indemnity
52.227-9	Refund of Royalties (if royalty exceeds \$250)
52.227-10	Filing of Patent Applications – Classified Subject Matter (if work or patent application may cover classified matters)
52.227-17*	Rights in Data – Special Works 52.227-18* Rights in Data – Existing Works
52.230-2	Cost Accounting Standards (applies to the extent specified in the clause.)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (applies to the extent specified in the clause.)
52.230-4	Disclosure and Consistency of Cost Accounting – Foreign Concerns (applies to the extent specified in the clause.)
52.230-5	Cost Accounting Standards – Educational Institution
52.230-6	Administration of Cost Accounting Standards (if FAR 52.230- 2, -3, -4, or -5 applies)
52.243-6*	Change Order Accounting
52.247-63	Preference for U.S. Flag Air Carriers
52.248-1*	Value Engineering (applies if the PO exceeds \$150,000)

II. When the supplies or services furnished under this PO are for use in connection with a U.S. Government Department of Defense prime contract or subcontract, the following DFAR provisions, in addition to the FAR and DFARS provisions identified above and in Attachment 1, shall apply to supplies and services that do not qualify as "commercial items" pursuant to FAR 2.101.

Applicable to All Purchase Orders

252.204-7000	Disclosure of Information
252.227-7013	Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data – Withholding of Payment
252.231-7000	Supplemental Cost Principles
252.243-7001	Pricing of Contract Modifications

Applicable to Purchase Orders Over \$150,000

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
252.225-7978	Restriction on Acquisition of Certain Magnets and Tungsten.

Applicable to Purchase Orders Over \$1,000,000

252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
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Applicable to Purchase Orders Over \$1,500,000

252.211-7000	Acquisition Streamlining
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Applicable to Purchase Orders Over \$5,500,000

252.203-7004	Display of Fraud Hotline Poster(s) (applies in lieu of FAR 52.203-14)
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Applicable Only to the Extent Indicated

252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities Are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (if PO is subject to the provisions of the U.S. International Atomic Energy Agency Additional Protocol)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission After Award (if Seller intends to perform, outside the U.S. and Canada, any work that exceeds \$700,000)

252.225-7016      Restriction on Acquisition of Ball and Roller Bearings (if work supplied under PO contains ball or roller bearings)

252.225-7028      Exclusionary Policies and Practices of Foreign Governments (if PO involves purchase of supplies for international military training or Foreign Military Sales)

252.227-7020\*      Rights in Special Works

252.227-7021\*      Rights in Data – Existing Works

252.227-7038\*      Patent Rights – Ownership by the Contractor (Large Business)

252.227-7039\*      Patents – Reporting of Subject Inventions

252.228-7005\*      Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles

252.234-7002      Earned Value Management System (if PO requires use of Earned Value Management System)

252.239-7018      Supply Chain Risk

252.249-7002      Notification of Anticipated Contract Termination or Reduction