

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. ACKNOWLEDGMENT

Seller's performance hereunder shall constitute acceptance of this Order under these terms and conditions. Any acknowledgment hereof which takes exception to the terms or conditions of this Order will not be considered binding upon Purchaser unless agreed to in writing by an authorized representative of Purchaser.

2. MARKING

Unless otherwise specified herein, Seller shall properly mark each package with Purchaser's order number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase Order number and package numbers shall be shown on Packing Slips, Bills of Lading and Invoices. Packing Slips must accompany each shipment.

3. CONFIDENTIAL AND PROPRIETARY INFORMATION

Seller shall consider all information (whether oral or written) furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performance of this Order, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings and models), know-how, computer software (whether in source or object code form), Interface Control Documents (ICDs) and documentation related thereto, research, experimental and development work, design details and specifications, technical data, customer information, plant tour and business or financial information, including without limitation information related to future business plans, customer solicitations, sources of material and supply and other sensitive business information. Seller shall use the same care it uses to protect its own information. Seller shall not advertise or publish the fact that Seller has contracted to purchase goods from Seller, nor shall any information relating to the Order be disclosed without Buyer's written permission.

Nondisclosure provisions of this Purchase Order shall take effect upon receipt of the Purchase Order by Seller and continue for a period of eight (8) years after the final payment of the invoice(s).

4. INSPECTION AND ACCEPTANCE

All goods delivered and services performed are subject to inspection before final acceptance. Purchaser may reject an entire shipment if a sample inspection discloses that articles so inspected contain defective material or workmanship or do not conform to specifications or samples (the extents of such a sample inspection to be at the sole judgment of Purchaser) unless Seller agrees to reimburse Purchaser for the cost of a complete inspection of the articles included in such shipment. If any goods are found to be defective in material or workmanship or otherwise not in conformity with this Order (including drawings samples and/or specifications), Purchaser, in addition to any other rights which it may have, may at its option: (i) correct or have corrected the nonconformity at Seller's expense, or (ii) reject and return such supplies or other deliverable items at Seller's expense, such rejected supplies or other deliverable items not to be replaced by Seller without written authorization from Purchaser. Purchaser may direct sorting and/or rework of rejected goods at Seller's expense. Payment shall not constitute acceptance. This clause shall not in any way diminish the Government's right of examination, audit, and surveillance as provided under the Government Prime Contract General Provisions incorporated hereunder.

5. DELIVERY SCHEDULE

Time is of the essence in this contract. Seller shall not make material commitments or production arrangement in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser in advance of schedule may at Purchaser's option be returned to Seller at Seller's expense, or retained by Purchaser but paid for in accordance with delivery schedule. Should Seller fail to make timely delivery, Purchaser at its option may either approve a revised delivery schedule proposed by Seller or may cancel the Order, in whole or in part, or may exercise any other lawful remedy. If Seller does not comply with Purchaser's delivery schedule, Purchaser may direct delivery by fastest means, and resulting charges must be fully paid by Seller.

6. PURCHASER'S PROPERTY

Unless otherwise provided herein, all items, materials, facilities, tools, jigs, dies, fixtures, patterns, or equipment furnished or paid for by the Purchaser shall be the property of the Purchaser, and Seller shall bear all risk of loss thereof and damage thereto, normal wear and tear excepted, while such property is in Seller's possession. Property covered by this provision shall be suitably protected, segregated and marked as the property of Purchaser; shall not be moved from Seller's premises without written Purchaser approval; and shall be immediately delivered to Purchaser upon request. All drawings produced by Seller in the course of performance of any engineering work required by this purchase order shall be the Purchaser's property and shall be delivered to Purchaser upon demand.

7. SHIP EXACT QUANTITY

When purchaser processes and returns an over shipment a chargeback (debit memorandum) of all freight or postal charges and other costs incurred as a result of that over shipment, will be issued.

8. COMPLIANCE WITH LAWS

A. Seller shall comply with all applicable federal, state, and local laws, rules and regulations and agrees to hold Purchaser harmless from all liability resulting from failure to so comply.

Without limiting the generality of the foregoing, Seller in accepting this Order represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof. Seller shall insert language on all invoices submitted in connection with this Order stating that the goods or services were produced or rendered in accordance with the foregoing representations.

B. Equal Opportunity Employer/Veterans/Disabled. Tampa Microwave is committed to non-discrimination as applicable under federal and state laws.

C. OCCUPATIONAL SAFETY AND HEALTH ACT. Seller certifies that at the time of delivery the products delivered hereunder will be free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws and regulations.

D. Purchaser shall have the right to cancel this Order in whole or in part if any goods hereunder are determined to have been manufactured or sold to Purchaser in violation of any federal, State or local law, rule or regulation.

E. Tampa Microwave, LLC is a federal contractor subject to the requirements of Section 503 of the Rehabilitation Act of 1973, as amended, and Equal Opportunity for Vietnam Era Veterans Readjustment

Act of 1974, as amended (38 U.S.C. 4212).

F. Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

9. ASSIGNMENT

Seller shall not assign its obligations under this Order without the prior written consent of Purchaser's authorized representative.

10. INFORMATION DISCLOSED TO PURCHASER

Any knowledge or information which the Seller has disclosed or may hereafter disclose to Purchaser in connection with purchases hereunder, shall not unless otherwise specifically agreed upon in writing by Purchaser as provided in Section 3 herein above, be deemed confidential or proprietary information and shall be acquitted free from any restrictions as to the use thereof (other than a claim for patent infringement) as part of the consideration for this Order.

11. CHANGES

Purchaser may at any time, by written order on Purchaser's standard "Purchase Order" form and without notice to sureties, if any, make changes within the general scope of this Order, in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) time of delivery and (iv) place of inspection, delivery, or acceptance. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this Order or otherwise affects any other provisions of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the price or time of performance, or both, and (ii) in such other provisions as may be affected, and the Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the modification of change.

12. INDEMNITY (INTELLECTUAL PROPERTY)

Seller agrees to save harmless and protect Purchaser and its customers against all costs and expenses including attorney's fees, arising out of any claim that any goods or part thereof furnished under this Order constitute an infringement of any intellectual property including but not limited to a patent of either the United States or of the country of manufacture, inventions (patentable or not), trade secrets, copyrights, and software if notified in writing promptly by Purchaser after Purchaser becomes aware of such claim and if Seller is given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Purchaser or its customers. In case the use of said goods or part thereof is enjoined, Seller shall at its own expense and at its option (a) procure for Purchaser and its customers the right to continue using said goods or part. (b) Modify or replace them so as to cure the infringement while continuing to comply with this order; or (c) at Purchaser's sole option and with the prior approval of Purchaser remove said goods and refund the purchase price. The foregoing shall constitute the sole remedy of Purchase and sole liability of Seller for such infringement.

13. INDEMNIFY (PRODUCT LIABILITY)

Seller agrees to save harmless and protect Purchaser from and against any and all claims, actions, liabilities, losses, costs and expenses, including attorney's fees, arising out of any actual or alleged personal injury or death or damage to property resulting in whole or in part from any defect in any goods sold to Purchaser or services performed by Seller under this Order, including improper design of said goods or a result of said Goods being manufactured, packaged, labeled, shipped or sold or said services being performed. In violation of any federal, state or local law, rule or regulation, or as a result of any field modification or recall campaign that Purchaser is required to undertake for its product which incorporates goods procured under this Order where said goods are alleged to be or are actually defective. Seller also agrees, on request to procure a policy or policies of Product Liability Insurance with Vendor's Endorsement naming Purchaser as an additional insured, in such amounts and in such company or companies as shall be satisfactory to Purchaser. All such policies shall provide that coverage hereunder shall not be terminated without at least ten (10) days prior written notice to Purchaser.

14. CLAIMS RELATED TO PRIME CONTRACTS

Any subcontractor claims related to prime contracts must be pursued through Tampa Microwave, LLC Except as may be expressly set forth in this Standard Terms and Conditions Of Purchase document with the Government Contracting Officer's express consent, the Subcontractor shall not acquire a direct course of action against the U.S. Government. If this Purchase Order is issued pursuant to a U.S. Government contract, and in the event a decision is made by the Government contracting official, and such decision pertains to the subject matter of this Purchase Order, then such decision also shall be binding upon Subcontractor with respect to such matter. If, as a result of any such decision, Tampa Microwave, LLC is unable to obtain payment or reimbursement from the Government, or is required to refund or credit to the Government, any amount with respect to any item or matter. Subcontractor shall, on demand, promptly pay or repay such amount to Tampa Microwave, LLC's maximum liability for any matter connected with or related to this Subcontract which was properly the subject of a claim is the amount of any recovery from the Government for that claim. If Tampa Microwave, LLC elects not to appeal any such final decision of the Contracting Officer, Tampa Microwave, LLC will so notify Subcontractor in writing within five (5) calendar days after Tampa Microwave, LLC receives the final decision of the Contracting Officer. If within thirty (30) calendar days after Subcontractor receives Tampa Microwave, LLC's notice of its decision not to appeal such final decision, Subcontractor notifies Tampa Microwave, LLC in writing that Subcontractor wishes to appeal that final decision Tampa Microwave, LLC may, in its sole discretion, grant Subcontractor an indirect right to appeal that final decision under the Disputes Clause of the Prime Contract. Subcontractor will pay all direct costs and expenses of any such appeal reasonably incurred by Tampa Microwave, LLC in providing assistance to Subcontractor in Subcontractor's appeal. Subcontractor will be solely responsible for prosecuting the appeal and preparing and presenting all pleadings, evidence and argument. Subcontractor will provide monthly written reports to Tampa Microwave, LLC of the progress of the appeal and will furnish Tampa Microwave, LLC copies of all pleadings and non-privileged correspondence filed or received by it concerning the appeal.

15. TERMINATION

- A. Purchaser may, by written notice to of default to Seller, terminate this Order in whole or in part if Seller (1) Fails to deliver the Products or perform the Services within the time specified in the Order in such a manner to jeopardize Purchaser's contractual commitment to its customer, and does not cure such failure within ten (10) working days after receipt of notice; or (2) fails to make sufficient progress so as to endanger performance of the Order.
- B. If Seller ceases to conduct operations in the normal course of business (including inability to meet

obligations as they mature) or if any proceeding under the bankruptcy, insolvency or reorganization laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the Benefit of creditors is made by Seller, Purchaser may terminate this Order in whole or in part without liability.

C. Purchaser reserves the right to terminate this Order for its convenience even though Seller is not in default hereunder. In such event a mutually satisfactory and equitable adjustment of the terms hereof shall be made. Upon receipt of notice of such termination, Seller shall, unless such notice otherwise directs, immediately discontinue all work on this Order and deliver, if and as directed, to Purchaser all completed and partially complete articles, work in process and materials purchases or acquired for performance of this Order.

D. The provisions of this clause shall not limit or affect the right of Purchaser to cancel this Order upon default of Seller.

16. GRATUITIES

It shall be deemed a default subject to possible cancellation, if it is found that gratuities (in the form of entertainment gifts or otherwise) were offered or given by the Seller to any officer or employee of Purchaser or its subsidiaries or affiliates with a view toward securing an order or securing favorable treatment with respect to the awarding amending or making of any determinations with respect to performance under such Order.

17. WARRANTY

Seller expressly warrants that all items, goods and/or work ordered hereunder will be free from defects in design materials and workmanship for a period of one (1) year from date of acceptance by Purchaser and shall comply and be in accordance with applicable plans, drawings, specifications, requirements and samples if furnished (subject to clause 19 "Priorities". If inconsistencies exist). The warranty shall run to Purchaser and its successors, assigns and customers. In the event of any defect or nonconformance, Purchaser may, at its option and at Seller's expense: (a) require prompt correction or replacement of the Goods, or (b) return the Goods for credit or refund. Return to Seller of defective or nonconforming Goods and redelivery to Purchaser of corrected Goods shall be at Seller's expense.

18. STOP WORK ORDER

Purchaser may at any time, by written order to the Seller, require the Seller to stop all, or any part of the work called for by the Purchase Order, for a period of ninety (90) days after the stop order is delivered to the Seller, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the Seller shall forthwith comply with its terms and take all reasonable steps to minimize the 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 a Stop Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed. Purchaser shall either (1) cancel the Stop Work Order; or (2) Terminate or cancel the work covered by such order as provided in the appropriate article of this Purchase Order.

19. PRIORITIES *ORDER OF PRECEDENCE**

To the extent of conflicts, if any, among the provisions of these printed terms and conditions and the Flowdown provisions in the Schedule of this Purchase Order, or any other optional provision incorporated herein, or any specifications attached hereto, such conflicting provisions shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Standard Terms and Conditions, dated 03/2023 and Exhibits thereto.

3. Other provisions when attached, to include FAR and FAR Supplement clauses, as applicable.

If this Order is issued under a Government prime contract and FAR/DFARS provisions are incorporated herein, FAR/DFARS provisions shall take precedence over other provisions on matters covered by such FAR/DFARS provisions.

20. FORCE MAJEURE

Neither Purchaser nor Seller shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond their reasonable control.

21. TAXES

Seller agrees to be responsible for and to pay taxes now or hereafter imposed upon Seller by law, or upon Seller's activities, or upon or on account of the purchased goods, or its sale, its transportation, its first storage or use (as those terms are used in sales and use tax laws), or upon this Order or any element thereof, or upon gross receipts or income derived from this Order or from the Seller's business of which this Order is a part.

22. GOVERNING LAW

Both parties shall attempt in good faith to resolve disputes arising hereunder. Pending resolution of any dispute, Subcontractor agrees to proceed diligently with the performance of this Subcontract. This Order shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict or choice of law provisions, except that any provision in this Order that is incorporated in fulltext or by reference from the Federal Acquisition Regulation (FAR); or incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract appeals, and quasi-judicial agencies of the Federal Government. The parties hereby irrevocably commit to the jurisdiction of Pinellas County, Florida, to adjudicate any dispute arising hereunder or relating hereto. Each party hereby waives any objections or right as to lack of jurisdiction or venue, or inconvenient forum.

23. FAR/DFAR AND AGENCY SUPPLEMENT CLAUSES AND OTHER CLAUSES INCORPORATED FROM PRIME CONTRACT

This Order is issued pursuant to Buyer's Prime Contract with the Government (or higher level subcontract), which requires that certain provisions and clauses be flowed down to all subcontractors. This Order incorporates one or more FAR clauses, DFAR clauses, and FAR agency supplemental clauses by reference in accordance with the Prime Contract, with the same force and effect as if they were given in full text, if applicable to the Order by a requirement of the Prime Contract, statutes or regulations. FAR clauses, DFAR clauses, and other agency supplemental clauses applicable to Seller are included herein at Tampa Microwave, LLC Flowdowns, which is incorporated herein by reference. Seller shall flow down applicable FAR, DFAR, and Agency supplemental clauses to its lower tier subcontractors. In addition, certain other provisions and clauses from the Prime Contract are applicable to this Order. These provisions are also included in Tampa Microwave, LLC Flowdowns.

Seller shall, at the request of Tampa Microwave, LLC, accept modifications to this agreement to incorporate additional provisions herein or to change provisions hereof, as Tampa Microwave, LLC

May reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract, or with the provisions of modifications to such Prime Contract.

24. EXPORT/IMPORT CONTROLS:

- (A) Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”) and their authorizing statutes, (hereinafter the Export Control Laws and Regulations”).
- (B) Seller shall exercise strict control covering the disclosure of and access to export controlled technical data, information and other items received under this Purchase Order in accordance with the Export Control Laws and Regulations. Seller agrees that no export controlled technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.), without the express written authorization of Buyer and only after Seller has obtained the appropriate export license, technical assistance agreement or other requisite authorization for the export of controlled technical data or items. Seller will consult with Buyer to determine whether the information provided by Buyer is export controlled prior to any release to a third party. Seller will indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.
- (C) Seller will comply with the instructions or requirements of any attachment to this Purchase Order pertaining to import documentation necessary to comply with U.S. customs regulations.
- (D) When requested by Buyer’s authorized representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller’s government, which is reasonably necessary to support Buyer’s application for U.S. import or export authorizations.
- (E) Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked by the United States Government or the government of Seller.

25. INSURANCE REQUIREMENTS

Without prejudice to Supplier’s liability to indemnify Tampa Microwave, LLC as stated in the indemnification provision contained in this Agreement, Supplier shall procure, at its expense, and maintain for the duration of this Agreement, and ensure that any of its subcontractors used in connection with this Agreement procure and maintain the insurance policies required below.

- (A) **Commercial General Liability Insurance** - Supplier shall maintain commercial general liability (CGL) limit of not less than \$1,000,000 each occurrence of \$2,000,000 in the aggregate annually. The CGL shall not contain any endorsement restricting coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract.
- (B) **Commercial Automobile Insurance** –If vehicles will be used by Supplier or Supplier’s Personnel with respect to any Services provided to Tampa Microwave, LLC or Tampa Microwave, LLC Customers, Supplier shall maintain automobile liability insurance with a limit of not less than \$1,000,000) each accident. Such insurance shall cover liability arising out of the use of all autos, owned, leased, hired,

borrowed, or non-owned.

(C) **Worker's compensation Insurance and Employer's Liability Insurance**

Workers Compensation – Supplier shall maintain statutory coverage as required by the laws of the jurisdiction in which the services are performed and Employers Liability with limits of not less than \$1,000,000 per incident.

(D) **Umbrella/Excess Liability Insurance** - Supplier may use an umbrella/excess liability policy to meet any of the limits noted above in conjunction with its primary policies.

(E) **Errors and Omissions Liability Insurance (aka Professional Liability)** - If Supplier is performing any professional services, Supplier shall provide coverage for damages caused by any acts, errors and omissions arising out of Supplier's performance or failure to perform professional services with limits of not less than \$1,000,000) per claim/aggregate.

(F) **Evidence of Insurance** - If requested, Supplier shall furnish Tampa Microwave, LLC with a certificate(s) of insurance showing compliance with the insurance requirements listed above. Supplier shall provide thirty (30) days written notice to Tampa Microwave, LLC prior to the cancellation, non-renewal, or material change of any insurance referred to therein. Failure of Tampa Microwave, LLC to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Tampa Microwave, LLC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance. Supplier shall list Tampa Microwave, LLC as an additional insured on its insurance certificate for Commercial General Liability and Automobile Liability.

(G) **Failure to Maintain Insurance** - If Supplier fails to maintain the insurance as set forth herein; Tampa Microwave, LLC shall have the right to terminate any order or agreement.

26. PUBLICITY

Subcontractor shall keep the terms of and the existence of this Agreement confidential. The Subcontractor shall not publicize its involvement with the performance of this Agreement. No news release, including photographs and films, public announcements, denial or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of Tampa Microwave. Neither party, however, shall be precluded from revealing the contents of this Agreement to the Government or pursuant to any operation of law. The name Tampa Microwave, LLC Tampa Microwave, or any facsimile thereof shall not be used by the Subcontractor for purposes of advertising, sales, promotion or publicity without Tampa Microwave's prior written consent

27. ENTIRE AGREEMENT

This Order, together with material incorporated herein by express reference, sets forth the entire and only agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements or prior communications between the parties. No provisions of this Order can be modified except by a writing on Purchaser's standard Purchase Order form signed by Purchaser's authorized representative.

TAMPA MICROWAVE DEFENSE AND SECURITY INC STANDARD FLOW DOWN PROVISIONS

The text identified in FAR and DFARS Clauses are incorporated by this reference and are subject to the following modifications as indicated unless excluded by specific language in the clause or modified by language shown following the Clause title. All Clauses incorporated by this reference are those in effect on the date of the award of the prime contract.

"Contractor" means Seller.

"Subcontractor" means Seller's subcontractors.

"Contract" means this Agreement or any Order placed in conjunction with this Agreement.

"Government" or "Contracting Officer" means Buyer

The following Clauses are incorporated by reference with the same force and effect as if they were printed in full text.

Federal Acquisition Regulations (FAR) Clauses

52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab (Nov 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Basic (Nov 2021)

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Nov 2021)

52.219-8 Utilization of Small Business Concerns (Oct 2022)

52.222-21 Prohibition of Segregated Facilities (Apr 2015)

52.222-26 Equal Opportunity (Sep 2016)

52.222-35 Equal Opportunity for Veterans (Jun 2020)

52.222-36 Affirmative Action for Workers with Disabilities (Jun 2020)

52.222-37 Employment Reports on Veterans (Jun 2020)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.222-50 Combating Trafficking in Persons (Nov 2021)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

52.22-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

52.224-3 Privacy Training (Jan 2017)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)

52.244-6 Subcontracts for Commercial Items (Dec 2023)

Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

If this order is issued pursuant to a Department of Defense Prime Contract, the following clauses also are incorporated by reference:

- 252.204-7004 Antiterrorism Awareness Training for Contractors (Jan 2023)
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Jan 2023)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Jan 2023)
- 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (Jan 2023)
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)
- 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements. (Mar 2022)
- 252.204-7020 NIST SP 800-171 DoD Assessment Requirements. (Jan 2023)
- 252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement. (Jan 2023)
- 252.204-7022 Expediting Contract Closeout (May 2021)
- 252.204-7023 Reporting Requirements for Contracted Services - Basic (Jun 2021)
- 252.204-7024 Notice on the use of the Supplier Performance Risk System. (Mar 2023)
- 252.211-7003 Item Identification and Valuation (Jan 2023)
- 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Dec 2019)
- 252.223-7008 Prohibition of Hexavalent Chromium (Jan 2023)
- 252.223-7997 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid —Representation. (DEVIATION) (Apr 2023)
- 252.223-7998 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION) (Apr 2023)
- 252.225-7009 Specialty Metals – Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2023)
- 252.227-7000 Non-Estoppel (Oct 1966)
- 252.227-7001 Release of Past Infringement (Sep 2019)
- 252.227-7002 Readjustment of Payments (Sep 2019)
- 252.227-7003 Termination (Aug 1984)
- 252.227-7004 License Grant (Aug 1984)
- 252.227-7005 License Term--Alternate I (Aug 1984)
- 252.227-7006 License Grant--Running Royalty (Aug 1984)
- 252.227-7007 License Term--Running Royalty (Aug 1984)
- 252.227-7008 Computation of Royalties (Aug 1984)
- 252.227-7009 Reporting and Payment of Royalties (Sep 2019)
- 252.227-7010 License to Other Government Agencies (Aug 1984)
- 252.227-7011 Assignments (Aug 1984)
- 252.227-7012 Patent License and Release Contract (Dec 2022)
- 252.227-7013 Rights In Technical Data—Other Than Commercial Products or Commercial Services (Mar 2023)
- 252.227-7015 Technical Data—Commercial Products and Commercial Services (Mar 2023)
- 252.227-7018 Rights in Other Than Commercial Technical Data and Computer Software—Small Business



REV: Jan 11, 2024

Innovation Research (SBIR) Program (Mar 2023)

252.227-7037 Validation of Restrictive Markings on Technical Data (Jan 2023)

252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2023)

252.237-7025 Preaward Transparency Requirements for Firms Offering to Support Department of Defense Audits—Representation and Disclosure (Oct 2022)

252.237-7026 Postaward Transparency Requirements for Firms that Support Department of Defense Audits (Oct 2022)

252.239-7010 Cloud Computing Services (Jan 2023)

252.244-7000 Commercial Items and Components (Nov 2023)

252.246-7007 Counterfeit Parts - Contractor Counterfeit Electronic Part Detection and Avoidance System (Jan 2023)

252.246-7008 Sources of Electronic Parts (Jan 2023)

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jan 2023)

252.247-7023 Transportation of Supplies by Sea (Jan 2023)

General

Mercury Free: The material supplied under this contract/purchase order shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

Supplier Standards of Business Conduct

Tampa Microwave Suppliers must act ethically always and ensure the integrity of their operations.

Purpose:

Tampa Microwave (TM) is committed to achieving the highest standards of ethics, integrity and performance to provide the products and solutions necessary for our customers. These Supplier Standards of Business Conduct set forth the fundamental requirements that we expect our suppliers (and those who work for them, including employees and subcontract labor) to comply with at all tiers.

A TM Supplier Shall Maintain the Highest Standards of Ethics and Integrity and Comply with Laws, Regulations, its Contractual Obligations with us and this Standard of Business Conduct

Our suppliers must act ethically always and ensure the integrity of their operations. Acting with integrity means being accountable for the highest standards of behavior. In addition, our suppliers must comply fully with all applicable laws and regulations, their contractual obligations with us and these Supplier Standards of Business Conduct.

A TM Supplier That Manufactures or Provides Goods and Services Used to Produce Electronic Goods, Shall Comply with The EICC Code of Conduct

TM expects our Suppliers' providing goods or services used to produce electronics goods to comply with the EICC Code of Conduct, which supports our philosophy. TM expects our Suppliers to comply with the EICC code regardless of local business practices or social customs.

For more information on the EICC and to view the EICC Code of Conduct, visit <http://www.eiccoalition.org/standards/code-of-conduct/>

A TM Supplier is Accountable for Quality and On-Time Delivery

QUALITY AND ON-TIME DELIVERY

Suppliers must ensure their work product meets our company's quality standards. We expect our suppliers to have in place, the appropriate quality assurance processes, and systems, to identify defects, implement corrective actions and facilitate the on-time delivery of the product which quality meets, or exceeds the contract requirements.

COUNTERFEIT PARTS

We expect our suppliers to develop, implement, and maintain effective methods and processes appropriate to prevent the introduction of counterfeit parts and materials into TM deliverable products. Suppliers must ensure that effective processes are in place to detect counterfeit parts and materials, as applicable, and prevent them from being delivered to TM.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED ORDERS

TM Suppliers shall not discriminate against DPAS rated orders in any manner, such as charging higher prices, or by imposing different terms and conditions, than for comparable unrated orders. TM suppliers shall give DPAS rated orders preferential treatment over unrated orders, and ensure rated orders are accurately scheduled and performed to ensure delivery, by the required delivery date.

BUSINESS CONTINUITY PLAN

TM Suppliers are expected to have Business Continuity and Recovery Plans that will facilitate quick response, reaction and resumption of parts and services in the event of disruptions. Suppliers are expected to establish a comprehensive crisis management approach to deal with potential disruptions (proactive) and disasters (reactive). The approach should include a plan of action, checklist of activities, communication plans, escalation procedures and organization with teams, roles and responsibilities.

A TM Supplier Shall Treat All People with Respect and Dignity

We expect our suppliers to treat people with respect and dignity, uphold ethical business practices, and comply with all applicable labor and employment laws. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

HARASSMENT

Our suppliers should ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

DISCRIMINATION

Our suppliers must comply with all applicable laws regarding employment practices, ensuring fair treatment without unlawful discrimination as defined by applicable federal, state, and local laws.

CHILD LABOR

Suppliers must ensure that child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

HUMAN TRAFFICKING

We fully support the elimination of human trafficking and slavery from the supply chain and do not tolerate any trafficking in persons, both in the U.S. and globally. Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate.

WAGE AND BENEFITS

Our suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required.

SOCIAL DIALOGUE

We expect our suppliers to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are expected to recognize and respect the ability of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

A TM Supplier Shall Not Use Unethical or Illegal Business Practices

Our suppliers must not seek to gain advantages through unfair, unethical or illegal business practices.

ANTI-CORRUPTION LAWS

Our suppliers must comply with all applicable anti-corruption laws, directives and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

We require our suppliers to refrain from offering or making any improper payments of money (or anything of value) to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action that the government official is already obligated to perform like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Payments made to protect personal safety are permitted where there is an imminent threat to health or safety but must be properly recorded and reported to the buyer representative as promptly as possible under the circumstances.

We require our suppliers to use due diligence to prevent and detect corruption in all business arrangements, including partnerships, subcontracts, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

ILLEGAL PAYMENTS

Our suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

ANTI-TRUST

Our suppliers must not engage in anti-competitive practices in violation of applicable law, regulation or contractual requirements.

CONFLICT OF INTEREST

Our suppliers must avoid conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with us. We require our suppliers to provide notification to affected parties if an actual or potential conflict of interest arises, including conflicts between the interests of our company and the personal interests of a supplier's employees or those of close relatives, friends or business associates of a supplier or its employees.

GIFTS/BUSINESS COURTESIES

We believe our suppliers should compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage or exercise improper influence. In any business relationship, our suppliers must ensure that the offering, receipt of any gift, or business courtesy is permitted by law and regulation and complies with any contractual obligations, and that any exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

PROCUREMENT INTEGRITY

Our suppliers must maintain the integrity of our procurement and acquisition processes. Suppliers may not improperly use competitors' confidential or proprietary information for their own benefit. If a supplier becomes aware of any such confidential or proprietary information, they should promptly take steps to avoid its improper use and inform our Company as appropriate.

INSIDER TRADING

Our suppliers and their personnel must not use material, non-publicly disclosed information obtained in the course of their business relationship with us as the basis for trading or for enabling others to trade in the stock or securities of our company or those of any other company.

A TM Supplier Shall Exhibit Good Trade Practices

IMPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

EXPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

ANTI-BOYCOTT

Our suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the U.S. 1977 Export Administration Act and the U.S. 1976 Tax Reform Act, or similar legislation or regulations.

RESPONSIBLE SOURCING OF MINERALS

Suppliers must comply with any applicable laws and regulations regarding conflict minerals and assist us in meeting our obligations under law and regulation. We report annually to the United States Securities and Exchange Commission on our use of conflict minerals (tantalum, tin, tungsten and gold) originating in the Democratic Republic of Congo (DRC) or any of the DRC's adjoining countries in products manufactured or contracted to be manufactured by the company and are required to conduct due diligence on the use of conflict minerals in our supply chain. Our suppliers must support our efforts to conduct due diligence on the use of conflict minerals in our supply chain, including the identification of products in their supply chain that contain conflict minerals and validating the country of origin of these minerals.

A TM Supplier Shall Protect Information, Intellectual Property and The Supply Chain

CONFIDENTIALITY OF SENSITIVE INFORMATION

Suppliers must maintain the confidentiality of all information entrusted to them by us, our customers or other third parties, except where disclosure is authorized or legally required (and then only after notice).

We require our suppliers properly to handle and protect from improper disclosure any sensitive information, including classified, controlled, proprietary and personal information; competition sensitive information and intellectual property. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner. Suppliers must comply with all contractual obligations and applicable laws, including data privacy laws.

SECURITY OF SUPPLY CHAIN

In addition to complying with our security requirements, suppliers are encouraged to implement practices and procedures to ensure the security of their people, property and other assets, including their supply chain. Suppliers are encouraged to participate in the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

INTELLECTUAL PROPERTY

We require our suppliers to respect and comply with all applicable laws and other binding obligations governing intellectual property rights, including protection against disclosure, patents, copyrights, and trademarks.

CYBERSECURITY

Suppliers must take care to safeguard and protect information entrusted to them and information generated or developed by them in support of our programs from unauthorized access, destruction, use, modification or disclosure. We expect suppliers to have risk-based cybersecurity programs designed to mitigate emerging threats to their information systems, products and services and supply chain and to comply with all applicable contractual and legal requirements.

A TM Supplier Shall Maintain Accurate Records

Suppliers must create and maintain accurate records. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers must not falsify or provide fraudulent records, billings or other statements to us or our customers.

A TM Supplier Shall Maintain a Healthy and Safe Workplace

HEALTH AND SAFETY

We require our suppliers to comply with all applicable health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

ENVIRONMENT AND SUSTAINABILITY

Our suppliers must comply with all applicable environmental laws, regulations, and directives and operate as responsible stewards of the environment.

TM Supplier Integrity, Ethics Program Expectations

COMPLIANCE

We require suppliers to maintain an effective integrity, ethics and compliance program and to meet the requirements of this Supplier Standards of Business Conduct.

CONSEQUENCES FOR VIOLATING STANDARDS

In the event of a violation of this Supplier Standards of Business Conduct, we may pursue corrective action to remedy the situation. In the case of an actual or possible violation of law or regulation, we may be required to report to proper authorities. We reserve the right to terminate our relationship or take any other appropriate action with any supplier under the terms of the existing procurement/purchasing contract.

WHISTLEBLOWER PROTECTION

Our suppliers should provide their employees with avenues for raising legal or ethical issues or concerns without fear of improper retaliation. Our suppliers should also take action to prevent, detect, and correct any retaliatory actions.