

TERMS AND CONDITIONS – Rev -

DEFINITIONS

- A. "Acceptance" means the verification by Buyer and/or Buyers Customer that the delivered products and/or Services meet required specifications, standards, requirements and criteria set forth in the Order.
- B. "Buyer" means Vitesse Systems
- C. "Data" means all financial/business information, designs, dimensions, specifications drawings, computer files, know how, trade secrets, or other information including but not limited to Technical Data used in the design and manufacture of Products or Services. Data may be recorded in written or printed documents, computer or electronically stored, software or any other tangible form of expression.
- D." Information" means any communication or representation of knowledge such as facts, Data, or opinions, in any medium or form including textual, numerical, graphic, cartographic, narrative or audiovisual.
- E. "Information Security Event" means any actual or potential incident involving any Information System or equipment owned or controlled by Seller that may involve Buyers Sensitive Information, or any actual or potential unauthorized access to use or disclosure of Buyers Sensitive Information.
- F. "Information System" means a discrete set of Information resources that collect, process, maintain, use, share, disseminate or dispose information.
- G. "Order" means the instrument of contracting, including these terms and conditions and all other referenced documents, as well as any subsequent changes or modifications.
- H. "Party/Parties" means Buyer and Seller individually/collectively.
- I. "Personal Information" means any information relating to an identified or identifiable Person, including but not limited to, name, postal address, email address or other online contact information, telephone number, date of birth, social security number (or its equivalent), driver's license number (or other government-issued identification number), account information payment card data, personal identification number, access code, password, security questions and answers, security tokens birth or marriage certificate, health insurance or medical information, or any other unique identifier specific to an individual.
- J. "Product(s)" means goods, supplies, reports, computer software, Data, materials, articles, items, parts, components, assemblies, specifications, castings and any other incidental Services described in this order.
- K. "Seller" means the party to whom Buyer is contracting under this Order.
- L. "Sensitive Information" means any information that is collected, processed, maintained, used, shared or disseminated in connection with this Order that warrants protection to ensure its confidentiality, integrity and availability.
- M. "Service(s)" means Sellers time and effort, articles, Data or similar materials provided to Buyer which are incidental to the performance of the Service.

1. **ACCEPTANCE** - This Purchase Order ("Order") constitutes an offer by Buyer which is accepted by Seller solely in accordance with the terms set forth herein and on the face of the Order upon the earlier of Seller's (i) signing and returning a written acknowledgment copy hereof, (ii) other written acknowledgment in any format or (iii) commencement of effort, or delivery in whole or in part of products or the furnishing of services required herein. All supplemental documents or sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed hereto or referenced herein are made a part of this Order. Seller's acceptance as outlined above acknowledges all specifications, drawings and data incorporated in this Purchase Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

2. **APPLICABLE LAW AND DISPUTES** - Any dispute arising under or related to this Order shall be governed by the laws of the state appearing in Buyer's address on the face hereof, unless this Order is placed under a government prime or higher tier contract, in which case the Federal Law of Government Contracts as enumerated and applied by the Federal courts and the Agency of Contract Appeals shall apply. Pending the resolution of any disputes, Seller shall proceed as directed by Buyer. Whenever seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to Buyer and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding

the protection of Buyers Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration.

3. ASSIGNMENT AND SUBCONTRACTING - This Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of Buyer. Payments to the Seller or any authorized assignee of any claim under this Order shall be subject to reduction or set-off for any present or future claim or claims which Buyer may have against Seller. Seller shall not subcontract the furnishing of any of the complete or substantially complete products required by this Order, without the prior written approval of Buyer.

4. BUYER FURNISHED PROPERTY - If any property, including material, tooling and equipment is identified in this Order either (i) to be furnished to Seller by Buyer solely for performance of this order or (ii) to be acquired by Seller for performance of this order, title to such property shall remain with, or shall vest in, upon payment therefore by, the Buyer or its customer. Title to such property shall not be affected by incorporation or attachment to other property. Use of such property, other than in performance of this Order, must be authorized in writing by Buyer within 30 days. With the exception of reasonable wear and tear, Seller shall bear the risk of loss, destruction of and the damage to such property. When instructed by Buyer, Seller shall deliver the property to Buyer, F.O.B. Seller's plant, at the completion or termination of this Order.

5. EXPORT CONTROL – Performance of this order may involve the use of or access to articles, technical data or software that s subject t export controls under 22 United States Code 2751-2799aa-2 (Arms Export Control Act) and 22 C.F.R. 12-130 (International Traffic in Arms Regulations or “ITAR” or 50 United States Code 4801-4826 (Export Control Reform Act of 218), 15 C.F.R. 730-774 (export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended. Seller agrees to comply fully with all applicable laws and regulations of Seller's country and of the United States pertaining to the export of any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer in the performance of this Order, whether in the United States or abroad. This Order may involve information or products that are subject to the International Traffic in Arms Regulations (ITAR) or Expert Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority.

The ITAR defines a “Foreign Person” as any person who is not a U.S. Citizen, a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business, an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions). Seller further agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer to any Foreign Person, including persons employed by or associated with, or under contract with the Seller or Seller's lower-tier suppliers without the prior written consent of the Buyer and without first obtaining any required export license or other approval. Seller shall not re-transfer any export-controlled articles of information to any other non-U.S. Person or entity (including by not limited to Sellers dual and/or third-country national employees) without first complying with all the requirements of the applicable export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller must first obtain written consent of Buyer.

In addition, should Seller participate in the performance of this Order at Buyer's facilities, Seller shall inform Buyer in advance in writing of the country of citizenship (or countries, in the case of dual citizenship) of each Foreign Person employee, agent, or representative of Seller or of Seller's suppliers prior to such person being allowed access to Buyer's facilities. Seller's and Seller's suppliers' Foreign Person employees, agents, or representatives shall not participate in the performance of this Order at Buyer's facilities without Buyer's written consent.

Seller shall comply with the registration requirements of the International Traffic in Arms Regulations at 22 CFR §122.1, as applicable.

Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees and other expenses arising or resulting from Seller's failure to comply with this clause.

6. BUYER'S RIGHTS IN SELLER'S DATA AND PATENTS - If at any time during the performance of this Order (a) Seller suspends business operations or becomes bankrupt or insolvent, (b) this Order is terminated for default or (c) if at any time within five (5) years from the date of this Order, Seller, for any reason, discontinues acceptance of follow-on orders of like or similar products to those ordered hereunder, Buyer shall have a royalty-free nonexclusive license to use and license others to use Sellers' patents, designs, processes, know how, drawings, and technical data relating to the products and services as defined in this Order, for purposes of producing and selling products required to be supplied by Buyer's existing or follow-on contracts with its customers. In order to accomplish an orderly transition to Buyer's new source, Seller further agrees to provide Buyer with necessary technical aid and assistance at reasonable prices.

7. CHANGES - Buyer may at any time by a written order 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 shipping or packing; (iii) place or time of delivery; and (iv) quantity. Seller shall proceed immediately to perform this Order as changed. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be submitted in writing within twenty (20) days from the date the change is ordered together with cost or pricing data sufficient to permit evaluation of such claim. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment (and supported by inventory schedules to be submitted within three (3) months from the date of change), the Buyer shall have the right to prescribe the manner of disposition of such property. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse Seller from proceeding with the Order as changed, or as directed by an authorized representative of Buyer's Purchasing Department.

The issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representatives shall not affect Buyer's and Seller's rights and obligations hereunder, unless the same is in writing signed by an authorized representative of the Buyer's Purchasing Department.

8. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all order, rules and regulations thereunder. Seller shall save and hold Buyer harmless from, and reimburse it for, any and all costs, damages and expenses (including attorney's fees) suffered or occasioned to it through any failure of Seller to comply with any laws, orders, rules, regulations or ordinances. Seller agrees to maintain a safe and healthy workplace and a sustainable environment related to water and air quality including solid and hazardous waste reductions.

9. SELLER'S EMPLOYEES – Employees of Seller who perform Services under this Order shall be citizens of the U.S., its possessions, or lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Seller shall provide certification of compliance upon request either through E-Verify approvals or other acceptable means of verification. If any changes to this certification occur, Seller shall promptly notify Buyer. Failure to provide requested certifications or a notice of change may result in termination of this order for default.

Sellers shall hold in strict confidence any and all personal information. In processing personal information seller shall comply with all applicable laws in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information. Seller shall limit access to Personal Information to its personnel who have a need to know such information as a condition to Sellers performance of Services and who have agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations. Seller must provide appropriate supervision and security over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller is required to ensure that Personnel with access to Personal Information are trained periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order. Seller will not transfer Personal Information outside of the U.S. for processing without written consent of Buyer. Access to Sellers Personal Information should not be disclosed to a third party unless approved in writing by Buyer or where required by law. Buyer reserves the right to review and inspect Sellers system and information security policies annually or upon a Privacy Incident.

10. CONFIDENTIAL RELATIONSHIP - Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement, including product images,

descriptions, photos, or the like, mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer products and/or services required by this Order, or quote the opinion of any employees of Buyer. Seller shall not discuss any information relating to this Order except to the extent necessary for performance. Seller shall hold all proprietary Information in confidence and restrict disclosure thereof to only its employees, contract labor and agents who have a need to know so that the seller may perform its obligations under this order and are under obligations to hold such information in confidence under terms the conditions of this order. The seller agrees to use at least the same degree of care in safeguarding the buyer's proprietary information, including during storage and transmittal as it uses for its own Proprietary information, but in no case less than reasonable care. Promptly upon discovery of an unauthorized disclosure, use or access, the seller must notify buyer and make reasonable attempts to retrieve propriety information and take appropriate action to prevent any future unauthorized disclosures.

11. INFORMATION AND PHYSICAL SECURITY – Seller must apply reasonable and appropriate administrative, technical, physical, organizational and operational safeguards and operations to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller's internal systems or a cloud environment. All access to digital mediums and physical entries must comply with NIST SP 800-171, and must maintain compliance. Within 72 hours of Discovery, Seller will notify buyer of any information or physical security breach or Information Security Event. Buyer reserves the right to request copies of documented processes that address information and physical security measures on a yearly basis and/or upon notification of an Information Security Event. Buyer may require Seller to track and monitor subcontractor compliance with NIST and applicable clauses.

12. DELIVERY - Buyer reserves the right to refuse shipments made in advance of the schedule set forth in this Order, to return advance shipments at Seller's expense, and/or to hold any pre-dated products and pay invoices on such shipments on normal maturity after schedule date. Over shipment allowances must be authorized in advance via a formal Change Order. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and any additional cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule set forth in this Order. Sellers performance will be monitored and tracked on delivery and quality standards.

13. DESIGN AND INVENTION RIGHTS - If this Order has as one of its purposes, design, experimental, developmental or research work, Seller agrees to communicate promptly to Buyer full details of any ideas, improvements, designs or inventions (whether or not patentable) conceived of, developed or first reduced to practice by Seller or any of its employees in connection with the performance of this Order. Upon Buyer's request, Seller shall assign to Buyer all right, title and interest of the Seller or its employees in each such, ideas, improvements, designs or inventions, and to perform all acts (at Buyer's expense) and execute all papers necessary to vest in Buyer full right, title and interest therein, including the patenting thereof.

14. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION - Drawings, data, designs, inventions and other technical information supplied by Buyer in connection herewith (hereinafter called "Data"), shall remain Buyer's property and shall be held in confidence by Seller. Such Data shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent. Seller shall make no unauthorized use, either directly or indirectly, or any such Data or any information derived therefrom without Buyer's prior written consent; provided, however, Seller may produce products for direct sale by Seller to the United States Government using such Data where the United States Government has a right to the use of such Data for the manufacture of military or foreign assistance products or services. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the products covered by this Order shall be deemed to have been disclosed as part of the consideration for this Order, and Seller shall not assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof. Products identified by Buyer as proprietary may require the Seller to sign a Non-Disclosure Agreement.

15. FALSE CLAIMS AND INDEMNITY - The Seller shall indemnify the Buyer for any cost incurred and any payments made by the Buyer resulting from false claims submitted by the Seller under this Order or as a result of a Seller's misrepresentation of fact or fraud relating to any claim or dispute arising under or related to this Order.

16. INDEMNIFICATION AND INSURANCE - If, in the course of the performance of this Order, Seller, its agents, employees, or subcontractors enter upon premises occupied by or under control of Buyer or any of its customers or suppliers, Seller shall take all necessary precautions to prevent occurrence of any injury, including death, to any person or any damage to any property arising out of any acts or omissions of Seller, its agents, employees, or subcontractors. Seller shall indemnify Buyer for, and hold Buyer harmless from, any liability, losses, damages, claims and expenses arising out of or connected with any act or omission of Seller, its agents, employees, or subcontractors except for injury or damage due solely to Buyer's negligence or other fault. Seller shall maintain such public liability and property damage insurance as will protect Buyer from any such risks.

17. INDUSTRIAL LAWS AND BENEFITS - Seller's relationship to Buyer in the performance of this Order is that of an Independent Contractor. Neither the Seller nor any of the persons furnishing materials or performing work or services which are required by this Order are employees of Buyer within the meaning of or the application of any Federal or State Unemployment Insurance Law or other Social Security Law or any Workman's Compensation Industrial Accident Law or other Industrial or Labor Law. The Seller shall, at its own expense, comply with such laws and assume all liabilities or obligations imposed by any one or more of such laws and regulations thereunder with respect to this Order.

18. INSPECTION - All products shall be subject to inspection and test at all times and places, including the period of manufacture, by a representative of Buyer, its customers, and applicable regulatory agencies. If any inspection or test is made on Seller's premises, Seller, without additional charge shall: (i) provide all reasonable facilities and assistance for the safety and convenience of Buyer and its customer inspectors; (ii) make available to the inspectors copies of all drawings, specifications, and processes applicable to the products ordered; and (iii) promptly furnish Buyer with any and all resulting inspection certificates. Buyer may, at its discretion, and for such period as it deems necessary, locate personnel at Seller's facility to assist in administering this Order, with the privileges stated above, including office or working space, telephone, and secretarial support, at no cost. Seller shall immediately notify Buyer when discrepancies in Seller's process or non-conforming product are discovered or suspected regarding products delivered or to be delivered under this contract. All products are subject to final inspection and acceptance at Buyer's plant notwithstanding any payment or other prior inspections. Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all products not conforming to applicable specifications, drawings, samples, or descriptions. Without limiting any other rights or remedies it may have as provided herein or at law or equity, Buyer, at its option, may (i) require Seller to rework / repair or replace at Seller's expense any product ordered which fails to meet the requirements of this Order; (ii) require Seller to refund the price of any such product; (iii) elect to retain and rework / repair any such product with an appropriate reduction from the price otherwise due Seller to offset Buyer's costs of effecting necessary correction; (iv) recover by offset or otherwise any and all damages and expenses incurred by Buyer as a result of such rejection, including cost of additional tests, inspections, screening, shipping, and disassembly of product, or (v) cancel order and return product or service at seller's expense. Neither final inspection, payment, nor any limitations contained in the warranty clause shall relieve Seller from responsibility for the correction or replacement of defective products arising due to fraud, gross mistakes amounting to fraud, or for latent defects. Seller shall not redeliver corrected or rejected products without disclosing the former rejection or requirement for correction. Where Corrective Action Requests are issued due to receipt of nonconforming product, Seller shall provide a disposition and containment plan within 15 days, and a complete Root Cause / Corrective Action response within 45 days. Seller shall notify Buyer of changes to the quality system that constitute a reduction in scope of capability. Seller's quality system shall make provisions to maintain records pertinent to products manufactured to Buyer drawings and specifications a minimum of seven years after completion of the Order, or longer, if specifically noted on the Purchase Order. If Seller fails to maintain a 98% overall supplier performance rating, Buyer may impose source inspection at Seller's expense.

19. INVOICING AND PAYMENT – Payment terms will be stated in the Order. Payment due dates will be calculated from the date of Buyer's Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. A separate invoice shall be issued to Buyer for each shipment made by Seller. Invoices must contain

the appropriate relating order number, or it shall not be considered acceptable. Unless otherwise specified in the Order, an invoice shall not be issued prior to shipment of products and payment will not be made prior to receipt of products and correct invoice. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity date after the date specified for delivery. Payment does not constitute Acceptance or approval of Products and/or Services rendered. Buyer is entitled to off-set any amounts owed to buyer by seller due to shortages, rejections and any associated costs against amount payable at any time.

20. LIMITATIONS OF LIABILITY - Notwithstanding any other provision of this Order, Buyer's maximum liability to Seller shall not exceed the purchase price of this Order. Seller shall not be entitled to any incidental, special or consequential damages if Buyer breaches or otherwise fails to perform any obligations under this Order.

21. MODIFICATION OF ORDER - This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by Buyer to Seller. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Seller, and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

22. NOTICE OF DELAY - Whenever any event, including an actual or potential labor dispute, is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall insert the substance of this clause, including this sentence, in any subcontract hereunder.

23. NO WAIVER OF CONDITIONS - Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

24. ORDER OF PRECEDENCE - In the event of an inconsistency between the clauses of this Order, the inconsistency shall be resolved by giving precedence in the following order (a) provisions on the face of this Order; (b) Terms and Conditions; (c) other provisions of the Order, whether attached or incorporated by reference; and (d) the Specifications.

25. PACKING, MARKING AND SHIPPING - Seller shall pack, mark and ship all goods and products in accordance with the shipping requirements specified on this Order so as to be in compliance with transportation regulations and good commercial practice for protection and shipment. No separate or additional charge is payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless specifically stated in this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by Seller. A packing list showing this Order number, line number and release number, shall be included with each shipment, and each container shall be marked to show the Order number. Seller shall provide the original bill of lading to Buyer as instructed. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoice as a separate line item with the receipted freight bill attached to the invoice.

26. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-PTAT) PROGRAM - Buyer supports the U.S. Customs and Border Protection (CBP) in the C-TPAT program. Seller agrees to take reasonable measures to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers.

27. PATENT INDEMNITY

a. Seller shall defend and hold harmless Buyer, its customers and those for whom Buyer may act as agent, from all loss or damage by reason of any and all actions or proceedings charging infringement or

wrongful use of any patent, trademark, trade secret or copyright by reasons of sale or use of any merchandise, software or data furnished hereunder, except where the products specified herein are made entirely to the design supplied by Buyer. In such case, Buyer will defend, at its own cost and expense every claim or action which may be brought against Seller for alleged infringement of any patent, trademark or copyright by the product and Buyer agrees to pay all costs, damages if recoverable in any such claim or action against the Seller. Each party shall promptly notify the other of all charges of infringement and shall provide all reasonable assistance to the other party in defense of an infringement suit required hereunder to be defended by the other party.

b. If the use or sale of any product, in respect to which Seller indemnifies Buyer, is enjoined as a result of any action or proceeding, Seller, at no expense to Buyer, shall obtain for Buyer and its customers, the right to use and sell said product or shall substitute an equivalent product acceptable to Buyer and extend this patent indemnity with respect to such equivalent product. In the event that Seller is unable to secure such right of use for Buyer or its customers or to secure an equivalent product as a substitute, Seller will indemnify Buyer and its customer for any and all losses or damages sustained by reason of such injunction.

28. PRICES - Unless otherwise stated on the face hereof, Seller represents that the price of this Order: (i) includes all federal, state or local taxes, fees, excises, and/or charges which are now or may be hereafter imposed with respect to the manufacture and sale of such products; and (ii) includes all charges or costs associated with the suitable packing, packaging, preparation for shipment, crating, or cartage of the products ordered. Seller further represents that the price or prices specified in the order are based on current pricing data and do not exceed the last price or prices quoted or charged or currently being quoted for the same or substantially similar products whether to the Government or to any other Buyer, taking into account quantity and schedule considerations.

29. SEPARABILITY - If any term or provision of this Order is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining terms and conditions. In such case, the Order shall be deemed to have been executed without the invalid or unenforceable term or provision.

30. NOTIFICATION OF STATUS CHANGES- By accepting this order, Seller certifies that all Seller qualifications and business information, representations and certifications applicable to this order remain valid. Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Sellers performance under this order.

31. SPECIAL EQUIPMENT

a. Title to all tools, dies, jigs, and fixtures used in the manufacture of the products required hereby (hereinafter referred to as "Special Equipment") shall vest in Buyer immediately upon Seller's manufacture or acquisition thereof, Seller agreeing that the purchase price stated on the face hereof includes the cost of any such Special Equipment manufactured or acquired in pursuance hereof. Similarly, Special Equipment used by Seller as owned, furnished, or paid for by Buyer under the terms of this or other of Buyer's Purchase Orders and used hereon shall remain the property of Buyer or Buyer's customers, including the US Government as applicable, and shall not be altered or modified without Buyer's consent.

b. Unless otherwise approved by Buyer, such Special Equipment shall be used only in the performance of this Order except that Seller may use such Special Equipment for the manufacture of products or furnishing of services to the United States Government to the extent the Government has the right under its prime contract with Buyer to authorize such use further provided such use will not interfere with Seller's performance of this Order or other purchase orders of Buyer.

c. At no additional cost to Buyer: Seller shall (i) follow normal industrial practices in the identification, maintenance, preservation, and segregation of Special Equipment; (ii) establish and maintain property control records available for inspection by Buyer or its customer at all reasonable times; and (iii) if title to such Special Equipment vests in the United States Government, will maintain and control such Special Equipment in accordance with FAR/DFAR requirements in effect as of the date hereof, which is incorporated herein by reference.

d. When this Order indicates that the Government is to acquire title to Special Tooling (as such term is defined in FAR 52.245.1) then title to such Special Tooling shall immediately vest in the United States Government upon Seller's acquisition or manufacture thereof provided the full cost thereof is charged to this Order. When this Order indicates that the United States Government is to acquire title to Special Test Equipment, as such term is defined in FAR 52.245.1, but does not specify the products to be acquired then, title to any Special Test Equipment shall immediately vest in the United States Government upon

Seller's manufacture or acquisition thereof. Seller shall give Buyer forty (40) days advance written notice of its intention to acquire any Special Test Equipment or components thereof having an item acquisition cost of \$1,000.00 or more. Buyer may then elect to furnish any such Special Test Equipment or any component thereof to Seller within said forty (40) day period. In the event Seller has not received such notice within the aforementioned period, Seller may proceed to acquire such Special Test Equipment or components. If Buyer furnished any such Special Test Equipment or components as a result of the above, this Order shall be equitably adjusted in accordance with the "Changes" Clause to reflect an appropriate reduction in price resulting from Buyer's furnishing Seller any such Special Test Equipment or components thereof.

e. Upon delivery to it, or manufacture or acquisition by it, of any Special Equipment, Special Tooling or Special Test Equipment, title to which is in Buyer or its customer, Seller assumes the risk and shall be responsible for any loss thereof or damages thereto while in its possession. Unless otherwise directed by Buyer, upon completion or termination of this order or other of Buyer's orders utilizing such Special Equipment, Special Tooling, or Special Test Equipment, Seller shall promptly furnish, in suitable form, a list thereof with a request for disposition instructions. Pending receipt of such instructions, Seller shall hold and preserve such Special Equipment, Special Tooling, or Special Test Equipment free of charge for a period of six months. All Special Equipment, Special Tooling, or Special Test Equipment furnished to Seller by Buyer shall be returned to Buyer in the same condition as received, normal wear and tear expected.

32. STOP WORK - Buyer may at any time, by written order to Seller require Seller to stop all or any portion of the work called for by this Order in accordance with the terms of FAR 52.242.15. In the context of this clause, "Contracting Officer" and "Government" mean Buyer and "Contractor" means Seller.

33. TERMINATION

a. For Convenience: Buyer may terminate this Order for its convenience, in whole or in part, from time to time, in accordance with FAR 52.249-2 as in effect on the date of this Order. The terms "Government" and "Contracting Officer" mean Buyer and the term "Contractor" means Seller, except if this Order is terminated as a result of a termination for convenience issued by the Government, the term, "Government" does not change in Paragraphs (b) (4), (6), (8), and (m). If this Order is terminated for convenience solely by Buyer, audits and examination of records, as required by Buyer shall be performed by Buyer and/or a mutually acceptable independent audit agency, the expense of which shall be shared equally by Buyer and Seller. In Paragraph (e), delete "1 year" and substitute "3 months" therefore. Notwithstanding anything to the contrary, Buyer shall not be liable for any incidental, special or consequential damages. The provisions of this clause shall not limit or affect the right of Buyer to terminate this Order for default.

b. For Default: 1. This Order may be terminated for default pursuant to FAR 52.249-8 incorporated herein by reference; it being understood that time is of the essence. Reference to the "Disputes" Clause is hereby deleted. In the context of this clause "Contracting Officer" and "Government" mean Buyer and "Contractor" means Seller. 2. This Order may be terminated pursuant to (1) above if Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, or in the event of an appointment of a receiver or trustee, or the assignment by Seller for the benefit of creditors.

34. TITLE AND RISK OF LOSS - Unless otherwise specified by the Order, title to and all risk of loss of or damage to products to be delivered hereunder shall remain with Seller until such products are delivered to Buyer at the destination specified on the face of this Order. Seller shall bear all risk of loss or damage to products rejected by Buyer, after notice of rejection until such products are redelivered to Buyer, except for loss, destruction or other damage to such rejected products resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment. Passing of title upon delivery shall not constitute acceptance of the products by Buyer. All products to be delivered hereunder and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

35. WARRANTY - Seller warrants that products ordered to Buyer's specifications will conform thereto and to any drawings, samples, or other descriptions furnished by Buyer, and, if ordered to Seller's design or descriptive literature, will be fit and sufficient for the purpose intended. In any event, all products will be merchantable or good material and workmanship, and free from defects. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the products and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or

nonconforming products or part thereof. Return to Seller of such products and delivery to Buyer of any corrected or replaced products shall be at Seller's expense. Products required to be corrected or replaced shall be subject to the provisions of this clause and the inspection clause in the manner and to the same extent as products originally delivered under this Order. Except for latent defects, fraud or such gross mistakes and amounts to fraud, Seller's obligations under this clause shall apply to such defects and nonconformance's as occur within two (2) years from date of delivery, or redelivery, of the products to Buyer or to Buyer's customer. All warranties, express and implied, shall be construed as conditions as well as promises, and shall not be deemed to be exclusive. Seller warrants that all products delivered and/or services performed hereunder shall be free of any claim of any third party. Should there be a failure of the Products or Services or both after final Acceptance by Buyer, Seller shall fully cooperate with Buyer and Buyers Customer in the investigation of the failure or anomaly. Seller consents to provide any and all information related to the failure.

36. HAZARDOUS MATERIAL - Seller warrants that prior to shipment or transfer of any chemical substance to Buyer hereunder that is on the list of chemical substances compiled and published by the Environmental Protection Agency or Hazardous Material as defined in Appendix A of Federal Standard number 313A that he shall make available to the buyer with the appropriate Material Safety Data Sheets before or with the delivery of material.

37. MERCURY PROHIBITION - The supplies furnished on this order shall not contain functional mercury. Furthermore, external contamination by metallic mercury or mercury compounds shall be cause for rejection of equipment. The supplier shall notify Vitesse Systems, prior to proceeding with manufacturing or shipment, if the presence of mercury or mercury contamination is suspected. The Supplier shall perform a suitable test to verify the suspicion. The deliverable equipment shall not come into direct contact with mercury-containing devices that employ only a single boundary of containment. A single boundary of containment is not backed by a secondary seal or a barrier to prevent contamination in the event of a rupture of the primary seal or barrier. This requirement does not preclude the use of fluorescent lighting fixtures or fixtures that employ mercury-vapor lamps containing no more mercury per lumen than a comparable fluorescent lamp.

38. COUNTERFEIT PARTS PREVENTION – This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this order, the provisions of this clause will include electronic parts as well. Fraudulent and Counterfeit Material is defined as a part, component, module or assembly whose origin, material, source of manufacture, performance or characteristics are misrepresented. This includes, but is not limited to: an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM), an item that does not contain the proper external or internal materials or components required by the OEM or OCM or that is not constructed in accordance with OEM or OCM design, but is represented as such, an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item, an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item, an item that has not successfully passed all OEM or OCM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements, an item with a label or marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM or OCM item is a genuine OEM or OCM item when it is not. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide certificates and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to the seller.

If suspect counterfeit parts are furnished under this Order and are found in any products delivered to Buyer or final customers of Buyer, such items will be impounded by Buyer. Seller shall promptly replace such parts with parts deemed acceptable by Buyer. Seller shall be held liable for all costs relating to the removal and replacement of said parts, including but not limited to Buyers external and internal costs of removing such suspect/counterfeit parts, or reinserting replacement parts and of any testing or validation necessitated by the re-installment of Sellers Products after suspect/counterfeit parts have been

exchanged. Buyers remedies described herein shall not be limited by any other clause agreed upon between buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyers request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn which parts over to its U.S.G. customer for Further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit, shall be deemed definitive that Sellers Products contain suspect, counterfeit or counterfeit parts.

39. CONFLICT MINERALS – Under the terms of this order, Seller shall use commercially reasonable efforts to determine whether products such as tin, tantalum, gold or tungsten, under this order originated in covered countries, (as defined in Section 1502 of the Dodd-Frank Wall Street reform and consumer protection Act). If requested seller will promptly provide a completed Conflict Minerals Report which will contain representations that Seller represents performed appropriate due diligence on its supply chain to comply.

40. ANTI-TRAFFICKING IN PERSONS- Seller is prohibited from engaging in activities that support or promote trafficking in persons, including but not limited to, sex trafficking, recruitment, transportation or obtaining a person for labor or services through the use of force, fraud or coercion for the purpose of involuntary servitude, procurement of a commercial sex act, the use of forced labor in the performance of company business, charging employees recruitment fees and/or failure to provide employee working agreement documentation when requested.

Seller should prohibit “trafficking related activities” and flow down such prohibited activities to any subcontractor in compliance with FAR 52.222-50. The prohibitions include, among others, denying an employee access to his/her own identification or immigration documents, engaging in fraudulent recruitment practices, and charging recruitment fees directly to employees. These prohibitions apply to contractors, subcontractors, as well as each of their employees and agents.

41. PROCEDURE - Unless approved by the buyer, in writing; goods and materials delivered and pursuant to an issued purchase order are obtained directly from the OEM or OCM, or an authorized reseller or distributor, goods and materials do not contain counterfeit items or fraudulent markings, as defined, goods and materials contain only authentic, unaltered OEM or OCM labels and other markings, documentation required to trace the distribution and sale of goods delivered are available, upon request, to the customer or customer representative, components, and its contents, are selected during design, with reasonable life cycle expectancy and are regularly monitored for obsolescence status. If obsolescence status is discovered, the buyer is notified within ten (10) days of status discovery. Compliance applies to subcontractors and suppliers.

42. OBSOLESCENCE PREVENTION - The Seller shall minimize the impact of all known obsolescence and Diminishing Manufacturing Source (DMS) issues from design through support. The Seller shall choose components with reasonable life cycle expectancy during design and shall regularly monitor the obsolescence status of component content in the equipment. The Seller shall inform Vitesse Systems' Buyer electronically of all obsolescence events within 10 calendar days of the Supplier's discovery.

43. CONDITIONS APPLICABLE TO ORDERS PLACED UNDER UNITED STATES GOVERNMENT

A. The following clauses of the Federal Acquisition Regulation (FAR) and of the Department of Defense FAR Supplement (DFARSUP) as applicable, are hereby incorporated by reference. However, whenever any clause includes a requirement for the settlement of disputes between the parties in accordance with the “Disputes” clause, the dispute shall be disposed of in accordance with Article 2., entitled “Applicable Law and Disputes.” Clauses referenced below shall be those in effect on the effective date of this Order. If there is a conflict or addition to a clause in effect of the effective date of this Order and a clause of the Prime Contract, the Prime Contract clause shall govern. Whenever necessary to make the context of the clauses set forth below applicable to this Order, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Order, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer, except the terms “Government” and “Contracting Officer” do not change: (1) In the phrases “Government Property”, “Government Equipment” and “Government-Owned Equipment”, (2) When a right, act, authorization or obligation can be granted or performed only by the Government or

the prime contract Contracting Officer or his duly authorized representative, (3) When title to property is to be transferred directly to the Government, (4) Where specifically modified as set forth below and (5) in FAR's: 52.214-26, 52.215-2, 52.227-1, 52.227-2, 52.230-4, 52.246-23.

B. The clauses incorporated herein by reference have the same force and effect as if they were incorporated and attached in full context.

1) FAR CLAUSE NO. TITLE

- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restrictions on Subcontractor Sales to Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal and Improper Activity
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-15 Whistleblower Protections Under American Recovery and Reinvestment Act of 2009
- 52.203-16 Preventing Personal Conflicts of Interest (Orders over \$150,000)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Orders over \$150,000)
- 52.204-2 Security Requirements (Term "Government" does not change in Par. c)
- 52.204-7 System for Award Management (SAM)
- 52.204-9 Personal ID Verification Of Contract Personnel
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 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
- 52.208-8 Required Sources for Helium and Helium Usage Data
- 52.209-3 First Article Approval - Contractor Testing
- 52.209-4 First Article Approval - Government Testing
- 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.211-5 Material Requirements
- 52.211-14 Notification of Priority Rating for National Defense Use
- 52.211-15 Defense Priority and Allocation Requirements
- 52.214-26 Audit and Records – Sealed Bidding
- 52.215-2 Audit and Records - Negotiation (Orders over \$150,000)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications
- 52.215-12 Subcontractor Certified Cost or Pricing Data (Orders expected to exceed \$750,000)
- 52.215-13 Subcontractor Certified Cost or Pricing Data- Modifications (Orders expected to exceed \$750,000)
- 52.215-14 Integrity of Unit Prices
- 52.215-16 Facilities of Capital Cost of Money
- 52.215-19 Notification of Ownership Changes
- 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
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort
- 52.215-23 Limitations on Pass-Through Charges
- 52.216-7 Allowable Cost and Payment
- 52.216-8 Fixed Fee
- 52.219-1 Small Business Program Representations
- 52.219-8 Utilization of Small Business Concerns (Orders over \$150,000 or more)
- 52.219-9 Small Business Subcontracting Plan (Orders of \$700,000 or more, but does not apply to Small Business Concerns)
- 52.219-28 Post-Award Small Business Program Representation

52.222-1 Notice to Government of Labor Disputes
 52.222-2 Payment for Overtime Premiums
 52.222-3 Convict Labor
 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation
 52.222-17 Non-displacement of Qualified workers
 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
 52.222-19 Child Labor - Cooperation with Authorities and Remedies
 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
 52.222-21 Prohibition of Segregated facilities
 52.222-22 Previous Contracts and Compliance Reports
 52.222-25 Affirmative Action Compliance
 52.222-26 Equal Opportunity (Aggregate Orders of \$10,000 or more in any 12-month period)
 52.222-35 Equal Opportunity for Veterans
 52.222-36 Equal Opportunity for Workers with Disabilities (Orders of \$15,000 or more)
 52.222-37 Employment Reports on Veterans
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
 52.222-41 Service Contract Labor Standards
 52.222-50 Combating Trafficking in Persons
 52.222-54 Employment Eligibility Verification
 52.222-55 Minimum Wages Under Executive Order 13658
 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (overs over \$500,000)
 52.223-3 Hazardous Material Identification and Material Safety Data
 52.223-5 Pollution Prevention and Right-to-Know Information
 52.223-6 Drug-Free Workplace
 52.223-7 Notice of Radioactive Materials
 52.223-11 Ozone-Depletion Substances
 52.223-15 Energy Efficiency in Energy-Consumer Products
 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
 52.224-1 Privacy Act Notification
 52.224-2 Privacy Act
 52.225-1 Buy American - Supplies
 52.225-2 Buy American Certificate
 52.225-3 Buy American - Free Trade Agreements--Israeli Trade Act
 52.225-4 Buy American - Free Trade Agreements--Israeli Trade Act Certificate
 52.225-5 Trade Agreements
 52.225-6 Trade Agreements - Certificate
 52.225-8 Duty Free Entry (Orders of \$15,000 or more, in Par. (e) the terms "Government" and
 "Contracting Officer" do not change)
 52.225-13 Restrictions on Certain Foreign Purchases
 52.225-18 Place of Manufacturer
 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification
 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions
 Relating to Iran—Representation and Certifications
 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises
 52.227-1 Authorization and Consent
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
 52.227-3 Patent Indemnity
 52.227-9 Refund of Royalties (If Royalties Reported Exceed \$250)
 52.227-10 Filing of Patent Applications-Classified Subject Matter
 52.227-11 Patent Rights – Retention by Contractor-Short Form
 52.227-13 Patent Rights – Ownership by Government
 52.227-14 Rights in Data – General
 52.227-16 Additional Data Requirements
 52.227-17 Rights in Data – Special Works
 52.227-18 Rights in Data – Existing Works
 52.227-21 Technical Data Declaration, Revision and Withholding of Payment-Major Systems
 52.227-22 Major System – Minimum Rights
 52.227-23 Rights to Proposal Data (Technical)
 52.228-5 Insurance – Work on a Government Installation

52.230-2 Cost Accounting Standards
 52.230-3 Disclosure and Consistency of Cost Accounting Practices
 52.230-4 Consistency of Cost Accounting Standards (Orders of \$700,000 or more)
 52.230-6 Administration of Cost Accounting Standards
 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts
 52.232-9 Limitation on Withholding of Payments
 52.232-11 Extras
 52.232-16 Progress Payments and Alt I
 52.232-17 Interest
 52.232-20 Limitation of Cost
 52.232-22 Limitation of Funds
 52.232-39 Unenforceability of Unauthorized Obligations
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
 52.233-3 Protest after Award
 52.233-4 Applicable Law for Breach of Contract Claim
 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
 52.237-2 Protection of Government Buildings, Equipment & Vegetation
 52.239-1 Privacy or Security Safeguards
 52.242-1 Notice of Intent to Disallow Costs
 52.242-2 Production Progress Reports
 52.242-4 Certification of Final Indirect Costs
 52.242-13 Bankruptcy
 52.242-15 Stop Work Order
 52.242-17 Government Delay of Work
 52.243-1 Changes - Fixed Price
 52.243-2 Changes-Cost Reimbursement
 52.243-3 Changes-Time & Material or Labor-Hours
 52.243-6 Change Order Accounting
 52.243-7 Notification of Changes
 52.244-5 Competition in Subcontracting
 52.244-6 Subcontracts for Commercial Items
 52.245-1 Government Property & Alt I
 52.245-9 Use and Charges
 52.246-1 Contractor Inspection Requirements
 52.246-2 Inspection of Supplies - Fixed Price
 52.246-4 Inspection of Services - Fixed Price
 52.246-8 Inspection of Research and Development - Cost-Reimbursement
 52.246-9 Inspection of Research and Development
 52.246-11 Higher-Level Contract Quality Requirements
 52.246-16 Responsibility for Supplies
 52.246-23 Limitation of Liability
 52.247-1 Commercial Bill of Lading Notations
 52.247-34 FOB Destination
 52.247-63 Preference for U.S. – Flag Air Carriers
 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
 52.248-1 Value Engineering (Orders of \$150,000 or more)
 52.249-1 Termination for Convenience of the Government – (Fixed Price)(Short Form)
 52.249-2 Termination for Convenience of the Government (Fixed Price)
 52.249-4 Termination for Convenience of the Government (Services)(Short Form)
 52.249-6 Termination (Cost-Reimbursement) and Alt IV
 52.249-8 Default (Fixed Price Supply & Service)
 52.249-14 Excusable Delays
 52.252-2 Clauses Incorporated by Reference
 52.253-1 Computer Generated Forms

2) DFARSUP (Applicable to all orders of any tier under prime contracts with the Department of Defense. Any inconsistency between DFARSUP Provision and FAR provisions shall be resolved in favor of the DFARSUP provisions.)

CLAUSE NO. TITLE

- 252.203-7001 Prohibitions on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.204-7014 Limits on the Use or Disclosure of Information by Litigation Support Contractors
- 252.204-7015 Disclosure of Information to Litigation Support Contractors
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
- 252.209-7002 Disclosure of ownership by a foreign government
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government Of a Terrorist Country
- 252.211-7003 Item Unique Identification and Valuation
- 252.211-7007 Reporting of Government-Furnished Property
- 252.215-7001 Pricing Adjustments
- 252.215-7002 Cost Estimating System Requirements
- 252.219-7003 Small Business Subcontracting Plan (DOD Contracts)
- 252.222-7006 Restrictions on Use of Mandatory Arbitration Agreements
- 252.223-7001 Hazard Warning Labels
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7000 Buy American--Balance of Payments Program Certificate
- 252.225-7001 Buy American and Balance of Payments Program
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7007 Prohibitions on Acquisition of US Munitions List Items from Chinese Military Companies
- 252.225-7008 Restriction on Acquisition of Specialty Metals
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7020 Trade Agreements - Certificate
- 252.225-7021 Trade Agreements
- 252.225-7025 Restrictions on Acquisition of Forgings
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7035 Buy American—Free Trade Agreements—Balance of Payments Program Certificate
- 252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program
- 252.225-7046 Exports by Approved Community Members in Response to the Solicitation
- 252.225-7047 Exports by Approved Community Members in Performance of the Contract
- 252.225-7048 Export-Controlled Items
- 252.227-7013 Rights in Technical Data Non-Commercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Documentation
- 252.227-7015 Technical Data - Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7017 Identification and assertion of use, release, or disclosure restrictions
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software---Small Business Innovation Research (SBIR)
- 252.227-7019 Validation of Asserted Restrictions—Computer Software
- 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
 252.227-7037 Validation of Restrictive Markings on Technical Data
 252.227-7038 Patent Rights-Ownership by Contractor (Large Business)
 252.227-7039 Patents - Reporting of Subject Inventions
 252.228-7001 Ground and Flight Risk
 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles, Space Launch Vehicle
 252.229-7011 Report of Foreign Taxes - US Assistance Programs
 252.231-7000 Supplemental Cost Principles
 252.234-7002 Earned Value Management System
 252.235-7003 Frequency Authorization
 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
 252.239-7017 Notice of Supply Chain Risk
 252.239-7018 Supply Chain Risk
 252.242-7005 Contractor Business Systems
 252.242-7006 Accounting System Administration
 252.243-7001 Pricing of Contract Modifications
 252.243-7002 Request for Equitable Adjustments
 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
 252.244-7001 Contractor Purchasing System Administration
 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
 252.246-7000 Material Inspection and Receiving Report
 252.246-7001 Warranty of Data, Alt I & Alt II
 252.246-7003 Notification of Potential Safety Issues
 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
 252.247-7008 Sources of Electronic Parts
 252.247-7022 Representation of Extent of Transportation by Sea
 252.247-7023 Transportation of Supplies by Sea
 252.247-7024 Notification of Transportation Supplies by Sea
 252.249-7002 Notice of Anticipated Contract Termination/Reduction
 252.251-7000 Ordering from Government Sources
 252.271-7001 Recovery of Non-Recurring Costs on Commercial Sales of Defense Products and Technology and of Royalty Fees for use of DOD Technical Data

3) Other laws and regulations

15 CFR Part 700 - Defense Priorities & Allocations System Program (DPAS)
 15 CFR 730-774 - Export Administration Regulations (EAR)
 17 CFR Part 240 & 249(b) - Conflict Minerals from Covered Countries
 22 CFR 120–130 - International Traffic in Arms Regulation (ITAR)
 22 CFR § 122.1 Registration Requirements
 29 CFR 1910.1200 - Hazard Communications Standard
 32 CFR Part 219 - Protection of Human Subjects
 41 CFR 60-1.4 - Equal Opportunity Clause
 41 CFR 60-1 & 60-2 - Affirmative Action Compliance
 41 CFR 60-300.5(a)&60.741.5(a) - Vietnam Era Veteran Readjustment Assistance Act-VEVRAA
 NIST 800-171 Security Controls
 8 U.S.C. 1101- Citizenship definitions
 22 U.S.C. 2751-2794 - Arms Export Control Act
 15 U.S.C. § 2601- Section 8 - Toxic Substances Control Act
 41 U.S.C. 51-58 - Anti-Kickback Act of 1986
 50 U.S.C app. 2401-2420 - Export Administration Act
 Directive 2002/95/EC - Restriction of Hazardous Substances Directive (RoHS)
 Customs-Trade Partnership Against Terrorism (C-TPAT) Program

C. If the price of Buyer's Prime Contractor higher tier contract is reduced as a result of:
(1) Seller furnishing to Buyer its own or a subcontractor's cost or pricing data which was not complete, accurate and current, or (2) Seller or its subcontractor failing to comply with an applicable Cost Accounting Standard or to follow consistently any cost accounting practice disclosed pursuant to FAR 52.230-3. Seller shall indemnify and hold Buyer harmless from and against any and all loss or damage resulting thereby.

D. Priorities: If this Order contains a Government Priority Number, this is a rated order certified for national defense use and Seller is required to follow all of the provisions of the Defense Priorities and Allocation System Regulations