

## GENERAL TERMS AND CONDITIONS FOR PURCHASE

### Goods and Services

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#### 1 DEFINITIONS

The following definitions apply to the Order, all attachments and exhibits incorporated herein, and to any Supplemental Terms and Conditions attached to and/or referenced in the Order unless otherwise specifically stated:

- A. **Buyer:** DZYNE Technologies, LLC and its subsidiaries (to include, but not limited to, High Point Aerotechnologies, Liteye Systems, Inc., Black Sage Technologies, Inc., and Flex Force Enterprises, LLC), (“**DZYNE**”), the legal entity issuing this Order.
- B. **Buyer’s Purchasing Representative:** Buyer’s designated purchasing representative responsible for issuing the Order and any amendments or changes thereto.
- C. **Days:** Calendar days (unless specified otherwise).
- D. **DFARS:** The Department of Defense Federal Acquisition Regulation Supplement.
- E. **End Customer:** The organization or government entity that will receive the Products and/or Services for use, and not for resale.
- F. **FAR:** The Federal Acquisition Regulation.
- G. **Goods.** Supplier-branded products and equipment, including IT hardware products.
- H. **Law or Laws:** All national, federal, state, provincial, and local laws, ordinances, administrative orders, executive orders, rules and regulations, whether U.S. or non-U.S.
- I. **Order:** The Purchase Order or similar contractual instrument, including all exhibits and attachments incorporated therein, and of which these General Terms and Conditions for Purchase are a part.
- J. **Prime Contract or Buyer Customer Contract:** The contract under which the Order is issued, if applicable.
- K. **Products:** Supplier Goods, and Software, including third-party hardware, software, equipment, or products used by Supplier in its Products and provided to Buyer, whether directly or embedded within a Product.
- L. **Software.** Supplier-branded generally-available software, whether firmware, operating systems or applications.

- M. **Services.** Supplier’s standard service offerings for (a) maintenance and support of Products (“**Support Services**”) and (b) consulting, deployment, implementation and any other service Supplier provides that are not Support Services (“**Professional Services**”).
- N. **Supplier:** The legal entity that contracts with Buyer under the Order as reflected on the face of the Order.
- O. **U.S. Government:** The United States of America, acting in its contractual capacity.

## 2 SCOPE

- A. These terms and conditions (the “**Terms and Conditions**”) govern Buyer’s purchase and Supplier’s provisioning of Products and/or Services, whether for Buyer’s internal use or for incorporation into Buyer’s own products for sale to End Customers (which may include the U.S. Government) under a Buyer issued Order. Any terms or conditions proposed by Supplier inconsistent with or in addition to these Terms and Conditions shall be void and of no effect unless specifically agreed to in writing by Buyer’s Purchasing Representative, regardless of whether or not such terms and conditions materially alter this Order and irrespective of any payment by Buyer hereunder.
- B. **Services.** If delivering Services, Supplier is solely responsible for Services-related personnel placement as well as for all other human resource and/or employment-related obligations concerning such personnel. Professional Services may involve the delivery of Deliverables. “Deliverables” means any reports, analyses, scripts, code or other work results that Supplier delivers to Buyer in connection with providing Professional Services as may be described in an SOW or Service Description provided as an attachment to the Order.

## 3 ACCEPTANCE OF THE ORDER

Supplier’s written acknowledgement of the Order, its commencement of any performance under the Order (including, but not limited to, providing any Products or Services hereunder), or acceptance of any payment under the Order, shall each constitute Supplier’s unqualified and irrevocable acceptance of this Order

subject solely to these Terms and Conditions. In the event that the Order does not state price or delivery terms, Buyer will not be bound to any prices or delivery terms to which it has not specifically agreed in writing.

## 4 INVOICES AND PAYMENT

- A. **Purchase Price.** Except as otherwise stated in the Order, prices are stated in United States of America (“U.S.”) dollars. Unless otherwise stated, the price on the face of the Order (“**Purchase Price**”) shall include the costs of standard packaging of the Products, insurance, and transportation in accordance with Section 5.
- B. **Taxes, Duties, and Fees.** Unless otherwise stated in the Order and subject to Section 6, the Purchase Price for all Products provided by Supplier is all-inclusive and encompasses any and all federal, state, local or foreign taxes and duties that may be applicable (including but not limited to value added taxes (VAT), withholding taxes, goods and services tax (GST), or other fees which may be imposed by any government), all of which shall be listed separately on the invoice.
- C. **Invoice and Payment.** Payment of invoices issued under the Order shall be due and payable within forty-five (45) Days of receipt thereof, provided (i) the associated Products or Services have been delivered, and (ii) Buyers invoicing requirements have been satisfied.
- D. **Certifications.** Supplier’s invoices or vouchers shall contain all certifications required by the Order and shall include the invoice date, the Order number, as well as a complete breakout of the prices by line item for the Products and Services encompassed by the invoice or voucher. If the Order is a Labor Hour or Time and Materials (T&M) type and contains labor category descriptions, each invoice shall be broken out by Labor Category with hours billed and associated labor rate, and contain the following certification signed by the Supplier’s authorized representative:

*“This is to certify to the best of my knowledge that the qualifications of the individuals whose labor is being invoiced herein were performed during the period stated and meet the minimum labor*

*category qualifications stated in the Order, including but not limited to any education or experience requirements, for the specific labor category in which their respective hours are being billed.”*

- E. **Set Off.** Buyer shall be entitled at all times to set-off any amount owing at any time from Supplier to Buyer against any amount payable at any time by Buyer to Supplier.

## 5 SHIPPING, PACKING, AND MARKING

- A. **For U.S. Domestic Suppliers:** Except as otherwise provided on the face of this Order, transportation charges on Goods sold are F.O.B. Destination to Buyer’s address identified in the Order. Transportation charges on goods sold F.O.B. Destination must be prepaid in all cases. No additional insurance or premium transportation costs will be allowed unless authorized in writing by Buyer’s Purchasing Representative.
- B. **For Non-U.S. Suppliers:** Unless otherwise specified, delivery is Deliver Duty Paid (DDP), in accordance with INCOTERMS 2020. Delivery destination for the Products shall be specified in each Order issued hereunder.
- C. Unless otherwise stated in the Order, Supplier shall pack, mark, and ship all Goods in accordance with the requirements of the Order and in compliance with all applicable transportation regulations and good commercial practice for protection against damage from weather and shipment, including any applicable federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of hazardous materials. Supplier shall secure the most advantageous transportation services and rates consistent therewith. No separate or additional charge shall be payable by Buyer for containers, crating, boxing, handling, storage or any other services unless specifically stated in the Order or otherwise agreed to by Buyer in writing. Supplier shall mark each container with the number of the Order and shall enclose a packing slip with the Order number in an envelope attached to each container. Damage resulting from improper packing or shipping will be charged to Supplier.

## 6 CUSTOMS/IMPORT MATTERS.

- A. Unless an Order expressly states that Buyer is designated as the importer of record, Supplier agrees that:
- i. Buyer will not be a party to the importation of Goods, the transaction(s) represented by these Terms and Conditions will be consummated after importation, and Supplier shall neither cause nor permit Buyer's name to be shown as "Importer Of Record" on any customs declaration Temporary or Import Bond;
  - ii. Supplier is responsible for complying with all relevant U.S. and non-U.S. import and export laws and regulations to the extent consistent with U.S. law, including ensuring that the imported Goods were not produced wholly or in part with convict labor, forced labor, and/or indentured labor (including forced or indentured child labor); and
  - iii. Upon request and where applicable, Supplier shall provide to Buyer, Customs Form 7501 entitled "Customs Entry", properly executed.
- B. Upon Buyer’s request, Supplier shall provide, or assist in obtaining, certificates of origin, declarations required to clear Goods through U.S. Customs, affidavits, proof of importation, and other signed customs forms as requested by Buyer to recover import duties related to the Goods. Supplier shall maintain and make available to Buyer all records supporting any certificates of origin, declarations, the valuation of the Goods for import purposes, and/or affidavits provided to Buyer as support for Buyer’s claims for duty free or preferential duty treatment or duty drawback for five years after the date on which the aforementioned document(s) were provided.
- C. If Buyer acts as Importer of Record of Goods Supplier ships to the United States pursuant to an Order issued hereunder, the price reflected in the Order shall not include any duties, taxes, or fees resulting from such importation.
- D. If Supplier acts as Importer of Record for Goods shipped to the United States or end-country destination pursuant to an Order issued hereunder, the price may include duties, taxes, and fees resulting from that importation, unless Buyer has furnished a valid exemption certificate or other evidence of exemption, which the

applicable government agency has granted. The price may include applicable sales and use taxes that are separately stated on Supplier's invoice, but Supplier retains the responsibility to remit taxes collected from Buyer to the relevant tax authority.

- E. Any refund, credit, or rebate of any import duties, taxes, or fees (including any drawback claim), in Supplier's price to Buyer, shall inure solely to Buyer's benefit and shall be assigned to Buyer. Supplier shall reasonably assist Buyer in Buyer's effort to realize any such available amounts.

## **7 DELIVERY; TIME OF THE ESSENCE.**

- A. Supplier shall strictly comply with the delivery or performance schedule specified in the Order. Timely delivery of the Products and Services is of the essence. No acts of Buyer, including without limitation acceptance of late deliveries or performance, shall constitute a waiver of this provision. Supplier shall immediately notify Buyer in writing of any actual or potential delay in the deliveries or performance of the Order and such notice shall include the actions being taken to overcome or minimize the delay and a revised schedule using the Supplier's best efforts; provided, however, that Buyer's receipt of such notice shall not constitute a waiver of Buyer's rights to timely deliveries and performance and remedies for any late deliveries or performance. Buyer reserves the right to cancel the Order without incurring any liability to Supplier and without waiving any other remedies available if delivery or performance, as specified in the Order or on Buyer's written shipping authorizations, is not completed. Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Products and Services on schedule.
- B. Risk of loss to Goods ordered hereunder, regardless of cause, shall be Supplier's responsibility until the Goods have been delivered in compliance with terms hereunder or as otherwise stated in the Order. If Supplier does not comply with the stated delivery schedule, Buyer may, in addition to any other rights which it may

have at law or in equity, require delivery by the most expeditious way, and any charges resulting from the premium transportation shall be fully prepaid and absorbed by Supplier. Title to all Goods passes at Buyer's delivery destination unless otherwise specified in the Order.

- C. Acceleration of delivery is not authorized unless specified in writing by Buyer's Purchasing Representative.
- D. Buyer reserves the right to refuse or return at Supplier's risk and expense any shipments made in excess of the quantities stipulated in the Order or received in advance of the required delivery schedule, or to keep the Goods received in advance of the required delivery schedule and defer payment as if the delivery was made per the required delivery schedule.

## **8 INSPECTION AND ACCEPTANCE OF GOODS AND SERVICES**

- A. Buyer (and Buyer's customer or End Customer, if applicable) through any authorized representatives, has the right at all reasonable times and places including Supplier's facilities, and during the period of manufacture, to inspect and test the Goods and/or Services being supplied under the Order, including those provided by Supplier's suppliers. If such inspections or tests are made on Supplier's premises, Supplier shall provide, without charge, reasonable facilities and assistance for the inspectors. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective.
- B. Supplier shall maintain such complete books, records, and documentation for all Products and Services, which shall be available to Buyer during the performance of the Order and until the later of: (i) three (3) years after the completion of the Order or earlier termination; (ii) final resolution of any dispute involving the Goods or Services delivered hereunder, (iii) the latest time required in the Order, or (iv) the latest time required by applicable Laws. Nothing herein shall be construed or

interpreted to limit or restrict the rights of the U.S. Government to audit Supplier's records in accordance with any applicable FAR and DFARS clauses.

- C. All Products and Services delivered by Supplier under the Order shall be in accordance with the requirements of the Order, including these Terms and Conditions, all applicable exhibits and attachments, and shall be subject to rejection if such Products or Services are nonconforming. No inspection or evaluation performed by Buyer (and/or Buyer's customer or End Customer, if applicable) shall in any way relieve Supplier or its suppliers of their obligation to furnish all required Products and Services in strict accordance with the requirements of the Order.
- D. Buyer shall have ten (10) Days to inspect Products after Delivery thereof (the "**Inspection and Notice Period**"). If any Product does not conform to Supplier's description, specifications or the requirements set forth in the Order (whether because missing, wrong, defective or damaged), Buyer shall notify Supplier in writing (which may be by email) prior to the expiration of the Inspection and Notice Period of such non-conformance and, at Buyer's option: (a) return Product to Supplier at Supplier's risk and expense and either (i) allow Supplier to correct or send replacement conforming Product (at Supplier's expense) within an agreed delivery schedule no later than ten (10) Days after Buyer's notification, or (ii) cancel the Order for the non-conforming Products and receive a full refund, (b) for Services, either (x) require reperformance or (y) cancel the Order for non-conforming Services and receive a refund, or (c) accept the non-conforming Products or Services at an equitable, agreed-upon reduction in price. Products shall be deemed accepted if no notification of non-conformance has been provided within the Inspection and Notice Period.
- E. Any inspection or other action by Buyer under this Section 8 shall not reduce or otherwise affect Supplier's obligations under the Order, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

It is expressly agreed that payment by Buyer to Supplier for Products provided under the Order shall not constitute acceptance. It is further agreed that nothing in the Order shall require Buyer to accept any Products prior to acceptance thereof by Buyer's customer or End Customer, if applicable.

## 9 EXCUSABLE DELAYS AND FORCE MAJEURE.

- A. No Party shall be liable for any default or delay in the performance of its obligations under the Order (i) if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, pandemics or any other similar cause beyond the reasonable control of such party and (ii) provided the non-performing party is without fault in causing such default or delay, and such default or delay cannot reasonably be circumvented by such party through the use of alternate sources, workarounds plans or other means. Notwithstanding the foregoing sentence, economic hardship, changes in market conditions, and subcontractor failures to perform (unless the subcontractor itself has experienced a force majeure event) shall not excuse a party from its obligations hereunder.
- B. The non-performing party shall continue to use commercially reasonable efforts to commence performance whenever and to whatever extent possible without delay. When the non-performing party is able to resume performance, it shall immediately give the performing party written notice to that effect and shall resume performance under the Order no later than two (2) business days after the notice is delivered. If the cause of the delay remains in effect for more than twenty (20) Days, Buyer may terminate the Order and receive a full refund.

## 10 STOP WORK

- A. Supplier shall stop work for up to ninety (90) Days in accordance with any written notice received from Buyer ("**Stop Work Notice**"), or for such longer period of time as the parties may agree, and shall take all reasonable steps to minimize the incurrence of costs allocable to the work during the period of work stoppage.

- B. Within such period, Buyer shall either terminate in accordance with the provisions herein or continue the work by written notice to Supplier. In the event of a continuation, an equitable adjustment in accordance with Section 20, Changes, shall be made to the price, delivery schedule, or other provision(s) affected by the work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) Days after date of notice to continue.

## 11 TERMINATION

- A. **Termination for Convenience.** Buyer, by written notice, may terminate the Order at any time, in whole or in part, without cause and/or for Buyer's convenience, and such termination shall not constitute a default. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In such event, Buyer shall have all rights and obligations accruing both at law and in equity, including Buyer's rights to title and possession of any Products for which payment has been made. If the Order is Fixed-Price, Supplier shall be reimbursed for any actual, reasonable, substantiated and allowable costs, plus a reasonable profit, for work performed to date of termination. In no event shall the amount of any such reimbursement exceed the then-current value of the Order as reduced by the amount of payments previously made and the Order price of work not terminated, nor shall the Buyer be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order price. Buyer may take immediate possession of all work so performed upon notice of termination.

A termination settlement proposal, if applicable, shall be submitted to Buyer within sixty (60) Days from the effective date of the termination. If Supplier fails to submit a termination settlement proposal within this time period, or any extension thereof granted by Buyer in writing, then Supplier irrevocably and forever waives and releases any termination claim. Any such waiver shall not

release Supplier from reimbursing payment for Products not completed. If this Order is terminated as a result of the termination for convenience of Buyer's customer or End Customer, then the rights, duties, and obligations of the parties shall be determined in accordance with the applicable termination for convenience clause incorporated into this Order by the Supplemental Terms and Conditions. Supplier shall continue all work not terminated.

- B. **Termination for Default.** Buyer may, by written notice of default to Supplier, terminate the Order in whole or in part if Supplier fails to (i) deliver the Products or Services within the time specified in this Order or any extension thereof granted by Buyer in writing, (ii) perform any of the other provisions or meet any of the requirements of the Order, or (iii) make progress so as to endanger performance of the Order in accordance with its terms and, in either of the second or third circumstances, does not cure such failure within ten (10) Days after receipt of written notice thereof from Buyer. If Buyer terminates the Order in whole or in part it may acquire, upon such terms as it deems appropriate, products or services similar to those terminated. Supplier shall be liable to Buyer for any excess cost for such similar products and/or services, provided, however, that Supplier shall continue performance of the Order to the extent not terminated hereunder and, provided further, that Buyer shall pay the price set forth in the Order for completed Products or Services delivered and accepted. The rights and remedies of Buyer in this Section 11B are in addition to any other rights and remedies provided by law or in equity, or under the Order. If, after termination hereunder, it is later determined that Supplier was not in default, then the rights and remedies of the parties shall be as if the Order was terminated for convenience under Section 11A.

## 12 REPRESENTATIONS AND WARRANTIES

- A. **General.** Supplier represents and warrants that during the performance of work under the Order: (a) Supplier has full corporate power and authority to enter into the Order and to carry out the

provisions thereof and the person signing the Order on behalf of Supplier is authorized to do so; (b) Supplier and the Products comply with all applicable Laws; (c) the Order and provision of Products or Services do not breach any other agreement to which Supplier is a party or bound; (d) Supplier shall, at the time of delivery of Products, have all the rights and licenses in such Products necessary to allow Buyer to own, use and/or receive such Products without additional restrictions or charges; (e) Products do not infringe or misappropriate any Intellectual Property rights of any third party; (f) Products shall conform to Supplier's published specifications and documentation and shall be free from defects in design, materials and workmanship for a period of twelve (12) months from the date of Delivery; (g) Products shall be of merchantable quality and suitable for the purposes intended; (h) Services performed by Supplier shall be performed in a good and workmanlike manner in accordance with applicable Laws and industry standards; (i) Supplier and its employees and agents shall be properly licensed, certified or accredited and have sufficient skills, knowledge and training to perform the Services; (j) all Products shall be new and unused and shall not contain used or repaired parts; (k) in the event that a Product incorporates any open source or other third-party code ("**Third Party Code**") that subjects Buyer to a third-party license agreement ("**Third Party Agreement**"), then (A) Supplier and the Product are in compliance with such Third Party Agreement, including but not limited to any attribution or source code disclosure requirements thereunder, and (B) the Product does not include any Third Party Code subject to the Affero General Public License or a similar Third Party Agreement (commonly referred to as a copyleft license) pursuant to which software transmissions or remote use constitute distribution of the Third Party Code; (l) the Product shall not contain any harmful code, time bombs, viruses, malware, backdoors or similar software which may cause damage to any product or data, nor shall it contain any time-sensitive code or other disabling devices, key lock or code that has the potential or capability

of causing any unplanned interruption of the operation of the Product; and (m) Supplier shall (i) retain all records related to the Order, and (ii) at no additional cost, timely provide access to such records to Buyer and/or the Buyer's customer or End Customer upon request. "**Records**" include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Supplier shall promptly notify Buyer of any fact, event or circumstance that would make any representation or warranty provided by Supplier untrue or inaccurate in any respect.

- B. **Nonconformance.** If any nonconformity under this warranty appears within twelve (12) months (unless stated otherwise on the face of the Order) after final acceptance of the Products or Services, Supplier shall, at Buyer's option, either (i) promptly and diligently repair, replace or correct (by re-performance or otherwise) such nonconformity at no cost to Buyer (including any transportation costs associated therewith), or, for Products only, (ii) accept return of the Products for credit or refund. If any repair, replacement or correction is not made in a timely manner to Buyer's satisfaction, then the Buyer may, at its election and in addition to any other remedies available to Buyer at Law or in equity, correct or have corrected such nonconformity at Supplier's expense.
- C. **Epidemic Defects and Hazards.** Supplier is responsible for all Losses (whether inside or outside the warranty period) with respect to defects in design, manufacturing process or material that constitute epidemic defects ("**Epidemic Defects**"). Defects are Epidemic Defects when found in 0.5% of Product units delivered to Buyer during any one-month period. If Supplier becomes aware of any information that reasonably supports a conclusion that a hazard may exist in any Product that has the potential to cause death or bodily injury to any person or property damage (a "**Hazard**"), Supplier shall promptly notify Buyer of the potential Hazard. Supplier shall pay the costs of investigation and recall related to any Epidemic Defect or Hazard.

### 13 QUALITY ASSURANCE AND RISK MANAGEMENT.

- A. **General.** In addition to Quality requirements contained in Purchasing Quality Clauses for DZYNE Suppliers (DP-2-1002-64) available on DZYNE Supplier Portal: <https://dzyne.com/suppliers-portal/>, Supplier shall comply with all additional quality requirements stated in the Order or included in the Supplemental Terms and Conditions. Buyer reserves the right to review Supplier's Quality Management System.
- B. **Counterfeit Electronic Parts.** For purposes of this Section 13B, the term "*electronic part*" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode) or a circuit assembly and includes any embedded software or firmware. The term "*counterfeit electronic part*" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. For purposes of this Section 13B, the term "*counterfeit electronic part*" also means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic. In addition to requirements contained in Purchasing Quality Clauses for DZYNE Suppliers (DP-2-1002-64) available on DZYNE Supplier Portal: <https://dzyne.com/suppliers-portal/>, Supplier shall only purchase electronic parts to be delivered or incorporated in the Products to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distribution chain. Supplier shall not acquire any electronic parts from independent distributors or brokers without the Buyer's prior written approval. Supplier shall promptly notify Buyer in writing with all

relevant information if Supplier becomes aware or suspects that it has furnished any counterfeit electronic parts under the Order. When requested by Buyer, the Supplier shall provide all relevant OCM/OEM documentation that authenticates the traceability of the affected items to the applicable OCM/OEM. If any counterfeit electronic parts are delivered or incorporated in the goods under this Order, Supplier shall, at its expense, promptly replace such counterfeit electronic parts with electronic parts conforming to the requirements of this Order. Notwithstanding any other provisions in the Order, the Supplier shall be liable for all costs relating to or associated with such counterfeit electronic parts including, without limitation, the Buyer's costs of removing any counterfeit electronic parts, of installing replacement electronic parts and of any testing necessitated by the reinstallation of electronic parts after the counterfeit electronic parts have been replaced. The remedies contained in this Section 13B are in addition to any remedies available to Buyer at Law, in equity or under any other provision of this Order. Supplier shall comply with additional requirements stated in the Order or included in the Supplemental Terms and Conditions.

- C. Supplier shall include this Section 13 or an equivalent provision in all purchase orders or lower-tier subcontracts for the delivery of electronic parts that will be included in or incorporated in the Products provided to Buyer hereunder.

### 14 INTELLECTUAL PROPERTY

- A. **Definitions.** For the purpose of this Section 14, "**Intellectual Property**" means all intellectual property rights of every kind, including without limitation all U.S. and non-U.S. (a) rights in or to trademarks and service marks (whether or not registered) and trade names, together with all goodwill related to the foregoing, (b) patents and patent applications, (c) rights in or to copyrights, whether or not registered, (d) rights in or to trade secrets and confidential information, including without limitation know-how, technology methods, ideas and inventions, (e) rights in software and computer code (whether in source code, object code or any other form) and (f) all applications and registration of any of the foregoing. "**Background**

**IP**” means any Intellection Property owned, created, developed, leased and/or licensed by a party prior to, outside of or independently from the Order. **“Work Product”** means all Intellectual Property and other materials, including Deliverables, uniquely created or developed for Buyer pursuant to the Order.

B. **Ownership.** Each party shall own its Background IP. Unless otherwise provided in an Order, Buyer shall exclusively own Work Product as of the date of its creation. Work Product is “work made for hire” under applicable copyright law and copyright and all other Intellectual Property rights therein shall be owned exclusively by Buyer. To the extent that any Work Product is not considered a “work made for hire”, Supplier shall and hereby does irrevocably assign and transfer all of its right, title and interest in and to the Work Product, including all Intellectual Property therein, to Buyer. Supplier shall ensure that its employees, subcontractors, representatives, agents or other contractors engaged under the Order shall comply with the requirements of this Section 14B. Where applicable, at Buyer’s request, Supplier shall deliver an executed, written assignment to Buyer of the Work Product and all Intellectual Property therein.

C. **License to Background IP.** Supplier agrees to promptly notify Buyer in writing of any Supplier Background IP related to the Products to be provided under this Order. If and to the extent that any Supplier Background IP or portion thereof is incorporated into the Work Product or is otherwise necessary for the use of the Work Product, Supplier hereby grants to Buyer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, make, sell distribute, execute, adapt, translate, reproduce, display, perform, modify, and create derivative works of Supplier’s Background IP solely in connection with the Work Product in which such Background IP is incorporated.

D. **Software License; Pass-Through Warranties.** If the Products include Software, Supplier grants

Buyer a worldwide, nonexclusive, royalty-free, perpetual license to copy and distribute the Software to Buyer’s customer and End Customers in connection with the sale of Buyer’s products. Supplier hereby assigns and passes through to Buyer all of the third-party manufacturers’ and licensors’ warranties and indemnities for the Product.

E. **License to Buyer Materials.** Buyer shall retain ownership of all Buyer Background IP provided hereunder, including the Buyer Specifications. To the extent Buyer delivers to Supplier, or provides Supplier access to, any software, specifications, documentation, design, data, tools, know-how, methodologies, processes and/or any other materials, information or Intellectual Property owned, leased and/or licensed by Buyer (**“Buyer Materials”**), Supplier shall have the right to use such Buyer Materials solely for Buyer’s benefit and solely for the purpose of performing obligations under the Order. All such Buyer Materials are considered Proprietary Information as defined in Section 15 and shall not be disclosed to any third party without Buyer’s prior written consent and shall be promptly returned to Buyer on request or upon completion or earlier termination of this Order.

F. **U.S. Government Rights in Data and Software.** Nothing in this Section 14 shall be construed or interpreted to limit or restrict the rights of the U.S. Government in or to any specifications, information, data, drawings or software in accordance with applicable FAR and DFARS clauses.

## 15 PROPRIETARY INFORMATION

A. All information, written, electronic or oral, relating to the business, operations, plans, services, facilities, processes, designs, software, methodologies, technologies, formulae, solutions, products, reports, financial information, customer preferences, studies, know how, intellectual property, research and development, clients, customers and suppliers, partners, principals, employees, consultants, independent contractors, brokers and authorized agents of Buyer or Supplier

(as applicable, the “**Disclosing Party**”) that is supplied by or on behalf of such Disclosing Party to the other party or its employees, affiliates, advisors, suppliers, subcontractors or representatives (the “**Recipient**”) shall be deemed “**Proprietary Information.**” The terms of the Non-Disclosure Agreement between the Buyer and Supplier shall govern the protection of such Proprietary Information. Notwithstanding the foregoing, either party may disclose Proprietary Information if required by law or regulatory authorities, provided the Recipient has given notice to the Disclosing Party.

- B. The terms of this Section 15 shall survive the delivery of or early termination of the Order.

## 16 RELEASE OF INFORMATION

Supplier shall not make any news release, public announcement, or advertising material, regardless of media, pertaining to this Order or the relationship between the parties hereto, or make use of Buyer’s name or logo in any manner whatsoever without the prior review and written consent of Buyer.

## 17 COMPLIANCE WITH LAWS

- A. **General.** Supplier shall comply with the applicable provisions of all Laws of the U.S. and all other countries, and such compliance shall be a material requirement of this Order. If Buyer incurs any costs, damages or penalties as a result of a violation of any applicable Laws or regulations by Supplier, its directors, officers, employees, agents, suppliers or subcontractors at any tier, Buyer may, in addition to any rights or remedies available at law or in equity, make a corresponding reduction of any amounts due under this Order or demand payment thereof from Supplier.
- B. **Anti-Kickback and Anti-Bribery.** Supplier warrants that it is in compliance with all Laws regarding prohibitions on bribery of public officials and kickbacks, including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act and similar laws of foreign countries. Supplier shall ensure that neither it nor any of its directors, officers, employees, agents, suppliers or subcontractors at any tier, shall at any time

whether before, during, or after the termination of this Order, receives, obtains, accepts or encourages, whether directly or indirectly, any discount, rebate, commission, payment or other benefits in respect of any Products or Services supplied or acquired (or to be supplied or acquired) in connection with this Order. The Supplier further acknowledges that its actions may subject it and Buyer to liability under the FCPA, the UK Bribery Act, the laws, regulations, and policies, the United States of America, and any other country with regulatory jurisdiction over the Products and Services to be provided under this Order (together and individually hereinafter referred to as the “**Anti-Corruption Requirements**”). The Supplier warrants that no compensation payable hereunder has been used, nor will be used, for any activity or purpose where a reasonable belief exists that the Anti-Corruption Requirements may be violated or that Buyer may be exposed to liability under the Anti-Corruption Requirements. Suspected violations of any such Laws can be reported anonymously to the DZYNE’s Ethics Hotline at 1-833-541-3241 or [ethics@DZYNE.com](mailto:ethics@DZYNE.com).

- C. **Trade Control Laws.** Supplier shall comply with all Laws of the U.S. and all other countries applicable to the Products and Services, including but not limited to those laws relating to (i) sale, resale, delivery, and re-delivery, (ii) import and export control, (iii) embargo and economic sanction laws and regulations, and (iv) the Arms Export Control Act, 22 U.S.C. 2751-2799, the International Traffic in Arms Regulation (ITAR), 22 CFR 120 et seq., the Export Control Reform Act of 2018, the Export Administration Regulations (EAR), 15 CFR 730-774, and the Foreign Assets Control Regulations, 31 CFR 500-598 (collectively, the “**Trade Control Laws**”). Supplier shall notify Buyer if any Offering is restricted by applicable Trade Control Laws. Before providing Buyer with any item or data controlled under any of the Trade Control Laws, Supplier shall provide in writing to Buyer the export classification of any such item or controlled data and shall notify Buyer in writing of any changes to the export classification.

Supplier shall not export, re-export, transfer, disclose or otherwise provide or make accessible Buyer's technical data, software and/or hardware controlled by Trade Control Laws (“**Export Controlled Information**”) to any persons or entities not authorized to receive or have access thereto, including third country/dual national employees, lower-tier subcontractors and sub-licensees. Supplier shall not modify or divert such Export Controlled Information to any military application unless Supplier receives advance written authorization from Buyer and verification of any required export authorization is in place.

Supplier represents and warrants that neither Supplier nor any parent, subsidiary, affiliate, employee or sublicensee, lower-tier supplier or subcontractor (i) are located within an ITAR § 126.1 listed country, nor (ii) are included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), the Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security (BIS), the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom. Supplier shall immediately notify Buyer if Supplier's, or Supplier's lower-tier suppliers or subcontractors, status changes with respect to any of the foregoing. In the event of an anticipated change in control of Supplier involving a non-U.S. person or entity, Supplier shall provide Buyer with notice at least ninety (90) Days prior to the effectiveness of such change in control.

- D. Supplier shall include this Section 17, or equivalent provisions, in its contracts with its lower-tier suppliers or subcontractors. Supplier shall be responsible for all claims arising out of or resulting from any violation of law caused by the act or omission of Supplier's suppliers or subcontractors at any tier.

## 18 INCORPORATION OF U.S. GOVERNMENT REGULATIONS AND SUPPLEMENTAL TERMS AND CONDITIONS

- A. **U.S. Government Regulation.** If the Order placed in support of and charged to a U.S. Government prime contract or higher-tier subcontract, the provisions and clauses provided in Exhibit A and set forth in the FAR or the DFARS shall apply. Additional applicable U.S. Government provisions and clauses will be identified in the Supplemental Terms and Conditions included in the Order for non-commercial items. If so identified on the face of the Order that the U.S. Government contract is a “rated order” certified for national defense use, Supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
- B. **Supplemental Terms and Conditions.** If the Order is placed in support of a prime contract or higher-tier subcontract to a Government or other commercial End Customer, or if additional terms are required due to the nature of the work under which the Products or Services are acquired, then the clauses set forth by citation on the face of the Order and/or as an attachment to the Order, are the Supplemental Terms and Conditions and incorporated by reference into the Order with the same force and effect as though set out in full text herein.

## 19 BUSINESS ETHICS & CONDUCT

Supplier shall comply with the DZYNE's Supplier Code of Conduct (the “Supplier Code”) available on DZYNE Supplier Portal: <https://dzyne.com/suppliers-portal/>. Supplier shall ensure that its employees are aware of their contribution to Product or Service conformity, their contribution to product safety, and the importance of ethical behavior. Supplier represents and warrants that it has not participated, and will not participate, in any conduct that violates the Supplier Code. Supplier shall notify Buyer if at any time Supplier becomes aware of any actual or suspected violation of the Supplier Code.

## 20 CHANGES

- A. Buyer, by written notice and without notice to sureties or assignees, shall have the right at any time to make changes within the general scope of

this Order that affect any one or more of the following:

- 1) drawings, designs, specifications or quantities of Products and/or Services to be provided hereunder;
  - 2) statement of work or description of Services;
  - 3) method of shipment or packing;
  - 4) time or place of performance, inspection, delivery, or acceptance of Products and/or Services; and
  - 5) amount of any Buyer-furnished or customer-furnished property or facilities.
- B. If any such change causes a change in the cost of, and/or the time required for, performance of the Order, an equitable adjustment shall be made in the price or delivery schedule or both, and the Order shall be modified in writing accordingly. Any claim by Supplier for such an adjustment must be made in writing within twenty (20) Days from the date of receipt of a written order from Buyer's Purchasing Representative directing such change (or 20 Days after the expiration/termination of the suspension).
- C. Nothing in this Section 20, including any disagreement with Buyer as to any equitable adjustment, shall excuse Supplier from proceeding with the Order as changed. Any disagreement between the parties arising out of this Section 20 shall be resolved in accordance with Section 24B herein.
- D. If the Order is placed under a U.S. Government Prime Contract, any equitable adjustment hereunder shall be in accordance with the cost principles enunciated in FAR Part 31 in effect as of the date thereof (as amended).
- E. **Design changes.** Notwithstanding the foregoing, during performance of the Order, Supplier shall not make any changes in the design of goods to be furnished by Supplier under the Order without the Buyer's prior written approval. This applies whether or not there is a cost impact associated with the change and regardless of the type of

change involved, including product improvements. Any information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Supplier's rights and obligations hereunder, and shall not be the basis for an equitable adjustment, unless set forth in a writing signed by Buyer's Purchasing Representative which expressly states that it constitutes an amendment or change to the Order.

## 21 INDEMNIFICATION

- A. **Supplier Indemnity.** In addition to any other indemnification provision of this Order, Supplier shall indemnify, defend and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers (collectively, "**Indemnitees**"), from and against any and all third-party actions, demands, legal proceedings or claims (collectively, "**Claims**") for any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with any alleged or actual:
- 1) infringement by Supplier or the Products or Services, alone or in combination with other goods and services, of any Intellectual Property rights of any third-party;
  - 2) bodily injury (including death) to any person, damage to any real or tangible personal property;
  - 3) breach of any of Supplier's representations, warranties or covenants hereunder;
  - 4) violation of any applicable Law, ordinance, or regulation, arising from or related to Supplier's (or Supplier's suppliers or subcontractors) performance of work in connection with the Order
- B. **Mutual Indemnification.** Each party (the "**Indemnifying Party**") shall defend, indemnify,

and hold harmless the other party and its Indemnitees (together the “**Indemnified Party**”) from and against any Claims for Losses arising out of or in connection with the Indemnifying Party’s gross negligence, willful misconduct, or breach of its obligations under Section 15 (Proprietary Information).

- C. **Claims and Cooperation.** In the event of a Claim, the Indemnified Party shall (i) promptly notify the Indemnifying Party, (ii) tender to the Indemnifying Party sole control of the defense, (iii) at the Indemnifying Party’s expense, reasonably cooperate with the Indemnifying Party in the defense, and (iv) not settle the Claim without the Indemnifying Party’s prior written consent (not to be unreasonably withheld, conditioned or delayed). If desired, the Indemnified Party may participate in the defense with counsel of its choosing, provided the Indemnified Party is responsible for the associated costs.
- D. **Infringement Claims.** If an infringement Claim is made or appears likely to be made about a Product, Supplier shall, in addition to Supplier’s indemnification obligations set forth above, at Buyer’s option, (a) procure for Buyer the right to continue to use, market and sell the Product, (b) modify the Product so that it is no longer infringing, or (c) replace the Product with a non-infringing product.

## 22 LIMITATION OF LIABILITY

EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, BREACH OF SECTION 14 INTELLECTUAL PROPERTY OR SECTION 15 PROPRIETARY INFORMATION, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THE ORDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREUNDER.

## 23 INSURANCE

During the term of the Order and for a period of three (3) years thereafter (or such longer period as may be required by applicable Law), Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 with financially sound and reputable insurers rated “A-“ or better by AM Best. Upon Buyer’s request, Supplier shall provide Buyer with a certificate of insurance from Supplier’s insurer evidencing the insurance coverage specified in the Order. The certificate of insurance shall name Buyer as an additional insured if requested. Supplier shall provide Buyer with 30 days’ advance written notice in the event of a cancellation or material change in Supplier’s insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer’s insurers and Buyer or the Indemnitees. Should the nature of the Products or Services require, additional insurance coverage requirements will be included in the Supplemental Terms and Conditions to the Order. The Supplier shall flow the requirements of this Section 23 in all supplier or subcontractor agreements issued under the Order.

## 24 GOVERNING LAW, FORUM, AND DISPUTE

- A. **Governing Law.** This Order shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, exclusive of any provisions of the United Nations Convention on the international sale of goods and without regard to principle of conflicts of law.
- B. **Disputes and Forum.** The parties shall attempt to amicably resolve all disputes arising from or related to the Order in good faith. If the parties are unable to resolve a dispute within a reasonable time, the parties hereby consent to personal jurisdiction of the courts of the Commonwealth of Virginia with respect to any legal action to enforce this Order including these Terms and Conditions or otherwise arising under or with respect to this Order, and agree that Fairfax Circuit Court, located in the Commonwealth of Virginia, or, if applicable, the federal Eastern District Court sitting in Alexandria, Virginia, shall be sole and exclusive venue, and the Commonwealth of Virginia shall be

the sole forum, for the bringing of such action. The prevailing party shall be entitled to recover all of its reasonable attorneys' fees, expenses and costs. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS ORDER. Pending resolution or settlement of any dispute hereunder, Supplier shall proceed diligently as directed by Buyer with the performance of the Order.

- C. **Claims Against Buyer's Customer.** If Supplier asserts a claim against Buyer for either damages or an equitable adjustment in a situation where the facts constituting such claim would also support a claim by Buyer against Buyer's customer, prior to initiating any action or suit on such claim against Buyer in any court, if Buyer so authorizes, Supplier shall pursue, to exhaustion of its administrative and judicial remedies, such claim in Buyer's name and at Supplier's cost against Buyer's customer.
- D. **Claims Against the U.S. Government.** Any claims or disputes involving the U.S. Government will be governed solely by U.S. federal law. In no event shall Seller acquire any direct claim, or direct course of action against the U.S. Government except as authorized by law.

## 25 NOTICES

All notices required or permitted to be sent by either party shall be deemed sufficiently given (i) on the date of delivery when delivered by hand delivery or sent by email (with confirming receipt); (ii) on the next business day if sent via recognized overnight courier service; or, (iii) on the third business day following the date sent by certified mail, return receipt requested, to the other party at the address shown on the first page of the Order for each party and to the attention of the individual who executes the Order on behalf of the party to whom the notice is sent. Either party may designate, in writing, a different manner of address for notices under the Order.

## 26 WAIVER, SEVERABILITY AND REMEDIES

- A. The failure or delay of either party to insist on performance of any provision of the Order, or to exercise any right or remedy available hereunder, shall not be construed as a waiver of that provision, right, or remedy in any later instance.

Further, if any provision of the Order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

- B. Unless otherwise expressly stated herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies available at law or in equity.

## 27 INDEPENDENT CONTRACTOR

The parties are independent contractors and neither party is an agent, representative, partner, joint venturer or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. The employees, agents, or representatives of Supplier are not employees, agents, or representatives of Buyer for any purpose including, but not limited to, federal, state, and local tax obligations, unemployment and worker's compensation obligations, social security, and any and all other benefits.

## 28 ASSIGNMENT/CHANGE OF CONTROL

- A. Supplier shall not sell, assign, or in any manner transfer (whether by operation of law or change in control) the Order or its rights, duties, and obligations under the Order without first obtaining the written consent of Buyer. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, in the event of an approved sale, assignment or transfer as provided hereunder, Supplier shall remain liable, jointly and severally, to Buyer for all obligations arising under or resulting from the Order.

## 29 ORDER OF PRECEDENCE

- A. In the event of any inconsistency or conflict between or among the Order and the associated exhibits, attachments, addenda, or other such document incorporated into the Order, such inconsistency or conflict shall be resolved by the following descending order of precedence: (i) Typed provisions set forth the Order; (ii) Supplement Terms and Condition clauses, if and to the extent applicable; (iii) the documents incorporated by reference as attachments or exhibits to the Order including the Statement of Work and/or Specification, if applicable; (iv) these

General Terms and Conditions for Purchase; and,  
(v) all other referenced documents included in the order or attachments or exhibits.

- B. Buyer's specifications shall prevail over any specifications of Supplier. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples (whether or not approved by Buyer), and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Order, Supplier shall, before proceeding, consult Buyer, whose written interpretation shall be final and binding on the parties.

### **30 SURVIVAL**

All rights, obligations, any duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order, including but not limited to, Sections 12 (Representations and Warranties), 14 (Intellectual Property), 15 (Proprietary Information), 16 (Release of Information), 17 (Compliance with Laws), 21 (Indemnification), 22 (Limitation of Liability), 23 (Insurance), 24 (Governing Law, Forum, and Dispute), 29 (Order of Precedence), and this Section 30 (Survival) shall survive any termination or expiration of this Order and shall continue to bind the parties and their permitted successors and assigns.

### **31 ENTIRE AGREEMENT**

The Order, including these Terms and Conditions, and any attachments and documents incorporated by reference, constitutes the entire agreement between the Buyer and Supplier, and supersedes all prior representations, agreements, understandings, and communications between Buyer and Supplier related to the subject matter of the Order, whether oral or written. No amendment or modification of the Order shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both Buyer and Supplier.

## EXHIBIT A – U.S. GOVERNMENT PROVISIONS

For any Purchase Order (the “**Order**”) placed by DZYNE Technologies, LLC and its subsidiaries (including Flex Force Enterprises, LLC, High Point Aerotechnologies, Inc., Black Sage Technologies, Inc. and Liteye Systems, Inc.) (hereinafter “**DZYNE**”), in support of and charged to a U.S. Government (“**Government**”) prime contract or higher-tier subcontract for Products or Services, the following clauses shall apply. If applicable, additional Supplemental Terms and Conditions will be included as identified in the Order.

The Supplier shall comply with the following FAR and DFARS clauses, in effect on the date of the Order, which are incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisitions of products and services.

Without limiting the General Terms and Conditions for Purchase, the FAR and DFARS clauses are incorporated by reference or full text into this Order with the same force and effect as though set forth in full text unless made inapplicable by its corresponding threshold or exception. Clauses listed with a threshold value, apply at or above such threshold amount. All required and mandatory clauses must be flowed down to lower-tier suppliers or subcontractors to the lowest tier to the extent they are so referenced below.

In all such clauses, unless the context of the clause requires otherwise, the term “Contractor” shall mean Supplier, the Term “Contract” shall mean the Order, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean DZYNE and DZYNE’s authorized Representative, respectively. It is intended that the referenced clauses shall apply to Supplier in such manner as is necessary to reflect the position of Supplier as a supplier to DZYNE, to ensure Supplier’s obligations to DZYNE and to the United States Government, and to enable DZYNE to meet its obligations under its Prime Contract or higher-tier subcontract.

### FEDERAL ACQUISITION REGULATION CLAUSES

Clause	Title	Date	Threshold / Exception
52.202-1	Definitions	Jun-2020	
52.203-7	Anti-Kickback Procedures	Jun-2020	\$150,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun-2020	\$150,000
52.203-13	Contractor Code of Business Ethics and Conduct	Nov-2021	\$6,000,000 and a performance period of more than 120 days
52.203-17	Contractor Employee Whistleblower Rights	Nov-2023	
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	Excludes Commercial-off-the -Shelf (“COTS”) purchases
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov-2021	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov-2021	
52.204-27	Prohibition on a ByteDance Covered Application	Jun-2023	



Clause	Title	Date	Threshold / Exception
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition.	Dec-2023	Excludes paragraph (c)(1)
52.204-30 Alt I	Federal Acquisition Supply Chain Security Act Orders—Prohibition. - Alternate I	Dec-2023	As specified by the Contracting Officer
52.219-8	Utilization of Small Business Concerns	Feb-2024	\$750,000 / Except small business concerns
52.222-21	Prohibition of Segregated Facilities	Apr-2015	
52.222-26	Equal Opportunity	Sep-2016	\$10,000 / Except foreign organizations where the workers are recruited outside of the United States. See FAR <a href="#">22.807</a> .
52.222-35	Equal Opportunity for Veterans	Jun-2020	\$150,000 / except for awards to State and local governments, and foreign organizations where the workers are recruited outside of the United States.
52.222-36	Equal Opportunity for Workers with Disabilities	Jun-2020	\$15,000 / except for foreign organizations where performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island
52.222-37	Employment Reports on Veterans	Jun-2020	\$150,000 / except for awards to State and local governments, and foreign organizations where the workers are recruited outside of the United States.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-2010	\$10,000 / except for work performed exclusively outside the United States
52.222-50	Combating Trafficking in Persons	Nov-2021	Requirements under paragraph (h) of this clause apply only to any portion of the subcontract that- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$550,000.
52.222-50 Alt I	Combating Trafficking in Persons - Alternate I	Mar-2015	Alternate I applies when the contract will be performed outside the United States (as defined at 22.1702)
52.222-54	Employment Eligibility Verification	May-2022	\$3,500 / Except for work performed exclusively outside the United States
52.222-55	Minimum Wages under Executive Order 13658	Jan-2022	Except for work performed exclusively outside the United States



Clause	Title	Date	Threshold / Exception
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan-2022	Except for work performed exclusively outside the United States
52.224-3	Privacy Training	Jan-2017	Excludes COTS purchases and subcontracts with no access to system of records
52.224-3 Alt I	Privacy Training – Alternate I	Jan-2017	Excludes COTS purchases
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar-2023	Except subcontracts for other than small business concerns
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov-2024	
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	Nov-2021	Except FOB Origin commercial products or commercial services

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dfars>

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CLAUSES**

Clause	Title	Date	Threshold / Exception
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Dec-2022	
252.204-7000	Disclosure of Information	Oct-2016	



Clause	Title	Date	Threshold / Exception
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Jan-2023	Excludes COTS purchases
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	May-2024	Excludes COTS purchases; applies only if performance will involve covered defense information.
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	May-2016	
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	Nov-2023	Excludes COTS purchases; applies when 252.204-7012 is applicable
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Nov-2023	Excludes COTS purchases; applies when 252.204-7012 is applicable
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	Jan-2023	Excludes COTS purchases; applies when 252.204-7012 is applicable.
252.211-7003	Item Unique Identification and Valuation	Jan-2023	
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Dec-2018	
252.225-7013	Duty-Free Entry--Basic	Apr-2020	
252.225-7048	Export-Controlled Items	Jun-2013	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	May-2024	
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Jan-2023	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Jun-2023	
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015)	May-2020	
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-00001)	Aug-2020	\$50,000
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Jan-2023	\$500,000



Clause	Title	Date	Threshold / Exception
252.227-7015	Technical Data–Commercial Products and Commercial Services	Mar-2023	
252.227-7016	Rights in Bid or Proposal Information	Jan-2023	
252.227-7019	Validation of Asserted Restrictions--Computer Software	Jan-2023	Except non-software purchases.
252.227-7037	Validation of Restrictive Markings on Technical Data	Jan-2023	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	Nov-2023	
252.246-7003	Notification of Potential Safety Issues	Jan-2023	
252.247-7023	Transportation of Supplies by Sea - Basic	Oct-2024	