WIPRO GIVON USA, INC.
Purchase Order Terms and Conditions

Clause 1 – DEFINITIONS

Capitalized terms used herein shall have the meaning ascribed to them below or as defined in the following Clauses:

"***Buyer***" means the legal entity issuing an order, which legal entity is Wipro Givon USA, Inc.
"***Buyer Materials***" means any and all materials (whether in raw, partially treated or finished or treated or finished form), samples, models, tooling, dies, jigs, fixtures, plans, designs, specifications, software, drawings, technical or other information, intellectual property rights, contract rights or other tangible or intangible things provided by Buyer to Seller for Seller's use in fulfillment of this Order paid for by Buyer (in addition to the price of the Products) or, if specified on this Order or by mutual agreement in writing, to be paid for by Buyer (in addition to the price of the Products).

"***Contracting Officer***" means a U. S. Government Contracting Officer for a Prime Contract.

"***Order***" means any purchase order issued by a Buyer to Seller, whether issued electronically, by fax, in writing or other means, referencing these Terms.

"***Prime Contract***" means any contract between Wipro Givon USA, Inc. or any of its customers, on the one hand and the United States Government, on the other hand, under which this Order is issued and as may be specified on the Order.

"***Product(s)***" means the good(s) and/or service(s) described in this Order.

"***Seller***" means the person or business entity to which this Order is placed by Buyer.

"***Seller Materials***" means any and all materials (whether in raw, partially treated or finished, or treated or finished form), samples, models, tooling, dies, jigs, fixtures, plans, designs, specifications, software, drawings, technical information, intellectual property rights, contract rights or other tangible or intangible things required by Seller to supply the Products to Buyer in accordance with these Terms, except Buyer Materials.

"***Term***" means the period commencing upon the date this Order is accepted pursuant to Clause 3 and ending when all of Seller's obligations under this Order have been fully satisfied in accordance with these Terms, unless another period is specified in this Order.

"***Terms***" means these Wipro Givon USA, Inc. Purchase Order Terms and Conditions.

Clause 2 – ALL ORDERS INCLUDE THESE TERMS

These Terms are incorporated into each Order that Buyer issues to Seller as if they are fully written in the Order. Each reference to "this Order" in these Terms means and shall be interpreted as "this Order (including these Terms)," unless specified herein to the contrary.

Clause 3 – AGREEMENT/ACCEPTANCE/MODIFICATIONS
This Order is Buyer's offer to buy from Seller the Products that are the subject of this order. Seller shall be deemed to have accepted this Order upon the first to occur of: (i) Seller's express acknowledgement or acceptance of this Order, (ii) Seller's failure to reject this Order in writing within five (5) business days after receipt, (iii) Seller's commencement of manufacturing any Products that are the subject of this Order, and (iv) delivery of any of the Products pursuant to this Order. EACH MODIFICATION TO THIS ORDER OR THESE TERMS (INCLUDING ANY PURPORTED DELETION, ADDITION OR MODIFICATION TO THEM IN SELLER'S ACCEPTANCE THEREOF OR IN ANY SUBSEQUENT SHIPPING, INVOICE OR OTHER DOCUMENTATION SENT BY SELLER) ARE HEREBY REJECTED BY BUYER AND SHALL NOT BE BINDING ON BUYER UNLESS SUCH DELETION ADDITION OR MODIFICATION IS SPECIFICALLY ACCEPTED IN WRITING (OR AUTHENTICATED IF THESE TERMS FORM PART OF AN ELECTRONIC ORDER) BY BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE. IF

BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE SPECIFICALLY ACCEPTS ANY DELETION, ADDITION OR MODIFICATION OF THESE TERMS, THEN ONLY THE PORTION THERE OF SPECIFICALLY ACCEPTED SHALL BE BINDING UPON THE PARTIES, AND ALL OTHER PORTIONS NOT SPECIFICALLY ACCEPTED BY SUCH REPRESENTATIVE ARE REJECTED AND DO NOT FORM PART OF THIS ORDER.

Clause 4 – CHANGES TO THIS ORDER

(A) Subject to the other provisions of this Clause 4, Buyer may by written notice make changes within the general scope of this Order to any one or more of the following: (i) drawing, designs or specifications for any of the Products; (ii) method of shipment or packaging; (iii) place of inspection, delivery or acceptance; (iv) amount of Buyer Materials; (v) quantity of any one or more of the Products; and (vi) delivery schedule.

(B) Seller shall proceed immediately to perform this Order as changed by Buyer. If any such change is the sole cause of a material increase or decrease in the cost of, or delivery time for, the supply of any Products under this Order, then, except as otherwise provided for in Clause 4(C) below, Seller (in the case of an increase) or Buyer (in the case of a decrease) shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both, as applicable; provided, however, that for Seller to qualify for such an adjustment, Seller must assert a claim for such adjustment within twenty one (21) calendar days from the date of receipt by Seller of such notice of change from Buyer and thereafter demonstrate, in reasonable detail, the impact of such change on the cost or delivery time of the Product(s) alleged to be so affected and that all of such impact was caused by such change. Seller shall proceed with the change pending resolution of any dispute over whether Seller is entitled to an adjustment for the change.

(C) Notwithstanding paragraphs (A) and (B) above, Buyer may make changes to this Order delivery schedule without cost impact; provided that Buyer provides a minimum four (4) week notice, unless otherwise agreed to in writing, to Seller for any delivery schedule acceleration or deceleration.

(D) Seller shall, at no cost to Buyer, use best efforts to support any changes required by Buyer within the notice period set forth above.

(E) Nothing in this Clause 4 shall excuse Seller from proceeding with this Order as changed.

(F) Seller has no authority to deviate from the written contract and cannot make any changes to product or processes (including drawings, data, specifications, processes, etc.) without obtaining formal authorization in writing from the Buyer to make the proposed changes.

Clause 5 – STOP WORK NOTICE

(A) When directed by written notice from Buyer, Seller shall immediately stop all or part of the work relating to this Order for the Products and duration specified in the notice ("***Stop Work Notice***"); *provided, however, that* Buyer may not issue a Stop Work Notice for a period of more than one hundred eighty (180) calendar days from the date of the notice without the written consent of Seller.

(B) If Buyer cancels a Stop Work Notice or if the period therein or in any agreed extension there of expires, then Seller shall resume work under this Order, and Buyer and Seller will agree upon a reasonable adjustment in the delivery schedule, which shall be approximately the time then remaining to fulfill this Order, on a Product by Product basis, when the Stop Work Notice was issued. In no event shall such adjustment exceed 30% more than such amount of time. A Stop Work Notice shall not affect the applicable pricing for any of the Products in this Order.

Clause 6 – TERMINATION FOR CONVENIENCE

(A) Buyer may, by written notice to Seller, terminate for its convenience the whole or any part of this Order. A partial termination of this Order has no effect on the portion of this Order not terminated. Upon receipt of any such notice of termination, the Seller shall:

(i) immediately cease all work under the portion of this Order so terminated, including but not limited to the further manufacture and procurement of materials for the fulfillment of the terminated portion of this Order;

(ii) unless instructed to the contrary in the termination notice, receipt of such notice, deliver to Buyer all Products that are the subject of the termination, whether such Products are then

completed or are partially completed and all Buyer Materials and Seller Materials, in each case to the extent associated with such terminated portion of the Order; and

(iii) within thirty (30) days after receipt of such notice, provide Buyer documentation describing the status of all Products (including the degree to which each Product was finished), the inventory and procured cost of Seller Materials and the inventory of Buyer Materials (if any), in each case, at the time of receipt of the termination notice.

Promptly after receipt of the report issued by Seller in accordance with Clause 6(A)(iii), Buyer and Seller will discuss, and Seller shall be entitled to, an equitable termination fee for the terminated portion of this Order equal to the lesser of (iv) the total price ofthe Products that were the subject of the terminated portion of this Order and (v) the sum of (a) the applicable price of any fully completed Products requested by Buyer to be delivered to Seller and so delivered, (b) Seller's actual direct cost associated with all completed Products not requested to be delivered to Buyer, (c) Seller's actual direct cost associated with all works in process at the time of termination, and (d) Seller's actual direct cost associated with all Seller Materials not coverable; provided, however, that Seller shall not be entitled to any such fee for any material or work-in-process (WIP) that is not received or completed by Seller within Seller's quoted and/or published order lead-time.

Clause 7 – TERMINATION FOR DEFAULT

(A) If the Seller is in default in carrying out any of its obligations under this Order, Buyer may give the Seller notice of default. The Seller shall have ten (10) calendar days (or more if authorized in writing from the Buyer) from the date of receipt of such notice in which to cure the default or to satisfy the Buyer that such default shall be cured within a period of time acceptable to the Buyer. Upon failure to cure the default, Buyer may give the Seller written notice of termination of all or part of this Order.

(B) Where the Seller becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Seller, or an order is made or a resolution passed for the winding up of the Seller, the Buyer may, upon giving written notice to the Seller, immediately terminate for default the whole or any part of this Order.

(C) Upon the giving of a notice provided for in paragraph (A) or (B), the Seller shall have no claim for further payment for the portion of the Order terminated other than as provided in this Clause 7, but Seller shall be liable to the Buyer for all direct losses and direct damages which may be suffered by the Buyer by reason of the default, including any increase in the costs incurred by the Buyer in procuring the Products from another source. Nothing in this Clause 7 affects any obligation of the Buyer under law to mitigate damages, and Seller shall proceed with the portion of this Order not terminated.

(D) With respect to the portion of this Order terminated for default, the Buyer may require the Seller to transfer the title and deliver, as directed by the Buyer, any (i) completed Products, (ii) partially completed products, and (iii) Seller Materials that the Seller and its subcontractors have specifically produced or acquired for such portion of this Order. Upon direction of the Buyer, the Seller shall also protect and preserve all Buyer Materials in its possession.

(E) The Buyer shall pay the Order price for completed Products delivered and accepted pursuant to Clause 7(D). The Seller and Buyer shall agree on a reasonable amount of payment for Seller Materials delivered and accepted. Failure to agree will be a dispute to be resolved pursuant to Clause 21. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss because of outstanding liens or claims of former lien holders against Seller or the Products and Buyer's estimate of excess re-procurement costs due the Buyer.

Clause 8 – EXCUSABLE DELAY

(A) A delay in the performance by the Seller of any obligations under this Order which is caused by an event which (i) is an act of God, act of Government, fire, riot, war, or any other event which constitutes a superior force and is beyond the reasonable control of the Seller, (ii) interferes with the performance of

Seller's obligations under this Order, and (iii) the effects of which could not reasonably have been avoided by the Seller shall, subject to the provisions of this Clause 8, constitute an "Excusable Delay." Lack of financial resources of the Seller or its subcontractors and labor disturbances, including strikes/lock-outs experienced by the Seller or its subcontractors, are not Excusable Delay.

(B) To claim an Excusable Delay, the Seller shall, by written notice to the Buyer, advise of the occurrence of an event that has resulted or is likely to result in an Excusable Delay and take all reasonable steps to avoid or remove the cause of such delay and provide the Buyer with a reasonable corrective action plan within ten (10) calendar days of such facts coming to the attention of Seller.

(C) In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. In no event shall the delivery date be extended by a time period longer than the time period in which the Excusable Delay was in effect. No adjustment will be made to this Order price; adjustment to the delivery schedule is the exclusive remedy of the Seller in the case of an Excusable Delay.

(D) Notwithstanding the above, after an Excusable Delay has continued for a period of thirty (30) calendar days, the Buyer may terminate this Order or any portion thereof in accordance with Clause 7.

Clause 9 – BUYER MATERIALS

(A) Except as otherwise provided herein, Seller shall not use, reproduce, or disclose for the benefit of any party other than Buyer, any Buyer Materials. Seller shall not use the Buyer Materials to produce or manufacture products, other than the Products, without prior written authorization from Buyer.

(B) As between Buyer and Seller, title to Buyer Materials shall be and remain with Buyer at all times. Seller shall bear the risk of loss, damage or destruction of the Buyer Materials and shall promptly replace or repair, without expense to Buyer, any of the Buyer Materials which are lost, damaged or destroyed by Seller. Seller shall provide an inventory of each Buyer Material as requested by buyer from time to time. All Buyer Materials shall be returned to Buyer upon termination or completion of this Order unless Buyer shall direct otherwise in writing.

(C) Seller acknowledges that Buyer Materials may be unique and proprietary and that monetary damages may be inadequate to compensate Buyer for Seller's breach of this provision. Accordingly, in addition to any other remedies available to Buyer under this Order, or at law or in equity, Buyer will be entitled to seek injunctive relief to enforce the terms of this Clause 9.

(D) Unless otherwise stated in this Order, invoices for tooling to be paid for by Buyer will not be processed and payment for such tools will not be due until Buyer has accepted Products produced from such tools. If applicable to this Order, all tools furnished or paid for by Buyer and lost, damaged or destroyed by Seller shall be charged to the Seller at replacement value.

Clause 10 – INTELLECTUAL PROPERTY

(A) Any copyright, trademark, trade secret, software, data, idea, concept, process, formula, invention system, report or other intellectual property resulting from any Seller work performed for this Order, shall be the sole property of Buyer. To the maximum extent permitted by law, any and all of the foregoing that constitutes copyrightable subject matter shall be deemed "work made for hire" under 17 U.S.C. §101. To the extent any of the foregoing is not deemed a "work made for hire," then Seller agrees to assign and hereby assigns to Buyer any interest Seller may have in such intellectual property and Seller and its employees and contractors hereby waive any economic or moral rights relating to such intellectual property. Seller shall, and shall cause its employees and contractors to, promptly execute and deliver to Buyer any documentation reasonably requested by Buyer to further document ownership consistent with this Clause.

(B) With respect to any software contained within or required to use the Products, unless otherwise agreed in writing by the parties, Seller grants to Buyer a fully paid-up, worldwide, irrevocable and non-terminable license under all intellectual property rights owned by or licensed to Seller or any of its affiliates in such software and its related documentation, including, without limitation the rights to reproduce, distribute, create derivative works, display publicly, make, use, sell, offer for sale and import such software and documentation, in whatever form provided or stored, and products and processes incorporating or made using such software or documentation. The foregoing license includes the right to sublicense to affiliates and contractors of Buyer. Such software and documentation constitute "intellectual property" as defined by 11 U.S.C. §101 and Buyer is entitled to all of the benefits of the U.S. Bankruptcy Code in connection there with, including to the extent not in the possession of Buyer, the right to request and receive the source code form of such software to the extent reasonably requested by Buyer to exercise the rights licensed to it hereunder.

(C) With respect to any Seller Materials that constitute copyrighted subject matter, Seller grants to Buyer a fully paid- up, worldwide, irrevocable, and non-terminable license under all intellectual property rights owned by or licensed to Seller or any of its affiliates in such subject matter, including without limitation, the rights to reproduce,distribute, create derivative works of, display and perform publicly such subject matter, in whatever form it is kept, stored or provided. Such license includes the right to sublicense to affiliates and contractors of Buyer.

(D) Buyer grants to Seller a license under all of Buyer's intellectual property rights in the Buyer Materials to use such materials to the limited extent strictly necessary for Seller to supply the Products to Buyer in accordance with this Order. Except as provided in the preceding sentence, Buyer does not grant to Seller any rights under any of Seller's or its affiliates' intellectual property rights, by implication, estoppel or otherwise, and Seller reserves all such rights for itself.

Clause 11 – QUALITY CONTROL/INSPECTION

(A) In addition to any specific quality assurance requirements stated in this Order, Seller shall provide and maintain a Quality Control System in accordance with the revision of ISO--9001 or AS/EN-9100 in effect as of the date of this Order or maintain a system approved by the Buyer, which includes quality systems for Seller's design requirements, if applicable. Seller's system shall also be in compliance with the requirements of the Seller's civil airworthiness authority and, as applicable, the Buyer's and Buyer's customers' quality requirements and specifications referenced in this Order. Seller agrees to permit Buyer, Buyer's customers, U.S. Government or other outside regulatory agencies to survey Seller's facilities to review contracted product, Seller's procedures, practices, processes, records, subcontracts and other related documents to determine acceptability. Seller shall provide, at no charge to Buyer, appropriate facilities and assistance to allow the Buyer, Buyer's customers, U.S. Government or other outside regulatory agencies to perform quality control/inspection activities hereunder.

(B) All Products are subject to inspection by Buyer at destination, notwithstanding any payment or prior inspection at Seller's point of shipment. The inspection will be made within a reasonable time, not to exceed ninety (90) calendar days after receipt of the Products. Buyer shall notify Seller if any Products received by Buyer are rejected, and such Products may be returned to Seller at Seller's risk and expense at Buyer's discretion. Inspection and tests by Buyer do not relieve the Seller of responsibility for costs of additional testing or for defects or other failures to meet this Order's requirements, including but not limited to latent defects or gross mistakes amounting to fraud.

(C) The Seller shall notify Buyer of all defects and nonconformance related to the product, however, any such notice shall not be deemed to allow the shipping of nonconforming or deviated parts.

(D) The Seller shall have an effective program for investigation, corrective action, and follow-up for

rejections initiated by the Seller or Buyer. When the Buyer discovers discrepancies for which the Seller is responsible, the Buyer may forward a request for corrective action to the Seller for action and response. The Seller's response shall be returned to the Buyer within the requested time frame, and shall include the causes of the discrepancy, the positive corrective action(s) taken to prevent recurrence, and the corrective action effective date.

(E) The Seller is responsible for complying with quality system requirements noted herein and for meeting quality performance expectations. Failure to comply with quality system requirements or to achieve an acceptable quality performance level may result in an on-site audit or additional source inspection oversight being initiated by Buyer, at Seller's expense. Buyer reserves the right to debit Seller accounts to compensate for inspection or related activities that take place as a result of Buyer directed inspections, including source inspections being by-passed by the Seller.

(F) The Seller shall maintain Quality Records, including traceability throughout all stages of manufacturing. No Quality Records shall be destroyed without the written consent of Buyer or its designee.

Clause 12 – WARRANTY

(A) Seller warrants that all Products delivered under this Order: will, for thirty-six (36) months after delivery to Buyer's customers, conform to the specifications, drawings, samples, examples, trials, demonstrations, representations and descriptions thereof furnished to or by Buyer; are merchantable, of good material and workmanship and free from defects in design and manufacture; are suitable for the purpose intended; and are free and clear of all liens and security interests. Any Product delivered under this Order not meeting all of the foregoing criteria are ***"Defective Products."***

(B) Defective Products may be returned to Seller at Seller's expense for repair, replacement or credit at Buyer's option. If Buyer elects to have the Defective Products repaired or replaced, Seller shall do so as promptly as possible, but not later than twenty (20) days after Buyer's notice thereof. Buyer may offset from any amounts due to Seller the amount of actual freight charges incurred in shipping Defective Products between Buyer and Seller. Buyer may perform any necessary repair to Defective Products at its own facility and charge the reasonable cost thereof to Seller.

(C) Without harming any other right of the Buyer according to this Purchase Order or according to applicable laws, Seller agrees to compensate the Buyer for all damage or loss caused or that shall be caused due to defective products provided, unless the Seller proves the defective product provided was not their fault.

Clause 13 – BOOKS AND RECORDS

Seller shall provide authorized representatives of Buyer reasonable access to Seller's books, records and data that permits the adequate evaluation of cost data, direct materials, labor hours and incorporated rates used to arrive at the price of Products or any of Seller's proposals for costs or prices pursuant to Clauses 4(B), 6(B)(ii), 7(E) or 9. At Buyer's request, Seller shall provide copies of collective labor agreements to which Seller is a party, if any, and Seller's audited company financial statements. Seller shall keep and maintain all books and records relating to the supply of Products hereunder for at least ten (10) years or such longer time required by applicable law or specified in this Order.

Clause 14 – PRICES, PAYMENT AND DISCOUNT

(A) Payment by Buyer will be made at the terms agreed to between Buyer and Seller or up to (90) days from the later of the following: (i) the date of acceptance of the products or (ii) from the

Buyers receipt of an invoice issued in conformance with the requirements of this order. Any payment discounts will be calculated from the same date. Discount terms shall be clearly stated on the face of each invoice.

(B) Buyer shall have the right of set-off of any amounts due from Seller to Buyer hereunder against any payments due by Buyer or at issue under this Order or any other Order or agreement between Buyer and Seller. Buyer may withhold from payment to Seller in an amount sufficient to reimburse Buyer for any loss, damage, expense, cost or liability relating to Seller's failure to comply with any requirements of this Order orany other Order or agreement between Buyers and Seller.

Clause 15 – INVOICING, PACKING AND SHIPPING

(A) Separate invoices indicating Order number, Packing Slip number (If applicable), line item number(s), quantity, unit price and extended value are required for each shipment under this Order. At the time(s) specified on the face of this Order, or, if not specified, then the date of shipment, Seller shall mail one copy of the invoice to the location specified for invoices on the face of this Order.

(B) Seller shall comply with the shipping and routing instructions shown on this Order. Premium transportation will be paid by Buyer only when specifically authorized by Buyer. If delays caused by the Seller result in the need for expedited transportation, the additional costs for the expedited transportation is the sole responsibility of the Seller. All shipments entirely within the U.S.A. shall be F.O.B. Buyer's specified destination and all international shipments shall be DDP (Incoterms 2020) Buyer's specified destination, unless otherwise specified on the face of this Order.

(C) A packing list must accompany each shipment under this Order. The location of the packing slip must be clearly marked on the container. The complete Order number must appear on all shipping documents.

(D) Each Product container of each shipment will be identified with Order Number, part number and quantity of each part number. When multiple Orders or Products are combined in one container, they must be separately packaged inside that container and the packages identified as to Order number, part number and quantity of each part number.

(E) All Products must be suitably packaged and prepared for shipment to withstand normal transportation and stocking functions. Containers and packaging used must be in compliance with best commercial practices and any special requirements indicated or referenced on the face of this Order.

(F) Test reports, x-rays, certificates and other supporting documents must accompany each shipment when required by this Order.

(G) Seller shall not combine shipments destined for different Buyer facilities or destinations on the same Bill of Lading or in the same container.

(H) Products will be marked in such a manner as to be readily identifiable with the part number reflected on this Order. If applicable to this Order, kits, assemblies and all parts consisting of multiple Products, that is, hard ware, pins, gaskets, etc., must be unit packaged as a complete unit and so identified. If the Product is individually packaged, the package will be marked as a single unit of the part number. Single Products too small to be separately packaged or identified will be separated into lots and tagged or bagged. Proper markings corresponding to the Order description and part number shall be applied to the tags and/or bags for handling and storage purposes.

(I) When required by Buyer, Seller will provide bar coded shipping labels with each shipment.

(J) Each shipment shall include a certificate of origin and country of manufacture and a certificate of compliance stating that the Products conform in all respects to their applicable warranties. Certificates must be signed by Seller's authorized quality representative.

Clause 16 – DELIVERY

(A) Seller shall be responsible for the Products covered by this Order until they are received at the destination point specified on the face of this Order. If Products are received more than five (5) business days ahead of specified schedule, Buyer may either keep the Products and make payment as if the delivery was made per the specified delivery or return the Products to Seller at Seller's expense. The delivery dates contained in this Order are the dates that the Products are required on dock at the specified destination.

(B) Time is of the essence in performing this Order. Should Seller experience or anticipate any delay in performing this Order, Seller shall immediately notify Buyer in writing of such delay, its expected duration, the reasons thereof, the action being taken to mitigate such cause of non-delivery and when on-schedule status will be regained. Neither such notification nor an acknowledgment by Buyer shall constitute a waiver of this Order's specified delivery schedule or of any rights or remedies of Buyer under this Order. The delivery schedule shall not be modified unless the parties do so in writing or as otherwise provided in Clause 4. Seller shall be liable for any direct damages resulting from a delay in delivery, and Seller shall, at its expense, take whatever reasonable action is necessary, with or without Buyer's request, to meet such schedules as set forth herein or to recover to the maximum extent possible any delay in meeting such schedules. Such reasonable action by Seller shall include, but not be limited to, expedited shipment.

Clause 17 – ASSIGNMENT

Except as provided in this Clause 17, neither this Order nor any interest herein nor any claim hereunder may be assigned by Seller without the prior written consent of Buyer. An assignment without Buyer's written consent is ineffective and void. Consent, if any, by Buyer shall not be deemed to relieve Seller of its obligations to comply fully with the requirements of this Order. Seller may, however, without Buyer's consent, assign the rights to be paid monies due or to become due to a financing institution if the following conditions are met: (i) Buyer shall continue to have the right to exercise any and all of its rights under, settle any and all claims arising out of, and enter into amendments hereto, without notice to or consent of the assignee; (ii) the entire amount of said monies is assigned to a single assignee and (iii) Buyer is given notice of the assignment and all invoices submitted by Seller contain adequate reference to the assignment.

Clause 18 – PUBLICITY; CONFIDENTIALITY

(A) Seller shall not advertise or publicize without Buyer's prior written consent, in any medium, including, without limitation, any print, broadcast, direct mailing, or any internet web site maintained by or for Seller, the fact that Seller is a supplier of products or services to Buyer. Seller shall not, and shall cause its subcontractors, suppliers and agents not to, without Buyer's prior written consent: (i) use Buyer's name, photographs, logos, trademarks, or any other identifying information in any such medium; (ii) use (except to communicate with Buyer or its affiliates) any internet domain names, metatags or electronic mail addresses containing "Wipro Givon USA, Inc.," "Wipro" or the name of any product or service for which Buyer owns the trademark; or (iii) provide a link to any domain name or internet address registered to Buyer or any of its affiliates.

(B) Seller and Buyer shall treat all information exchanged between them related to this Order in accordance with the non-disclosure or confidentiality agreement between the parties effective as of the date of this Order, if such agreement exists. If no such agreement exists, then Seller agrees not to, without the prior written consent of Buyer, (i) disclose any Buyer Materials or

other information provided by Buyer to Seller in connection with this Order to any third party, except to the limited extent required by applicable law and then only pursuant to a protective order that provides suitable restriction on disclosure, or (ii) use any of the foregoing other than as strictly necessary to fulfill Seller's obligations to Buyer under this Order.

(C) Everything owned by Buyer pursuant to Clause 10 – Intellectual Property is the confidential information of Buyer, whether or not marked as such and whether or not originating from Buyer or Seller. Seller shall not use any such Buyer confidential information for any purpose other than fulfillment of Seller's obligations to Buyer under this Order or any other order or agreement between Seller and Buyer. Seller shall not, without the advance written consent of Buyer, disclose such Buyer confidential information to any person or entity other than Seller's employees having a need-to-know such information for the foregoing purpose.

Clause 19 – INDEMNIFICATION

Seller shall indemnify Buyer, its directors, officers and employees for each and every liability, loss, cost, claim, damage or expense including, but not limited to, reasonable attorneys' fees, of Buyer incurred relating to (i) any alleged or actual property damage or personal injury arising out of, as a result of, or in connection with the work performed in connection with this Order due to any act or omission of Seller or its employees, agents, subcontractors or lower tier subcontractors, (ii) any breach of any representation, warranty or covenant of Seller in this Order, and (iii) any claim that any of the Products or Seller's manufacture or supply thereof is defective in design or infringes or otherwise violates the intellectual property rights of any person or entity, except to the extent any such claim is based upon a design of a Product specified by Buyer.

Clause 20 – INSURANCE

(A) Seller shall maintain insurance coverage in amounts not less than the following: (i) Workers' Compensation- Statutory Limits for the state or states in which this Order is to be performed (or evidence of authority to self-insure); (ii) Employer's Liability-$250,000; (iii) Comprehensive General Liability (including Products/Completed Operations) —
$2,000,000 per person, $2,000,000 per occurrence Personal Injury, and $2,000,000 per occurrence Property Damage, or
$2,000,000 per occurrence Personal Injury and Property Damage combined single limit and Blanket Contractual Liability-
$5,000,000 per person, $5,000,000 per occurrence Personal Injury, and $5,000,000 per occurrence Property Damage, or
$5,000,000 per occurrence; and (iv) Automobile Liability (including owned, non-owned and hired vehicles)-$1,000,000 per person, $1,000,000 per occurrence Personal Injury and $1,000,000 per occurrence Property Damage or $1,000,000 per occurrence Personal Injury and Property Damage combined single limit.

(B) At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting of the amount(s) of coverage, policy number(s) and date(s) of expiration of insurance maintained by Seller. Such certificates will provide that Buyer shall receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of itsobligations or liabilities under this Order.

(C) If Seller fails to comply with any of the insurance requirements or if any of the insurers fails to pay a claim covered by the insurance or otherwise fails to meet any of the insurers' obligations, Seller shall provide the same protection as that required by this Clause

Clause 21 – DISPUTES; APPLICABLE LAW AND VENUE

(A) In the event of any dispute arising in connection with this Order, a vice president or equivalent executive from each of the parties shall promptly attempt to resolve the dispute. If such representatives cannot resolve the dispute within five (5) business days after the initial allegation was first made in writing, then the dispute may be filed in the proper court for disposition pursuant to this Clause 21.

(B) Pending final resolution of any dispute or appeal hereunder, the Seller shall proceed diligently with the performance of this Order if requested by the Buyer. If the dispute arises out of a difference in interpretation between the parties as to the performance requirements of this Order, then Seller shall continue performance as determined by the Buyer.

(C) If this Order is issued pursuant to a U.S. Government prime contract, this Order including these terms and conditions shall be construed and applied in accordance with the Federal common law of Government contracts. To the extent that the Federal common law of Government contracts is not dispositive or this Order is not issued pursuant to a U.S. Government contract, this Order shall be governed by and construed exclusively under the laws of the State of Washington, excluding its choice of laws rules.

(D) Both Buyer and Seller hereby submit to the exclusive jurisdiction and venue of the state and federal courts of competent jurisdiction in Everett, Washington. The above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit involving this Order may be filed. Buyer and Seller shall not challenge such jurisdiction and venue on any basis and waive their respective rights to do so.

(E) No remedy specified in these Terms shall be deemed an exclusive remedy. Each party shall be entitled to each and every remedy available under law or in equity for any breach hereof in addition to any remedy specified herein for a particular breach.

Clause 22 – GENERAL

(A) If any provisions of this Order are deemed void or unenforceable, the parties desire that the other provisions shall remain valid and enforceable. Waiver of one or more provisions of this Order by Buyer shall in no way act as a waiver of any other provision here in.

(B) In the event of any inconsistency among the provisions of this Order hereunder, such inconsistency shall be resolved by giving precedence in the following sequence: (i) provisions on the face of the purchase order that initiated this Order: (ii)

(C) Any specifications, drawings or other documents incorporated by reference in such purchase order; (iii) any revisions thereto mutually agreed to in writing; (iv) any applicable terms of any long-term supply agreement applicable to this Order any amendments thereto: (v) any additions, deletion or modifications to these Terms accepted in accordance with Clause 3; and (vi) these Terms.

(D) This Order, including the documents referenced in Clause 22(B), constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any purchase and sale of Products under this Order.

(E) Seller is an independent contractor in all its operations and activities under this Order. Seller is responsible for all obligations and reporting requirements covering social security, unemployment insurance, worker's compensation, income tax, and any other reports, payments or deductions required by local, state, or federal law or regulation in connection with its activities under this Order. Neither party is granted, expressly or impliedly, any right or authority to create any obligation or liability on behalf of or in the name of the other party.

Clause 23 – Notifications

Seller shall provide status on labor contracts and pending negotiations, including that of the Seller's Supply Chain, except where prohibited by law.

Clause 24 – Business Conduct

(A) Compliance with Laws. Seller shall comply with all legal requirements, including laws, statutes, ordinances, rules, regulations, and orders, applicable to its performance under these Terms and Conditions. Seller shall (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including legislation Implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" and other anti-corruption and anti-bribery conventions; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended ("FCPA") (15 U.S.C §§78dd-1, et. Seq.), regardless of whether Seller is within the jurisdiction of the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any money or anything of value received from Buyer to a non-U.S. public official or any Person in violation of the FCPA or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

(B) Gratuities. Seller (or any agent or representative of Seller) will not offer or provide any gratuities to any employee of Buyer. Seller is prohibited from providing, offering, attempting to offer, soliciting, or accepting kickback. Seller shall have and follow procedures designed to prevent and detect possible violations, shall report in writing any violation to Buyer's senior management and shall cooperate fully with any Government agency investigation a possible violation.

(C) Seller understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be a violation of the provisions of the U.S. Foreign Corrupt Practices Act (hereinafter: "Anti-bribery Laws"). In addition, seller shall promptly report to the customer of any incident of breach or potential breach of this section. Additionally, seller shall indemnify, save and hold harmless the customer, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by the seller.

Wipro Givon USA shall have the right to terminate this purchase order with immediate effect, without liability whatsoever, if the seller is in breach of this obligation.

Wipro Givon USA shall have the right to audit the seller's compliance with this undertaking at reasonable business hours and after giving reasonable notice.

Wipro Givon USA Inc. is part of Wipro Group which has a Core of Business Conduct (COBC), and it is published on the website, and Wipro Givon USA Inc. expects the supplier to act in accordance with it – https://wiproenterprises.com/cobce/; https://wiproenterprises.com/ombuds-policy/. Seller can lodge a complaint in the link: https://wipro.i-sight.com/landing-page.

(D) Code of Basic Working Conditions and Human Rights. Wipro Givon USA, Inc. is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its operations and believes employment should be voluntary, and the terms of employment must comply with applicable laws and regulations. Wipro Givon USA, Inc. is opposed to slavery, human trafficking, forced labor and child labor, and we are committed to complying with applicable laws prohibiting such exploitation. Seller agrees to conduct operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety, and environment protection.

(E) Seller facility. Seller shall not move Seller's location for the work to be performed under this Order to another facility without Wipro Givon USA, Inc. prior written approval.

Clause 25 – DRAWBACK

All drawback of duties, and rights thereto, related to duties paid by Seller, sub-tier supplier, or Buyer when the Goods or any materials or components used in manufacturing of the Goods that are imported will accrue to the exclusive benefit of the Buyer (Wipro Givon). Seller will provide Buyer or any approved third party with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Buyer in support of any drawback claim and respond to customer authorities' inquiries.

Clause 26 – OFFSET CREDIT / FOREIGN SUBCONTRACTS

Buyer represents that its business base consists, in part, of international orders, and that it must, from time to time, enter into international offset agreements to secure such orders. To the extent that the Products ordered hereunder are components of Buyer's products/systems sold to a foreign nation or concernor are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products/systems sold to a foreign nation or concern, and in recognition that such sale results directly or indirectly in business opportunities, sales or revenue for the Seller, the Seller agrees to cooperate with Buyer in the fulfillment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge, a proportionate share of said offset obligation(s), either directly or through a mutually agreeable third party, by engaging in such activities as subcontracting, co-production, co-development, technology transfers, counter-trade, investments, joint ventures, etc. in Buyer's customer countries. Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any Products ordered hereunder, including any related subcontracts issued by the Seller to sources in the foreign customer's country. The Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

Clause 27 – GOVERNMENT REGULATIONS RELATING TO EXPORT / IMPORT OF GOODS AND TECHNICAL DATA

(A) The Goods and/or technical data provided under this Order may be subject to the provisions of the Export Administration Regulations, the International Traffic in Arms Regulations, and the regulations of the Office of Foreign Assets control of the US Treasury Department. The parties acknowledge that the above-referenced regulations impose restrictions on import, export (and re-export or transfer to third countries) of certain categories of, and that licenses from the U.S. Department of State and/or U.S. Department of Commerce may be required before Buyer is permitted to provide technical data to Seller or before Seller is permitted to export Goods to Buyer, and that such licenses may impose restrictions on use of such Goods and/or technical data. Seller shall comply with all applicable laws and regulations and any requirements of Buyer with respect to the import, export and re-export of Goods and/or technical data. Prior to the first shipment of Goods to Buyer, and otherwise upon Buyer's request, Seller shall provide to Buyer, in a form satisfactory to Buyer, certification as to whether the Goods are subject to the International Traffic in Arms Regulations issued by the US State Department, together with a certification as to the applicable United States Munitions List category if such Goods are subject to the ITAR, or, if they are not subject, a certification as to the applicable Export Control Classification Number (ECCN) of such Goods under the Export Administration Regulations of the US Department of Commerce. Seller shall, at its expense, obtain all necessary export licenses, approvals and authorizations required to export any Product. Prior to shipment of military Products to Buyer, Seller is to verify with Buyer's Purchasing Representative that a valid, as is applicable, import or export license is in effect. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, cost, expense or liability including lost

profits, attorneys' fees and court costs, for any failure or alleged failure of Seller to comply with such laws and regulations and for any false statements or material omissions by Seller with respect thereto including without limitation as to the import classification or export classification of Goods under applicable regulations.

(B) Seller shall not export any technical data provided by Buyer, without Buyer's prior written consent.

Clause 28 – INFORMATION ON POLITICAL CONTRIBUTIONS AND FEES OR COMMISSIONS IN CONNECTIONWITH THE SALE OF DEFENSE ARTICLES OR SERVICES

Seller agrees to furnish information, within seven (7) days of Buyer's request, regarding any payment, offer or agreement to pay "political contributions" or "fees or commissions" (as those terms are defined at 22 C.F.R. Sec. 130) with respect to any sale by the Buyer for which a license or approval from the Office of Defense Trade Controls, Department of State, is required or any sale pursuant to a contract with the Department of Defense under Section 22 of the Arms Export Control Act (22 U.S.C. Sec. 2762).

Clause 29 – FEDERAL ACQUISITION REGULATIONS

(A) Seller agrees to modify these Terms as Buyer reasonably deems necessary to comply with any applicable Prime Contractor with amendments or modifications to any applicable Prime Contract.

(B) Rescission, Adjustment, Termination for Illegal or Improper Activity:

(i) If the Government pursues action under FAR 52.203-8, "Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity" and cancels the solicitation or rescinds the prime contract to which this order relates, and such action results from Seller's violation of the Procurement Integrity Act, 41 U.S.C. 423, Buyer may;

(ii) (1) rescind this Order; (2) recover from Seller all amounts paid by Buyer to Seller related to this Order; (3) recover from Seller any amounts including any penalty prescribed by law, which Buyer is required to pay; and, (4) recover from Seller any other costs, expenses, liabilities incurred by Buyer in connection with Seller's violation of the Procurement Integrity Act.

(ii) Seller agrees to pay Buyer the amount that Buyer's price or fee is reduced pursuant to FAR clause 52.203- 10, "Price or Fee Adjustment for Illegal or Improper Activity" to extent such reduction results from Seller's violation of the Procurement Integrity Act and as such act is implemented in the FAR. In the event the Government terminates for default any Buyer prime contracts under which this Order is issued, as a result of Seller's violation of the Procurement Integrity Act, Buyer shall have the right to terminate this Order in whole or part.

(ii) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this Order.

(C) In addition to the above, if this Order contains a U.S. Government Prime Contract Number or if any of the Products to be supplied under this Order are to be used for a Prime Contract, the following clauses, as amended or superseded from time to time, are incorporated by reference and made a part hereof. The applicable version of these clauses are the versions in effect on the date of this Order, unless otherwise specified in the Prime Contract. Unless specified otherwise, as used in the clauses below, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Order," and the term "subcontractor" shall mean Seller's subcontractors.

FAR TITLE

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures In (c) (2), copy of such reports shall also be provided to Buyer. Buyer shall have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause. In (c) (3), Seller shall cooperate withBuyer and any Federal agency investigating a possible violation described in paragraph b.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements (Applicable if work requires access to classified information. Delete paragraph (c) of the clause.)

52.209-06 Protecting the Government's Interest when Subcontracting with Contractors debarred, Suspended, or Proposed for Debarment

52.211-5 Material Requirements ("Contracting Officer" means Buyer's authorized procurement representative).

52.211-15 Defense Priority and Allocation Requirements (Applicable only if so identified as a "rated order").

52.214-26 Audit & Records-Sealed Bidding ("Contracting Officer" means Buyer's authorized procurement representative).

52.214-28 Subcontractor Cost or Pricing Data - Modifications – Sealed Bidding

52.215-2 Audit and Records Negotiation ("Government Contracting Officer" means Government Contracting Officer and authorized representatives and Buyer's authorized procurement representative.)

52.215-10* Price Reduction for Defective Cost or Pricing Data

52.215-11* Price Reduction for Defective Cost or Pricing Data Modifications

52.215-12* Subcontractor Cost or Pricing Data

**52.215-13* Subcontractor Cost or Pricing Data-Modifications ***FAR 52.215-10, 52.215-11, 52.215-12 and 52.215-13 – ("Contracting Officer" means Government Contracting Officer and Buyer; "Government" means Government and Buyer); If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' submission and certification of alleged or actual defective cost or pricing data, which data was certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data to the U.S. Government or their furnishing of any data of any description that is allegedly or actually inaccurate as set forth in these clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting these clauses and FAR 52.230-6. The rights and obligations under these clauses survive Order completion and final payment under this Order.

52.215-14 Integrity of Unit Prices with its ALT I ("Contracting Officer" means "Buyers authorized procurement representative").

52.215-15 Termination of Defined Benefit Pension Plans ("Government" means "Government and Buyer.)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions

52.215-19 Notification of Ownership Changes ("Administrative Contracting Officer" and "ACO" mean Buyer's authorized procurement representative).

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data ("Contracting Officer" means Buyer's authorized procurement representative).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications ("Contracting Officer" means Buyer's authorized procurement representative).

52.219-8 Utilization of Small Business Concerns

52.219-9 Small Business Subcontracting Plan (Applicable if the Seller is not a small business and the value of this Contract equals or exceeds $500,000 in subparagraph (c) only, substitute "Buyer's Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO." The Seller's subcontracting plan is incorporated herein by reference.)

52.222-1 Notice to Government of Labor Disputes ("Contracting Officer" means "Buyer's authorized procurement representative.")

52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.

52.222-20 Walsh-Haley Public Contracts Act

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity (only subparagraphs (b)(1) through (b)(11) apply)

52.222-35 Affirmative Action for Disabled Veterans of the Vietnam Era

52.222-36 Affirmative Action for Workers with Disabilities

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

52.222-41 Service Contract Act of 1965, as Amended (Applicable if this Contract is subject to the Service Contract Act. The Clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 C.F.R. part 4.)

52.222-50 Combating Trafficking in Persons

52.223-3 Hazardous Material Identification and Material Safety Data ("Government" means Government, Buyer and "Contracting Officer" means Buyer's authorized procurement representative).

52.223-7 Notice of Radioactive Materials ("Contracting Officer" means Government Contracting Officer and Buyer's authorized procurement representative and "Government" means Government and Buyer).

52.223-11 Ozone-Depleting Substances

52.223-14 Toxic Chemical Release Reporting ("Contracting Officer" means Buyer's authorized procurement representative).

52.225-1 Buy American Act – Supplies (Applicable if the articles contain other than domestic components. In paragraph (c) substitute "Buyer's authorized procurement representative" for "Contracting Officer.")

52.225-5 Trade Agreements (Applicable if the articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products).

52.225-8 Duty Free Entry ("Contracting Officer" means "Buyer's authorized procurement representative." Change "20" days to "30" days in (c)(1).)

52.225-13 Restrictions on Certain Foreign Purchases

52.227-1 Authorization and Consent (Applicable only if the Prime Contract contains his clause; in subparagraph (a) (2)(ii), "Contracting Officer" means Buyer's authorized procurement representative).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement ("Contracting Officer" means Buyer's authorized procurement representative and "Government" means Government or Buyer).

52.227-9 Refund of Royalties ("Contracting Officer" means Buyer's authorized procurement representative and "Government" means Buyer).

52.227-10 Filing of Patent Applications-Classified Subject Matter

52.227-11 Patent Rights Retention By the Contractor (Short Form)(Applicable if seller is a small business concern or domestic nonprofit organization and this order is for experimental, developmental, or research work.)

52.227-14 Rights in Data – General

52.232-17 Interest

52.233-3 Protest After Award (If Buyer's customer or the U.S. Government has directed Buyer to stop performance under Prime Contract under FAR 33.1, Buyer may direct Seller in writing to stop performance of this Order by written notice to Seller; "Government" means Buyer, and "Contracting Officer" means Buyer's authorized procurement representative).

52.234-1 Industrial Resources Developed Under Defense Production Act ("Contracting Officer" means "Buyer's authorized procurement representative").

52.242-13 Bankruptcy ("Contracting Officer" means Buyer's authorized procurement representative).

52.242-15 Stop Work Order ("Contracting Officer" means Buyer's authorized procurement representative and "Government" means "Buyer").

52.243-1 Changes – Fixed Price ("Contracting Officer" means Buyer's authorized procurement representative and "Government" means Buyer; notwithstanding the above, Buyer may make changes to this Order delivery schedule without cost impact provided that: (i) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule acceleration; (ii) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule deceleration; and (iii) prices for rescheduled products will be those in effect at the time of the delivery.

52.244-6 Subcontracts for Commercial Items

52.245-2 Government Property (Fixed Price Contracts) ("Government" means "Buyer" except in phrases "Government Furnished Property" and "Government Property" and in references to title to property. In paragraphs (f), (j) and (j)(1), where "Government" means "Government" or "Buyer." "Contracting Officer" means Buyer's authorized procurement representative. Seller shall provide Buyer with immediate notice of any Government disapproval or Government withdrawal of approval or Government non-acceptance of Seller's property control system.)

52.245-17 Special Tooling (If this Order is issued pursuant to a DOD Government Contract the, April 1984 version of this clause is applicable. Applicable if special tooling is acquired or fabricated by Seller for Government or furnished by the Government (directly or through Buyer) under this Order. "Contracting Officer" means "Buyer's authorized procurement representative.")

52.245-18 Special Test Equipment ("Government" means "Buyer or Government" and "Contracting Officer" shall mean the Contracting Officer for Buyer's Government Prime Contract for which this Order is issued. Seller's notice or communication to Government Contracting Officer shall be through Buyer.)

52.246-2 Inspection of Supplies - Fixed Price ("Contracting Officer" means "Buyer's authorized procurement representative" and "Government" means "Government and Buyer" except in paragraphs (f), (i) and (I) where "Government" means "Buyer.")

52.246-4 Inspection of Services – Fixed Price ("Government" means "Buyer" except in (b), (c), and (d), "Government" means "Government and Buyer".)

52.246-7 Inspection of Research and Development-Fixed Price ("Contracting Officer" means "Buyer's authorized procurement representative" and "Government" means "Government and Buyer" except in paragraphs (d) and (f) where "Government" means "Buyer.")

52.246-23 Limitation of Liability (Not applicable to the extent this Order is issued pursuant to a Prime Contract dated after January 1997).

52.246-25 Limitation of Liability-Services (Not applicable to the extent this Order is issued pursuant to a Prime Contract dated after January 1997).

52.247-63 Preference for U.S.-Flag Air Carriers

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (In (c) (ii), subcontractor means Seller). This clause applies and is incorporated herein by reference. The Contractor shall insert the substance of this clause in all subcontracts for items containing specialty metals.

52.248-1 Value Engineering ("Contracting Officer" means "Buyer's authorized procurement representative" and "Government" means "Buyer" except in (c)(5) and (m) "Government" means "Government and Buyer").

52.249-2 Termination for the Convenience of the Government (Fixed Price) ("Government" means Buyer and "Contracting Officer" means "Buyer's authorized procurement representative" except in paragraph (n) where they mean "Government or Buyer" and "Contracting Officer or Buyer's authorized procurement representative" respectively. In paragraph (c), "120 days" and "120-day period" mean "60 days" and "60day period" respectively. In paragraph (d), the term "45 days" is changed to "90 days." The term "1 year" in paragraph (e) is changed to "6 months." Paragraph (i) is deleted. In paragraph l, "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to Contracting Officer approval.)

52.249-8 Default ("Government" means Buyer and "Contracting Officer" means "Buyer's authorized procurement representative" except in paragraph (e) where they mean "Government and Contracting Officer" respectively.)

DFARS TITLE

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (The definition of contract", "contractor" and "subcontract" are not modified in paragraphs (a) (d) of this clause. "Contracting Officer" means "Buyer's authorized procurement representative." Delete paragraph (g)).

252.204-7000 Disclosure of Information ("Contracting Officer" means "Buyer's authorized procurement representative"; Change "45 days" to "60 days").

252.204-7012 Safeguarding Unclassified Controlled Technical Information

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material

252.215-7000 Pricing Adjustments (Applicable if FAR 52.215-12 or 52.215-13 applies to this contract.)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (This clause supplements FAR 52.219-9; delete paragraph(g)).

252.223-7001 Hazard Warning Labels

252.223-7002 Safety Precautions for Ammunition & Explosives (Applicable if articles furnished under this Order contain ammunition or explosives as defined in this clause. "Contracting Officer" means "Government Contracting Officer or Buyer"; "Government" means "Government and Buyer").

252.223-7003 Change in Place of Performance – Ammunition and Explosives (Applicable if DFARS 252.223- 7002 applies to this Order. "Contracting Officer" means "Buyer's authorized procurement representative" and "Government" means "Government and Buyer").

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials with its Alt. I.("Government" means "Government and Buyer").

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7012 Preference for Certain Domestic Commodities

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7021 Trade Agreements (Applicable if the articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5).

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the U.S. (Applicable if Seller will be performing outside the U.S. for this Order)

252.225-7048 Export-Controlled Items

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (This clause applies when the Order is for other than commercial items and exceeds or is expected to exceed the simplified acquisition threshold in FAR Part 2).

252.227-7013 Rights in Technical Data-Noncommercial Items

252.227-7014 Rights in Noncommercial Computer Software & Noncommercial Computer SoftwareDocumentation

252.227.7015 Technical Data- Commercial Items

252.227.7016 Rights in Bid or Proposal Information
252.227-7019 Validation of Asserted Restrictions-Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked withRestrictive Legends (In paragraph (c) (1), "Government" means Government and Buyer).

252.227-7026 Deferred Delivery of Technical Data or Computer Software ("Government" means "Buyer").

252.227-7027 Deferred Ordering of Technical Data or Computer Software ("Government" means "Government or Buyer.")

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (The terms Contract and Subcontract shall not change in meaning).

252.227-7030 Technical Data – Withholding of Payment ("Government" means Government and Buyer; "Contracting Officer" means "Buyer's authorized procurement representative.")

252.227-7037 Validation of Restrictive Markings on Technical Data
252.227-7039 Patents-Reporting of Subject Inventions

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and

Space Launch Vehicles("Administrative Contracting Officer" means Government Administrative Contracting Officer and Buyer's authorized procurement representative).

252.231-7000 Supplemental Cost Principles

252.235-7003 Frequency Authorization ("Contracting Officer" means "Buyer's authorized procurement representative").

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications).

252.244-7000 Subcontracts for Commercial Items and Commercial Components
252.246-7003 Notification of Potential Safety Issues

SUBCONTRACTS FOR COMMERCIAL ITEMS

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.
(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation. The Contractor shall include the terms of this clause, including this paragraph
(c) in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.