

iRF – Intelligent RF Solutions Purchasing Terms and Conditions

1. Acceptance

The purchase order, including these terms and conditions, constitutes the entire agreement between the parties. All other offers and negotiations are superseded.

2. Independent Contractors

The parties have entered into this agreement solely as independent contractors and nothing contained herein shall be construed as giving rise to a joint venture, partnership, or other form of business organization.

3. Export / Import Controls

The parties agree to comply with all applicable export controls laws, including the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR).

4. Counterfeit Detection and Avoidance

No counterfeit parts or suspected counterfeit parts shall be delivered under this purchase order. Counterfeit parts include unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented as an authentic, unmodified part from the original manufacturer, or a source with express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or false identification of grade, serial number, lot number, date code, or performance characteristics. Suspected counterfeit parts means parts for which credible evidence provides reasonable doubt as to whether the parts are authentic.

Seller shall only use materials from the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a reseller authorized by the OEM/OCM, unless Seller is the original manufacturer of a commercial item. Other sources require prior approval. Seller shall maintain documentation of traceability to the OEM/OCM for a period of five (5) years and provide copies to iRF upon request.

Seller shall maintain counterfeit risk mitigation processes in accordance with accepted industry standards as well as the requirements of this purchase order.

Seller shall notify iRF immediately if it becomes aware of or suspects that it furnished counterfeit items under this purchase order. Seller shall reasonably cooperate with iRF and iRF's customers in any investigation resulting from delivery of counterfeit parts under this purchase order.

This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this purchase order addressing the authenticity of parts.

Seller shall ensure flowdown of these Counterfeit Detection and Avoidance provisions to all sub-tiers in support of this purchase order.

5. Conforming Items

Seller shall deliver only conforming items under this purchase order. Nonconforming items include counterfeit parts, defective parts, and items which are not an exact match to the products described in this purchase order and any relevant drawings.

Seller shall notify iRF if it becomes aware of the delivery of any nonconforming items under this purchase order. Seller shall be responsible for the costs of repairing or replacing all nonconforming items.

6. Right of Entry

iRF, iRF's customers, and the U.S. Government shall have the right to visit the facilities of Seller and lower-tier Sellers to assess progress related to this purchase order and conformance to quality standards.

Seller shall ensure flowdown of this provision to all sub-tiers in support of this purchase order.

7. Mercury Exclusion

Seller shall ensure that material supplied under this purchase order contains no functional Mercury and is not contaminated by Mercury or Mercury compounds. Seller shall notify iRF immediately if Mercury is found in products to be delivered to iRF.

8. Foreign Object Debris (FOD) Prevention

Seller shall implement systems to control Foreign Object Debris (FOD) during each phase of manufacturing an item in support of this purchase order.

Seller shall provide evidence of inspection for FOD and shall ensure work areas and manufacturing equipment utilized in support of this purchase order are maintained in a state as to prevent FOD.

Seller shall ensure flowdown of these FOD Prevention requirements to all sub-tiers in support of this purchase order.

9. Additive Manufacturing Notification

Seller shall notify iRF of the use of additive manufacturing as defined in ISO/ASTM 52900 in support of this purchase order.

10. Manufacturing and Configuration Changes

Seller and its sub-tiers shall immediately notify iRF of any changes in design which could affect form, fit, function, and/or interchangeability of a part and changes in manufacturing sources, processes, inspection methods, acceptance criteria, manufacturing locations, tooling, or materials in support of this purchase order. Changes may be subject to approval by iRF or iRF's customers.

11. Inspection and Receiving

Seller shall inspect any material received from sub-tiers which will be used in this purchase order to ensure that it meets specifications. Seller shall maintain material certification documents for a period of 5 years and flow this requirement down to any sub-tiers delivering items that will be included in products delivered to iRF under this purchase order.

12. Special Processes

Seller and its sub-tiers shall notify iRF if any special processes are to be performed under this purchase order. Special processes are when a product undergoes a physical, chemical, or metallurgical transformation or when conformance to all specifications cannot be verified by normal inspection methods. Special processes include welding, brazing, soldering, plating, heat treating, magnetic particle and penetrant inspection, etc.

13. Quality Records

Seller and its sub-tiers shall maintain all quality records related to this purchase order for a period of no less than five (5) years and provide copies to iRF upon request. Quality records include test reports, certifications, inspections, etc. as they are applicable to this purchase order.

14. Indemnity

Seller shall indemnify, hold harmless, and defend iRF, iRF's officers, and iRF's employees against all losses, liabilities, claims, causes of action, damages, and expenses, including attorney's fees, arising from any act or omission, including infringements and alleged infringements of intellectual property, of Seller, Seller's officers, and Seller's employees and agents.

15. Compliance with Laws

Seller shall comply with all applicable local, state, and federal laws in its performance of this purchase order, including but not limited to the False Claim Act and Foreign Corrupt Practices Act.

16. Conflict Minerals

Seller shall disclose the use of any conflict minerals in its performance of this purchase order by furnishing to iRF a complete and current CMRT form within 30 days of its acceptance of this order. Conflict minerals are defined in Dodd-Frank Act Section 1502.

17. Time of Delivery

Time is of the essence and delivery dates may be a material provision of this purchase order. Seller shall notify iRF of any delays which are encountered or are expected to be encountered in its performance of this purchase order, along with the reason for delay. iRF may request adequate consideration if due dates require revision.

18. Priority Rating

If this purchase order has a DPAS rating, then the order is a rated order certified for national defense use and Seller must follow the provisions of the Defense Priorities and Allocation System Regulation (17 CFR § 700).

General Purchasing FAR and DFARS Flow Downs

The following FAR and DFARS clauses are applicable to this purchase order to the extent dictated by their full text and are incorporated by reference with the same force and effect as if they were included in full text:

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applies if this purchase order requires access to classified information.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (Applies unless only commercial items are being procured under this purchase order.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Applies unless only commercial items are being procured under this purchase order.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018) (Applies if this purchase order may require or involve the employment of laborers and mechanics.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applies if this purchase order exceeds \$15,000.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL
LABOR RELATIONS ACT (DEC 2010) (Applies if this purchase order exceeds \$10,000.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

FAR 52.222-54 EMPLOYMENT ELGIBILITY VERIFICATION (NOV 2021) (Applies to
purchase orders over \$3,500.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING
WHILE DRIVING (AUG 2011)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
CONCERNS (NOV 2021) (Applies to purchase orders made to small business concerns.)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE
PRODUCTION ACT TITLE III (SEP 2016)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL
SERVICES (JAN 2022)

FAR 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

FAR 52.245-9 USE AND CHARGES (APR 2012)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (DEC 2019)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
RIGHTS (SEP 2013)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND
CYBER INCIDENT REPORTING (DEC 2019) (Applies if this purchase order is for
operationally critical support or for which performance will involve covered defense
information.)

DFARS 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION
BY LITIGATION SUPPORT CONTRRACTORS (MAY 2016)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)

DFARS 252.225-7013 DUTY-FREE ENTRY (MAY 2016)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (DEC 2019)

DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (Applies to purchase orders over \$50,000 that will be performed outside the United States and its outlying areas in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016) (Applies if this purchase order involved the delivery of technical data.)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014)

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)

NAVSEA Flow Downs

The following NAVSEA clauses are applicable to this purchase order if the Prime Contract Customer is Naval Sea Systems Command to the extent dictated by their full text and are incorporated by reference with the same force and effect as if they were included in full text:

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE) (JUN 1994)