Rev. 20261120
Standard Terms and Conditions
Doc. 1020-1001-1008

ARTICLE 1: PURPOSE, SCOPE & DEFINITIONS

1.1 The Purpose of this document is to enumerate the requirements for Vendors who provide products and/or services to NuWaves in support of NuWaves' internal/external customers. These requirements apply to all Orders issued by NuWaves.

By acceptance of this order, Vendor certifies that it or its principals are not excluded from participation in US Government procurement and/or sales programs. Further, during the performance period of this order, Vendor agrees to provide immediate notice to NuWaves representative (as identified in the Order) in the event of being suspended, debarred, or proposed for debarment by any Department or Federal Agency.

1.2 The Scope of this document is any order placed by NuWaves with Vendor, including orders for COTS items or other method of purchasing such as online order placement. This is detailed in Article 2.

1.3 Definitions

COTS – (Commercial Off-The-Shelf) A product which is ready-made and available to the general public.
Order – Any Purchase Order, subcontract or similar issued to an external provider by NuWaves.
Vendor – Any external provider who performs a service or provides a product to NuWaves.

ARTICLE 2: ORDER ACCEPTANCE

Vendor understands that not all Orders will require acceptance of these terms, but that they are accepted by default by filling out the NuWaves Vendor Questionnaire as required. Submittal of that form implies acceptance. NuWaves will communicate any deviations or additions to these Standard Terms and Conditions at the time of Order, which will require Vendor to review and approve.

ARTICLE 3: ACCEPTANCE OF GOODS AND SERVICES

NuWaves reserves the right to inspect incoming goods and services provided by the Vendor in performance of this Order to ensure compliance with customer, regulatory, and statutory requirements. Accepting a delivery from a delivery service, carrier, freight forwarder, or similar does not constitute acceptance of goods or services.

If goods or services do not pass incoming inspection, Vendor will be contacted immediately to obtain resolution.

ARTICLE 4: INDEPENDENT CONTRACTOR

The Parties agree that in all matters relating to this Order, they shall be acting as independent contractors and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. The Parties shall have no right, power or authority to create any obligation, expressed or implied, on behalf of the other or the Government and shall have no authority to represent the other as its agent.

ARTICLE 5: LIMITATION OF FUNDING

No charges are authorized that exceed the stated funding, unless the Vendor receives written modification from NuWaves.

ARTICLE 6: PACKAGING AND SHIPPING

Industry-standard packaging and shipping methods should be utilized to reduce the risk of damage in transit. The Order will include the shipping carrier and method. Any requirements specific to an order will be included in an addendum to this document.

Electrostatic Sensitive Devices shall be packaged in accordance with the current revision of MIL-STD-1686 and labeled in accordance with MIL-STD/HDBK-129.

ARTICLE 7: QUALITY OF PERFORMANCE

The vendor understands they are responsible for implementing and maintaining a Quality Management System (QMS). This can be accomplished by certification of a relevant governing body (e.g. ISO 9001) or by internal processes, given they are adequate to ensure customer requirements as well as regulatory/statutory compliance.

This includes the following requirements, which may be detailed in other parts of this document:

- Notifying NuWaves of nonconforming processes, products, or services and obtaining authorization for the distribution of the same, as applicable.
- Preventing the use of counterfeit material (Article 17).
- Notifying NuWaves of changes to processes, products, or services, which includes changes to their external providers or location of manufacturing operations and obtain approval, as applicable.
  - This includes changes to part numbers, nomenclature or other markings, as applicable.
- Flow down applicable requirements including regulatory, statutory and customer requirements to external providers down the supply chain.
- Vendor agrees to provide access to OASIS and/or Quality records as requested by NuWaves.
- Retain documentation in accordance with industry-standard retention practices.
- The right of NuWaves, our customer, and regulatory authorities to access applicable facilities areas at any level in the supply chain.
- If applicable, Vendor shall maintain a FOD (Foreign Object Damage) prevention system in compliance with AS/EN/SJAC 9146 or similar industry-recognized standard.
- Vendor and their supply chain are aware of:
  - Their impact on our end-Product/Service conformity
  - Their contribution to product safety.
  - The importance of ethical behavior including safe working conditions, compliance with all applicable laws and regulations.
- Quality of Goods
  - Unless accompanying documentation provides other direction, all circuit card assemblies must meet the workmanship standards of IPC-A-610, Class 2, as a minimum.
  - All ESD (Electrostatic Discharge) sensitive parts and assemblies must meet the standards required by ANSI/ESD S20.20-2021 when applicable.
  - Unless otherwise noted, a Certificate of Conformance is required for all items, certifying that the supplier has inspected and verified the authenticity of all items and that they meet all required specifications.
    - Supplier shall provide Material Certifications indicating the metallurgy of the raw stock used in fabricating finished items or as raw material and the country of origin. (Includes specialty metals referenced in 10 U.S.C. §4863)

ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY

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

8.2 This contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496.

ARTICLE 9: TIMELY PERFORMANCE

9.1 The Vendor's timely performance is a critical element of this Order. Timely performance includes, but is not limited to, invoicing, travel, filling vacancies, and reporting.

9.2 If the Vendor becomes unable to complete the work at the times specified in the Order and under the terms and conditions of this Order because of technical difficulties notwithstanding the exercise of good faith and diligent efforts in the performance of the work called hereunder, the Subcontractor shall give NuWaves written notice of the anticipated delay and the reasons, therefore. Such notice and reasons shall be delivered immediately to NuWaves' Program Manager or designee after the Vendor knows of the conditions creating the anticipated delay. When notice is so required, to an extent practical, NuWaves will work with the Vendor toward an appropriate solution.

ARTICLE 10: RISK MANAGEMENT AND REPORTING

NuWaves is dedicated to reducing or eliminating quality, schedule, cost, and other risks for its customers, which includes risks associated with external providers. This responsibility flows down to Vendor to the extent that their products/services affect NuWaves' customer's requirements.

Part of NuWaves' risk management with external providers is reviewing data related to vendor performance, which includes a variety of factors. The main factors considered are listed below:

- Accounting/Billing Issues
- On-time Delivery
- Quality of products
- Communication

ARTICLE 11: CONTROL OF EXTERNAL PROVIDERS

Vendor understands that direct and sub-tier subcontractors/external providers are required to maintain the same level of quality, schedule, etc. as described in this document. The vendor is responsible for ensuring compliance for their supply chain.

ARTICLE 12: SUBMISSION OF INVOICES

Invoices shall be submitted via email to accounting.team@nuwaves.com. Proper invoices include:

- Purchase Order number
- Amount due
- Due date
- Any other applicable information

Alternatively, invoices may be submitted to the address below, if emailed invoicing is not possible:

NuWaves Engineering
ATTN: Accounts Payable
132 Edison Drive
Middletown, OH 45044

ARTICLE 13: TECHNICAL MANAGEMENT (SERVICES ONLY)

13.1 The vendor's Program Manager is responsible for the overall technical management, direction, and control of performance in support of the Program. The vendor shall, in the performance of this purchase order, respond to the technical direction of the Program Manager or his/her duly appointed representative.

13.2 Technical direction includes review, evaluation, and direction of the technical effort in support of the Program. It includes technical discussions, monitoring performance, and providing technical management and task direction. Technical direction does not include changes to, or direction outside the scope of this Order. The Program Manager does not have the authority to change the scope of the services or effort governed by this Order. Technical

direction shall not include any directive, the result of which will increase the cost of performance of the Order.

ARTICLE 14: TECHNICAL AND CONTRACT REPRESENTATIVES

Technical, contractual, and programmatic representatives will be identified on a Purchase Order basis as necessary.

ARTICLE 15: HANDLING PROPRIETARY DATA

The terms of the Non-Disclosure Agreement (NDA) between NuWaves and the vendor apply. An NDA must be in place before technical, proprietary, confidential, or otherwise controlled data can be shared between Vendor and NuWaves. This clause is not applicable for COTS purchase orders or any order that does not require the transfer of proprietary/confidential information.

ARTICLE 16: RECORD RETENTION

Vendor and Vendor's Subcontractors shall maintain records, documented information, that demonstrate conformance to requirements and shall make such records available on a timely basis to NuWaves, NuWaves' Customers or Regulatory Agencies, upon request.

Records shall remain legible, readily available, and retrievable for a Period of 10 years after the final payment of that line item unless extended record retention requirements are specified elsewhere in this contract or attachments (e.g. Flight Safety / Critical Item drawings, specifications, Customer Contract requirements). NuWaves may request delivery of such records at no additional cost.

ARTICLE 17: COUNTERFEIT MATERIAL PREVENTION (APPLICABLE TO PURCHASES OF ELECTRONIC PARTS AND RAW MATERIAL)

A. For purposes of this Article, 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 Article 17, 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.

B. For the purposes of this Article, the term "raw material" means items such as aluminum, brass, copper, etc. either sold directly to NuWaves or incorporated into the end product. The vendor is responsible for providing material certifications indicating the metallurgy of the raw stock used in fabricating finished items and the country of origin for such material.

C. For electronic parts, vendor shall only purchase electronic parts to be delivered or incorporated in the goods to NuWaves directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distribution chain. Vendor shall not acquire any electronic parts from independent distributors or brokers without the NuWaves' prior written approval. Vendor shall promptly notify NuWaves in writing with all relevant information if Vendor becomes aware or suspects that it has furnished any counterfeit electronic parts under the Order. When requested by NuWaves, the Vendor shall provide all relevant OCM/OEM documentation that authenticates the traceability of the affected items to the applicable OCM/OEM.

D. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

(i) Training of appropriate persons in the awareness and prevention of Counterfeit Parts, including receiving inspectors.
(ii) Application of a parts obsolescence monitoring program.

(iii) Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources.
(iv) Requirements for assuring traceability of parts and components to their original or authorized manufacturers.
(v) Verification and test methodologies to detect counterfeit parts.
(vi) Monitoring counterfeit parts reporting from external sources.
(vii) Quarantine and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.
(viii) Procurement practices and internal processes used for exceptions to buy from OEM or OEM franchised distributors including a process to qualify/certify non-OEM parts & materials obtained
(ix) Requirements to monitor supply including delivery of test results from random sampling and supply chain surveillance that does not assume any source is safe to identify possible penetration of OEM supply chain
(x) Notification procedure that ensures suspect counterfeit parts are properly segregated, reported, stored. Once deemed counterfeit, parts must be destroyed following any legal or law enforcement involvement.

If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553. If Seller provides raw material, Seller shall implement counterfeit controls in accordance with SAE standard AS6174. If Seller is a distributor of EEE parts or assemblies, Seller shall implement controls in accordance with SAE standard AS6496.

E. This Article applies in addition to any quality provision, specification, statement of work or other provision included in or incorporated into this Order addressing the authenticity of material to be provided. To the extent any such provisions conflict with this Article, this Article prevails.

F. If any counterfeit materials are delivered or incorporated in the goods under this Order, Vendor shall, at its expense, promptly (no later than 30 days from discovery) replace such counterfeit material with material conforming to the requirements of the Purchase Order. Notwithstanding any other provisions in this Order, the Vendor shall be liable for all costs relating to or associated with such counterfeit material including, without limitation, NuWaves' costs of removing any counterfeit material, of installing replacement material and of any testing necessitated by the reinstallation of material after the counterfeit materials have been replaced. The remedies contained in this Article are in addition to any remedies available to NuWaves at law, in equity or under any other provision of this Order. For confirmed Counterfeit Parts or Suspect Counterfeit Parts, GIDEP notification shall also be made no later than sixty (60) days after discovery.

G. Authorized distributors are required to disclose if they are not authorized for the EEE parts that are being supplied. Exclusive suppliers (i.e., third-party suppliers and/or brokers) are required to disclose if they cannot supply EEE parts they acquire directly from Authorized Sources.

H. Vendor shall include this Article or an equivalent provision in any purchase orders or lower-tier subcontracts for the delivery of material that will be included in or incorporated in the goods provided to NuWaves hereunder.

ARTICLE 18: DISPUTES

If any dispute arises under this Agreement that is not settled promptly in the ordinary course of business, the parties shall seek to resolve such dispute between them first by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either party and shall be conducted, in accordance with cooperative dispute resolution procedures approved by a Senior Vice President (or equivalent) of each party. If the parties are unable to resolve the dispute between them within ten (10) business days (or such period as the parties shall otherwise agree) through these negotiations, the parties can consider other Alternative Dispute Resolution (ADR) forums or be free to pursue its rights at law or equity. Any action or suit arising under or related to this Order shall be brought exclusively in the state or federal courts sitting in the State of Ohio.

ARTICLE 19: WAIVER OF RIGHT TO JURY TRIAL

NuWaves and vendor hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by party on any matter whatsoever arising under, relating to, or in any way connected with this Order, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

ARTICLE 20: SUCCESSORS OF PARTIES

This Order is binding on the parties and their respective legal representatives, trustees, successors and assigns.

ARTICLE 21: PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY

Reserved.

ARTICLE 22: PATENTS AND INVENTIONS (DESIGN SERVICES ONLY)

Inventorship of developments or discoveries first conceived and actually reduced to practice under this Agreement ("Subject Inventions") will be determined in accordance with U.S. Patent Law. All rights to Subject Inventions made solely by employees of NuWaves will belong solely to NuWaves. All rights to Subject Inventions made jointly by employees of Vendor and employees of NuWaves will belong jointly to Vendor and NuWaves. All rights to Subject Inventions made solely by employees of the Vendor will belong solely to Vendor.

The Government shall be entitled to rights to Subject Inventions under this Agreement in accordance with the terms of the Prime Contract. NuWaves shall be entitled to an exclusive royalty free license to Subject Inventions.

Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any rights under any patents, patent applications or other proprietary interests, whether dominant or subordinate, or any other invention, discovery or improvement of either party.

ARTICLE 23: RIGHTS IN COPYRIGHTS (SERVICES ONLY)

Reserved.

ARTICLE 24: SUBCONTRACTING AND ASSIGNMENT

24.1 This Purchase Order may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party. Any assignment of the contract rights or delegations of duties hereunder shall be void, unless prior written consent is given by the non-assigning party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the assets of a party, that party may assign this Agreement upon subsequent notice to the other party. This Order shall be binding on and inure to the benefit of both parties' successors and permitted assigns.

24.2 Vendor is required to obtain written approval from NuWaves prior to subcontracting any work in support of this Order.

ARTICLE 25: COMMUNICATION

Frequent and effective communication between Vendor and NuWaves is critical to ensure on-time delivery, defect-free products/services, and meeting customer requirements. Both parties understand this and will communicate relevant information in a timely, efficient manner to stakeholders.

ARTICLE 26: CHANGES

Reserved.

ARTICLE 27: TERMINATION FOR DEFAULT

Reserved.

ARTICLE 28: TERMINATION FOR CONVENIENCE

NuWaves reserves the right to cancel this Purchase Order, in whole or in part, at any time and for any reason, without liability for any goods not yet delivered or services not yet performed. The Buyer shall only be responsible

for payment of goods received and accepted prior to the effective date of cancellation.

ARTICLE 29: INDEMNIFICATION

29.1 Vendor shall indemnify and hold harmless NuWaves (i.e. its officers, owners, directors, trustees, employees and its suppliers) and the Government from any and all damages, costs, including legal fees, losses and liabilities resulting from a suit or proceeding for infringement of any patent, trademark or copyright by reason of the sale or use of any product sold to NuWaves hereunder, and from reasonable expenses incurred by NuWaves in defense of such suit or proceeding.

29.2 Vendor will indemnify and save harmless NuWaves (i.e. its officers, owners, directors, trustees, employees and its suppliers) and the Government from and against all liability, demands, claims, losses, costs, damages and expenses by reason or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order which is occasioned by the actions or omissions of Vendor or its suppliers.

ARTICLE 30: CONSENT TO SUBCONTRACT

Reserved.

ARTICLE 31: APPLICABLE STATE LAW

31.1 This Order shall be construed in accordance with and governed by the laws of the State of Ohio, excluding choice of law rules. Any suit hereunder shall be brought to the courts of Ohio.

31.2 In performing any activities reasonably related to this Order, both parties shall comply with all applicable provisions of federal, state, and local laws, rules, executive subcontracts, and regulations in effect at the time of such activities.

31.3 If any of the provisions or portions thereof of this Order are held to be invalid by a court of competent jurisdiction under any applicable statue or rule of law, they are to that extent to be deemed omitted without affecting the validity of the remaining provisions of the Order.

31.4 The titles of the clauses in this Order, including all Attachments thereto, shall be read as references only and shall not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Order.

ARTICLE 32: EXPORT CONTROL

Vendor must complete and return to NuWaves an Export Ownership statement before Export-controlled data can be transmitted between NuWaves and Vendor.

Vendor must provide export status (if not submitted with quote) of all Government licenses and clearances required for the export or other release of technology or technical information for the deliverable; to include Export Commodity Classification Number (ECCN) on the Commodity Classification Automated Tracking System (CCATS) form (for all items that fall under Department of Commerce jurisdiction) or United States Munitions List (USML) category (for all items that fall under Department of State jurisdiction), and Schedule B and/or Harmonized Tariff Schedule (HTS) code (for all items).

ARTICLE 33: GRATUITIES/KICKBACKS

Reserved.

ARTICLE 34: RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof, will be made by Vendor without the prior written approval of NuWaves.

ARTICLE 35: GOVERNMENT PROPERTY

Reserved.

ARTICLE 36: VERIFICATION DELEGATION

Reserved.

ARTICLE 37: SURVIVABILITY

If this Order expires, is completed, or is terminated, VENDOR shall not be relieved of those obligations contained in the following provisions:

Handling Proprietary Data (Article 15)

Services to be Furnished and Warranty (Article 17)

Disputes/Waiver of Jury Trial (Articles 18 & 19)

Patent, Trademark, Copyright Indemnity (Article 22)

Rights in Copyright (Article 23)

Contractual Relationship (Article 25)

Indemnification (Article 29)

Applicable State Law (Article 31)

Export Control (Article 32)

ARTICLE 38: INSURANCE REQUIREMENTS (ON-SITE SERVICES ONLY)

Vendors agree to maintain the following insurances during the period of performance of the Order:

- Workers' compensation insurance is prescribed by the cognizant state or country.
- Employer's liability insurance of at least $500,000 per occurrence.
- Automobile liability insurance (if the use of motor vehicles is required by the Order) with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence.
- Commercial General Liability insurance including, without limitation, Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence.

ARTICLE 39: ENTIRE AGREEMENT/SUPERSEDING EFFECT

Upon acceptance of this order, the Vendor agrees that the provisions under this Agreement shall constitute the entire Agreement between the Parties hereto and supersede all prior Agreements whether written or oral relating to the subject matter hereof. This Order may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

ARTICLE 40: NONWAIVER OF RIGHTS

Any failure at any time of NuWaves to enforce any provision of this Order shall not constitute a waiver of such provision or prejudice the right of Prime Contractor to enforce such provision at any subsequent time.

ARTICLE 41: LIMITATION OF LIABILITY

NuWaves' aggregate liability, in any Vendor claim, shall not, under any circumstance, exceed the payment, if any, received by NuWaves for the Services furnished or to be furnished which is subject of the claim or dispute. In no event, shall NuWaves be responsible for incidental or consequential damages, however caused.

ARTICLE 42: INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) (APPLICABLE TO EXPORT-CONTROLLED PRODUCTS AND SERVICES ONLY)

a. This Order, including any attachments or exhibits hereto, contains information which is subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) which may not be released to foreign concerns or foreign persons either inside or outside the United States without first obtaining the proper export authority. Vendor shall obtain an export license pursuant to the requirements set forth herein for any items that Vendor either manufactures or

subcontracts outside the U.S or before allowing access to any technical data by a foreign person in the United States. If Vendor is a "Foreign Person" (as defined by the International Traffic in Arms Regulations [ITAR] reference 22 CFR Sub-chapter M) the Vendor shall, upon request of NuWaves' Procurement Agent and without additional cost, provide such information as may be necessary to support NuWaves' application for export license(s) covering any items ordered from Vendor hereunder.

b. This Order contains defense related technical data. NuWaves has obtained, or will obtain, the approval of the U.S. Government to furnish to Vendor the data, and any other items hereunder requiring such approval, which are necessary for Vendor to perform this Contract. U.S Government approval is based upon the following ITAR requirements with which Vendor agrees to comply:

a. Vendor shall use the technical data furnished by Buyer only in the manufacture of defense articles in accordance with this Contract.

b. Vendor shall not disclose or provide technical data furnished by Buyer to any person except authorized U.S. citizen, protected person, permanent resident alien (immigrant alien). If Vendor is a "Foreign Person," it may also disclose or provide technical data furnished by Buyer to its employees who are citizens of the same country and qualified subcontractors in the same country which require the data in performance of the orders.

c. Vendor shall not disclose or provide technical data furnished by NuWaves to any foreign person either in the U.S. or abroad unless obtaining prior authorization directly from the U.S. Department of State Office of Defense Trade Controls (ODTC). ITAR defines a "foreign person" as any person who is not a U.S. citizen, permanent resident alien, or a protected individual as defined by 8 USC 1324B(a)(3). Foreign person also means a foreign corporation (corporation not incorporated in the U.S.), foreign government, and any agency or subdivision of foreign governments (i.e. diplomatic mission).

d. Vendor shall not acquire any rights in the data furnished by NuWaves except to use it in the performance of this Contract. Vendor also shall not convey to its qualified subcontractors any greater rights in the data than Vendor has. Vendor's qualified subcontractors shall only have the right to use the data as required in performance of their subcontracts.

e. Vendor shall deliver the defense articles manufactured in accordance with this Contract only to NuWaves or to the U.S. Government.

f. Upon completion or termination of this Contract, Vendor shall destroy or return to NuWaves all technical data furnished to Vendor by NuWaves pursuant to this Contract. At Buyer's election, NuWaves may direct Vendor to return or destroy the data and may require Vendor to certify in writing that Vendor has complied.

g. Vendor shall impose these requirements, (a) through (g), suitably revised to identify the parties properly, on all of its subcontractors to which Vendor intends to furnish technical data provided by NuWaves for use by the subcontractors in performance of the subcontracts.

ARTICLE 43: RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY

43.1

This Contract may involve manufacture, sale, use, or operation of qualified anti-terrorism technologies. You are a contractor, subcontractor, supplier, vendor, customer, or contractor and subcontractor of a customer of such technologies. As such, pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), you shall be responsible for losses, including business interruption losses, that you sustain (and for losses that your employees sustain) resulting from an activity resulting from an act of terrorism when the qualified anti-terrorism technologies have been deployed in defense against or response to or recovery from such act of terrorism.

43.2

Qualified anti-terrorism technology," "act of terrorism," and "loss" are defined in 6 U.S.C. §444.

43.3

Include the substance of this clause, including this paragraph (c), in all Contracts, purchase orders (PO), or Subcontracts or POs with a contractor, subcontractor, supplier, vendor, customer, or contractor and subcontractor of a customer. In accordance with FAR 50.205-1 (Safety Act Considerations 2007), the U.S. Government is not a "customer" from which a contractor must request a reciprocal waiver of claims.

ARTICLE 44: PRIME CONTRACT CLAUSES

Because NuWaves primarily deals with government-funded contracts, several clauses (listed below) related to the Federal Acquisition Regulations (FAR) as well as the Defense FAR Supplement (DFARS) are hereby incorporated

by reference for all orders issued by NuWaves. Vendor shall insert these provisions in lower-tier subcontracts either verbatim or by reference.

Clauses in this document may not be applicable to specific orders due to the type of order, dollar thresholds, etc. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.

In accordance with FAR 52.244-6, the only clauses applicable to orders for commercial items are those annotated with a *.

44.1 All Purchase Orders

52.202-1	Definitions
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel (applies where Seller will have physical access to a federally controlled facility or access to a federal information system)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (applies if Seller may have Federal contract information residing in or transitioning through its information system; inapplicable to Orders for commercially available off-the-shelf items)
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (only applies when the order is for "covered telecommunications equipment")
52.204-27	Prohibition on a ByteDance Covered Application (only applies to information technology required by the government to be used in a government contract)
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.212-5	Contract Terms Required to Implement Executive Orders – Commercial Items
52.217-9	Option to Extend the Term of the Contract
52.222-1	Notice to Government of Labor Disputes
52.222-21*	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26*	Equal Opportunity
52.222-41	Service Contract Act of 1965, as amended
52.222-50*	Combating Trafficking in Persons (include Alternate I if it is included in the prime contract)
52.222-51	Exemption From Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements
52.222-53	Exemption From Application of the Service Contract Act to Contracts for Certain Services – Requirements
52.222-54	Employment Eligibility Verification (applies if Order exceeds the micro-purchase threshold and includes work performed in the US)
52.222-55	Minimum Wages Under Executive Order 13658 (applies if Order is subject to the Service Contract Act Standards statute or Wage Rate Requirements statute, and the work is performed in whole or in part in the US)
52.222-62	Paid Sick Leave Under Executive Order 13706 (applies if Order is subject to the Service Contract Act Standards statute or Wage Rate Requirements statute, and the work is performed in whole or in part in the US)
52.222-90	Addressing DEI Discrimination by Federal Contractors
52.223-11	Ozone-Depleting Substances
52.223-12	Refrigeration Equipment and Air Conditioners

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (applies if Order exceeds the micro-purchase threshold)
52.225-1	Buy American Act – Supplies
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties (applies if royalties reported during the negotiation of the Order exceed $250)
52.227-11	Patent Rights – Ownership by the Contractor (applies to subcontracts for experimental, developmental, or research work performed by a small business concern or domestic non-profit organization; reports required by this clause shall be filed with the agency identified by the Buyer's Procurement representative on the face of this Order)
52.227-12	Patent Rights – Ownership by the Contractor (Long form) (Only applies to "…experimental, development, or research work)
52.227-14	Rights in Data – General (does not apply if DFARS 252.227-7013 applies; certain other exceptions apply – e.g., work is to be performed outside the U.S.)
52.227-19	Commercial Computer Software License (only applies for the acquisition of commercial computer software; does not apply under Department of Defense procurements)
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance – Work on a Government Installation
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.240-93	Basic Safeguarding of Covered Contractor Information
52.242-15	Stop Work Order (the words "ninety (90) days" are changed to "one hundred (100) days" and the words "thirty (30) days" are changed to "twenty (20) days" whenever they appear; if the Stop Work Order is issued based on a bid protest, the 100-day period may be extended by Buyer until the protest is resolved; and any equitable adjustment is subject to Buyer's recovery from the Government)
52.244-5	Competition in Subcontracting
52.244-6*	Subcontracts for Commercial Items
52.245-1	Government Property (Applicable to orders/subcontracts where government property is acquired or furnished for subcontract performance)
52.246-2	Inspection of Supplies – Fixed Price (in paragraphs (b), (c), and (d), "Government" means "Buyer and Government")
52.246-4	Inspection of Services – Fixed Price (same as above)
52.246-7	Inspection of Research and Development – Fixed Price (same as above)
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64*	Preference for Privately Owned U.S.-Flag Commercial Vessels
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (applies to Orders for operationally critical support or for which performance will involve a covered contractor information system)
252.204-7020	NIST SP 800-171DoD Assessment Requirements.
252.208-7000	Intent to Furnish Precious Metals as government-furnished material (applies to non-COTS material purchase orders that contain silver, gold, platinum, palladium, iridium, rhodium, and ruthenium)
252.211-7003*	Item Unique Identification and Valuation (applies if the Order requires the Work to contain "unique item identification"; items subject to unique item identification are identified elsewhere in this Order; all reports required to be submitted under this clause shall be made through Buyer's Purchasing Representative)

252.223-7008*	Prohibition of Hexavalent Chromium
252.225-7007*	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies if Seller is supplying items on the U.S. Munitions list)
252.225-7013	Duty-Free Entry (applies in lieu of FAR 52.225-8; if the prime contract number and identity of the Contracting Officer is not available, contact Buyer's Purchasing Representative)
252.225-7047	Exports by Approved Community Members in Performance of the Contract (if Order may require exports or transfers of qualifying defense articles)
252.225-7048	Export-Controlled Items
252.227-7013	Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14)
252.227-7016	Rights in Bid or Proposal information (no substitutions for "Government" or "Contracting Officer" are made)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions – Computer Software (applies to Orders where computer software will be furnished to the Government)
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7037*	Validation of Restrictive Markings on Technical Data (no substitutions for "Government" or "Contracting Officer" are made)
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs (if Order exceeds $500.00 and subcontract is with a foreign entity)
252.232-7017*	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration (only applies if Order is placed with Small Business)
252.235-7003	Frequency Authorization (applies if this Order requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization)
252.237-7023	Continuation of Essential Contractor Services (applies if order is for essential services)
252.239-7010*	Cloud Computing Services (applies if Order involves or may involve cloud services)
252.244-7000*	Subcontracts for Commercial Items
252.246-7003*	Notification of Potential Safety Issues (applies if this Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; Seller shall provide notifications to Buyer and the Contracting Officer identified to Seller)
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Orders for electronic parts or assemblies containing electronic parts)
252.246-7008*	Sources of Electronic Parts (applies to Orders for electronic parts or assemblies containing electronic parts, including for commercial items, unless the Seller is the original manufacturer)
252.247-7003*	Pass-through of motor carrier fuel surcharge adjustment to the cost bearer (Only applies to "…subcontracts…with motor carriers, brokers, or freight forwarders.").
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.225-7056	Prohibition Regarding Business Operation with the Maduro Regime
252.225-7060	Prohibition on Certain Procurements from the Xinjian Uyghur Autonomous Region
252.225-7064	Restriction on Acquisition of Certain Satellite Components

44.2 Orders over $10,000 Shall Also Include the Following:

52.222-40*	Notification of Employee Rights Under the National Labor Relations Act

	(applies only if the work under the Order will be performed in the US)

44.3 Orders Over $15,000 Shall Also Include the Following:

52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding $15,000
52.222-36*	Equal Opportunity for Workers with Disabilities

44.4 Orders Of $30,000 Or More Shall Also Include the Following:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (subparagraph (d)(2) does not apply)

44.5 Orders Of $150,000 Or More Shall Also Include the Following:

52.222-35*	Equal Opportunity for Veterans
52.222-37*	Employment Reports on Veterans
52.248-1	Value Engineering

44.6 Orders Over $150,000 Shall Also Include the Following:

52.203-6	Restrictions on Subcontractor Sales to the Government (for commercial items, Alternate I applies)
52.203-7	Anti-Kickback Procedures (paragraph €(1) does not apply)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.215-2	Audit and Records – Negotiation (applies if Order exceeds threshold for submission of cost or pricing data at FAR 15.403-4(a)(1) and is “cost-type”)
52.215-14	Integrity of Unit Prices
52.215-23	Limitations on Pass-Through Changes (applies to purchase orders that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4)
52.222-17	Nondisplacement of Qualified Workers
52.222-54	Employment Eligibility Verification
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies
252.225-7008	Restriction on Acquisition of Specialty Metals (applies to Orders for delivery of specialty metals as end items)
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if aircraft, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition contain specialty metals; delete paragraphs (d) and €(1))

44.7 Orders Over $500,000 Shall Also Include the Following:

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (only applies to first tier subcontracts for services)

44.8 Orders over $700,000 Shall Also Include the Following:

52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (applies if FAR 52.219-9 applies to this Order)

44.9 Orders Over $750,000 and/or the Applicable Cost or Pricing Data Threshold Shall Also Include the Following:

52.214-26	Audit and Records – Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (applicable if this Order, at the time it was entered into, exceeded the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1))
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions
52.215-19	Notification of Ownership Changes

44.10 Unless Otherwise Exempt, Also Include the Following:

52.203-13*	Contractor Code of Business Ethics and Conduct (applies to contracts exceeding $5,500,000 with a period of performance greater than 120 days; disclosures under this clause shall be made directly to the Government entities identified in the clause)
52.203-14	Display of Hotline Posters (applies to contracts exceeding $5,500,000 except when the contract is (1) for commercial items, or (2) is performed entirely outside the United States)
52.209-6	Protecting Government Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies to Orders exceeding $35,000)
52.222-24	Pre-Award On-site Equal Opportunity Compliance Evaluation (applies to Orders exceeding $35,000)
52.227-13	Patent Rights – Ownership by the Government (Only applies to experimental, research or developmental services)
252.211-7000	Acquisition Streamlining (only applicable to subcontracts > $1.5M)
252.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) (only applicable to subcontracts for services > $250k)
252.225-7033	Waiver of United Kingdom Levies (only applicable to subcontracts > $1M to U.K. firms)
252.225-7981*	Additional Access to contractor and subcontractor records (other than USCENTCOM) (Deviation 2015-O0016) (Only applies to international purchases > $50,000)
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements

44.11 Certifications

The Vendor, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award:

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applies if Order exceeds $150,000)
52.209-5	Certification Regarding Responsibility Matters (applies if Order exceeds $150,000)