

SD-CTR-005 SemiDice Americas Terms and Conditions for Procurement

1 Entire Agreement

These General Supplier Terms and Conditions ("Terms"), along with the attached purchase order ("Order"), constitute the entire agreement (together, the "Agreement") between SemiDice ("SemiDice") and the party identified on the face of the Order with whom SemiDice is contracting ("Seller") for the sale, lease, license, or provision of Seller's products and/or services described in the Order (the "Products" or "Services"), and these Terms supersede any prior offers, negotiations, or contrary terms and conditions presented by Seller, unless expressly agreed to in advance in writing by an authorized official of SemiDice. Any additional or differing terms or conditions proposed by Seller, whether on Seller's quotes, invoices, acknowledgement forms or other documents, are objected to by SemiDice and shall be void and have no effect on SemiDice unless expressly and specifically agreed to in advance in writing by an authorized official of SemiDice.

Any specifications, drawings, instructions, designs, data, and schedules furnished to Seller in connection with this Agreement are incorporated into these Terms by reference. Seller's acknowledgement, acceptance of payment, or commencement of performance shall constitute Seller's unqualified acceptance of the Agreement and all Terms herein.

2 Modification

This Agreement contains all the agreements of the Parties with respect to the Products or Services described in the Order and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. The Terms contained in this Agreement may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of SemiDice and delivered by SemiDice to Seller.

3 Best Price

SemiDice shall not be billed at prices higher than those stated in this Agreement unless authorized by a change order issued and signed by an authorized representative of SemiDice. Seller represents that the prices for the Products and Services are the lowest prices charged by Seller to buyers under conditions similar to those specified in this Agreement, and that such prices comply with applicable government regulations in effect at the time of quotation, sale, or delivery. Except as otherwise expressly provided in this Agreement, the prices for the Products and Services will be firm fixed prices and include all applicable federal, state, and local taxes.

4 Rated Orders

If the Order contains a Defense Priorities and Allocations System ("DPAS") rating, this Agreement is a "rated order" certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). In such case, Seller shall provide unqualified written acceptance or rejection to SemiDice's authorized representative within 15 working days after receipt of a DO-rated order and within 10 working days after receipt of a DX-rated order. **RATED ORDERS TAKE PRECEDENCE OVER ALL NON-RATED ORDERS AND ALL COMMERCIAL ORDERS YOU MAY HAVE.**

5 Governing Law and Arbitration of Disputes

- 5.1 SemiDice's production, marketing, and delivery schedules are established in reliance upon the dates for performance specified in this Agreement. Time is therefore of the essence. Early shipments will not be accepted without prior authorization from SemiDice. If prior authorization is not received, early shipments may be returned at Seller's expense.
- 5.2 Title to any goods covered by this Order shall pass to SemiDice upon final inspection and acceptance, regardless of when or where SemiDice takes physical possession. Risk of loss or damage to articles shall remain with the Seller until:
 - 5.2.1 Delivery of the Products or Services to an authorized carrier, if delivery is F.O.B. Origin; or
 - 5.2.2 Final acceptance by SemiDice or receipt of Products or Services by SemiDice at the destination specified in the Order, whichever is later, if transportation is F.O.B. Destination.
 - 5.2.3 Notwithstanding the above, the risk of loss or damage to Products or Services that fail to conform to the Agreement shall remain with the Seller until cure or final acceptance.
- 5.3 Unless otherwise specified, all Products shall be packed in accordance with good commercial practice. A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the Order or Agreement number, item number or other identifier, dates of shipment,

and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement or Order number.

- 5.4 All Products and Services may be inspected and tested, at all reasonable times and places, by SemiDice, its customers, higher-tier contractors, and the U.S. Government. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. Payment for Products or Services prior to inspection shall not constitute an acceptance thereof, and if Products or Services are rejected after inspection, any such prepayment will be promptly refunded. All of Seller's records relating to the Products or Services shall be available to SemiDice during the performance of this Agreement, and for such longer periods as may be specified by SemiDice, but in all events no less than four (4) years. In no event shall any inspection relieve Seller of its obligations to furnish and warrant all Products and Services in accordance with the requirements of this Agreement.
- 5.5 If any Products or Services are found at any time not to conform to SemiDice's specifications, or to any other requirements of this Agreement, SemiDice shall have the right to return such Products to Seller at Seller's expense and, as to any Products not yet shipped or any Services not yet rendered, to purchase substitute items elsewhere and charge Seller for any loss incurred. SemiDice shall not be responsible for any commitments made by Seller in advance of any commitment required of Seller to meet the prescribed delivery schedule. Delivery schedule financial penalties may be up to 1% of the Order value per business day up to 10% of the total Order value. The shipment of late deliveries will be at Seller's expense; depending on delinquency, Next Day Air shipment may be required.

6 Quality Management

- 6.1 Seller and its suppliers shall establish and maintain a quality management, inspection and counterfeit parts program acceptable to SemiDice and consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Seller shall permit SemiDice to review procedures, practices, processes and related documents to determine such acceptability. Records of all quality control inspection work by Seller shall be kept complete and available to SemiDice and its customers for a period of four (4) years (unless a long period is specified elsewhere in this Agreement) after SemiDice's acceptance of all goods delivered or services rendered under this Agreement. Seller shall have a continuing obligation to promptly notify SemiDice of any violation or deviation from Seller's approved inspection/quality control system and to advise SemiDice of the quantity and specific identity of any Products or Services provided to SemiDice during the period of any such violation or deviation.
- 6.2 If the Order includes calibration services, Seller will provide calibration services in compliance with the requirements of ANSI Z540 latest revision and the measurement standards traceable to the National Institute of Standards and Technology (NIST).
- 6.3 Seller shall not delegate or subcontract any work related to this Agreement without the prior written consent of SemiDice. Seller shall require its suppliers and lower-tier subcontractors to comply with quality assurance requirements comparable to those contained in the Order and shall include this clause in all contracts with suppliers and lower-tier subcontractors providing items or components or performing work related to this Agreement, including this requirement to flow this clause down to their suppliers and lower-tier subcontractors. Seller assumes responsibility for the workmanship of its suppliers and lower-tier subcontractors and for the quality of items, components, materials, and services it procures.
- 6.4 Unless otherwise specified in this Agreement, Seller and its suppliers and lower-tier subcontractors do not have authority to process "use-as-is," "repair," standard or nonstandard repair procedures, through their internal material review board or otherwise. Such dispositions, as well as deviations and requests for waivers requiring similar disposition, shall be submitted to SemiDice for approval, excluding rework or scrap. Seller shall utilize its appropriate nonconforming material disposition form and submit it to SemiDice's authorized representative for approval by SemiDice.

7 Warranty

- 7.1 In addition to any other standard, express, or implied warranties, Seller warrants that all Products and Services furnished hereunder shall:
- 7.1.1 Conform fully with all requirements of this Agreement, including any and all specifications, drawings, and performance requirements
 - 7.1.2 Conform to approve sample or samples, if any;
 - 7.1.3 Unless detailed designs have been furnished by SemiDice, be fit for the use intended by SemiDice whether

expressed or reasonably implied;

7.1.4 Be new and free from defects in material, workmanship, design and fabrication;

7.1.5 Be free from security interests, liens or encumbrances and be of good title; and

7.1.6 Be performed with that degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar Products or Service.

7.2 All warranties shall run to SemiDice, its successors, assigns, customers, and the users of the Products or Services.

7.3 In addition to any other rights SemiDice may have, if any Products or Services delivered pursuant to this Agreement are found to be not as warranted, SemiDice may return any such Products or Services to Seller, at Seller's expense, for correction, replacement, or credit, as SemiDice may direct. Any Products or Services repaired or replaced shall be subject to the warranty provisions herein to the same extent as Products or Services initially furnished.

7.4 If Seller, upon notice of any defect, fails promptly to correct or replace Products or Services as required herein, SemiDice may, without further notice, correct or replace such Products or Services, and Seller agrees to reimburse SemiDice for all costs incurred thereby. Products or Services that have been rejected, shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products or Services shall be subject to the provisions of this article to the same extent as the original supplies. All warranties shall then run from the latter delivery date.

7.5 At SemiDice's option the non-compliant products shall be repaired or replaced by the Seller at no cost to SemiDice.

7.6 The remedies provided in this Section are in addition to any other remedies SemiDice may be entitled to under applicable law or in equity, and will be cumulative rather than in the alternative.

8 Invoicing, Payment, Taxes, and Duties

8.1 After each shipment made under this Agreement, Seller shall send a separate invoice, in duplicate, which shall include item numbers or other identifiers for the Products or Services and shall be accompanied by a bill of lading or express receipt. SemiDice's Order number and part number shall appear on all invoices, packages, crates or boxes, bills of lading, express receipts, correspondence and other instruments used in connection with this Order. Invoices that do not comply with prices or other terms of the Order will be returned to the Seller for correction. All invoices shall be supported by such documents in such form as SemiDice requests and shall bear such certification as may be required by law, regulations or this Agreement.

8.2 Unless otherwise authorized by SemiDice, Seller shall not issue an invoice prior to the actual delivery date of products.

8.3 Unless otherwise provided, payment shall be made within sixty (60) days of the scheduled delivery date, the actual delivery date, or the date of receipt of a proper and compliant invoice, whichever is latest. Payment shall be deemed to have been made on the date SemiDice's check is mailed or payment is otherwise tendered. Payment of invoice shall not constitute acceptance of Products or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this Agreement.

8.4 Any applicable discount period to SemiDice will run from the date of receipt of a compliant invoice (rather than the date of issuance), the actual date of acceptance of the Products or Services, or the delivery date specified in this Order, whichever is latest. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice.

8.5 SemiDice may set off any amount owed by Seller to SemiDice against any amount owed by SemiDice in connection with this Agreement.

8.6 Prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government ("Fees"), all of which shall be listed separately on Seller's proposal or quote. SemiDice shall not be responsible for (a) any Fees listed on the invoice but not listed on Seller's proposal or quote, (b) any amount in excess of the amount listed on the SemiDice issued Order related to any Products or Services, or (c) costs associated with delays or storage while in customs. Seller will provide SemiDice with thirty (30) days prior written notice for any Seller-initiated changes in prices associated with tariff changes, and such changes will be reviewed by SemiDice on a case by case basis, when provided with proper notice and documentation supporting such tariff change. Such tariff change shall be mutually agreed to

between Buyer and Seller prior to any such tariff change becoming effective. Seller shall use commercially reasonable efforts to (A) avoid tariffs and (B) provide prompt written notice to Buyer of any possible tariff changes after the Order has been placed.

8.7 Seller shall promptly repay SemiDice any amounts paid in excess of amount due Seller per Order.

9 Termination for Convenience

9.1 SemiDice reserves the right to terminate this Agreement, or any part hereof, for its convenience. SemiDice shall terminate by delivering to Seller notice specifying the extent of termination and the effective date. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

9.2 Within forty-five (45) days after the effective date of termination, Seller may submit to SemiDice a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges Seller can demonstrate to the satisfaction of SemiDice, using Seller's standard recordkeeping system, have resulted from the termination. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided, and Seller must submit documented support for all claims presented to SemiDice for reimbursement with Seller's proposal or quote.

9.3 In no event shall SemiDice be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order price.

9.4 Seller shall continue all work not terminated. The provision of this section shall not limit or affect the right of SemiDice to terminate this Agreement for default.

10 Termination for Default

10.1 SemiDice, by written notice, may terminate this Agreement for default, in whole or in part, if Seller:

- 10.1.1 Fails to comply with any of the terms of this Agreement;
- 10.1.2 Fails to make progress so as to endanger performance of this Agreement;
- 10.1.3 Fails to provide adequate assurance of future performance;
- 10.1.4 Files or has filed against it a petition in bankruptcy; or
 - i. Becomes insolvent or suffers a material adverse change in financial condition.

10.2 Prior to termination under this Section, Seller shall have ten (10) days (or such longer period as SemiDice may authorize in writing) to cure any such failure after receipt of notice from SemiDice, except that default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to this cure provision.

10.3 Following a termination for default of this Agreement, Seller shall be compensated only for Products or Services actually delivered and accepted. SemiDice may require Seller to deliver to SemiDice any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of this Agreement. SemiDice and Seller shall agree on the amount of payment for these other deliverables.

10.4 Upon the occurrence and during the continuation of a default, SemiDice may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Agreement.

10.5 Seller shall continue all work not terminated.

11 Compliance with Laws

Seller warrants that all Products or Services produced or furnished under this Agreement will have been produced or furnished in full compliance with all applicable laws and regulations, including, without limitation, the Fair Labor Standard Act, and the laws, rules, and regulations relative to equal employment opportunity, all of which are incorporated herein by this reference. In performing the obligations of this Agreement, Seller will comply with all applicable export, import, and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, technical data or services, including without limitation the United States Export Administration Regulations ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States

Foreign Corrupt Practice Act, the United States Arms Export Control Act and regulations and orders administered by the United States Treasury Department's Office of Foreign Assets Control (collectively, "Export/Import Laws"). Seller shall obtain all export or import authorizations, permits and licenses at its expense, which are required under the Export/Import Laws to execute its obligations under the Agreement. Seller further agrees to indemnify and hold SemiDice and its customers harmless from any loss or damage that may be sustained by SemiDice for Seller's failure, or alleged failure, to do so.

12 Indemnification

- 12.1 General. Seller shall defend, indemnify, and hold harmless SemiDice, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Agreement.
- 12.2 Infringement. Seller warrants that the Products and Services performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller further shall pay all royalties and license fees which may be payable on account of or related to the Products or Services or any part thereof. Seller shall defend, indemnify, and hold harmless SemiDice, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Products or Services performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity. No other provision in this Agreement, including but not limited to paragraph (a) of this Section, shall be construed to limit the liabilities or remedies of SemiDice under this clause.
- 12.3 If any Products or Services involve operations by Seller on the premises of SemiDice or one of its customers, Seller shall take all necessary precautions to ensure that its work is carried out in a safe and proper manner. Seller shall also maintain such public liability; property damage and employee's liability and compensation insurance as will protect SemiDice from risk and from any claims under all applicable laws and regulations. Seller shall indemnify, defend, and hold harmless SemiDice and its respective directors, officers, members, employees, contractors and agents from and against all losses, damages, expenses, claims, demands, suits, judgments, penalties and costs of any kind whatsoever, including attorney's fees and expenses, for personal injury, death or damage to property arising out of any breach of this Agreement by Seller, or any act or omission of Seller, its employees, representatives, contractors, consultants or agents.

13 Limitation of Liability

IN NO EVENT SHALL SEMIDICE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SEMIDICE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE ORDER PRICE, WHICH SHALL REPRESENT THE MAXIMUM LIABILITY SEMIDICE HAS TO THE SELLER.

14 Intellectual Property and Seller's Information

- 14.1 In addition to the Government's rights in data and inventions, Seller agrees to grant, and hereby grants, SemiDice, in the performance of its prime or higher-tier contract obligations, an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and higher-tier contractors, and prepare derivative works of any inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports and works of authorship delivered in performance of this Agreement, to the extent necessary for SemiDice to make use of the Products or Services performed or other items or deliverables delivered under this Agreement in the performance of its contract obligations with its customer(s); and (ii) authorize others to do any, some or all of the

foregoing.

- 14.2 Seller shall not provide under, or have provided in contemplation of, this Agreement any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless Seller has the right to do so, and SemiDice shall not view any of the foregoing as confidential or proprietary.
- 14.3 Seller agrees that it shall not receive any right, title or interest in, or any license or right to use, SemiDice's proprietary information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.

15 Prohibited Software

This Section applies only to Orders that involve the delivery of Products or Services including software.

- 15.1 As used herein, "Prohibited Software" means software that incorporates or embeds software in, or integrates software in connection with, as part of, bundled with, or alongside any:
- 15.1.1 Open source, publicly available, or "free" software, library or documentation; or
 - 15.1.2 Software that is licensed under the General Public License ("GPL"), Lesser/Library GPL ("LGPL"), the Affero GPL ("AGPL"), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License ("MPL"), or any variation thereof, including without limitation licenses referred to as "Free Software License," "Open Source License," "Public License," or "GPL Compatible License" (collectively, "Prohibited Licenses"); or;
 - 15.1.3 Software provided under a license that:
 - i. Subjects the delivered software to any Prohibited License;
 - ii. Requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge; or
 - iii. Obligates SemiDice to sell, loan, distribute, disclose or otherwise make available or accessible to any third party the delivered software, any Products or Services incorporating the delivered software, or any portion thereof, in object code or source code formats.
- 15.2 Seller shall disclose to SemiDice in writing and shall obtain SemiDice's written consent before using or delivering any Prohibited Software in connection with this Agreement. Seller further warrants all Prohibited Software used or delivered in connection with this Agreement complies with any applicable license.
- 15.3 Seller shall defend, indemnify, and hold harmless SemiDice, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Agreement or the delivery of Prohibited Software. No other provision in this Agreement, including but not limited to the Indemnification clause, shall be construed to limit the liabilities or remedies of the parties for the use of Prohibited Software in connection with this Agreement or for the delivery of Prohibited Software under this Agreement.
- 15.4 Seller warrants that any hardware, software, and firmware delivered under this Agreement do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware.

16 Changes

SemiDice shall have the right at any time by written notice to Seller to make changes to the specifications, the quantity or amount of Products or Services, delivery dates, the delivery schedule, and any other requirements covering the Products or Services. If any such change causes an increase or decrease in the cost of the Products or Services, or the time required for performance under this Agreement, a corresponding adjustment will be made in the contract price or delivery date. Price increases or extensions of time for delivery shall not be binding on SemiDice unless agreed to in writing by an authorized representative of SemiDice. Seller must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from SemiDice. If Seller's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, SemiDice shall have the right to prescribe the manner of disposition of the property.

17 Communication with SemiDice's Customer

Seller shall not communicate with SemiDice's customer or any higher-tier customer in connection with this Agreement, except as expressly permitted by SemiDice; provided that this clause does not prohibit Seller from communicating with the U.S. Government with respect to (1) matters Seller is required by law or regulation to communicate to the Government, (2) fraud, waste or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Agreement, including a FAR or FAR supplemental clause included in this Agreement, provides for direct communication by Seller to the Government, or (4) any material matter pertaining to payment or utilization.

18 Insurance

18.1 Seller and its suppliers and lower-tier subcontractors at any tier shall maintain for the performance of this Agreement the following insurances:

- 18.1.1 Workers' compensation insurance meeting the statutory requirements where Seller's work under the Agreement will be performed;
- 18.1.2 Employer's liability in the amount of \$1 million per each accident or per each employee for disease;
- 18.1.3 Commercial general liability including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as SemiDice may require;
- 18.1.4 Automobile liability insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as SemiDice may require; and
- 18.1.5 Such other insurance as SemiDice may require.

18.2 Seller shall provide SemiDice thirty (30) days advance writing notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however that such notice shall not relieve Seller of its obligations to maintain the required insurance. Seller shall have its insurers name SemiDice as an additional insured on the Commercial General Liability and Automobile Liability policies for the duration of this Agreement. If requested, Seller shall provide a "Certificate of Insurance" evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of SemiDice and is not contributory with any insurance which SemiDice may carry. Seller's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Agreement.

19 Governing Law and Arbitration of Disputes

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions.

19.1 Arbitration of Disputes

Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of either party, by arbitration conducted in Orlando, Florida, or such other location upon which the Parties may mutually agree, before and in accordance with the then-existing Rules of Commercial Arbitration of the American Arbitration Association ("AAA"), except that for controversies, disputes or claims between SemiDice and a foreign corporation, the then-existing International Arbitration Rules of the AAA shall govern, and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

The Parties hereby consent to the jurisdiction of an arbitration panel and of the courts located in, and venue in, Orlando, Florida, with respect to any dispute arising under this Agreement. Any controversy concerning whether a dispute is an arbitrable dispute hereunder shall be determined by one or more arbitrators selected in accordance with this provision. The Parties intended that this agreement to arbitrate be valid, specifically enforceable and irrevocable.

19.2 Initiation of Arbitration

A party may initiate arbitration hereunder by filing a written demand for arbitration with the other party to the dispute

and with the American Arbitration Association ("AAA"). Arbitration hereunder shall be conducted in a timely, expedited manner.

19.3 Selection of Arbitrator

Any arbitration shall be held before a single arbitrator, who shall be selected in accordance with the procedures of the American Arbitration Association ("AAA"), and shall be a member of the Large Complex Case Panel with significant intellectual property (patent and copyright) law and semiconductor manufacturing experience. If the Parties are unable to agree on a single arbitrator, then each of the Parties shall select an arbitrator and such arbitrators shall select a third arbitrator. The arbitration shall then be held before the panel of three arbitrators.

19.4 Awards

The arbitrator(s) may, in its discretion, award to the prevailing party in any arbitration proceeding commenced hereunder, and the court shall include in its judgment for the prevailing party in any claim arising hereunder, the prevailing party's costs and expenses (including expert witness expenses and reasonable attorneys' fees) of investigating, preparing and presenting such arbitration claim or cause of action.

20 Assignment

Seller may not assign, novate, or transfer, by operation of law or otherwise, this Agreement, in whole or in part, without the prior written approval of SemiDice. In all events, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Any purported assignment in contravention of this clause will be deemed null and void.

21 Interpretation

The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof.

22 Non-Waiver

No waiver of any provision of this Agreement, or of a breach hereof, whether express or implied, shall be effective unless in writing and signed by SemiDice, and no waiver shall constitute a waiver of any subsequent breach.

23 Severability

All provisions of this Agreement are severable, and the unenforceability or invalidity of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

24 Order of Precedence

The clauses of this Agreement shall be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement shall be resolved by giving precedence in the following order: (1) the Order; (2) these Terms; and (3) any statement of work, specifications, or other requirements incorporated into the Agreement.

25 Survivability

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Agreement.

26 Relationship of Parties

Seller shall at all times be an independent contractor with respect to the operations and activities under this Agreement. Seller's personnel are not and shall not be employees or agents of SemiDice for any purpose. Neither Party shall have any authority to act for or to bind the other party in any respect. Neither Party shall act as agent for or partner of the other Party, nor shall any Party have authority to bind the other Party except to the extent authorized herein or as otherwise provided by mutual written agreement. This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership, or a formal business organization of any kind, and the rights and obligations of the Parties shall be only as expressly set forth herein.

27 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by confirmed facsimile to the facsimile number in the Order, sent by email to the email address in the Order, or

one calendar day after being sent by confirmed overnight or electronic mail to the address in the Order.

28 Government Contracts or Use

- 28.1 In the event the Products or Services covered by the Order are to be used in whole or in part for the performance of federal government contracts, governed by specific rules and regulations of the federal government, additional clauses may be attached and incorporated herein by reference and shall predominate in the event of conflict with any other provision of this Agreement unless specifically noted.
- 28.2 The referenced clauses are set forth or referred to in the Federal Acquisition Regulation ("FAR") and Department of Defense Supplement to the FAR ("DFARS"). In order to make the context of these clauses applicable to this Agreement, FAR clauses can be found at <http://acquisition.gov/comp/far/index.html>, and DFARS clauses can be found at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.
- 28.3 In the event SemiDice is required to flow-down any additional or different terms, conditions, and/or certification requirements as a requirement of its government contract, Seller agrees to negotiate in good faith with SemiDice the incorporation of such terms, conditions, and/or certification requirements.

29 Notification of Equal Employment Opportunity/Affirmative Action Obligations

As part of SemiDice's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby provide notice that SemiDice is an equal opportunity employer that makes employment decisions without regard to race, religion, color, national origin, citizenship, sex, sexual orientation, gender identity, veteran's status, age, or disability status and that SemiDice takes affirmative steps to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. SemiDice further notifies all vendors that, as an entity supplying goods and/or services to SemiDice, your organization may be subject to, and required to take action pursuant to, the following laws and accompanying regulations: Executive Order 11246 (and its implementing regulations); the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations); the Rehabilitation Act of 1973, as amended (and its implementing regulations); Executive Order 13496 Appendix A to Subpart A0. The equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between SemiDice and all its suppliers.

30 New Materials

Unless expressly authorized in writing, all Products and Services to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5.

31 Parts Obsolescence

During Performance of this Agreement, Seller shall notify SemiDice of any planned obsolescence of the Products or Services or any parts or components of such Products or Services set out in this Order at least twelve (12) months prior to any such planned obsolescence.

32 Counterfeit Parts

- 32.1 Seller shall not deliver any Counterfeit Part to SemiDice under this Agreement. "Counterfeit Part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified 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 parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- 32.2 Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Agreement.
- 32.3 Seller shall immediately notify SemiDice with the pertinent facts if Seller becomes aware that it has delivered a Counterfeit Part to SemiDice. When requested by SemiDice, Seller shall provide Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) documentation that authenticates traceability of the affected parts to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to SemiDice in conducting any investigation regarding the delivery of a Counterfeit Part under this Agreement.
- 32.4 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 Agreement addressing the authenticity of Products or parts delivered by Seller to SemiDice.

- 32.5 In the event that a Counterfeit Part has been delivered under this Agreement, Seller shall, at its expense, promptly replace such Counterfeit Part with genuine parts conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation SemiDice's costs of removing Counterfeit Part, of installing replacement parts and of any testing necessitated by the reinstallation of parts after a Counterfeit Part has been exchanged. The remedies contained in this paragraph are in addition to any remedies SemiDice may have at law, equity or under other provisions of this Agreement.

33 Retention of Records

Unless a longer period is specified in this Agreement or by law or regulation, Seller shall retain all records related to this Agreement for four 10 years from the date of final payment received by Seller. Records related to this Agreement include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to SemiDice and to SemiDice's customer(s), including the U.S. government, upon request.

34 Export Controls

- 34.1 Seller shall control the dissemination of and access to technical data, information and other items received under this Agreement in accordance with U.S. export control laws and regulations. If this Order involves the delivery of products, software, technical data or services (which includes design, assembly, testing, repair, maintenance or modification to SemiDice products or technologies) subject to United States export control laws and regulations Seller shall comply with all applicable U.S. export and re-export control laws and regulations and any local government export regulations.
- 34.2 ITAR Control and Compliance. Companies engaged in manufacturing or modification of Defense Articles or furnishing Defense Services (whether or not the Defense Articles or Services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls ("DDTC") in accordance with ITAR 22 C.F.R 122. If so engaged, Seller, by its offer and/or acceptance of this Order, represents that it is registered with the DDTC. Proof of such registration will be promptly provided to SemiDice upon request.
- 34.3 Non-U.S. Companies. Non-U.S. companies shall be registered as required under its local government export regulations. Canadian companies must be registered by the Canadian Federal or Provincial government authorities.
- 34.4 Seller shall maintain its registration throughout the complete period of performance of this Subcontract, including any warranty period, and shall immediately notify SemiDice in the event that any such registration and/or other required authorization is revoked, expired or invalidated for any reason.
- 34.5 Where Seller holds an export license or export agreement (e.g., TAA, MLA), Seller shall provide prompt notification to SemiDice in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Seller's performance under this Subcontract.

35 Force Majeure

Neither party shall be held responsible or liable for any loss or damage resulting from a delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by (a) acts of God or of the public enemy, (b) acts of a governmental authority, (c) strikes, (d) fires, (e), floods, or (f) other similar causes beyond its reasonable control and without the fault or negligence of the delayed nonperforming party or its subcontractors. When a party's delay or nonperformance continues for a period of at least thirty (30) days, the other party may terminate, at no charge, this Agreement or the Order.

36 Gratuities/Kickbacks

Seller warrants and certifies that neither it nor any of its employees, agents or representatives has offered or given any gratuities of any kind, nature or amount, to SemiDice's employees, agents or representatives for the purposes of securing this Agreement or securing favorable treatment with respect thereto in violation of FAR 52.203-3.

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR FIXED PRICE SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A UNITED STATES DEPARTMENT OF DEFENSE PRIME CONTRACT

A. INCORPORATION OF FAR AND DFARS CLAUSES

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.
2. "Commercial service" means any such service as defined in FAR 2.101.
3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
4. "Contract" means this contract.
5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SEMIDICE's government prime contract under which this Contract is entered.
6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom SemiDice is contracting, acting as the immediate subcontractor to SemiDice.
7. "Prime Contract" means the contract between SemiDice and the U.S. Government or between SemiDice and its higher-tier contractor who has a contract with the U.S. Government.
8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "SemiDice" for "Government" or "United States" throughout this clause.
2. Substitute "SemiDice Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SemiDice" after "Government" throughout this clause.
4. Insert "or SemiDice" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through SemiDice.
6. Insert "and SemiDice" after "Contracting Officer", throughout the clause.
7. Insert "or SemiDice PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled Communication with SemiDice Customer with respect to communications between SELLER and the Government.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of SemiDice it will negotiate in good faith with SemiDice relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SemiDice may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SemiDice furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SemiDice, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

F. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

The following FAR clauses apply to this Contract:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the SemiDice Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract.)

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 the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (SELLER shall provide SemiDice copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (Note 4 applies in paragraph (b). Reports required by this clause will be made to SemiDice.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to SemiDice.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "SemiDice" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "SemiDice" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (JUN 2020) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.. Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (AUG 2018) (Applies if this Contract is for services 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 CFR Part 4. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) (Note 2 applies. In paragraph (e) Note 3 applies.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "SemiDice.")

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material.)

In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceed the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (NOV 2021) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

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

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the SemiDice Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies).

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or SemiDice." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or SemiDice." Delete paragraph (b) of the clause.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED

TO FOREIGN CONCERNS (JUN 2020) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (JUN 2020) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or SemiDice." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if SemiDice does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event SemiDice's customer has directed SemiDice to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, SemiDice may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from SemiDice".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate 1 applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

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

FAR 52.245-1 GOVERNMENT PROPERTY (SEPT 2021) ("Contracting Officer" means "SemiDice" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes SemiDice. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "SemiDice" and except in paragraphs (d)(2) and (g) where the term includes SemiDice. The following is added as paragraph (n) "SELLER shall provide to SemiDice immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (JUN 2020) Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to SemiDice as well as the Contracting Officer. SELLER shall notify SemiDice when it issues a GIDEP report pursuant to this clause.

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021)

FAR 52.248-1 VALUE ENGINEERING (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "SemiDice" in the phrase "Government costs.")

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "SemiDice and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (AUG 2016) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

G. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Contract:

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to SemiDice not the Government. In paragraph (f), note 5 applies.)

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

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

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

information. SELLER shall furnish SemiDice copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also furnish SemiDice copies of any reports SELLER receives from its lower tier subcontractors.)

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

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by SELLER under this clause will be provided to SemiDice.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to SemiDice. "Government" means "SemiDice" except in the definition of "issuing agency" in paragraph (a).)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019) (Applies if this subcontract exceeds the simplified acquisition threshold.)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "SemiDice" Paragraph (b)(ii)(E) is deleted.

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2019) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and SemiDice Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2020) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact SemiDice's Procurement Representative.)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (SEP 2019) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

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

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "SemiDice." SemiDice shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to SemiDice on behalf of SELLER.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract)

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 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (Note 1 applies.)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

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

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract 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 SemiDice and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and 249.7003(c)(2)(ii). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

H. CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that SemiDice will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of SemiDice, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify SemiDice of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to SemiDice OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to SemiDice if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, SemiDice may terminate this contract for default.

3. FAR 52.222-22 Previous Contracts and Compliance Reports

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits' employees in the United States to Work on this Contract.

4. FAR 52.222-25 Affirmative Action Compliance

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits' employees in the United States to Work on this Contract.

END