

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_DFAR" dated August 08, 2017

Purchasing Standard Terms and Conditions

Definitions. "Buyer" shall mean ThermAvant Technologies, LLC "Seller" shall mean the party with whom Buyer is contracting and to whom Buyer has issued this Purchase Order ("Order").

1. When the materials, and products ("goods") or services, including the products resulting from services are for use in connection with a United States Government ("Government") Department of Defense prime contract or higher-tier subcontract, in addition to the General Provisions (TC-01_ALL) and the Federal Acquisition Regulation (FAR) provisions (TC-02_FAR), the following Department of Defense FAR Supplement (DFARS) clauses and provisions (TC-03_DFAR), shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-03_DFAR) and the General Provisions (TC-01_ALL) or the FAR provisions (TC-02_FAR), the DFARS provisions (TC-03_DFAR) shall control.

2. The following clauses set forth in the DFARS in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative or when title to property is to be transferred directly to the Government. The listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable DFARS clauses in accordance with the flow down requirements specified in such clauses. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer's U.S. Government programs.

A. APPLICABLE TO ALL PURCHASE ORDERS WITHOUT REGARD TO DOLLAR VALUE:

1. **252.203-7000** "Requirements Relating to Compensation of Former DoD Officials (Sep 2011)"
2. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
3. **252.204-7000** "Disclosure of Information" (Applicable to Purchase Orders when the seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
4. **252-204-7003** "Control of Government Personnel Work Product"

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

5. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
7. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-O0001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015.)
8. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
9. **252.208-7000** "Intent to Furnish Precious Metals as Government-Furnished Material"(Applicable to Purchase Orders when the item being purchased contains precious metals.)
10. **252.209-7004** "Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country"
11. **252.211-7003** "Item Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
12. **252.211-7007** "Reporting of Government-Furnished Property" (Applicable to Purchase Orders when FAR Clause 52.245-1 is contained in the prime contract and Seller is in possession of Government Property. Seller will comply with paragraph (d) of this clause.)
13. **252.223-7001** "Hazard Warning Labels" (Applicable to Purchase Orders for goods that require submission of hazardous material data sheets (see FAR 23.302(c).)
14. **252.223-7002** "Safety Precautions for Ammunition and Explosives" ("Government" means "Government and/or Buyer".)
15. **252.223-7003** "Change in Place of Performance – Ammunition and Explosives"
16. **252.223-7004** "Drug-free Work Force (Sep 1988)"
17. **252.223-7006 & Alt I** "Prohibition on Storage and Disposal of Toxic and Hazardous Materials" (Includes Alt I if it is in the prime contract) (Applicable to Purchase Orders that require, may require, or permit a Seller or its lower tier subcontractors access to a DoD installation.)
18. **252.223-7007** "Safeguarding Sensitive Conventional Arms, Ammunition and Explosives" (Applicable to Purchase Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Seller as Government-furnished property.)
19. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
20. **252.225-7001** "Buy American Act and Balance of Payments Program"
21. **252.225-7002** "Qualifying Country Sources as Subcontractors"
22. **252.225-7007** "Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies" (Applicable to Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation.)
23. **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
24. **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause.) (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

- the end products that Buyer will deliver to the Government under prime contracts awarded or modified to include the clause after July 28, 2009 according to the clause.)
25. **252.225-7010** "Commercial Derivative Military Article – Specialty Metals Compliance Certificate" (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009.)
 26. **252.225-7012** "Preference for Certain Domestic Commodities"
 27. **252.225-7013** "Duty-Free Entry"
 28. **252.225-7014 & Alt. I** "Preference for Domestic Specialty Metals and Alternate I" (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.)
 29. **252.225-7014 (Dev. No. 2006-O0004) & Alt. I (Dev. No. 2006-O0004)** "Preference for Domestic Specialty Metals" (DEVIATION No. 2006-O0004) and Alternate I (DEVIATION No. 2006-O0004) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after November 15, 2006 and before October 26, 2007 and that do not specifically incorporate a different specialty metals clause.)
 30. **252.225-7014 (Dev. No. 2007-O0011) & Alt. I (Dev. No. 2007-O0011)** "Preference for Domestic Specialty Metals" (DEVIATION No. 2007-O0011) and Alternate I (DEVIATION No. 2007-O0011) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after October 25, 2007 and before January 29, 2008 and that do not specifically incorporate a different specialty metals clause.)
 31. **252.225-7014 (Dev. No. 2008-O0002) & Alt. I (Dev. No. 2008-O0002)** "Preference for Domestic Specialty Metals" (DEVIATION No. 2008-O0002) and Alternate I (DEVIATION No. 2008-O0002) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after January 28, 2008 and before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.)
 32. **252.225-7015** "Restriction on Acquisition of Hand or Measuring Tools"
 33. **252.225-7016** "Restriction on Acquisition of Ball and Roller Bearings"
 34. **252.225-7025** "Restriction on the Acquisition of Forgings"
 35. **252.225-7027** "Restriction on Contingent Fees for Foreign Military Sales"
 36. **252.225-7028** "Exclusionary Policies and Practices of Foreign Governments"
 37. **252.225-7030** "Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate"
 38. **252.225-7031** "Secondary Arab Boycott of Israel"
 39. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
 40. **252.225-7048** "Export-Controlled Items"
 41. **252.227-7013** "Rights in Technical Data – Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.)
 42. **252.227-7014** "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (Applicable to solicitations and resulting Purchase Orders when

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

- Seller's performance will require delivery of computer software or computer software documentation.)
43. **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under
 44. **252.227-7016** "Rights in Bid or Proposal Information" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
 45. **252.227-7017** "Identification and Assertion of Use, Release, or Disclosure Restrictions" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
 46. **252.227-7018** "Rights in Non-Commercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (Feb 2015)"
 47. **252.227-7019** "Validation of Asserted Restrictions – Computer Software" (Applicable to all Purchase Orders when Seller's performance includes the furnishing of computer software that Buyer will furnish to the Government.)
 48. **252.227-7025** "Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends"
 49. **252.227-7026** "Deferred Delivery of Technical Data or Computer Software"
 50. **252.227-7027** "Deferred Ordering of Technical Data or Computer Software"
 51. **252.227-7028** "Technical Data or Computer Software Previously Delivered to the Government" (Applicable to solicitations for Purchase Orders when the resulting Purchase Order will require the Seller to deliver technical data.)
 52. **252.227-7030** "Technical Data – Withholding of Payment" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013 or 252.227-7018.)
 53. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
 54. **252.227-7038** "Patent Rights – Ownership by the Contractor (Large Business)" (Applicable to Purchase Orders for experimental, developmental, or research work if the Seller is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.)
 55. **252.227-7039** "Patents – Reporting of Subject Inventions" (Applicable to solicitations and resulting Purchase Orders that will include the clause at FAR 52.227-11.)
 56. **252.228-7001** "Ground and Flight Risk" (Applicable to solicitations and resulting Purchase Orders for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies.)
 57. **252.228-7005** "Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles"
 58. **252.231-7000** "Supplemental Cost Principles" (Applicable to solicitations and resulting Purchase Orders that are subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.)
 59. **252.235-7003** "Frequency Authorization" (Applicable to Purchase Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)
 60. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services.)
 61. **252.239-7016** "Telecommunications Security Equipment, Devices, Techniques, and Services" (Applicable to Purchase Orders which require securing telecommunications.)

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

62. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology under DoD contracts awarded after November 18, 2013.)
63. **252.243-7001** "Pricing of Contract Modifications (Dec 1991)"
64. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD
65. **252.246-7001** "Warranty of Data" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013.)
66. **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
67. **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
68. **252.247-7023** "Transportation of Supplies by Sea"
69. **252.247-7024** "Notification of Transportation of Supplies by Sea"

B. PURCHASE ORDERS OF \$150,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.249-7002** "Notification of Anticipated Contract Terminations or Reductions (less paragraph (d)(1))

C. PURCHASE ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.203-7001** "Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies"

D. PURCHASE ORDERS OVER \$500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.226-7001** "Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns"

E. PURCHASE ORDERS OVER \$650,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.219-7003** "Small Business Subcontracting Plan (DoD Contracts)" (Include Alternate 1 if it is included in the prime contract) (Applicable to Purchase Orders under prime contracts which contain FAR clause 52.219-9.)
2. **252.219-7004** "Small Business Subcontracting Plan (Test Program)" (Applicable to Purchase Orders that offer subcontracting possibilities.)

F. PURCHASE ORDERS OVER \$1,000,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.222-7006** "Restricting the Use of Mandatory Arbitration Agreements" (Applicable to Purchase Orders issued under prime contracts containing the clause and awarded after June 17, 2010.)

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

CERTIFICATION Regarding Compliance with DFARS 252.222-7006 (If this clause is included in Buyer's prime contract or higher tier subcontract, this certification is applicable to Purchase Orders over \$1,000,000 issued after June 17, 2010, under DoD contracts except Purchase Orders for the acquisition of commercial items or commercially available off-the-shelf items.):

By Seller's acceptance of this Purchase Order:

(i) Seller certifies that it shall not enter into, and shall not take any action to enforce any provision of, any agreement with any of its employees or independent contractors performing work related to this Purchase Order, that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964, or any tort related to or arising out of a sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(ii) Seller certifies that it requires each of its lower tier subcontractors, which performs work under this Purchase Order and which is a "covered subcontractor" as defined in DFARS 252.222-7006, to agree not to enter into, and not take any action to enforce any provision of, any agreement with any of its employees or independent contractors performing work related to this Purchase Order, that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under Title VII of the Civil Rights Act of 1964, or any tort related to or arising out of a sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention.

2. **252.225-7033** "Waiver of United Kingdom Levies" (Applicable to Purchase Orders where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.)

G. PURCHASE ORDERS OVER \$1,500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.211-7000** "Acquisition Streamlining"

H. PURCHASE ORDERS OVER \$5,000,000 (OR THE THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.203-7004** "Display of Fraud Hotline Poster(s)" (Applicable to all Purchase Orders except Purchase Orders that are for acquisition of a commercial item, or that will be performed entirely outside the United States, in lieu of FAR 52.203-14 Display of Hotline Poster(s).)

3. Business Systems Rule:

Seller shall communicate and otherwise deal directly with the United States Government Contracting Officer to the extent practicable and permissible as to all matters relating to any of Seller's business systems under any of the following applicable Business Systems clauses: 252.215-7002 "Cost Estimating System Requirements", 252.234-7002 "Earned Value Management System", 252.242-7004 "Material Management and Accounting System", 252.242-7006 "Accounting System Administration", 252.244-7001 "Contractor Purchasing System Administration", 252.245-7003 "Contractor Property Management System Administration" (hereinafter referred to collectively as "Business Systems clauses"). Seller shall provide Buyer with copies of communications with the United States Government respecting significant deficiencies in any of Seller's business systems under the applicable Business Systems clauses, provided Seller shall not be required to disclose to Buyer such communications containing information confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller hereby indemnifies and holds Buyer harmless to the full extent of any loss, damage, or expense including

THERMAVANT TECHNOLOGIES SUPPLEMENTAL TERMS & CONDITIONS

Document number: "TC-03_D FAR" dated August 08, 2017

without limitation any withholds under 252.242-7005 "Contractor Business Systems" incurred by Buyer that result from any government action, claim, withhold or similar action against Buyer that results in a Buyer loss or expense of any type, including lost profit or fee, legal costs, interest, indirect cost markups, because of a failure of Seller or its lower-tier subcontractors to comply with any of the Business Systems clauses.