# Standard Terms and Conditions of Purchase

1. ACKNOWLEDGMENT
Seller's performance hereunder shall constitute acceptance of this Order under these terms and conditions. Any acknowledgment hereof which takes exception to the terms or conditions of this Order will not be considered binding upon Purchaser unless agreed to in writing by an authorized representative of Purchaser.

2. MARKING
Unless otherwise specified herein, Seller shall properly mark each package with Purchaser's order number, and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase Order number and package numbers shall be shown on Packing Slips, Bills of Lading and Invoices. Packing Slips must accompany each shipment.

3. CONFIDENTIAL AND PROPRIETARY INFORMATION
Seller shall consider all information (whether oral or written) furnished by Buyer to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performance of this Order, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings and models), know-how, computer software (whether in source or object code form), Interface Control Documents (ICDs) and documentation related thereto, research, experimental and development work, design details and specifications, technical data, customer information, plant tour and business or financial information, including without limitation information related to future business plans, customer solicitations, sources of material and supply and other sensitive business information. Seller shall use the same care it uses to protect its own information. Seller shall not advertise or publish the fact that Seller has contracted with Purchaser without Purchaser's prior written consent.

Nondisclosure provisions of this Purchase Order shall take effect upon receipt of the Purchase Order by Seller and continue for a period of eight (8) years after the final payment of the invoice(s).

4. INSPECTION AND ACCEPTANCE
All goods delivered and services performed are subject to inspection before final acceptance. Purchaser may reject an entire shipment if a sample inspection discloses that articles so inspected contain defective material or workmanship or do not conform to specifications or samples (the extent of such a sample inspection to be at the sole judgment of Purchaser) unless Seller agrees to reimburse Purchaser for the cost of a complete inspection of the articles included in such shipment. If any goods are found to be defective in material or workmanship or otherwise not in conformity with this Order (including drawings, samples and/or specifications), Purchaser, in addition to any other rights which it may have, may at its option: (i) correct or have corrected the nonconformity at

Seller's expense, or (ii) reject and return such supplies or other deliverable items at Seller's expense, such rejected supplies or other deliverable items not to be replaced by Seller without written authorization from Purchaser. Purchaser may direct sorting and/or rework of rejected goods at Seller's expense. Payment shall not constitute acceptance. This clause shall not in any way diminish the Government's right of examination, audit, and surveillance as provided under the Government Prime Contract General Provisions incorporated hereunder.

5. DELIVERY SCHEDULE

Time is of the essence in this contract. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser in advance of schedule may at Purchaser's option be returned to Seller at Seller's expense, or retained by Purchaser but paid for in accordance with delivery schedule. Should Seller fail to make timely delivery, Purchaser at its option may either approve a revised delivery schedule proposed by Seller or may cancel the Order, in whole or in part, or may exercise any other lawful remedy. If Seller does not comply with Purchaser's delivery schedule, Purchaser may direct delivery by fastest means, and resulting charges must be fully paid by Seller.

6. PURCHASER'S PROPERTY

Unless otherwise provided herein, all items, materials, facilities, tools, jigs, dies, fixtures, patterns, or equipment furnished or paid for by the Purchaser shall be the property of the Purchaser, and Seller shall bear all risk of loss thereof and damage thereto, normal wear and tear excepted, while such property is in Seller's possession. Property covered by this provision shall be suitably protected, segregated and marked as the property of Purchaser; shall not be moved from Seller's premises without written Purchaser approval; and shall be immediately delivered to Purchaser upon request. All drawings produced by Seller in the course of performance of any engineering work required by this purchase order shall be the Purchaser's property and shall be delivered to Purchaser upon demand.

7. SHIP EXACT QUANTITY

When purchaser processes and returns an over shipment a chargeback (debit memorandum) of all freight or postal charges and other costs incurred as a result of that over shipment, will be issued.

8. COMPLIANCE WITH LAWS

A. Seller shall comply with all applicable federal, state, and local laws, rules and regulations and agrees to hold Purchaser harmless from all liability resulting from failure to so comply. Without limiting the generality of the foregoing, Seller in accepting this Order represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act

of 1938, as amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof. Seller shall insert language on all invoices submitted in connection with this Order stating that the goods or services were produced or rendered in accordance with the foregoing representations.

B. Seller shall comply with FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026), including flowing the substance of that clause to all lower-tier subcontractors.

C. OCCUPATIONAL SAFETY AND HEALTH ACT. Seller certifies that at the time of delivery the products delivered hereunder will be free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws and regulations.

D. Purchaser shall have the right to cancel this Order in whole or in part if any goods hereunder are determined to have been manufactured or sold to Purchaser in violation of any federal, State or local law, rule or regulation (including FAR 52.222-90).

9. ASSIGNMENT
Seller shall not assign its obligations under this Order without the prior written consent of Purchaser's authorized representative.

10. INFORMATION DISCLOSED TO PURCHASER
Any information disclosed by Seller to Purchaser in connection with this Order shall not be deemed confidential or proprietary unless such information is clearly identified in writing as confidential at the time of disclosure. Purchaser shall have no obligation to restrict the use of such information except as expressly agreed in writing or as required by applicable law.

11. CHANGES
Purchaser may at any time, by written order on Purchaser's standard "Purchase Order" form and without notice to sureties, if any, make changes within the general scope of this Order, in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) time of delivery and (iv) place of inspection, delivery, or acceptance. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this Order or otherwise affects any other provisions of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the price or time of performance, or both, and (ii) in such other provisions as may be affected, and the Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the modification of change.

# Standard Terms and Conditions of Purchase

12. INDEMNITY (INTELLECTUAL PROPERTY)
Seller agrees to save harmless and protect Purchaser and its customers against all costs and expenses including attorney's fees, arising out of any claim that any goods or part thereof furnished under this Order constitute an infringement of any intellectual property including but not limited to a patent of either the United States or of the country of manufacture, inventions (patentable or not), trade secrets, copyrights, and software if notified in writing promptly by Purchaser after Purchaser becomes aware of such claim and if Seller is given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Purchaser or its customers. In case the use of said goods or part thereof is enjoined, Seller shall at its own expense and at its option (a) procure for Purchaser and its customers the right to continue using said goods or part. (b) Modify or replace them so as to cure the infringement while continuing to comply with this order; or (c) at Purchaser's sole option and with the prior approval of Purchaser remove said goods and refund the purchase price. The foregoing remedies are in addition to, and not in lieu of, any other rights or remedies available to Purchaser under this Order or applicable law.

13. INDEMNITY (PRODUCT LIABILITY)
Seller agrees to save harmless and protect Purchaser from and against any and all claims, actions, liabilities, losses, costs and expenses, including attorney's fees, arising out of any actual or alleged personal injury or death or damage to property resulting in whole or in part from any defect in any goods sold to Purchaser or services performed by Seller under this Order, including improper design of said goods or a result of said Goods being manufactured, packaged, labeled, shipped or sold or said services being performed in violation of any federal, state or local law, rule or regulation, or as a result of any field modification or recall campaign that Purchaser is required to undertake for its product which incorporates goods procured under this Order where said goods are alleged to be or are actually defective. Seller also agrees, on request to procure a policy or policies of Product Liability Insurance with Vendor's Endorsement naming Purchaser as an additional insured, in such amounts and in such company or companies as shall be satisfactory to Purchaser. All such policies shall provide that coverage hereunder shall not be terminated without at least ten (10) days prior written notice to Purchaser. The obligations set forth in this section shall survive acceptance and payment and shall not be limited by any limitation of liability provision, except to the extent prohibited by law.

14A. GENERAL INDEMNITY
Seller shall indemnify, defend, and hold harmless Purchaser and its customers from and against any and all claims, damages, losses, liabilities, and expenses, including attorney's fees, arising out of or related to Seller's performance, nonperformance, or breach of this order, including but not limited to breach of contract, negligence, or failure to comply with applicable laws and regulations.

14. CLAIMS RELATED TO PRIME CONTRACTS

Any subcontractor claims related to prime contracts must be pursued through Tampa Microwave, LLC. Except as may be expressly set forth in this Standard Terms and Conditions Of Purchase document with the Government Contracting Officer's express consent, the Subcontractor shall not acquire a direct course of action against the U.S. Government. If this Purchase Order is issued pursuant to a U.S. Government contract, and in the event a decision is made by the Government contracting official, and such decision pertains to the subject matter of this Purchase Order, then such decision also shall be binding upon Subcontractor with respect to such matter. If, as a result of any such decision, Tampa Microwave, LLC is unable to obtain payment or reimbursement from the Government, or is required to refund or credit to the Government, any amount with respect to any item or matter, Subcontractor shall, on demand, promptly pay or repay such amount to Tampa Microwave, LLC's maximum liability for any matter connected with or related to this Subcontract which was properly the subject of a claim is the amount of any recovery from the Government for that claim. If Tampa Microwave, LLC elects not to appeal any such final decision of the Contracting Officer, Tampa Microwave, LLC will so notify Subcontractor in writing within five (5) calendar days after Tampa Microwave, LLC receives the final decision of the Contracting Officer. If within thirty (30) calendar days after Subcontractor receives Tampa Microwave, LLC's notice of its decision not to appeal such final decision, Subcontractor notifies Tampa Microwave, LLC in writing that Subcontractor wishes to appeal that final decision Tampa Microwave, LLC may, in its sole discretion, grant Subcontractor an indirect right to appeal that final decision under the Disputes Clause of the Prime Contract. Subcontractor will pay all direct costs and expenses of any such appeal reasonably incurred by Tampa Microwave, LLC in providing assistance to Subcontractor in Subcontractor's appeal. Subcontractor will be solely responsible for prosecuting the appeal and preparing and presenting all pleadings, evidence and argument. Subcontractor will provide monthly written reports to Tampa Microwave, LLC of the progress of the appeal and will furnish Tampa Microwave, LLC copies of all pleadings and non-privileged correspondence filed or received by it concerning the appeal.

15. TERMINATION

A. Purchaser may, by written notice of default to Seller, terminate this Order in whole or in part if Seller (1) fails to deliver the Products or perform the Services within the time specified in the Order in such a manner to jeopardize Purchaser's contractual commitment to its customer, and does not cure such failure within ten (10) working days after receipt of notice; or (2) fails to make sufficient progress so as to endanger performance of the Order.

B. If Seller ceases to conduct operations in the normal course of business (including inability to meet obligations as they mature) or if any proceeding under the bankruptcy, insolvency or reorganization laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the Benefit of creditors is made by Seller, Purchaser may terminate this Order in whole or in part without liability.

C. Purchaser reserves the right to terminate this Order for its convenience even though Seller is not in default hereunder. In such event a mutually satisfactory and equitable adjustment of the terms hereof shall be made. Upon receipt of notice of such termination, Seller shall, unless such notice otherwise directs, immediately discontinue all work on this Order and deliver, if and as directed, to Purchaser all completed and partially complete articles, work in process and materials purchased or acquired for performance of this Order.

D. The provisions of this clause shall not limit or affect the right of Purchaser to cancel this Order upon default of Seller.

16. GRATUITIES

It shall be deemed a default subject to possible cancellation, if it is found that gratuities (in the form of entertainment gifts or otherwise) were offered or given by the Seller to any officer or employee of Purchaser or its subsidiaries or affiliates with a view toward securing an order or securing favorable treatment with respect to the awarding amending or making of any determinations with respect to performance under such Order.

17. WARRANTY

Seller expressly warrants that all items, goods and/or work ordered hereunder will be free from defects in design materials and workmanship for a period of one (1) year from date of acceptance by Purchaser and shall comply and be in accordance with applicable plans, drawings, specifications, requirements and samples if furnished (subject to clause 19 “Order of Precedence”. If inconsistencies exist). The warranty shall run to Purchaser and its successors, assigns and customers. In the event of any defect or nonconformance, Purchaser may, at its option and at Seller’s expense: (a) require prompt correction or replacement of the Goods, or (b) return the Goods for credit or refund. Return to Seller of defective or nonconforming Goods and redelivery to Purchaser of corrected Goods shall be at Seller’s expense.

18. STOP WORK ORDER

Purchaser may at any time, by written order to the Seller, require the Seller to stop all, or any part of the work called for by the Purchase Order, for a period of ninety (90) days after the stop order is delivered to the Seller, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed. Purchaser shall either

(1) cancel the Stop Work Order; or (2) Terminate or cancel the work covered by such order as provided in the appropriate article of this Purchase Order.

19. PRIORITIES *ORDER OF PRECEDENCE
To the extent of conflicts, if any, among the provisions of these printed terms and conditions and the Flow down provisions in the Schedule of this Purchase Order, or any other optional provision incorporated herein, or any specifications attached hereto, such conflicting provisions shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Standard Terms and Conditions, and Exhibits thereto.
3. Other provisions when attached, to include FAR and FAR Supplement clauses, as applicable.

If this Order is issued under a Government prime contract and FAR/DFARS provisions are incorporated herein, FAR/DFARS provisions shall take precedence over other provisions on matters covered by such FAR/DFARS provisions. To the extent required by a U.S. Government prime contract or higher-tier subcontract, applicable FAR and DFARS clauses shall take precedence over any conflicting commercial terms

20. FORCE MAJEURE
Neither Purchaser nor Seller shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond their reasonable control.

21. TAXES
Seller agrees to be responsible for and to pay taxes now or hereafter imposed upon Seller by law, or upon Seller's activities, or upon or on account of the purchased goods, or its sale, its transportation, its first storage or use (as those terms are used in sales and use tax laws), or upon this Order or any element thereof, or upon gross receipts or income derived from this Order or from the Seller's business of which this Order is a part.

22. GOVERNING LAW
Both parties shall attempt in good faith to resolve disputes arising hereunder. Pending resolution of any dispute, Subcontractor agrees to proceed diligently with the performance of this Subcontract. This Order shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict or choice of law provisions, except that any provision in this Order that is incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or

incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract appeals, and quasi-judicial agencies of the Federal Government. The parties hereby irrevocably commit to the jurisdiction of Pinellas County, Florida, to adjudicate any dispute arising hereunder or relating hereto. Each party hereby waives any objections or right as to lack of jurisdiction or venue, or inconvenient forum. Nothing in this clause shall be construed to limit or override the applicability of federal law where required under a U.S. Government prime contract or higher-tier subcontract.

23. FAR/DFARS AND AGENCY SUPPLEMENT CLAUSES AND OTHER CLAUSES INCORPORATED FROM PRIME CONTRACT

This Order is issued pursuant to Buyer's Prime Contract with the Government (or higher level subcontract), which requires that certain provisions and clauses be flowed down to all subcontractors. This Order incorporates one or more FAR clauses, DFAR clauses, and FAR agency supplemental clauses by reference in accordance with the Prime Contract, with the same force and effect as if they were given in full text, if applicable to the Order by a requirement of the Prime Contract, statutes or regulations. FAR clauses, DFARS clauses, and other agency supplemental clauses applicable to Seller, when required by the prime contract or applicable law or regulation, are included herein at Tampa Microwave, Standard Flow down Provisions, which is incorporated herein by reference. Seller shall flow down applicable FAR, DFARS, and Agency supplemental clauses to its lower-tier subcontractors only to the extent required by the clause or the prime contract

Seller shall, at the request of Tampa Microwave, LLC, accept modifications to this agreement to incorporate additional provisions herein or to change provisions hereof, as Tampa Microwave, LLC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract, or with the provisions of modifications to such Prime Contract.

24. EXPORT/IMPORT CONTROLS

A Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and their authorizing statutes, (hereinafter the Export Control Laws and Regulations").

B Seller shall exercise strict control covering the disclosure of and access to export controlled technical data, information and other items received under this Purchase Order in accordance with the Export Control Laws and Regulations. Seller agrees that no export controlled technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.), without the express written

authorization of Buyer and only after Seller has obtained the appropriate export license, technical assistance agreement or other requisite authorization for the export of controlled technical data or items. Buyer shall determine whether information provided under this Order is subject to export control. Seller shall comply with all export control requirements identified by Buyer and applicable law. Seller will indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.

C Seller will comply with the instructions or requirements of any attachment to this Purchase Order pertaining to import documentation necessary to comply with U.S. customs regulations.

D When requested by Buyer's authorized representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. import or export authorizations.

E Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked by the United States Government or the government of Seller.

25. INSURANCE REQUIREMENTS
Without prejudice to Supplier's liability to indemnify Tampa Microwave, LLC as stated in the indemnification provision contained in this Agreement, Supplier shall procure, at its expense, and maintain for the duration of this Agreement, and ensure that any of its subcontractors used in connection with this Agreement procure and maintain the insurance policies required below.

A Commercial General Liability Insurance – Supplier shall maintain commercial general liability (CGL) limit of not less than $1,000,000 each occurrence or $2,000,000 in the aggregate annually. The CGL shall not contain any endorsement restricting coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract.

B Commercial Automobile Insurance – If vehicles will be used by Supplier or Supplier's Personnel with respect to any Services provided to Tampa Microwave, LLC or Tampa Microwave, LLC Customers, Supplier shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of the use of all autos, owned, leased, hired, borrowed, or non-owned.

C Worker's Compensation Insurance and Employer's Liability Insurance

Workers Compensation – Supplier shall maintain statutory coverage as required by the laws of the jurisdiction in which the services are performed and Employers Liability with limits of not less than $1,000,000 per incident.

D Umbrella/Excess Liability Insurance – Supplier may use an umbrella/excess liability policy to meet any of the limits noted above in conjunction with its primary policies.

E Errors and Omissions Liability Insurance (aka Professional Liability) – If Supplier is performing any professional services, Supplier shall provide coverage for damages caused by any acts, errors and omissions arising out of Supplier's performance or failure to perform professional services with limits of not less than $1,000,000 per claim/aggregate.

F Evidence of Insurance – If requested, Supplier shall furnish Tampa Microwave, LLC with a certificate(s) of insurance showing compliance with the insurance requirements listed above. Supplier shall provide thirty (30) days written notice to Tampa Microwave, LLC prior to the cancellation, non-renewal, or material change of any insurance referred to therein. Failure of Tampa Microwave, LLC to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Tampa Microwave, LLC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance. Supplier shall list Tampa Microwave, LLC as an additional insured on its insurance certificate for Commercial General Liability and Automobile Liability.

G Failure to Maintain Insurance – If Supplier fails to maintain the insurance as set forth herein; Tampa Microwave, LLC shall have the right to terminate any order or agreement.

26. PUBLICITY

Subcontractor shall keep the terms of and the existence of this Agreement confidential. The Subcontractor shall not publicize its involvement with the performance of this Agreement. No news release, including photographs and films, public announcements, denial or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of Tampa Microwave. Neither party, however, shall be precluded from revealing the contents of this Agreement to the Government or pursuant to any operation of law. The name Tampa Microwave, LLC Tampa Microwave, or any facsimile thereof shall not be used by the Subcontractor for purposes of advertising, sales, promotion or publicity without Tampa Microwave's prior written consent.

27. LIMITATION OF LIABILITY

# Standard Terms and Conditions of Purchase

To the maximum extent permitted by law, Purchaser shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of revenue, or loss of business opportunity, arising out of or related to this Order.

Seller's total cumulative liability arising out of or related to this Order shall not exceed the total value of the applicable Purchase Order.

This limitation shall not apply to:
(i) indemnification obligations under this agreement,
(ii) breach of confidentiality obligations,
(iii) gross negligence or willful misconduct, or
(iv) product liability claims.
(v) Liabilities that cannot be limited by applicable law

28. ENTIRE AGREEMENT
This Order, together with material incorporated herein by express reference, sets forth the entire and only agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements or prior communications between the parties. No provisions of this Order can be modified except by a writing on Purchaser's standard Purchase Order form signed by Purchaser's authorized representative.

## REVISION HISTORY

| REVISION | DATE | CHANGE SUMMARY | APPROVED BY |
|---|---|---|---|
| A | 5/6/26 | Release | Lori Desiato |
| | | | |