**KULITE SEMICONDUCTOR PRODUCTS, INC.**
**TERMS AND CONDITIONS OF SALE**
**Government Supplement**

When the materials, and products ("Products") or services, including the products resulting from services are for use in connection with a U.S. Government Prime Contract or higher-tier subcontract, in addition to the Kulite Terms and Conditions of Sale, the following FAR and DFARS clauses in effect on the date of the Agreement shall apply if applicable.

The following notes apply throughout the applicable clauses incorporated by reference below.

- Supplier is a small business as defined by the Small Business Administration. The Product supplied by Supplier under this Agreement constitutes either "commercial product" or "commercially available off-the-shelf item"("COTS") as defined by FAR 2.101.

- Where necessary to make the clauses applicable to this Agreement, the terms "Contractor," Contracting Officer" and "Government" shall be revised to suitably identify the contracting parties, taking into account their authority limitations set by regulation or law. However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government.

- Any below listed FAR or DFARS clause that does not apply to a particular order as indicated by the related FAR or DFARS prescription or the text of the clause, is considered to be self-deleting.

**A. The following FAR clauses apply to this Agreement:**

- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND INVESTMENT ACT OF 2009 (JUN 2010) (applies if the subcontract is funded under the Recovery Act)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN 2017)
- 52.204-02 SECURITY REQUIREMENTS (MAR 2021) (applies if the performance under this Agreement requires access to classified information.)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (applies if subcontract is for other than commercially available off-the-shelf items)
- 52,204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND SERVICES (SDEC 2022)
- 52-212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIALPRODUCTS AND SERVICES (SEPT 2023)
- 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEPT 2023)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (applies if, during any 12-month period (including the 12 months preceding the award of the relevant contract), Seller has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)
- 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE 2016) (Applies if the Product was manufactured with or contains ozone depleting substances.)
- 52.224.3 PRIVACY TRAINING (JAN 2017)
- 52.225-1 BUY AMERICAN -- SUPPLIES (OCT 2022) (Applies if the Product contains other than domestic components.)
- 52.225-5 TRADE AGREEMENTS (DEC 2022) (Applies if the Product contains other than U.S. made or designated country end products as specified in the clause.)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEPT 2023)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

**B. The following FAR clause applies to this Agreement if the value of this Agreement equals or exceeds $10,000**:

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (applies only when 52.222-26 applies)

- 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (applies if, during any 12-month period (including the 12 months preceding the award of this contract), Seller has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000)

**C. The following FAR clause applies if the value of this Agreement exceeds $10,000:**

- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

**D. The following FAR clauses apply if the value of this Agreement equals or exceeds $15,000**:

- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
- 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

**E. The following FAR clauses apply if the value of this Agreement equals or exceeds $150,000**:

- 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

**F. The following FAR clauses apply if the value of this Agreement exceeds $6 Million:**

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Applies if the period of performance is 120 days or more. Clause (c) does not apply.)

**G. The following DFARS clauses apply if this order is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense:**

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)
- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)
- 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM (JAN 2023)
- 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHIINESE MILITARY COMPANIES (DEC 2018)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) (clause (d) does not apply)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)
- 252.227-7013 RIGHTS IN TECHNICAL DATA – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)
- 252.227-7015 TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2023)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (JAN 2023)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (JAN 2023)

**H. The following DFARS clause applies if the value of this Agreement equals or exceeds $150,000**:

- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

**I. The following DFARS clause applies if the value of this Agreement exceeds $250,000:**

- 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023) (exceptions per clause (c) may apply

**CERTIFICATIONS AND REPRESENTATIONS**

Seller acknowledges that Buyer will rely upon Seller certifications and representations listed below 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 Buyer, and Seller makes those certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (Applies if the value of this Agreement exceeds $150,000)
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.

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020) (Applies if the value of this Agreement exceeds $250,000)
Seller certifies, to the best of its knowledge and belief, that Seller and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
Seller shall provide immediate written notice to Buyer 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.

FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (applies only when 52.222-26 applies)
Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (a) Seller has filed all required compliance reports; and (b) representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1989) (applies only when 52.222-26 applies) Seller represents as follows: (a)t 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 C.F.R. 60-1 and 60-2); or (b) in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action program following the award of this Agreement.