

GOVERNMENT TERMS AND CONDITIONS

FAR/DFARS

Rev. 05/05/2026

The following terms shall apply to Purchase Orders issued in support of a United States Government (“Government”) prime contract or subcontract subject to the Federal Acquisition Regulation (“FAR”) and/or Defense Federal Acquisition Regulation Supplement (“DFARS”) and are hereby incorporated into the Purchase Order, as applicable. For purposes of these Government Terms and Conditions: “Government” means the United States of America; “Buyer” means GTI Energy; “Contractor” means Buyer in its capacity as a prime contractor or higher-tier subcontractor to the Government; and “Seller” means the party performing under the Purchase Order.

- A. Commercial Products and Services.** For commercial products and commercial services, as defined in FAR 2.101, only those FAR and DFARS clauses required for commercial subcontracts pursuant to FAR 52.244-6, FAR 52.212-5, and DFARS 252.244-7000 shall apply.
- B. Non-Commercial Products and Services.** The applicable terms and conditions of the prime contract entered into between GTI Energy and the Government or higher-tier prime contractor to the Government (“**Prime Contract**”) are incorporated by reference into the Purchase Order, including all FAR and DFARS clauses contained therein, but only to the extent such terms and clauses are applicable to Seller’s performance and are required to be flowed down to subcontractors or suppliers by their terms, by law, or by regulation. Seller shall comply with all such applicable provisions of the Prime Contract. The Prime Contract is provided to Seller solely for purposes of identifying such requirements and is not incorporated in its entirety. Provisions that by their nature apply only to Buyer in its capacity as Contractor, or that are not required to be flowed down, shall not apply to Seller.
- C. Cyber Security.** Without limiting the foregoing paragraphs, where applicable, Seller shall comply with cybersecurity requirements, including, as applicable, DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting), DFARS 252.204-7019 and 252.204-7020 (NIST SP 800-171 DoD Assessment Requirements), DFARS 252.204-7021 (Cybersecurity Maturity Model Certification Requirements), and DFARS 252.239-7010 (Cloud Computing Services), to the extent included in the Prime Contract or otherwise required to be flowed down. Further, Seller shall comply with the following cyber incident reporting and subcontracting requirements, as applicable: The Seller shall— a) Include this clause in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and b) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and GTI ENERGY. This includes providing the incident report number, automatically assigned by DoD, to GTI ENERGY (or next higher-tier subcontractor) as soon as practicable. “Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealfit, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation. “Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.
- D. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**
(a) Definitions. As used in this clause “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2)

Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the

efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

- E. Interpretation; Flow-Down.** Seller shall include all applicable mandatory flow-down provisions in any lower-tier subcontracts or purchase orders issued in support of this Purchase Order. References in any incorporated clause to “Government,” “Contracting Officer,” or “Contractor” shall be interpreted to mean Government, Buyer, or Contractor (as defined above), and Seller, respectively, as the context requires.