

## 1. General

1.1. FREQUENTIS shall purchase deliveries and services to the following General Terms and Conditions of Purchase and special terms and conditions of contract separately included or other written agreements, if any. In case of conflicts in the purchase order the regulations of the special terms and conditions of contract or other written agreements shall prevail over the regulations of these General Terms and Conditions of Purchase. Any general terms and conditions (GTC) of the Vendor shall not apply. Agreements deviating from or amending these General Terms and Conditions of Purchase shall require written form and the express written approval of FREQUENTIS in order to be effective. Also the waiver of written form shall be agreed in writing.

1.2. If FREQUENTIS accepts the delivery/service without expressly objecting to the GTC of the Vendor, it may in no case be deduced therefrom that FREQUENTIS has accepted the GTC of the Vendor. If the approval of the Vendor's general terms and conditions of selling is required by the system and a precondition for processing of online purchase orders such approval shall hereby expressly be rejected and/or shall be deemed withdrawn. Acceptance of deliveries and/or services or payment of the same shall not constitute an approval of the Vendor's GTC.

## 2. Offers, purchase orders, acknowledgement of orders

2.1. Offers made to FREQUENTIS shall be non-binding and free of charge for FREQUENTIS. Only written purchase orders, contracts and calls for delivery as well as modifications of and amendments to the same issued by the purchasing department shall be binding. Delivery calls may also be affected via remote data transfer. Oral agreements prior to or concurrently with conclusion of the contract shall require the written confirmation of FREQUENTIS in order to be effective.

2.2. Purchase orders shall be confirmed or commented by the Vendor in writing (letter or fax) within one week stating the purchase order number; otherwise the purchase order shall be deemed accepted. FREQUENTIS may cancel a purchase order free of charge if the Vendor has not acknowledged or commented the purchase order in writing within one week of receipt (acknowledgement of order) unless the deliveries and services have been rendered in the meantime.

2.3. The Vendor shall ensure that all the documents pursuant to the deliveries and services (such as, specifications, requirements and Statements of Work) are clear and complete. If Vendor identifies a conflict or error, Vendor shall notify FREQUENTIS in writing; otherwise the Vendor may not claim the same.

## 3. Prices, terms of payment

3.1. Unless otherwise agreed in the purchase order, the prices offered by the Vendor shall be deemed binding and inclusive of all costs. The offered price may only be adjusted by (a) fully executed change order or modification, or (b) the Vendor reduces his prices the reduced price shall apply instead of the price originally agreed.

3.2. Duties, taxes, legal transaction fees and transport costs, costs for packaging, insurance or other costs not mentioned in the Offer and in the purchase order shall be the responsibility the Vendor.

3.3. The prices shall apply in accordance with the terms and conditions of Article 4 unless other terms of delivery have been agreed in writing on the Purchase Order.

3.4. Payment shall be made against submission of the complete invoice upon rendering of the delivery or service in accordance with the purchase order and/or contract and repair of defects, if any, subject to examination of delivery and service carried out by FREQUENTIS. Invoices shall be issued to the invoice address of FREQUENTIS stated in the purchase order. The payment schedule as agreed to in the Purchase Order will be followed, and periods of payment shall apply: 3% cash discount if paid within 21 days, net if paid within 45 days. Payment shall be subject to inspection of a properly submitted invoice. If FREQUENTIS agrees to any payment prior to delivery or service, the Vendor shall be obliged upon request of FREQUENTIS to furnish collateral security for the validity of payment in the amount of the payment as required by FREQUENTIS or as otherwise agreed to in the Purchase Order.

## 4. Delivery date and terms of delivery

4.1. Delivery shall be made to address stated and/or place of installation or use to the delivery address stated and at the times deliveries are accepted according to the purchase order. Acknowledgement of order, delivery note and invoice shall state the purchase order number, purchase order item, item name and quantities. Furthermore, the delivery note shall state, if applicable, number of freight

units, serial numbers (upon request of FREQUENTIS also in the form of a bar code), custom's tariff numbers and date codes. If documents, such as the delivery note and/or the required details are missing, the goods shall be stored at the cost and risk of the Vendor until such documents are received.

4.2. Excess or short deliveries shall be excluded. Deviations therefrom shall only be permissible with the prior written consent of FREQUENTIS. Agreed dates and periods shall be binding as fixed dates. Early deliveries shall require the consent of FREQUENTIS. If an early delivery is made without the consent of FREQUENTIS, FREQUENTIS shall be entitled to send the delivery back to the Vendor at the cost and risk of the Vendor or to store the goods until the delivery date at FREQUENTIS at the cost and risk of the Vendor.

4.3. Receipt of the goods at the address of receipt or use advised by FREQUENTIS and/or timeliness of successful acceptance shall be decisive for observance of the delivery date or the delivery period.

4.4. The Vendor shall also provide and include in the price all those deliveries and services which are necessary to meet the requirements of FREQUENTIS and for normal use. The supplier shall deliver brand-new and state-of-the-art products even if not required expressly in the purchase order.

## 5. Documentation

5.1. If applicable and prior to final payment, delivery of the documentation necessary and/or useful for use of the subject-matter of delivery and/or service shall also be owed (including but not limited to; user documentation, technical documentation, brief descriptions, installation manuals, documents for re-configuration in case of hardware components, maintenance manuals, product/release change notes). The documentation shall be made available to FREQUENTIS in a machine-readable form (MS Office 2000 or higher). Unless otherwise stated, the documentation shall be delivered in English. FREQUENTIS shall be entitled to freely use, copy and edit the delivered documentation for use in accordance with the contract and for training purposes.

## 6. Provision of material

6.1. Provision materials by FREQUENTIS, such as tools, testing devices, materials and the like shall remain the property of FREQUENTIS and shall strictly be stored, labelled, managed and insured separately at the cost of the Vendor. They shall exclusively be used for orders by FREQUENTIS. In case of a reduction in the value, damage to or loss the Vendor shall be obliged to compensate us. The Vendor shall check the material provided immediately upon receipt as to workability and shall confirm due receipt in writing not later than within two working days. Upon completion of the order or of co-operation the provided material shall be sent to FREQUENTIS in appropriate packaging at the cost of the Vendor without special request, unless FREQUENTIS agrees to a different use in writing or the material has been used up as intended.

## 7. Packaging

7.1. The subject-matter of delivery must be packaged in an appropriate manner customary in the industry. The packaging must be in accordance with all technological, statutory and official provisions, must be environment-compliant and suitable to avoid damage and decreases in quality and reliability.

## 8. Default in delivery and right to rescind the contract

8.1. If the Vendor becomes aware that it will be unable to meet the delivery schedule, Vendor must immediately notify FREQUENTIS in writing without delay in order to enable FREQUENTIS to place any necessary substitute orders for which Vendor may become liable for such costs.

8.2. The Vendor shall be in default without a reminder as soon as the delivery date agreed in the purchase order is not met. FREQUENTIS shall be entitled independent of fault of the Vendor and independent from evidence of actual damage, to charge a contractual penalty in the amount of one per cent (1%) of the total order value per started calendar day of delay of delivery or service. The total amount of contractual penalty shall be limited to fifteen per cent (15%) of the purchase order including any subsequent change orders or modifications. Acceptance of late delivery or service shall not include a waiver of claims for contractual penalty and further claims for damages.

8.3. Moreover, FREQUENTIS shall be entitled to rescind the entire or parts of the purchase order in case the delivery date is not met without granting a grace period. In this case FREQUENTIS shall be entitled to place a substitute purchase order with a different Vendor. Additional costs thereof, in particular express surcharges, if applicable, shall be borne by the Vendor. The assertion of the claim for contractual penalty

additional claims for damages shall remain unaffected thereby.

### 9. Inspection

9.1. FREQUENTIS reserves the right to itself and its customers to inspect the rendering of services, after prior notice, on the premises of the Vendor at any time. The Vendor shall be obliged to make available all information and documents necessary for verification of the progress of performance in accordance with the contract.

### 10. Modifications

10.1. FREQUENTIS shall be entitled at any time to claim modifications of deliveries and services. In such a case the Vendor shall inform FREQUENTIS in writing without delay how such modification will affect delivery or performance and/or prices. No modification shall take place unless such is in writing and agreed to between the Vendor and FREQUENTIS.

### 11. Acceptance, passing of title and risk

11.1. If acceptance is agreed and if the delivery or service has been rendered in accordance with the Purchase Order and free of defects or if any defects have been repaired in accordance with the agreement, delivery and/or service shall be subject to acceptance by FREQUENTIS. If a test run is provided for, acceptance shall be affected upon completion of specification parameters within the entire agreed testing period. Upon acceptance of the delivery or service title and risk shall pass to FREQUENTIS.

11.2. If no acceptance has been agreed, title and risk shall pass upon receipt at the delivery address advised by FREQUENTIS.

### 12. Termination

12.1. Termination for Convenience: FREQUENTIS may terminate a purchase order in whole or in part to the extent that the Prime Contract is terminated. In this case FREQUENTIS shall send to the Vendor a notice of termination containing the scope of termination and the date when it enters into effect. Upon receipt of this notice of termination the Vendor shall discontinue the work in accordance with such notice. Upon such termination and subject to any counterclaims which FREQUENTIS may raise in accordance with the terms of the purchase order, the Vendor shall be entitled to a claim for compensation for all accepted work performed and delivered in accordance with the purchase order to and including the day of said notice of termination. There shall be no further claims of the Vendor.

12.2. Termination for Default: FREQUENTIS shall be entitled to terminate the Purchase Order with immediate effect upon (a) discovery of a breach of the terms and conditions herein, (b) the opening of insolvency proceedings over the Vendor, the dismissal of such a motion for lack of assets to cover the costs, (c) or effecting of initiation of reorganisation proceedings, (d) if in the opinion of Frequentis it is foreseeable that the services will not or cannot be rendered by the Vendor. In case of termination of purchase orders as defined in herein, 12.2., all services or deliveries made and accepted in accordance with Purchase Order, shall be paid for made. In addition, FREQUENTIS shall be entitled to claim from the Vendor compensation for costs resulting from such termination.

12.3. The Vendor shall fully make available to FREQUENTIS all results and documents created prior to the date of termination.

### 13. Export licenses

13.1. Upon announcement of the final place of destination the Vendor shall have to check whether the deliver or a part of the delivery is subject to an export licence when being re-exported by FREQUENTIS. This shall apply US Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). If the shipment in its entirety or partially consists of products of US origin, the Vendor shall have to state the relevant ECCN number (Export Control Classification Number) without a special request being necessary, or shall have to confirm classification as EAR 99.

13.2. If the Vendor fails to indicate any existing export limitations, this shall be deemed a confirmation that no export limitations exist.

### 14. Confidentiality

14.1. The Vendor shall treat as confidential all knowledge, information, data and documents of whatsoever kind which he receives in the course of the business relationship or which become known to him and shall neither notify nor make available or transfer the same to third parties but shall only use the same for fulfilment of his activities. Products which were manufactured in accordance with documents of FREQUENTIS, such as drawings, models and the like and in accordance with confidential data of FREQUENTIS, may not be used by the Vendor himself nor may they be offered or delivered to third parties. All rights to

such documents, in particular, property rights and copyrights, shall remain with FREQUENTIS. The documents may only be used in the course of processing the orders. They shall be carefully stored and be returned upon request.

14.2. If confidential information which is exchanged under this agreement is categorized as classified matter, the relevant official and/or military security requirements shall be observed independent of and in addition to these confidentiality provisions.

14.3. The Vendor may not refer to the existing business relationship, use the name or the logo of FREQUENTIS and/or make public statements of whatsoever kind on the content of the purchase order and on the deliveries and services without the written consent of FREQUENTIS.

14.4. The confidentiality obligation shall exist for a period of five years after processing of the purchase order.

### 15. Proprietary Rights

15.1. The agreed price shall include consideration for the acquisition of all rights of use and statutory proprietary rights to the extent such rights are required for free use and reselling of the delivery item. The Vendor shall procure the necessary licenses. Use of open-source products shall require FREQUENTIS' written approval. Inventions made within the scope of the purchase order may be used by FREQUENTIS free of charge and FREQUENTIS shall thus acquire a non-exclusive unlimited right to use the work.

15.2. The exclusive title and the unlimited right to use the work, in particular the copyright, patent right, utility sample right, proprietary right and copyright in design regarding goods and services manufactured or provided for FREQUENTIS in the course of the order, but also all results and ideas from the service rendered shall exclusively pass to FREQUENTIS. FREQUENTIS shall be entitled to exercise these rights in any form and manner whatsoever, in particular to use, reproduce, publish, sell and transfer them to third parties. This shall also apply in the case of early termination and/or cancellation/termination for important reason. The Vendor shall document the activities carried out in detail and completely and in the case of development activities it shall deliver all documents and adjustments which are necessary for manufacturing and processing of the delivery items (electronically, in a processible data format, such as, e.g., source codes of the software, diagrams, tool settings etc.). All documents and samples made or procured by the Vendor shall become the property of FREQUENTIS. The Vendor shall keep these documents diligently and make them available if requested.

15.3. With respect to the Vendor's standard products except for integrated "COTS products" (products, applications or services which are available in domestic or international markets or which are subject to standardised release by manufacturer and which have not been developed for a specific order and are usually ordered by indicating the item number or the like) including all modifications, FREQUENTIS may demand deposit of all documents which are necessary for manufacturing and processing of standard products (electronically, in a processible data format, such as, e.g., source codes of the software, switching diagrams) on its account with an escrow agent of its choice and on the basis of an instruction according to which the escrow agent is authorised to hand the deposited documents over to FREQUENTIS in the case of Vendor's incapacity to act, liquidation or insolvency, discontinuation of development or non-fulfilment of warranty obligations by the Vendor. In the case of authorised surrender of the documents the Vendor already at this point grants FREQUENTIS a non-exclusive right which is unlimited in time to modify the standard products and the deposited documents and to use the same in a changed or unchanged form including its maintenance and to adapt and further develop them to the extent FREQUENTIS is entitled to use the delivered standard products. Each time a new version of the standard products is delivered the documents shall be deposited anew within two months of commencement of use.

15.4. The Vendor guarantees that all deliveries are free of proprietary rights of third parties and, in particular, that no patents, licenses or other proprietary rights of third parties are infringed due to delivery and use of the delivery items (also with respect to open source products). The Vendor shall indemnify and hold FREQUENTIS and its customers harmless with respect to claims asserted vis-à-vis them on such ground (including costs of legal action). In the case a claim is lodged on the ground of infringement of proprietary rights the Vendor shall either procure the right for FREQUENTIS to use the software without any liability for infringement of industrial property rights or to replace the software by software that complies with the contractual requirements.

### 16. Quality Assurance

16.1. Deliveries and services must comply with the quality requirements set forth in the purchase order and in any case with the requirements of ISO 9001:2000. The delivered goods must be of highest quality and by

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observing the state-of-the-art they must comply with all relevant international and corresponding domestic quality standards, environmental standards, safety standards and product standards in the form applicable from time to time and the customary technical standards.

16.2. The Vendor undertakes to make available for all relevant delivery items and on demand, MTBF data (Mean Time between Failures) (unless otherwise stated, the MTBF values must be delivered according to the MIL-HDBK 217F "parts count method" and ground benign conditions.

16.3. The Vendor shall carry out a configuration management according to ISO 10007:2003 for all deliveries and services.

16.4. The Vendor agrees to systematically plan, determine, take and monitor measures for quality assurance that secure top quality. Upon request the Vendor shall grant FREQUENTIS or a person authorised by it, after prior notice, the opportunity to obtain information about its quality management system in its production plants and premises and to satisfy themselves of compliance with and effectiveness of the said measures at any time.

16.5. The Vendor shall keep record on implementation of the above mentioned quality assurance measures, in particular on measuring values and test results and keep such records as well as prototypes/reference parts of the products, if any, in a clear order. It shall allow FREQUENTIS to inspect the same to a necessary extent and make available to FREQUENTIS copies of the records and references, if any.

16.6. The Vendor shall oblige its sub-Vendors to set up and maintain a comparable (quality) management system that guarantees that the delivery items and/or the parts processed at third parties are free of defects.

16.7. The Vendor undertakes to safeguard traceability of the products delivered by it. In case a defect is identified isolation of the defective parts/products/batches etc. must be warranted. The supplier shall inform FREQUENTIS by means of his marking system or other measures in a way that enables FREQUENTIS to collect its own findings to the extent necessary.

16.8. Releases and blocks for suppliers may also affect subcontractors and shall be binding. With respect to measures, quantities and quality the values calculated by FREQUENTIS in the course of inspection and testing shall be decisive.

### 17. Warranty / Defects

17.1. The Vendor shall assume warranty of title and quality according to the statutory provisions. It shall warrant for itself, its subcontractors and suppliers careful and proper execution of the order, in particular, compliance with the technical data, specifications and other performance regulations of FREQUENTIS according to the state-of-the-art as well as quality and usefulness of the deliveries with respect to quantity, material, design and workmanship and the documents pertaining to the delivery (such as, e.g., documentation, drawings). The Vendor warrants full execution free of defects as per the purchase order/delivery and compliance with all relevant statutory and official requirements at the place of destination and for the sales markets advised by FREQUENTIS.

17.2. FREQUENTIS shall not be obliged to inspect the deliveries and services of the Vendor or notify any defects immediately after delivery. FREQUENTIS shall not be obliged to carry out any additional qualifying examination beyond a sight and identity check.

17.3. If the deliveries and services of the Vendor are mainly to be forwarded to a third party without any changes, there shall be no obligation to carry out random tests. FREQUENTIS' obligation to examine and notify defects shall in any case be fulfilled if FREQUENTIS forwards any notices of defects it may receive from its customers to the Vendor immediately and not later than within 14 days of receipt.

17.4. The warranty period shall be 12 months as of full delivery or as of the day on which the acceptance report is signed. It shall be assumed that a defect which occurs within a period of two years as of delivery or acceptance has already existed at the time of delivery or acceptance unless proven otherwise. The Vendor shall be obliged to repair any and all defects which occur during the warranty period at his own risk and cost. In urgent cases, in particular to avoid imminent risks and to prevent excessive damage, FREQUENTIS shall be entitled to repair the defects identified itself at the Vendor's cost. Signatures on delivery notes or return slips and payments shall constitute no acknowledgment of completeness or correctness of the delivery.

17.5. Due to a notice of defects the warranty period shall be interrupted/suspended until full repair of such defects and the payment periods shall be interrupted/suspended unless a longer period has been agreed on a case-by-case basis.

17.6. Defective parts shall be delivered by FREQUENTIS to the place of

the Vendor's registered office. The parts which have been repaired or replaced shall be returned to FREQUENTIS unless otherwise required. The door-to-door time for replacement or repair of a defective part must not exceed the original delivery period or a maximum period of 30 days.

17.7. The assertion of additional claims for damages shall remain unaffected thereby.

### 18. Liability

18.1. The Vendor shall be liable according to the statutory provisions for any and all damage to third parties caused with wilful intent or gross negligence.

18.2. The Vendor undertakes to maintain liability insurance and a product liability insurance with extended coverage stated below for the term of the agreement to cover its liability risk as per the law and the agreement and to provide evidence of the same upon request:

#### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "Frequentis USA, Inc., its parent, affiliates, officers, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor."

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory Employers' Liability

Each Accident \$500,000

Disease – Each Employee \$500,000

Disease – Policy Limit \$1,000,000

18.3. The Vendor is explicitly informed about the fact that liability for damages arises to the extent provided for by law and the contractual provisions even in case of insufficient insurance coverage.

### 19. Product support, subsequent delivery

19.1. The Vendor shall – without request by FREQUENTIS - notify FREQUENTIS of new versions of the subject-matter of the agreement, modifications, new products and accessories free of charge and report any defects known to him including a suggestion for correction without request for a period of 10 (ten) years as of delivery, in case of continuous obligations, however, in any case for the entire term of the agreement.

19.2. The Vendor undertakes to keep available technically equivalent products and spare parts (equivalent as to form, fit and function) for a period of 10 (ten) years as of expiration of the warranty period. The Vendor shall continue to be obliged to assist in the procurement of equivalent spare parts also after expiration of the said period of subsequent delivery. The Vendor's obligation to notify FREQUENTIS in writing at least 12 months in advance to enable FREQUENTIS to place orders of a volume which is sufficient for FREQUENTIS in case of modification/termination of one of his goods or services shall remain unaffected.

19.3. If the Vendor discontinues the production of delivery items or spare parts or if it is unable to deliver for any other reason and unable to provide equivalent products or spare parts, it grants FREQUENTIS the right of emergency production. In that case FREQUENTIS shall acquire the transferable, free-of-charge, non-exclusive and irrevocable right to use the proprietary rights and know-how to which the Vendor holds title and which are required for emergency production. For that purpose the Vendor shall hand over all documents required for production and editing/processing of the delivery items (in electronic format, suitable for editing/processing, such as, e.g., source codes of the software, switching diagrams, tools and tool settings used) and make accessible the knowledge required.

### 20. Transfer

20.1. The Vendor may transfer contractual obligations to third parties only subject to the written approval of FREQUENTIS but shall in any case remain responsible for due performance.

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**21. Assignment of receivables, right of retention, offsetting**

21.1. The Vendor shall be prohibited from assigning its accounts receivable from FREQUENTIS to third parties. The Vendor shall have no rights of retention to the extent they are based on counterclaims from other legal transactions with FREQUENTIS. The Vendor may only offset claims against claims (also from other legal relationships) which have been acknowledged or ascertained by court. FREQUENTIS' rights to offset and rights of retention shall not be restricted.

**22. Partial invalidity**

22.1. Even if any individual provisions of these Terms and Conditions of Purchase are ineffective the remaining provisions hereof shall remain valid. In such cases the parties shall endeavour to provide for regulations which come as close as possible to the economic result of the ineffective provision.

**23. Place of jurisdiction**

23.1. Maryland substantive law shall apply. Washington DC shall be the place of jurisdiction for any disputes.

**24. Special Terms and Conditions**

The following clauses are mandatory clauses as mandated by FAR 52.244-6, "Subcontracts for Commercial Items" as well as FAR 52.214-5, "Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items", and DFAR 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts,") and DFAR 252.212-7001, "Contract Terms and Conditions Required to Implement Statutes or Executive Orders applicable to Defense Acquisitions of Commercial Items" These clauses are hereby incorporated into this purchase order by reference with full force and effect. The Seller shall include these clauses, including this paragraph, in purchase orders/subcontracts awarded under this order.

**1. FAR Mandated Contract Clauses:**

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Items (Dec 2009)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Vendor or subcontractor at any tier.

(b) To the maximum extent practicable, the Vendor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Vendor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Vendor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C.

637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Vendor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Vendor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

On behalf of Frequentis USA Inc.

Authorized Signature

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of Vendor

Authorized Signature

.....

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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