



Upon receipt, and acceptance, of Purchase Order (PO), the terms of this agreement will be considered accepted by the SUPPLIER. All questions, or concerns, regarding this agreement should be addressed before acceptance of PO. For applicable defense contracts (non-Commercial Off The Shelf – COTS items), this agreement will need to be signed and dated by a SUPPLIER representative, and returned to FIBEROPTICS TECHNOLOGY INC.

Additional or differing terms or conditions proposed by SUPPLIER, or included in SUPPLIER'S acknowledgment hereof, are hereby objected to by FIBEROPTICS TECHNOLOGY INC. and have no effect unless expressly accepted in writing by FIBEROPTICS TECHNOLOGY INC.

Unless otherwise expressly directed by FIBEROPTICS TECHNOLOGY INC., SUPPLIER shall deliver the work only to FIBEROPTICS TECHNOLOGY INC. or to an agency of the U.S. Government.

Work shall not be supplied in excess of quantities specified in this Contract. SUPPLIER shall be liable for handling charges and return shipment costs for any excess quantities.

1. Lot Numbering and Certificate of Conformance:

FIBEROPTICS TECHNOLOGY INC requires our SUPPLIERS to identify each shipment of parts and components, materials and substances with an assigned Lot Number, recorded on each lot's container, either in a cardboard box or in other packaging.

That assigned Lot number should also be recorded on the SUPPLIER'S pack list and Certificate of Conformance, as this unique number will accompany the item(s), throughout our system providing traceability.

These assigned Lot numbers need to accompany each delivery.

SUPPLIER shall provide a Certificate of Conformance (CofC), applicable to the work performed, with each delivery. Each CofC should contain, at a minimum, affirmation that the supplied product meets all characteristics on the drawing or PO, reference to the applicable PO number, quantity being certified, applicable part number (or process description) and revision, date of certification, and signature of SUPPLIER representative.

2. Changes in Material or Process:

Upon confirmation of this order SUPPLIER agrees not to change the raw material makeup, the specification, or manufacturing process for parts supplied to BUYER without first requesting permission. Should a request be made, it must be in writing, and include supporting documentation and reason for the change.

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.

3. Quality Standard and Buyer Evaluation:

The SUPPLIER shall maintain (and require their sub-tier vendors, (if applicable) to maintain) a quality system sufficient to assure the quality of the product and services supplied. The ISO 9001:2015 standard will be the governing baseline for this requirement. Upon request by the BUYER, all quality assurance information pertaining to the SUPPLIER (and SUB-TIER SUPPLIERS if applicable) shall be made available. A completed quality survey, provided by BUYER, should accompany the SUPPLIER'S proposal.

SUPPLIER will verify the output of any work based on a sampling plan. ANSI/ASQ Z1.4-2008 AQL level 1 is recommended, but alternate, and equivalent, sampling plans may be used by the SUPPLIER. Sampling plans may be subject to review and confirmed by the BUYER.

BUYER will be evaluating the SUPPLIER performance on, at least, a quarterly basis with respect to quality of product received, and on-time delivery. If BUYER deems necessary by this evaluation, a request will be made to conduct an on-site audit of the SUPPLIER'S facility.

The SUPPLIER shall also ensure that personnel producing BUYER product, or completing BUYER service, exhibit sufficient competency or training to produce compliant product and/or service. SUPPLIER will also ensure the product or service compliance to all flowed down FARs and DFARs from BUYER For applicable defense contracts (non-Commercial Off The Shelf – COTS items).

In accordance with the above, SUPPLIER shall ensure that equipment used to produce BUYER product, or complete BUYER service, be maintained and functioning so as to consistently supply acceptable product or service.

Additionally, if the SUPPLIER is aware of a non-conforming process, product or service, SUPPLIER agrees to immediately notify FIBEROPTICS TECHNOLOGY INC of non-conformity, so a disposition can be made by the appropriate personnel.

As directed by its' customers, FIBEROPTICS TECHNOLOGY INC will inform the SUPPLIER, through the purchase order, the need to use customer-designated sub-tier suppliers or process sources.

4. Security and Technical Data:

Information provided by FIBEROPTICS TECHNOLOGY INC, or its customer, to SUPPLIER remains the property of FIBEROPTICS TECHNOLOGY INC, or its customer. SUPPLIER shall comply with all proprietary information markings and



restrictive legends applied by FIBEROPTICS TECHNOLOGY INC. to anything provided hereunder to SUPPLIER. SUPPLIER shall not use any FIBEROPTICS TECHNOLOGY INC. provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of FIBEROPTICS TECHNOLOGY INC.

Any technical data which may be forwarded for use under the accompanied PO **may** be considered EXPORT CONTROLLED (non-COTS defense articles only). Export of this information in any form is restricted by the Arms Export Control Act, or the Export Administration Act of 1979. Violations of these export laws are subject to severe criminal penalties. SUPPLIER shall not disclose this information or element thereof, in any form to a foreign person (including foreign person employees), entity, or export it from the United States without U.S. Government authority and the express written authorization of FIBEROPTICS TECHNOLOGY INC....

Further, by acceptance of this data, SUPPLIER agrees to treat this information in confidence and will not use it, or disclose to others in whole or in part for any purpose except as authorized in writing by FIBEROPTICS TECHNOLOGY INC. Subcontract Administrator. SUPPLIER agrees to return all copies of the technical data provided by FIBEROPTICS TECHNOLOGY INC... (inclusive of all copies made by SUPPLIER), or certify in writing to FIBEROPTICS TECHNOLOGY INC... that the data has been destroyed.

If SUPPLIER determines that disclosure of this information to foreign persons, in whole or in part, is necessary in the performance of the work delineated herein, SUPPLIER shall ensure that such disclosure is in accordance with applicable Arms Export Control Act regulation. Additionally, SUPPLIER shall provide FIBEROPTICS TECHNOLOGY INC. advanced notification of such disclosure which will include applicable information required for Duty-Free Entry in accordance with the applicable FAR/DFAR clauses.

Should the technical data required to perform this Contract be subject to the United States Arms Export Control Act, SUPPLIER shall comply with the following:

- a. The technical data shall be used only in performance of Work required by this Contract; and
- b. The data shall not be disclosed to any other person, including lower-tier sub SUPPLIERS within the same country, unless said person is expressly authorized pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by Fiberoptics Technology Inc... and to any such data incorporated in documents generated by Sub SUPPLIER; and
- c. Any rights in the data may not be acquired by SUPPLIER or any other Non-U.S. Person; and...

Printed copies are not controlled



- d. SUPPLIER shall return, or at FIBEROPTICS TECHNOLOGY INC. direction, destroy all of the technical data exported to SUPPLIER pursuant to this Contract upon fulfillment of its terms.

SUPPLIER, should use best practices in securing all technical data provided by FIBEROPTICS TECHNOLOGY INC or its customer. For IT security purposes, guidelines on DFARS 252.204-7012 should be observed in securing all technical data.

5. Export Control (for applicable defense contracts; non-COTS items or Services ONLY):

SUPPLIER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774. SUPPLIER shall obtain all required export licenses or agreements necessary to perform SUPPLIER's Work, as applicable.

Without limiting the foregoing, SUPPLIER shall not transfer any export-controlled item, data or services, to include transfer to a person who is not a U.S. Person as defined in the ITAR (22 C.F.R. 120.15), without the authority of a United States Government export license, technical assistance agreement, or other authority. The restrictions on the transfer of export controlled data apply equally to data furnished by Fiberoptics Technology Inc... and to any such data incorporated in documents generated by Sub-SUPPLIER. Additionally, no disclosure of data furnished by Fiberoptics Technology Inc. can be made unless and until Fiberoptics Technology Inc. has considered the request and provided its written approval through contractually authorized channels. Sub-SUPPLIER will strictly comply with the conditions in any such approval and in the export license or other Government authorization for such disclosure.

Export License, Export Agreement, or Applicable License Exemption or Exception. Further, a United States Government export license, export agreement, or applicable license exemption or exception shall be obtained by SUPPLIER prior to the transfer of any export-controlled item, data or services to any U.S. Person that is employed by any Foreign person within the meaning of 22 C.F.R. 120.16.

SUPPLIER shall notify FIBEROPTICS TECHNOLOGY INC. if any use, sale, import or export by FIBEROPTICS TECHNOLOGY INC. of Work to be delivered under this Contract is restricted by any export control laws or regulations applicable to SUPPLIER.

SUPPLIER shall immediately notify the FIBEROPTICS TECHNOLOGY INC... Procurement Representative if SUPPLIER is listed in any Denied Parties List or if



SUPPLIER's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

If SUPPLIER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SUPPLIER represents that it maintains an effective export/import compliance program in accordance with the Arms Export Control Act and should be registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1).

Where SUPPLIER is a signatory under a FIBEROPTICS TECHNOLOGY INC. export license or export agreement (e.g. TAA, MLA), SUPPLIER shall provide prompt notification to the FIBEROPTICS TECHNOLOGY INC... Procurement Representative in the event of changed circumstances affecting said license or agreement.

SUPPLIER shall indemnify, hold harmless and, at FIBEROPTICS TECHNOLOGY INC...' election, defend FIBEROPTICS TECHNOLOGY INC..., its directors, officers, employees, and agents from and against all losses, costs, claims, causes of action, damages, liabilities and expense, including, but not limited to, reasonable attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from or related to any act or omission of SUPPLIER, its directors, officers, employees, agents, suppliers at any tier in the performance of any of its obligations under this section. SUPPLIER shall include the requirements of this section in all agreements with lower tier sub-suppliers.

Failure of the United States Government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the United States Government or any other government, shall relieve FIBEROPTICS TECHNOLOGY INC... of its obligations under this Contract. Provided SUPPLIER has diligently pursued obtaining such license and, through no fault of SUPPLIER, such license has been denied, withdrawn, or terminated, SUPPLIER shall also be relieved of its obligation under this Contract. In either event, this Contract may be terminated by FIBEROPTICS TECHNOLOGY INC. without additional cost or other liability.

6. Priority Rating (for applicable defense contracts; non-COTS items or Services ONLY):

This Contract may be a "rated order" certified for national defense use. SUPPLIER shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700). Under DPAS regulations, if this Contract supports the U.S. Government, is DX or DO Rated, and exceeds \$50,000.00, the SUPPLIER must acknowledge acceptance of DX-Rated orders within ten (10) days, and DO-Rated orders within fifteen (15) days of receipt hereof. Commencement of performance of the Work called for by this Contract in the absence of SUPPLIER's written acknowledgement thereof shall be deemed acceptance of this Contract as written.

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



Current Priority Rating of DO-A2

7. Contract Values Exceeding \$2,000,000USD:

In the event any second tier SUPPLIER'S proposal will meet or exceeds the Cost or Pricing Threshold (\$2,000,000 or higher) and SUPPLIER is notified that Certified Cost or Pricing Data is required, SUPPLIER shall require its second tier supplier to submit Certified Cost or Pricing Data in compliance with the requirements as designated above. SUPPLIER shall conduct an appropriate cost or price analysis to establish reasonableness of the proposed offer (per FAR 15.404-3) and inclusive of profit analysis. A copy of the cost or price analysis shall be included as part of SUPPLIER'S proposal submission.

8. Indemnification:

SUPPLIER shall indemnify, hold harmless and, at Fiberoptics Technology Inc...' election, defend Fiberoptics Technology Inc..., its directors, officers, employees, and agents from and against all losses, costs, claims, penalties, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from or related to any act or omission of SUPPLIER, its directors, officers, employees, agents, suppliers, or sub-suppliers at any tier, in the performance of any of its obligations under this contract.

9. Counterfeit Parts Prevention:

1. Definitions for purposes of this Contract:
 - a. Counterfeit Parts shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to:
 - i. parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer,
 - ii. defective parts and/or surplus material scrapped by the original manufacturer, and
 - iii. previously used parts pulled or reclaimed and provided as —new.
 - b. As used herein, —authentic shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
 - c. Independent Distributor shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM's products but

Printed copies are not controlled



which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.

SUPPLIER represents and warrants that only new and authentic materials are used in products required to be delivered to FIBEROPTICS TECHNOLOGY INC... and that the work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by FIBEROPTICS TECHNOLOGY INC.... To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SUPPLIER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers (—OEMs)/OCMs or through the OEM's/OCM's authorized distribution chain.

SUPPLIER must make available to FIBEROPTICS TECHNOLOGY INC..., at FIBEROPTICS TECHNOLOGY INC...' request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by FIBEROPTICS TECHNOLOGY INC. Procurement Representative. SUPPLIER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. FIBEROPTICS TECHNOLOGY INC...' approval of SUPPLIER request(s) does not relieve SUPPLIER's responsibility to comply with all Contract requirements, including the representations and warranties in this section.

SUPPLIER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and FIBEROPTICS TECHNOLOGY INC. approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. SUPPLIER shall provide copies of such documentation for its system for FIBEROPTICS TECHNOLOGY INC...' inspection upon FIBEROPTICS TECHNOLOGY INC.' request. If a counterfeit parts reporting system is in place at the SUPPLIER, monitoring status and reports should also be accessible to FIBEROPTICS TECHNOLOGY INC.

SUPPLIER shall flow the requirements of section 9 to its sub suppliers and suppliers at any tier for the performance of this Contract.

10. Part Obsolescence:

SUPPLIER shall make FIBEROPTICS TECHNOLOGY INC. aware of impending part or raw material obsolescence as soon as SUPPLIER becomes aware of said obsolescence. This should be communicated immediately to FIBEROPTICS TECHNOLOGY INC.'s Purchasing, or Quality Assurance, Manager so that the obsolescence can be planned for and all mitigations can be taken to avoid disruption to production at FIBEROPTICS TECHNOLOGY INC.

Printed copies are not controlled



11. Safety and Ethics:

SUPPLIER represents that each chemical substance constituting or contained in work sold or otherwise transferred to FIBEROPTICS TECHNOLOGY INC... hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

SUPPLIER shall provide to FIBEROPTICS TECHNOLOGY INC. with each delivery any Safety Data Sheet (29 C.F.R. 1910.1200) applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

SUPPLIER shall be committed to safe business practices, as outlined by OSHA (29 CFR 1910) to ensure product conformity, as well as product safety at FIBEROPTICS TECHNOLOGY INC, or its customer.

SUPPLIER shall use all best practices to ensure ethical operation while providing product or service for FTI.

12. First Article Inspection and Sample Pieces:

When requested, the SUPPLIER shall provide a Full First Article Inspection Report (FAIR) in accordance with the most current revision of AS9102. This will serve to confirm that supplied materials meet the current revision level requirements, dimensional specifications and material requirements. It will also serve to confirm that the product realization processes are capable of producing parts and assemblies that meet engineering AND design requirement.

If previously required to submit a Full FAIR, any changes in raw material, equipment, or process that may impact product quality will require the SUPPLIER to conduct a Delta FAIR in accordance with AS9102. SUPPLIER will be solely responsible for communicating to FIBEROPTICS TECHNOLOGY INC the need for submitting a Delta, FAIR. Failure to inform FIBEROPTICS TECHNOLOGY INC of the need for a Delta, FAIR when product quality may be at risk, may result in a halt in production or delivery from the SUPPLIER.

FIBEROPTICS TECHNOLOGY INC may require samples from the supplier in order to validate a design or orientation concept. In this case, FIBEROPTICS TECHNOLOGY INC will inform the SUPPLIER on the purchase order, contract is for, or will require, sample pieces to be sent before completing the work on an existing or future contract.



13. Statistical Process Control (SPC):

FIBEROPTICS TECHNOLOGY INC requires the SUPPLIER to perform statistical process control monitoring on Key Characteristics (“An Attribute whose variation has a significant influence on product fit, performance, service life, or producibility; that requires specific action for the purpose of controlling variation” – AS9103) that appear on the applicable PO drawing(s). In these cases, the SUPPLIER will need to submit a written plan to FIBEROPTICS TECHNOLOGY INC, addressing what the method of monitoring and control will be on the Key Characteristics, how data will be collected, what a reaction plan will be to out of control conditions, how stability (process capability) is established, and how and when this data will be made available to FIBEROPTICS TECHNOLOGY INC. The plan will need to be approved by FIBEROPTICS TECHNOLOGY INC based off past risk.

If the Key Characteristics, or revision level of the drawing remain unchanged, a single SPC plan submittal may be used over the life of multiple contracts.

The SPC requirement does not necessarily act as a verification activity at the SUPPLIER; FIBEROPTICS TECHNOLOGY INC will still verify product or service conformity as it sees fit as it relates to specified internal processes.

14. Maintenance of Records:

SUPPLIER shall maintain complete and accurate records in accordance with generally accepted accounting principles and good commercial practices to substantiate SUPPLIER’S charges hereunder. SUPPLIER shall retain such records for three (3) years from final payment of this Contract, unless another period is specified by FAR Part 4.7

SUPPLIER shall retain applicable Quality records including deliverable hardware, build and test documentation for fifteen (15) years from date of origination. All qualified design and configuration data shall be kept for a minimum of fifteen (15) years from the date of origination.

Quality records shall include, but are not limited to:

- a. Manufacturing Routers / Records
- b. Inspection documentation / data sheets
- c. Test documentation / test results
- d. Traceability Records
- e. Manufacturing Processes
- f. SPC Data
- g. Full and Delta FAIRs

FIBEROPTICS TECHNOLOGY INC... shall have access to such records, and any applicable facility areas SUPPLIER is required to maintain under this Contract, for the

Printed copies are not controlled



purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained. Audit rights shall be available to FIBEROPTICS TECHNOLOGY INC... on all performance related reports and other records, except records pertaining to proprietary indirect cost data. Audit of any proprietary indirect cost data may be accomplished through the responsible DCAA representative, or a mutually agreeable third-party auditor from a nationally recognized firm of certified public accountants.

15. Severability:

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

Zach Morin; Quality Assurance Manager

I hereby accept these Terms and Conditions:

Signature Date:

Name (Printed) Title:

FIBEROPTICS TECHNOLOGY INC PO Number



Upon receipt, and acceptance, of Purchase Order (PO), the terms of this agreement will be considered accepted by the SUPPLIER. All questions, or concerns, regarding this agreement should be addressed before acceptance of PO. For applicable defense contracts (non-Commercial Off The Shelf – COTS items), this agreement will need to be signed and dated by a SUPPLIER representative, and returned to FIBEROPTICS TECHNOLOGY INC.

Additional or differing terms or conditions proposed by SUPPLIER, or included in SUPPLIER'S acknowledgment hereof, are hereby objected to by FIBEROPTICS TECHNOLOGY INC. and have no effect unless expressly accepted in writing by FIBEROPTICS TECHNOLOGY INC.

Unless otherwise expressly directed by FIBEROPTICS TECHNOLOGY INC., SUPPLIER shall deliver the work only to FIBEROPTICS TECHNOLOGY INC. or to an agency of the U.S. Government.

Work shall not be supplied in excess of quantities specified in this Contract. SUPPLIER shall be liable for handling charges and return shipment costs for any excess quantities.

1. Lot Numbering and Certificate of Conformance:

FIBEROPTICS TECHNOLOGY INC requires our SUPPLIERS to identify each shipment of parts and components, materials and substances with an assigned Lot Number, recorded on each lot's container, either in a cardboard box or in other packaging.

That assigned Lot number should also be recorded on the SUPPLIER'S pack list and Certificate of Conformance, as this unique number will accompany the item(s), throughout our system providing traceability.

These assigned Lot numbers need to accompany each delivery.

SUPPLIER shall provide a Certificate of Conformance (CofC), applicable to the work performed, with each delivery. Each CofC should contain, at a minimum, affirmation that the supplied product meets all characteristics on the drawing or PO, reference to the applicable PO number, quantity being certified, applicable part number (or process description) and revision, date of certification, and signature of SUPPLIER representative.

2. Changes in Material or Process:

Upon confirmation of this order SUPPLIER agrees not to change the raw material makeup, the specification, or manufacturing process for parts supplied to BUYER without first requesting permission. Should a request be made, it must be in writing, and include supporting documentation and reason for the change.

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



3. Quality Standard and Buyer Evaluation:

The SUPPLIER shall maintain (and require their sub-tier vendors, (if applicable) to maintain) a quality system sufficient to assure the quality of the product and services supplied. The ISO 9001:2015 standard will be the governing baseline for this requirement. Upon request by the BUYER, all quality assurance information pertaining to the SUPPLIER (and SUB-TIER SUPPLIERS if applicable) shall be made available. A completed quality survey, provided by BUYER, should accompany the SUPPLIER'S proposal.

SUPPLIER will verify the output of any work based on a sampling plan. ANSI/ASQ Z1.4-2008 AQL level 1 is recommended, but alternate, and equivalent, sampling plans may be used by the SUPPLIER. Sampling plans may be subject to review and confirmed by the BUYER.

BUYER will be evaluating the SUPPLIER performance on, at least, a quarterly basis with respect to quality of product received, and on-time delivery. If BUYER deems necessary by this evaluation, a request will be made to conduct an on-site audit of the SUPPLIER'S facility.

The SUPPLIER shall also ensure that personnel producing BUYER product, or completing BUYER service, exhibit sufficient competency or training to produce compliant product and/or service. SUPPLIER will also ensure the product or service compliance to all flowed down FARs and DFARs from BUYER For applicable defense contracts (non-Commercial Off The Shelf – COTS items).

In accordance with the above, SUPPLIER shall ensure that equipment used to produce BUYER product, or complete BUYER service, be maintained and functioning so as to consistently supply acceptable product or service.

Additionally, if the SUPPLIER is aware of a non-conforming process, product or service, SUPPLIER agrees to immediately notify FIBEROPTICS TECHNOLOGY INC of non-conformity, so a disposition can be made by the appropriate personnel.

As directed by its' customers, FIBEROPTICS TECHNOLOGY INC will inform the SUPPLIER, through the purchase order, the need to use customer-designated sub-tier suppliers or process sources.

4. Security and Technical Data:

Information provided by FIBEROPTICS TECHNOLOGY INC, or its customer, to SUPPLIER remains the property of FIBEROPTICS TECHNOLOGY INC, or its customer. SUPPLIER shall comply with all proprietary information markings and

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



restrictive legends applied by FIBEROPTICS TECHNOLOGY INC. to anything provided hereunder to SUPPLIER. SUPPLIER shall not use any FIBEROPTICS TECHNOLOGY INC. provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of FIBEROPTICS TECHNOLOGY INC.

Any technical data which may be forwarded for use under the accompanied PO **may** be considered EXPORT CONTROLLED (non-COTS defense articles only). Export of this information in any form is restricted by the Arms Export Control Act, or the Export Administration Act of 1979. Violations of these export laws are subject to severe criminal penalties. SUPPLIER shall not disclose this information or element thereof, in any form to a foreign person (including foreign person employees), entity, or export it from the United States without U.S. Government authority and the express written authorization of FIBEROPTICS TECHNOLOGY INC....

Further, by acceptance of this data, SUPPLIER agrees to treat this information in confidence and will not use it, or disclose to others in whole or in part for any purpose except as authorized in writing by FIBEROPTICS TECHNOLOGY INC. Subcontract Administrator. SUPPLIER agrees to return all copies of the technical data provided by FIBEROPTICS TECHNOLOGY INC... (inclusive of all copies made by SUPPLIER), or certify in writing to FIBEROPTICS TECHNOLOGY INC... that the data has been destroyed.

If SUPPLIER determines that disclosure of this information to foreign persons, in whole or in part, is necessary in the performance of the work delineated herein, SUPPLIER shall ensure that such disclosure is in accordance with applicable Arms Export Control Act regulation. Additionally, SUPPLIER shall provide FIBEROPTICS TECHNOLOGY INC. advanced notification of such disclosure which will include applicable information required for Duty-Free Entry in accordance with the applicable FAR/DFAR clauses.

Should the technical data required to perform this Contract be subject to the United States Arms Export Control Act, SUPPLIER shall comply with the following:

- a. The technical data shall be used only in performance of Work required by this Contract; and
- b. The data shall not be disclosed to any other person, including lower-tier sub SUPPLIERS within the same country, unless said person is expressly authorized pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by Fiberoptics Technology Inc... and to any such data incorporated in documents generated by Sub SUPPLIER; and
- c. Any rights in the data may not be acquired by SUPPLIER or any other Non-U.S. Person; and...

Printed copies are not controlled



- d. SUPPLIER shall return, or at FIBEROPTICS TECHNOLOGY INC. direction, destroy all of the technical data exported to SUPPLIER pursuant to this Contract upon fulfillment of its terms.

SUPPLIER, should use best practices in securing all technical data provided by FIBEROPTICS TECHNOLOGY INC or its customer. For IT security purposes, guidelines on DFARS 252.204-7012 should be observed in securing all technical data.

If applicable, SUPPLIER will adhere to all requirements outlined in DFARS 52.245-1 if in possession of Government Property of any kind, from any source, as it relates to the current contract.

5. Export Control (for applicable defense contracts; non-COTS items or Services ONLY):

SUPPLIER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774. SUPPLIER shall obtain all required export licenses or agreements necessary to perform SUPPLIER's Work, as applicable.

Without limiting the foregoing, SUPPLIER shall not transfer any export-controlled item, data or services, to include transfer to a person who is not a U.S. Person as defined in the ITAR (22 C.F.R. 120.15), without the authority of a United States Government export license, technical assistance agreement, or other authority. The restrictions on the transfer of export controlled data apply equally to data furnished by Fiberoptics Technology Inc... and to any such data incorporated in documents generated by Sub-SUPPLIER. Additionally, no disclosure of data furnished by Fiberoptics Technology Inc. can be made unless and until Fiberoptics Technology Inc. has considered the request and provided its written approval through contractually authorized channels. Sub-SUPPLIER will strictly comply with the conditions in any such approval and in the export license or other Government authorization for such disclosure.

Export License, Export Agreement, or Applicable License Exemption or Exception. Further, a United States Government export license, export agreement, or applicable license exemption or exception shall be obtained by SUPPLIER prior to the transfer of any export-controlled item, data or services to any U.S. Person that is employed by any Foreign person within the meaning of 22 C.F.R. 120.16.

SUPPLIER shall notify FIBEROPTICS TECHNOLOGY INC. if any use, sale, import or export by FIBEROPTICS TECHNOLOGY INC. of Work to be delivered under this Contract is restricted by any export control laws or regulations applicable to SUPPLIER.

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



SUPPLIER shall immediately notify the FIBEROPTICS TECHNOLOGY INC... Procurement Representative if SUPPLIER is listed in any Denied Parties List or if SUPPLIER's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

If SUPPLIER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SUPPLIER represents that it maintains an effective export/import compliance program in accordance with the Arms Export Control Act and should be registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1).

Where SUPPLIER is a signatory under a FIBEROPTICS TECHNOLOGY INC. export license or export agreement (e.g. TAA, MLA), SUPPLIER shall provide prompt notification to the FIBEROPTICS TECHNOLOGY INC... Procurement Representative in the event of changed circumstances affecting said license or agreement.

SUPPLIER shall indemnify, hold harmless and, at FIBEROPTICS TECHNOLOGY INC...' election, defend FIBEROPTICS TECHNOLOGY INC..., its directors, officers, employees, and agents from and against all losses, costs, claims, causes of action, damages, liabilities and expense, including, but not limited to, reasonable attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from or related to any act or omission of SUPPLIER, its directors, officers, employees, agents, suppliers at any tier in the performance of any of its obligations under this section. SUPPLIER shall include the requirements of this section in all agreements with lower tier sub-suppliers.

Failure of the United States Government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the United States Government or any other government, shall relieve FIBEROPTICS TECHNOLOGY INC... of its obligations under this Contract. Provided SUPPLIER has diligently pursued obtaining such license and, through no fault of SUPPLIER, such license has been denied, withdrawn, or terminated, SUPPLIER shall also be relieved of its obligation under this Contract. In either event, this Contract may be terminated by FIBEROPTICS TECHNOLOGY INC. without additional cost or other liability.

6. Priority Rating (for applicable defense contracts; non-COTS items or Services ONLY):

This Contract may be a "rated order" certified for national defense use. SUPPLIER shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700). Under DPAS regulations, if this Contract supports the U.S. Government, is DX or DO Rated, and exceeds \$50,000.00, the SUPPLIER must acknowledge acceptance of DX-Rated orders within ten (10) days, and DO-Rated orders

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



within fifteen (15) days of receipt hereof. Commencement of performance of the Work called for by this Contract in the absence of SUPPLIER's written acknowledgement thereof shall be deemed acceptance of this Contract as written.

Current Priority Rating of DO-A2

7. Contract Values Exceeding \$2,000,000USD:

In the event any second tier SUPPLIER'S proposal will meet or exceeds the Cost or Pricing Threshold (\$2,000,000 or higher) and SUPPLIER is notified that Certified Cost or Pricing Data is required, SUPPLIER shall require its second tier supplier to submit Certified Cost or Pricing Data in compliance with the requirements as designated above. SUPPLIER shall conduct an appropriate cost or price analysis to establish reasonableness of the proposed offer (per FAR 15.404-3) and inclusive of profit analysis. A copy of the cost or price analysis shall be included as part of SUPPLIER'S proposal submission.

8. Indemnification:

SUPPLIER shall indemnify, hold harmless and, at Fiberoptics Technology Inc...' election, defend Fiberoptics Technology Inc..., its directors, officers, employees, and agents from and against all losses, costs, claims, penalties, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from or related to any act or omission of SUPPLIER, its directors, officers, employees, agents, suppliers, or sub-suppliers at any tier, in the performance of any of its obligations under this contract.

9. Counterfeit Parts Prevention:

1. Definitions for purposes of this Contract:
 - a. Counterfeit Parts shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to:
 - i. parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer,
 - ii. defective parts and/or surplus material scrapped by the original manufacturer, and
 - iii. previously used parts pulled or reclaimed and provided as —new.
 - b. As used herein, —authentic shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

Printed copies are not controlled



- c. Independent Distributor shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.

SUPPLIER represents and warrants that only new and authentic materials are used in products required to be delivered to FIBEROPTICS TECHNOLOGY INC... and that the work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by FIBEROPTICS TECHNOLOGY INC.... To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SUPPLIER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers (—OEMs)/OCMs or through the OEM's/OCM's authorized distribution chain.

SUPPLIER must make available to FIBEROPTICS TECHNOLOGY INC..., at FIBEROPTICS TECHNOLOGY INC...' request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by FIBEROPTICS TECHNOLOGY INC. Procurement Representative. SUPPLIER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. FIBEROPTICS TECHNOLOGY INC...' approval of SUPPLIER request(s) does not relieve SUPPLIER's responsibility to comply with all Contract requirements, including the representations and warranties in this section.

SUPPLIER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and FIBEROPTICS TECHNOLOGY INC. approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. SUPPLIER shall provide copies of such documentation for its system for FIBEROPTICS TECHNOLOGY INC...' inspection upon FIBEROPTICS TECHNOLOGY INC.' request. If a counterfeit parts reporting system is in place at the SUPPLIER, monitoring status and reports should also be accessible to FIBEROPTICS TECHNOLOGY INC.

SUPPLIER shall flow the requirements of section 9 to its sub suppliers and suppliers at any tier for the performance of this Contract.

10. Part Obsolescence:

SUPPLIER shall make FIBEROPTICS TECHNOLOGY INC. aware of impending part or raw material obsolescence as soon as SUPPLIER becomes aware of said obsolescence. This should be communicated immediately to FIBEROPTICS TECHNOLOGY INC's Purchasing,

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



QSF-182: Key Supplier Contract Agreement Terms
Process Owner: Materials Management

Revision: E Date: 5/24/19

or Quality Assurance, Manager so that the obsolescence can be planned for and all mitigations can be taken to avoid disruption to production at FIBEROPTICS TECHNOLOGY INC.

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.



11. Safety and Ethics:

SUPPLIER represents that each chemical substance constituting or contained in work sold or otherwise transferred to FIBEROPTICS TECHNOLOGY INC... hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

SUPPLIER shall provide to FIBEROPTICS TECHNOLOGY INC. with each delivery any Safety Data Sheet (29 C.F.R. 1910.1200) applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

SUPPLIER shall be committed to safe business practices, as outlined by OSHA (29 CFR 1910) to ensure product conformity, as well as product safety at FIBEROPTICS TECHNOLOGY INC, or its customer.

SUPPLIER shall use all best practices to ensure ethical operation while providing product or service for FTI.

12. First Article Inspection and Sample Pieces:

When requested, the SUPPLIER shall provide a Full First Article Inspection Report (FAIR) in accordance with the most current revision of AS9102. This will serve to confirm that supplied materials meet the current revision level requirements, dimensional specifications and material requirements. It will also serve to confirm that the product realization processes are capable of producing parts and assemblies that meet engineering AND design requirement.

If previously required to submit a Full FAIR, any changes in raw material, equipment, or process that may impact product quality will require the SUPPLIER to conduct a Delta FAIR in accordance with AS9102. SUPPLIER will be solely responsible for communicating to FIBEROPTICS TECHNOLOGY INC the need for submitting a Delta, FAIR. Failure to inform FIBEROPTICS TECHNOLOGY INC of the need for a Delta, FAIR when product quality may be at risk, may result in a halt in production or delivery from the SUPPLIER.

FIBEROPTICS TECHNOLOGY INC may require samples from the supplier in order to validate a design or orientation concept. In this case, FIBEROPTICS TECHNOLOGY INC will inform the SUPPLIER on the purchase order, contract is for, or will require, sample pieces to be sent before completing the work on an existing or future contract.



13. Statistical Process Control (SPC):

FIBEROPTICS TECHNOLOGY INC requires the SUPPLIER to perform statistical process control monitoring on Key Characteristics (“An Attribute whose variation has a significant influence on product fit, performance, service life, or producibility; that requires specific action for the purpose of controlling variation” – AS9103) that appear on the applicable PO drawing(s). In these cases, the SUPPLIER will need to submit a written plan to FIBEROPTICS TECHNOLOGY INC, addressing what the method of monitoring and control will be on the Key Characteristics, how data will be collected, what a reaction plan will be to out of control conditions, how stability (process capability) is established, and how and when this data will be made available to FIBEROPTICS TECHNOLOGY INC. The plan will need to be approved by FIBEROPTICS TECHNOLOGY INC based off past risk.

If the Key Characteristics, or revision level of the drawing remain unchanged, a single SPC plan submittal may be used over the life of multiple contracts.

The SPC requirement does not necessarily act as a verification activity at the SUPPLIER; FIBEROPTICS TECHNOLOGY INC will still verify product or service conformity as it sees fit as it relates to specified internal processes.

14. Maintenance of Records:

SUPPLIER shall maintain complete and accurate records in accordance with generally accepted accounting principles and good commercial practices to substantiate SUPPLIER’S charges hereunder. SUPPLIER shall retain such records for three (3) years from final payment of this Contract, unless another period is specified by FAR Part 4.7

SUPPLIER shall retain applicable Quality records including deliverable hardware, build and test documentation for fifteen (15) years from date of origination. All qualified design and configuration data shall be kept for a minimum of fifteen (15) years from the date of origination.

Quality records shall include, but are not limited to:

- a. Manufacturing Routers / Records
- b. Inspection documentation / data sheets
- c. Test documentation / test results
- d. Traceability Records
- e. Manufacturing Processes
- f. SPC Data
- g. Full and Delta FAIRs

FIBEROPTICS TECHNOLOGY INC... shall have access to such records, and any applicable facility areas SUPPLIER is required to maintain under this Contract, for the

Printed copies are not controlled



QSF-182: Key Supplier Contract Agreement Terms
Process Owner: Materials Management

Revision: E Date: 5/24/19

purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained. Audit rights shall be available to FIBEROPTICS TECHNOLOGY INC... on all performance related reports and other records, except records pertaining to proprietary indirect cost data. Audit of any proprietary indirect cost data may be accomplished through the responsible DCAA representative, or a mutually agreeable third-party auditor from a nationally recognized firm of certified public accountants.

15. Severability:

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

Zach Morin; Quality Assurance Manager

I hereby accept these Terms and Conditions:

Signature Date:

Name (Printed) Title:

FIBEROPTICS TECHNOLOGY INC PO Number



QSF-182: Key Supplier Contract Agreement Terms
Process Owner: Materials Management

Revision: E Date: 5/24/19

Revision History

Revision	Date	Description of Change
A	11/6/2015	Original Draft – Entry into QMS
B	10/24/2016	Removed column 2 reference to statement of work, added verbiage for FAI in case of new tooling
C	10/12/2017	Removed section from page 1 and changed formatting
D	12/9/2017	Added information for vendors that tells them how FTI evaluates them; quarterly for OTD and quality
E	5/24/2019	Better defines agreement and quality requirements

Printed copies are not controlled

This document and all information contained herein is protected as confidential, proprietary, and trade secret, and solely the property of Fiberoptics Technology Inc. Use of this document is strictly controlled by written agreement. Anyone receiving this document without explicit written authorization from Fiberoptics Technology, Inc. shall not use this document for any purpose and shall immediately contact Fiberoptics Technology Inc.'s Compliance Officer at 860-928-0443.