

## **EMCORE PURCHASE ORDER TERMS AND CONDITIONS**

- 1. Acceptance-Agreement.** Seller's acknowledgment, commencement of work, shipment of the goods, or acceptance of payment, whichever occurs first, constitutes unqualified acceptance of this order and all of its terms and conditions. EMCORE objects to any additional or different terms proposed in Seller's acceptance or acknowledgement. Any such proposed terms shall not operate as a rejection of this offer but are deemed a material alteration, and this offer shall be deemed accepted by Seller without said additional or different terms. If this order shall be deemed an acceptance of a prior offer by Seller, such acceptance is expressly limited to the terms contained on this order.
- 2. Price.** The goods shipped or work performed must not be invoiced at a higher price than shown on the face of this order without the written consent of EMCORE. The invoice must itemize separately any applicable transportation charges, insurance, and taxes. If the price is omitted from the order, the price shall be the lowest price at which Seller has sold the articles to any party within the past year. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating, or express handling unless indicated on this order.
- 3. Confidential Information.** Any non-public information or data furnished by EMCORE under this order, including, without limitation, in the form of specifications, drawings, reprints, technical information, equipment, prototypes, forecasts, schedules, or other technical or business information shall be deemed EMCORE Confidential Information, shall remain EMCORE's property, shall be kept confidential, and shall be promptly returned to EMCORE at EMCORE's request. Seller shall disclose EMCORE Confidential Information only to those of its employees with a need to know the EMCORE Confidential Information in order for Seller to exercise its rights or perform its obligations under this order, provided such employees are subject to confidentiality obligations at least as restrictive as these purchase order terms and conditions. Seller shall not disclose, disseminate, or transfer, without EMCORE's prior written permission, any EMCORE Confidential Information to any third party, or use EMCORE Confidential Information for any purpose other than performing this order. Without limiting the foregoing, Seller shall not use EMCORE Confidential Information to invent, create, modify, adapt, or manufacture any hardware, software or other products or services that would or could compete with or be used in lieu of EMCORE's hardware, software, or other products or services. In addition, Seller shall not reverse engineer or otherwise decompile or disassemble any Confidential Information. Seller shall comply with all proprietary information and restrictive markings applied to any information furnished and shall protect EMCORE Confidential Information from disclosure using the same degree of care Seller uses in protecting Seller's own confidential information from disclosure, but in no event less than a reasonable degree of care. Except as expressly stated in this order, no license, right or interest under any Intellectual Property is granted, transferred, or implied with respect to EMCORE Confidential Information. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to EMCORE shall be deemed secret or confidential.
- 4. Warranties.** Seller expressly warrants that all goods or services provided under this order shall be merchantable, fit for the particular purpose for which they are furnished, free from defects in design, material and workmanship, of the highest quality, and shall conform to all applicable specifications, drawings, samples, descriptions, and standards. Seller further warrants that the goods are wholly new and contain new components and parts throughout and that Seller has good and warrantable title to the goods free and clear of all liens. The warranties contained in this paragraph shall extend for a period of 1 year after final acceptance. In addition, Seller shall extend all warranties it receives from its vendors to EMCORE and to EMCORE's customers.
- 5. Termination for Convenience.** EMCORE may terminate all or any part of this order at any time for its convenience upon written notice to Seller. EMCORE's sole liability to Seller shall be payment of a percentage of the order price reflecting the percentage of work performed by Seller prior to termination. Any claim for such payment must be received in writing by EMCORE within thirty (30) days of receipt of written notice of termination. EMCORE shall have the right to audit all elements of any termination claim, and Seller shall make available to EMCORE on request all books, records and papers relating thereto.
- 6. Termination for Cause.** EMCORE may terminate this order or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any terms and conditions of this order, or if Seller fails to provide reasonable assurances of future performance upon request. In such event: (a) EMCORE shall not be liable to Seller for any amount for goods or services not accepted, and Seller shall be liable for any damages (or at EMCORE's option, specific performance) due to Seller's breach or default; (b) EMCORE may acquire, under the terms and in the manner EMCORE considers appropriate, goods or services similar to those terminated, and Seller will be liable to EMCORE for any excess costs for those goods or services; and (c) Seller shall continue any work that was not terminated. If it is determined that EMCORE improperly terminated this order for cause, such termination shall be deemed a termination for convenience pursuant to paragraph 5 rather than a breach by EMCORE. Neither party will be liable to the other for any delay or failure to perform that results from an unforeseeable cause beyond its reasonable control and without its fault or negligence, except that EMCORE may terminate all or any portion of this order without liability to Seller if such delay or failure to perform by Seller or on behalf of Seller extends beyond thirty (30) days of EMCORE's requested delivery date. TO THE FULLEST EXTENT PERMITTED BY LAW, EMCORE'S TOTAL LIABILITY ARISING UNDER OR RELATING TO THIS ORDER (WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES GIVING RISE TO THE CLAIM.
- 7. Insignia.** If EMCORE rightfully rejects or does not purchase any goods that utilize EMCORE's name, trademarks, trade names, insignia, symbols, or decorative designs, Seller shall

remove same prior to any sale, use or disposition thereof.

**8. Materials, Tools and Equipment.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by EMCORE for this order shall be and remain the sole property of EMCORE. Seller shall safeguard all such property while it is in Seller's custody or control, be liable for any loss or damage to such property, at EMCORE's option procure adequate insurance for such property, use such property only for EMCORE orders, and return such property to EMCORE upon request. Any such property, whether furnished or ordered by EMCORE and which may be in an unfinished state, may be removed from Seller's premises or the premises of subcontractors upon request without further action or bond. In the event that EMCORE removes such property that is not finished, EMCORE will pay Seller a percentage of the order price that corresponds to the percentage of completion. Seller waives any lien it may have in regard to such property and shall ensure its subcontractors do the same.

**9. Indemnification.** Seller shall defend, indemnify and hold EMCORE harmless against all damages, claims, liabilities, costs, judgments, settlements, contract losses, fines, penalties, and other costs and expenses (including, without limitation, attorney's fees) arising out of or relating in any way to any defects in the goods or services; any unauthorized use or disclosure of EMCORE Confidential Information; any breach of or inaccuracy in any representation, warranty, certification, or covenant of Seller; any breach of this order arising from a violation of Law; any claim that the goods or services, or their use as contemplated by this order, infringe any Intellectual Property Right (except to the extent the goods or services are solely of EMCORE design or formulation); and any bodily injury, death, or damage to real or tangible personal property arising from any act or omission of Seller, its agents, employees or subcontractors. In addition, if the price or fee of EMCORE's contract with its customer is reduced, EMCORE's costs are determined to be unallowable, any fines, penalties, or interest is assessed against EMCORE, or EMCORE incurs any other costs or damages as a result of any breach of this order or violation of applicable Law by Seller, its employees, agents, or subcontractors, EMCORE shall be entitled to make a reduction of corresponding amounts (in whole or in part) in the price of this order and/or demand payment (in whole or in part) of the corresponding amounts by Seller. Seller shall promptly pay amounts so demanded.

**10. Changes.** EMCORE shall have the right to make changes in this order at any time for its convenience upon written notice to Seller. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Seller prior to notice of the change. Any claim of Seller for an adjustment must be received in writing by EMCORE within thirty (30) days of the EMCORE change notice. Seller shall ensure that no changes in materials, processes, procedures, design interfaces, software or the facilities used for manufacturing, inspection or test shall be made without prior written approval from EMCORE.

**11. Inspection.** Seller's facilities and equipment are subject to inspection, and the goods and services purchased under this order are subject to inspection, testing, and acceptance at all reasonable times, by EMCORE and its customer. Payment for the goods and services delivered shall not constitute

acceptance. Goods and services shall only be deemed accepted when they have actually been counted, inspected, and tested by EMCORE and found to be in conformance with this order. Goods rejected and/or goods supplied in excess of those ordered or delivered in advance of the delivery schedule may be returned to Seller at its expense, including all expenses of unpacking, examining, repacking and reshipping such goods. If EMCORE receives goods or services with defects or nonconformities whether or not apparent on inspection, EMCORE reserves the right to require a refund or replacement as well as transportation costs or to make an equitable price reduction for acceptance of non-conforming goods or services. Nothing contained in this purchase order shall relieve Seller from the obligations of testing, inspection and quality control.

**12. Packing, Delivery and Shipment.** All goods shall be packed and shipped in accordance with instructions or specifications on this order. In the absence of any such instructions, Seller shall comply with the best commercial practice to ensure safe arrival at destination at the lowest transportation cost. Title and risk of loss or damage shall remain with Seller until, and shall pass to EMCORE only upon, delivery to EMCORE at the location specified in this order. **TIME IS OF THE ESSENCE ON THIS ORDER.** Seller shall notify EMCORE immediately if Seller learns that circumstances are delaying or threatening to delay delivery. Such notice shall identify the work that may be delayed, the duration of the delay, the corrective action to be taken, and the proposed new delivery schedule or completion date; provided, however, such notification shall not be construed as a waiver of any delivery schedule or completion date, any breach or noncompliance; or any rights or remedies. If in order to comply with EMCORE's required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in this order, Seller shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been caused by EMCORE.

**13. Material Safety Data Sheets.** Seller shall provide a Material Safety Data Sheet for chemicals that are regulated by OSHA's hazard communication regulations set forth in 29 C.F.R. 1910.1200. All chemical suppliers certify by acceptance of this order that the chemicals purchased are on the Toxic Substances Control Act, 15 U.S.C. 2601, et. seq., chemical inventory or are subject to an exemption and that such exemption is specified in the Material Safety Data Sheet.

**14. Access to Facilities.** If Seller has access to EMCORE's premises, Seller agrees to observe the highest safety standards, to adhere to all EMCORE work rules, safety standards and security requirements, to maintain insurance satisfactory to EMCORE, and to furnish evidence of such insurance at EMCORE's request. Seller Personnel shall provide information reasonably requested by EMCORE to ensure proper identification and EMCORE, in its sole discretion, shall have the right to require Seller to remove specified Personnel from its premises.

**15. Compliance with Laws.** Seller warrants that all goods and services will have been produced and supplied in compliance with all applicable federal, state, local, and foreign laws, orders, directives, rules and regulations (collectively, "Law"). Seller shall at its own expense procure all licenses and permits required for performance.

**16. Customs.** For each shipment where the Seller sources goods covered by this order outside the United States Customs Territory, EMCORE shall have the option of being the Importer of Record. In such case, the Seller shall furnish EMCORE with a commercial invoice containing the following information: (1) port of entry; (2) names of Seller and EMCORE entity purchasing the merchandise; (3) name of shipper (if different from Seller); (4) country of export; (5) detailed description of merchandise; (6) quantities and weights; (7) actual purchase price, including all elements of the amount paid or payable by EMCORE; (8) the currency in which the sale was made; (9) all charges, costs and expenses associated with the merchandise, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (10) all rebates or discounts; (11) the country of origin (manufacture) of the goods; and (12) all goods or services furnished for the production of the merchandise (e.g., "assists") not included in the invoice price for the first shipment of goods destined for the United States Custom Territory unless EMCORE directs otherwise in writing.

**17. Conflict Minerals.** By accepting these terms and conditions, Seller agrees to timely respond, to the best of Seller's knowledge and belief following an appropriate due diligence inquiry, to any request by, or on behalf of, EMCORE, for information on the source and chain of custody of conflict minerals necessary to the functionality or production of a product manufactured by Seller or supplied by Seller to EMCORE. In addition, Seller understands and acknowledges that any information provided by Seller in this regard may be used by EMCORE to comply with its reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

**18. Compliance with Export Regulations.** Seller shall comply with all applicable export control laws and regulations, including but not limited to the Arms Export Control Act, International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), including obtaining any licenses or permits thereunder and any other applicable government directives related to export control. Seller shall not transfer any export-controlled information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Prior to requesting U.S. Government authorization to export EMCORE's export-controlled information, Seller must first obtain EMCORE's written consent. EMCORE's written consent shall not relieve Seller of its obligations to comply with U.S. export regulations.

**19. Government Subcontract.** If a government contract number appears on the face of this order, or if the work under this order otherwise directly or indirectly supports a government contract, Seller agrees to comply with all terms and conditions set forth in Exhibit A attached hereto and made a part hereof and with any other applicable Laws.

**20. Incorporation by Reference.** In the event that any terms or requirements are required by EMCORE's customer to be incorporated herein, whether such requirement is contractual or

required by Law, such terms and requirements shall be deemed to be incorporated herein by reference.

**21. Relationship of the Parties.** Each party is an independent contractor, and neither party is, nor shall it represent itself to be, an agent, partner, fiduciary, joint venture, co-owner, or representative of the other party. Neither party shall have the authority, or represent that it has the authority, to bind the other party. Each party assumes full responsibility for the actions, supervision, and compensation of its employees, agents, or subcontractors, and neither party assumes any responsibility for the actions, supervision, or compensation of the other party's employees, agents, or subcontractors.

**22. Authorized Representative.** The EMCORE representative listed on the face of this order ("EMCORE's Authorized Representative") shall have sole authority to make contractual commitments, to provide contractual direction, and to change or modify contractual requirements relating to this order. All notices required under this order shall be furnished in writing to EMCORE's Authorized Representative with a copy of all legal notices to EMCORE's legal department at 2015 W. Chestnut Street, Alhambra, CA 91803, Attn: Legal Department, email: Legal@emcore.com. EMCORE's engineering, technical, and other Personnel may from time to time render assistance, give technical advice, make suggestions, or discuss or effect an exchange of information; but such actions shall not be deemed to constitute a change and shall not obligate EMCORE to provide any additional compensation to Seller.

**23. Payment and Taxes.** Payment for each invoice submitted by Seller shall be due and payable no later than 60 days from the latest of EMCORE's receipt of Seller's proper invoice, the scheduled delivery date, or the actual delivery of the goods or services. EMCORE shall have the right to recoup or setoff, as the case may be, against payments due or at issue under this order. Each payment made shall be subject to reduction to the extent of amounts that were not properly payable, and shall also be subject to reduction for overpayments. Seller shall promptly notify EMCORE of any such overpayments and remit the amount of the overpayment to EMCORE. Prices include all applicable foreign, federal, state, and local taxes, levies, customs, or duties, however designated, or amounts legally levied in lieu thereof.

**24. Intellectual Property.** As used in this order, the term "Intellectual Property" shall mean all inventions, improvements, discoveries, works of authorship, technical data, computer software, algorithms, mask works, ideas, concepts, and know-how, as well as all patents, patent applications, copyrights, trademarks, trade secrets, and other intellectual property rights attendant thereto. EMCORE shall own all Intellectual Property conceived, developed, reduced to practice, or otherwise generated in the performance of this order by or on behalf of Seller. Seller hereby assigns and agrees to assign all right, title, and interest in and to such Intellectual Property to EMCORE and to execute all documentation necessary to perfect EMCORE's title therein. Seller shall assist EMCORE in obtaining, maintaining, and enforcing the Intellectual Property rights covered by this paragraph. To the extent any pre-existing Intellectual Property is used, included, or contained in the services or deliverable items and not owned by EMCORE, Seller grants to EMCORE an irrevocable, nonexclusive, worldwide, royalty-free license to make, have made, sell, offer for

sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing Intellectual Property, and to authorize others to do any of the foregoing.

25. **Remedies.** The rights and remedies in this order are cumulative in addition to any other rights and remedies available at law or in equity. Seller acknowledges that EMCORE will suffer irreparable harm, and that monetary damages alone will not adequately compensate EMCORE, for any breach of the Confidential Information or Intellectual Property paragraphs of this order. Therefore, in the event Seller breaches or threatens to breach those paragraphs, EMCORE shall be entitled to interim, emergency, and permanent restraints and injunctive relief (without the need to post any bond or other undertaking), as well as to an accounting and payment by Seller of any and all amounts received by Seller as a result of the breach.
26. **Jurisdiction and Venue.** All proceedings arising under or relating to this order (whether arising in contract, statute, tort or otherwise) shall be maintained exclusively in any state or federal court of general jurisdiction located in the State of California, and the parties irrevocably and unconditionally submit and consent to exclusive jurisdiction and venue therein and expressly waive any right to object to personal jurisdiction or venue in such courts.
27. **Choice of Law.** Irrespective of the place of contract formation or performance, this order and all matters relating to this order (whether in contract, statute, tort, or otherwise) shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law rules thereof.
28. **Dispute Resolution.** In case of a dispute between the parties, one party shall provide written notice to the other describing its grievance and describing the relief sought, providing sufficient detail for the other party to evaluate the issue. The parties agree to negotiate in good faith to resolve the dispute and escalate the negotiations as appropriate. If the parties are unable to resolve the dispute within thirty (30) days of receipt of notice, the parties shall attempt in good faith to resolve the dispute by mediation. Either party may commence the mediation by providing the other party written notice. The mediation shall be conducted in Los Angeles. The initial mediation session shall be held within thirty (30) days after the initial notice. With the exception of a request for a temporary restraining order or preliminary injunction, good faith participation in the initial mediation session shall be a condition precedent to pursuing any other available legal or equitable remedy. Each party shall bear its own cost for the mediation, except that the parties agree to share equally the fees and costs of the mediator. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any legal proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
29. **General.** This purchase order and any documents attached to or referred to on this order constitute the entire agreement between

the parties with respect to the subject matter hereof; merges and supersedes all prior oral and written agreements, communications, and representations relating to the subject matter hereof; and can only be modified in writing signed by EMCORE's Authorized Representative. No part of this order may be assigned or subcontracted without the prior written approval of EMCORE. All claims for money due or to become due from EMCORE shall be subject to deduction or set off by EMCORE for any counterclaim arising out of this or any other transaction with Seller. EMCORE's failure to enforce or insist on performance of any of the terms or conditions in this order shall not operate as a waiver of that or any other right. If any provision of this order shall be construed by a court of competent jurisdiction to be unenforceable, in whole or in part, then such provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. In any case, the remaining provisions of this order shall remain in full force and effect. The various documents constituting this order, insofar as possible, shall be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this order, such conflict or ambiguity shall be resolved in accordance with the following descending order of precedence: (a) provisions required by Law or EMCORE's customer, prime contract or higher-tier subcontract; (b) the face of the order; (c) these terms and conditions; (d) the statement of work; (e) specifications; and (f) drawings.

30. **Survival.** The following paragraphs shall survive the expiration, completion, or termination for any reason of this order: 3, 4, 9, 15, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29.

**PURCHASE ORDER TERMS AND CONDITIONS**  
**EXHIBIT A – GOVERNMENT SUBCONTRACTS**

1. **Confidential Information.** This paragraph supplements and is incorporated by reference into paragraph 3 of EMCORE’s purchase order terms and conditions. EMCORE shall notify Seller of any applicable requirements relating to the safeguarding and protection of Government confidential or non- public information (“Sensitive Government Information”). Seller shall, at no additional cost to EMCORE, comply strictly with such requirements and maintain data protection processes and systems sufficient adequately to protect Sensitive Government Information. Seller shall not use Sensitive Government Information for any purpose other than performing its obligations under this order and shall not disclose, disseminate, or transfer Sensitive Government Information to any third party without EMCORE’s prior written consent.
2. **Intellectual Property.** This paragraph replaces paragraph 22 of EMCORE’s purchase order terms and conditions. As used in this order, the term “Intellectual Property” shall mean all inventions, improvements, discoveries, works of authorship, technical data, computer software, algorithms, mask works, ideas, concepts, and know-how, as well as all patents, patent applications, copyrights, trademarks, trade secrets, and other intellectual property rights attendant thereto. Seller grants to the Government the rights in data and inventions set forth in the clauses incorporated by reference in this Exhibit A. Seller grants to EMCORE, in connection with EMCORE’s performance of its obligations in support of any prime contract or subcontract (at any tier) in support of any prime contract with the U.S. Government, a paid-up, royalty-free license to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivatives, and to authorize others to do any or all of the foregoing, any Intellectual Property first conceived, reduced to practice, authored, developed or created by Seller in performance of this order or delivered by Seller under this order. Subject to the rights granted to the Government and EMCORE above: (a) each party shall own, and shall be afforded all rights of ownership incident to, all preexisting Intellectual Property of that party and all Intellectual Property first conceived, reduced to practice, authored, developed, or created by that party in the performance of this order; (b) neither party shall have any right, title, or interest in or to any Intellectual Property of the other party or any Intellectual Property first conceived, reduced to practice, authored, developed or created by the other party in performance of this order; (c) EMCORE shall own all Intellectual Property first conceived, reduced to practice, authored, developed, or created jointly by the parties in the performance of this order. Seller shall require its employees and, if applicable, other persons under contract to it, to provide reasonable assistance in the procurement and protection of the rights conferred by this paragraph and execute all lawful documents in conjunction therewith.
3. **Choice of Law.** This paragraph replaces paragraph 25 of EMCORE’s purchase order terms and conditions. Irrespective of the place of contract formation or performance, this order and all matters relating to this order (whether in contract, statute, tort, or otherwise) shall be governed by and construed in accordance with the common law of federal Government contracts, as enunciated and applied by the federal courts, the boards of contract appeals, and the United States Government Accountability Office (“GAO”). To the extent the federal common law of Government contracts is not dispositive, the laws of the State of New Jersey without reference to the choice of law rules thereof.
4. **Clauses Incorporated by Reference.** The clauses identified in this Exhibit are incorporated by reference to the extent indicated below. The effective version of each clause shall be the version that applies to EMCORE under its prime contract or higher-tier subcontract. In all cases, the clauses shall be interpreted to apply to Seller as necessary to reflect the position of Seller as a subcontractor to EMCORE, to ensure Seller’s obligations to EMCORE, and to enable EMCORE to meet its obligations to its customer. Without limiting the foregoing: (a) unless the context of the clause or Law requires otherwise, the term “Contractor” shall mean “Seller;” the term “Contract” shall mean this order,

the term “Subcontractor” shall mean Seller’s subcontractor, and the terms “Government,” “Contracting Officer” and equivalent phrases shall mean EMCORE and EMCORE’s Authorized Representative, respectively; (2) the words “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property is to be transferred directly to the Government; (3) where a clause specifies the number of days in which Seller must act, that number shall be halved; and (4) where a clause specifies the number of days in which EMCORE must act, that number shall be doubled.

**SUBPART A – FAR CLAUSES**

**The following Federal Acquisition Regulation (“FAR”) clauses are incorporated by reference to the extent and with the modifications set forth below.**

**Applicable to All Orders**

- 52.203-3Gratuities
- 52.215-5Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (paragraph (d) only)
- 52.219-8Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-50 Combatting Trafficking in Persons
- 52.225-1Buy American Act – Supplies (Seller must provide country of origin information as required by this clause; EMCORE will advise seller if other than domestic components or end products are acceptable)
- 52.225-5Trade Agreements (Seller must provide country of origin information as required by this clause; EMCORE will advise seller if other than domestic components or end products are acceptable)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-14 Rights in Data – General with Alternates II, III, and V (unless another data rights clause is identified as taking precedence)
- 52.227-19 Commercial Computer Software – Restricted Rights (applies to commercial computer software developed exclusively at private expense)
- 52.244-6Subcontracts for Commercial Items
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

**Applicable to Orders Over \$3,500**

- 52.222-54 Employment Eligibility Verification

**Applicable to Orders Over \$10,000**

- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act

**Applicable to Orders Over \$15,000**

- 52.222-36 Equal Employment for Workers with Disabilities

**Applicable to Orders Over \$35,000**

- 52.209-6Protecting the Government’s Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

**Applicable to Orders Over \$150,000**

- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

**Applicable to Orders Over \$5,500,000**

- 52.203-13 Contractor Code of Business Ethics and Conduct

**Applicable to the Extent Indicated**

- 52.204-9 Personal Identify Verification of Contractor Personnel (if Seller has access to Government facilities or systems)
- 52.222-41 Service Contract Labor Standards (if order is subject to the Service Contract Labor standards statute)
- 52.223-11 Ozone-Depleting Substances (if order involves ozone-depleting substances or work manufactured with or containing ozone-depleting substances)
- 52.232-40 Providing Accelerated Payments to Small Business Concerns (if Seller is a small business and EMCORE receives accelerated payments under its contract)
- 52.245-1 Government Property with Alternate I (if order involves access to Government property)

**Applicable if Checked**

- 52.227-14 Rights in Data – General with Alternate I (applies in addition to the basic clause and Alternates identified above)
- 52.227-17 Rights in Data – Special Works (applies in lieu of FAR 52.227-14 and -19 if checked, unless otherwise noted)
- 52.227-18 Rights in Data – Existing Works (applies in lieu of FAR 52.227-14 and -19 if checked, unless otherwise noted)

**SUBPART B – DFARS CLAUSES**

**If this box is checked or if EMCORE’s contract is otherwise with or in support of a Department of Defense customer, the following Defense Federal Acquisition Regulation Supplement (“DFARS”) clauses are incorporated by reference in addition to the FAR clauses identified in Subpart A.**

**Applicable to All Orders**

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7015 Disclosure of Information to Litigation Support Contractors
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7001 Buy American Act and Balance of Payment Programs (applies in lieu of FAR 52.225-1; Seller must provide country of origin information as required by this clause; EMCORE will advise Seller if other than domestic or qualifying country components or end products are acceptable)
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7021 Trade Agreements (applies in lieu of FAR 52.225-5; Seller must provide country of origin information as required by this clause; EMCORE will advise Seller if other than U.S.-made, qualifying country, or designated country components or end products are acceptable)
- 252.225-7048 Export Controlled Items

- 252.227-7013 Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14 unless another data rights clause is identified as applicable instead)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14 unless another data rights clause is identified as applicable instead)
- 252.227-7015 Technical Data – Commercial Items (applies to technical data pertaining to commercial items, components or processes developed exclusively at private expense)
- 252.227-7019 Validation of Asserted Restrictions – Computer Software

- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.244-7000 Subcontracts for Commercial Items

**Applicable to Orders Over \$150,000**

- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

**Applicable to Orders Over \$150,000**

- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

**Applicable to Contracts Over \$500,000**

- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns

**Applicable to Orders Over \$5,500,000**

- 252.203-7003 Agency Office of the Inspector General

**Applicable to the Extent Indicated**

- 252.223-7001 Hazard Warning Labels (if order requires delivery of hazardous materials)
- 252.225-7007 Prohibition on Acquisition of U.S. Munitions List Items from Communist Chinese Military Companies (if Seller is supplying items on the U.S. Munitions List)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (if work contains specialty metals)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance Systems (if order includes electronic parts or assemblies containing electronic parts)

**Applicable if Checked**

- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.227-7020 Rights in Special Works (applies in lieu of DFARS 252.227-7020, -7014, and -7015 if checked, unless otherwise stated)
- 252.227-7021 Rights in Data – Existing Works (applies in lieu of DFARS 252.227-7020, -7014, and -7015 if checked, unless otherwise stated)