

End-Use & End-User Acknowledgment

SV Microwave, Inc. Customers (herein I or We):

1. I (We) will not sell, export, re-export, divert, or otherwise transfer any SV Microwave products, technology, or software for use in activities that involve the development, production, use, or stockpiling of nuclear explosive devices, chemical or biological weapons, or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use SV Microwave products in any facilities which are engaged in activities relating to such weapons or applications, without prior authorization from the U.S. Government and SV Microwave notification.
2. I (We) will not sell, export, re-export, divert, or otherwise transfer any SV Microwave products, technology, or software to any entity or country subject to U.S. Government approval, including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea Region unless otherwise authorized by the U.S. Government. This also applies to the selling country and any authorizations required according to local Government restricted party lists.
3. I (We) will not sell, export, re-export, divert, or otherwise transfer any SV Microwave products, technology, or software for military end-use or end-user for the following countries: China (including Hong Kong and Macau), Myanmar/Burma, Russia, or Venezuelan otherwise authorized by the U.S. Government.
4. I (We) acknowledge that United States law and the selling country's law prohibit the sale, export or re-export, diversion or transfer, or other participation in any export transaction involving SV Microwave products with individuals or companies listed in the DoC's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals (SDNs) or the U.S. Department of State's list of individuals debarred from receiving Munitions List items and other applicable lists, i.e., Entity List as well as the Denial Person/Company list of the selling country ("Prohibited Lists"). I (We) certify that any individual or entity designated on any Prohibited List will not be involved in activities that include SV Microwave products, services, or data.
5. I (We) will abide by all applicable United States or selling country export control laws and regulations for all products, software, or technology purchased from SV Microwave and will obtain any licenses or approvals required by the U.S. Government or the selling country's Government before the sale, export, re-export, diversion or other transfer of SV Microwave product, software, or technology. If I (we) provide any repair services, I (we) further certify we have adequate processes in place to ensure that our end-users comply with the requirements of this certification.
6. I (We) will abide by all applicable sanctions and export control law restrictions issued by the United States Government, including the Department of the Treasury's Office of Foreign Asset Control (OFAC) and any equivalent controls of the selling country. This includes the OFAC policy that prohibits U.S. persons from conducting transactions with entities that are sanctioned by operation of law according to the OFAC "50% Rule." Under the 50% Rule, US persons are prohibited from transacting, directly or indirectly, with entities in which a party on the OFAC SDN List maintains a 50% or greater ownership interest. This prohibition also applies to entities where multiple parties on the SDN List hold a combined 50% or greater ownership interest.
 - a. I (we) will not use, export, re-export, divert, or otherwise transfer SV Microwave's products, software, or technology for purposes prohibited by any sanctions program enacted by the United States Government, including but not limited to restrictions on the provision, exportation, re-exportation, directly or indirectly, of goods, services, or technology in support of exploration or production for deep-water, the Arctic offshore, or shale projects that have the potential to produce oil in the Russian Federation, or maritime area claimed by the Russian Federation and extending from its territory, or which have the potential to produce oil in any location, and in which any designated person, their property, or their property interests has (a) a 33 percent or greater ownership interest, or (b) ownership of a majority of the voting interests. I (we) certify that the aircraft in which SV Microwave's products will be installed will not be used to transport any persons to/from or otherwise provide support for any exploration or production projects identified in this section.
 - b. I (we) will not use, export, re-export, divert, or otherwise transfer SV Microwave's products, software, or technology for purposes prohibited by any sanctions program enacted by the United States Government, including but not limited to any activity or any entity controlled by, or that acts at the direction of, directly or indirectly, on behalf of the Government of Venezuela as defined by Executive Order 13884. Executive Order 13884 defines the Government of Venezuela as the state and Government of Venezuela, any political subdivision, agency, or instrumentality thereof, including the Central Bank of Venezuela and Petroleos de Venezuela, S.A. (PdVSA), and any person who has acted or purported to act directly or indirectly for or on behalf of, any of the foregoing, including as a member of the Maduro regime. I (we) certify that the aircraft, land vehicle, or any other item in which SV Microwave's products will be installed will not be used to transport any persons to/from or otherwise provide support for any activity in relation to the entities identified in this section.

Additional documents may be requested as regulation or law requires. By placing an order with SV Microwave, Customers agree they or their company has disclosed the end-use of the transaction, including all repair activities (as applicable).