FlexRadio

FLOWDOWN REQUIREMENTS

COUNTERFEIT MATERIAL AND MALWARE AVOIDANCE PROCESS REQUIREMENTS

Scope

To ensure that product, hardware or software, does not contain counterfeit material or malware within the software before it is delivered to FlexRadio.

Requirements

1. The Seller shall maintain a Counterfeit Item risk mitigation process internally and with its Sellers using SAE AS5553 and AS6174 as guidelines.
   1.1. The Seller shall submit and ensure compliance with the requirements of this flowdown by lower tier Sellers providing items for delivery to FlexRadio under this order.
   1.2. The Seller shall provide evidence of the Seller's risk mitigation process to the FlexRadio Buyer upon request.
2. The Seller and Seller's subcontractors that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and the Seller shall act on GIDEP reports that affect product delivered to FlexRadio.
   2.1. The Seller shall issue a GIDEP report when suspect or confirmed counterfeit item(s) associated with this Purchase Order are discovered and ensure suspect counterfeit items are not delivered to FlexRadio.
3. The Seller shall immediately notify FlexRadio with the pertinent facts if the seller becomes aware or suspects that items delivered in accordance with the FlexRadio Purchase Order are or contain suspect or confirmed counterfeit items.

4. The Seller shall purchase material directly from the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM) (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor (collectively, an Authorized Distributor).

   4.1. The seller shall obtain documentation and retain all documentation required to fully trace the distribution and sale of the goods delivered back to the relevant OM, and, on request of FlexRadio, shall provide such authenticating documentation.

5. The Seller shall obtain written approval from the FlexRadio Buyer prior to shipment if items required to satisfy this Purchase Order cannot be procured from the OEM, OCM or an OM's Authorized Distributors.

   5.1. The Seller shall present complete and compelling support for any request to procure from sources other than the OEM, OCM or their OM's Authorized Distributors and include in the request all actions completed to ensure the parts thus procured are not Counterfeit Items.

   5.2. The supporting documentation shall also include:

      5.2.1. Results of authentication test and analysis conducted (using AS5553 as a guide).

      5.2.2. Traceability with identification of all supply chain intermediaries wherever such traceability exists.

      5.2.3. Identification of and traceability to the source for any remarked or resurfaced material.

      5.2.4. The Seller shall segregate and provide traceability identifiers (i.e. Date Code / Lot Code., Serial number) for all items delivered to FlexRadio which contain an item procured from sources other than OEM, OCM or their Authorized Distributors.

6. The Seller shall maintain the following internal processes to control malware, defined as viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware:

   6.1. The Seller shall maintain a malware management process for the underlying manufacturing information systems used in building the electronic assembly. This process shall consist of continuously monitoring the manufacturing information systems to ensure absence of malware, using up-to-date commercially available anti-virus software. The Seller

shall maintain evidence of the continuous monitoring (include name/version of the anti-virus software and scanning machine name/serial number).

6.2. For deliverable assemblies that are running commercially available operating systems (e.g., Windows, Linux, Mac), the Seller shall implement a process of scanning these assemblies to ensure that they are free of malware, using up-to-date commercially available anti-virus software. The Seller shall maintain evidence of the scan occurrences (include date of scan, assembly part number, name/version of the antivirus software, and scanning machine name/serial number).

6.3. The seller shall immediately notify FlexRadio with pertinent facts when the seller becomes aware or suspects that assemblies delivered in accordance with the FlexRadio Purchase Order contain malware.

6.4. The Seller shall provide evidence of these two processes to FlexRadio upon request.

Data Submission Summary

Seller to deliver the following data to FlexRadio for approval:

- Supporting documentation to procure from sources other than the OEM, OCM, or their Authorized distributors.

Seller to deliver the following data to FlexRadio for information as required by this document:

- Evidence of the Seller's risk mitigation process, if requested.
- Evidence of the seller's malware management and malware scanning process, if requested.
- Evidence of product traceability from the OEM/OCM
- Notification to FlexRadio of suspected or confirmed counterfeit material
- Notification to FlexRadio of suspected delivery of material containing malware.

Notes

Counterfeit Item is defined to include but not limited to:

- An item that is an illegal or an unauthorized copy or substitute of an OEM or OCM item.

- An item that does not contain the proper external or internal materials or components required by the OEM or OCM or that is not constructed in accordance with OEM or OCM design but is represented as such.
- An item or component that is used, refurbished or reclaimed but the supplier represents it as being a new item.
- An item that has not successfully passed all OEM or OCM required testing, verification, screening and quality control but the supplier represents as having met or passed such requirements.
- An item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM or OCM item is a genuine OEM or OCM item when it is not.

Authorized distributor is defined as a distributor with which the OM has a contractual agreement to stock, repackage, sell and distribute its product lines. Authorized distributors normally offer the material for sale with full manufacturer flow-through warranty.

Section 6 of this flowdown is not applicable for hardware that does not contain software, firmware, or microprocessor capability.

Revision History
Revision 0 – Initial revision. No edits.