

## **TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND/OR SERVICES**

### **1. DEFINITIONS**

As used in the Purchase Order:

- a. "Days" shall mean calendar days unless otherwise expressly provided in the Purchase Order.
- b. "Gratuities" means any money, fee, commission, credit, gift, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Speedcast employee for the purposes of improperly obtaining or rewarding favorable treatment in connection with the Purchase Order.
- c. "Speedcast" means the Speedcast legal entity or affiliated entity issuing the Purchase Order as the entity to which Products or Services are sold.
- e. "Products" means the equipment, firmware, software components, goods, or other items purchased from Seller or to be supplied by Seller under the Purchase Order.
- f. "Purchase Order" means the Purchase Order, including these Terms and Conditions (or to the extent provided in Section 3, such other written governing agreement) and all other plans, specifications, schedules, Requirements Documents, and other documents that are attached to or incorporated by reference into the Purchase Order.
- g. "Seller" means the legal entity that agrees to perform in accordance with the Purchase Order.
- h. "Services" means the services purchased from Seller or to be supplied by Seller under the Purchase Order.
- i. "Requirements Documents" means the specifications, statement of work, drawings and any other technical documents that Speedcast provided to Seller as the technical requirements.

### **2. ENTIRE AGREEMENT**

Upon acceptance or partial performance of the Purchase Order, or the delivery of the Products and/or Services, in whole or in part, Seller agrees (or is deemed to agree) to these Terms and Conditions, and Seller further agrees that the provisions under the Purchase Order including these Terms and Conditions, and including all documents incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior agreements relating to the subject matter hereof. Seller represents and warrants that, in entering the Purchase Order, Seller does not rely on any previous direct or implied representations, inducement, or understanding of any kind. Any terms and conditions proposed by Seller inconsistent with or in addition to the terms of the Purchase Order shall be void and of no effect, unless specifically agreed to by Speedcast in writing.

### **3. ORDER OF PRECEDENCE**

To the extent there are any conflicts among or between the provisions within the Purchase Order, such conflicting provisions shall prevail in the following order of precedence:

- a. Purchase Order;
- b. These Terms and Conditions;
- c. Requirements Documents.

Provided, however, that if a separate master or other written agreement entered into by Seller and Speedcast for the purchase of Products and/or Services exists and is effective at the time of the Purchase Order, that agreement shall apply in place of these Terms and Conditions so long as and to the extent it states so, or the parties so agree in writing. If such a separate agreement does not exist, or does exist but does not fulfill the condition set forth above, these Terms and Conditions apply in place of any terms and conditions (i) provided by Seller during the performance hereof, or (ii) referred to in any form generally used by Seller, any correspondence, other contracts performed by the parties, or elsewhere, which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing. Any of said terms and conditions (other than those referred to in these Terms and Conditions) are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.

### **4. ACCEPTANCE – MODIFICATIONS OF TERMS**

- a. The Purchase Order constitutes acceptance of Seller's offer and such acceptance is expressly made conditional on Seller's assent to the terms and conditions contained in the Purchase Order. The Purchase Order will be deemed accepted by Seller upon the first to occur:
  - (i) Seller's written acceptance of the Purchase Order;
  - (ii) Seller's commencement of performance under the Purchase Order.

- b. In either such event, any additional or different terms proposed by Seller are rejected unless expressly approved in writing by Speedcast. No communication from Seller that in any way differs from or adds to the Purchase Order, irrespective of whether or not Speedcast seasonably objects thereto, will be binding upon Speedcast unless such different or additional terms are incorporated into a writing signed by both Speedcast and Seller, making express reference to the Purchase Order. WITHOUT LIMITING THE FOREGOING, SPEEDCAST' ACCEPTANCE OF PRODUCTS/SERVICES SHALL NOT CONSTITUTE ACCEPTANCE OF SELLER'S TERMS. SPEEDCAST HEREBY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS BY SELLER IN ACCEPTANCE OF THE PURCHASE ORDER.

## **5. CHANGES**

- a. Speedcast may at any time, by written notice, make changes within the general scope of the Purchase Order, including without limitation, changes to:
  - (i) the shipping and packing instructions for the Products;
  - (ii) the quantity of Products or Services ordered;
  - (iii) Requirements Documents for the Products/Services;
  - (iv) the place of inspection, delivery or acceptance for the Products/Services.
- b. If any change causes a variation in the cost of performance or the time required for performance, an equitable adjustment in the Purchase Order price and/or delivery schedule shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Clause must be asserted within fifteen (15) Days from the date the change is ordered and must include the amount claimed and support cost figures. Pending such adjustment, Seller will proceed in accordance with such change notice or order. Pending the resolution of Seller's proposal or any claim for equitable adjustment, Seller will proceed in accordance with the direction of the Speedcast
- c. Speedcast engineering and technical personnel may assist or give technical advice in an exchange of information with Seller's personnel concerning the Products/Services to be furnished under the Purchase Order. Such exchange of information or advice shall not authorize Seller to change any of the terms, conditions, or provisions of the Purchase Order, nor shall such assistance or technical advice operate as a waiver or relinquishment of any rights reserved to Speedcast hereunder or at law. Except as otherwise provided in the Purchase Order, no changes shall be made unless such change is authorized in writing by Speedcast and referenced in a revised Purchase Order.

## **6. INSURANCE**

- a. **Types of Insurance:** During the term of the Purchase Order, Seller's obligations set forth in the Purchase Order shall be supported by appropriate insurance policies acceptable to Speedcast, including at least the following: unless otherwise specified by Speedcast in writing:;
  - (i) workers' compensation insurance in compliance with local statutory requirements;
  - (ii) employer's liability insurance with limits of at least Euro2,000,000 for each occurrence;
  - (iii) as applicable, automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least Euro1,000,000 combined single limit for bodily injury and property damage per occurrence;
  - (iv) Commercial General /Product Liability insurance, including, without limitation, with limits in respect of bodily injury and/or property damage of not less than Euro2,500,000 per occurrence; and
  - (v) Excess Liability insurance with limits of Euro5,000,000. If the Purchase Order requires Seller to enter Speedcast's premises and perform software and/or hardware installation on a Speedcast network, Seller will also purchase and maintain the following additional coverage: Professional Liability (Errors and Omissions) with limits of Euro1,000,000).
- b. Said policies shall be taken out by Seller at its cost, with a reputable insurance company rated by AM Best with at least an AVII rating unless no such company is available in the local market. All CGL and automobile liability insurance shall designate Speedcast, its affiliates, and its directors, officers, and employees (all referred to as "Speedcast") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of Speedcast shall not be effective for such period as the laws where the Purchase Order is to be performed prescribe or until thirty (30) days after the insurer or Seller gives written notice to Speedcast, whichever period is longer. Any other coverage available to Speedcast shall apply on an excess basis. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against Speedcast to the extent of liabilities assumed by Seller hereunder.

- c. **Speedcast Materials, Tools, and Equipment:** Seller shall keep, at Seller's sole expense, all Speedcast materials and all tools and equipment, special or otherwise, in which Speedcast has any interest, insured against risk of loss or damage by fire or other unavoidable casualty for their fair market value at the time of receipt by Seller and during such time as they remain in Seller's possession.
- d. **No Effect on Indemnification:** Seller's obligation to obtain the insurance specified in this Clause does not waive or release Seller's liabilities or duties to indemnify under the Purchase Order.

## 7. INDEMNIFICATION

- a. **General:** Seller acknowledges that, as an independent contractor, it is furnishing Products/Services to Speedcast that may be subject to certain laws and regulations. Seller therefore agrees to indemnify and hold harmless Speedcast and Speedcast' customers and their respective directors, officers, agents, and employees, against all claims, damages, losses, causes of action, liabilities and expenses of any kind or nature, including without limitation, defense costs and attorneys' fees, which arise out of or relate to Seller's failure to comply with all applicable laws and regulations in the performance of Seller's obligations under the Purchase Order. Seller also agrees to indemnify and hold harmless Speedcast and Speedcast' customers and their respective directors, officers, agents, and employees, against all claims, damages, losses, causes of action, liabilities and expenses of any kind or nature, including without limitation, defense costs and attorneys' fees, which arise out of or relate to Seller's failure to comply with the provisions of the Purchase Order. If the Purchase Order involves performance by Seller on the premises of Speedcast, Seller agrees, in addition to any other indemnification obligations in the Purchase Order to assume entire responsibility and liability for any and all damage or injury of any kind or nature whatever to persons, whether employees of Seller or otherwise, and to all property, caused by, resulting from, or arising out of Seller's performance or that of its agents or employees; provided, however, that any such damage or injury shall not have been caused solely by the negligence of the agents, servants, or employees of Speedcast. Seller also shall carry adequate insurance as provided in Section 6 to cover all such risks and to protect Speedcast pursuant to this Section.
- b. **Infringement:** Seller shall indemnify, defend, and hold harmless, Speedcast and Speedcast' customers and their respective officers, directors, agents, and employees against liability and losses including, without limitation, defense costs and attorneys' fees, for any allegation of or suit or action for infringement of any patent, copyright, trademark, or other intellectual property or proprietary right arising out of the provision of Products/Services under the Purchase Order or out of the use or disposal of such Products/Services by or for the account of Speedcast. Seller shall at its own expense either procure for Speedcast, the right to continue using the alleged infringing Products/Services, replace the infringing Products/Services with non-infringing Products/Services, or modify the Products/Services so that the Products/Services become non-infringing. The foregoing indemnity shall not apply unless Speedcast informs Seller of the suit or action or other proceeding alleging infringement and gives Seller the opportunity as is afforded by applicable laws, rules, or regulations, to participate in the defense thereof.

## 8. INSPECTION AND ACCEPTANCE

- a. All Products/Services ordered under the Purchase Order may be subject to inspection and test at the Seller's facility by Speedcast, at Speedcast's discretion. Notwithstanding prior test and inspection at Seller's plant, all articles will be subject to final acceptance at Speedcast facility or any other location designated by Speedcast. Seller shall pay the cost of all Speedcast articles, parts or materials which may be damaged by any improper workmanship on the part of Seller. Acceptance of any Products or Services shall not alter or affect the warranties of Seller.
- b. Seller warrants that the supplies delivered in performance of the Purchase Order will be of good quality, material, and workmanship, merchantable and free of defects and that the Products/Services provided hereunder will be performed in a workmanlike manner and to the highest standards of the industry. Rejected Products/Services may, at Speedcast' option, be returned to Seller at Seller's expense for outbound and inbound shipments with risk of loss or damage upon the Seller, or be accepted with an equitable adjustment in price. Upon rejection, Seller shall immediately refund previous payments or issue a credit memorandum for rejected items. Rejected items will not be resubmitted for acceptance without a concurrent notice of the prior rejection.
- c. If, after written request by Speedcast, Seller fails to promptly replace or correct any rejected article, Speedcast (1) may replace or correct such article, and charge to the Seller the cost incurred by Speedcast thereby, or (2) may, without further notice, terminate the Purchase Order for default, in accordance with Clause 12, "Termination for Default." The foregoing remedies shall in no way preclude or prejudice the exercise of any other right or remedy that Speedcast may have at law or in equity.
- d. Speedcast reserves the right to charge to the Seller any additional costs incurred by Speedcast due to inspection or tests when the articles are not ready for inspection or tests per notification by Seller, or when re-inspection or retest is necessitated by prior Speedcast rejection of unacceptable articles, or upon delivery of Products/Services to Speedcast.
- e. The Seller shall be responsible for and risk of loss and damage to Products/Services to be delivered by Seller hereunder until final acceptance by Speedcast, except for loss or damage arising from gross negligence of Speedcast.

## 9. DELIVERY AND ADVANCE COMMITMENTS

- a. **Delays:** Time is of the essence under the Purchase Order. Seller acknowledges that Speedcast depends on prompt delivery and performance by Seller at the time specified by Speedcast in order to comply with Speedcast' contractual obligations to third parties. Because time is of the essence, if delivery or performance of the Products/Services is not made in the quantities and at the time and manner specified, Speedcast shall have the right without liability, and in addition to its other rights and remedies under the Purchase Order and the law, to take one or more of the following actions: (1) direct expedited delivery of Products/Services for which Seller shall bear all increased costs, including but not limited to, increased premium transportation charges and risk of loss; (2) direct acceleration of the work for which Seller shall bear all premium labor costs and other acceleration costs; (3) delay payment for a period of time equal to the lateness of such delivery or performance; or (4) terminate the Purchase Order for default in accordance with the clause entitled "Termination for Default". Seller shall, in the event of a delay or threat of delay, due to any cause, in the production, delivery, or performance of work, including actual or potential labor disputes, contemplated by the Purchase Order, immediately notify Speedcast in writing of the delay. Seller's notice shall include all relevant information with respect to such delay or threatened delay. Seller shall be liable for any damages resulting from failure to make delivery or performance within the time called for by this Purchase Order or by any written instructions of Speedcast, except where such delay in delivery or performance was due to causes beyond the reasonable control of Seller and Seller notifies Speedcast as required by this Clause.
- b. **Advanced Shipments:** Speedcast may, at its option, either retain Products/Services received in advance of the delivery schedule or return them to Seller at Seller's risk and expense. If retained, time for payment and discount shall be based on scheduled delivery dates. Seller shall place all orders for and schedule deliveries of materials and parts necessary for its performance under the Purchase Order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth in the Purchase Order.
- c. **Advanced Commitments:** In the event of termination of or changes to the Purchase Order, Speedcast shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of materials and parts or for Products/Services delivered in advance of the time necessary to meet the delivery schedules hereunder, unless Speedcast has given its prior written consent to such advance commitments.
- d. **Shipment; Delivery:** Unless otherwise specified in the Purchase Order, all Products supplied by Seller to Speedcast shall be suitably packed for the type of shipment designated in the shipping instructions agreed by the parties. Unless otherwise expressly specified in the Purchase Order, the delivery of Products to destinations (i) inside the U.S., will be made FOB, named place of destination, as defined in the U.C.C., and (ii) outside the U.S., will be made DDP ("Delivered Duty Paid" under Incoterms or an equivalent delivery term under applicable law), the named place of destination, but payment will be made in accordance with Clause 10 hereof. (If not otherwise stated in the Purchase Order, the destination shall be a Speedcast facility. reserves the right to select the means of transport and carrier for shipment of the Products, notwithstanding anything to the contrary in the remainder of the Purchase Order to the contrary.

## 10. PAYMENT

- a. Invoices shall be submitted in duplicate and shall contain at least the following information: Purchase Order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid within ninety (90) days after receipt of invoices and final acceptance of delivered items by Speedcast. Any adjustment in Seller's invoices due to shortages, late delivery, rejections or other failure to comply with the requirements of the Purchase Order may be made by Speedcast before payment. Cash discounts will be taken from date of invoice receipt. Payment does not constitute final acceptance. Final payment will not be required unless the work is completed and accepted, and Seller has furnished evidence satisfactory to Speedcast that there are no claims, obligations, or liens in connection with the Products. Final payment constitutes a waiver of any and all past, present and future claims by Seller related to the Purchase Order.
- b. The aggregate of the payments and reimbursements due the Seller by Speedcast shall not exceed the price for Products/Services in the Purchase Order and Seller is not authorized to exceed nor is Speedcast obligated to pay Seller any amount exceeding the price of the Products/Services stated in the Purchase Order.

## 11. WARRANTY

Seller warrants to Speedcast (and its customers) that all Products/Services delivered under the Purchase Order are and will be as follows:

- a. Be certified (if applicable), homologated in the country where the Products are intended to be sold or used, and comply with all applicable laws, and as applicable Speedcast' health, safety and environmental policy, a copy of which is available upon request;
- b. Be in conformance with the Purchase Order requirements, and will comply with all pertinent specifications, service goals and timetables that have been agreed by the parties.
- c. Convey, in the case of Products sold, good title to Speedcast free from any security interest or other lien or encumbrance;

- d. Be of good quality, material, and workmanship in accordance with industry standards, is merchantable, and is fit and sufficient for the purpose for which the Products are intended (to the extent Seller knows or should have known such purpose), and are new (unless otherwise agreed by Speedcast);
- e. For all Products/Services (excluding software), be free from defects in design, workmanship and materials (including any damage due to unsatisfactory packaging by the Seller) for the greater of: (i) 18 months from date of final acceptance by Speedcast and (ii) the period of Seller's express warranty; provided that the warranty period for a repaired or replaced Product/Service will end at the later of (A) the end of the original warranty period, or (B) one hundred and eighty (180) Days after the repaired or replaced Product/Service has been returned or restored to Speedcast;
- f. Not infringe upon the rights of any third party. Speedcast' release or approval of data or drawings will not relieve Seller of any warranty hereunder. Any items corrected or furnished in replacement shall also be subject to all the provisions of this Clause to the same extent as items initially furnished. Seller hereby assigns all third parties warranties to Speedcast.
- g. As to software, Seller grants to Speedcast a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide right and license to use, reproduce, sublicense and distribute the software (including programs in firmware) provided by Seller in connection with Speedcast' distribution and support of the Products/Services.



**12. TERMINATION FOR DEFAULT**

- a. **General:** In addition to any other remedies provided in the Purchase Order or by applicable law, Speedcast may, by written notice of default to Seller, terminate the Purchase Order or any part thereof (at Speedcast's sole discretion) for default if:
- (i) Seller fails to deliver the Products/Services in accordance with the delivery schedule specified in the Purchase Order (or any extension thereof by a valid change order);
  - (ii) Seller fails to replace or correct defective Products/Services in accordance with the provisions of Clause 8, "Inspection and Acceptance";
  - (iii) Seller fails to perform completely any material provision of the Purchase Order;
  - (iv) Seller becomes bankrupt or insolvent, or its business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Seller or otherwise, or undergoes any proceeding analogous to the foregoing; or
  - (v) Seller fails to make progress so as to endanger performance of the Purchase Order in accordance with its terms and, in the circumstances specified in (i), (ii), (iii) above or this subclause (v), does not correct such failure within a period of seven (7) Days or such longer period as Speedcast may authorize in writing after receipt of notice from Speedcast specifying such failure; provided that (iv) above requires no grace period prior to the termination. In the event that the Purchase Order provides for the furnishing of Products in more than one lot, Speedcast may terminate the entire Purchase Order for cause upon Seller's failure as described above in connection with any one lot or part thereof.
- b. **Remedies:** In the event of termination pursuant to this Clause, Speedcast, at its sole discretion, may take one or more of the following actions:
- (i) Purchase similar Products/Services elsewhere on such terms and in such manner as Speedcast may deem appropriate and Seller shall be liable to Speedcast for any excess costs occasioned by Speedcast thereby;
  - (ii) Provide such materials, supplies, equipment and labor as may be necessary to complete the Products/Services ordered hereunder, pay for same and deduct the amount so paid from any money then or thereafter due Seller;
  - (iii) Order all Products/Services or other work under the Purchase Order stopped immediately, enter upon the premises and take possession, of all the materials (regardless of the stage of completion), supplies, tools, equipment and appliances of Seller thereon and complete the Products/Services, or have the same completed by others, and not be liable to Seller for any further payment under the Purchase Order until final payment is due and then only if and to the extent that the then unpaid balance under the Purchase Order exceeds the damages and expenses incurred by Speedcast;
  - (iv) Require Seller to: (i) grant to Speedcast a royalty-free, assignable and non-exclusive license to use and permit others to use, Seller's designs, processes, drawings, and technical data to permit completion by Speedcast of the terminated part of the Purchase Order; and (ii) transfer title and deliver to Speedcast as directed by Speedcast any (A) completed Products, and (B) partially completed Products, including but not limited to all supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of the Purchase Order;
  - (v) Require Seller to protect and preserve property in its possession in which Speedcast or Speedcast's customer has an interest;
  - (vi) Take any other action as applicable law or the Purchase Order may allow. The rights and remedies of Speedcast under this Clause or the Purchase Order are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise
- c. **Wrongful Termination:** If, after notice of default under paragraph a. above, it is determined that Seller was not in default, said notice shall be deemed to have been issued pursuant to the clause entitled "Termination for Convenience," and the rights and obligations of the parties shall be governed by that Section instead.
- d. **Payment by Seller:** If the damages and amount expended or incurred by Speedcast under paragraph b. above exceed the unpaid balance of the Purchase Order price herein stated, Seller shall pay Speedcast such excess within a thirty-Day (30) period after Speedcast submits the invoice to Seller.
- e. **Limitation of Liability:** IN THE EVENT OF TERMINATION UNDER THIS CLAUSE, SPEEDCAST SHALL BE LIABLE TO SELLER ONLY FOR THE AMOUNT OF ANY PRODUCTS COMPLETED BY SELLER AND ACCEPTED BUT NOT YET PAID FOR BY SPEEDCAST, AND SELLER SHALL BE LIABLE TO SPEEDCAST FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED TO SPEEDCAST BY THE PURCHASE ORDER AND APPLICABLE LAW.

**13. TERMINATION FOR CONVENIENCE**

Speedcast reserves, in its sole discretion, the right to terminate the Purchase Order, or any part thereof, for its sole convenience with written notice of termination to Seller. In the event of such termination, Seller shall immediately stop all work under the Purchase Order to the extent specified in the termination notice, and shall immediately cause any and all of its suppliers and subcontractors to cease such work. Subject to the terms of the Purchase Order, Seller shall be paid a percentage of the Purchase Order price reflecting the percentage of the work actually performed prior to the notice of termination (not to exceed the applicable price for the terminated part of the Purchase Order reduced by the price of work not completed and, as the case may be, by the amounts already paid in respect thereof), plus reasonable termination charges Seller can demonstrate to the satisfaction of Speedcast using its standard record keeping system. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**14. STOP WORK**

Speedcast may at any time, by written order to Seller, require Seller to stop all, or part, of the work called for by the Purchase Order for a period of up to one hundred (100) Days after a Stop Work Order is delivered to Seller, and for any further period to which the parties may agree in writing. Speedcast shall specifically identify any such order as a "Stop Work Order" issued pursuant to this Clause. Upon receipt of such an order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. Within a period of one hundred (100) Days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed to in writing. Speedcast shall either:

- a. Cancel the Stop Work Order; or,
- b. Terminate the work covered by such Stop Work Order as provided in the Termination for Default or Termination for Convenience Clause of the Purchase Order.

**15. DISCLOSURE OF INFORMATION**

- a. Seller shall not release to anyone outside the Seller's organization any Speedcast Requirements Documents or Purchase Order information regardless of medium (e.g., film, tape, document), pertaining to any part of the Purchase Order or any program related to the Purchase Order unless:
  - (i) Speedcast has given prior written approval;
  - (ii) The information is otherwise in the public domain before the date of release.
- b. Requests for approval shall identify the specific information to be released, the medium to be used, and purpose for the release. Seller shall submit its request to Speedcast at least thirty (30) Days before the proposed date for release.
- c. Seller agrees to include a similar requirement in each Seller subcontract under the Purchase Order. Seller's sub-contractors shall submit requests for authorization to release through Seller to Speedcast.
- d. Seller shall not, without the prior written consent of Speedcast, use in advertisements and any other media, information relating to the Purchase Order. Seller shall formally transmit to Speedcast a request for such releases including the exact wording and any sketches or photographs which may form a part of the release.

**16. QUALITY ASSURANCE**

Unless otherwise provided in the Purchase Order, Seller agrees that before starting performance of the Purchase Order, Seller shall, as applicable, have implemented a quality assurance program meeting the requirements of ISO 9001 or an internationally recognized standard of the same level.

**17. GRATUITIES; COMPLIANCE WITH BUSINESS STANDARDS; AND ANTI-CORRUPTION LAWS**

Seller agrees not to offer or provide any Gratuities to any officers, employees, agents or representatives of Speedcast. Speedcast may terminate the Purchase Order for default in accordance with the clause entitled "Termination for Default" if Speedcast discovers that Gratuities were offered or given by Seller, or any agent or representative of Seller, to any officer, employee, agent or representative of Speedcast. Seller agrees to conduct business in compliance with the Speedcast Anti-Corruption and Bribery Policy ("Policy"), which Seller acknowledges having been provided to Seller as a reference. Speedcast reserves the right to modify, amend or revise the Policy at any time without notice to Seller. Speedcast agrees to notify Seller in writing of any changes to the Policy within a reasonable time after their implementation. Without limiting the foregoing, Seller agrees and represents that it shall: (i) not, either directly, or indirectly through a third party, pay, promise to pay, authorize the payment of, or transfer, money, or anything of value, or offer any inducement in any form to an official of any governmental body or agency or instrumentality thereof, or political party, to secure any advantage or benefit in relation to the matters contemplated in the Purchase Order it entered into with Speedcast, or influence the act or omission of any of said persons in order to obtain or retain business related to the contract it entered into with Speedcast, or obtain any improper advantage or benefit; (ii) comply at all times with the applicable anti-corruption laws; and (iii) implement measures to prevent its employees from doing anything in contravention of the foregoing, monitor the compliance of its employees with the foregoing, and immediately inform Speedcast of any breach thereof. A failure to do so will be deemed a material breach under the Purchase Order.

**18. MATERIAL ADVERSE CHANGE**

- a. In the event Seller experiences or reasonably expects to experience a Material Adverse Change in its business operations, Seller will promptly notify Speedcast in writing of such Material Adverse Change no later than five (5) Days after such change occurs. For purposes of this section, "Material Adverse Change" will mean any change (whether related to financial considerations or otherwise) that negatively affects:
  - (i) Seller's ability to perform its obligations under the Purchase Order or these General Provisions;
  - (ii) Speedcast's rights and remedies under the Purchase Order or these Terms and Conditions;
  - (iii) inability to pay creditors when due;
  - (iv) the validity or enforceability of the Purchase Order or these Terms and Conditions.
- b. If, in the reasonable opinion of Speedcast, Seller's Material Adverse Change is likely to negatively affect Seller's performance of its obligations hereunder, Speedcast will be entitled to request reasonable assurances of performance from Seller, which Seller will provide in writing within five (5) Days of Speedcast's written request. If such assurances are not adequate, Speedcast will be entitled to immediately terminate the Purchase Order for default upon written notice to Seller. The occurrence of a Material Adverse Change shall not excuse Seller's performance under the Purchase Order.

**19. PRICES; TAXES**

- a. Speedcast will pay the price(s) set out in the Purchase Order. The currency will be Euro unless otherwise stated in the Purchase Order.
- b. The applicable delivery term shall be set forth in the Purchase Order or the separate document signed by the parties or their representatives to clarify the Incoterm, packaging and delivery requirements, and any other specific operational requirements mutually agreed by the parties. With respect to Products and Services requiring test/certification, the applicable prices include the test performance and/or the issue and filing of the required certificates, and Speedcast' access thereto and use thereof, at its convenience.
- c. Except as otherwise set forth in the Purchase Order, the price set forth in the Purchase Order includes all applicable taxes, including, but not limited to, any sales, VAT and use taxes, and all applicable customs and duties. If Seller has a responsibility to collect any sales, VAT, use or similar taxes directly from Speedcast for payment to the appropriate taxing authorities, the portion of any tax due for payment and representing such taxes shall be separately stated in the invoice. If Speedcast is required to withhold tax from its payment to Seller in accordance with applicable law, Speedcast may withhold, upon notice to Seller, income tax and/or other taxes from amounts due to Seller. In this case, Speedcast will provide Seller with all relevant payment orders and receipts upon written request. Upon written request of Speedcast, Seller will provide to Speedcast evidence to confirm Seller's due compliance with government payment obligations related to the Purchase Order. Seller shall pay and indemnify Speedcast against all claims and liabilities for the payment of all taxes (including penalties) levied or imposed and related to and assessed upon the profits or assumed profits of Seller or assessed upon the total remuneration of any of Seller's employees, subcontractors, agents, and similar arising from the performance of the Purchase Order, including by way of illustration and not limitation, corporate tax, income tax, personal income tax, social security contributions, property or ad valorem taxes and similar taxes.
- d. Seller warrants that the applicable prices are no more than the prices charged to other customers for contemporaneous sales of similar items, in the same or substantially similar volumes, and under substantially similar terms.

**20. SURVIVAL**

These Terms and Conditions, which by their very nature are intended to survive beyond the termination, cancellation, or expiration of the Purchase Order, including, without limitation, Clauses 7 (Indemnification), 11 (Warranty), 12 (Termination for Default), 13 (Termination for Convenience), 15 (Disclosure of Information), 16 (Quality Assurance), 17 (Gratuities; Compliance with Business Standards and Anti-Corruption Laws), 18 (Material Adverse Change), 19 (Prices; Taxes), 24 (Waiver) , 26 (Limitation of Liability), 28 (Governing Law and Venue), 29 (Compliance with Hazardous Substances and Waste Recycling Laws), 30 (Speedcast Property), and 32 (Copyrights); and 31 (Miscellaneous) shall continue as valid and enforceable rights and obligations of the parties and survive termination, cancellation, or expiration of the Purchase Order.

**21. SEVERABILITY**

In the event any portion of the Purchase Order conflicts with governing law or if any arbitration panel or court of competent jurisdiction holds invalid any portion of the Purchase Order, such portion (and only such portion) shall be deemed severed or modified to reflect as nearly as possible the parties' intent. The remainder of the Purchase Order shall remain in full force and effect. As necessary, the parties shall promptly negotiate to restore the provisions hereof as near as possible to its original intent and economic effect.



**22. ASSIGNMENT**

Seller shall not assign or subcontract the Purchase Order or any rights, claims or obligations under the Purchase Order without the prior written consent of Speedcast. Seller agrees that any attempted assignment or subcontract without the prior written consent of Speedcast shall be void. If a subcontract is permitted, Seller shall be responsible for the performance, acts or omissions of its subcontractors as if their performance, acts or omissions were its own performance, acts or omissions.

**23. NOTICE**

Any notices required or permitted to be given under the Purchase Order shall be in writing and delivered by hand delivery, registered mail, or a recognized commercial carrier to the address, or, by facsimile or email, to the point of contact identified on the front page of the Purchase Order or to such other address as may be furnished for such purpose by notice duly given under the Purchase Order. Such notice shall be deemed to have been given when delivered by hand, or five (5) days after deposit with the carrier or mail service, upon recipient's confirmation of receipt if faxed or emailed. Any party may change its address for such communications by giving such notice to the other party in conformance with this Clause.

**24. WAIVER**

Speedcast' failure to enforce any provision of the Purchase Order or to protest any default of the Purchase Order by Seller shall not be construed as evidence of (or evidence to interpret) the rights or obligations of the parties, or as a waiver of any Seller obligation or Speedcast right provided under the Purchase Order or applicable law. No right or remedy of Speedcast shall be deemed waived or released unless such waiver or release is in writing and signed by an authorized officer of Speedcast.

**25. FOREIGN TRANSACTIONS AND EXPORT CONTROLS**

Seller shall at its own expense be responsible for obtaining all necessary export licenses and authorizations. Also, Seller, at its own expense, agrees to comply with all laws and regulations of the United States and/or the applicable country related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774). Seller agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. Speedcast may deem Seller's failure to comply with the requirements of this Clause a material failure to perform under the Purchase Order that shall subject Seller to termination for default in accordance with the clause entitled "Termination for Default".

**26. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL SPEEDCAST BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE, PROFITS OR BUSINESS, OR COSTS OF ANY KIND, NO MATTER HOW THEY ARE CAUSED AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR COSTS WAS FORESEEABLE OR MADE KNOWN TO SPEEDCAST. NEITHER SHALL SPEEDCAST BE LIABLE FOR ANY DAMAGES OR LIABILITIES IN EXCESS OF THE PRICE OF ANY PRODUCT OR SERVICE THAT IS THE SUBJECT OF ANY CLAIM OR THE VALUE OF THE PURCHASE ORDER, WHICHEVER IS LESS. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT OR OTHERWISE.**

**27. COMPLIANCE WITH LAWS**

Seller warrants that no applicable laws or regulations shall be violated in the manufacture or sale of the Products or performance of the services, and that Seller shall comply with all applicable laws, regulations, rules and orders. Without limitation to the generality of the foregoing, Seller shall strictly comply with, and adhere to, all applicable laws and regulations pertaining to environment, health and safety, and to trade and export control including, as applicable, those of the United States and/or the applicable country. When the Products (or part thereof) are subject to export control laws and regulations imposed by a government, Seller shall provide Speedcast with applicable Export Commodity Classification Numbers and Harmonized Tariff Schedule Numbers per Product including certificates of manufacture in accordance with the origin rules imposed by governmental authorities. If such Products are eligible for preferential tax or tariff treatment (such as free trade or international agreement), Seller shall provide Speedcast with the documentation required to participate in said treatment. Seller shall defend, indemnify, and hold harmless Speedcast against any claims in respect of a breach of this Clause.

**28. GOVERNING LAW AND VENUE**

- a. Except as otherwise provided in the Purchase Order, the Purchase Order, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of (i) the England (UK), for contracts entered into or performed in the United Kingdom, or (ii) unless otherwise advised by Speedcast, the country wherein contracts are entered into or performed within, excluding any conflict of law principles that would refer to the laws of another jurisdiction and specifically excluding the application of the United Nations Convention for the International Sale of Goods if otherwise applicable.
- b. Except as otherwise expressly provided in the Purchase Order, the parties agree that the exclusive venue for any action related to the dispute or interpretation of this Agreement for contracts described in (a) (i) above shall be in the courts with the appropriate jurisdiction located in Speedcast County, Texas. Each party irrevocably submits to the jurisdiction of each such court in any such action involving a contract described in (a) (i) above and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action or arbitration (if applicable) related to the dispute or interpretation of the Purchase Order shall be entitled to recover its reasonable attorneys' fees incurred in pursuing such action or arbitration, as the case may be, including those fees incurred throughout all bankruptcy and appellate proceedings.
- c. Except as otherwise expressly provided in the Purchase Order, any dispute concerning a contract described in (a) (ii) above that cannot be settled amicably shall be resolved by arbitration, which shall be the exclusive method of formal dispute resolution for such dispute under the Purchase Order. Such arbitration shall be held in the English language at a mutually agreeable location in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Rules (which rules are deemed to be incorporated herein by reference), and the appointing authority shall be the International Chamber of Commerce (ICC). The arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the parties prior to and including such termination. There shall be a panel of three (one, if the parties agree the amount in controversy does not exceed 1 million Euro) arbitrators who shall be appointed by agreement between the parties or failing such agreement in accordance with ICC rules. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; and (b) conduct the arbitration in the English language. The arbitration panel shall render its decision in the English language and have authority to award injunctive and other emergency relief, which shall be enforceable by either the panel or any court with competent jurisdiction over the enjoined party or its assets. The prevailing party may enter any arbitral award or decision as a judgment in any court of competent jurisdiction and any such award or decision shall be enforceable by such court. The arbitration panel shall not have authority to award punitive, special or consequential damages. Any monetary award of the panel shall be payable in Euro, free of any tax and reductions and shall include interest from the date of breach of this Agreement to the date when the award was paid in full at a rate determined by the arbitral panel. The arbitrator(s) may not limit, expand or otherwise modify the terms of this Purchase Order. The parties expressly consent to arbitration and waive any right of appeal to any court from any arbitral award (which shall be final and binding upon the parties).
- d. **JURY WAIVER: The parties further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the Purchase Order, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms.**
- e. In the event Speedcast terminates for Seller's breach, the rights and remedies identified herein are accumulative and are in addition to any other rights or remedies provided by law or equity. Pending any prosecution, appeal or final decision referred to in this Clause, or the settlement of any dispute arising under the Purchase Order, Seller shall proceed diligently as directed by Speedcast with performance of the Purchase Order.

**29. COMPLIANCE WITH HAZARDOUS SUBSTANCES AND WASTE RECYCLING LAWS**

- a. Seller warrants that the resale, supply or export of any Product (whether used as a component or otherwise) by Speedcast in any market will not violate any law or regulation in any jurisdiction world-wide on the use of hazardous substances, or the recycling or treatment of waste equipment including, but not limited to the laws implementing the European Directive (2002/95/EC) on the Restriction on the Use of Certain Hazardous Substances in Electronic and Electrical Equipment "RoHS Directive" and European Directive (2002/96/EC) on Waste Electrical and Electronic Equipment ("WEEE Directive"), the U.S. Environmental Protection Agency ("EPA"), etc., (together, "Environmental Laws").
- b. Seller warrants to Speedcast that no Product contains any lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers or other substance (in a quantity other than in compliance with the Environmental Laws), the use of which is banned or restricted by any Environmental Law.
- c. As soon as Seller is aware of any non-compliance but in no event any later than prior to the delivery of any Product, Seller shall identify in writing to Speedcast (i) any and all components and materials contained in the

Products that may require recycling or other treatment under the laws and regulations implementing the Environmental Laws, (ii) the location of any component or material that is hazardous within the meaning of the WEEE Directive or other Environmental Laws, and any Product that is required by the Environmental Laws to be marked shall be so marked by Seller.

- d. Seller shall, upon request, provide Speedcast with written confirmation of its compliance with the Environmental Laws, in the form, manner and within the timeframe reasonably directed by Speedcast. Speedcast shall have the right to audit the Seller's compliance with the Environmental Laws. Seller shall provide Speedcast with all such information and documentation that it may reasonably require (including access to its staff and facilities) to enable Speedcast to satisfy itself of the Seller's compliance with all Environmental Laws and that the warranty contained in subsection a. above remains true and accurate.
- e. Seller shall bear all costs and expenses, including those related to recycling or taking back the Products, arising out of or related to either Speedcast or Seller complying with the Environmental Laws and placing the Products on, or their importation into, any jurisdiction worldwide.
- f. Seller shall indemnify and hold Speedcast harmless from any cost, expense, liability or damage suffered by Speedcast by reason of any breach or alleged breach of any of the Environmental Laws arising out of or related to the Products.

### **30. SPEEDCAST PROPERTY**

All technical information or data, designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, jogs, fixtures, plates, cuts, special appliances and materials furnished by or paid for by Speedcast in connection with the Purchase Order shall be and remain the property of Speedcast. All such items shall be used only in performance of work under the Purchase Order, unless Speedcast consents otherwise in writing. Seller shall prominently mark all such items as property of Speedcast. Seller shall also mark such items with corresponding drawing number. Seller shall similarly list all such items on invoices, and they shall be at Seller's risk and shall be replaced by Seller if lost, damaged, or destroyed. They shall be maintained in good condition, at Seller's expense, and kept insured by Seller, with loss payable to Speedcast. Seller shall, without limitation as to time, indemnify and save Speedcast harmless from all claims which may be asserted against said property, including, without limitation, mechanic's liens or claims arising under worker's compensation or occupational injury laws, and from all claims from injury to persons or property arising out of or related to such items or their performance under the Purchase Order. All information disclosed to Seller by Speedcast shall be deemed proprietary and will be protected by Seller in the same manner Seller protects its own proprietary information.

### **31. MISCELLANEOUS**

The parties confirm that it is their desire that the Purchase Order, as well as any other documents or proceedings conducted thereunder or relating hereto including notices, have been and shall be drawn up and interpreted in English only unless otherwise agreed in writing by the parties. Each party hereto is an independent contractor and nothing contained in the Purchase Order shall be construed to be inconsistent with this relationship or status. As an independent contractor, each party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors. Neither party owes a fiduciary duty to the other. Nothing in the Purchase Order shall be deemed to represent that Seller or any of Seller's employees or agents, are the agents, representatives, or employees of Speedcast. Seller assumes full and sole responsibility for the payment of all compensation, expenses, benefits (including, but not limited to, workers' compensation, and medical benefits) of its employees and for all income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings or taxes, and for all matters related to compliance with relevant employment laws. Seller shall also pay any expenses normally paid by an employer in connection with its employees. Seller agrees not to hire, solicit, or accept solicitation (either directly or indirectly) from, the employees of the Speedcast directly involved herein, during a period of one (1) year after completion or cancellation of the Purchase Order, except as the parties may agree on a case-by-case basis. The foregoing does not affect the rights of Speedcast' employees to apply for a position within the other party's organization so long the employee is not solicited.

### **32. COPYRIGHTS**

For data other than computer software identified as a deliverable under the Purchase Order, Seller grants to Speedcast, and all others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense all such data including copyrighted data, to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of Speedcast for Speedcast' own use or in performance of Speedcast' obligations under customer contract. For computer software identified as a deliverable under the Purchase Order, Seller grants to Speedcast and others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense all such computer software, including copyrighted or patented software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of Speedcast for Speedcast' own use or in performance of Speedcast' obligations under a customer contract. Seller agrees to advise Speedcast of any updated information relative to the foregoing literature and documentation with timely notifications in writing.

**33. FORCE MAJEURE**

Neither Seller, nor Speedcast, shall be liable for delay or nonperformance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected) or epidemic ("Force Majeure"). If either party is affected by Force Majeure, the affected party shall give prompt written notice to the other party, which shall cause, without penalty to either party, all obligations under the Purchase Order to be suspended for a period of up to sixty consecutive Days. The party affected shall make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch. The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof). If the suspension caused by the Force Majeure exceeds such sixty-Day period, Speedcast either may terminate the Purchase Order for convenience or suspend the Purchase Order for an additional period under the Clause related to Stop Work Orders. Any termination settlement or equitable adjustment sought by Seller following a termination for convenience or suspension may not include any costs incurred during the sixty-Day suspension.