

ViaSat, Inc.

GENERAL TERMS AND CONDITIONS OF SOLICITATION/PURCHASE. PART 2, (APPLICABLE TO ALL DOMESTIC FIXED-PRICE SOLICITATIONS/PURCHASES UNDER U.S. GOVERNMENT CONTRACTS)

The following supplementary provisions shall apply whenever a Government contract is referenced on the P.O. or this form is incorporated by reference in any subcontract, Purchase Order ("PO"), agreement, other contractual document or any quotation or solicitation (hereafter referred to as "RFQ/RFP") issued by Purchaser ("ViaSat").

1. INCORPORATION OF FEDERAL ACQUISITION REGULATION AND SUPPLEMENTS

- (a) All references to "Disputes" in any clause incorporated by reference are hereby deleted except as expressly provided in this PO or this RFQ/RFP.
- (b) The following clauses incorporated by reference shall be those in effect on the effective date of the Government prime contract referenced elsewhere in the PO or the RFQ/RFP, but only to the extent that such clauses are themselves incorporated into such prime contract. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (c) Seller shall insert various provisions of the PO in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise, as appropriate.
- (d) Wherever used, the terms "Contract" and "Contractor" shall mean this PO and Seller (including Seller as Bidder or Offeror), respectively. The terms "Government," "Contracting Officer," and equivalent phrases shall mean ViaSat except that clauses identified by * shall have their original meaning as written in FAR; and when identified by ** shall not only have their original meaning as written in FAR, but shall also mean ViaSat.

A. FAR Contract clauses Applicable To This Order Irrespective Of Amount Of Order

- 52.202-1 Definitions. (Oct 1995)
- 52.203-2 Certificate of Independent Price Determination. (Apr 1985)
- 52.203-3 Gratuities* (The term "agency head" means ViaSat). (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees. (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (Jul 1995)
- 52.203-7 Anti-kickback procedures. ("Prime contractor" and "subcontractor" refer to ViaSat and the Seller, respectively. "Contractor," used in subparagraphs (c)(1), (c)(2) or (c)3, refers equally to ViaSat and Seller). (Jul 1995)
- 52.204-2 Security Requirements* (Excluding any reference to the Changes clause in the prime contract). (Aug 1996)
- 52.208-1 Required Sources for Jewel Bearings and Related Items. ** (Apr 1984) (Not applicable after 1/2/97)
- 52.211-5 New Material. (May 1995)
- 52.211-6 Listing of Other Than New Material, Residual Inventory, and Former Government Surplus Property (May 1995)
- 52.211-7 Other Than New Material, Residual Inventory, and Former government Surplus Property (May 1995)
- 52.211-15 Defense Priority and Allocation Requirements. If this PO is a "rated PO" as indicated by a DPAS rating elsewhere in this PO, Seller will follow all the provisions of the Defense Priorities and Allocation System regulation (15CFR350). Seller shall accept or reject it in writing promptly, within five (5) working days after receipt thereof if DX-rated or ten (10) working days if DO-rated, per 15 CFR 350.12(d). (Sep 1990)
- 52.211-16 Variation in Quantity. (Apr 1984)
- 52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation.* (Jul 1995)
- 52.222.22 Previous Contracts and Compliance Reports. (Apr 1984)
- (a) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to represent that, if it has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26), the clause originally contained in Section 310 of Executive Order No. 10925, the clause contained in Section 210 of Executive Order No. 11114, or the clause contained in Section 202 of Executive Order No. 11246, the offeror will file all required Compliance Reports prior to acceptance of the proposed PO.
 - (b) Seller hereby warrants that representations indicating submission of required compliance reports, including those signed by proposed subcontractors, have been filed.
- 52.222-25 Affirmative Action Compliance. (Apr 1984) Notice to prospective Seller of requirement for Representation of an Affirmative Action Program (Applicable to quotations exceeding \$50,000 to suppliers with 50 or more employees and which are not exempt from the requirements of the Equal Opportunity clause or at FAR 52.222-26). By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to represent:
- (a) that it has developed and has on file such written Affirmative Action Compliance Program at each of its establishments, or
 - (b) in the event such a program does not presently exist that it will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of a PO. Seller shall include this clause in any subcontract of \$50,000 or more if the subcontractor has 50 or more employees.
- 52.222-36 Affirmative Action for Handicapped Workers* (Apr 1984) (Applicable if the price of this PO is \$2500 or more, unless this PO is exempted by the rules, regulations or orders of the Secretary of Labor).
- 52.223-3 Hazardous Material Identification and Material Safety Data. (Jan 1997)
- 52.223-7 Notice of Radioactive Materials. (Jan 1997)
- 52.224-2 Privacy Act. (Apr 1984)
- 52.225-3 Buy American Act-Supplies. (Jan 1994)

- 52.225-11 Restriction on Certain Foreign Purchases.* (Oct 1996)
- 52.228-3 Worker's Compensation Insurance (Defense Base Act). (Apr 1984)
- 52.228-4 Worker's Compensation and War-Hazard Insurance Overseas. (Apr 1984)
- 52.228-5 Insurance - Work on a Government Installation (Applicable if this PO requires work on a Government installation). (Jan 1997)
- 52.229-2 North Carolina State and Local Sales and Use Tax (Applicable if the PO is for construction).
- 52.232-16 Progress Payments. (Jul 1991)
- (a) If Progress Payments are contemplated as stipulated elsewhere in the PO, the clause in FAR 52.232-16, entitled "Progress Payments," is incorporated herein by reference and made a part of this subcontract or PO; provided, however, that when necessary to make the context of such clause applicable to this subcontract or PO, the term "the Contractor" shall mean "Seller," the terms "Contracting Officer," "Administrative Contracting Officer," and "Government" shall mean "ViaSat," the term "contract" shall mean this "PO"; but further provided that, in Paragraph (d) "Title" of such clause, "Purchaser" shall not be substituted for "Government" as the holder of title under that paragraph, but shall be so substituted wherever the term "Government" is otherwise used, including without limitation the provision paragraph (d)(2)(iv) concerning drawings and technical data; and still further provided that, in Paragraph (g) - entitled "Reports and Access to Records," the terms "Contracting Officer" and "Government" shall not be substituted by the term "Purchaser," but shall mean only an authorized representative of the U.S. Government; and lastly, provided that the rate specified in paragraphs (a)(1)(i), (a)(5) and (b) of said, "Progress Payments" clause shall not be applicable. The applicable percentage rate to be inserted in lieu thereof shall be no more than the percentage rate stipulated elsewhere in this PO.
- (b) If Seller is a small business concern, subparagraphs (a)(1) and (a)(2) of the above referenced "Progress Payments" clause are hereby deleted and replaced by subparagraphs (a)(1) and (a)(2) in FAR 52.232-16 Alternate I, subject to all of the alterations specified above for the basic clause.
- (c) If the PO which this clause is incorporated is undefinitized, then the FAR 52.232-16 clause contemplated above is hereby further modified as described in FAR 52.232-16 Alternate II. When the clause is so modified, the dollar amount to be inserted in subparagraph (a)(4) shall be as specified elsewhere in this PO with the citation of this clause.
- 52.242 -15 Stop-Work Order. The words "ninety (90) days" are hereby changed to "sixty (60) days" and the words "thirty (30) days" are hereby changed to "twenty (20) days" wherever they appear. (Aug 1989)
- 52.242-17 Government Delay of Work. "Government" means ViaSat. (Apr 1984)
- 52.242-12 Report of Shipment. (Jul 1995)
- 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (Feb 1997)
- Alternate I (Aug 1996)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1995)
- 52.245-2 Government Property (Fixed Price Contracts). (Dec 1989)
- Alternate I (Apr 1984)
- Alternate II (Jul 1985)
- 52.245-17 Special Tooling. (Dec 1989) (Applies only is special tooling, as defined in subparagraph (a) of the clause, is utilized and if the full cost of such tooling is included in the price of the PO). The risk of loss must be assumed by the Seller in accordance with subparagraph (g).
- 52.245-18 Special Test Equipment. (Feb 1985) (Applies only if special test equipment, as defined in subparagraph (a) of the clause, is utilized and if the full cost of such equipment is included in the price of the PO). The risk of loss must be assumed by the Seller in accordance with subparagraph (g). (In subparagraphs (b) and (c), change 30 days notice to 45 days notice).
- 52.246-23 Limitation of Liability.* (Feb 1997)
- 52.246-24 Limitation of Liability - High Value Items* (Feb 1997) (Applicable if this clause is included in ViaSat's Prime Contract and ViaSat has received ACO approval).

B. FAR Contract Clauses Applicable if this Order Exceeds \$10,000

- 52.214-26 Audit-Sealed Bidding. (Oct 1995) (Applies only if this PO exceeds \$10,000 and is awarded by sealed bidding procedures).
- 52.215-1 Examination of Records by Comptroller General* (
- 52.215-2 Audit and Records - Negotiation** (Aug 1996) (Applies only if contracting by negotiation). The periods describes in this clause for availability of records related to the prime contract reference elsewhere in this PO.
- Alternate I Jan 1997) (Applicable to facilities contracts)
- Alternate II (Jan 1997) (Applicable to Cost Reimbursement contracts with non profit organizations)
- Alternate II (Jan 1997) (Applicable if examination of records by the Comptroller General is waived IAW 25.901)
- 52.222-20 Walsh-Healey Public Contracts Act. (Dec 1996)
- 52.222-21 Certification of Non-segregated Facilities. (Apr 1984) (Applicable to RFQ's/RFP's and POs which are not exempt from the requirements of the Equal Opportunity clause). By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to certify that it does not and will not maintain any facilities that it provides for its employees in a segregated manner and will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this Certification will be a violation of the Equal Opportunity Clause in this PO. This Certification is in accordance with the requirements of Title 41 Code of Federal Regulation 60-1.8. Seller shall obtain identical certifications from proposed subcontractors before the award of any subcontract in excess of \$10,000 which is not exempt from the provision of the Equal Opportunity clause.
- 52.222-26 Equal Opportunity. (Apr 1984) (Unless this PO is exempted by the rules, regulations or orders of the Secretary of Labor).
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans* (Apr 1984) (applicable if the price of this PO is \$10,000 or more, unless this PO is exempted by the rules, regulations or orders of the Secretary of Labor).
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era. (Jan 1988) (applicable if the price of this PO is \$10,000 or more, unless this PO is exempted by the rules, regulations or orders of the Secretary of Labor).

52.225-10 Duty-Free Entry.** (Apr 1984) The notice required by subparagraph (b) (1) of 52.225-10 shall be furnished to ViaSat immediately upon award of any subcontract involving supplies to be accorded duty-free entry; the notification from the Contracting Officer pursuant to paragraph (b)(2) of 52.225-10 will be transmitted to Seller within 10 days of receipt by ViaSat; In addition to providing notice to Seller's cognizant Government Contract Administration Office as required by subparagraph (h) of 52.225-10, Seller shall provide a copy of said notice to ViaSat.

C. FAR Contract Clauses Applicable if this Order Exceeds \$25,000

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (Mar 1996)
(a) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to have certified that, to the best of its knowledge and belief, that:
(i) Seller and/or any of its Principals (as defined in FAR 52.209-5)
(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal state or local) contract or subcontract; violation of Federal or antitrust statutes relating to the submission of offers; or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
(C) Are not presently indicted S/B or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in subdivision (a) (1) (I) (B) of this provision.
(ii) That it has not within a three-year period preceding this offer had any contract terminated for default by any Federal agency.
(b) Seller shall provide immediate written notice to ViaSat's Buyer if, any time prior to award of any order, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed in making the award.

52.219-8 Utilization of Small Disadvantaged, and Women-Owned Small Business Concerns. (Oct 1995) (Applies only if this PO offers further subcontracting opportunities).

52.227-1 Authorization and Consent. (Jul 1995) (Applicable if the price of this PO exceeds \$25,000)
Alternate I (Apr 1984)
Alternate II (Apr 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (Aug 1996)

52.243-6 Change Order Accounting. (Apr 1984)

52.244-5 Competition in Subcontracting. (Dec 1995)

52.246-25 Limitation of Liability - Services. (Feb 1997)

52.247-63 Preference for U.S. Flag Air Carriers. (Jan 1997)

52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels. (Aug 1996)

D. FAR Contract Clauses Applicable if this Order Exceeds \$100,000

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991)
(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b.) of this certification.
(b) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to certify to the best of its knowledge and belief that on and after December 23, 1989--
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instruction, and
(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
(c) Submission of this certification and disclosure is a prerequisite for making or entering into this PO imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.203-12 Limitations on Payments to Influence Certain Federal Transactions. (Jan 1990)

52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications- Sealed Bidding. (Oct 1995)

52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding. (Oct 1995)

52.215-27 Termination of Defined Benefit Pension Plans. (Mar 1996)

52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pension (PRB). (Mar 1996)

52.223-1 Clean Air and Water Certification. (Apr 1984) (Applicable if the proposed PO is expected to exceed \$100,000). By either submitting its proposal /quotation or accepting this order, Seller shall be deemed to:

(a) certify that any facility to be used in the performance of this proposed PO is not listed on the Environmental Protection Agency List of Violating Facilities.

(b) will undertake to immediately notify the ViaSat buyer, before PO award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the PO is under consideration to be listed on the EPA list of Violating Facilities.

52.223-2 Clean Air and Water. (Apr 1984)

52.223-14 Toxic Chemical Release Reporting. (Oct 1996)

52.248-1 Value Engineering. (Mar 1989) Seller may from time to time submit to ViaSat value engineering proposals; and if, adopted by ViaSat and ViaSat's customer, ViaSat and Seller shall negotiate sharing arrangements equitable in light of the sharing arrangements between ViaSat and ViaSat's customer under the value engineering provision of their contract. ViaSat will process proposals expeditiously; provided, however, neither ViaSat nor ViaSat's customer shall be liable for any delay. The decision of ViaSat to accept or reject any such proposal shall be final and conclusive. ViaSat may accept, in whole or in part, any Value Engineering Change Proposal (VECP) submitted by appropriately modifying the PO. Unless a VECP is so accepted, the Seller shall remain obligated to perform in accordance with the terms of the existing PO.

E. FAR Contract Clauses Applicable if this Order Exceeds \$500,000

52.215-22 Price Reduction for Defective Cost or Pricing Data** (Oct 1995)

52.215-23 Price Reduction for Defective Cost or Pricing Data - Modifications. (Oct 1995)

52.215-24 Subcontractor Cost or Pricing Data. (Oct 1995)

52.215-25 Subcontractor Cost or Pricing Data-Modifications. (Oct 1995)

52.215-40 Notification of Ownership Changes. (Feb 1995)

52.219-9 Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. (Aug 1996) Seller shall adopt a Small Business and Small Disadvantaged Business Subcontracting Plan as described in AR 52.219-9 and provide reports described in said clause to Seller's cognizant Government Contract Administration Office (Applies only if this PO offers further subcontracting opportunities, and Seller is not a Small Business Concern).

F. FAR Patent Clauses and DFAR Data Rights Clauses

52.227-3 Patent Indemnity. (Apr 1984) (Applicable when the PO is for items or services which have been sold or offered for sale to the public in the open commercial market).

52.227-8 Reporting of Royalties (Foreign). [Reserved]

52.227-9 Refund of Royalties. (Apr 1984) (Applicable if the amount of royalties reported during negotiation of the PO exceeds \$250).

52.227-10 Filing of Patent Applications - Classified Subject Matter.* (Apr 1984)

52.227-11 Patent Rights-Retention by the Contractor* (Short Form). (Jun 1989)

52.227-12 Patent Rights-Retention by the Contractor* (Long Form). (Jan 1997)

252-227-7013 Rights in Technical Data-Noncommercial Items. (Nov 1995)

252.227-7014 Rights in noncommercial computer software and noncommercial computer software documentation. (Jun 1995)

252.227-7015 Technical Data - Commercial Items (Nov 1995)

252.227-7016 Rights in bid or proposal information. (Jun 1995)

252.227-7017 Identification and assertion of use, release, or disclosure restrictions. (Jun 1995)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software - SBIR Program. (Jun 1995)

252.227-7019 Validation of Asserted Restriction - Computer Software. (Jun 1995)

252.227-7020 Rights in special works. (Jun 1995)

252.227-7021 Rights in Data -- Existing works. (Mar 1979)

252.227-7025 Limitations on the use or disclosure of government-furnished information marked with restrictive legends. (Jun 1995)

252.227-7026 Deferred Delivery of Technical Data or Computer Software. (Apr 1988)

252.227-7027 Deferred Delivery of Technical Data or Computer Software. (Apr 1988)

252.227-7028 Technical Data or Computer Software previously delivered to the government. (Jun 1995)

252.227-7030 Technical Data -- Withholding of Payment. (Oct 1988)

252.227-7034 Patents - Subcontracts. (Apr 1984)

252.227-7036 Certification of Technical Data conformity. (May 1987)

252.227-7037 Validation of Restrictive Markings on Technical Data. (Nov 1995)

A. DFAR Contract Clauses Applicable Irrespective of Amount of Order

252.203-7000 Statutory Prohibitions On Compensation to Former DoD Employees. (Nov 1995)

252.203-7001 Special prohibition on employment (Nov 1995)

252.204-7000 Disclosure of Information (Dec 1991)

252.204-7002 Payment for Subline Items not Separately Priced. (Dec 1991)

252.205-7000 Provision of Information to Cooperative Agreement Holders. (Dec 1991)

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (Dec 1991)

252.209-7000 Acquisitions from Subcontractors Subject to ON-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. (Nov 1995)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (Sep 1994)

252.209-7003 Disclosure of Commercial Transactions with the Government of a Terrorist Country. (Sep 1994)

252.211-7000 Acquisition Streamlining. (Dec 1991)

252.211-7004 Alternate Preservation, packaging, and packing. (Dec 1991)

252.219-7000 Small Disadvantaged Business Concern Representation. (DoD Contracts). (Apr 1994)

252.223-7001 Hazard Warning Labels. (Dec 1991)

- 252.223-7002 Safety Precautions for Ammunition and Explosives. (May 1994)
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives. (Dec 1991)
- 252.223-7004 Drug Free Work Force. (Sep 1988)
- 252.223-7005 Hazardous Waste Liability. (Oct 1992)
- 252.223-7006 Prohibition on storage and disposal of toxic and hazardous material. (Apr 1993)
- 252.225-7000 Buy American Act - Balance of Payments Program Certificate. (Dec 1991)
- 252.225-7001 Buy American Act and The Balance of Payments Program. (Jan 1994)
- 252.225-7006 Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Jan 1994) (Use this clause instead of 52.225-8 when contract contains 252.225-7007)
- 252.225-7007 Trade Agreements (Jul 1996)
- 252.225-7008 Supplies to be Accorded Duty-Free Entry. (Dec 1991)
- 252.225-7010 Duty-Free Entry - Additional Provisions. (Dec 1991)
- 252.225-7012 Preference for Certain Domestic Commodities. (Nov 1995)
- 252.225-7014 Preference for Domestic Specialty Metals. (June 2005), Alternate I (Apr 2003)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (Sep 1996)
- 252.225-7022 Restriction on Acquisition of Polyacrylanitrile (PAN) Based Carbon Fiber. (Dec 1991)
- 252.225-7025 Foreign Source Restrictions. (Sep 1996)
- 252.225-7027 Limitation of Sales Commissions and Fees. (Dec 1991)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (Dec 1991)
- 252.225-7029 Air Circuit Breakers. Preference for U.S. or Canadian. (Apr 1995)
- 252.225-7030 Restriction on Acquisition of Carbon Alloy, and Armor Steel Plate. (Oct 1992)
- 252.225-7035 Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate. (May 1995)
- 252.225-7036 North American Free Trade Agreement Implementation Act. (Jan 1994)
- 252.225-7037 Duty-Free Entry-NAFTA Country End Product and Supplier. (Jan 1994)
- 252.231-7000 Supplemental Cost Principles. (Dec 1991)
- 252.235-7003 Frequency Authorization. (Dec 1991)
- 252.239-7016 Telecommunications Security Equipment Devices, Techniques and Services. (Dec 1991)
- 252.243-7000 Engineering Change Proposals. (May 1994)
- Alternate I (May 1994)
- 252.243-7001 Pricing of Contract Modifications. (Dec 1991)
- 252.246-7000 Material Inspection and Receiving Report (Dec. 1991). At the time of each delivery of supplies or services under this contract, the Subcontractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F. Material Inspection and Receiving Report, of the Defense FAR Supplement.
- 252.246-7001 Warranty of Data. (Dec 1991)
- 252.247-7024 Notification of Transportation of Supplies by Sea. (Nov 1995)
- 252.249-7002 Notification of Proposed Program Termination or Reduction. (Dec 1996)

B. DFAR Contract Clauses Applicable if this Order Exceeds \$25,000

- 252.203-7001 Special Prohibition on Employment. (Nov 1995)
- 252.225-7002 Qualifying Country Sources as Subcontractors. (Dec 1991)
- 252.247-7023 Transportation of Supplies by Sea. (Nov 1995)

C. DFAR Contract Clauses Applicable if this Order Exceeds \$100,000

- 252.225-7014 Preference for Domestic Specialty Metals. (Nov 1995)
- 252.225-7015 Preference for Domestic Hand or Measuring Tools. (Dec 1991)
- 252.225-7026 Reporting of Contract Performance outside the U.S. (Nov 1995)

D. DFAR Contract Clauses Applicable if this Order Exceeds \$500,000

- 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts). (Apr 1996)

2. UNDEFINITEZED POs

If this is an undefinitized PO, by acceptance, Seller agrees:

- (a) to submit (if not already submitted);
- (i) a fixed price or cost and fee type quote/proposal, as appropriate to the type of PO noted elsewhere in this PO, and
- (ii) supporting cost or pricing data if requested by ViaSat,
- (b) to enter promptly into negotiations in good faith to definitize undefinitized issues, anticipating a definitized PO and for each of the above requirements, prior to the target dates set forth elsewhere in this PO. All provisions referenced in the PO shall apply. Federal Law, Executive Orders and Government Procurement Regulations applicable to a definitized PO of the type anticipated by this undefinitized PO shall apply.
- (c) to proceed immediately to procure materials and take such other actions as are proper and called for to ensure that the supplies may be delivered or services performed on time. Seller is not authorized to incur obligations which would result in a termination liability to ViaSat in excess of the Maximum Termination Liability amount set forth in this PO as of the anticipated definitization date set forth in this PO or such extension of time as may be granted by ViaSat.
- (d) in the event this PO is not definitized by the anticipated definitization date set forth in this PO or within such extension of time as may be granted by ViaSat, that this undefinitized PO shall expire automatically; in which event Seller will be paid an amount not to exceed the maximum determinable in accordance with the termination provisions which apply to this PO.

3. FOREIGN SALES

If the supplies or services provided pursuant to this PO are intended for incorporation in, or use in connection with, military equipment to be used by the armed forces, a foreign government or international organization, the following clause applies:

“The Articles or services to be supplied under this PO are intended for incorporation in, or use in connection with, military equipment to be used by the armed forces of a foreign government or an international organization. Part 130 of the International Traffic in Arms Regulations (ITAR), 22 CFR Part 130, requires ViaSat to report if Seller has made, makes or intends to make any payment, loan or donation of \$1,000 or more either as a political contribution or as a fee or commission in connection with the sale of the articles or services described in this PO, or an end item incorporating such articles. Accordingly, Seller agrees to promptly notify ViaSat in writing if it has made, intends to make, or upon the making of any payment, loan or donation required to be reported under Part 130 of ITAR, and Seller agrees to furnish ViaSat with information with respect to any such payment to enable ViaSat to comply with the reporting requirements of Part 130 of ITAR. Seller agrees to include this clause in all subcontracts of \$250,000 or more made hereunder. ViaSat will furnish to Seller a copy of Part 130 of ITAR on request.”

4. GOVERNMENT INSPECTION AT SOURCE

In the event that Government inspection at source is a requirement of this PO, Seller shall furnish a copy of this PO to the Government quality office that normally services Seller's plant or to the nearest Government Quality office in Seller's locality. If the cognizant Government Quality office cannot be located, Seller shall notify ViaSat immediately.

5. LIMITATIONS OF ACTION

Seller hereby agrees to waive all applicable statutes of limitations applicable to any ViaSat action against Seller under this PO until one (1) year after all such statutes applicable to any action by ViaSat's Customer against ViaSat based on alleged breaches of requirements of ViaSat's higher-tier contract occurring, in whole or in part, by reason of the alleged actions or inaction's of Seller constituting noncompliance by Seller with requirements of this PO; until (1) year following the expiration of the applicable statutes of limitation applicable to ViaSat's Customer's action against ViaSat.

6. OCEAN TRANSPORT OF GOVERNMENT-OWNED SUPPLIES

The Seller shall advise ViaSat of any proposed transportation by ocean vessels of Government-owned property in the possession of Seller or his subcontractor (including property under which title will pass to ViaSat or the Government prior to such transportation) in the performance of this PO. Such property shall subsequently be transported only on United States-flag vessels as directed by ViaSat.

7. CONTROVERSIES

- (a) In the event that Seller asserts any claim against ViaSat for additional compensation or damages for breach of contract; and if such claim, if valid, would entitle ViaSat to relief, in whole or in part, under ViaSat's higher tier contract; Seller shall institute no action or suit against ViaSat in any court; until ViaSat has exhausted its remedies (unless not otherwise timely pursued) under such higher tier contract before any relevant contracting officer, board of contract appeals, and courts, (hereinafter collectively "Adjudicative Bodies"); and the findings of fact and conclusions of law of such Adjudicative Bodies, if ViaSat shall have afforded Seller an opportunity to participate in proceedings before such Adjudicative Bodies, shall be binding as collateral estoppel on ViaSat and Seller. On all other issues, the findings of fact and conclusions of law of such Adjudicative Bodies shall be binding as collateral estoppel upon ViaSat and Seller, if ViaSat shall have afforded Seller an opportunity to participate in proceedings before such Adjudicative Bodies.
- (b) In the event that a contracting officer under ViaSat's higher-tier contract renders any decision whereby any action or failure to act on the part of Seller is held to render ViaSat in default of its obligations under such higher-tier contract, such decision shall be binding upon Seller; if ViaSat shall afford Seller an opportunity to participate in proceedings before an appropriate Adjudicative Body.
- (c) In no event shall decisions of Adjudicative Bodies contemplated by this clause determine issues of fact or of law between ViaSat and Seller not cognizable before such Adjudicative Bodies.