The terms and conditions set forth below, together with the written information contained in the purchase order (or subcontract), all attachments and exhibits hereto and all specifications, drawings, notes, instructions, quality assurance procurement provisions, and other written materials and information referred to therein, shall apply to the purchase of the goods and/or services described in the purchase order/subcontract and are incorporated herein and made a part of the purchase order/subcontract (collectively referred to herein as the "Purchase Order"). If a purchase agreement of any type or a basic ordering agreement exists between Seller and Viasat with respect to the goods/services covered by the Purchase Order, the terms of such agreement shall prevail over any inconsistent terms herein provided that the purchase agreement or basic ordering agreement is referenced on the Purchase Order, except for government flow-downs, which shall take precedence over all other terms and conditions.

1. AGREEMENT, AMENDMENT AND ENTIRE AGREEMENT

The Purchase Order must be accepted in writing by Seller. If for any reason Seller should fail to accept in writing, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to commencement of performance or partial performance or acceptance of payment under the Purchase Order, shall constitute unqualified acceptance by Seller of these terms and conditions. Any terms proposed in Seller's acceptance of Viasat's Purchase Order are hereby objected to and have no effect. The headings used in these General Terms and Conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or intent of the provisions of the Purchase Order. The Purchase Order shall constitute the complete and entire statement of the terms and conditions of the contract between the parties with respect to the subject matter hereof and supersedes and replaces all previous communications or agreements (oral or written) between the parties with respect to the subject matter hereof. If a purchase agreement exists between Seller and Viasat with respect to the goods/services covered by the Purchase Order, the terms of such agreement shall prevail over any inconsistent terms herein. The Purchase Order may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If the Purchase Order has been issued by Viasat in response to an offer, and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of the Purchase Order by Viasat shall constitute an acceptance of such offer, subject to the express conditions that the Seller assent to such additional and different terms herein and acknowledge that the Purchase Order constitutes the entire agreement between Viasat and Seller with respect to the subject matter hereof and the subject matter of such offer. Seller shall be deemed to have so assented and acknowledged unless Seller notifies Viasat to the contrary in writing within ten (10) days of receipt of the Purchase Order.

2. GOODS AND SERVICES

The quantity, quality and description of the goods and the services shall be as specified in the Purchase Order and/or in any applicable specifications, drawings, notes, instructions, and other written materials supplied by Viasat to Seller or agreed in writing by Viasat. All goods delivered hereunder shall be comprised of new materials, not used, nor reconditioned, re-manufactured, or of such an age as to impair usefulness or safety.

3. PRICE AND PAYMENT

a. The price of the goods and services shall be stated in the Purchase Order, and, unless otherwise so stated, shall be inclusive of all charges for packaging and packing of the goods, as well as any federal, state, or local tax, duties, imposts, or other levies. No increase in the price may be made for any reason without the prior written consent of Viasat.
b. If Seller decreases the prices for any goods to be furnished hereunder, the price of all unshipped items shall be adjusted to the lower prices.
c. Seller shall be entitled to invoice Viasat on or at any time after delivery of the goods or performance of the services, and each invoice shall reference the Purchase Order number. Unless otherwise stated in the Purchase Order, terms of payment shall be net sixty (60) days after the later of: (i) Viasat's receipt of Seller's correct invoice, or (ii) Viasat's acceptance of the applicable goods or services. Unless instructed otherwise by Viasat in writing, invoices shall be sent to Viasat via email at ViasatAP@viasat.com.
d. Excluding any Seller that is a certified small business providing goods or services in support of a government contract, Viasat shall be entitled to set-off against the price any sums owed to Viasat by Seller.
e. Viasat will reimburse Seller for reasonable and necessary travel expenses incurred in performing services in support of Labor Hour or Time and Material ("T&M") engagements if such travel arrangements were pre-approved by Viasat. Time spent in travel shall not be deemed to be compensable time, except as work is actually performed during such travel period(s) in support of such Labor Hour or T&M engagement or Viasat grants prior written approval.

4. TITLE AND DELIVERY

a. Unless otherwise expressly provided herein, all goods delivered to Viasat shall be FCA (Free Carrier), Seller's Premises at the address set forth in the Purchase Order, (Incoterms 2020) Seller shall be responsible for standard packaging, crating, and storage of the goods up to delivery, unless otherwise specified in the applicable Purchase Order. The goods shall be marked in accordance with Viasat's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured to reach their destination in an undamaged condition in the ordinary course. Seller shall comply with the shipping instructions set forth in the applicable Purchase Order, including Viasat's logistics routing guide located at https://www.viasat.com/supplier-information/routing-guide/, unless otherwise expressly specified in the Purchase order or herein. In the event Seller selects a non-compliant carrier, Seller shall credit Viasat for the difference in freight and applicable accessorial charges between Viasat's preferred carrier and the non-compliant carrier selected by Seller.
b. Seller's timely performance is a critical element of the Purchase Order. If Seller fails to deliver goods in accordance with the schedule under the Purchase Order ("Delivery Date"), Viasat may direct Seller to make premium shipments of the goods to Viasat and Seller shall pay for all increased costs for such premium shipments. Seller shall immediately notify Viasat if Seller's timely performance under the Purchase Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Viasat with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Viasat of any of Seller's obligations hereunder. If only a portion of the goods specified in the Purchase Order is available for shipment to meet the Delivery Date, Seller shall, unless Viasat instructs otherwise: (i) ship the available goods in time to ensure timely delivery, and (ii) ship for delivery by the next day, at Seller's own cost, the remaining portion of the goods as soon as such goods become available to Seller. If Viasat incurs any costs, penalties, fines, or fees from its customers because of a Seller-caused delay, Seller will, at Viasat's option and in its sole discretion, promptly reimburse Viasat for all such amounts or pay such amounts directly to Viasat's customer.
c. Seller shall not deliver incomplete or overage orders without Viasat's prior written consent.
d. If the goods and/or services ordered by Viasat are delivered more than thirty (30) days prior to the Delivery Date, Viasat may either reject such goods and/or services and return the shipment to Seller or accept delivery of the goods and/or services. Such shipments will be held at Seller's risk and expense including reasonable storage charges while awaiting Seller's shipping instructions. Return shipping charges will be at Seller's expense.
e. Packaging and packing of all goods shall be in accordance with good commercial practices and adequate to assure safe arrival at the destination, and the shipment shall include a complete packing list. Unless otherwise specified in the applicable specification(s) or statement of work, the materials used to package the goods shall not contain any ozone-depleting chemicals.
f. Seller shall comply with those Viasat Quality Assurance Procurement Provisions specified in the Purchase Order. The Quality Assurance Procurement Provisions and the Quality Assurance Procurement Provision Assigned Matrix Guide are available online at http://www.Viasat.com/company/about/supplier-information.
g. Title and risk of loss in the goods shall pass to Viasat consistent with the time when delivery occurs under the stated Incoterm.
h. Viasat may request that goods be shipped in place at Seller's facility. In such an event, title shall be transferred at the time of the ship in place transaction and Seller shall invoice Viasat for the ship in place goods in accordance with the Purchase Order terms. Upon Viasat's request, Seller shall drop ship units as specified by Viasat. Seller shall not charge Viasat for this service provided all necessary shipping documentation completed by Viasat is available prior to drop shipment and lot inspection has been performed by Viasat's personnel or agents.
i. In the event that any goods purchased by Viasat may cease being available from Seller, Seller shall provide at least six (6) months' prior written notice to Viasat of such end of life or obsolescence.

5. FORCE MAJEURE

a. Viasat may delay delivery or acceptance due to causes beyond its control. Seller shall hold goods for which the delivery is delayed at the direction of Viasat and shall deliver the goods when the cause affecting the delay has been removed. Viasat shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of the Purchase Order at Viasat's request. Causes beyond Viasat's control shall include without limitation acts of God, labor disputes, riots, fire, or unusually severe weather.
b. Seller shall not be liable for delays in delivery ("Permitted Delays") due to causes that Seller can adequately demonstrate are beyond Seller's reasonable control and

without Seller's fault or negligence, including acts of God, labor disputes, riots, fire or unusually severe weather, provided the delay cannot be avoided or minimized by Seller through the exercise of reasonable efforts (including the payment of expedited fees or use of alternate sources), and Seller exercises due diligence in promptly notifying Viasat of conditions that will result in delay and provides a detailed workaround plan. The default of a subcontractor or supplier, and the inability to obtain raw materials or parts, shall not constitute a Permitted Delay. In addition to any other rights or remedies provided to Viasat by law or under the Purchase Order, Viasat may in the case of delay: (i) extend Seller's time of performance and require that Seller ship goods not delivered on time via expedited routing necessary to recover the maximum possible time lost by failure to deliver on schedule, with Seller paying the extra cost of the expedited routing, or (ii) terminate the undelivered portion of the Purchase Order at no cost to Viasat.

6. CHANGES

Viasat may, at any time prior to the Delivery Date, by a written order, and without notice, suspend its purchase of goods or services hereunder or make changes in: (i) the quantities of goods or the scope of services ordered, or the Delivery Date, (ii) applicable drawings, designs, and/or specifications, (iii) the method of shipment or packing, (iv) the place of inspection, acceptance, or point of delivery, or the specified location for services to be performed, or (v) terms and conditions required to meet Viasat's obligations under its customer contracts, including, but not limited to, mandatory flow-down requirements. If a change by Viasat causes an increase in the cost of or the timing required for Seller's performance under the Purchase Order, and Seller so notifies Viasat promptly in writing (and in no event later than ten (10) days after receipt of Viasat's written order setting forth a change), then the price and/or delivery schedule of the goods or services corresponding to such changed portion(s) of the Purchase Order shall be equitably adjusted as mutually agreed upon by both parties, and the parties shall modify the Purchase Order accordingly in writing. Nothing in this clause, including any disagreement concerning the equitable adjustment to be made, shall excuse Seller from proceeding with the Purchase Order as changed. Any changes to the Purchase Order shall bind Viasat only if they are in a writing signed by a duly authorized employee of Viasat.

7. INSPECTION AND ACCEPTANCE

a. Seller shall provide and maintain an inspection and process control system acceptable to Viasat covering the goods hereunder. Records of all inspection work by Seller shall be kept complete and available to Viasat and its customers during the performance of the Purchase Order and for such longer periods as may be specified in the Purchase Order, but in no event less than five (5) years from the date of final payment received by Seller. Records may include all quality control inspection work performed by Seller, and may also include procurement, specifications, financial, production, inspection, test, quality, shipping, export, and certification records. At no additional cost, Seller shall timely provide access to such records to a government representative or Viasat upon request, except that Seller's proprietary financial records may be disclosed exclusively to a government representative for audit purposes at the discretion of the Seller.

b. Viasat reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities for maintaining surveillance activities, including the right to witness any or all inspections or tests performed as part of the requirements of the Purchase Order or assess materials, goods, or equipment (e.g., audits or cycle counts). Seller shall provide Viasat's representatives with reasonable facilities, communications (e.g., phone and internet access), and equipment, and reasonable access to all areas essential to the proper conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, inventory, packaging, and shipping. In addition, Seller agrees to make available to Viasat's representatives pertinent planning, status, and forecast information and such other technical and management reporting information as may be necessary for the representatives to carry out their responsibilities. Seller further agrees Regulatory Authorities shall have the right to inspect Seller's quality system, facilities, technical data, and manufactured articles and witness any tests, including any inspections or tests at Seller or at any tier subcontractor or supplier's facility without advanced notice. Seller further agrees, upon reasonable advance notice by Viasat, to allow Viasat's customer or a government Contracting Officer under the prime contract (if any), or his/her authorized representatives, to visit Seller's facilities to review progress and witness inspections and testing pertaining to the requirements of the Purchase Order. Seller further agrees to insert and require its subcontractors to insert the substance of this sub-section in each lower-tier contract, including orders, hereunder.

c. All goods and services are subject to final inspection and acceptance by Viasat. Notwithstanding any payments or prior inspections, all goods and services shall be subject to such final inspection and acceptance within thirty (30) days after delivery of the goods at Viasat's facility or Seller's facility (in the event of a ship in place transaction), or receipt of the services. The criteria for acceptance of all goods and services shall comply with the Purchase Order and the applicable statement of work and/or Seller specifications in effect as of the date of the Purchase Order unless such specifications have been superseded by other specifications agreed to in writing between Viasat and Seller. Upon notice of non-acceptance, Seller shall correct and re-tender the non-conforming goods and services within ten (10) days at its sole expense.

d. Goods rejected and goods supplied exceeding quantities called for herein may be returned to Seller at its expense and, in addition to Viasat's other rights, Viasat may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Viasat receives goods whose defects or nonconformity is not apparent on examination, Viasat reserves the right to require replacement, as well as payment of damages.

e. Payment for any goods hereunder shall not be deemed an acceptance thereof. Failure to inspect the goods shall not be deemed to constitute: (i) acceptance of any defective or nonconforming goods, or (ii) a waiver of Viasat's rights or remedies arising because of any defect or nonconformity with the requirements of the Purchase Order. Nothing contained in this section shall relieve in any way Seller from its own obligations of testing, inspection, and quality control.

f. The approval of designs, inspection, acceptance, payment, or use of specific suppliers by Viasat shall not relieve Seller of any of its obligations under the Purchase Order.

8. RESPONSIBILITY FOR VIASAT FURNISHED MATERIALS

Unless otherwise provided in the Purchase Order, Seller, upon delivery to it or acquisition by it of any supplies, tooling, molds, patterns, drawings, or other materials or equipment, the title to which lies with Viasat (collectively, "Viasat Furnished Materials"), assumes the risk of and shall be responsible for any loss thereof or damage thereto, shall not use such Viasat Furnished Materials other than pursuant to the Purchase Order without the prior written consent of Viasat, and shall return such Viasat Furnished Materials in good condition (except for reasonable wear and tear and except to the extent that such Viasat Furnished Materials have been incorporated in the goods delivered under the Purchase Order or have been consumed in normal performance of work under the Purchase Order) to Viasat upon completion or cancellation of the Purchase Order. Title to Viasat Furnished Materials shall not vest in Seller, regardless of whether it is incorporated in or attached to property not owned by Viasat; nor shall any Viasat Furnished Materials or any part thereof be or become a fixture or lose its identity because it is affixed to any realty. Seller shall maintain property control records of Viasat Furnished Materials consistent with good business practices and as may be prescribed by Viasat. Seller shall promptly issue such reports as Viasat may require concerning the Viasat Furnished Materials. Seller shall cause all Viasat Furnished Materials to be clearly marked to show that it is property of Viasat. Upon completion of the Purchase Order, Seller shall submit an inventory list of Viasat Furnished Material and shall deliver or make such other disposal of the Viasat Furnished Material as directed by Viasat. The government property clause(s) in the flow-downs and Section 17(x)(v) shall apply in lieu of this clause with respect to government-furnished property, or property to which the U.S. Government or foreign government (as applicable) may take title under this Purchase Order.

9. CONFIDENTIAL INFORMATION

a. Seller shall keep confidential all designs, processes, drawings, specifications, reports, data (including Personal Data as defined herein) and other technical or proprietary information disclosed by Viasat to Seller in connection with the Purchase Order ("Viasat Confidential Information"). Unless otherwise provided herein or authorized by Viasat in writing, Seller shall use such information and items only in the performance of the Purchase Order. Seller will make Viasat Confidential Information available only to those of its employees, consultants and contractors having a need to know and solely for the purpose of the Purchase Order, provided that the Seller has taken adequate steps to bind the employee and other recipients with respect to the use and protection of the Viasat Confidential Information under terms and conditions at least as restrictive as those set forth herein or any applicable non-disclosure agreement between the parties. Seller shall be responsible for any breach of the terms of this section by it, as well as any of its employees, consultants, and contractors to which it provides Viasat Confidential Information. Upon completion or termination of the Purchase Order, Seller shall return all Viasat Confidential Information and other items furnished by Viasat to Seller under the Purchase Order or make such other disposition thereof as may be directed or approved by Viasat. The obligations contained in this section 9.a. shall not apply to Viasat Confidential Information which: (i) is in or comes into the public domain (otherwise than in breach of this Purchase Order), (ii) Seller receives from an independent third party having the right to disclose the same, or (iii) Seller can show was in its possession by being recorded in its files or records prior to the date of receipt from Viasat. In addition, data required to be disclosed by the Federal Funding Accountability and Transparency Act (FAR 52.204-10) will be made public as required, and data required to be disclosed by an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; the rules of any listing authority or stock exchange on which the receiving party's shares are listed or traded; or the laws or regulations of any country to which the receiving party's affairs are subject may be disclosed by the recipient to the minimum extent required, upon maximum notice to the disclosing party to the extent permitted by law.

b. If a separate non-disclosure agreement exists between the parties, any information exchanged between the parties shall be governed by the terms of such agreement, and such agreement: (i) shall prevail over any conflicting terms in the Purchase Order; (ii) shall remain in full force and effect following the issuance of the Purchase Order; and (iii) is hereby incorporated by reference and shall constitute a part of the Purchase Order. Such non-disclosure agreement shall remain in effect for the longer of the term of the Purchase Order or the non-disclosure agreement. If no such agreement exists, information disclosed in any manner or at any time by Seller to Viasat shall not be deemed secret or confidential and Seller shall have no rights against Viasat with respect thereto.

10. WARRANTY

a. Seller warrants for a period of three (3) years after acceptance (except that the warranty period for latent defects shall be extended until such defects are readily identified or identifiable by Viasat) that all goods and services delivered pursuant to the Purchase Order will: (i) conform to all requirements of the Purchase Order, specifications and appropriate standards, (ii) be new, and be free from defects in material or workmanship, and (iii) to the extent such goods are not manufactured pursuant to detailed designs furnished by Viasat, not infringe upon the intellectual property rights of any third party and be free from defects in design. Seller warrants the services will be performed in a good and workmanlike manner. Further, Seller shall notify Viasat of any concerns relative to the use and handling of the product under anticipated operating conditions, to the extent Seller is aware of the application of goods and services provided under a Purchase Order.

b. Seller warrants that, to its knowledge, any hardware, software and firmware goods delivered under this Purchase Order do not contain viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy or alter any software or hardware, (ii) reveal, damage, destroy, or alter any data, (iii) disable any computer program automatically, or (iv) permit unauthorized access to any software or hardware and shall not contain any third party software (including software that may be considered free software or open source software) that may require any software to be published, accessed, or otherwise made available without the consent of Viasat, or may require distribution, copying or modification of any software free of charge; and shall not infringe any U.S. patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party. Software not conforming to this warranty shall be deemed a "nonconforming good."

c. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Viasat, when notified of such nonconformity by Viasat. Further, Viasat may elect for Seller to re-perform any non-conforming services. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Viasat, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Viasat in doing so. If Viasat returns the goods under warranty, Seller shall be responsible for the charges and expenses of Viasat shipping returns to Seller's facility, and Seller shall be responsible for the charges and expenses of shipping repaired or replacement units back to Viasat.

d. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. WORK PRODUCT, INVENTIONS, AND DEVELOPMENTS

a. Any inventions, trade secrets, mask works, computer programs, (including source code and object code) algorithms, products, processes, designs, ideas, discoveries, developments, and works of authorship, as well as improvements and innovations thereof, and whether or not patentable, which are conceived, developed or reduced to practice by Seller individually or jointly with others in the performance of the Purchase Order or related to services performed for or on behalf of Viasat under the Purchase Order (hereinafter termed "Developments") shall be the exclusive property of Viasat. Seller further agrees that determination as to whether or how to use, market, sell or otherwise dispose of the work, or whether the work is to be copyrighted, patented, or treated as a trade secret or otherwise shall be solely within the discretion of Viasat.

b. Seller agrees to promptly disclose all such Developments to Viasat and to execute such documents and provide such assistance (at the expense of Viasat or its designee) as are reasonably required to enable Viasat or its designees to patent or otherwise protect such Developments in any country of the world. To the extent permitted by law, Seller further agrees to waive in favor of Viasat all moral rights, which Seller may have in and to such Developments.

c. All writings, drawings and any other graphic or recorded materials in any form (including computer programs or parts thereof) prepared by or for Seller in the performance of services to Viasat under the Purchase Order (hereinafter termed "Work Product") shall be the sole and exclusive property of Viasat, and all originals and copies shall be delivered to Viasat upon the expiration or termination of the Purchase Order for any reason or at such other time as Viasat may request. To the extent that Seller's Work Product or Developments are copyrightable or patentable, Seller shall and hereby does assign all such copyrights and patent rights to Viasat. Additionally, Seller hereby agrees to assign, and execute all documentation necessary to assign all copyrights and patent rights as to Work Product and Development created by Seller during the term of the Purchase Order.

d. In the event that Viasat is unable for any reason, after reasonable effort, to secure Seller's signature on any document needed in connection with the actions specified in the preceding paragraph, Seller hereby irrevocably designates and appoints Viasat and its duly authorized officers and agents as an agent and attorney in fact of Seller, which appointment is coupled with an interest, to act for and on Seller's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Seller. Seller hereby waives and quitclaims to Viasat all claims, of any nature whatsoever, which Seller now or may hereafter have for infringement of rights assigned hereunder to Viasat.

e. Seller hereby warrants, for itself and its employees and contractors, that: (i) it will not furnish to Viasat or use without proper authorization any confidential or proprietary data of a third party, and (ii) to the best of its knowledge, none of the Work Product or Developments to be furnished hereunder will infringe upon any intellectual property rights of any third party. Viasat's approval or acceptance of Work Product or Deliverables shall not relieve Contractor of its obligations to comply with the specifications and other requirements applicable thereto.

12. INDEMNITY

a. Seller agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Viasat or its employees, agents, officers, directors, customers, or other vendors for alleged infringement of any patent, copyright, or misappropriation of any trade secret, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder. Seller further agrees to indemnify Viasat, its employees, agents, officers, directors, customers, or other vendors against any expenses, losses, royalties, profits, or damages, including court costs and attorneys' fees, resulting from any such suit, or proceeding, including any settlement, except to the extent that the U.S. Government assumes liability therefor under FAR 52.227-1. Viasat may be represented by and actively participate through its own independent counsel in any such suit or proceeding if it so desires, provided that the costs of any such additional representation shall be paid by Viasat. If Viasat's use of any of the goods is enjoined as a result of any such infringement or alleged infringement, Seller agrees, at Viasat's option to: (i) accept return of the goods from Viasat and refund to Viasat the amounts paid by Viasat with respect to such goods, or (ii) modify the goods so that they become non-infringing but equivalent in functionality, quality, compatibility and performance, or (iii) procure for Viasat and its customers the right to continue using and distributing the goods. The foregoing obligation of Seller does not apply with respect to any good (1) custom made to satisfy Viasat's specifications, if the alleged infringement would not have occurred but for conformance with such specifications (except that the foregoing obligation shall still exist to the extent that such specifications (A) could have been undertaken in a commercially reasonable and non-infringing manner, (B) merely required compliance with industry standards or practices, or (C) mirror or refer to existing designs and/or modifications that Seller has previously developed or implemented with other customers), or (2) which are modified by Viasat or a third party after shipment by Seller, if the alleged infringement would not have occurred but for such modification.

b. Seller shall defend, indemnify, and hold harmless Viasat, its employees, agents, officers, directors, and customers against all damages, claims or liabilities and expenses (including damage to Viasat's own property and attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees, or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

c. In the event of a dispute between the parties as to whether Viasat is entitled to defense and/or indemnity under the Purchase Order, if it is determined by a court of competent jurisdiction that Viasat is entitled to a defense and/or indemnity, Viasat shall be entitled to recover from Seller all costs and expenses incurred in connection with the dispute, including reasonable attorneys' fees.

13. TERMINATION

a. Viasat reserves the right to terminate the Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder that was terminated or cancelled, but continue with all other work, and shall immediately cause any of its suppliers or subcontractors to cease such work. Viasat will pay Seller (subject to set-off against amounts owed by Seller or any of its affiliated companies to Viasat) the following amounts: (i) the price set forth in the Purchase Order for all accepted goods or services delivered in accordance with the Purchase Order and to the extent not previously paid for, and (ii) the actual reasonable costs incurred and paid by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of the Purchase Order. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. In no event shall Viasat's termination liability under the terminated Purchase Order exceed the amounts payable under such Purchase Order.

b. Viasat may also by written notice effective when received terminate the Purchase Order or any part hereof for cause in the event of any default by Seller or if Seller fails to comply with any part of the Purchase Order. Late deliveries, deliveries of goods which are defective, or which do not conform to the Purchase Order, and failures to provide Viasat, upon request, with reasonable assurances of future performance shall be causes allowing Viasat to terminate the Purchase Order for cause. In the event of termination for cause, Seller shall be liable to Viasat for all damages (subject to the Limitation of Liability set forth herein) arising from the default which gave rise to the termination. Viasat may also require that, upon Viasat's payment of the reasonable costs therefor, Seller deliver to Viasat any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired under the Purchase Order. Viasat shall also be entitled to have the work completed by another party or parties, and

Seller shall be liable to Viasat for damages resulting from such termination, which shall be considered direct damages.

14. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT FOR LIABILITY UNDER SECTIONS 9, 11, 12, 17(E), 17(N), 17(T) AND 17(Y), OR FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, FRAUD OR MISREPRESENTATION, UNLAWFUL CONDUCT OR VIOLATIONS OF LAW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE SALE OR USE OF ANY GOODS OR SERVICES FURNISHED PURSUANT TO THE PURCHASE ORDER, AND UNDER ANY THEORY OF LIABILITY, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY BREACH, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

15. COMPLIANCE WITH LAWS

a. Seller warrants that in performance of all work under the Purchase Order, Seller and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws, orders, rules, regulations, and ordinances, including, without limitation, the Foreign Corrupt Practice Act of 1977, as amended, and other regulations aimed at preventing bribery and corruption; the Fair Labor Standards Act of 1938, as amended; and, if Viasat's design requirements require, European Union Directive 2011/65/EU on the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronics Equipment, Directive 2012/19/EU on Waste Electrical and Electronic Equipment and Directive 1907/2006/EC on Registration, Evaluation and Restriction of Chemicals. Additionally, Seller certifies all goods delivered to Viasat's California locations comply with California Health and Safety Code Section 25249.5 *et seq* (commonly referred to as "California Proposition 65"). Any goods delivered to Viasat's California locations that have risk of exposure to a California Proposition 65 listed chemical must have a California Proposition 65 warning. Seller shall procure all licenses/permits, and all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal government authority. **Viasat and Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.** Viasat and Seller shall abide by the requirements of 29 CFR Part 471 Appendix A to Subpart A. Upon request, Seller agrees to provide reasonable documentation establishing Seller's compliance with such laws and/or issue certificates (e.g., Subcontractor/Supplier Representations and Certifications) certifying compliance with any laws or regulations as may be applicable to the goods or services furnished hereunder or the material procured in performance of the work pursuant to the Purchase Order. Seller shall notify Viasat immediately and submit a new Subcontractor/Supplier Representations and Certifications form if their Business Size Classification, or any other material item in the originally submitted Subcontractor/Supplier Representations and Certifications form, changes during the term of the Purchase Order. Seller agrees to indemnify and hold harmless and defend Viasat for any breach of this clause.

b. For Purchase Orders placed in support of a U.S. Government Contract, the flow-downs referenced or listed on the Purchase Order are hereby incorporated by reference. Seller shall follow the requirements of DPAS under 15 C.F.R. Part 700 when the Purchase Order carries a Defense Priorities and Allocations Program ("DPAS") rating. Seller shall adhere to the procedures of NSA/CSS Manual 3–16 when Seller is providing goods in support of a contract subject to Communications Security ("COMSEC") restrictions.

c. Seller certifies that it complies with the United States Federal Acquisition Regulations ("FAR") 52.204-23, FAR 52.204-25, and 52.204-30. Specifically, as part of this certification, with respect to the products or services that will be provided to Viasat, Seller agrees that it will not deliver or provide: (1) any equipment, system, or service that uses covered telecommunications equipment or services, as a substantial or essential component of any system, or as a critical technology as part of any system, as set forth in FAR 52.204-25; (2) any covered article (including hardware, software or services) that was developed or produced using, or developed or produced by, or includes any, or contains any components using, any hardware, software, or service developed or provided by Kaspersky Lab or its successors or an entity that controls, is controlled by, is under common control by, or is majority owned by Kaspersky Lab as set forth in FAR 52.204-23; (3) any entity or covered communications equipment or service appearing on the Covered List maintained by the Federal Communications Commission at https://www.fcc.gov/supplychain/coveredlist; or (4) named covered article, or any product or service from a named source, that is subject to a Federal Acquisition Supply Chain Security Act ("FASCSA") order available at the System for Award Management ("SAM.gov").

16. CONFLICT MINERALS – APPLICABLE FOR GOODS

Seller recognizes, in relation to the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the risks associated with sourcing "Conflict Minerals" (tin, tantalum, tungsten and gold) from the Democratic Republic of the Congo ("DRC") and adjoining countries. To the extent required therein, Seller commits to comply with the Act. If requested by Viasat, Seller shall (1) complete the industry standard Conflict Minerals Report Template ("CMRT") form, and (2) perform reasonable due diligence of its supply chain to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support human rights violations. Seller shall take all other measures as are necessary to comply with the Act, its regulations, and amendments, as applicable. Sellers who are unwilling or not capable of providing the information may be removed from Viasat's approved supplier list. If Seller has a grievance or concern regarding Viasat's conflict minerals compliance, Seller is requested to report such grievance to Viasat's ethics hotline at 888-475-8376.

17. MISCELLANEOUS

a. Seller Acknowledgement. Unless otherwise specified on the face of the Purchase Order, Seller shall deliver all material in accordance with the applicable specification/drawing revisions in effect on the date that the Purchase Order is issued. Seller acknowledges that it has available to it all specifications, drawings and data referenced in this Purchase Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

b. Order of Precedence. Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (i) FAR/DFARS or other government flow-downs, (ii) face of the Purchase Order, (iii) any special or supplemental terms and conditions (including any supplementary provisions or an existing purchase agreement or basic ordering agreement) agreed to by the parties, (iv) these General Terms and Conditions of Purchase, (v) Statement of Work, (vi) Specifications, and (vii) Drawings.

c. Early Manufacture/Procurement. Seller shall not, without Viasat's prior written consent, commence to manufacture or procure materials for any of the goods specified in the Purchase Order in advance of Seller's normal lead time for such goods. In the absence of Viasat's prior written consent, Viasat shall not be obligated, in the event of termination or a change of the Purchase Order, with respect to any goods manufactured or procured in advance of Seller's normal lead time for such goods.

d. Subcontracting. Seller shall not subcontract or permit anyone other than Seller's employees to manufacture the goods or perform any other work required to be performed by Seller under the Purchase Order without first securing the written approval of Viasat.

e. Independent Contractor. If Seller's objectives hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Viasat's property or property of Viasat's customers, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Viasat. Viasat shall have no right to, and shall not, control the manner or prescribe the method by which the services are performed by Seller hereunder. Seller agrees that as an independent contractor, Seller is fully responsible for the payment of all taxes and benefits owed to individuals performing work on Seller's behalf under the Purchase Order. Seller shall reimburse Viasat on request for any expense, penalty or liability incurred by Viasat due to Seller's failure to pay any such tax or charge. Seller shall indemnify and hold harmless and defend Viasat from all claims or liabilities, including federal, state, or local liability or penalties related to alleged misclassification or claims or liabilities otherwise arising out of the work covered by this paragraph.

f. Assignment. No part of the Purchase Order may be assigned by Seller without Viasat's prior written consent. Any unauthorized assignment shall be void. In no event shall Seller assign this Purchase Order to any entity that is debarred, suspended, proposed for debarment, insolvent, in bankruptcy proceedings, patently incapable of fulfilling the Purchase Order, or in default of any contract with Viasat within one year prior to the date of the proposed assignment.

g. Governing Law; Disputes. The Purchase Order shall be governed and construed in accordance with the laws of the State of California, exclusive of its conflict of law provisions, except for any provision in the Purchase Order that references a clause or provision in the Federal Acquisition Regulation (FAR) or Defense Acquisition Regulation Supplement (DFARS), such FAR or DFARS clause or provision shall be construed and interpreted according to federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. . The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order. Unless otherwise directed by Viasat, Seller shall proceed diligently with the performance of the Purchase Order pending the final disposition of any dispute hereunder. If Seller is a United States entity, the parties acknowledge and agree that the appropriate courts sitting in San Diego County, California, U.S.A., shall have sole and exclusive authority to hear and adjudicate any dispute arising out of or related to the Purchase Order and each party hereby irrevocably consents to the jurisdiction of such courts. If Seller is a non-United States entity, all disputes, claims or controversies arising under or in connection with the Purchase Order

and its interpretation or performance, including the validity, scope and enforceability of this paragraph shall be settled by arbitration held in San Diego, California, administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures in effect at the time the proceedings begin (the "Procedures"). The arbitration proceedings and all communications related thereto shall be in English. The arbitration shall be conducted by one (1) arbitrator determined in accordance with the Procedures, and the arbitrator's decision shall be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may obtain preliminary or temporary injunctive relief at any time from a court of competent jurisdiction; provided, however, that requests for permanent injunctive relief shall be arbitrated pursuant to this section.

h. Severability. Each clause, paragraph, and subparagraph of this Purchase Order is severable, and if one or more of them are declared invalid, the remaining provisions of this Purchase Order will remain in full force and effect.

i. Waiver. Either party's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or a party's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. Any waiver must be in writing and signed by the parties. Viasat's approval of documents shall not relieve Seller of its obligations to comply with the requirements of the Purchase Order. The rights and remedies set forth in these terms and conditions are in addition to any other rights and remedies provided at law or in equity.

j. Publicity. Except as required by law, Seller may not use Viasat's name or Viasat's customer's name in any public statements or otherwise disclose the existence or content of the Purchase Order without Viasat's express prior written consent.

k. Notices. All notices, reports, requests, approvals, and other communications required or permitted under the Purchase Order must be in writing and made to GeneralCounsel@viasat.com.

l. Security Interest. Seller shall cooperate with Viasat in executing such documents as Viasat deems appropriate to protect the security interest of Viasat and Viasat's customers in Seller's work-in-process and Viasat Furnished Materials.

m. Material Review. If material contains minor discrepancies, which cannot be reworked to conform to one hundred percent (100%) of the drawing requirements, Seller shall report such discrepancies as soon as possible for potential Viasat Material Review consideration. Major and Critical discrepancies will not be considered for Viasat Material Review. The following information shall be included in the report: Purchase Order number and amendment, part number, revision letter, part name, serial numbers, quantity of defective parts, nature and cause of defects, and corrective action. Viasat's requiring reports of defective material shall not imply willingness to accept such material nor does it relieve the Seller of its performance obligations hereunder.

n. International & Offset. Payment will be in U.S. dollars unless otherwise agreed to by specific reference in the Purchase Order. With respect to offset obligations, Seller agrees to identify and retain for Viasat's use any rights to offset credits generated by its suppliers, vendors or subcontractors arising out of or resulting from Viasat's purchase order. Seller shall provide a copy of each purchase order or subcontract placed with a non-U.S. source and used in support of Viasat's purchase order. Seller shall execute all necessary documents to evidence Viasat's right to use or assign any offset credits. Viasat reserves the right to assign offset credits generated through Seller's efforts to third parties. Seller shall include the substance of this clause in favor of Viasat in its purchase orders, subcontracts or agreements issued at all tiers which are used to support Viasat's purchase order issued to Seller. The parties acknowledge that the hardware, software, technical data, or technology, and/or services (collectively, "Items") received by either party subject to U.S. export laws and regulations, and the laws of non-U.S. government that may apply to the import, export, use, transfer, or distribution of Items. The applicable U.S. regulations are determined by the export control level of the Items, and may include, but are not limited to, Export Administration Regulations ("EAR"), Foreign Assets Control Regulations, and International Traffic in Arms Regulations ("ITAR"). The parties acknowledge they will comply with these laws and regulations. Seller agrees to communicate in writing, prior to delivery, the export classification, HTS code, and country of origin of all Items to be supplied or sold to Viasat, and whether such Items are subject to ITAR, the Wassenaar International Munitions List or are EAR 9x515 or 600 series items. Seller shall indemnify, hold harmless and defend Viasat for all liabilities, penalties, damages, and costs that may be imposed on or incurred by Viasat in connection with any violations of such laws and regulations by Seller. Seller agrees to furnish to Viasat all information reasonably requested to establish Seller's compliance with this clause. This clause shall survive the expiration or termination of the Purchase Order

o. Business Ethics.

i. If Seller has cause to believe that Viasat or any Viasat employee or agent has acted improperly or unethically under the Purchase Order, Seller is requested to report such conduct to the Viasat ethics hotline at 888-475-8376. Copies of Viasat's Guide to Business Conduct are available at http://www.Viasat.com under "Investors-Corporate Governance." Although Viasat will not under any circumstances use the failure to make such a report as a basis for claiming breach of contract by Seller, Seller is encouraged to make such reports when warranted. Seller is required to report to Viasat if there is credible evidence that the officers, directors, owners, partners and persons having primary management or supervisory responsibilities for Viasat's business entity or if Seller's own entity has violated federal criminal law including, fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or if there is a violation of the civil False Claims Act (31 U.S.C. §§3729-3733) or if there is a violation of the civil False Statements Act, or if there have been significant overpayment(s) on contracts, other than overpayments resulting from contract financing payments as defined in FAR 32.001.

ii. Seller acknowledges understanding of Viasat's Supplier Code of Conduct available at https://www.Viasat.com/supplier-information/. Any questions or concerns may be directed to Viasat's Sustainable Sourcing team at SustainableSourcing@viasat.com.

p. Information Technology Security. Seller shall: (i) protect the confidentiality, integrity and availability of (A) Viasat Confidential Information, and (B) Federal Contract Information ("FCI") covered by FAR 52.204-21 and/or Controlled Unclassified Information ("CUI") or Controlled Defense Information ("CDI") covered by DFARS 252.204-7012, when those clauses are flowed down to Seller in support of a government contract and are referenced in the Purchase Order, (ii) protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of such Viasat Confidential Information, (iii) protect against any unauthorized access to or use of such Viasat Confidential Information, and (iv) comply with all applicable federal and state legal and regulatory requirements for data protection. If requested by Viasat, Seller shall complete the Information Technology Security Questionnaire and cyber security certification provided by Viasat. Viasat shall have the right to conduct a security audit on the premises of Seller during normal business hours to ensure compliance with the foregoing security provisions. Viasat also has the right to conduct a desktop audit or have Seller participate in a mock cyber security drill. Such audits and security drills shall be subject to reasonable procedures and guidelines and shall be conducted in a manner so as not to unreasonably interfere with Seller's operations. For the purposes of such audit or drills, Seller will provide access to: (i) any facility which Seller, its affiliates or any of its subcontractors uses to fulfill obligations under the Purchase Order, (ii) Seller personnel, (iii) Seller's systems, and (iv) Seller's data and records, in each case only to the extent required to conduct such audits or drills permitted under the Purchase Order. With respect to any audit or drill findings of a failure of Seller to comply with the foregoing security provisions, Seller will promptly implement corrective or remedial action. Seller agrees to support Viasat's use of supplier checklists, representations, or certifications of compliance, outside vendor verification, and/or onsite security audits, to meet the needs of its government customers.

q. Notice of Security Breach. Seller shall notify Viasat of any known or suspected security breach of its system or facilities containing Viasat Confidential Information, FCI or CUI or any other release of or unauthorized access to confidential information relating to the Purchase Order promptly, but not later than seventy-two (72) hours after discovery. Seller shall notify Viasat using the following email address: CSOC@viasat.com. Seller, at its sole cost and expense, shall cooperate with any investigation, whether instituted by Viasat or any other entity with jurisdiction to conduct such investigation, of any such breach, release, or unauthorized access. Failure to report a cyber security breach in accordance with DFARS 252.204-7012 or provide notice to Viasat will be considered a material breach of the Purchase Order. Seller will bear all costs and expenses incurred by Viasat related to the security breach and compliance with law, including without limitation, costs of notifications to affected individuals or government agencies, costs of reasonable mitigation for affected individuals, and any payments to governmental authorities that are a result of the security breach.

r. Representations re: Forced Labor and Child Labor. Seller represents and warrants that it does not utilize forced, prison, or indentured labor, or subject workers to any form of compulsion or coercion or use child labor. Seller further represents and warrants that all labor used in the creation of the goods and/or services that are the subject of the Purchase Order comply with laws regarding slavery and human trafficking in the countries in which Seller is doing business. Seller must also comply with the California Transparency in Supply Chains Act. Seller agrees to include this clause in its subcontracts related to the Purchase Order. If Viasat determines that Seller has violated any human trafficking requirements, Viasat may, in its discretion, either terminate the Purchase Order and/or require Seller to implement a corrective action as a condition of future business.

s. Ozone Depleting Substances. Seller shall meet the requirements of United States of America, Environmental Protection Agency, Title VI, Clean Air Act, and its amendments. Products manufactured with or containing Class 1 Ozone Depleting Substances ("ODS") are prohibited by Viasat. Products manufactured with or containing Class 2 Ozone Depleting Substances are discouraged. If ODS Class 2 substances are used, the products and/or substances shall be identified, labeled, and registered in accordance with 40 CFR 82.100- 82.124. Seller shall be responsible for any environmental taxes associated with the use of Ozone Depleting Substances used in manufacturing process or contained in products provided to Viasat in accordance with the most recent Internal Revenue Service publications.

t. Counterfeit Part Prevention. For the purposes of this clause, "Work" consists of all electrical, electronic, and electromechanical (collectively, "EEE") parts delivered under a Purchase Order (e.g., articles, components, goods, assemblies, components, including, but not limited to transformer, connector, capacitor, resistor, integrated circuit, monolithic microcircuit, hybrid microcircuit, transistor, diode, power supply, motors, servomotor, or relay, and including any embedded software or firmware). For all non-EEE materiel (e.g., Fasteners, paint etc.) the Seller shall only source or purchase either from an OEM directly or from one of the OEMs' authorized distributors. "Counterfeit Work" means Work that is or contains items that (i) are unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original or authorized manufacturer, or (ii) are used parts represented as new, or (iii) have false identification

of grade, serial number, lot number, date code, or performance characteristics.

Seller shall include this subsection 17(t) or equivalent provisions in all lower tier subcontracts for the delivery of electronic items that will be included in or furnished as Work to Viasat. This includes subcontracts for commercial items, and for electronic parts or assemblies containing electronic parts.

Seller shall establish, document, implement, and maintain a Counterfeit Electronic Parts Prevention and Control Plan using industry standards SAE AS5553, SAE AS6081, DFARS 252.246-7007 and DFARS 252.246-7008 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit EEE parts.

Seller agrees and shall ensure that Counterfeit Work is not delivered to Viasat.

Seller shall purchase electronic products to be delivered or incorporated as Work to Viasat directly from the Original Component Manufacturer ("OCM")/Original Equipment Manufacturer ("OEM"), or, if approved in advance in writing by Viasat, through an OCM/OEM authorized supplier or other source, including an authorized aftermarket manufacturer or contractor-approved supplier (see PR002013) (only if not available from the OCM/OEM). All parts not acquired directly from the OCM/OEM or an OCM/OEM authorized supplier require documented inspection and test (see AS6081 and Purchase Order notes) to ship products to confirm their validity, in accordance with the Seller's Counterfeit Electronic Parts Prevention and Control Plan.

Seller shall immediately inform Viasat of all pertinent facts if Seller becomes aware of or suspects that it has furnished Counterfeit Work to Viasat.

Seller certifies that all items are traceable to the point of manufacture and that there is complete material pedigree, and such information can be reasonably furnished to Viasat upon request. Seller will have a documented procedure that defines the method for controlling records that are created by and/or retained by Seller.

If Work delivered under a Purchase Order constitutes or includes Counterfeit Work (as determined in Viasat's reasonable discretion), Viasat shall impound or remove such Counterfeit Work from any article, component, Goods, or assemblies and notify Seller ("CW Notice"). The Seller may contest the determination of such Work as Counterfeit Work by (i) providing Viasat written notice thereof within five (5) days of the CW Notice and (ii) having such Work tested by an independent and qualified laboratory within thirty (30) days of the CW Notice. The laboratory and the testing performed are to be reasonably approved by Viasat. All such testing and related actions shall be at Seller's sole cost.

Counterfeit Work and suspect counterfeit EEE parts will not be returned to Seller and will be retained by Viasat until determined to be authentic or destroyed or otherwise disposed of by Viasat or its representative. The parties acknowledge and agree that any Work deemed Counterfeit Work herein will be agreed to have no value and that Viasat, in its sole discretion, will be entitled to either a reimbursement for any amounts paid or an immediate replacement of such Counterfeit Work with genuine Work.

Notwithstanding any other provision in a Purchase Order, Seller shall be liable for all costs (including without limitation any claims, damages, expenses, and other amounts) directly or indirectly relating to removing and reinserting replacement Work and of any testing or other actions necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Viasat may have at law, equity or under other provisions of a Purchase Order.

This clause applies in addition to any quality provision, clause, specification, statement of work or other provision included in a Purchase Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails except that DFARS clauses 252.246-7007 or 252.246-7008 prevail above all if those clauses are invoked through the Purchase Order. Seller agrees to include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished to Viasat under the Purchase Order. For EEE parts furnished in support of a U.S. Government contract, if Seller becomes aware, or has reason to suspect that any EEE part, contains Counterfeit Work or Suspect Counterfeit Work, then Seller shall report such instance in writing within sixty (60) days to the U.S. Government-Industry Data Exchange Program (www.gidep.org).

u. Insurance. Seller shall maintain (and so shall Seller's subcontractors), at Seller's sole cost, the following insurance in the minimum amounts stated herein. Seller shall provide certificates of insurance (Accord Form 25 or equivalent) evidencing limits of not less than the following:

i. Workers compensation insurance (including occupational illness or disease coverage, or other similar social insurance in accordance with the law of the state or country exercising jurisdiction over the employee), and employer's liability insurance with a minimum limit of the higher of (i) one million dollars ($1,000,000) per occurrence, or (ii) any amount required by law.

ii. Automotive liability insurance covering use of all owned, non–owned, and hired automobiles with a minimum combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury and property damage liability.

iii. Commercial general liability insurance, including products, completed operations liability and personal injury, contractual liability, and broad form property damage liability coverage for damages to any property with a minimum combined single limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

iv. Professional liability, errors, and omissions insurance with a minimum limit of five million dollars ($5,000,000).

v. If the services or products delivered hereunder are intended to be used on an aircraft and/or in the aviation industry, aviation products liability of fifty million dollars ($50,000,000) and grounding liability of twenty-five million dollars ($25,000,000) and if completing installation work, hanger's keeper liability of fifty million dollars ($50,000,000).

vi. If services involve construction, Builder's Risk insurance.

The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self–insurance which may be maintained by Seller. Insurance coverage described herein must be in place and effective prior to commencement of any activity that is the subject of this order. Seller shall name Viasat and its officers, employees, agents, and contractors as an additional insured, interested party (or equivalent) (Workers Compensation excluded) that evidence the coverages and policy endorsements required under the Purchase Order are maintained in force and that not less than thirty (30) days written notice shall be given to Viasat prior to any modification, cancellation, or non-renewal of the policies. Seller shall also include a waiver of subrogation (if allowed in Seller's country) on the General Liability and Worker Compensation policies. The insurers selected by Seller shall be of a superior rating from a recognized insurance rating agency and be reasonably acceptable by Viasat. The insurance policies obtained to satisfy the requirements of this section shall include reasonable deductibles. All certificates/policies/notices shall be provided upon execution of the Purchase Order and at Viasat's reasonable request to the attention of the Risk Manager, Viasat, Inc., 6155 El Camino Real, Carlsbad, CA 92009.

v. Viasat Systems. Seller shall utilize Viasat's designated supplier systems, as requested by Viasat, including, but not limited to, iSupplier, Agile and/or Coupa systems for the purposes of procurement, compliance, order acknowledgements, advanced shipment notifications "ASNs," and invoicing, unless otherwise directed by Viasat. If the Seller fails to utilize the aforementioned systems as directed by Viasat, Viasat may, in its sole discretion, disqualify supplier.

w. Survival. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Purchase Order, including, but not limited to counterfeit part prevention, ODS, warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and confidential information), shall survive the expiration or termination of the Purchase Order.

x. For Orders in Support of U.S. Government Contracts. The following additional requirements apply to Purchase Orders in support of U.S. Government contracts:

i. Seller is advised that Viasat uses an automated close-out process for firm fixed price purchases valued below two hundred and fifty thousand dollars ($250,000). Final payment will be made in accordance with the price and payment terms of the Purchase Order and will be considered closed thirty (30) days following final payment, thereby releasing Viasat from any further obligations to Seller with the purchase. The automated close-out process will only apply when firm fixed price purchases do not involve use or access to classified data or government/customer property, and when there are no outstanding claims or other special considerations.

ii. Except as may be expressly set forth in the Purchase Order, and with the U.S. Government Contracting Officer's express written consent, Seller shall not acquire any direct claim or direct course of action against the U.S. Government.

iii. Seller shall include in each lower-tier subcontract the appropriate flow-down clauses as delineated by the FAR and DFARS.

iv. Nothing herein shall be construed or interpreted in any way to restrict the rights of the U.S. Government for data, tooling, and other information it owns or has a right to use, including the right to authorize Seller's use of such data, tooling, or other information in direct contracts that the U.S. Government may have with Seller.

v. GOVERNMENT OR VIASAT PROPERTY

A. Title to all property furnished to Seller by Viasat or U.S. Government or paid for by Viasat or U.S. Government shall remain with Viasat or U.S. Government, as applicable. Seller shall not alter or use such property for any purpose or for any other party other than that specified by Viasat or U.S. Government, without the prior written consent of Viasat or U.S. Government. If Viasat or U.S. Government agrees to pay Seller for acquisition of tooling and equipment, either separately or as a stated part of the unit price of goods purchased herein, title to the same shall pass to Viasat or U.S. Government, as applicable, upon (i) commencement of processing for use in performance of this Purchase Order, or (ii) Viasat payment therefore, whichever occurs first.

B. Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to Viasat property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs, or replacement, at no cost to Viasat.

C. Seller shall assume full risk of loss, and be responsible for, any loss, theft, destruction of or damage to U.S. Government property while in Seller's possession or control and shall be responsible for making repairs or replacing the item at no cost to the U.S. Government when FAR 52.245-1, Alternate 1, applies to this Purchase Order. If FAR 52.245-1 is applicable, then Seller shall have limited risk of loss for lost or damaged U.S. Government property and shall seek relief of accountability to Viasat in accordance with FAR 52.245-1 (f)(1)(vii).

D. Upon Viasat's or U.S. Government's written request to Seller for any property under this clause, if Seller cannot locate Viasat or U.S. Government property within five (5) days, Seller shall notify Viasat or U.S. Government that the item was not located and Seller subsequently has twenty (20) days to find the misplaced property. After such period, if it has not been located, the property shall be deemed "lost" and at Viasat's or U.S. Government's election, Seller shall either reimburse Viasat or U.S. Government for the replacement and all related delay costs or remake the lost property at no cost to Viasat or U.S. Government or seek relief of accountability depending on the applicable risk of loss provisions of this Purchase Order.

E. Seller shall return all Viasat or U.S. Government owned property in a condition as good as when received except for reasonable wear and tear. Seller shall establish and maintain a property control system approved by Viasat and in accordance with the provisions of FAR 52.245-1 for the control of U.S. Government or Viasat owned property. Seller shall also notify Viasat if its property system is deemed inadequate by the U.S. Government. If Seller's property control system is deemed inadequate at the time of award of this Purchase Order or becomes disapproved anytime during performance of this Purchase Order, then the provisions FAR 52.245-1 Alternate 1 shall automatically apply and Seller shall assume full risk of loss for U.S. Government property regardless of the contract type of the Purchase Order or the basis of award. At all times, Viasat and the U.S. Government, as applicable, shall have access to Seller's facilities for the purpose of reviewing its compliance with the management of U.S. Government or Viasat property related to this Purchase Order.

y. Personal Data Protection. Seller shall collect, access, use, maintain, or disclose Personal Data only as necessary to fulfill its obligations under the Purchase Order, and only on behalf of and for the benefit of Viasat. All other uses of Personal Data are strictly prohibited. Seller shall comply with all applicable federal, state, or international laws or regulations relating to the privacy or protection of Personal Data, including as such laws may be updated, amended, or replaced from time to time. Viasat exclusively owns all Personal Data and does not grant to Seller any right, title, or interest in or to any Personal Data. "Personal Data" means any information relating to identified or identifiable individuals or entities who are prospective, former, or existing customers or employees of Viasat or Viasat affiliates, including aggregate and anonymized information, that Seller receives or derives in any manner from any source in the course of performing under the Purchase Order.