

General Terms and Conditions of Purchase

Viasat Australia Pty Limited for non-Government Contract Purchases*

* Not to be used for any FAR 12 or FAR 15 orders

The terms and conditions set forth below, together with the written information contained in the purchase order, 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 written purchase agreement of any type or a basic written 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.

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 offer which add to, vary from, or conflict with the terms herein 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 exclusive statement of the terms and conditions of the contract between the parties with respect to the subject matter hereof and supersedes all previous communications or agreements (oral or written) between the parties with respect to the subject matter hereof. 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 transportation, 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 Viasat's acceptance of delivery of the goods or performance of the services, as the case may be, and each invoice shall reference the Purchase Order number. Unless otherwise stated in the Purchase Order, payment of the amount invoiced and approved by Viasat shall be due within sixty (60) days after the date Viasat receives Seller's correct invoice and all required supporting documents. Unless instructed otherwise by Viasat in writing, invoices shall be sent via physical mail to Viasat Australia Pty Ltd Accounts Payable, Level 20, 201 Miller Street, North Sydney, NSW 2060, Australia, and via email to Accounts.Australia@viasat.com.
- d. Viasat shall be entitled to set-off against the price any sums owed to Viasat by Seller.

4. TITLE AND DELIVERY

- a. Unless otherwise expressly provided herein, all goods delivered to Viasat shall be FCA (Incoterms 2020) Seller's plant at the address set forth in the Purchase Order without charge to Viasat for transportation (unless otherwise set forth on the face of the Purchase Order), crating or storage. 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 so as to reach their destination in an undamaged condition in the ordinary course.
- b. Seller's timely performance is a critical element of the Purchase Order. If Seller fails to deliver goods and/or services in full conformance with all requirements of the Purchase Order in accordance with the schedule set forth in

the Purchase Order (the "Delivery Date"), in addition to any other rights or remedies Viasat may have hereunder, Viasat may direct Seller to make premium shipments of the late goods to Viasat and Seller shall pay for all increased costs for such premium shipments or any other accelerated delivery measures. Seller shall immediately notify Viasat in the event that 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 and the corrective action already undertaken or to be undertaken. 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. In the event that Viasat incurs any costs, penalties, fines, or fees from its customers as a result 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 rejected 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 when delivery occurs under the stated Incoterm.
- h. 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 reasonable 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 demonstrated 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), 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 (including a pro-rata refund of any fees paid by Viasat in advance).

6. CHANGES

Viasat may, at any time prior to the Delivery Date, by a written order, 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, and/or (iv) the place of inspection, acceptance, or point of delivery, or the specified location for services to be performed. 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 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 or customer representative or Viasat upon request, except that Seller's proprietary financial records may be disclosed exclusively to a government representative or customer 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 the purpose of 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, upon reasonable advance notice by Viasat, to allow Viasat's customer, 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 be in compliance 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 in excess of 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 by virtue 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 land. 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.

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 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. In addition, 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 except such rights as may exist under patent laws.

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 that 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 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.

c. 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 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."

d. The Seller warrants that all goods shall not in normal operating conditions emit fumes, liquids, electromagnetic radiation or noise which could be detrimental to people, the environment or the operation of other equipment.

11. WORK PRODUCT, INVENTIONS, AND DEVELOPMENTS

a. Any and all 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.

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.

d. Seller hereby assigns to Viasat, on creation, all rights, including all intellectual property rights, in and to all Work Product and Developments. Additionally, Seller hereby agrees to execute all documentation necessary to give effect to this assignment.

e. Seller must ensure and warrants that it has obtained from all authors and holders of any moral rights (as defined in the Copyright Act 1968 (Cth)) in the Developments and Work Product, consent to the following specific acts or omissions by Viasat and Viasat's successors, assigns or sub-licensees in relation to the Developments and Work Product:

(1) reproducing, publishing, adapting or communicating the Developments or Work Product to the public without attributing their authorship or otherwise identifying the author of the Developments; and

(2) subjecting the Developments or Work Product to derogatory treatment, namely, a material distortion, mutilation, or material alteration or the doing of anything else to the Developments or Work Product, including adapting, reproducing, publishing, communicating to the public, adding, deleting, editing or modifying the text, format or structure of the Developments or Work Product, in such a way as may prejudice the honour and reputation of the author.

f. 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 paragraphs, 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 disclaims to Viasat any and all claims, of any nature whatsoever, which Seller now or may hereafter have for infringement of rights assigned hereunder to Viasat.

g. 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.

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 other intellectual property rights, or misappropriation of any trade secret, as well as for any alleged unfair competition or passing off 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 and all expenses, losses, royalties, profits or damages, including court costs and attorneys' fees, resulting from any

such suit or proceeding, including any settlement. 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.

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 or breach 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, of 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 any and 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(X), 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 PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY INDIRECT LOSSES (BEING LOSSES THAT DO NOT ARISE NATURALLY, THAT IS ACCORDING TO THE USUAL COURSE OF THINGS, FROM A BREACH) 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, 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

Seller warrants that in performance of all services and goods supplied 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. This includes, without limitation: any anti-corruption laws that are applicable to Viasat, the Seller or this Purchase Order, including the United States Foreign Corrupt Practice Act of 1977, as amended, and the Australian Criminal Code 1995 (Cth) as amended; 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. 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. Seller agrees not to deliver, provide or use any equipment, system, or service that uses the telecommunications equipment or services, as a component of any system or as a technology as part of any system, produced by (1) Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, Kaspersky Lab, or ZTE Corporation (or any related body corporate, subsidiary or affiliate of any such entity); (2) any entity that the United States Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the governments of the People's Republic of China or Russian Federation; or (3) any of the restricted entities (or any subsidiary or affiliate of any such entity) identified in the Entity List, Supplement No. 4 to part 744 of the Export Administration Regulations (EAR), that is maintained by the U.S. Department of Commerce's Bureau of Industry and Security (BIS) and available at: https://urldefense.proofpoint.com/v2/url?u=https-3A_www.ecfr.gov/cgi-2Dbin%20retrieve%20CFR-3Fq%3D1-26SID-3D9ae4a21068f2bd41d4a5aee843b63ef1-26ty-3DHTML-26h-3DL-26n-3D15y2.1.3.4.28-26r-3DPART-3Dap1.5.2.744-5F122.4&d=DwlGaQ&c=icv3orpCv7C4ly8-ubDoUfxf5xIGWmptxGWP5vi5w&r=RbjjY9Zxv9QPww-2CQxXizPCGHDEQTx7ifxcZtuPOB4&m=ekqB8kWexQ8wRNbFObNXCXr9IAUkroguNpbj8B8RfPM&s=0qs2CUDGY6zyEzGzMyo2hOuZiTyJ_9Y6UkCHTmkMkh8&e=.

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 industry standard Conflict Minerals Report Template ("CMRT"), 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 1-800-20-8932 or 1-800-14-1924.

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) any special or supplemental terms and conditions (including any supplementary provisions or an existing written purchase agreement or basic ordering agreement in writing) agreed to by the parties, (ii) face of the Purchase Order, (iii) these General Terms and Conditions of Purchase, (iv) Statement of Work, (v) Specifications, and (vi) 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. In the event that 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 any and all claims or liabilities, including federal, state or local liability or penalties, 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.

g. Governing Law; Disputes. The Purchase Order shall be governed and construed in accordance with the laws of the State of Victoria, Australia, exclusive of its conflict of law provisions. 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. 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 either party referring such dispute to arbitration by written notice to the other party. Where a dispute under this Purchase Order is referred to arbitration then: (1) The arbitration proceedings and all communications related thereto shall be in English. (2) The arbitration shall be conducted by one (1) arbitrator. (3) The arbitrator must be a person agreed by the parties, however, if the parties fail to agree the arbitrator within 14 days after the relevant arbitration notice was delivered, the arbitrator will be the person nominated, at the request of either party, by the Chairman of the Victorian Bar Council or his or her nominee. (4) An arbitrator must: (i) be impartial, suitable and competent, (ii) not be an employee or ex-employee of a party or of an entity related to a party; and (iii) not be connected with the performance of the agreement. (5) The parties to the arbitration are entitled to legal representation. (6) The arbitrator will be bound by the rules of evidence in the conduct of the arbitration proceedings. (7) The arbitration proceedings will be subject to the then current arbitration rules of the International Chamber of Commerce. (8) Except as required by law, all arbitration proceedings and related documents and communications will be private and confidential as between the parties to the arbitration. (9) The seat of the arbitration and all preliminary conferences and hearings must be held in Melbourne, Victoria, Australia. (10) This clause and any disputes shall be governed by the laws of Victoria, Australia. 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 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. 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 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 the employee authorized to receive such communications.

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 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 Australian 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 are subject to U.S. export laws and regulations, and the laws of non-U.S. governments (including Australia) 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 applicable laws and regulations for all relevant jurisdictions. 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 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. In the event that 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 1-800-20-8932 or 1-800-14-1924. 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.

p. Information Technology Security. Seller shall: (i) protect the security, integrity and confidentiality of Viasat Confidential Information as set forth in the Purchase Order, (ii) protect against any anticipated threats or hazards to the security or integrity 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 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 security drills, Seller will provide access to: (i) any facility which Seller, its affiliates or any of its subcontractors used 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 security drills permitted under the Purchase Order. With respect to any audit or security 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, in order to meet the needs of its 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 or any other release of or unauthorized access to confidential information relating to the Purchase Order promptly, but not later than one business day, after discovery. 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. 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 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 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). 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 EEE 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 EEE items that will be included in or furnished as Work to Viasat. This includes subcontracts for commercial items, and for EEE parts or assemblies containing EEE parts.

Seller shall establish, document, implement, and maintain a Counterfeit Electronic Parts Prevention and Control Plan using industry standards SAE AS5553, and SAE AS6081 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 EEE 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 PRO02013) (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.

In the event that 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) business 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 the removal 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, 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.

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:

- i. Compulsory workers compensation insurance for the states and territories where services are to be performed (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. Public and products liability (also known as 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 twenty million dollars (\$20,000,000).
- iv. If services involve software development or have care, custody, control of personal information under the Privacy Act 1988 (Cth), personal financial information, or company privacy information, professional indemnity, errors and omissions & cyber liability insurance with a minimum limit of twenty-five million dollars (\$25,000,000).
- v. If aviation products and/or services are involved, aviation products liability of one hundred million dollars (\$100,000,000) 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 provide certificates of currency, and include Viasat as an interested party (or equivalent) (workers compensation and employer's liability coverages excluded) and evidencing that the coverages and policy endorsements required under the Purchase Order are maintained in force and that not less than thirty (30) calendar days written notice shall be given to Viasat prior to any modification, cancellation or non-renewal of the 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 USA, and all certificates of currency shall be emailed to riskmanager@viasat.com.

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 Work 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. 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 the General Data Protection Regulation ((EU) 2016/679), the Privacy Act 1988 (Cth) or any other law or regulation relating to data protection and privacy directly applicable to the Seller, 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 and includes personal information under the Privacy Act 1988 (Cth).