

## General Terms and Conditions of Purchase ViaSat, Inc.

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"). The Purchase Order constitutes the entire agreement between ViaSat, Inc. ("ViaSat") and Seller with respect to the purchase of the goods and/or services described herein and supersedes all prior oral and written communications related thereto. 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.

### 1. AGREEMENT

This 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 performance or partial performance under the Purchase Order, shall constitute 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. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this 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 this 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 this 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 this Purchase Order.

### 2. GOODS

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.

### 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 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, terms of payment shall be net 30 days after the later of: (a) ViaSat's receipt of Seller's correct invoice; or (b) ViaSat's acceptance of the applicable goods or services.
- d. ViaSat shall be entitled to setoff against the price any sums owed to the ViaSat by Seller.

### 4. TITLE AND DELIVERY

- a. Unless otherwise expressly provided herein, all goods delivered to ViaSat shall be FCA (Incoterms 2010) ViaSat'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. All customs, duties, costs, taxes, insurance premiums and other expenses relating to such transportation and delivery shall be at Seller's sole cost and expense. 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. Time is and shall remain of the essence with respect to 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 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. 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.

- c. If the goods and/or services ordered by ViaSat are delivered more than thirty (30) business 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.
- d. Packaging and packing of all goods shall be in accordance with good commercial practices and adequate to assure safe arrival at the destination. 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.
- e. 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>.
- f. Title in the goods shall pass to ViaSat upon delivery, unless payment for the goods is made prior to delivery, when it shall pass to ViaSat once payment has been made and the goods have been appropriated to the Purchase Order. Risk of damage to or loss of the goods shall pass to ViaSat upon delivery to ViaSat in accordance with the Purchase Order.

### 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 Seller exercises due diligence in promptly notifying ViaSat of conditions that will result in delay. The default of a subcontractor or supplier 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

- a. 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; and/or (iv) the place 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 20 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.

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 this Purchase Order or assess materials, goods, or equipment (e.g. audits or cycle counts). Seller shall provide Buyer'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 Buyer'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 advanced notice by ViaSat, to allow ViaSat's customer or the Government's 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 this 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 are subject to final inspection and acceptance by ViaSat. Notwithstanding any payments or prior inspections, all goods shall be subject to such final inspection and acceptance within thirty (30) days after delivery of the goods at ViaSat's facility. The criteria for acceptance of all goods shall be compliance with the Purchase Order and the applicable Seller specifications in effect as of the date of the Purchase Order unless such specifications have been superseded by other specifications agreed to between ViaSat and Seller.

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.

## 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 proscribed 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.

## 9. CONFIDENTIAL INFORMATION

a. Seller shall keep confidential all designs, processes, drawings, specifications, reports, data 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. Upon completion or termination of the Purchase Order, Seller shall return all written materials 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.

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, provided that data required to be disclosed by the Federal Funding Accountability and Transparency Act (FAR 52.204-10) will be made public as required. 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 that all goods 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; (iii) to the extent Seller knows or has reason to know the particular purpose for which ViaSat intends to use the goods or services, be fit for such particular purpose; and (iv) 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. The approval of designs, inspection, acceptance, or payment by ViaSat shall not relieve Seller of its warranty obligations hereunder.

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

## 11. INTELLECTUAL PROPERTY

All goods produced by Seller pursuant to ViaSat's designs or specification, and all inventions, improvements, developments and discoveries conceived, discovered or first reduced to tangible work product by Seller and relating to the goods produced by Seller pursuant to ViaSat's designs or specifications shall be the sole property of ViaSat. Seller does hereby assign fully to ViaSat all such inventions, improvements, developments and discoveries, and all intellectual property rights therein.

## 12. INDEMNITY

a. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against ViaSat or its agents, 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, and Seller further agrees to indemnify ViaSat, its agents and customers against any and all expenses, losses, royalties, profits and 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 counsel in any such suit or proceeding if it so desires, provided that the costs of such 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: (i) made in accordance with ViaSat's specifications, if the alleged infringement would not have occurred but for conformance with such specifications; or (ii) which are modified 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 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, 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, plus a fair and reasonable profit on such costs. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

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 of the terms and conditions of this 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) sustained by reason of 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.

**14. LIMITATION OF LIABILITY**

**EXCEPT WITH RESPECT FOR LIABILITY UNDER SECTIONS 9, 11, AND 12, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE SALE OR USE OF ANY GOODS OR SERVICES FURNISHED PURSUANT TO THIS 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**

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 and ordinances. Upon request, Seller agrees to provide reasonable documentation establishing Seller's compliance with such laws and/or issue certificates 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 agrees to indemnify and save harmless and defend ViaSat for any breach of this clause.

b. For orders placed in support of a U.S. Government Contract meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, FAR clause 52.244-6 "Subcontracts for Commercial Items and Commercial Components" and DFARS clause 252.244-7000 "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)" are incorporated herein by reference. These clauses flow down the following additional FAR and DFARS clauses: (In all clauses listed herein the terms "Government" and "Contractor" shall be revised to identify properly ViaSat and Seller under the Purchase Order).

52.219-8	Utilization of Small Business Concerns
52.203-13	Contractor Code of Business Ethics and Conduct (41 USC 251)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Affirmative Action for Workers with Disabilities
52.222-50	Combating Trafficking in Persons (22 USC 7104(g))
52.247-64	Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 USC 1241 and 10 USC 2631)
52.247-64	Preference for Privately-Owned U.S.-Flagged Commercial Vessels
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 USC 2533b)
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea (10 USC 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (10 USC 2631)

In addition, the following clauses are incorporated herein by reference:

FAR 52.222-54	Employment Eligibility Verification
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**16. 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 at the time of the PO award.

Seller acknowledges that it has available to it all specifications, drawings and data referenced in this PO 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) face of the Purchase Order; (ii) any special or supplemental terms and conditions (including any supplementary provisions) agreed to by the parties; (iii) Statement of Work; (iv) these General Terms and Conditions of Purchase; (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/Insurance. 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. Seller shall maintain all necessary insurance coverages, including public liability and Workers' Compensation insurance. Seller shall indemnify and save harmless and defend ViaSat from any and all claims or liabilities arising out of the work covered by this paragraph.

f. Assignment. No part of the Purchase Order may be assigned without ViaSat's prior written consent.

g. Disputes. This Purchase Order shall be governed and construed in accordance with the laws of the State of California, 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 this Contract pending the final disposition of any dispute hereunder. If Seller is a United States company, 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-US company, all disputes, claims or controversies arising under or in connection with this 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 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. If any provision of the Purchase Order is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of the Purchase Order and shall not affect or impair the validity or enforceability of the remaining provisions of the Purchase Order.

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. 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. Seller may not use ViaSat's name in any public statements nor otherwise disclose the existence or content of the Purchase Order without ViaSat's express 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. Amendments. This Purchase Order may be amended or supplemented only by a writing that refers explicitly to the Purchase Order and that is signed on behalf of both parties.

m. Entire Agreement. This Purchase Order constitutes the entire agreement 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.

n. 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.

o. 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: PO 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.

p. International. Payment will be in US dollars unless otherwise agreed to be specific reference in the Purchase Order. Seller agrees that ViaSat or its designee may exclusively use the value of the Purchase Order to satisfy any of its international offset obligations with Seller's country. Seller agrees to comply with all applicable export or import regulations (including but not limited to the International Traffic in Arms Regulations (ITAR)) in the performance of the Purchase Order and Seller shall indemnify 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 the ITAR. Seller agrees to indemnify and save harmless and defend ViaSat for any violation of the ITAR.

q. 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 this 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 the business entity have 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 have been significant overpayment(s) on contracts, other than overpayments resulting from contract financing payments as defined in FAR 32.001.

r. IT Security Seller shall: (i) protect the security, integrity and confidentiality of ViaSat Confidential Information as set forth in this Agreement, (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 IT Security Questionnaire provided by ViaSat.

s. 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 this Agreement 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.

t. Representations re: Forced 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. Seller further represents and warrants that all labor used in the creation of the goods and/or services that are the subject of this 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 this Purchase Order.