

1. INTERPRETATION & ACCEPTANCE OF PURCHASE ORDER (“PO”). The following terms apply to the purchase of Goods and/or Services (as defined below) and are hereby incorporated into this Purchase Order (“PO”). This PO is between the supplier (“Supplier”) and IntelSat US LLC or other IntelSat entity (“IntelSat”) as indicated on the PO. This PO becomes a valid and binding agreement of the parties upon the earlier of: (i) IntelSat’s receipt of a signed copy of this PO from Supplier; (ii) Supplier starting performance under this PO or provision of Goods; or (iii) Supplier providing IntelSat with written acknowledgement. Except for terms expressly agreed to in writing and signed by an IntelSat Supply Chain Representative (as defined below), any terms that contradict this PO are not valid.

2. DEFINITIONS. As used throughout this PO, the below terms shall have the following meanings (whether capitalized or not):

(a) “Goods” and “Services” means the goods, services, software licenses, plans, drawings, information, data, documents, deliverables or other items constituting the subject matter of this PO, which are to be furnished by the Supplier to IntelSat.

(b) “Supply Chain Representative” means any individual duly authorized by IntelSat to purchase or contract for Goods or Services.

3. PRICE WARRANTY. Supplier warrants that the prices, terms, warranties, and benefits under this PO are comparable to or better than those offered to any other of Supplier’s customers for the same or substantially similar Goods and/or Services.

4. PAYMENT. Unless specified otherwise on the face of this PO, the terms of payment are net sixty (60) days after receipt by IntelSat of an accurate and complete invoice. Invoices shall be delivered in accordance with the schedule specified on the face of this PO and only after delivery, inspection and acceptance by IntelSat. In the event of a delay in delivery or performance, due to no fault or negligence of IntelSat, IntelSat may suspend payments for the duration of such delay.

Supplier shall electronically submit invoices to accountspayable@intelsat.com. IntelSat will not be responsible or liable for payments delayed due to the following invoice information not provided by the Supplier: PO number, Requestor’s name, invoice number, description of Goods or Services invoiced, invoice date, Supplier name and point of contact, remit to address and a breakout of tax and freight charges (if applicable). Any invoice with missing or incorrect information will be rejected back to the Supplier.

5. SETOFF/DISPUTE. IntelSat may withhold any amount due or payable to Supplier that IntelSat disputes in good faith, pending resolution of the dispute. IntelSat may set off against any invoices issued to it under this PO any amounts owed by Supplier to IntelSat under this PO or under any other agreement between IntelSat and Supplier.

6. DELIVERY. Supplier agrees to deliver the Goods and/or Services ordered herein in accordance with the delivery schedule. Shipment of Goods will be F.O.B destination, freight prepaid, unless otherwise set forth on the front of this PO. Title to the Goods and risk of loss or damage shall pass to IntelSat upon IntelSat’s inspection and acceptance under Section 7, regardless of where IntelSat takes physical possession. If at any time prior to the scheduled delivery date specified for each item it appears that delivery may be delayed, Supplier agrees to notify IntelSat immediately and shall propose in writing a new delivery date for acceptance by IntelSat, in its sole discretion. Packing and shipping shall be provided by Supplier to prevent damage in transit in accordance with best commercial practices and any instructions from IntelSat. The packing slip shall include PO number, part numbers, quantity shipped, quantity ordered, quantity back-ordered, and description of Goods. Unless otherwise provided in this PO, Supplier is responsible for and must prepay all transportation and insurance charges with respect to any items to be shipped hereunder. The transportation charges shall be indicated on this PO and charges shall not exceed the negotiated rate. If Supplier is delinquent in delivery, IntelSat may require shipment by the fastest means available, and any premium transportation charges therefor shall be Supplier’s responsibility.

7. INSPECTION AND ACCEPTANCE. Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all materials, equipment and services are subject to final inspection and acceptance or rejection by IntelSat. IntelSat may test and inspect all Goods or a sample at IntelSat’s option, and IntelSat shall have the right to reject all or any portion of the items or lot of items if any such inspection reveals them to be, in IntelSat’s reasonable opinion, defective or nonconforming. IntelSat may review all Services and shall the right to reject all or any part of Services not performed to IntelSat’s reasonable satisfaction. At no additional cost to IntelSat, rejected supplies shall be corrected or replaced, and rejected Services shall be re-performed in an acceptable manner. IntelSat may at any reasonable time inspect Supplier’s facilities that will or may be used in the performance of this PO, including work-in-progress under this PO.

8. COMPLIANCE WITH LAWS. Supplier warrants that it will comply with all applicable laws and regulations of the United States (including federal, state, and local laws and regulations) and applicable foreign jurisdictions and the conditions of all applicable United States and foreign government approvals, permits, licenses and agreements. Without limiting the generality of the foregoing, Supplier shall not take any action that would cause IntelSat to be in violation of U.S. anti-boycott laws under the U.S. Export Administration Act, the U.S. Internal Revenue Code, the Occupational Safety and Health Act, or any regulation thereunder, or of any similar regulations of foreign jurisdictions.

9. EXPORT. Supplier warrants and covenants that it has complied and will comply with all applicable U.S. export control laws and regulations, including

Export Administration Regulations and the International Traffic in Arms Regulations. Supplier shall notify IntelSat of any export licensing requirements or other restrictions applicable to the export of the Goods purchased by IntelSat under this PO.

10. CHANGES. Upon written notice to Supplier, IntelSat shall have the right, at IntelSat’s sole discretion, to make changes within the scope of this PO, including additions to or omissions from the Goods or Services, and Supplier shall promptly proceed with this order as changed; provided, however, no additional charges will be allowed as a result of such change unless a duly authorized representative of IntelSat authorizes such additional charge in writing in advance. If any such changes cause an increase or decrease in the time or resources required for the Goods or Services, an equitable adjustment to this PO shall be made. Any claim for an adjustment to the prices or delivery schedule must be made by Supplier within fifteen (15) days after the date of its receipt of IntelSat’s notice of such change.

11. TERMINATION.

(a) Termination for Convenience. IntelSat may, at any time terminate by written notice this PO in whole or in part for its convenience, whereupon Supplier shall cease performance in accordance with the terms of said notice. Upon such cancellation, IntelSat shall make payment to Supplier, after receipt of Supplier’s final invoice, only for unavoidable expenses reasonably incurred and for Services already satisfactorily completed in the judgment of IntelSat or Goods already delivered and finally accepted by IntelSat, by the date of IntelSat’s termination notice.

(b) Termination for Default. IntelSat may, by written notice to Supplier, immediately terminate this PO, in whole or in part, if Supplier (a) fails to perform its obligations in accordance with this PO, including the delivery schedule; (b) fails to make progress so as to ensure completion of its obligations; (c) fails to comply with any of the provisions of this PO, including any applicable requirement of law; or (d) if Supplier files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due. In the case of termination under subparts (a), (b) or (c) of the preceding sentence, IntelSat’s rights to terminate for default may be exercised if Supplier fails to cure within ten (10) days from the date of written notice by IntelSat to Supplier of such failure. In the event of termination under this Section 11, Supplier shall refund to IntelSat all amounts previously paid to Supplier, if any, under the terminated PO, except with respect to Services already satisfactorily completed in the judgment of IntelSat or Goods already delivered and finally accepted by IntelSat, by the date of IntelSat’s termination notice and IntelSat shall have no further liability or obligation of payment upon termination. The rights and remedies of IntelSat provided in this Section 11 are in addition to any other rights and remedies provided under law or equity, or provided elsewhere in this PO.

12. WARRANTY.

(a) Supplier warrants and covenants to IntelSat, that, for a period no less than one (1) year from the date of delivery, all Goods and Services provided under this PO will be free from defects in material and workmanship, in accordance with the practices and highest of professional standards used in the industry, in conformity with applicable specifications, drawings and other descriptions, and suitable for the intended purpose. If any of the items provided pursuant to this PO are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this PO at any time within the period of warranty, IntelSat, in addition to any other rights that it may have, shall have the right, (i) with respect to Goods to reject and return such Goods at Supplier’s expense (including IntelSat’s handling charges) and/or require that such items be corrected or replaced immediately with satisfactory Goods at Supplier’s sole expense and (ii) with respect to Services, to reject such Services and require re-performance thereof in accordance with the requirements of this PO at Supplier’s sole expense. Upon notice that nonconforming items have been furnished, the warranty period shall be suspended until the nonconforming Goods have been repaired or replaced and redelivered to IntelSat, postage or freight prepaid, or in the case of nonconforming Services, have been corrected. The unexpired portion of the warranty shall be applicable to the repaired, replaced or corrected conforming Goods and/or Services.

(b) Supplier warrants and covenants that, unless otherwise specified in this PO, the Goods to be delivered hereunder shall consist of new materials (not used, reconditioned or surplus).

(c) Supplier warrants and covenants that: (i) Supplier is either the owner of, or authorized to distribute and pass to IntelSat all right, title and interest in, the items to be provided under this PO, and shall provide good and marketable title to all Goods, free and clear of any liens and encumbrances of any kind at the time of delivery; (ii) Supplier is either the owner of, or is authorized to use and incorporate, any intellectual property utilized, practiced or embodied in any Goods or Services purchased by IntelSat hereunder, and IntelSat shall not be required to pay any license fees or royalties apart from those included in the PO price(s) for use of any such intellectual property. All proprietary works generated pursuant to this PO that may qualify as “works made for hire” under the U.S. Copyright Law (17 U.S.C. 101 et seq) shall be considered a work made for hire, and IntelSat shall accordingly be the author and exclusive owner of such works.

(d) Supplier represents and warrants that it has the right power and authority to enter into this PO, which constitutes a legal, valid and binding obligation of Supplier, and that fulfillment of its obligations under the PO will not violate any existing law or regulation of any governmental authority, or any contract to which Supplier is subject.

13. INDEMNIFICATION. Supplier shall indemnify, hold harmless and defend Intelsat and its affiliates, and their respective officers, directors, employees, agents, consultants, joint venture and other partners and shareholders, customers and users, and successors and assigns, against all loss, damage, liability or expense resulting from (i) any acts or omissions of Supplier or breach of any representation, warranty or covenant by Supplier; (ii) damage to all property and injuries, including death, to all persons (natural or juridical), arising from any act or omission of Supplier, its agents, employees or subcontractors; (iii) any claims arising from Supplier's failure to comply with applicable laws, regulations, approvals, permits, licenses or agreements in accordance with Section 8; or (iv) any claims, actions, suits and proceedings, whether in law or equity, alleging that any Goods or Service provided under this PO, including manufacture or preparation thereof, or the use, lease, sale or other disposition thereof, infringes any intellectual property right of any third party, worldwide. In the event an injunction or other order preventing the use of any Goods or Services acquired hereunder, or any portion thereof, is issued, Supplier shall, at Intelsat's discretion and at Supplier's sole expense, obtain the right for Intelsat to continue using same or modify any such Goods or Services to render them non-infringing. In the event either of the foregoing options is not suitably accomplished by Supplier, Supplier shall be liable to Intelsat and other indemnified parties for all additional costs and damages resulting from such order.

14. LIMITATION OF LIABILITY. IN NO EVENT, UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT OR IN TORT, SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR BUSINESS INJURY OR LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THIS ARTICLE SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, BREACH OF CONFIDENTIALITY UNDER SECTION 16, IN THE EVENT OF ACTIONS OR INACTIONS CONSTITUTING GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, OR AS EXPRESSLY PROVIDED ELSEWHERE IN THIS PURCHASE ORDER.

15. INSURANCE. During the Term, Supplier shall have and maintain in full force and effect, at its sole cost and expense, insurance of the type and in the amount that is adequate to meet Supplier's potential liabilities under this PO. The insurance coverage shall be placed with an admitted insurance company with a current minimum A.M. Best rating of A – (minus) VII. Such certificate of coverage shall be sent to Intelsat upon request. The limits of coverage shall not be construed as a limitation of any potential liability, and failure to request evidence of this insurance shall in no way be construed as a waiver of Supplier's obligation to provide the agreed insurance coverage. Such insurance shall include:

- (a) Commercial General Liability: no reduction/limitation of the standard contractual liability provided by the CGL policy with said coverage not being less than One Million Dollars (\$1M) per occurrence and Two Million Dollars (\$2M) general aggregate.
- (b) Commercial Automobile Liability: (if motor vehicles are used during performance of this PO) in the amount of One Million Dollars (\$1M) or equivalent, combined single limit for bodily injury and property damage each accident (no aggregate) including Owned, Non-owned and Hired vehicles used in the course of work.
- (c) Excess Liability: with said coverage not being less than Two Million Dollars (\$2M) per occurrence in excess of the limits of the Commercial General Liability insurance.
- (d) Workers' Compensation: statutory compensation in compliance with all laws of the jurisdictions where the work is performed
- (e) Employers Liability: in the amount of One Million Dollars (\$1M) for bodily injury for each accident, employee disease and disease policy limit.
- (f) Cyber Liability: (if Supplier's Goods or Services involve access to personally identifiable information of any persons) coverage for privacy and network security liability with a per claim limit of ten million dollars (\$10M)

16. CONFIDENTIALITY. During the course of providing Goods or Services to Intelsat, Intelsat, or any of its affiliates, officers, agents, servants, employees, or other contractors or subcontractors in connection with this PO, may disclose certain Intelsat data or information, either written or orally, to Supplier ("Confidential Information"). Supplier shall:

- (a) Keep the Confidential Information in confidence and in the same manner as the Supplier maintains its own Confidential Information, or, at minimum, as a reasonable person would under the circumstances;
- (b) Make no copies of the Confidential Information, in whole or in part, except for a reasonable number of copies necessary for delivering the Goods or performing the Services. All copies shall reproduce, without modification, any and all proprietary markings and other legends contained thereon;
- (c) Not disclose the Confidential Information (or any copy or portion thereof) to any third party; and
- (d) Use the Confidential Information only for the purposes directly related to the Goods or Services specified herein.

The restrictions on use and disclosure set forth above shall not apply to such Confidential Information if the same:

- (a) Is within, or later falls within, the public domain, through no fault of Supplier and no breach of this PO, provided however that a governmental entity, domestic or foreign, shall not be considered as the general public;
- (b) Is used or disclosed by Supplier in a manner approved by Intelsat in advance and in writing; or

(c) Is made available by Intelsat to a third party on an unrestricted, non-confidential basis.

Upon termination of this PO, or earlier as provided herein or requested by Intelsat, all written copies thereof and portions thereof remaining in the Supplier's possession shall immediately be returned to Intelsat or destroyed, and such return or destruction certified by the Supplier.

If Supplier commits a breach, or threatens to commit a breach, of any provision on this Section, Intelsat, in addition to any other remedies which may be available to it at law or equity, be entitled to obtain equitable relief in order to enforce its rights hereunder.

17. PROPERTY. Property includes property and/or information, including without limitation drawings, specifications, data and the like, furnished to Supplier for performance of this PO. Title thereto shall remain with Intelsat at all times. Any items, tools, materials, data or other technical information developed or created by Supplier in the performance of this PO shall, upon development or creation, become the proprietary property of Intelsat. Supplier shall bear the risk of loss or damage to such property furnished by Intelsat unless such loss or damage is solely and directly caused by Intelsat's negligence. All such Intelsat-furnished property, together with spoiled and surplus materials, shall be returned to Intelsat (at Supplier's expense) at termination or completion of this PO unless Intelsat shall otherwise direct.

18. ASSIGNMENT. Supplier shall not assign this PO or any interest herein including performance or any amount that may be due or may become due hereunder, without Intelsat's prior written consent. Supplier shall not subcontract the completion/delivery of the Goods/Services or any substantial portion without the prior written consent of Intelsat.

19. APPLICATION LAW. This PO shall be governed and interpreted in all respects by the laws of the State of New York, without regard to any conflict of law provisions. The United Nations' Convention for the International Sale of Goods, shall not apply to this PO or any transaction or performance contemplated hereunder. Both parties irrevocably agree that the Alexandria Division for the United States District Court for the Eastern District of Virginia, or when such court lacks jurisdiction, the Fairfax Circuit Court, shall be the venue for adjudicating any dispute arising under this PO, except that Intelsat shall also have the right to take proceedings against Supplier in the national courts of the jurisdiction of Supplier's incorporation.

20. NON-WAIVER. All rights and remedies conferred under this PO or otherwise shall be cumulative and may be exercised singly or concurrently. Failure by either party to enforce any of its rights hereunder shall not be deemed a waiver of future enforcement of such rights or any other rights.

21. SEVERABILITY. If any provision of this PO is held to be invalid or unenforceable, it shall not affect any other provision of this PO, and the invalid or unenforceable provision shall be curtailed or limited only to the extent necessary to permit compliance with the minimum legal requirements, in a manner as consistent as possible with the original intentions of the parties and the economic position contemplated in the PO.

22. CONFLICT OF INTEREST. Supplier shall report to Intelsat any form of inducement or payment, which is given, directly or indirectly, at any time, by or on behalf of the Supplier to any Intelsat employee, agent or affiliate in connection with this PO. If Intelsat determines that any such gratuity has been given for the purpose of obtaining this PO or favorable treatment under this PO, Intelsat shall be entitled to treat the giving of such gratuity as a material breach of this PO, and to terminate this PO under the provisions of Section 11. Further, Seller warrants and covenants that it is familiar, and shall comply, with the requirements of the Foreign Corrupt Practices Act in effect during the term of this PO.

23. PUBLIC RELEASE OF INFORMATION. Suppliers shall not issue any media releases, public announcements or public disclosures, denial or confirmation of this PO or the subject matter hereof, and shall not release any promotional or marketing material bearing Intelsat's or any of its affiliates' name or logo. Only Supplier disclosures required by legal, accounting or regulatory requirements may be made without Intelsat's prior written approval.

24. ENTIRE AGREEMENT. The provisions contained in this Purchase Order constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous communications, representations, and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

25. SURVIVAL. The following provisions of this PO shall survive any termination or expiration of this PO: sections 5, 13, 14, 16, 17, 19 through 21, 24 and 25.