

Terms and Conditions for Contractors

Viasat, Inc.

Terms and Conditions for Contractors

The terms and conditions set forth below, together with the written information contained in the statement of work and/or purchase order, all attachments and exhibits thereto 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 services described in the purchase order/statement of work and are incorporated herein and made a part of the purchase order and statement of work (collectively referred to herein as the "**Agreement**"). The Agreement is between the contractor performing services hereunder (the "**Contractor**") and Viasat, Inc. ("**Viasat**").

1. 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 Contractor individually or jointly with others in the performance of the Agreement or related to services performed for or on behalf of Viasat under the Agreement (hereinafter termed "**Developments**") shall be the exclusive property of Viasat. Contractor 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) Contractor agrees to promptly disclose all such Developments to Viasat and to execute such documents and provide such assistance (at the expense of Viasat or its designee) as are reasonably required to enable Viasat or its designees to patent or otherwise protect such Developments in any country of the world. To the extent permitted by law, Contractor further agrees to waive in favor of Viasat all moral rights, which Contractor may have in and to such Developments.

(c) All writings, drawings and any other graphic or recorded materials in any form (including computer programs or parts thereof) prepared by or for Contractor in the performance of services to Viasat under the Agreement (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 any period of performance under the Agreement for any reason or at such other time as Viasat may request.

(d) To the extent that Contractor's Work Product or Developments are copyrightable or patentable, Contractor shall and hereby does assign all such copyrights and patent rights to Viasat. Additionally, Contractor hereby agrees to assign, and execute all documentation necessary to assign all copyrights and patent rights as to Work Product and Development created by Contractor under the Agreement.

(e) In the event that Viasat is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified in the preceding paragraph, Contractor hereby irrevocably designates and appoints Viasat and its duly authorized officers and agents as an agent and attorney in fact of Contractor, which appointment is coupled with an interest, to act for and on Contractor'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 Contractor. Contractor hereby waives and quitclaims to Viasat any and all claims, of any nature whatsoever, which Contractor now or may hereafter have for infringement of rights assigned hereunder to Viasat.

(f) Contractor hereby warrants, for itself and its employees and contractors, that: (i) it will not furnish to Viasat, or use without proper authorization any confidential or proprietary data of a third party; and (ii) to the best of its knowledge, none of the Work Product or Developments to be furnished hereunder will infringe upon any intellectual property rights of any third party. Viasat's approval or acceptance of Work

Product or Deliverables shall not relieve Contractor of its obligations to comply with the specifications and other requirements applicable thereto.

2. CONFIDENTIAL INFORMATION AND TRADE SECRETS.

(a) In connection with the services that Contractor provides to Viasat under the Agreement, Contractor and/or its employees and contractors may have access to highly sensitive, confidential, business, financial, and other proprietary information of Viasat, which, if used without Viasat's consent, could cause severe and irreparable harm to Viasat. In view of the fact that the performance of services under the Agreement may bring Contractor and/or its employees and contractors into contact with confidential matters of Viasat, including: (i) technical information, such as know-how, formulas, computer programs, secret processes or machines, inventions or research projects; (ii) business information, such as information about costs, profits, markets, sales, lists of customers, lists of suppliers or business plans; (iii) plans for future development; (iv) trade secrets or confidential information of third parties in the possession or control of Viasat; (v) Personal Data (as defined herein); and/or (vi) other information of a similar nature not generally known outside Viasat, Contractor, for itself and its employees and contractors, agrees to keep all such matters confidential, whether or not developed by Contractor, and further, Contractor, for itself and its employees and contractors, agrees not to use or disclose them to anyone outside of Viasat, either during or after the expiration or termination of any period of performance under the Agreement, except with the written consent of Viasat. Contractor agrees that any information that is considered a trade secret under California law shall be kept confidential by Contractor and/or its employees and contractors for as long as such information constitutes a trade secret. Contractor further agrees that any confidential and proprietary information not rising to the level of a trade secret shall be kept confidential by Contractor and/or its employees and contractors.

(b) Contractor agrees that upon expiration or termination of any period of performance under the Agreement, Contractor will promptly deliver to Viasat all tangible equipment, materials, records, documents or other property of Viasat in its or its employees' possession or control, including, without limitation, any computer files, drawings, memoranda, log books, notebooks, correspondence, customer lists, supplier lists, and computer discs, containing such confidential information.

(c) 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. If no such agreement exists, information disclosed in any manner or at any time by Contractor to Viasat shall not be deemed secret or confidential and Contractor shall have no rights against Viasat with respect thereto except such rights as may exist under patent laws.

3. PERSONAL DATA PROTECTION

a. Contractor shall collect, access, use, maintain, or disclose (collectively, "**Process**") Personal Data only as necessary to fulfill its obligations under the Agreement, and only on behalf of and for the benefit of Viasat. All other uses of Personal Data are strictly prohibited. Viasat exclusively owns all Personal Data and does not grant to Contractor 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 Contractor receives or derives in any manner from any source in the course of performing under the Agreement.

b. Contractor shall comply with all applicable federal, state, or international laws or regulations relating to the privacy or protection of Personal Data, including as such laws may be updated, amended, or replaced from time to time (collectively, "**Data Protection Laws**"). Contractor shall not engage in activity that may constitute a sale of Personal Data under the Data Protection Laws or disclose Personal Data

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outside of the direct business relationship between Contractor and Viasat. Contractor will assist Viasat at no additional charge in timely honoring deletion requests or other data rights requests that Viasat may receive from time to time relating to Personal Data, in accordance with the Data Protection Laws.

c. Insofar as Contractor Processes Personal Data of individuals located outside of the United States under the Agreement, Contractor and Viasat, at the request of Viasat, shall execute a separate data processing addendum with terms to be agreed to by the parties that address the party's obligations under the Data Protection Laws.

4. INFORMATION TECHNOLOGY SECURITY.

(a) Contractor shall: (i) employ administrative, physical, and technical measures to protect the security, integrity and confidentiality of Viasat confidential information as set forth in the Agreement; (ii) protect against any anticipated threats or hazards to the security or integrity of such Viasat confidential information; and (iii) protect against any unauthorized access to or use of such Viasat confidential information. If applicable, Contractor shall complete the Information Technology Security Questionnaire provided by Viasat.

(b) Contractor shall notify Viasat no later than one (1) business day after discovery of any known or suspected unauthorized access to or disclosure of Viasat confidential information in the custody or control of Contractor, including Contractor's (or its subcontractor's) systems or facilities containing Viasat confidential information ("**Security Incident**"). Contractor, 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 Security Incident, including, at the instruction of Viasat, assist Viasat in its compliance with Security Incident notification obligations under the Data Protection Laws, and facilitate determination by Viasat of whether the Security Incident was effectively mitigated. Contractor will bear all costs and expenses incurred by Viasat related to the Security Incident 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 Incident.

5. STATUS OF CONTRACTOR.

(a) It is mutually agreed that Contractor and its employees, contractors, subcontractors, and agents are independent contractors, not employees, participants in a joint venture, partners, or agents of Viasat for any purpose whatsoever. Contractor shall not make any representation, expressed or implied that Contractor is an employee, agent, or legal representative of Viasat, nor is Contractor authorized to assume or incur any liability or obligation of any kind to any third party in the name of or on behalf of Viasat. Contractor shall indemnify, defend, and hold harmless Viasat, its directors, officers, employees, attorneys and agents, from any and all claims or liabilities, including federal, state or local liability or penalties related to alleged misclassification or claims or liabilities otherwise arising out of the work covered by this paragraph.

(b) Viasat shall have no right to, and shall not control the manner or prescribe the method by which the services are performed by the Contractor hereunder.

(c) Contractor's fees and payments are to be the total payment for Contractor's work paid by Viasat and are to include, without limitation, all of the appropriate overhead, fringe, and business costs of the Contractor's business, and Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by Viasat to its employees and have not been promised any such benefits. As such, Contractor acknowledges and agrees that it shall have no claim against Viasat for any benefits, including, without limitation, vacation pay, holiday pay, sick pay, retirement benefits, medical benefits, life insurance, equity or bonus awards, worker's compensation, disability, unemployment benefits, or any federal, state, or other employee benefits not mentioned above.

(d) Amounts due Contractor shall be paid within ninety (90) days after the receipt of an invoice from Contractor in a form acceptable to Viasat.

(e) Contractor agrees that as an independent contractor, Contractor is fully responsible for the payment of all taxes, including

federal, state, and local income taxes, self-employment taxes, Social Security taxes, unemployment taxes, workers' compensation or other disability insurance and any other similar obligations arising out of monies paid to Contractor under the Agreement. Contractor shall reimburse Viasat on request for any expense, penalty, or liability incurred by Viasat as a result of Contractor's failure to pay any such taxes or charges.

(f) Furthermore, Contractor agrees to indemnify, defend, and hold Viasat, its directors, officers, employees attorneys and agents, harmless from and against any federal, state, or local liability or penalties that may arise from the payments made to Contractor pursuant to the Agreement.

(g) Except as otherwise provided herein, nothing in the Agreement shall be for the benefit of any third party, and no third party shall derive any rights by virtue of its provisions.

(h) Contractor warrants that Contractor is duly organized, validly existing and in good standing under the laws of the State in which Contractor is organized or incorporated, and has the requisite authority to execute and deliver the Agreement.

(i) Contractor warrants that no employee, agent, contractor or subcontractor of Contractor who will perform services under the Agreement has been dishonorably discharged from the military or indicted on or convicted of any felony or misdemeanor for which jail time was served in excess of five (5) days.

6. PROHIBITION OF ASSIGNMENT AND SUBCONTRACTING.

Contractor may assign no rights under the Agreement or otherwise transfer any interest in the Agreement without the prior express written approval of Viasat. Any attempted assignment by Contractor shall be null and void. Contractor may not subcontract the work, or any portion of the work, to be performed under the Agreement, without Viasat's prior written consent. Contractor shall require all subcontractors to comply with the terms of the Agreement to the extent applicable to the obligations of Contractor that are performed by the subcontractor, and Contractor shall remain fully liable for the acts or omissions of any subcontractor in relation to performance under the Agreement.

7. INDEMNITY.

Contractor agrees to indemnify, defend and hold harmless Viasat, its directors, officers, employees, attorneys and agents, from and against any and all suits, actions, claims, demands, liens, losses, damages, fines, judgments or decrees, and any expenses in connection with same, including, without limitation, attorneys' fees, based upon or arising out of: (i) loss or damage to tangible property or personal or bodily injury (including death) resulting from the negligence, willful misconduct or strict liability in tort of Contractor or any of its employees, contractors, subcontractors, or agents and even if occurring to any such employees, contractors, subcontractors, or agents in connection with the Agreement; (ii) the violation of any statute, ordinance or regulation by Contractor or any of its employees, contractors, subcontractors, and agents; (iii) any claim that Contractor or any of its employees, contractors, subcontractors, or agents is not an independent contractor of Viasat; (iv) any claim that any employee, contractor, subcontractor or agent, of Contractor is not an employee of Contractor; (v) any claim by an employee, contractor, subcontractor, or agent of Contractor for workers' compensation or other employee benefits from Viasat; (vi) any willful or grossly negligent act or omission of Contractor, its employees, contractors, subcontractors, or agents; (vii) failure to comply with any obligations relating to Personal Data; or (viii) any breach of the Agreement.

8. INSURANCE.

(a) Contractor shall maintain its own insurance covering automobile liability, general liability, and workers' compensation (or personal medical coverage) with reliable insurance companies in such amounts and against such risks as is carried by responsible companies engaged in similar businesses. Contractor shall be responsible for any and all customary deductibles and retentions for its own insurance. Contractor shall name Viasat and its officers, employees, agents and contractors as an additional insured, interested party (or equivalent) (Workers Compensation excluded) that evidence the coverages and policy endorsements required under the Agreement are maintained in force and that not less than thirty (30) days written notice shall be given to Viasat prior to any modification, cancellation or non-renewal of the policies. All certificates/policies/notices shall be provided upon execution

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of the Agreement and at Viasat's reasonable request to the attention of the Risk Manager, Viasat, Inc., 6155 El Camino Real, Carlsbad, CA 92009.

(b) If Contractor is engaging in the design or development for a product, software, or other design, Contractor shall provide insurance as Viasat reasonably determines to protect Viasat's interest, with the Contractor responsible for all such premiums and expense. Such insurance may include, without limitation, Professional Errors & Omissions, Cyber Liability, and General Liability. Minimum insurance limits shall represent the following:

Professional Errors & Omissions: \$1,000,000
General Liability: \$1,000,000

If statement of work is related to information technology infrastructure, information privacy, information governance liability, and activities related thereto. Contractor shall provide Cyber Liability insurance with a minimum limit of \$2,000,000.

9. CONFLICTING AGREEMENTS. Contractor represents and warrants that it has no other existing obligation to assign rights to Work Product and/or Developments to any other party, that it is not contractually prohibited from engaging in any type of work and that it is not a party to any agreement or under any obligation which conflicts with the terms of the Agreement or which prohibits Contractor from carrying out its responsibilities under the Agreement.

10. WAIVER. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

11. ENTIRE AGREEMENT. The Agreement, and any non-disclosure agreement signed by the parties, represent the full and final understanding between the parties hereto and merge and supersede any and all other promises, understandings or agreements with respect to the subject matter hereof. A written instrument signed by both parties and expressly referring to the Agreement may only modify it.

12. SEVERABILITY. If any provision of the Agreement 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 Agreement and shall not affect or impair the validity or enforceability of the remaining provision of the Agreement.

13. APPLICABLE LAW, VENUE; DISPUTES. The Agreement shall be governed and construed in accordance with the laws of the State of California, exclusive of its conflict of law provisions, except that any provision of the Agreement that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR), or (ii) incorporated in full text or by reference from any agency regulation that implements the FAR or, (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by judicial bodies, boards of contracts appeals, and quasi-judicial agencies of federal government. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Unless otherwise directed by Viasat, Contractor shall proceed diligently with the performance of its obligations under the Agreement pending the final disposition of any dispute hereunder. If Contractor is a United States entity, the parties acknowledge and agree that the appropriate courts sitting in San Diego County, California, U.S.A., shall have sole and exclusive authority to hear and adjudicate any dispute arising out of or related to the Agreement and each party hereby irrevocably consents to the jurisdiction of such courts. If Contractor is a non-United States entity, all disputes, claims or controversies arising under or in connection with the Agreement and its interpretation or performance, including the validity, scope and enforceability of this paragraph shall be settled by arbitration held in San Diego, California, administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures in effect at the time the proceedings begin (the "Procedures"). The arbitration proceedings and all communications related thereto shall be in English. The arbitration shall be conducted by one (1) arbitrator determined in accordance with the Procedures, and the

arbitrator's decision shall be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may obtain preliminary or temporary injunctive relief at any time from a court of competent jurisdiction; provided, however, that requests for permanent injunctive relief shall be arbitrated pursuant to this section.

14. GOVERNMENT LAWS, REGULATIONS AND CONTRACTS.

(a) Contractor certifies that it complies with, and will do all things necessary for Viasat to comply with, United States ("U.S.") government laws and regulations and with the provisions of contracts between the agencies of the U.S. government or their subcontractors and Viasat, including (to the extent applicable to Contractor), without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Federal Rehabilitation Act, the Age Discrimination in Employment Act, E.O. 11246, and those laws relating to technical data, inventions, patent rights, exports or the safeguarding of information pertaining to the defense of the U.S. Contractor shall also abide by the requirements of: (i) 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered parties to employ and advance in employment qualified protected veterans; and (ii) 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(b) Contractor certifies that it complies with the United States Federal Acquisition Regulation ("FAR") 52.204-23 and FAR 52.204-25. Specifically, as part of this certification, with respect to the products or services that will be provided to Viasat, Contractor agrees that it will not deliver or provide: (1) any equipment, system, or service that uses covered telecommunications equipment or services, as a substantial or essential component of any system, or as a critical technology as part of any system, as set forth in FAR 52.204-25; and (2) any covered article (including hardware, software or services) that was developed or produced using, or developed or produced by, or includes any, or contains any components using, any hardware, software, or service developed or provided by Kaspersky Lab or its successors or an entity that controls, is controlled by, is under common control by, or is majority owned by Kaspersky Lab as set forth in FAR 52.204-23.

(c) Contractor agrees that it will not disclose, export, re-export, or otherwise transfer - directly or indirectly - any proprietary technical data or software (including products derived from or based on such technical data or software) to any foreign national or any foreign country without prior written authorization from Viasat and the appropriate U.S. government authorities. Hardware, software, technical data or technology, and/or services (collectively the "Items") supplied by Viasat to the Contractor are subject to U.S. export laws and regulations and the laws of non-U.S. governments that may apply to import, export, use, transfer or distribution of such Items (collectively "Export"). The applicable U.S. regulations are determined by the export control level of the Items and may include, without limitation, the Export Administration Regulations ("EAR"), Foreign Assets Regulations, and the International Traffic in Arms Regulations.

(d) The Contractor shall not, without prior U.S. government authorization, Export any Items, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction, or to any resident or national of these countries or to any person or entity listed on any U.S. government restricted party lists.

(e) The Contractor certifies that the Items provided by Viasat will not be used directly or indirectly in any of the following activities:
i. Designing, developing or fabricating nuclear weapons or nuclear explosive devices; or devising, carrying out, or evaluating nuclear tests or nuclear explosions.
ii. Designing, assisting in the design of, constructing, fabricating, or operating facilities for the chemical processing of irradiated special nuclear material; for the production of heavy water; for the separation of isotopes of any source and special nuclear material or specially

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- designed for the fabrication of nuclear reactor fuel containing plutonium.
- iii. Designing, assisting in the design of, constructing, fabricating, furnishing or modifying equipment for the fabrication of chemical or biological weapons, chemical precursors, viruses, viroids, bacteria, fungi or protozoa.
- iv. Designing, assisting in the design of, constructing, fabricating or furnishing equipment for components specially designed, modified or adapted for use in such facilities.
- v. Training personnel in any of the above activities.

This clause shall survive the expiration or termination of any period of performance under the Agreement.

(f) For services performed in support of a U.S. government contract, flow-downs and cyber security requirements may apply as set forth in the statement of work.

(g) For support of U.S. Government Contracts. (i) Contractor is advised that Viasat uses an automated closeout process for firm fixed price purchases valued below two hundred and fifty thousand dollars (\$250,000). Final payment will be made in accordance with the price and payment terms of the purchase order and will be considered closed thirty (30) days following final payment, thereby releasing Viasat from any further obligations to Contractor with the purchase. The automated close-out process will only apply when firm fixed price purchases do not involve use or access to classified data or government/customer property, and when there are no outstanding claims or other special considerations. (ii) Except as may be expressly set forth in the purchase order, and with the U.S. Government Contracting Officer's express written consent, Contractor shall not acquire any direct claim or direct course of action against the U.S. Government. (iii) Contractor shall include in each lower-tier subcontract the appropriate flow-down clauses as delineated by the FAR and DFARS. (iv) Nothing herein shall be construed or interpreted in any way to restrict the rights of the U.S. Government for data, tooling and other information it owns or has a right to use, including the right to authorize Contractor's use of such data, tooling or other information in direct contracts that the U.S. Government may have with Contractor.

15. WARRANTY AGAINST CORRUPT PRACTICES.

(a) Contractor shall comply with all laws, regulations or other requirements of any country in which services are performed, including without limitation, all applicable laws relating to business ethics. Contractor warrants that in performance of all work under the Agreement, Contractor and its consultants, contractors and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws, orders, rules, regulations, other requirements of any other country in which services are performed, including without limitation, all applicable laws relating to business ethics, and ordinances, including, without limitation, the Foreign Corrupt Practice Act of 1977, as amended, and other regulations aimed at preventing bribery and corruption; the Fair Labor Standards Act of 1938, as amended. Contractor acknowledges that Viasat is subject to certain U.S. laws, including the Foreign Corrupt Practices Act ("FCPA"), under which Viasat and its agents may be held criminally responsible for improper payments or other activities occurring outside the U.S. Contractor represents and warrants that it has not taken any action prior to the date hereof that would subject Viasat to liability under the FCPA or other applicable laws within the U.S. or outside of the U.S. that are aimed at preventing bribery or corruption, and agrees and covenants not to take any action in the course of performing under the Agreement that would subject Viasat to liability under the FCPA or any other applicable laws or regulations. Upon written notice from Viasat, Contractor shall provide such information as Viasat shall reasonably consider necessary to verify compliance by Contractor with the provisions of this Section 15.

(b) Contractor (including its owners, directors, officers, employees or agents) is not an Official or a Relative of an Official. "Official" for this purpose means an officer, agent or employee of the government of any country in which Contractor will perform services or of any department, agency or instrumentality thereof, an official or any political party in any such country or a candidate for political office in any such country. "Relative of an Official" for this purpose means a member of an Official's immediate family (spouse, parents, children, brothers or sisters and their spouses), or any other member of an Official's family who, by virtue of his or her family relationship with the

Official, may be in a position to influence the Official. Should Contractor become an Official or a Relative of an Official during the term of any period of performance under the Agreement, Contractor will promptly provide Viasat, in writing, with such information as Viasat may request concerning the position or relationship. Contractor and Viasat will work together in good faith to address any risks that may arise to Viasat from such position or relationship.

16. SURVIVAL. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of any period of performance under the Agreement shall survive any termination or expiration of any period of performance under the Agreement and continue in full force and effect, but shall not extend the applicable statute of limitations.

17. INJUNCTIVE RELIEF. Contractor acknowledges and agrees that the services to be rendered by Contractor hereunder are of a special, unique and extraordinary character, that it would be difficult to replace such services and that any violation of Sections 1, 2, 3, 4 or 6 of these Terms and Conditions for Contractors would be highly injurious to Viasat and that it would be extremely difficult to compensate Viasat for damages for any such violation. Accordingly, Contractor specifically agrees that Viasat shall be entitled to temporary and permanent injunctive relief to enforce the provision of Sections 1, 2, 3, 4 or 6 of these Terms and Conditions for Contractors, and that such relief may be granted without the necessity of proving actual damages and without necessity of posting any bond. This provision with respect to injunctive relief shall not, however, diminish the right of Viasat to claim and recover damages, or to seek and obtain any other relief available to it at law or in equity, in addition to injunctive relief.

18. WARRANTY. Contractor warrants that it is fully able to furnish the services contemplated by the Agreement, and Contractor warrants that all services will be performed in accordance with professional and workmanlike standards by personnel skilled and experienced in the type of services being performed. For T&M engagements, only new, unused material shall be used, and of such an age as not to impair usefulness or safety.

19. INTELLECTUAL PROPERTY INDEMNITY. Contractor shall indemnify, hold harmless, and at Viasat's request, defend Viasat, its directors, officers, agents, attorneys and employees from and against any and all losses, costs, liabilities or expenses (including reasonable court costs and attorneys' fees) arising out of any claim that the Developments or Work Products ("Infringing Item"), in the form furnished by Contractor to Viasat, actually or allegedly infringes or misappropriates any intellectual property rights. If any portion of a Development or Work Product becomes the subject of an infringement or misappropriation claim or proceeding, Contractor shall immediately and at its own expense procure for Viasat the right to continue using the Infringing Item. Contractor shall not settle or otherwise agree to an early resolution of any litigation or other action arising out of this Section 19 without the written consent of Viasat. In the event of a dispute between the parties as to whether Viasat is entitled to defense and/or indemnity under Section 7 or Section 19 hereunder, if it is determined by a court of competent jurisdiction that Viasat is entitled to a defense and/or indemnity, Viasat shall be entitled to recover from Contractor all costs and expenses incurred in connection with the dispute, including reasonable attorneys' fees.

20. BACKGROUND INVESTIGATION. Contractor acknowledges that Viasat requires all contractors to have a completed and recent background check. As such, to the extent permitted by applicable law, either Viasat will directly perform a background check on Contractor/Contractor's employees or Viasat will accept proof of satisfactory background checks performed directly by Contractor on Contractor's employees. In the event that Viasat requires Contractor to perform its own background investigation, the Contractor must ensure that it meets all of the Viasat requirements for a background investigation listed below, that any applicable records are retained for a period of three (3) years from the date that the background check was performed, that background investigations are done in accordance with applicable law, and that Contractor agrees to provide Viasat with pertinent information regarding background investigations conducted by Contractor that Viasat may need to respond to a third-party audit within one (1) week of notification:

- Criminal background check (Includes SSN Trace, Federal Nationwide Criminal, Felony & Misdemeanor, National Criminal & National Sex Offender Search)

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- Education verification*
- Employment verification* -verify 5 years' employment history (dates) or 2 employers
- DMV records (where applicable)
- * required for any regular, part-time, casual status, and temporary employees

If Contractor performs the relevant background investigations, Contractor acknowledges that Contractor will be asked to complete a third-party attestation regarding Contractor's background check.

21. **CHANGES.** Viasat may, at any time prior to the completion of services, by a written change order and without prior notice, suspend its purchase or services hereunder or make changes in: (i) the scope of services ordered or the completion date; (ii) applicable drawings, designs and/or specifications; or (iii) the specified location for services to be performed. If a change by Viasat causes an increase in the cost of or timing required for Contractor's performance, Contractor shall notify Viasat promptly in writing (and in no event later than twenty (20) days after receipt of Viasat's written change order), and the price and/or delivery schedule of the services corresponding to such changed portion may be equitably adjusted on the mutual written agreement of the parties and modification of the purchase order. Nothing in this clause, including any disagreement concerning the equitable adjustment to be made, shall excuse Contractor from proceeding with the purchase order or statement of work as changed. Any changes to the purchase order or statement of work shall bind Viasat only if they are in a writing signed by a duly authorized employee of Viasat.

22. LIMITATION OF LIABILITY. VIASAT SHALL NOT BE LIABLE TO CONTRACTOR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE USE OF ANY ITEMS OR SERVICES FURNISHED, UNDER ANY THEORY OF LIABILITY, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

STATUTORY BREACH, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF VIASAT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED THEREUNDER FAILS, NOR SHALL VIASAT'S TOTAL LIABILITY EXCEED TEN THOUSAND DOLLARS (\$10,000), NOT INCLUDING CONTRACTOR FEES DUE UNDER THE TERMS OF THE AGREEMENT.

23. **RATES AND EXPENSES.** Contractor's rates and expenses are detailed in the statement of work.

24. **TERMINATION.** Viasat may terminate the Agreement in whole or in part at any time upon ten (10) days' written notice. Viasat further may terminate the Agreement in whole or in part immediately at any time by written notice to the Contractor in the event of a breach by Contractor of its obligations under the Agreement. In the event of termination of the Agreement, Viasat's liability to Contractor shall be limited to payment equivalent to the pro-rata services actually performed by the Contractor for Firm Fixed Price engagements or, for the number of hours/days of services actually performed by the Contractor for Labor Hour or T&M engagements, in accordance with the terms and conditions of the Agreement prior to termination, plus reimbursable travel expenses incurred.

25. **ORDER OF PRECEDENCE.** In the event of any inconsistency among or between the parts of this Agreement or related documentation, such inconsistency shall be resolved by giving precedence in the following order: (1) this Agreement; (2) statements of work; and (3) purchase orders. If a purchase agreement of any type or a basic ordering agreement exists between Contractor and Viasat with respect to the goods/services covered by the Agreement, the terms of such agreement shall prevail over any inconsistent terms herein provided that the purchase agreement or basic ordering agreement is referenced on the purchase order, except for U.S. government flow-downs, which shall take precedence over all other terms and conditions.

