



Terms and Conditions of Sale, General Revision March 2021

1. Parties/Definitions

- a. In these Terms and Conditions of Sale (the "Terms and Conditions"):
 - i. "Seller" shall mean **UltiSat, Inc., or any of its subsidiaries (to including Globecomm Systems Inc., Globecomm Services Maryland, LLC., Melat Networks Inc., Speedcast Wireless, LLC.)**
 - ii. "Buyer" shall mean the purchaser identified on a Purchase Order, any entity whose agents transacted with Seller, or any entity that has requested or responded to a price quotation from Seller.
 - iii. Seller and Buyer may be collectively referred to herein as the "Parties" and each may be referred to individually as "Party."
 - iv. "Purchase Order" shall mean the contractual instrument with which the Buyer agrees to purchase specific goods or services from the Seller. These Terms and Conditions of Sale shall be incorporated by reference into a Purchase Order.
 - v. "Acceptance" shall mean the execution of a Purchase Order by Seller and Buyer.
 - vi. "Signed Writing" shall mean a written agreement between Seller and Buyer that has been signed by Seller and Buyer.
 - vii. "Ex-Works" or "EXW" shall mean the Seller fulfills its delivery obligation when it has made its goods available and ready for pickup at the applicable UltiSat location.

2. Scope of Agreement

- a. These Terms and Conditions (together with a Quotation, Purchase Order, Letter of Intent, Letter Agreement, Authorization to Proceed, or any such other document relating to purchase by Buyer of products and/or services from Seller) are the sole and exclusive agreement between Buyer and Seller, and supersede any and all prior or contemporaneous agreements. Any Buyer that receives goods or services or makes any claim with regards to a price quotation accepts and agrees to these Terms and Conditions.
- b. No changes or amendments shall bind either Party unless in a Signed Writing in accordance with Section 8 of these Terms and Conditions.
- c. Unless agreed to in a Signed Writing and in the event of conflict between these Terms and Conditions and any Quotation, Purchase Order, Letter of Intent, Letter Agreement, Authorization to Proceed, or any such other document relating to purchase by Buyer of products and/or services from Seller, these Terms and Conditions shall take precedence.

3. Quotations and Prices

- a. Price quotations by the Seller in a Signed Writing which are not subsequently withdrawn by the Seller are binding upon the Seller for thirty (30) days from the date of the quotation. A quotation by the Seller does not constitute a Purchase Order and Seller reserves the right to withdraw or amend the quotation at any time prior to the Acceptance of a Purchase Order related to the goods and services for which the applicable price quotation is rendered.
- b. Prices only apply to the specific quantities, delivery schedule, and scope of work set forth. Any variation in quantity, date of delivery, or scope of work set forth within such written quotation shall render applicable price quotations void and Seller may offer a revised price quotation. All prices are quoted EXW.
- c. UltiSat, Inc. and/or its subsidiaries reserve the right to revise and announce new prices for goods and services. Subsequent Purchase Orders for the same equipment are subject to the revised or newly announced prices.
- d. Prices are quoted exclusive of shipping, use or other taxes and duties, or other applicable charges, domestic or foreign. Buyer shall pay upon receipt of an invoice from Seller and shall reimburse Seller for all such taxes, duties or charges resulting from any transaction or any part thereof.

4. Delivery:

- a. All delivery times are estimates. Buyer acknowledges that Seller shall not be liable for any delay or inability of shipment or delivery.
- b. Seller is not responsible for loading the goods on the vehicle provided by the Buyer or for clearing the goods for export, unless agreed otherwise in a Signed Writing. Buyer bears all costs and risks involved in taking the goods from the Seller's premises to the desired destination.
- c. Unless otherwise specifically provided, delivery of the goods shall be made EXW UltiSat, Inc. facility, at which time the title and risk of loss shall pass to the Buyer. Unless otherwise stated, Seller shall in no way be responsible for the safe arrival of the shipment.
- d. Where a Purchase Order involves more than one delivery and the Buyer fails to remit payments to Seller when due, the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate a Purchase Order in its entirety by written notice to Buyer.
- e. In the event of a shipping delay by an act or omission of the Buyer, all other terms (e.g. warranties and payments) shall apply as if shipping had occurred on the date originally intended.
- f. In fulfilling its deliverable obligations, Seller reserves the right to substitute items of equivalent or superior quality for items proposed or quoted at any time during the period of performance.

5. Packaging and Shipping

- a. Prices are quoted exclusive of shipping, use or other taxes and duties, or other charges. Unless otherwise specifically provided, Buyer shall have sole control and discretion with respect to the mode and arrangement of transportation, routing, and any other matter connected with, related to, or involved in the transportation of the equipment.

6. Inspection/Testing

- a. Unless otherwise agreed upon, all materials or equipment sold by the Seller pursuant to a Purchase Order shall be subject to Seller's reasonable care in testing and inspection at the Seller's facility.
- b. To the extent that the Seller determines that security requirements do not prohibit or limit entry into Seller's facility, Seller agrees that Buyer may enter Seller's facility prior to the shipment date, at reasonable times, and as mutually agreed upon between Buyer and Seller to inspect the goods and materials, and any property of Buyer covered in a Purchase Order. Said inspection shall not include any areas or processes which are proprietary to Seller and shall be subject to Seller's discretion.

7. Payment Terms

- a. All payments shall be invoiced and paid in USD.
- b. Buyer shall make payment within thirty (30) days of date of Seller's invoice.
- c. Charges for recurring monthly services:
 1. Initial payment shall consist of any non-recurring connection fees and the security deposit, which shall be due and payable on or before service start date.
 2. All remaining fees for monthly recurring services will be billed on the first day of the month of service and shall be paid in full net thirty (30) days or no later than the last day of the applicable month of service.
- d. In the absence of explicitly contrary terms in a Purchase Order, any payments due to Seller not received by Seller by the due date shall be subject to a late payment charge (liquidated damages) of one and one half percent per month (1.5%).

8. Changes and Amendments

- a. Either Party may, at any time, request changes or additions within the general scope of the equipment and/or services to be provided. All changes and/or additions must be in a Signed Writing.



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- b. Any amendment to these Terms and Conditions must be in a Signed Writing.
9. Customer Responsibilities
- a. Buyer covenants and agrees that it will use the equipment and/or services in compliance with the Seller's policies and with all applicable laws.
- b. Buyer shall comply with the provisions of all applicable laws.
- c. Buyer warrants that it has all necessary approval(s), authorization(s), permit(s), and license(s) from all such regulatory agencies, authorities, suppliers, and tribunals as are necessary to entitle the Seller to lawfully provide the equipment and services to the Buyer, and indemnifies the Seller against any attachment by such authority to Seller equipment or services.
- d. Buyer shall not, at any time itself and/or through any person, be involved in, or knowingly, recklessly, and/or negligently permit or allow any other party to be involved in any fraudulent, unlawful, immoral, and/or unauthorized use of the services. Seller shall notify the Buyer immediately after the Seller becomes aware of or suspects any such activity and will have the right to terminate services.
- e. Buyer shall fully cooperate with the implementation of procedures for preventing and resolving fraud or other illegality, and provide the Seller with any information relating thereto.
- f. Buyer represents and warrants that Buyer or Buyer's customer is the end user of the services to be provided.
10. Indemnifications
- a. Buyer shall indemnify and hold harmless Seller and defend, at its own expense, Seller's officials, agents, servants, and employees, from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Buyer or its employees or subcontractors in the performance of the services outlined in a Purchase Order.
- b. Buyer agrees to indemnify and hold harmless Seller, its successors, assigns, and customers from and against any and all expenses, liabilities or other losses arising from infringement of patents, trademarks, or copyrights arising from or related to equipment, materials, designs, or drawings furnished to Seller hereunder by Buyer, and for the use thereof.
- c. Seller agrees to indemnify and hold harmless Buyer, its successors, assigns, and customers from and against any expenses, liabilities, or other losses (except those enumerated in Section 10(d)) arising from or related to any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to any materials or services furnished hereunder by the Seller, except where the claimed infringement is caused by equipment, materials, designs, or drawings furnished to Seller hereunder from Buyer.
- d. Seller is not responsible for and shall not indemnify Buyer against any indirect, incidental, consequential, special, exemplary, or punitive loss or damage.
11. Title
- a. All shipments of goods shall be delivered EXW Seller's loading dock, and title and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes, and any other expenses incurred or licenses or clearance required at port of entry and destination.
12. Limited Warranty
- a. Unless otherwise delineated in the Seller's quotation or proposal, the following warranty applies to a Purchase Order. Products provided by the Seller are subject to the warranties provided by the manufacturer as legally and contractually permissible for the Seller to pass onto, resell, or assign to Buyer. Unless otherwise specified, the Seller is not the manufacturer of the products and provides no warranty in respect of the products.
- b. Buyer's exclusive remedies for breach of this warranty shall be those of an end user as set forth in the manufacturer's warranty.
- c. This warranty shall be in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
13. Confidentiality of Documents
- a. Buyer agrees not to disclose price quotations, Purchase Orders, and these Terms and Conditions and the contents thereof without a Signed Writing demonstrating the consent of Seller.
14. Force Majeure
- a. Neither party shall be in default or otherwise liable for any delay in or failure of its obligations or performance where such delay or failure arises by reason of any Act of God, or any government or any governmental body, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such Party; provided, however, that such events shall in no case excuse the payment obligations of the Buyer.
15. Termination
- a. Seller reserves the right to terminate its services, at its sole discretion in the event of one or more of the following:
- i. Should the Buyer breach any of its obligations as outlined in these Terms and Conditions of Sale;
- ii. The institution by or against the Buyer of any insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the Buyer's debts, the Buyer suspends, or threatens to suspend, payments of its debts, or is unable to pay its debts as they become due, or the Buyer dissolves or ceases to do business or threatens to dissolve or cease to do business.
- b. The rights and obligations of the Parties shall survive termination.
16. Assignment
- a. Seller may freely assign any rights or obligations under this Agreement, in whole or in part. Buyer shall not assign any rights or obligations under this Agreement, whether voluntarily, by operation of law, or otherwise without Seller's advance written consent. Any attempt by Buyer to assign in violation of this clause will be void.
17. Settlement of Disputes; Governing Law
- a. As used herein, "Dispute" shall include any claim, controversy, or disagreement arising out of a Purchase Order or these Terms and Conditions or the breach, termination, or validity thereof involving the Parties.
- b. If any Dispute arises between the Parties, such Dispute shall be settled by arbitration. The Parties shall elect an arbitrator ("Arbitrator") through mutual agreement, but if they fail to agree on an Arbitrator within thirty (30) days from the date of election to arbitrate, the Arbitrator shall be selected pursuant to the rules and procedures applicable to commercial arbitration of International Chamber of Commerce ("ICC"). Such rules also shall govern the arbitration. Each Party shall bear its own costs associated with the arbitration and the parties shall equally share the filing and other administrative fees of ICC and the expenses of the Arbitrator. In the event that either Party fails to comply with the terms of the Arbitrator's final decision within a reasonable time of said decision, either Party may petition a court of competent jurisdiction to enter a judgment based upon the Arbitrator's final decision. The Arbitrator shall not have the power to award any indirect, incidental, consequential, special, exemplary or punitive loss or damages. The Arbitrator shall not have the power to order the taking of depositions but may compel attendance of witnesses at



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the hearing. The arbitrability of any Dispute, including those as to the enforceability of this Section 17(b), the applicability of statutes of limitations and questions of issue preclusion, shall be determined solely by the Arbitrator. Any party may seek a temporary injunction in any court of competent jurisdiction to the limited extent necessary to preserve the status quo during the pendency of final resolution of a Dispute in accordance with this Section 17(b). The statute(s) of limitation applicable to any Dispute shall be tolled upon initiation of the Dispute resolution procedures under this Section 17(b) and shall remain tolled until the Dispute is resolved under this Section 17(b). The Arbitrator shall enforce these Terms and Conditions of Sale and not create a different agreement between the Parties. The Parties, their representatives and participants and the Arbitrator shall hold the existence, content and result of any arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award.

c. Arbitration shall be held in Montgomery County, Maryland.

18. Foreign Transactions and Export Control

- a. Buyer, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the Foreign Corrupt Practices Act (FCPA) (15 C.F.R. §§ 78dd-1).
- b. Buyer also agrees to obtain, at its sole expense, any export licenses or other official authorizations and to carry out any customs or immigration formalities or similar requirements for the export of any work covered by a Purchase Order.
- c. Buyer's obligation to adhere to the U.S. export and import laws and regulations shall survive the expiration or termination of a Purchase Order.

19. Governing Law

- a. The performance of these Terms and Conditions of Sale shall be governed by the laws of the State of Maryland, United States without regard to its conflicts of law provisions. Venue for any dispute regarding a Purchase Order or these Terms and Conditions shall be Montgomery County, Maryland, and the Buyer expressly consents to the jurisdiction of its state and federal courts in connection with this Purchase Order.
- b. Buyer waives any other venue to which either Party might be entitled by domicile or otherwise.

20. Limitations of Liability

- a. Seller's liability regarding Buyer's claims arising from a Purchase Order shall not exceed the total amount paid by Buyer under a Purchase Order. Except with respect to a Party's indemnification obligations under Section 10, neither Party shall be liable for any indirect, incidental, consequential, special, exemplary or punitive loss or damage, whether arising under contract, warranty, express or implied tort, including negligence, or strict liability, arising at any time from any cause whatsoever in connection with the Purchase Order or performance hereunder.
- b. In no event shall the liability exceed the total value of a Purchase Order.

21. Compliance with Laws

- a. Both Parties will comply with all applicable U.S. and foreign, federal, state, and local laws and regulations pertaining to performance of their obligations under a Purchase Order, including maintaining applicable business licenses in the local jurisdictions where services may be performed.
- b. The Parties further agree not to act (and will not cause their subcontractors, vendors, suppliers not to act) in any fashion that might render either Party liable for a violation of any applicable anti-bribery laws including the U.S. Foreign Corrupt Practices Act.

22. Waivers

- a. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

23. Notices

Any notice, payment, demand, or communication required or permitted to be given by any provision of these Terms and Conditions will be in writing (which may be by facsimile, e-mail in PDF format, or other electronic means) and will be deemed to have been delivered, given, and received for all purposes if received at each Party's place of business and/or through the means by which Seller and Buyer have regularly communicated and transacted throughout the course of business.