

## PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions (“Terms”) govern the purchase by RigNet, Inc. (or any of its Affiliates) of goods or services from Seller (identified in any applicable Purchase Order or other sales document). Seller is in the business of providing certain goods and services to its customers. Seller and RigNet anticipate that RigNet will be a customer of Seller. RigNet and Seller contemplate that they may enter into one or more Purchase Orders, Work Schedules, Service Order Agreements, Schedules or Statements of Work (collectively, “Purchase Orders” and such terms may be used interchangeably throughout these Terms) for the provision of Deliverables (as that term is hereinafter defined) by Seller to RigNet.

### 1. DEFINED TERMS

1.1. Defined Terms. Schedule 1 to these Terms contains the definitions for certain terminology used in these Terms.

### 2. PURCHASE ORDERS AND INVENTORY

2.1. Purchase Orders. RigNet may purchase Deliverables by issuing Purchase Orders transmitted electronically to Seller. Each Purchase Order will specify, at a minimum the following information: (a) with respect to Goods and Equipment, the quantity, the Net Price, the ship date, the shipping method and the carrier, the delivery date, and the shipping location, and (b) with respect to Services, the amount, the Net Price, and the location where Seller is to provide the Deliverables.

2.2. Purchase Order Acceptance. Where Seller has provided a proposal for Deliverables or the Deliverables are part of a pricing schedule provided by Seller, then a Purchase Order from RigNet will constitute acceptance of Seller’s offer to provide the Deliverables at the pricing in either the proposal or pricing schedule. Where there is no Seller proposal or pricing schedule, RigNet may submit a Purchase Order for Deliverables, which will be conditioned on Seller’s assent to the terms of the Purchase Order. Any such Purchase Order will be deemed agreed to by Seller upon the first to occur of (a) Seller’s acceptance of the Purchase Order by providing RigNet with a written acknowledgement of the Purchase Order within five (5) days, or (b) Seller’s earlier commencement of performance under the Purchase Order.

2.3. Terms of Purchase Order. These Terms sets forth the terms that apply to any Purchase Order that may be issued to Seller for Deliverables. Purchase Orders shall be valid only to specify the Deliverables to be provided, the time and place of delivery, and the price for the Deliverables. Each Purchase Order is subject to and will be deemed to incorporate the terms and conditions of these Terms, whether specifically referenced or not.

2.4. Additional Terms and Conditions. In the event that any Purchase Order incorporates additional terms and conditions, or Seller includes any additional terms and conditions or other documentation in its acceptance of such Purchase Order, such additional terms and conditions shall be considered only as a proposed amendment to these Terms and will only become valid if such Purchase Order is signed by persons with both RigNet and Seller who are authorized to consent to an amendment of these Terms and the Purchase Order specifically references such additional terms and conditions as an amendment to these Terms. Purchase Orders that incorporate additional terms that are not signed by authorized persons with both RigNet and Seller or do not specifically reference such additional terms as an amendment shall nevertheless be valid Purchase Orders, but any such additional terms shall not be operative. Each Purchase Order will be deemed an independent obligation of the parties. Multiple Purchase Orders are permitted under these Terms.

2.5. Equitable Adjustment. If RigNet desires to make any change to a Purchase Order that causes a variation in the cost of performance or the time required for performance, then Seller may make a request for an equitable adjustment in the Purchase Order price and delivery schedule. Seller must make any request for an equitable adjustment of price or schedule in writing to RigNet within fifteen (15) days from the date of RigNet’s written notification to Seller of the proposed change or such further time as RigNet may allow in writing. Seller shall then have 30 days from the date it submitted its request to RigNet for an equitable adjustment to submit a fully

supported proposal. Pending any equitable adjustment, Seller shall proceed in accordance with the change order. In the absence of any response by Seller within such 30-day period, the Purchase Order shall be processed with the change as proposed by RigNet. The parties' failure to agree to any adjustment shall be a dispute concerning a question of fact covered by the Dispute Resolution provisions of these Terms.

2.6. Technical Advice. RigNet engineering and technical personnel may assist or give technical advice in an exchange of information with Seller concerning the Deliverables to be furnished under an applicable Purchase Order. Such exchange of information or advice shall not authorize Seller to change any of the terms, conditions, or provisions of any Purchase Order, nor shall such assistance or technical advice operate as a waiver or relinquishment of any rights reserved to RigNet hereunder or at law. Except as otherwise provided in an applicable Purchase Order, no changes shall be made unless such change is authorized in writing by an authorized RigNet representative.

2.7. Stop Work Order. RigNet may at any time, by written order to Seller, require Seller to stop all, or part, of the work called for by a Purchase Order for a period ("Stop Work Order") of up to 120 days after a Stop Work Order is delivered to Seller, and for any further period to which the parties may agree. Upon receipt of such an order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. Within a period of 120 days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed to in writing, RigNet shall either: (a) cancel the Stop Work Order; or (b) terminate the work covered by such Stop Work Order. If Seller believes that any such suspension or withdrawal of suspension justifies modification of its performance obligations or of payment due, Seller may propose a claim for equitable adjustment; however, RigNet will be responsible only for Seller's actual costs in holding the Deliverables during the Stop Work Order period. Upon recall of a Stop Work Order, Seller shall resume work under the Purchase Order.

2.8. Electronic Transactions. RigNet and Seller may agree to facilitate electronic ordering through either the use of an electronic data interchange or an Internet-based e-commerce solution. Seller agrees to submit invoices and receive payments through either the use of an electronic data interchange or an Internet-based e-commerce solution following facilitation of any such system.

2.9. Market Impact. Seller will promptly notify RigNet of (a) any industry-wide or sole source shortages of components or materials, or (b) all components or materials which do not conform to applicable law, regulation, order or accepted industry practice. In such event, Seller shall be responsible for anticipating such changes and using Seller's best efforts to mitigate any impact these changes may have on RigNet's pricing and delivery schedule.

### **3. DELIVERABLES**

3.1. Acceptance. Each Deliverable provided by Seller will be subject to acceptance by RigNet in accordance with the following procedures.

3.1.1. Review and Rejected Deliverables. If RigNet finds that a Deliverable does not conform to the specifications of the Purchase Order, RigNet shall notify Seller of its rejection of such Deliverables. RigNet will also be given a credit for any shipping costs paid for the original shipment of the Deliverables to RigNet. For any nonconforming Deliverable, RigNet may, at its option: (a) cancel the affected Purchase Order; (b) reject the Deliverable and return it to Seller at Seller's cost and risk of loss and require Seller to ship a conforming replacement Deliverable within 20 days of RigNet's rejection; (c) accept the Deliverable at an equitably reduced price; or (d) cover by obtaining a replacement for the Deliverable and require Seller to pay RigNet's replacement costs in excess of the cost of the original order.

3.1.2. Corrected Deliverable. If RigNet requires that Seller replace nonconforming Deliverables (pursuant to 3.1.1 (b)) and Seller fails or refuses to deliver a corrected Deliverable to RigNet within the allowed time period, RigNet may (a) extend the time for correction of the fault or discrepancy or (b) terminate the Purchase Order, in whole or in part, for material breach immediately upon notice to Seller and obtain from Seller a full refund of any amounts paid by RigNet under the Purchase Order.

3.1.3. Notification of Acceptance. If RigNet determines that a Deliverable conforms to the specifications of the Purchase Order, RigNet will notify Seller that the Deliverable has been accepted (“Acceptance” or “Accepted” work). Acceptance does not waive any of RigNet’s rights to warranty and maintenance service for the Deliverable, even if RigNet knows of the problems prior to Acceptance.

3.2. Time of Delivery. Time and rate of delivery are of the essence in all purchases made under these Terms. Unless provided otherwise in the Purchase Order, the time from order acceptance to delivery shall not exceed 30 days. Upon acceptance of any Purchase Order, either oral or written, Seller shall complete delivery within the time frame agreed by the Parties. Seller will notify RigNet immediately if it is unable to delivery any part of the Deliverables or any part thereof within the specified delivery schedule. Such notice shall not affect the RigNet’s remedies or the liability of Seller for nonperformance. If delivery is not timely (including late deliveries on one or more Deliverables installments), RigNet may, in addition to any other remedies available at law or in equity: (a) refuse delivery of all or any part of the Deliverables; (b) cancel all or any part of the Purchase Order; or (c) purchase reasonably similar replacement Deliverables from an alternative supplier and bill Seller for the excess cost, if any.

3.3. Delivery Terms. Unless otherwise specified in the Purchase Order, Deliverables are to be delivered per Incoterms 2010 F.A.S. or F.C.A. (as applicable) to RigNet’s designated place of shipment.

3.4. No Liens. No mechanics’ or other lien, or notice creating such lien, or claim or action thereon, will be filed by Seller or any person or entity acting through Seller, for Deliverables under these Terms. Where applicable, Seller, will, upon request of RigNet, deliver to RigNet contemporaneously with any payment, recordable partial waivers of lien for any partial payments, and recordable final waiver of lien for final payment.

3.5. Ownership of Deliverables.

3.5.1. RigNet-Owned Property. All tangible and intangible items, information or processes that (a) Seller receives from RigNet or from a third party on behalf of RigNet for use in connection with these Terms, (b) any tangible or intangible items or information that is paid for, in whole or in part, by RigNet and provided to Seller for use in connection with these Terms, or (c) is integrated, utilized or created for RigNet is and shall remain the property of RigNet (“RigNet-Owned Property”). Seller must return all RigNet-Owned Property to RigNet at any time upon RigNet’s request, or upon the termination or expiration of these Terms or any applicable Purchase Order, whichever is earlier. Seller is responsible and must account for all RigNet-Owned Property entrusted to it and bears the risk of loss while any such property is in Seller’s possession or under Seller’s direction. RigNet-Owned Property may only be used in connection with Seller’s performance of its obligations under these Terms. RigNet shall have the right to inspect any agreements and associated records of Seller relating to RigNet-Owned Property and Seller agrees to make such agreements and records available for inspection by RigNet or its representative upon request.

3.5.2. Ownership of Deliverables. RigNet will own exclusively all right, title and interest in all Deliverables and, except for any Third Party Works not owned by Seller as described below, Seller will and hereby does, irrevocably, in perpetuity and without further consideration, assign to RigNet (and its successors and assigns) all right, title and interest that Seller has or may have in the future anywhere in the world in or to each of the foregoing, including all United States and foreign intellectual property rights therein. RigNet will be considered the “person for whom the work was prepared” for purposes of determining the authorship of any copyright in the Deliverables, and all copyrightable aspects of the Deliverables will constitute “works made for hire” as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended (the “Copyright Act”), or analogous provisions under other applicable laws, and will be owned exclusively by RigNet upon creation. If and to the extent any of the foregoing or any part or element thereof is found as a matter of law not to be a “work made for hire” within the meaning of the Copyright Act or analogous provisions under other applicable laws, Seller will and hereby does, irrevocably, in perpetuity and without further consideration, assign to RigNet (and its successors and assigns) all right, title and interest that Seller has or may have in the future anywhere in the world in and to all United States and foreign copyrights in the Deliverables and all copies of any of the same.

3.5.3. Prohibition on Transfer to Third Parties. Seller may not transfer any specifications or similar documentation related to the description, design or manufacture of any Deliverables to any third party.

3.5.4. Patent License. In consideration for the purchase of Deliverables from Seller, Seller grants to RigNet and its customers and end users of the Deliverables, under patents associated with the Deliverables or parts thereof in which patents Seller owns or has an unconditional and absolute right to license, a fully paid up, world-wide, non-exclusive license to utilize and practice under Seller's patents for the sale, use, maintenance and repair of the Deliverables. The patent license includes the right to use the licenses purchased and any combinations of the Deliverable with other products and software that are used by RigNet or its customers and end users of the Deliverables. The patent license includes those patents existing on the date of delivery under the applicable Purchase Order and those patents which are subsequently granted based upon applications filed within one year following shipment of the Deliverable to RigNet. The patent license hereby granted will continue for the entire unexpired term of the patent.

3.5.5. License of Other Content. Seller hereby grants to RigNet (and its Affiliates and their respective successors and assigns) (each, a "Licensed Person") a perpetual, irrevocable, worldwide, fully-paid up, royalty-free, non-exclusive right and license to all intellectual property rights in all content that Seller embeds in or otherwise provides with the Deliverables as necessary or appropriate for each Licensed Person to fully and completely use and enjoy the Deliverables. The foregoing right and license includes the right for each Licensed Person to (a) use, import, copy, modify, create and own derivative works, sublicense, distribute, display and utilize the other content, (b) designate third parties, including consultants, agents, outsourcers and other third party service providers to exercise those rights and licenses on behalf of any Licensed Persons, and (c) sublicense, transfer or assign its right and sublicense the content, in connection with any assignment by any Licensed Persons of the associated Deliverables and/or any intellectual property rights there in.

3.5.6. Consent Required for Use of Third-Party Works. Seller will identify all content not owned by Seller ("Third Party Content"), if any, that will be embedded in or provided with, or that are required for Licensed Persons to use and enjoy the Deliverables. Seller will not embed or incorporate any Third-Party Content or provide to RigNet any Third-Party Content with the Deliverables without first obtaining RigNet's prior written consent, which RigNet may withhold in its sole discretion. Prior to seeking such consent from RigNet, Seller will inform RigNet of all license restrictions and costs associated with the use of such Third-Party Content. If any Third Party Content is embedded or incorporated into or provided to RigNet with any Deliverable without first obtaining RigNet's prior written consent, Seller will, at no additional cost to RigNet, obtain on behalf of each Licensed Person license rights respect to such Third Party Content that are at least as broad as the License of Other Content described above.

#### **4. PRICES, INVOICING AND PAYMENT**

4.1. Prices. Prices (including any applicable discounts) for Deliverables are either set forth in the Pricing Exhibit to these Terms (Schedule 2) or the applicable Purchase Order. Seller must detail any sales, use, excise, value added or similar taxes payable by RigNet as separate line items on each applicable invoice. The prices in the Pricing Exhibit are complete and inclusive of packaging, labeling, custom duties, storage, shipping, insurance, and similar items. Pricing under Schedule 2 may not be increased unless expressly agreed to in writing by an authorized representative of RigNet.

4.2. Taxes. RigNet is responsible for any sales, use or value added taxes upon the amount paid by RigNet for Deliverables. Seller will itemize any such applicable taxes on Seller's invoices and will be responsible for the timely payment of such taxes and filing of any appropriate tax returns with the proper government authorities. If RigNet is exempt from taxation on a Purchase Order, it will submit an exemption certificate to Seller. Except as otherwise provided in these Terms, Seller is responsible for all other taxes, duties, and fees, including income and employment related taxes or charges. Seller shall cooperate with RigNet in obtaining any reduced, concessionary, or otherwise favorable tax rate or treatment available with respect to taxes payable in connection with these Terms. Payments that are subject to any withholding tax shall be reduced accordingly, but the price for any Deliverables shall not be grossed up to compensate for such tax withholding. RigNet shall remit the tax to the appropriate government agency on behalf of Seller and supply Seller with a receipt or other evidence of the remittance.

4.3. Invoicing, Itemization and Payment Procedures. Each invoice issued by Seller to RigNet will include, without limitation: (a) Seller's name and remittance address, (b) invoice number, (c) invoice date, (d) the name of RigNet's contact, (e) the RigNet division or business unit or Affiliate and cost center or RigNet's Purchase Order number, (f) description of the Deliverables ordered, (g) the date shipment was made, and (h) the shipping point of origin and destination. The line items on the invoice must match the line items on the Purchase Order, including the Net Price and description, unless there has been a price reduction since the Purchase Order date. Undisputed amounts will be paid within the time specified in the applicable Purchase Order or Statement of Work. Payment terms are net 60 days from receipt of invoice.

4.4. Discounts. RigNet will receive a three percent (3%) discount off the amount of any invoice under these Terms if payment is made within ten (10) business days of receipt of such invoice.

4.5. Authorized Charges. The only charges, amounts, or fees that Seller may invoice RigNet are those set forth in these Terms and expressly authorized on a Purchase Order.

4.6. No Payment in the Event of Material Breach; Set-Off. RigNet is not obligated to make any payment under these Terms or any Purchase Order if Seller commits a material breach under these Terms, any Purchase Order or Statement of Work, until Seller has cured the material breach or RigNet has agreed in writing to waive the breach. Whenever RigNet is to pay Seller any sum under these Terms, RigNet may set-off against such sum any amounts that Seller owes RigNet (whether pursuant to these Terms or otherwise).

4.7. Prompt Invoicing. Seller will invoice RigNet for Deliverables (a) in the case of Goods or Software, within thirty (30) days after the end of the month in which shipment is made to RigNet, or (b) in the case of Services, within thirty (30) days after the end of the month in which the Services are performed. Seller may not invoice RigNet more than ninety (90) days after Seller is permitted to issue an invoice for Deliverables under these Terms. RigNet is not obligated to pay any invoice it receives after such ninety (90) day period and Seller waives all rights and remedies related to such late invoices and any claim thereto.

## **5. SHIPPING, TITLE AND RISK OF LOSS**

5.1. General. Seller will ship the Deliverables to the location specified in the applicable Purchase Order using the method of shipping and the carrier specified therein. In the absence of written shipping directions, Seller shall select the carrier and insurance consistent with best practices using Seller's reasonable commercial efforts. All shipments shall include shipping documentation which includes, without limitation, the following information: (a) a certificate of compliance, (b) a Purchase Order number, and (c) any other special purchase or shipping instructions as required by RigNet. Seller may not ship partial quantities without RigNet's prior written consent.

5.2. Title. Title to all Deliverables shall pass to RigNet upon acceptance regardless of when or where RigNet takes possession of the items.

5.3. Delivery and Risk of Loss. Time is of the essence regarding any Purchase Order. Seller shall deliver the Deliverables on the delivery date and in accordance with the shipping terms on the face of the Purchase Order. Responsibility for and risk of loss and damage to Deliverables shall be upon Seller until acceptance by RigNet. Seller shall obtain RigNet's advance written approval of any proposed non-conforming shipments. Seller's request shall specify the non-conformity in detail. Upon acceptance, Seller's responsibility for loss or damage to the Deliverables shall cease except for loss or damage or nonconformance resulting from Seller's negligence or fault.

5.4. Late Shipment. Seller acknowledges that delayed delivery or extended lead times may impact RigNet's commitments to its customers. If Seller is late in shipping a Deliverable, the amount owed by RigNet will be reduced by one percent (1%) of the Net Price for each day a Deliverable is delayed, not to exceed ten percent (10%) of the Net Price. RigNet may, at its option, and without liability (a) direct expedited delivery of Deliverables for which Seller shall bear all increased costs including but not limited to, increased premium transportation charges and risk of loss; (b) direct acceleration of the work for which Seller shall bear all costs, including any premium labor

and other costs; (c) delay payment for a period of time equal to the lateness of such delivery or performance; or (d) terminate the Purchase Order for default.

5.5. Notice of Delay. In the event of a delay or threat of delay, for any cause whatsoever, in the production, delivery, or performance of a Deliverable (including actual or potential labor disputes) contemplated by a Purchase Order, Seller shall immediately notify RigNet in writing of the delay. Seller's notice shall include all relevant information with respect to such delay or threatened delay. Seller shall be liable for any damages resulting from failure to make delivery or performance within the time called for by a Purchase Order or by any written instructions of RigNet.

5.6. Early Shipment. If Seller ships in advance of the delivery date, without RigNet's advance approval, RigNet may, at its option (a) return the Deliverable to Seller at Seller's expense for timely re-delivery, (b) withhold payment for the Deliverable until after the scheduled delivery date, or (c) place the Deliverable in storage at Seller's expense.

## **6. WARRANTIES**

6.1. General Authority. Each party represents and warrants that:

6.1.1. it is validly existing and in good standing, and is qualified to do business in each jurisdiction that it will conduct business under these Terms; and

6.1.2. it has full power to carry out its obligations under these Terms; and

6.1.3. its compliance with the terms and conditions of these Terms will not violate any foreign, federal, state or local laws, regulations or ordinances or any third party agreements; and the signing, delivery and performance of these Terms by the party has been properly authorized; and

6.1.4. there are no claims, actions or proceedings pending or, to the knowledge of the party, threatened against or affecting the party that may, if adversely determined, reasonably be expected to have a material adverse effect on the party's ability to perform; and

6.1.5. the execution, delivery or performance of these Terms will not violate any existing law, regulation, order, determination or award of any governmental authority or arbitrator, applicable to the party and will not violate or cause a breach of the terms of the party's governing documents or of any material agreement that binds the party.

6.2. General Warranty of Goods. Seller warrants to RigNet that all Deliverables that are Goods and component, parts or material incorporated therein will:

6.2.1. Be of best commercial quality and free from defects in design, materials and workmanship, including but not limited to cosmetic defects; and

6.2.2. Be new (not used, remanufactured, refurbished, or reconditioned) and not of such age or so deteriorated as to impair their usefulness or safety; and

6.2.3. Conform with the applicable Purchase Order, the specifications for such Deliverables and in accordance with all applicable laws, regulations and best practices in the industry; and

6.2.4. Be fit and sufficient for the purpose for which the Deliverables are intended to the extent Seller knows or has reason to know of such purpose; and

6.2.5. Be free from any lien or other encumbrance.

6.3. General Warranty of Services. Seller warrants that the Deliverables that are Services will conform to the specifications set forth in the applicable Purchase Order, be provided in a good and workmanlike manner and that Seller's employees, subcontractors, or agents assigned to provide such Services are qualified personnel fully familiar with the underlying technology, have the proper expertise, skills, training, and professional education to perform the Services in a professional manner and consistent with applicable industry standards, and will perform the Services in a manner that is in compliance with all applicable laws, regulations, orders and decrees.

6.4. Infringement. The Deliverables will not infringe or misappropriate any patent, trademark, trade name, service mark, copyright, trade secret or other intellectual property right of any third party.

6.5. Unauthorized Code. The Deliverables will be free of any time bomb, viruses, trap doors, back doors or other code inserted in the Deliverables which destroys, erases, damages or otherwise disrupts the normal operation of the Deliverables or other programs, hardware or systems utilized by RigNet or allows for unauthorized access to the Deliverables or other programs, hardware or systems utilized by RigNet.

6.6. Pass-Through. Seller will and hereby does assign to RigNet all warranties, representations and indemnities grant to Seller with respect to the Deliverables.

6.7. Warranty Transfer. Seller acknowledges and agrees that RigNet may be a reseller of the Goods contemplated by these Terms. Any warranty provided by Seller herein to RigNet shall inure to the benefit of RigNet's customers and such warranty shall transfer to RigNet's customers upon delivery of any such Goods to RigNet customers.

6.8. Duration of Warranty; Correcting, Repair or Replacement of Deliverables. The General Warranty for Deliverables will continue for the duration of any manufacturer's warranty that can be passed through to RigNet or twelve (12) months from the date of the receipt of the Goods and Equipment or the provision of the Services, whichever time period is longer (the "Warranty Period"). If there is a breach of a warranty, RigNet or RigNet's customer may return the Deliverable to Seller during the Warranty Period at Seller's expense for correction, replacement, refund or credit even if the period to perform those corrections extends beyond the Warranty Period. If Seller does not or cannot repair any non-conforming Deliverable as provided herein within a reasonable period of time, RigNet may have the defective Deliverable repaired and Seller will be responsible for all costs and expenses RigNet incurs in having such repairs made. Any such repair by RigNet shall not void Seller's warranty. Seller will provide to RigNet, upon request, a list of approved vendors and components needed to repair the Deliverables. Seller further agrees to provide the test and acceptance criteria used for the Deliverables as well as the industry standard part numbers or descriptions. If correction of the defect in the Deliverables is not possible, then Seller will promptly replace or correct the defective Deliverables or, at RigNet's option, promptly refund all amounts paid with respect to such defective Deliverables within thirty (30) days of the date that RigNet notifies Seller. The Warranty Period for any replaced or corrected Deliverables will restart upon RigNet's acceptance of such corrected or replaced Deliverables and will be for the balance of the original applicable warranty period or 180 days, whichever ends later.

6.9. Shipment Costs for Deliverables Under Warranty. Seller will pay all warranty repair shipping costs from the site where the Deliverables were in service, including both shipment of the defective Deliverables to Seller, and shipment of the repaired or replaced Deliverables to RigNet, or RigNet's customer, at such location designated by RigNet.

6.10. Obligation for Customer Commitments. In the event that RigNet's commitments to its customer(s) are impacted due to Seller's defective products, and RigNet is penalized by its customer(s), as may be provided for in RigNet's agreement with its customer, Seller agrees to compensate RigNet for the amount of such penalty as certified to by RigNet.

6.11. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE PURCHASE ORDER, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. TERM AND TERMINATION

7.1. General. The initial term of these Terms begins on the Effective Date and shall remain in effect until terminated by either Party as set forth herein, and for such additional period of time for any Purchase Order that is outstanding at the time of termination or expiration of these Terms until such Purchase Order has been completed or is also terminated as provided for herein.

7.2. Termination of Agreement Without Cause. Either party may terminate these Terms without cause upon sixty (60) days' written notice to the other party.

7.3. Termination of Agreement for Default. Either party may terminate these Terms if the other party commits a material breach of these Terms, any Warranty hereunder or any Purchase Order, or any payment obligation hereunder and fails to cure the same within ten (10) days of notice from the non-breaching party, such material breach includes but is not limited to:

7.3.1. failure to deliver the Deliverables in accordance with the delivery schedule specified in a Purchase Order or any extension thereof by change order;

7.3.2. failure to replace or correct defective Deliverables and pay applicable replacement costs in accordance with these Terms, or

7.3.3. failure to make progress so as to endanger performance of any Purchase Order in accordance with its terms; or

7.3.4. the other party becomes insolvent, is unable to pay its bills as they become due, or files a petition under relevant bankruptcy or similar laws or is declared bankrupt or insolvent.

7.3.5. if a receiver, manager, liquidator, trustee in bankruptcy, or other officer with similar power is appointed over all or a substantial part of the assets of the other party.

7.4. Effect of Termination. Unless otherwise provided in these Terms, termination of these Terms is without prejudice to any other right or remedy of the parties. Termination of these Terms does not release either party from any liability which, at the time of termination, has already accrued to the other party or which may accrue in respect of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination.

7.4.1. Termination of a Purchase Order for Convenience. RigNet reserves the right to terminate a Purchase Order, or any part thereof. In the event of such termination, Seller shall, at RigNet's option, (a) immediately stop all work hereunder, or (b) formalize a termination and/or transition agreement. Unless otherwise provided in the applicable Purchase Order, subject to the terms of these Terms, Seller shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of RigNet using its standard record keeping system and, that will result from the termination (the "Termination Settlement"). Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Seller must submit a fully supported termination for convenience cost proposal within thirty (30) days from the date of RigNet's written notification to Seller of the termination for convenience or such further time as RigNet may allow in writing. Seller's failure to comply with the time deadlines in this section for submitting a termination for convenience proposal shall waive Seller's right to recover any termination for convenience amounts.

7.4.2. Termination of a Purchase Order for Cause. In the event of termination of a Purchase Order for cause, RigNet may take one or more of the following actions:



7.4.2.1. Purchase similar Deliverables elsewhere on such terms and in such manner as RigNet may deem appropriate and Seller shall be liable to RigNet for any costs of “cover” occasioned by RigNet thereby;

7.4.2.2. Provide such Goods, materials, supplies, and labor as may be necessary to complete the Deliverables ordered hereunder, pay for same and deduct the amount so paid from any money then or thereafter due Seller;

7.4.2.3. Order all work under a Purchase Order stopped immediately, enter upon the premises and take possession of all the materials, regardless of the stage of completion, supplies, tools, and Goods of Seller thereon and complete the Deliverables, or have the same completed by others, and be liable to Seller for no further payment under this Purchase Order until final payment is due and then only if and to the extent that the then unpaid balance under this Purchase Order exceeds the damages and expenses incurred by RigNet;

7.4.2.4. Require Seller to transfer title and deliver to RigNet as directed by RigNet any (a) completed Deliverables, and (b) partially completed Deliverables, including but not limited to all supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of this Purchase Order; and

7.4.2.5. Take any other action as applicable law or these Terms may allow.

7.4.3. Liability for Payments Upon Termination and Other Termination Events. Upon termination of these Terms, RigNet will be liable only for payment of undisputed fees earned as a result of Deliverables actually provided by Seller and upon Acceptance by RigNet prior to the date of termination. Upon termination or expiration of a Purchase Order or these Terms, the parties will perform the following obligations:

7.4.3.1. Within fifteen (15) days after the effective date of termination or expiration, Seller will return RigNet-Owned Property to locations designated by RigNet;

7.4.3.2. Within thirty (30) days after the effective date of termination or expiration, Seller will invoice RigNet for any final amounts due under the terminated Purchase Orders; and

7.4.3.3. Both parties will immediately discontinue making any statements or taking any actions that might cause third parties to infer that a business relationship continues to exist between the parties under the Purchase Orders or Agreement, and where necessary or advisable, the parties will inform third parties that the parties no longer have a business relationship.

7.5. Survival of Certain Provisions. Any provision of these Terms which contemplates performance or observance subsequent to any termination (with or without cause) of these Terms will survive any termination of these Terms and continue in full force and effect.

7.6. Termination for Seller Change of Control. RigNet may, at any time and without liability, provide a notice of termination of these Terms or any Purchase Order or both if a person or entity previously not in control of Seller acquires, directly or indirectly, Control of Seller. Seller must give RigNet no less than 30 days’ prior notice of any change in Control of Seller, unless prohibited by applicable laws. Unless otherwise provided in the notice, the termination is effective 10 days after the date of the notice.

7.7. Limitation of Liability. IN THE EVENT OF TERMINATION FOR ANY REASON, RIGNET SHALL BE LIABLE TO SELLER ONLY FOR THE AMOUNT OF ANY DELIVERABLES COMPLETED BY SELLER AND ACCEPTED BUT NOT YET PAID FOR BY RIGNET, AND SELLER SHALL BE LIABLE TO RIGNET FOR ANY AND ALL RIGHTS AND REMEDIES PROVIDED BY THESE TERMS, PURCHASE ORDER OR UNDER THE LAW.

## 8. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE, PROFITS OR BUSINESS, OR COSTS OF ANY KIND, NO MATTER HOW SUCH DAMAGES ARE CAUSED AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR COSTS WAS FORESEEABLE OR MADE KNOWN. RIGNET SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LIABILITIES IN EXCESS OF THE PRICE OF ANY DELIVERABLE THAT IS THE SUBJECT OF ANY CLAIM. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE. EXCEPT FOR ACTION ARISING SOLELY OUT OF GROSS NEGLIGENCE, WILLFUL OR FRAUDULENT ACTS OR ANY BREACH OF SECTIONS WITH RESPECT TO ANY INDEMNIFICATION OR CONFIDENTIALITY PROVISIONS OF THESE TERMS.

## 9. CONFIDENTIAL INFORMATION

9.1. General. “Confidential Information” means (a) any and all information provided or obtained in connection with or arising out of these Terms, (b) the existence and provisions of these Terms, (c) the business or matters of RigNet or its Affiliates, suppliers, licensors, customers or clients, including business plans, forecasts, projections, analyses, partner, employee, client, customer and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, and business processes, and (d) existing or contemplated technology, trade secrets, technical procedures, methodologies or proprietary rights of RigNet. In addition, Confidential Information will include any other information, data, and/or materials that have been or will be furnished by or through RigNet (or its Affiliates, clients, agents or suppliers) and identified as “Confidential”, “Proprietary”, or other similar marking, or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary. Confidential Information will not be utilized by Seller for any purpose other than the performance under these Terms or any Purchase Order for RigNet and will not be copied, distributed, modified, sold, assigned, leased or otherwise used, transferred, disposed of or provided to third parties by Seller or commercially exploited by or on behalf of Seller or any Seller Personnel. Seller will not possess or assert any lien or other right against or to Confidential Information.

9.2. Exceptions to Confidential Information. Confidential Information does not apply to any information (other than personally identifiable data) that Seller can demonstrate (a) it possessed prior to the date of these Terms from a source other than RigNet (or its Affiliates, agents, clients or suppliers) without any obligation of confidentiality, (b) it rightfully receives from a third party (other than any Affiliate, client, supplier or agent of RigNet) without any obligation of confidentiality to such third party, or (c) is or becomes publicly available without breach of these Terms or wrongful act or fault of Seller or personnel. If, in the reasonable opinion of its legal counsel, Seller is required by law to disclose any of the Confidential Information in connection with any legal or regulatory proceeding, Seller may disclose such Confidential Information, provided that Seller notifies RigNet a reasonable time prior to disclosure, allows RigNet a reasonable opportunity to seek appropriate protective measures prior to disclosure, and discloses only the minimum amount of the Confidential Information required by law.

9.3. Data Security. Confidential Information will be kept by Seller in a secure, separately segregated area with restricted access. Seller will take the necessary measures, including the measures that Seller takes to protect its own most confidential data: (a) to preserve the security of the Confidential Information; (b) to prevent unauthorized access to or unauthorized modification of any Confidential Information or a Seller system (including all associated interfaces, hardware and software); and (c) to establish and maintain environmental, safety, facility and data security procedures and other safeguards against destruction, loss, alteration or theft of, or unauthorized access to, any Confidential Information. Such measures will include, at a minimum, using firewalls, password protection and virus protection software. Seller will immediately notify RigNet’s relationship manager if Seller detects any targeted attempt to access or modify any Confidential Information or any security breach involving release of Confidential Information, or any other actual or suspected breach of security with respect to the Confidential Information or any Seller system, and will fully cooperate with RigNet in investigating and mitigating the adverse effects of such breach.

9.4. Term of Confidentiality Obligations. The confidentiality obligations set forth herein will continue throughout the term of these Terms and will continue for a period of three (3) years following the termination of these Terms.

9.5. Return of Materials. Seller will promptly deliver to RigNet, or at RigNet's option, destroy, upon any expiration or termination of these Terms and at any other earlier time RigNet may so request, all memoranda, documents, notes, manuals, lab notebooks, computer diskettes, passwords, encryption keys, electronic mail and other written or electronic records (and all copies thereof) that contain any Confidential Information. If RigNet requests, Seller will provide written certification by one of its officers that it has returned or destroyed all such materials.

9.6. Injunctive Relief. Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Notwithstanding anything in these Terms to the contrary, either party may seek injunctive relief for the breach or threatened breach of this section in any court of competent jurisdiction, in addition to any other remedies in law or equity.

## 10. INDEMNITY

10.1. RigNet Indemnity. **RIGNET SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS SELLER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING ANY MEMBER OF THE SELLER GROUP, ARISING IN CONNECTION HERewith IN FAVOR OF ANY MEMBER OF RIGNET GROUP, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY, PROVIDED THAT SUCH INDEMNITY SHALL NOT EXTEND TO SELLER'S WARRANTY OR SERVICE OBLIGATIONS AS SET FORTH ELSEWHERE IN THESE TERMS. RIGNET'S INDEMNITY UNDER THIS SECTION SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY SELLER.**

10.2. Seller Indemnity. **SELLER SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS RIGNET GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING ANY MEMBER OF THE RIGNET GROUP, ARISING IN CONNECTION HERewith IN FAVOR OF ANY MEMBER OF SELLER GROUP, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. SELLER'S INDEMNITY UNDER THIS SECTION SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY RIGNET.**

10.3. Insurance Requirements. **IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED HEREUNDER OR OF THE INDEMNITIES VOLUNTARILY ASSUMED HEREUNDER (WHICH RIGNET AND SELLER HEREBY AGREE WILL BE SUPPORTED EITHER BY AVAILABLE LIABILITY INSURANCE, UNDER WHICH THE INSURER HAS NO RIGHT OF SUBROGATION AGAINST THE INDEMNITEES, OR VOLUNTARILY SELF-INSURED, IN PART OR WHOLE) EXCEED THE MAXIMUM LIMITS PERMITTED UNDER APPLICABLE LAW, IT IS AGREED THAT SAID INSURANCE REQUIREMENTS OR INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MAXIMUM MONETARY LIMITS PERMITTED UNDER SUCH LAW.**

10.4. Survival of Indemnities. **THE INDEMNITIES PROVIDED FOR IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS.**

10.5. Intellectual Property Claims. Seller will indemnify, defend and hold free and harmless RigNet Group from and against any and all claims, demands, suits and other proceedings and will pay as incurred all liability, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) associated with the same arising from or relating to any claimed infringement, misappropriation or violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights or other property rights in connection with the Deliverables. At RigNet's option, Seller will conduct the defense in any such third-party Claim arising as described herein and each Indemnified Person will reasonably cooperate, at Seller's expense, with such defense. The foregoing indemnity will not cover infringement Claims to the extent resulting from (a) modifications to the Deliverables that are not made or authorized by Seller, or (b) infringement caused by materials provided by RigNet (in the form provided by RigNet) for Seller to provide the Deliverables. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without RigNet's prior written consent.

10.5.1. If RigNet's sale or an end-user's use shall be enjoined or in Seller's opinion is likely to be enjoined, Seller will, at its expense and at RigNet's option, either (a) replace the affected Deliverables furnished pursuant to these Terms with a suitable substitute of equivalent form, fit, and function free of any infringement or violation, (b) modify the affected Deliverable so that they will be free of the infringement or violation and of equivalent form, fit, and function, or (c) procure for RigNet a license or other right to use the affected Deliverable. If none of the foregoing options is achieved after commercially reasonable efforts, Seller will remove the enjoined Deliverables and refund any amounts paid to Seller.

10.5.2. RigNet or end-user (as the case may be) shall give Seller prompt written notice of all such claims, actions, proceedings or suits alleging infringement or violation and, following Seller's written confirmation of its indemnity obligations under this Section, Seller shall have full and complete authority over, and shall assume, at Seller's expense, the sole defense thereof, including appeals, and to settle same. RigNet or end-user shall, upon Seller's reasonable request and at Seller's expense, use commercially reasonable efforts to furnish all information and assistance reasonably available to RigNet or end user and to cooperate to assist in the defense and/or settlement of any such claim, action, proceeding or suit.

10.6. Seller's General Third-Party Indemnity. In addition to and without limiting RigNet Group's or RigNet's customer's rights under other indemnifications available under statute or common law, Seller agrees to indemnify, defend and hold harmless RigNet Group and RigNet's customers and their respective directors, officers, agents, and employees, against any and all losses including without limitation claims, damages, losses, liabilities, costs, expenses and reasonable attorneys' fees and legal costs which arise out of or relate to: (a) Seller's failure to comply with any applicable local, state, federal, and foreign laws and regulations in the performance of Seller's obligations under these Terms and (b) against any and all losses that arise out of or relate to Seller's failure to comply with the provisions of these Terms.

10.7. Survival of Intellectual Property Indemnity. Except as otherwise specifically provided in these Terms, Seller's indemnification obligation shall survive and exist regardless of (a) RigNet Group's or RigNet's customer's modification of the Deliverables provided hereunder (unless it can be shown that the intellectual property infringement is solely the result of any such modification), (b) RigNet Group's or RigNet's customer's knowledge of an actual or potential defect; (c) RigNet Group's or RigNet's customer's settlement; or (d) RigNet Group's control over design, testing, manufacture, packaging or labeling of the Deliverables.

## 11. INSURANCE

11.1. Required Insurance. At all times during the term of these Terms, Seller will maintain at Seller's expense (a) Comprehensive General Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined, (b) Worker's Compensation Insurance in the statutorily required amounts and (c) such other insurance in forms and amounts as may be reasonably required by RigNet, which insurance will provide coverage for liabilities or claims for damages resulting from the Deliverables. Certificates of Insurance will be furnished to RigNet from time to time upon reasonable request.

11.2. Additional Requirements. Policies of insurance will provide that they will not be cancelled or materially changed without at least thirty (30) days' prior written notice to RigNet. Further, the insurance policies will be provided by insurance carriers having a minimum AM Best rating of A-. All insurance will contain a waiver of subrogation in favor of RigNet and will be primary with respect to any other insurance or self-insurance that may be maintained by Seller or RigNet. Seller agrees that the procurement and maintenance of the required insurance policies will not limit or affect any liability that Seller may have by virtue of these Terms or otherwise.

11.3. No Effect on Indemnification Obligations. Seller's obligation to obtain the insurance specified in these Terms does not waive or release Seller's liabilities or duties to indemnify under these Terms.

## 12. EXPORT/IMPORT AND ANTI-CORRUPTION COMPLIANCE

12.1. Seller, 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 National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Seller 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 Deliverables covered by these Terms as may be required by the shipping terms specified in the applicable Purchase Order. Seller specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Seller also shall provide written notification to RigNet before assigning or granting access to a foreign person to any work, Goods, supplies, or technical data related to any Purchase Order. Seller also agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. RigNet may deem Seller's failure to comply with the requirements of this section a material failure to perform under these Terms that shall subject Seller to termination for cause.

12.2. Clauses Incorporated by Reference. The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, FAR 52.212-3, Offer or Representations and Certifications-Commercial Items, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.222-41 Services Contract Act of 1965 as Amended, 52.244-6 Subcontracts for Commercial Items and Commercial Components, and 52.247-63 Preference for U.S.- Flag Air Carriers, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (applicable if so stated in a Purchase Order), 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea, 52.222-41 Services Contract Act of 1965 as Amended.

12.3. Gifts and Payments. Each party warrants that it and its affiliates have not made, offered, requested, accepted or authorized and will not make, offer, request, accept or authorize with respect to the matters which are the subject of the Agreement, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, or any person or entity, where such payment, gift, promise or advantage would violate (a) the applicable laws of the country in which the services are performed; (b) the laws of the country of incorporation of such party or such party's ultimate parent company and of the principal place of business of such ultimate parent company; (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries, (d) the **Foreign Corrupt Practices Act of 1977** (15 U.S.C. §§ 78dd-1, et seq.), as amended; or (e) the **U.K. Bribery Act 2010**, as amended. Each party shall defend, indemnify, and hold the other party harmless from and against all claims, damages, losses, penalties, costs and expenses arising from or related to,

any breach by such first party of such warranty. Such indemnity obligation shall survive termination or expiration of the Agreement. Each party shall in good time respond in reasonable detail to any notice from any other Party reasonably connected with the above stated warranty and furnish applicable documentary support for such response upon request from such other party. Each party agrees to (i) maintain adequate internal controls; (ii) properly record and report all transactions; and (iii) comply with the laws applicable to it. Each party must rely on the other party's system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data regarding the operations undertaken under these Terms. No party is in any way authorized to take any action on behalf of another party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities or any other transaction, or which would put such party in violation of its obligations under the laws applicable to the operations under these Terms.

### **13. DISPUTE RESOLUTION**

13.1. Negotiation. Seller and RigNet will attempt to settle any dispute, controversy or claim arising out of these Terms, its construction, interpretation, breach, or performance, through consultation and negotiation in good faith and the spirit of mutual cooperation. The parties agree to first refer the matter for consideration and solution by the responsible executives of the parties. Either party may commence such proceedings by delivering to the other party a written request for such a meeting. Such request will describe the dispute and identify the requesting party's responsible executive for purposes of resolving the dispute. The party receiving such a request will have seven (7) days to designate in writing to the requesting party its responsible executive for the purpose of resolving the dispute. The responsible executives will meet to resolve the dispute within seven (7) days after said designation or at a later date if mutually agreed upon, and at time and location as may be mutually agreed upon.

13.2. Binding Arbitration. If the responsible executives are unable to resolve the dispute, then the dispute will be resolved by binding arbitration in Houston, Texas, or at another mutually agreed location. Seller will not withhold and will continue to provide to RigNet the Deliverables to be provided hereunder while the parties are proceeding to resolve their differences. Either party may invoke this arbitration provision by giving written notice to the other of the subject of the dispute. If the amount in controversy is less than \$100,000 USD, the dispute shall be settled by a single arbitrator appointed in the manner as suggested by the American Arbitration Association ("AAA"). For matters with an amount in controversy in excess of \$100,000 USD, the arbitration will be conducted by a panel of three (3) arbitrators selected in accordance with the commercial rules of the AAA, or other arbitration rules as may be mutually agreed to by the parties. Each arbitrator will be an attorney familiar with the factual subject matter relevant to the dispute. Each party will be entitled to discovery to the same extent permitted by the Federal Rules of Civil Procedure. In all other respects, the parties and the arbitrators will conduct the arbitration proceedings in accordance with the commercial rules of the AAA, except where preempted by federal statute, rule or regulation. The arbitrators will issue a written opinion stating the bases of the opinion and include detailed findings of fact and conclusions of law. The judgment of the arbitrators will be final and binding upon the parties to these Terms and may be entered in any court of competent jurisdiction. Each party will choose and pay the fees and costs for the one arbitrator chosen by such party; these 2 arbitrators will agree and choose a third arbitrator, and the fees and costs of the third arbitrator will be shared equally by the parties to these Terms. Each party to these Terms will pay its own costs and attorneys' fees. Notwithstanding the foregoing, the arbitration panel may include in its ruling a different allocation of costs, arbitrators' and/or attorneys' fees and/or costs.

13.3. Judicial Proceedings. Notwithstanding anything to the contrary in this Section, nothing in this Section precludes either party to these Terms from resorting to judicial proceedings where either party seeks equitable or interim relief from a court, including a restraining order or an injunction, as is necessary to prevent serious and irreparable injury to that party or to others.

13.4. Governing Law. The Agreement and any disputes arising under or relating to these Terms, irrespective of the place of performance, shall be governed by the laws of the State of Texas, excluding its choice of law rules requiring the application of any other law. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods, the Protocol amending the 1974 Convention, done at Vienna April 11, 1980, and

UCITA to the contractual relationship created under these Terms and to the validity, enforcement and interpretation of these Terms.

13.5. Waiver of Jury Trial. THE PARTIES MUTUALLY AND INTENTIONALLY AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO ANY DISPUTE RELATING TO OR INTERPRETATION OF THESE TERMS. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS MUTUAL WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS.

#### **14. RIGHT OF AUDIT**

14.1. General. Each party shall cooperate in any audit of such records that the other may undertake; provided, however, that: (a) any such audit shall be at requesting party's sole expense; (b) no such audit may occur more than once in any twelve (12) month period (audits responsive to the request of a tax authority shall not be deemed an audit for the twelve (12) month limitation); (c) shall have the right to approve the auditor used for any such audit, with such approval not to be unreasonably withheld or delayed, (d) such audit will be subject to non-disclosure terms acceptable, and (e) nothing herein shall be deemed to grant the right of access to confidential personnel, payroll, profit, or internal cost data of the requesting party.

#### **15. FORCE MAJEURE**

15.1. Except for obligations related to the payment of money owed, the parties shall be excused from performing under the terms of these Terms or any Purchase Order issued pursuant to the terms of these Terms, if and for so long as such compliance is prevented by occurrences such as, but not limited to, riots, labor disputes, strikes, lock-outs, wars (declared or undeclared), insurrections, rebellions, terrorist acts, civil disturbances, orders of governmental authority, whether such authority be actual or assumed, acts of God, hurricanes, storms, tornadoes or other catastrophic weather events or other act or cause which is reasonably beyond the control of such party, any such event being herein sometimes called "Force Majeure". In the event that either party hereto is rendered unable, wholly or in part, by any such occurrence to carry out its obligations under these Terms, it is agreed that such party shall give notice and details of Force Majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the party giving the notice shall be suspended during the continuance of any inability so caused. For those events lasting more than 30 consecutive days, either party shall have the right to terminate the Purchase Order for the Deliverables affected by the force majeure with no penalty or fee of any kind.

#### **16. GENERAL PROVISIONS**

16.1. Headings. The article and paragraph headings contained in these Terms are for convenience only and are not intended to affect the meaning or interpretation of these Terms.

16.2. Notices. Any notice or other communication required or permitted to be given by any provision of these Terms or a Purchase Order shall be in writing and shall, unless otherwise provided, be deemed to have been effectively given (a) upon personal delivery, (b) when sent by registered or certified first class mail, postage pre-paid, or (c) when sent by an overnight courier service with all fees prepaid, in each case to the applicable party at its address set forth below or such other address as the applicable party may otherwise designate by providing notice hereunder.

RigNet:  
RigNet, Inc.  
P. O. Box 941629  
Houston, Texas 77094  
Attention: Legal Desk

Seller:  
At the Address Set Forth In Seller's Purchase Order

With a Copy to:  
General Counsel  
RigNet, Inc.  
15115 Park Row, Suite 300  
Houston, Texas 77084  
Facsimile: 281-674-0101  
Email: legaldesk@rig.net

16.3. Business Code of Conduct. Seller agrees to conduct business with RigNet in an ethical manner that is consistent with The RigNet Principles of Business Code of Conduct for Consultants, Contractors. Seller acknowledges it has been provided with a copy of the Code of Conduct and agrees to complete RigNet's online certification process.

16.4. Assignment. Seller may not assign, voluntarily or involuntarily, any of its rights or these Terms or delegate any of its obligations without the prior written consent of RigNet. These Terms is binding upon and enforceable by each party's permitted successors and assignees. Any assignment in violation of this Section is null and void.

16.5. No Waiver; Cumulative Remedies. Any waiver granted by a party must be in writing. No failure or delay by a party in exercising any right or remedy or in requiring the satisfaction of these Terms or Purchase Order, and no act or omission of a party or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only on that occasion and only for the stated purpose. A waiver once given shall not constitute a waiver on any other or future occasion or for any other purpose. All remedies provided for in these Terms will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

16.6. Reliance on Counsel. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into these Terms. Each party represents and warrants that it has read, knows, understands and agrees with all terms of these Terms, including the terms of any Schedule, and neither these Terms, any Schedule, nor any Purchase Order, shall be construed against either party as the drafter.

16.7. No Publicity. Seller will not, without RigNet's prior written consent, as to format/design, content, method and timing of release, make any news release, public announcement, denial or confirmation of these Terms, its value, or its terms and conditions, or in any other manner advertise or publish these Terms, including in any advertising, publicity release or sales presentation.

16.8. Severability. If any provision of these Terms is determined to be invalid, illegal or unenforceable in whole or in part, then the invalid, illegal or unenforceable provisions shall be deemed severed and the remaining provisions of these Terms shall remain in full force and effect unless the provisions so severed were provisions critical to providing either party its essential benefits under these Terms.

16.9. Independent Contractor. It is specifically agreed that for all purposes Seller Personnel are independent contractors and not employees of RigNet and, further, that Seller shall be solely responsible for all Seller Personnel Compensation. Neither Seller nor their employees have any authority to represent or bind RigNet in any capacity with a third party. It is further agreed, consistent with Seller's independent contractor status, that: (a) Seller has the sole right to control and direct the means, manner and method by which the services required by these Terms will be performed; (b) Seller has the right to perform the services required by these Terms at any place, location or time; (c) Seller will furnish all Goods and materials used to provide the services required by these Terms; (d) Seller, provided it receives prior written consent from RigNet, has the right to hire assistants as subcontractors, or to use employees to provide some of the services required by these Terms. (e) neither Seller employees nor contract personnel shall receive any training from RigNet in the skills necessary to perform the services required by these Terms; and (f) RigNet shall not require any of Seller's employees or contract personnel to devote full time to



performing the services required by these Terms. These Terms shall not create a partnership, joint venture or agency between the parties. Each party shall serve as an independent contractor for the other party and as such, neither party has the power or authority to bind the other to any contract, arrangement, agreement or otherwise.

16.10. Survival. In addition to any other provisions that by its content are intended to survive the expiration or termination of these Terms, all sections concerning warranties, non-payment in the event of a material breach, ownership, confidentiality, right to audit and indemnity provisions of these Terms shall survive the expiration or termination of these Terms.

16.11. RigNet Marks. Nothing in these Terms grants Seller the right to use any trademarks, trade dress, trade names or logos proprietary to RigNet. If Seller is granted a right to use such marks, Seller will do so only in strict compliance with RigNet guidelines provided by RigNet.

16.12. Remedies. Unless otherwise provided in these Terms, all rights and remedies of the parties, under these Terms, in law or at equity, are cumulative and may be exercised concurrently or separately.

16.13. Time of the Essence. Time is of the essence for performance of all of Seller's obligations under these Terms and any applicable Purchase Order.

16.14. Entire Agreement; Modifications; Inconsistencies. These Terms and any attached Schedules and Purchase Orders issued pursuant to the terms of these Terms constitute the entire agreement of the parties as to the Deliverables. These Terms supersedes all agreements, proposals, inquiries, commitments, discussions and correspondence, whether written or oral, prior to or contemporaneous with the Effective Date relating to the Deliverables. These Terms may not be amended or modified except in writing signed by a duly authorized representative of each party.

16.15. Signatures. These Terms may be executed in counterparts, which together will constitute one and the same agreement. Each party may rely on an electronic or facsimile signature on these Terms the same as if it were an original signature, and each party will, if the other party so requests, provide an originally signed copy of these Terms to the other party.

**END OF PURCHASE TERMS AND CONDITIONS**

***SCHEDULES FOLLOW***

## SCHEDULE 1

### DEFINITIONS

#### 1. DEFINITIONS: THE FOLLOWING TERMS USED IN THE FOREGOING TERMS AND CONDITIONS HAVE THE MEANINGS SET FORTH AS FOLLOWS:

- 1.1. “AAA” means the American Arbitration Association.
- 1.2. “Acceptance” or “Accepted” has the meaning ascribed to such terms as set forth in Section 4.1.3.
- 1.3. “Agreement” shall have the meaning ascribed to such term in the introductory paragraph.
- 1.4. “Claim” means assertion of a right to receive or recover damages, money or other item of value from another.
- 1.5. “Confidential Information” has the meaning ascribed to such term as set forth in Section 10.1.
- 1.6. “Control” means: (a) the power to vote 51% or more of the equity interests of an entity; or (b) ownership of 51% or more of the beneficial interests in income or capital of an entity.
- 1.7. “Copyright Act” means the U.S. Copyright Act found at 17 U.S.C. § 101, as amended.
- 1.8. “Customer” means any of the end-user customers of RigNet.
- 1.9. “Days” shall mean calendar days unless otherwise noted.
- 1.10. “Deliverable” means any Equipment, Good or Service delivered or to be delivered by Seller under these Terms or any Purchase Order under these Terms, and includes any Developed Work, as that term is defined. For purposes of convenience, the term “Deliverable” as used herein includes both tangible property and services that may be provided under a Purchase Order.
- 1.11. “Developed Works” means any Deliverable prepared, developed or otherwise created, in whole or in part, by or on behalf of Seller in connection with a Purchase Order, including all related copyright, patent and other intellectual property rights therein throughout the world, including all partial or incomplete versions thereof.
- 1.12. “Documentation” means all written instructions, manuals, descriptions, and any other documents related to the Deliverables.
- 1.13. “Effective Date” shall have the meaning ascribed to such term in the introductory paragraph.
- 1.14. “Force Majeure” shall have the meaning ascribed to such term in Section 16.1.
- 1.15. “Goods” means all goods, equipment, hardware and other items of personal property that are provided or to be provided by Seller under these Terms. Where Goods are computer or electronic hardware or similar property, Goods shall be deemed to include any embedded software included for the operation of the Goods.
- 1.16. “Indemnified Person” means a party entitled to the protection of indemnification under any of the indemnification provisions of these Terms.

- 1.17. “Insolvent” means: (a) failure to meet undisputed obligations, including judgments, to third parties as those obligations become due, (b) a party’s stock is removed or delisted from a trading exchange, (c) a party’s long term debt goes on a watch or warning list, or (d) a party’s long term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.
- 1.18. “Licensed Person” has the meaning ascribed to such terms in Section 4.5.5.
- 1.19. “Loss” means any liability, claim, judgment, settlement, cost, or expense that a party may be obligated to pay to reimburse any damage that another person may have suffered.
- 1.20. “Net Price” means the final price paid by any customer of Seller, including RigNet, after all discounts, reductions, rebates, or adjustments of any kind are applied.
- 1.21. “Proprietary Information” shall include, without limitation, engineering designs, architecture and other technical data, as well as business plans, financial data, and other items pertaining to the above subject matter as may be necessary or desirable to achieve the purposes stated in these Terms.
- 1.22. “Purchase Order” means any written purchase order or Schedule for Deliverables issued by RigNet under these Terms.
- 1.23. “Replacement Costs” means all costs that RigNet incurs in obtaining, internally or from a third party, replacement Deliverables, including (a) the cost of disassembly and return shipping of any non-conforming Product or System, and (b) purchase, shipping, installation, training, and other service related costs of the replacement products and (c) repairing Deliverables.
- 1.24. “RigNet” shall have the meaning ascribed to the term in the introductory paragraph, and in an appropriate reference, shall include any RigNet Affiliate, so that provisions of these Terms that reference “RigNet” shall apply to any RigNet Affiliate that is acquiring Deliverables pursuant to the terms of these Terms.
- 1.25. “RigNet Affiliate” means any entity, directly or indirectly, having Control of, under the Control of, or under common Control with RigNet.
- 1.26. “RigNet Customer” means an end-user customer of one or more goods or services offered by RigNet or a RigNet Affiliate.
- 1.27. “RigNet Group” means RigNet, Inc., its parent company, subsidiaries, Affiliates, and each of their officers, directors, shareholders, members, managers, employees, independent contractors, subcontractors, or other authorized agents.
- 1.28. “Schedule” means any attachment to these Terms.
- 1.29. “Seller” shall have the meaning ascribed to such term in the introductory paragraph.
- 1.30. “Seller Group” means Seller, its parent company, subsidiaries, Affiliates, and each of their officers, directors, shareholders, members, managers, employees, independent contractors, subcontractors, or other authorized agents.
- 1.31. “Seller Personnel” means any employees, subcontractors or agents of Seller who perform Services, act on Seller’s behalf or are paid by Seller in connection with these Terms.
- 1.32. “Seller Personnel Compensation” means wages, salaries, fringe benefits and other compensation, including contributions to any employee benefit, medical or savings plan and all payroll taxes, unemployment compensation benefits, including withholding obligations.

- 1.33. “Services” means and includes all services related to or included as part of the Deliverables.
- 1.34. “Specifications” means the specifications and associated performance standards set forth or referenced in the applicable Purchase Order.
- 1.35. “Statement of Work” or “SOW” means a Purchase Order that provides specific terms and conditions for a Deliverable.
- 1.36. “Stop Work Order” has the meaning ascribed to such term in Section 3.7.
- 1.37. “Termination Settlement” has the meaning ascribed to such term in Section 8.4.1.
- 1.38. “Warranty Period” has the meaning ascribed to such term in Section 7.8.