

– Wavestream Corporation – Terms and Conditions for Procurement

These General Terms and Conditions for Procurement, as may be amended from time to time ("**Terms and Conditions**") govern the purchase of certain Work by Buyer from the Supplier. These Terms and Conditions are intended to establish a clear understanding of the rights, responsibilities, and obligations of both parties to ensure a smooth and efficient procurement process.

1. Definitions. "**Buyer**" – means Wavestream Corporation, a Delaware corporation with offices at 545 W. Terrace Drive, San Dimas, CA 91773-2915, USA ("**Wavestream**"), or any affiliate or a subsidiary of Wavestream, issuing an Order; "**Customer**" – means a customer with whom the Buyer has contracted, and who ordered from Buyer the respective Work; "**Order**" – means the instrument of contracting, such as "Purchase Order", "Service Order", "Subcontract", or other such type of designation, together with all referenced documents, exhibits, and attachments; "**Product**" – means the product(s), item(s), material(s), component(s) or part(s) ordered by Buyer from the Supplier, as detailed in the Order; "**Supplier**" – means the person/corporation contracting with the Buyer, pursuant to the Order; "**Work**" – means all required labor, articles, materials, supplies, goods, Products and/or services constituting the subject matter of the Order.

2. Acceptance of Terms and Conditions. These Terms and Conditions form an integral part of the Order in which they are referred to, or to which they are attached, and together constitute Buyer's offer to purchase the Work stated in the Order, from Supplier. The Supplier shall acknowledge the Order within 5 business days upon receipt. Such Order is revocable at any time before acceptance by Supplier, without any cause for compensation being established.

The Order shall be deemed accepted by Supplier upon the earlier of (i) Supplier's acknowledgment of the Order, or (ii) Supplier's acceptance of payment, or (iii) commencement of performance of Work. If the Supplier did not accept the said Order but provided Buyer with the Work and/or accepted Buyer's payments, Buyer may, at its discretion, either (a) accept the Work and treat it as Supplier's acceptance of the Order and the Terms and Conditions; or (b) reject the Order based on Supplier's rejection of the Order as aforesaid.

Acceptance of the Order is strictly limited to these Terms and Conditions, unless specifically agreed to in writing by both parties in the Order. Additional or differing terms or conditions proposed by Supplier are rejected by Buyer and have no effect. In the event of any conflict between the Terms and Conditions and the terms of the Order, the terms of the Order shall prevail.

3. Price and Payments. The prices set forth in the Order are firm and fixed unless otherwise stated therein. No additional charges (e.g., for packing, handling, cartage or change in currency) shall apply in addition to the Order price. The prices include all taxes (including VAT, duties and levies, where applicable), tariffs, and similar fees imposed by any government.

Unless explicitly agreed otherwise, payments will be made within sixty (60) days from the latter of the following: (i) Buyer's receipt of Supplier's proper and undisputed invoice; (ii) Acceptance of the Work; or (iii) actual delivery date of the Work. Invoices shall be submitted in duplicate after delivery and Acceptance by Buyer, with the second copy to be marked as a duplicate, and shall include the Order reference (Buyer's Order number) and the number of each delivery item

Buyer's payment obligation is conditioned upon Acceptance of the Work, according to section 7. In case of defective delivery or Work, Buyer is entitled to withhold a payment on a pro-rata basis, until complete and satisfactory fulfillment occurs, in addition to any other remedies and rights applicable to Buyer pursuant to these Terms and Conditions or applicable law. In addition, Buyer may set off any amount Supplier owes

to Buyer against any amount Buyer owes Supplier under the respective Order, or any other contract between the parties, or between Buyer's affiliates and Supplier. Payment shall be in USD, unless otherwise specified in the Order. In the event that payment is linked to a foreign currency, the payment will be made according to the representative exchange rate only, and according to the invoice date.

4. Delivery Terms. Time is of the essence with respect to all deliveries specified in the Order. Early delivery will be subject to prior coordination and approval of Buyer. Items delivered late may be returned at Supplier expense, and Buyer reserves all other remedies under applicable law in this regard. Unless otherwise specified in the Order, the Work shall be delivered to Buyer FCA (Incoterms 2020), Buyer's destination, by standard freight methods.

Risk of loss shall pass to Buyer upon delivery of the Work to Buyer at Buyer's destination, according to applicable incoterms as specified in previous paragraph. The title shall pass to Buyer upon Acceptance. The Supplier shall state the Product revision (in case exists) on all shipping documents and invoices. Delivery date code for all electronic components must be less than 20 months.

5. Changes. For an off-the-shelf Product, Supplier shall forthwith notify Buyer in writing on any anticipated change which may affect the form, fit, or function of the Product, or on any change in process or quality procedures. In case of such change, the Buyer shall have the right to reject such change and terminate the Order at no cause.

Except for Supplier's changes specified above, Buyer may, at any time, initiate change request in the general scope of the Order or any part thereof, by written notice to Supplier procurement representative. Any such request will be subject to the Supplier's approval. If such a change causes a substantial increase or decrease in the cost, time or quality, the parties shall negotiate in good faith the implications of such change and based on the mutual agreements, the Buyer shall revise the Order accordingly. Nothing contained in this "Changes" clause shall excuse Supplier from proceeding without delay in the performance of the Order as changed, unless such a delay was agreed between the parties.

6. Stop Work. Buyer may, at any time, by written notice to Supplier, require the Supplier to stop all or any part of the work under a specific Order for up to ninety (90) days or for such a longer period of time as the parties may agree. Upon receipt of such notice, the Supplier shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage. Within such stop-work period, Buyer shall either terminate the Order in accordance with the provisions of these Terms and Conditions or continue the Work, by written notice to Supplier. In the event of continuation, an equitable adjustment in accordance with the principles of this Changes clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

7. Inspection and Acceptance. The Buyer and/or its Customers may inspect the Work, including (when practicable) during manufacturing and/or before shipment. Supplier shall provide all information, facilities, and assistance necessary for safe and convenient

inspection without additional charge. Such an inspection shall not relieve Supplier of its obligations to furnish and warrant all Work in accordance with the requirements of these Terms and Conditions and the Order. Supplier shall be responsible to correct, at its expense, all latent defects, which cannot be discovered by Buyer through reasonable inspection methods or time of use.

Buyer shall be entitled to inspect the Work within 90 days upon delivery to Buyer's premises. The Work shall be deemed accepted by the Buyer only after delivery to the Buyer under the terms of the Order and these Terms and Conditions, accompanied by all the required documents and approvals required for the acceptance, successful completion of the acceptance testing/inspections by the Buyer, and subject to Buyer's quality assurance approval ("**Acceptance**"). Acceptance shall not derogate from Supplier's warranties and/or liabilities under these Terms and Conditions and the Order.

If Supplier delivers non-conforming Work, Buyer may, in addition to any other remedies available at law or at equity: (i) Accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require Supplier, at Supplier's cost, to make all repairs, modifications, or replacements at the direction of Buyer, necessary to enable such Work to comply in all respects with the Order requirements and these Terms and Conditions.

8. Quality Control System; Quality Requirements. Buyer's quality requirements form an integral part of these Terms and Conditions and each Order, and shall apply to all Orders for production parts and processes. Buyer reserves the right to modify its quality requirements from time to time, without notice. The Supplier shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in these Terms and Conditions and/or the Order. Records of all quality control inspection work by Supplier shall be kept complete and available to Buyer and its Customers. Off-the-shelf Products must be ordered according to approved manufacturers according to Buyer's approved vendor list, and only from authorized/franchised distributors, as authorized by their respective manufacturer(s).

9. Warranty. The Work provided shall be warranted (i) to conform to the respective specifications, (ii) to be new and made from new materials (unless otherwise stated in the Order) and no Product nor any part therefore shall be counterfeit; (iii) to be free from claims by third parties, and (iv) to be free from defects, whether patent or latent, in design (except in the case of Buyer's design), material, and workmanship for 18 months from delivery to Buyer, unless otherwise set forth in the Order. If any of the Work delivered by Supplier do not meet these warranties, Buyer may, in addition to any other rights Buyer may have under applicable law, (i) require Supplier to repair, replace or reperform at no cost to Buyer any defective or non-conforming Work, or (ii) return to Supplier the defective or non-conforming Work at Supplier's expense, and receive a full refund of the purchase price, or (iii) correct the defective or non-conforming Work and charge Supplier with the cost of such correction. In any case, Supplier shall bear all costs associated with transportation from/to Buyer's premises. This warranty shall survive any inspection, delivery, Acceptance, or payment by Buyer for the Products.

10. End of Life/End of Support. The Supplier shall provide Buyer with a written notice of no less than twelve (12) months in advance of the end of life or end of support (together: "**EOL**") of any Products. During the EOL period, the Buyer shall have the right to place a last time buy Order for such Products, according to the terms as will be agreed between the Parties. If the Supplier cancels the EOL notification of any Products, any pending last time buy Order may also be canceled by the Buyer, without any penalties or charges.

11. Audit and Records. The Supplier shall retain all relevant documents and records pertaining to the Work, for a period of 10 years following final payment. Buyer shall have the right, subject to prior written coordination with Supplier, to audit such records related to the

performance of the Work and for pricing, to evaluate the completeness and accuracy Supplier's records.

12. Furnished Property. Buyer may, by written authorization, provide to Supplier certain property (including golden unit) owned by either Buyer or its Customer ("**Furnished Property**"). Furnished Property shall be used only for the performance of the Order. Title to Furnished Property shall always remain in Buyer or its Customer. The Supplier shall clearly mark all Furnished Property to show its ownership.

Except for reasonable wear and tear, Supplier shall be responsible for, and shall promptly notify Buyer of, any loss or damage to the Furnished Property. Without additional charge, Supplier shall manage, maintain, and preserve the Furnished Property in accordance with applicable law, Buyer's instructions, the requirements set forth in the Order and good commercial practice. At Buyer's request and/or upon completion of the Order, the Supplier shall submit, in an acceptable form, inventory lists of the Furnished Property and shall deliver or make such other disposal as may be directed by Buyer.

13. Work on Buyer's and Third Party's Premises. For the purpose of this clause, "Premises" means premises of Buyer, its Customers, or other third parties where the Work is being performed. The Supplier shall ensure that Supplier personnel that are working on the Premises comply with any on-premises policies. Prior to entry on the Premises, Supplier shall coordinate its access. Buyer may, at its sole discretion, have Supplier remove any specified employee of Supplier from the Premises and require that such employee not be reassigned to any Premises under the Order.

14. Termination for Convenience. The Buyer reserves the right to terminate the Order (in whole or in part) for convenience at any time, by giving a written termination notice to the Supplier, specifying the extent of termination and the effective date of termination. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to these Terms and Conditions, Supplier shall be paid a percentage of the Order price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable non-cancelable charges that have resulted from the termination, which Supplier can demonstrate to the satisfaction of Buyer, by using its standard record keeping system. Supplier shall not be paid for any Work performed or costs incurred which reasonably could have been avoided. In no event shall Buyer be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order price. Supplier's termination claim shall be submitted within sixty (60) days from the effective date of the termination. Until the effective date of termination, the Supplier shall continue all Work not terminated.

15. Termination for Default/Cause. Buyer shall be entitled to terminate the Order (in whole or in part) immediately, without liability, and Buyer reserves its rights to all remedies available to it under applicable law with respect thereto, in the event: (a) Supplier defaults in the performance of these Terms and Conditions and/or the Order, and such default or delay is not cured within ten (10) days from receipt of written notice from Buyer of such default or delay; and/or (b) Supplier ceases to operate for a period exceeding 30 days, or if it is facing bankruptcy or receivership proceedings, the Supplier's death (in case of individual), or in the case of a corporation - liquidation proceedings, or if an application is filed to appoint a receiver by his creditors, or in the process of arranging a debt with his creditors. In each of these cases, Buyer will be entitled, without any further authorization, to enter the Supplier's premises and take possession of Buyer's assets. The Supplier shall not be entitled to any compensation other than in respect of the unperformed Work already supplied, received, and Accepted by the Buyer. The Buyer will be entitled to receive full reimbursement for payments already paid with respect to the terminated Work.

16. Intellectual Property. Supplier warrants that no third party has



any intellectual property rights on any item listed in the Order and in particular, that no patents, licenses or other intellectual property rights will be violated through the delivery and use of the Work listed in the Order.

License to use: To the extent any Work supplied by Supplier to Buyer hereunder include any pre-existing intellectual property owned or licensed by Supplier ("**Supplier's licensed IP**"), Supplier hereby grants to Buyer a worldwide, non-exclusive, perpetual, fully paid-up, royalty-free license to the Supplier's licensed IP, with the right to use, reproduce, modify make, sell, distribute, support, develop or otherwise exploit (in each case, directly or indirectly) in Buyer's products and services. Supplier will promptly provide to Buyer any enhancements or updates to Supplier's licensed IP made during the term of the Order.

Open source: The use of an open-source in any Work in connection with the Order shall be subject to the following accumulative terms: (i) The incorporation of open-source within the Work is permissible according to the open-source's terms and conditions, and the use of it by the Buyer shall not violate any third party rights, including (without limitations) intellectual property rights; (ii) Supplier shall incorporate the relevant notices regarding copyright and/or other notices, as may be required by the open-source's terms and conditions; (iii) Supplier shall not use any copy-left open-source or other type of open-source that may derogate and/or otherwise eliminate Buyer's ownership and/or rights in and to the Work, including any information incorporated therein.

IP in developments: Buyer shall own and does own and retain all intellectual property rights in and to any development performed by Supplier, unless otherwise agreed between the parties in the Order.

Indemnification: Supplier shall defend and hold Buyer harmless from and against any claim that is brought against Buyer, its affiliates or its Customers, that the Work supplied by Supplier or listed in the Order, infringes or misappropriates a patent, copyright, trade secret or other intellectual property rights of any third party. Buyer shall notify Supplier in writing on any such claim and give Supplier authority, information, and assistance, at Supplier's expense, to defend the claim. Supplier will pay all damages and costs awarded against Buyer, its affiliates or its Customers, and cost of investigation and legal advice. If use of any Work is enjoined, Supplier will, at Supplier's expense, procure the right to continue using the item, replace the item with a non-infringing equivalent, or with Buyer written approval, remove the item and refund the purchase price and the transportation and installation cost.

17. Supplier's Liability and Indemnification. The Supplier shall be liable for tangible property damages or losses and for bodily injury caused to any person, including its own employees, the Buyer, its affiliates and/or Customer's employees, or anyone acting on their behalf, caused in connection with the Supplier's execution of the Order.

Supplier shall, at its own expense, indemnify Buyer and/or Buyer's Customers, and their affiliates, subsidiaries, officers, agents and employees and hold them harmless from and against any and all damages, liabilities, claims, including third party claims for infringement of IP, costs, charges, judgments and expenses (including reasonable attorneys' fees) (collectively "**Damages**") that may be sustained, suffered or incurred, arising from or related to any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under the Order.

18. Insurance. Supplier undertakes to procure and maintain adequate insurance, as required by a prudent Supplier, to cover its legal and contractual liabilities by purchasing comprehensive insurance policies, which will include as a minimum, worker compensation insurance, commercial general liability insurance and "all risk" property insurance. If the Supplier provides professional services and/or IT or technology related services, Supplier shall maintain professional liability insurance and cyber liability insurance.

19. Rights and Remedies. The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity. Any failure by either party to

enforce strict performance by the other party of any provision hereof shall not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Contract.

20. Confidentiality and Publicity. The Supplier undertakes to keep confidential, both during the execution of the Order and thereafter, any information disclosed to it by Buyer, whether commercial or technical information, or any other information relating to the execution of the Order, or to Buyer's (or its affiliates') business, its products, working methods, Customers, etc. the Supplier shall use Buyer's confidential information only for the purpose of executing the Order. This obligation will survive any termination or expiration hereof. Supplier's confidentiality undertaking herein does not derogate from the terms of any confidentiality agreement signed between the Supplier and Buyer. Supplier will not (a) issue any press release, (b) use any of Buyer's products or Buyer's name in promotional activity, or (c) otherwise publicly announce or comment on these Terms and Conditions and/or an Order, without our prior written consent of Buyer.

21. Change in Control of Supplier. Supplier will promptly notify Buyer in writing of any potential change of control of Supplier, and provide any information on such party and the transaction as Buyer may request, consistent with applicable law and confidentiality restrictions. In the event of such a change of control, the Buyer shall be entitled to terminate the Order for convenience, according to section 14 above.

22. Independent Contractor Relationship. The Terms and Conditions and/or the Order do not create an employer-employee or agency relationship, or a joint venture or partnership between Buyer and the Supplier. The Supplier is engaged as, and shall be an independent contractor only for all purposes. The Supplier shall be solely responsible for all personnel and entities (including subcontractors) which Supplier engages to carry out any or all of its obligations under the Order.

23. Assignment and Subcontractors. Supplier shall not assign or subcontract the Order (or any part thereof) to any third party, unless prior written consent is given by Buyer. If such consent is granted, Supplier shall remain responsible for meeting all contractual obligations, and shall be solely liable for its subcontractor's acts or omissions. Any breach by Supplier's subcontractors shall be considered as Supplier's breach for all cause and intents.

24. Governing Law. These Terms and Conditions and any Order thereto shall be governed, construed and enforced in accordance with the laws of the State of California, United States of America, without regard to its conflict of law principles. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract. Any dispute or controversy arising from or relating to the formation, performance, or breach of these Terms and Conditions (or any Order) shall be decided through impartial arbitration in Los Angeles County, California, before the American Arbitration Association in accordance with its then current rules for commercial arbitrations. Both parties waive the right to trial by jury in any such dispute. To the fullest extent allowed by law, the decision of the arbitrator shall be final and binding and enforceable by any court of competent jurisdiction. Discovery in any such arbitration shall be governed by the California Arbitration Act including but not limited to California Code of Civil Procedure section 1283.05.

25. Contract Direction. Except as otherwise provided herein, all notices to be furnished by Supplier shall be in writing and sent to the Buyer procurement representative. Only the Buyer procurement representative has authority on behalf of Buyer to make changes to the Order. All amendments must be identified as such in writing and executed by the parties.

26. Covenant Not to Sue. Supplier hereby covenants that: (i)



Buyer and its Affiliates and their Customers shall have the right to use and integrate Supplier's licensed IP into Buyer's products and/or services; (ii) Supplier shall not sue Buyer or its Affiliates or their Customers for infringement of Supplier's licensed IP or to contest as authorized by this Agreement; (iii) Supplier shall not infringe or contest the validity of any intellectual property rights belonging to Buyer, its affiliates or its Customers.

Buyer has the right to reject any Product which, at Buyer's sole discretion, does not comply with international trade regulations, the Policies and/or applicable government requirements.

27. Export Control. The Supplier shall obtain, at its own expense, any license, including marketing licenses, export and re-export licenses, brokerage licenses and any other permit, required to allow Buyer to receive and to export, including to re-export, the subject matter of the Order by Buyer and by its Customers. The Supplier will report to Buyer within 30 days from receipt of the Order pertaining to the various laws that exercise control over the subject matter of the Order (dual use, EAR, USML, etc.) and shall provide country of origin and ECCN number for off-the-shelf Products. The Supplier will be exclusively responsible and liable for the validity of any document executed by the Supplier. In any matter pertaining to the laws of export control, the Supplier will be deemed the exporter until the subject matter of the Order is supplied to Buyer (or Buyer's Customer, as the case may be).

28. Compliance with Policies, Security and Government Requirements

The Supplier declares that it has read, understood and shall comply with: (1) [Supplier Code of Conduct](#) as may be in effect from time to time, which sets Gilat's requirements applicable to suppliers with respect to conduct, compliance, and responsible business practices; (2) [Minimum Security Requirements for Suppliers](#), where applicable according to the terms of such requirements; (3) the prohibitions contained in the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, 78dd-2 and 78dd-3; (4) the prohibitions contained in the UK Bribery Act; (5) the anti-bribery and conflict of interest laws and relevant regulations in the countries in which it operates or performs services; (6) section 889 of the Federal Acquisition Regulation (FAR) which are incorporated to these Terms and Conditions by reference, and (7) any other applicable provisions of the National Defense Authorization Act (NDAA), as implemented through the FAR and/or Defense Federal Acquisition Regulations (DFAR), which will be specified in the Order.

Where applicable, Supplier further represents that it has trained its officers, directors, employees and other agents with respect to anti-corruption compliance. Supplier warrants that it has not made or authorized, and agrees that it will not make, authorize or receive, directly or indirectly through another person or entity, any offer or payment of anything of value to any Government Official (as defined in the foregoing policies in any way connected to performance of the Order or Buyer's services and activities).

Buyer expects its suppliers who provide its material(s)/part(s) containing tin, tantalum, tungsten, and/or gold to commit to compliance with OECD guidance for sourcing those materials from environmentally and socially responsible sources. The Supplier are expected to define, implement and communicate to their sub-suppliers its own policy to undertake reasonable due diligence to determine whether those minerals are originated from conflict-free smelters, outlining their commitment to responsible sourcing of these minerals, e.g. by using the EICC Minerals Reporting Template. The Supplier undertakes that to the extent that the Work that is the subject of the Order contains one or more of the following minerals: gold, tin, tungsten and tantalum, the Supplier shall provide Buyer with timely and necessary information regarding such minerals, and reasonable traceability data shall be provided to Buyer upon request. The Buyer reserves the right to request further evidence of the source of those material(s)/part(s) when necessary.

In addition, the Supplier shall notify, immediately if there is a modification to the supply chain constituents, smelters, or refiners that affect the Product's conflict mineral declaration status through an updated Conflict Minerals Reporting Template (CMRT) report. Supplier shall download the latest version of CMRT, found on Responsible Minerals Initiative (RMI) website for the reporting.