

Wavestream Corporation – General Terms and Conditions for Sales

These General Terms and Conditions for Sale ("**terms and conditions**") govern the relations between Wavestream Corporation, with registered office at 545 West Terrace Drive, San Dimas, CA 91773 ("**Seller**" or "**Wavestream**") and the person or entity which places an Order with the Seller, or that Seller sends a proposal to ("**Buyer**"), for the purchase of Seller's Product(s) and/or Services (as defined below):

1. DEFINITIONS. "**Product(s)**" shall mean any product, equipment, part, component or item identified on the Seller's proposal or quotation; "**Service(s)**" shall mean any services identified on the Seller's proposal or quotation; "**Order**" or "**Purchase Order**" shall mean any purchase order issued by Buyer, for the purchase of Seller's Product(s) and/or Services.

2. ACCEPTANCE OF TERMS AND CONDITIONS. Unless there is a valid agreement between the Seller and Buyer for the purchase of the Product(s)/Service(s) by Buyer from the Seller, these terms and conditions set forth the entire agreement between the parties with respect to the subject matter hereof, and cancel and supersede all other communications, representations, understandings, agreements and course of dealings. In the event of a conflict between the agreement between the parties (if any) and the Order, or between these terms and conditions and the Order, the agreement/these terms and conditions (as the case may be) will prevail, unless otherwise specifically agreed in the Order, subject to the terms under section 3 below.

3. ACCEPTANCE OF ORDERS. All Orders issued by Buyer are subject to acceptance by Seller. Acceptance of Orders is expressly made conditional on Buyer's assent to these terms and conditions, and Seller agrees to furnish Products and/or Services (as applicable) only upon these terms and conditions. Unless otherwise mutually agreed between the parties, Buyer's Purchase Order is solely for the purpose of providing Product or Service description, price, requesting delivery or service dates, delivery schedule, shipping destinations or service locations and instructions. Any changes to a Purchase Order shall be subject to the Seller's prior approval (according to section 4 below) and may result in change of Seller's original proposal. Product specifications are subject to non-material changes by Seller without notice to Buyer. Any terms and conditions of Buyer's Purchase Order or other documents or communications which are in any way in addition to or inconsistent with these terms and conditions shall not be binding and shall not apply, unless specifically agreed to in writing by Seller.

4. MODIFICATION AND CANCELLATIONS OF ORDERS. Orders cannot be canceled or modified by Buyer without obtaining Seller's written consent. In no event shall any Order be modified or canceled, if any portion thereof manufactured or in the process of manufacture at the time the request for modification or cancellation, unless Seller agree to satisfactory terms

which shall protect and indemnify Seller against all loss. In the event an Order was cancelled according to the above terms, Seller shall invoice Buyer for Seller's costs associated with such cancellation (such as cost for finished goods, non-cancelable costs pertaining to equipment or items used in the manufacture process, work in process, labor and Seller's cancellation fees). The Buyer shall pay such cancellation fees according to the payment terms herein.

5. TERMS OF PAYMENT. Seller reserves the right to review and change payment terms on an Order-by-Order basis for Products or Services. Unless otherwise agreed to in writing by Seller, payment shall be made in U.S. Dollars by Buyer via electronic wire transfer to Seller's designated bank. Payment in full for all Orders shall be made by Buyer to Seller within thirty (30) days after the Products are delivered pursuant to these terms and conditions, or the Services have been performed. The unpaid portion of any amount not paid within thirty (30) days shall bear interest at the rate of 1.5% of the outstanding balance per calendar month or the maximum rate permitted by law, whichever is lower, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller may suspend performance of any Order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. If Buyer delays shipments, payments will become due on the date when Seller is ready to ship the Products or perform the Services.

6. PRICES AND TAXES. The price of the Products and Services is exclusive of all taxes, duties, fees, or other charges, which are now or may thereafter be imposed (whether by foreign, federal, state, municipal or other public authority), with respect to the sale, purchase, delivery, storage or use of such Products or Services. Buyer shall be solely and fully responsible for such taxes, duties, fees or other charges. If Seller is required to pay any such taxes, duties, fees or other charges, Buyer shall reimburse Seller promptly upon receipt of Seller's demand for payment of such taxes, duties fees or other charges. Any request for exemption from such taxes, duties, fees, or other charges must include a properly executed exemption certificate to the Seller prior to shipment.

7. SHIPMENT/RISK OF LOSS; TITLE. All prices/shipments are EXW (Incoterms 2020) Seller's facilities or other location designated by the Seller. Risk of loss and title shall pass to Buyer upon delivery to the carrier. Buyer may select the manner of shipment and the carrier by providing Seller with written shipping instructions at the time of placing the order. In the absence of specific instructions, Seller reserves the right to make arrangements as necessary and Seller will ship by the method it deems most appropriate.

8. INSEPCION AND SUITABILITY. Buyer may inspect the Products or Services within thirty (30) days of delivery. If no acceptance or rejection is provided to Seller within thirty (30) days, the Product(s)/Service(s) will be deemed accepted.

Before using any Product purchased hereunder, Buyer shall determine the suitability of such Product for Buyer's intended use by considering such factors as overall product design and the processing and environmental conditions to which such Product will be subjected. Buyer shall assume all risk and liability whatsoever resulting from the use of such Product.

9. WARRANTY. Unless specified otherwise and included in the applicable Purchase Order, Seller warrants that for a period of twenty-four (24) months from the date a Product is shipped to Buyer (the "**Warranty Period**"), such Product shall conform to the applicable specifications for such Product in effect as of the date of purchase, when subjected to normal and proper usage (the "**Limited Warranty**"). If a Product is returned to Seller, such Product must first be marked or identified with a Return Material Authorization ("**RMA**") number obtained from Seller. Such Product must be returned to a receiving point designated by Seller, transportation charges prepaid, within thirty (30) days after failure. Seller shall have the right to reject Products that are not marked with RMA numbers or are not received within the period set forth above.

Notwithstanding the foregoing, return of Products under this Limited Warranty, that are found by the Seller to be free from defect, or damages that are not covered by Seller's Limited Warranty, may be subject to evaluation charges, and payment for repair service or replacement, at Seller's then prevailing rates. As Seller's sole responsibility and Buyer's exclusive remedy in the event of any material nonconformity, Seller, at its sole discretion, shall repair or replace the non-conforming Product. Any Product repaired or replaced under the Limited Warranty shall be warranted only for the remainder of the original Product's Warranty Period.

Buyer shall not reverse engineer, decompile, deconstruct, decrypt, disassemble, synthesize, or extract any element of and/or otherwise use the Product not in accordance with Seller's documentation or instructions.

The Limited Warranty shall not cover, and Seller is not responsible for any damage caused by (i) misuse, abuse,

improper use, improper storage, improper installation, maintenance that is not in accordance with any handling or operating instructions supplied by Seller, causes which are external to the Product (such as extensive physical or electrical stress, facility power loss, power surge, static discharge), theft, neglect, reckless, willful, or intentional conduct, any service, handling, repair, modification or alteration - in each case, except by Seller (unless specifically authorized by Seller), accident, Force Majeure Event or other cause not within the reasonable control of Seller; (ii) integration, incorporation or other combination of such Product with other non-Seller products, parts or components.

OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT(S) AND/OR SERVICE(S) ARE PROVIDED AS-IS, AND SELLER HEREBY EXCLUDES ALL WARRANTIES, WHETHER EXPRESSED, STATUTORY OR IMPLIED BY OPERATION OF LAW, COURSE OF DEALING, TRADE USAGE, REPRESENTATION, STATEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE PRODUCT(S)/SERIVCE(S) WILL BE FREE FROM ANY DEFECT, ERROR, BUG OR OTHER FAILURE, OR THAT IT WILL BE UNINTERRUPTED IN ITS USE OR OPERATION.

Seller neither assumes nor authorizes any person or entity to assume for Seller any other additional liability, obligation or responsibility in connection with the Products or Services purchased hereunder, including any affirmation, representation, or warranty concerning such Products or Services made by an agent, employee, or representative of Seller, unless the affirmation, representation, or warranty is specifically included with these terms and conditions. The Buyer accepts all of the Products and Services purchased hereunder subject to the terms herein.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY UNDER THESE TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE TO ANYONE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, LOSS OF REVENUES, DAMAGES TO BUSINESS OR REPUTATION HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR

DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY UNDER THESE TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S MAXIMUM LIABILITY FOR ALL CLAIMS OF ANY KIND RELATING TO THESE TERMS AND CONDITIONS, AND ANY ORDER OR PRODUCT/SERVICES SOLD OR DELIVERED HEREUNDER, SHALL NOT EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO SELLER HEREUNDER BY THE BUYER FOR THE RESPECTIVE ORDER THAT GAVE RISE TO THE CLAIM. THE BUYER HAS ACCEPTED THESE TERMS AND CONDITIONS AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCTS AND SERVICES, AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF SELLER WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN.

11. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller, its officers, directors, agents, employees, successors, assigns and customers, and release and not make claim or suit against Seller from any and all suits, claims, losses or other liabilities and expenses, including legal fees or judgments, resulting from any claim made or action brought against the Seller as a result of (i) Products manufactured according to Buyer's specifications, design or instructions; (ii) Buyer's breach of these terms and conditions.

Seller will defend claims to the extent brought against the Buyer for infringement of any third party IP Rights relating to, or allegedly relating to, the Product(s)/Service(s) sold or rendered by Seller, and will pay all sums which, as determined by final judgment or court decree in any such claims, assessed against the Buyer on account of such infringement, provided that Buyer shall (i) forthwith notified Seller on such claim and provided Seller with any reasonable information and assistance; and (ii) transfer Seller with sole authority to handle defense proceedings or to compromise or settle any such claims; and (iii) provide Seller with assistance and information as reasonably requested by Seller. Seller's indemnity obligations shall not apply to any infringements or alleged infringements caused by: (i) unauthorized use, modification or additions to the Product(s)/Service(s) by anyone other than Seller, (ii) Seller's compliance with Buyer's instructions, design or specifications, (iii) use of the Product(s)/Service(s) inconsistent with their specifications, user manuals or documentation; or (iv) use of the Product(s)/Service(s) in combination with other apparatus or software not supplied by Seller.

Should the Product(s) become or be likely to become, in Seller's opinion, the subject of infringement of any IP Rights, Seller may (at its sole discretion): (a) correct, modify or procure the right to continue using the affected

Product(s); or if the foregoing options are not reasonably applicable - take back the infringing Product and refund the purchase price less a reasonable allowance for use, damage or obsolescence.

THE ABOVE SETS SELLER'S SOLE OBLIGATION AND BUYER'S SOLE REMEDY WITH RESPECT TO IP RIGHTS INFRINGEMENTS.

12. INTELLECTUAL PROPERTY. All intellectual property rights subsisting in or related to the Product(s) and/or Services, including but not limited to patents and other know-how, trade secrets, copyrights, and trademarks, both registered and unregistered, owned and/or otherwise used by Seller, and all goodwill related thereto (collectively the "IP Rights") are and shall remain at all times the exclusive property of Seller or, as the case may be, its vendors and/or licensors, and may not be exploited, reproduced or used by Buyer except as expressly permitted in these terms and conditions. The Buyer shall not have or acquire any right, title or interest in, or otherwise become entitled to any IP Rights, by taking delivery of, making payment for, distributing and/or selling or otherwise using or transferring the Product(s) and/or Service(s).

13. CONFIDENTIAL INFORMATION. Buyer shall use such Seller's Confidential Information solely for the purpose of operation and maintenance of the Products or use of the Services' output (as the case may be) and shall not disclose Seller's Confidential Information to any third party. As used herein, "Confidential Information" includes, without limitation, any proprietary, non-public information related to Seller (including its parent company and/or any of its affiliates) business, including without limitations, trade secrets; the identity of or other pertinent information with respect to actual or potential customers or customer contacts; research and development activities; technical, proprietary and know-how information; drawings, designs and specifications; plans for new products; methods, practices, procedures, processes and formulas with respect to manufacture, assembly, design, or processing; sources of supply for products, components, and services. Buyer shall defend, indemnify and hold harmless Seller from any loss, liability or expense suffered by Seller as a result of Buyer's disclosure to third party or use of such confidential business or technical information for any purpose other than expressly set forth herein.

If the parties entered into a non-disclosure agreement prior to the issuance of the Order, such non-disclosure agreement shall be extended automatically to coincide with these terms and conditions and shall form an integral part of it.

14. FORCE MAJEURE. Seller shall not be liable for any default or delay or failure in performance of its obligation hereunder due to circumstances or causes beyond its reasonable control, including without limitation, strikes, lockouts, riots, wars, acts of terrorism, acts of God, fires, floods, earthquakes, pandemic,

epidemic and other natural disasters, material shortages, curtailment of or inability to obtain sufficient electrical or other energy supplies, licensing and/or exporting delays or compliance with governmental laws, regulations or orders, priority or allocation order issued by the Government ("**Force Majeure Event**"). The occurrence of a Force Majeure Event shall extend delivery dates.

15. ASSIGNMENT. Buyer shall not assign these terms and conditions in whole or in part without the prior written consent of Seller, which consent shall not be unreasonably withheld. Any attempt at assignment shall be void unless made in conformity with this paragraph.

16. COMPLIANCE. Buyer is committed to conducting its business fairly, impartially, ethically, and properly, including in making its procurement decisions. By issuing a Purchase Order for the Product(s) and/or Service(s), Buyer undertakes to comply with the U.S. Foreign Corrupt Practices Act, and with the Code of Ethics and Policy Prohibiting Bribery and Corruption, and other applicable policies (collectively - the "**Policies**") to which the Seller is subject to (as shall be updated from time to time) and published at: www.gilat.com under "Company -About Us – Corporate Responsibility - ESG – Corporate Governance, and act in accordance with the provisions and restrictions of these Policies in relation to the business it conducts with the Seller.

17. EXPORT REQUIREMENTS. Buyer shall (i) comply fully with all relevant import, export and re-export laws, rules and regulations, including, without limitation, the U.S. Export Administration Regulations, and (ii) not deliver, transfer, export, or allow the export or re-export of, any Products or any technology, technical data or other information related to the Products, directly or indirectly in violation of such laws, rules and regulations, or without all licenses and authorizations required by the applicable authorities (including, without limitations: that is: (1) designated or identified on any list of persons that are the subject or target of sanctions; (2) located, organized or resident in a country or territory that is the subject of comprehensive sanctions; (3) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (1) or (2); or (4) otherwise the subject or target of sanctions.

To the extent requested by Seller, Buyer shall sign, and cause any of its end users to sign, the required documents associated with the export of the Product(s) or (Service(s), including an end user certificate. The seller shall make reasonable efforts to obtain the required approvals and export licenses. Seller's failure to perform its obligations due to export and sanction restrictions shall not be considered as a breach, and Buyer shall have no claim or demand against Seller, except for refund of payments made for the Product(s)/Service(s) not provided due to such restrictions.

18. APPLICABLE LAW. These terms and conditions and the performance hereunder 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.

19. ARBITRATION Any dispute or controversy arising from or relating to the formation, performance, or breach of these terms and conditions (or any underlying Order) or to the manufacture, sale, delivery, repair, use, or resale of any Product and/or Services provided by Seller to Buyer, 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

20. MISCELLANEOUS. These terms and conditions may be amended or supplemented only by writing, that refers explicitly to these terms and conditions and that is signed by the authorized representatives of both parties. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless made in writing and duly authorized and executed by Seller. A waiver or modification by Seller of any condition or obligation of Buyer hereunder shall not be construed as a waiver or modification of any other condition or obligation and no waiver or modification by Seller granted on any one occasion shall be construed as applying to any other occasion. If any of the provisions in these terms and conditions are held to be in violation of applicable law or applicable court decision, then such provisions are hereby waived or amended to the extent necessary to achieve the same economic effect for these terms and conditions to be enforceable in such jurisdiction and the rest of these terms and conditions shall remain in full force and effect. All notices, reports, requests, approvals and other communications required or permitted hereunder must be in writing, sent to the receiving party's address as specified by the receiving party and shall be deemed delivered upon receipt.