

**CUSTOMER CONTRACT REQUIREMENTS****ViaSat 3****CUSTOMER CONTRACT VIASAT - 3.2E****CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**1. COOPERATION WITH LAUNCH PROVIDER**

As allowed by contract or law, Seller shall provide all reasonably necessary assistance to, and shall fully communicate and cooperate with, the Launch Provider so as to ensure successful on-time completion of the Work and integration of the Satellite with the Launch Vehicle in accordance with the terms of this Contract and the Launch Services Agreement. Buyer shall provide all reasonably necessary assistance to Seller so as to ensure Seller and any affected Subcontractors have the necessary access and information from the Launch Provider to perform as specified. All communications of Seller and its Subcontractors with the Launch Provider are subject to any required export authorizations.

**2. PERMITS & LICENSES**

Seller shall, at its own expense, obtain, and cause its Subcontractors to obtain, all foreign or domestic government approvals, permits and licenses as may be required for the performance of Work under this Contract, including but not limited to all authorizations required for the import or export of any Deliverable Item, or any part thereof, as well as any agreements and other approvals of the United States Government that are required for Customer and "foreign person" (as defined in the U.S. International Traffic in Arms Regulations, 22 C.F.R. section 120.16) personnel and/or representatives of Customer (including, but not limited to, foreign subsidiaries and related entities of Customer involved with the procurement) as well as Customer's insurance providers, to have access to Seller facilities, hardware, Satellite Operating Software, Dynamic Satellite Simulator, Contract Deliverable Data, Training, or other technical information or technical services in connection with the performance of this Contract. Seller shall perform their roles in accordance with all applicable laws, government rules, regulations and ordinances of any federal, state, local or foreign government, and the conditions of all applicable federal, state, local, or foreign government approvals, permits, or licenses. The Contract Deliverable Data and hardware furnished under this Contract are subject to the U.S. International Traffic in Arms Regulations (ITAR) or the U.S. Export Administration Regulations (EAR).

Notwithstanding this or any other Article in this Contract, the Parties understand and agree that certain restrictions are placed on access to Seller's plant and the provision of services and use of Technical Data and Information and hardware delivered under this Contract with relation to the approvals, permits and licenses Seller and its U.S. subcontractors must obtain from the United States Government.

As a result, and if applicable, the Parties agree that such access and the actual delivery of any hardware, services, and Technical Data and Information will be under separate licenses and agreements. If and to the extent required by U.S. law, the Parties and their personnel and/or representatives shall enter into United States Government-approved agreement(s), including a Technical Assistance agreement(s), separate from this Contract, governing the provision of hardware, Satellite Operating Software, DSS, Contract Deliverable Data, Technical Data and Information, Training, or access to facilities in connection with this Contract.

Seller shall review with Customer, through Buyer, any application Seller makes to any government entity for any permit, license, agreement, or approval that will be signed by Customer as may be required for performance of the Work, prior to submission of such application. Seller shall provide Customer, through Buyer, a minimum of ten (10) Business Days to review such application prior to submission to such government entity, and Seller shall incorporate any comments and proposed revisions made by Customer for incorporation into such application. At Customer's request, Seller shall include Customer (and related entities involved with the procurement) as a named party in any application for such government approvals so as to permit Customer to be present during any discussion with or meetings where Customer's foreign subsidiaries/related entities, or insurance providers, may receive from, or discuss, with Seller any U.S. export-controlled items and/or services. Seller shall provide the parties to such U.S. export licenses and agreements copies of the export licenses and agreements, including any U.S. Government provisions related to same.

Customer shall provide reasonable cooperation and assistance to Seller in obtaining any government approvals, permits or licenses as may be required for the performance of Work under this Contract.

The Deliverable Items may not be resold, diverted, transferred, trans-shipped or otherwise be disposed of in any other country or in any other manner, either in their original form or after being incorporated through an intermediate process into other end items without the prior written approval of the United States Government, which approvals are the sole

responsibility of Customer. Additionally, transferring registration, control or ownership to any other person or business entity of the products furnished under this Contract is considered an export and as such also requires prior written approval from the United States Government, which approvals are the sole responsibility of Customer. In the event Customer requires assistance from Seller to facilitate the transfer of the Satellite or other Deliverable Items, such assistance shall be provided in accordance with the Changes clause of this Contract.

### **3. ACCESS TO WORK IN PROGRESS**

3.1 Access Subject to Safety and Security Rules. Customer's access to Work under this Article shall be subject to Article 2 (Permits and Licenses: Government Approvals), and all Seller and Subcontractor normal and customary safety and security rules and applicable regulations, which shall be provided in writing to Customer, through Buyer, upon Customer's request prior to any facility visit.

3.2 Access to Work at Seller's Facilities. Seller shall provide Customer and its Consultant(s) reasonable access to Work being performed at Seller's facilities, at reasonable times during the performance of the Work, provided that such access does not unduly interfere with such Work or any other activities at Seller's facilities. All access to Work must have been previously coordinated with the Seller program manager or other person designated by Seller. Seller may, at its reasonable discretion, deny access to Consultants or persons who are a Competitor of Seller, or as necessary to comply with security requirements, or United States law. Seller and Customer shall discuss any reasonable concerns Seller may have regarding any affiliate of a Competitor having access to Work hereunder and reasonably determine whether any additional safeguards are appropriate. Subject to the restrictions set forth above, Customer and its Consultant(s) shall also be afforded access to the Key Subcontractors' facilities, to the extent that Seller is permitted to provide such access, and subject to Seller accompanying Customer and its technical representative on any such visit.

3.3 Access to work at Customer's Facilities. Customer shall provide Seller reasonable access to work being performed at Customer's facilities to the extent necessary for Seller to perform the Work, at reasonable times during the performance of Customer's work, provided that such access does not unduly interfere with such work or any other activities at Customer's facilities. All access to work must have been previously coordinated with the Customer program manager or other person designated by Customer. Customer may, at its reasonable discretion, deny access to persons as necessary to comply with security requirements or U.S. law. Seller and Customer shall discuss any reasonable concerns that Customer may have regarding any person having access to work hereunder and reasonably determine whether any additional safeguards are appropriate. Subject to the restrictions set forth above, Seller shall also be afforded access to Customer's key subcontractors' facilities, to the extent that Customer is permitted to provide such access, and subject to Customer accompanying Seller and its technical representative on any such visit.

3.4 Access to Documentation. Without limiting Paragraph 3.2 (Access to Work at Seller's Facilities), Work-in-progress, Technical Data and Information, schedule data, drawings, circuit diagrams/schematics, specifications, standards or process descriptions relevant to the Work, test data, and any other documentation directly related to this Contract shall be subject to reasonable evaluation and inspection by Customer and its Consultant(s).

3.5 Certain Details Concerning Access to Work. Customer and/or its Consultant(s) visiting at the Seller facility or a Subcontractor's facility (a) will abide by Seller's security regulations and/or those of its Subcontractors and applicable United States Government regulations; (b) will not disclose to a third party any information received in connection with the access provided (unless otherwise allowed under this Contract) and will use such information only in the performance of this Contract, whether or not such information is marked or otherwise identified as proprietary; and (c) will not remove any documents, materials or other items from any facility of Seller or its Subcontractors without the express written consent of the Seller program manager and in accordance with Seller security procedures and appropriate non-disclosure protections.

3.6 Access by Consultants. All Customer Consultant(s)' access under this Article shall be approved by Seller. Such approval shall not be unreasonably withheld or delayed. As a condition of approval and by their identification to Seller, Customer represents and warrants that a written agreement restricting the disclosure of information by the Consultant(s), in a form meeting the minimum requirements for protection of Seller information has been executed by the Consultant and Customer and will be enforced. Upon Seller's request, Customer shall promptly provide Seller with signed copies of any such written agreements.

3.7 Inspection Does Not Constitute Acceptance. The inspection, examination, or observation by Customer or its Consultants with regard to any portion of Work produced under this Contract shall not constitute any acceptance thereof, nor shall it relieve Seller from fulfilling its contractual obligations hereunder.

3.8 Meetings and Presentations. Customer shall be entitled to reasonable notice of and to attend all program-specific meetings and reviews required in the Statement of Work. Customer shall have the right to participate in and to make recommendations in all such meetings and reviews at the system, subsystem and unit level. In addition, Seller and Customer shall mutually agree on which other program-specific meetings to which Customer will be invited to attend. Copies of presentations or other documents utilized during these meetings shall be furnished or made available to Customer and its Consultants. In all such meetings, Seller shall be represented by its program manager or delegate and such other personnel as are reasonably required to support the particular presentation.

### **4. INTER-PARTY WAIVER OF LIABILITY**

4.1 Inter-Party Waiver. Customer and Seller agree to be bound by a no-fault, no-subrogation, inter-party waiver of liability and related indemnity provisions required by law and the Launch Services Agreement (and cause their respective Consultants and Subcontractors at any tier that are present at the Designated Launch Site and involved in the performance of this Contract to accede to such waiver and indemnity) for any loss or liability which a Party sustains as a

result of injury to, or death of, its own employees and damage to its own property occurring while involved in Launch operations at the Designated Launch Site, whether or not such damage arises through negligence or otherwise. The Parties shall execute and deliver any instrument that may be reasonably required by the Launch Provider to evidence their respective agreements to be bound by such waivers. The Parties shall obtain from their respective insurers, and shall require their respective Consultants and Subcontractors at any tier (including suppliers of any kind) or by any person having an interest in a Satellite, that are present at the Designated Launch Site and involved in the performance of this Contract, and the Launch Provider, to obtain from their respective insurers an express waiver of such insurer's rights of subrogation with respect to any and all claims that have been waived pursuant to this Article 4.

## 5. SOFTWARE & DATA ESCROW

### Software & Data Escrow

Escrow. If requested by Buyer, Seller shall deliver in escrow for Buyer and its customer's benefit: (1) all deliverable software, in both source code and object code form; and (2) all Technical Data and Information. To the extent the software is deliverable to Buyer's customer under Buyer's prime contract, the escrow shall be governed by an escrow agreement between Buyer and its customer. "Technical Data and Information" means documented information which is required for the use, operation, and maintenance of a satellite. This includes, for example, information in the form of drawings, photographs, technical writings, pictorial reproductions and specifications. This term does not include software, management and financial reports, and cost analysis and information relating to contract administration. Seller shall diligently keep such escrowed items updated upon release of any material revisions of the software and/or Technical Data and Information. If a release conditions occurs, Buyer or its customer, including their consultants subject to confidentiality obligations, shall have the right to a release of the escrowed items from escrow and shall be entitled to use such escrowed items to the extent necessary to launch, use, operate and maintain the satellite, and to sell, offer for sale, lease, market and rent capacity on, market and provide services with respect to the satellite, and to exercise the license granted in this Contract.

## 6. VIASAT SATELLITE INFORMATION

6.1 Applicability. If Seller is approved for access to ViaSat Satellite Information, the following additional access, use and handling restrictions shall apply. "ViaSat Satellite Information" means all information (including all IP rights thereto) that is marked (including orally identified) as "ViaSat Satellite Information" or "ViaSat Proprietary Satellite Information" and that has been developed by Buyer's customer and is related to such customer's satellite system designs and technologies including but not limited to (1) customer's specific satellite system designs and (2) the supporting information including methods, analyses, concepts, techniques, know how, architecture, and other data specifically related to such ViaSat Satellite System designs and technologies. ViaSat Satellite Information includes derivative works of ViaSat Satellite Information. The Parties shall also control any combination of Buyer or Seller's Proprietary Information and Materials with ViaSat Satellite Information in accordance with these handling restrictions.

### 6.2 ViaSat Satellite Information Access, Use and Handling Restrictions

(a) Seller shall only disclose ViaSat Satellite Information to Authorized Recipients. An "Authorized Recipient" is an individual given need-to-know access to ViaSat Satellite Information by Buyer and who has been pre-approved by Buyer's customer to access ViaSat Satellite Information. Seller shall require its Authorized Recipients to ensure that a Seller or Buyer employee has been approved by Buyer's customer prior to disclosing ViaSat Satellite Information. Buyer shall provide Seller a list of all Authorized Recipients. Upon Buyer's request, Seller will revoke an individual's access to ViaSat Satellite Information and retrieve any and all copies of ViaSat Satellite Information in the individual's possession. Prior to disclosing ViaSat Satellite Information, Buyer will provide Authorized Recipients with an oral and written briefing setting forth their obligations and responsibilities with respect to access to, and the use and handling of ViaSat Satellite Information.

(b) Seller shall physically segregate and store all ViaSat Satellite Information in a separate, controlled location with access limited to Authorized Recipients. Seller shall not and shall not permit its Authorized Recipients to store ViaSat Satellite Information on shared or personal drives, shared or personal servers or locally on a computer. Seller shall not and shall not permit its Authorized Recipients to transmit ViaSat Satellite Information via electronic mail (e-mail), except that Authorized Recipients may transmit ViaSat Satellite Information to internal or external Authorized Recipients via Buyer's encrypted web-based service (currently known as Message Courier). Seller must ensure that its Authorized Recipients maintain control of printed or handwritten materials containing ViaSat Satellite Information and ensure that only Authorized Recipients may access them. To the extent that ViaSat Satellite Information is incorporated into a subsequent document by Seller, Seller shall ensure that all copies include the proprietary notices that appear on the original copies of ViaSat Satellite Information; however the marking of, or the failure to mark, the subsequent document shall not alter or modify the status of the information. Seller shall keep accurate records of the location of all copies of ViaSat Satellite Information and the name and contact information of all persons provided access, including the date such access was provided. Upon Buyer's request, Seller shall provide this information to Buyer.

(c) Buyer shall have the right to inspect the storage, maintenance, and control of ViaSat Satellite Information, including without limitation, Seller's records, policies, and procedures pertaining to the receipt, storage, maintenance, and control of ViaSat Satellite Information. Seller shall notify Buyer of the loss or unauthorized use or disclosure of any ViaSat Satellite Information (i) within three (3) days of first becoming aware of the issue, (ii) provide reasonable detail of the breach and/or release, (iii) reasonably cooperate with Buyer to address the breach and/or release, and (iv) make reasonable efforts to mitigate the effects of such unauthorized use or disclosure.

