

WORLDVU DEVELOPMENT LLC (“OneWeb”)
PURCHASE ORDER TERMS

The following terms apply to the purchase of Goods and/or Services (as defined below) set forth on this Purchase Order (“PO”). This PO is between the supplier set forth on the front of the PO and either WorldVu Development LLC (“WVD”), sometimes operating under the trademark and name “OneWeb” or other OneWeb entities set forth on the front of this PO (“OneWeb”). This PO becomes a valid and binding obligation of the parties upon the earlier of: (i) Supplier starting performance under this PO; or (ii) Supplier providing WVD with written acknowledgement within seven (7) days of receipt. Any terms that contradict this PO are not valid.

1. **DEFINITION.** As used throughout this PO, the following terms shall have the meanings set forth below:

“Goods” and “Services” means the goods, services, software licenses, plans, drawings, information, data, documents, deliverables or other items constituting the subject matter of this PO, which are to be furnished by the Supplier to WVD.

2. **PAYMENT.** OneWeb will pay undisputed amounts thirty (30) days upon receipt of a properly rendered invoice. OneWeb will pay disputed amounts, if owed, within 30 days after the dispute is resolved. Supplier will not invoice OneWeb until Goods or Services have been delivered or rendered and accepted by OneWeb. The prices for Goods or Services on the PO is final and includes, but is not limited to: purchase price, packaging, labeling, customs duties, storage and insurance. Supplier must submit invoices electronically and receive payments electronically utilizing a OneWeb approved electronic platform, unless otherwise agreed to, in writing, by the parties. If OneWeb requests Supplier enrolls in an automated invoicing and payment program but Supplier fails to do so OneWeb may delay payment until Supplier completes enrollment. OneWeb will be responsible for applicable sales and use taxes for which OneWeb has not provided Supplier with an exemption certificate. Supplier will separately state all sales and use taxes and all taxable and non-taxable charges on all invoices issued to OneWeb. OneWeb will not be responsible for any taxes imposed on Supplier arising from Supplier’s consumption of Goods and Services. Supplier is responsible for all other taxes, duties and fees.

3. **DELIVERY** All shipping, completion and delivery dates are firm. Shipment of Goods will be F.O.B. destination, freight prepaid, unless otherwise set forth on this PO or negotiated in the Agreement. Supplier must suitably pack or otherwise prepare for shipment all Goods and Services to prevent damage in transit. Supplier must comply with all carrier requirement and are responsible for obtaining regulatory licenses for importing and/or exporting. Goods and Services must be classified to secure the lowest possible shipment and insurance rates.

4. **ACCEPTANCE** OneWeb may test or inspect all Goods or Services delivered, but OneWeb’s inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods or Services or a waiver of any right or warranty and does not preclude OneWeb from rejecting defective Goods or Services.

4. CONFIDENTIALITY. All information relating to this PO is “OneWeb Confidential Information”. Supplier may use and copy the OneWeb Confidential Information only for the purpose of performing its obligations under this PO. Supplier will not disclose OneWeb’s Confidential Information to any third party without OneWeb’s prior written consent. Upon cessation of work, or upon request, Supplier agrees to promptly return all documents and other materials that contain or relate to OneWeb’s Confidential Information. OneWeb’s Confidential Information does not include information that is: (i) rightfully known by Supplier before negotiations leading to this PO; (ii) independently developed by Supplier without use of the OneWeb Confidential Information; (iii) part of the public domain or (iv) is lawfully obtained by Supplier from a third party without any confidentiality violation.

5. WARRANTIES AND CERTAIN COVENANTS. Supplier warrants and covenants that all Goods and Services delivered: (i) do and will conform with this PO and all specifications; (ii) are and will be free from defects in materials, workmanship and design; (iii) are and will be free from liens, restrictions, reservations, security interests or encumbrances; (iv) are and will be suitable for, and perform in accordance with, the particular purposes for which they were purchased by OneWeb and for which they were designed, manufactured or constructed; (v) with respect to Services only, they will be provided by individuals with the expertise, skills, training and professional education to perform the Services in a professional and workmanlike manner; and (vi) do and will, to the extent Goods will be or are used in combination with other OneWeb software, hardware or firmware, properly interoperate with such software, hardware or firmware, including, without limitation, the exchange of date/time data.

5a. Supplier will, at OneWeb’s request and without additional expense to OneWeb, promptly correct defects or replace non-conforming Goods or Services. If Supplier does not promptly correct defects or replace non-conforming Goods or Services, OneWeb, after written notice to Supplier, may make corrections or replace those Goods or perform such Services and charge Supplier for the cost incurred.

5b. Supplier warrants that neither the Goods or Services, nor OneWeb’s use of Goods or Services will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.

5c. Supplier warrants that Goods requiring the use of any software or data provided on a network or stand-alone desktop computer will not contain any software viruses or other malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down a computer system or any component of a computer system, including its security or user data.

5d. To the extent that OneWeb resells the Goods, Supplier agrees that the manufacturer’s warranties will be available to OneWeb affiliates and to OneWeb’s customers, provided that OneWeb does not expand the scope or timeframe of such warranties.

6. INDEMNIFICATION AND INSURANCE. Supplier agrees to indemnify and defend OneWeb its affiliates, and their respective customers, officers, directors, employees, consultants and agents against any third party claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any OneWeb indemnitee resulting from (i) any act or

omission of Supplier under this PO, including injury to persons and loss of, or damage to, tangible and intangible property, (ii) the inaccuracy of any warranty or representation made by Supplier, or (iii) the infringement of any patent, copyright, trademark, intellectual property right or Supplier's misappropriation of any trade secret or violation of any right of publicity or nondisclosure obligation.

6a. If OneWeb's purchase or use of Goods or Services is enjoined, Supplier must do one or more of the following at its own expense and at OneWeb's sole option: procure non-infringing Goods or Services, replace the Goods or Services with non-infringing equivalent Goods or Services, modify the infringing Goods or Services so the infringement is removed, or refund to OneWeb the purchase price of the infringing Goods or Services.

6b. Throughout its performance under this PO, Supplier agrees to maintain not less than the following insurance: workers' compensation, general liability and auto liability in sufficient amounts to comply with applicable law and insure its performance under this PO. Upon request, Supplier will furnish OneWeb a certificate of insurance evidencing this coverage.

7. INTELLECTUAL PROPERTY. Any Goods, Services, works of authorship and deliverables purchased by OneWeb under this PO that qualify as a work made for hire under applicable copyright law, will be considered a work made for hire. Supplier agrees to promptly disclose and assign and hereby assigns to OneWeb any and all intellectual property generated, conceived or developed under this PO including but not limited to all patent rights, copyright rights, mask work rights, trade secret rights and other intellectual property and proprietary rights in the Goods, Services, works of authorship and deliverables developed by Supplier under this PO. At no additional charge to OneWeb, Supplier will provide reasonable assistance to OneWeb to secure intellectual property protection, including but not limited to, assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. Supplier will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Supplier warrants to OneWeb that Supplier's employees are subject to agreements that will secure OneWeb's rights under this Section.

7a. For intellectual property, including software, provided under this PO but not owned by OneWeb, Supplier grants to OneWeb a fully paid-up, worldwide, perpetual and irrevocable license to install, execute, use, copy, test, display, perform and distribute such intellectual property for OneWeb's business purposes, including the provision of managed services, webhosting services and application service provider and application infrastructure provider services.

8. TERMINATION. OneWeb may at any time terminate for convenience further performance of all or part of this PO upon written notice to Supplier. If Supplier, for any reason, fails to ship or deliver Goods or perform Service within the times specified in this PO, OneWeb may, without liability (except for Goods or Services previously delivered and accepted), terminate in whole or in part this PO, by written notice to Supplier, and Supplier will be liable to OneWeb for damages that OneWeb incurs due to non-performance, including the excess cost for substitute Goods or Services. If OneWeb terminates this PO, OneWeb, in addition to any other rights provided under

this PO, may require the Supplier to transfer title and deliver to OneWeb in the manner and to the extent directed by OneWeb, any completed Goods or other partially completed Goods that the Supplier has specifically produced or acquired for the terminated portion of the PO and for which OneWeb has provided payment.

9. LIMITATION OF ONEWEB'S LIABILITY. OneWeb will not be liable for special, indirect, consequential (including, but not limited to, lost profits), special, exemplary, or punitive damages arising out of or relating to this PO. OneWeb liability for any claim of any kind arising out of or relating to this PO will not exceed the price of the Goods or Services giving rise to the claim.

10. GOVERNING LAW AND JURISDICTION. This PO and the rights and obligations of the parties are governed by the laws of New York, New York without regard to its conflict of laws provisions, but this PO and the rights and obligations of the parties are not be governed or to be interpreted in any way by referring to (i) any law based upon or similar to the Uniform Computer Information Transactions Act (UCITA) or (ii) the United Nations Convention on Contracts for the International Sale of Goods (UNCISG).

Except to the extent necessary for OneWeb to enforce indemnity or defense obligations under this PO, any court proceeding brought by either party must be brought, as appropriate, in New York, New York. Each party agrees to personal jurisdiction in the above-mentioned court.

11. WAIVER OF JURY TRIAL Each party waives its right to a jury trial in any court action arising between the parties, whether under this PO or otherwise related to this PO, and whether made by claim, counterclaim, third party claim or otherwise.

12. FEES AND COSTS. The prevailing party in any formal dispute will be entitled to reasonable legal fees and costs, including reasonable expert fees and costs. If the prevailing party rejected a written settlement offer that exceeds its recovery, the offering party will be entitled to its reasonable legal fees and costs.

13. COMPLIANCE WITH LAWS. Supplier will comply with all applicable laws and regulations, including, but not limited to, compliance with the Executive Order 11246 and matters regarding Federal Acquisition Regulations. Supplier will take all precautions to prevent injury to persons or property damage and adhere to OneWeb's security procedures.

14. PUBLICITY. Supplier will not, without OneWeb's prior written consent, make any news release, public announcement, denial or confirmation of this PO, its value, or its terms. Nothing in this PO grants Supplier the right to use any trademarks, service marks, tradenames or logos proprietary to OneWeb. If Supplier is granted a right to use OneWeb marks, Supplier will do so only in strict compliance with OneWeb's guidelines as provided by OneWeb.

15. MISCELLANEOUS. (a)) No change, amendment or modification of this PO will be effective unless in writing and signed by both parties.. (b) Supplier will not, without OneWeb's prior written consent, assign all or any part of this PO to any third party. (c) Failure by OneWeb to insist upon strict performance by Supplier of any of its obligations under this PO will not waive

any subsequent or other default or failure to perform by Supplier. (d) OneWeb's rights and remedies in law or equity are cumulative and may be exercised concurrently or separately. (e) The invalidity, in whole or in part, of any provision of this PO will not affect the validity of any other provision. (f) Time is of the essence in Supplier's performance. (g) Supplier is an independent contractor and not an agent or employee of OneWeb or of any of OneWeb's affiliates. Supplier is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claims by Supplier's employees. (h) Supplier will not subcontract any portion of this PO without OneWeb's prior written consent. (i) OneWeb has the right to offset any amount owed by Supplier to OneWeb or any OneWeb affiliate under this PO or any other agreement against any amount owed by OneWeb or any OneWeb affiliate to Supplier under this PO. (j) Supplier must provide product change notices to procurement@oneweb.net.)

16. ENTIRE AGREEMENT; CONFLICTS. This PO and any attachment constitute the entire agreement between the parties with regard to the Goods or Services and supersedes all previous representations, statements, negotiations, commitments and writings relating to such Goods or Services. Any terms on Supplier's website, product schedule or other ordering document, or contained in any "shrinkwrap" or "clickwrap" agreement, will have no force or effect if the provisions conflict with the terms of this PO. If there is a conflict between this PO and any other document related to the Goods or Services, the order of precedence of the documents be as follows: (i) master agreement or other written agreement between parties; (ii) statement of work; (iii) supplemental terms set forth on the front of this PO; (iv) printed PO terms; and (v) other documents incorporated into this PO by reference.