

The terms and conditions set forth below, together with the written information contained in the purchase order, all attachments and exhibits hereto and all specifications, drawings, notes, instructions, quality assurance clauses, and other written materials and information referred to therein, shall apply to the purchase of the goods and/or services described in the purchase order and are incorporated herein and made a part of the purchase order (collectively referred to herein as the "**Purchase Order**"). The Purchase Order constitutes the entire agreement between KVH Industries, Inc., on behalf of itself and its subsidiaries and affiliates ("**KVH**") and Seller with respect to the purchase of the goods and/or services described herein and supersedes all prior oral and written communications related thereto. This Purchase Order may be amended or supplemented only by a writing that refers explicitly to the Purchase Order and that is signed by authorized representatives of both parties.

## 1. ORDERS:

No order shall be binding on KVH unless it is written on KVH's Purchase Order form and signed by KVH's purchasing representative; and accepted in writing by Seller. If for any reason Seller should fail to accept in writing, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to performance or partial performance under the Purchase Order, shall constitute acceptance by Seller of these terms and conditions. Any terms proposed in Seller's acceptance of KVH's Purchase Order which add to, vary from, or conflict with the terms herein are hereby objected to unless specifically agreed to by KVH in writing. Seller acknowledges that KVH's purchasing representative is the authorized representative for KVH under the Purchase Order.

## 2. PRICE & TERMS OF PAYMENT:

- a. Prices. The price of the goods and services shall be stated in the Purchase Order, and, unless otherwise stated, shall be inclusive of all charges for packaging and packing of the goods, as well as any federal, state or local taxes, or other taxes. In the event that the Purchase Order does not state price, unless such pricing terms are agreed to by KVH in writing, the Purchase Order shall be null and void.
- b. Adjustment. No increase in the price shall be made for any reason without the prior written consent of KVH. If Seller decreases the prices for any goods to be furnished hereunder or services to be performed, the price of all unshipped items or unperformed services shall be adjusted to the lower price.
- c. Guarantee. Seller warrants that the prices charged do not exceed the prices charged by Seller to other customers for the same or like goods or services in equal or lesser quantities.
- d. Invoices. Invoices are paid, unless otherwise stated on the Purchase Order, net thirty (30) days from the date of KVH's acceptance of goods or performance of services and not on the basis of the Seller invoice date. All invoices shall reference KVH's Purchase Order number, part number, exact quantity, description of goods shipped and delivery terms.
- e. Set-off. KVH shall be entitled to set off against the price any sums owed to KVH by Seller.
- f. Payment. Payment shall be in USD unless otherwise stated in the Purchase Order.

## 3. SHIPMENT, DELIVERY & TITLE:

- a. Shipment. All goods to be delivered under the Purchase Order shall consist of new materials and shall be marked and packaged using best commercial practices to reach their destination in an undamaged condition, all in accordance with KVH's instructions set forth in the Purchase Order.
- b. Quality Assurance. To the extent specified on the Purchase Order, Seller shall comply with KVH's General Supplier Quality Clauses and any Additional Terms and Conditions for Quality Assurance, each as published and made available to Seller at [www.kvh.com/suppliers](http://www.kvh.com/suppliers), which may be amended from time to time.
- c. Delivery Schedules. Seller shall adhere to all delivery schedules. Time is of the essence in performance of the Purchase Order. No acts of KVH, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute a waiver of this provision. Seller shall notify KVH in writing immediately of any actual or potential delay to the performance of the Purchase Order. Such notice shall include the reasons for the delay and a revised schedule. If Seller fails to deliver goods in accordance with the delivery schedule in the Purchase Order, KVH may direct Seller to make premium shipments of the goods to KVH and Seller shall pay for all increased costs for such premium shipments. KVH also reserves the right to refuse or return at Seller's risk and expense shipment made in excess of the Purchase Order or in advance of required delivery, or to defer payment on advanced delivery until scheduled delivery dates.

- d. Delivery. Unless otherwise stated in the Purchase Order, all goods delivered to KVH shall be FOB (or as may be applicable FCA, or EXW), KVH's plant at the address set forth in the Purchase Order without freight markup or additional charge to KVH for handling, crating or storage.
- e. Title. Title in the goods shall pass to KVH upon delivery to KVH, unless payment for the goods is made prior to delivery, and in such case it shall pass to KVH once payment has been made and the goods have been appropriated to the Purchase Order.
- f. Risk of Loss. Risk of loss and damage to the goods shall pass to KVH upon delivery to KVH in accordance with the Purchase Order.

## 4. CHANGES:

- a. Change Orders. KVH may, at any time, by a written order and without notice, suspend its purchase of goods or services or make changes in: (i) applicable drawings, designs, specifications, statements of work; (ii) method of shipment or packing; (iii) place of delivery or location of services to be performed; (iv) the quantity and/or scope of services ordered, or (v) delivery schedules. If any such change causes an increase or decrease in the cost of or time required for performance of this Purchase Order, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Section 4 must be made in writing within twenty (20) days from the date of receipt by Seller of notification of the suspension or change by KVH, and shall include specification of the amount claimed and supporting cost figures. Nothing in this Section 4, including any disagreement concerning the equitable adjustment to be made, shall excuse Seller from proceeding with performance of this Purchase Order as changed.
- b. Authority. Information, advice, approvals or instructions given by KVH's technical or sales personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect KVH and Seller's rights and obligations hereunder unless set forth in a writing signed by KVH's purchasing representative which states that it constitutes an amendment or change to the Purchase Order. Only KVH's purchasing representative has authority to approve a change. Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance.
- c. No Adjustment. Notwithstanding the above or any other provision of this Purchase Order, Seller hereby agrees that any changes that are made to meet the specified performance requirements of this Purchase Order shall not entitle Seller to any adjustment in either price or delivery.

## 5. INSPECTION & REJECTION:

- a. Inspection. Seller shall provide and maintain an inspection, process and record keeping control system acceptable to KVH covering the goods and services under the Purchase Order.
- b. Rejection. KVH shall have the right for a reasonable time after delivery or performance to inspect such goods and to reject any or all of said goods, which are in KVH's judgment defective. The criteria for goods accepted shall be compliance with the Purchase Order and the applicable KVH specifications. Payment for the goods delivered under the Purchase Order shall not constitute acceptance thereof.
- c. Remedy. Goods rejected and goods supplied in excess of quantities called for herein may be returned to the Seller at its expense and, in addition to KVH's other rights including but not limited to those rights set forth in Section 9 (Seller's Warranties), KVH may charge the Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event KVH receives goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of its finished good, KVH reserves the right to require their replacement as well as payment of damages.

## 6. KVH MATERIALS:

- a. General. The Seller agrees that any information, tools, jigs, dies, etc., drawings, patterns and specifications supplied or paid for by KVH ("**KVH Materials**") (i) shall be and shall remain the sole property of KVH, (ii) shall be plainly marked and/or otherwise clearly identified by Seller as "**Property of KVH**", (iii) shall be stored on Seller's premises, shall be stored and used in compliance with any instructions of KVH and so as to prevent disclosure inconsistent herewith, (iv) shall not be used except pursuant to any Purchase Order or other writing signed by KVH, (v) shall be subject to KVH's inspection at any time during business hours, (vi) shall be available for immediate possession on demand, and, in any event, (vii) shall be returned to KVH in good condition (except for reasonable wear and tear and except to the extent that such KVH Materials have been incorporated in the goods delivered under the

Purchase Order or have been consumed in normal performance of work under the Purchase Order) at the earlier of (a) simultaneously with termination under this Purchase Order; or (b) the time that KVH may specify under any agreement covering the same.

- b. **Insurance.** Such KVH Materials shall be insured by Seller in amounts equal to its full insurable replacement value at Seller's cost with loss payable to KVH and Seller and shall be subject to KVH's immediate possession and total control.
- c. **No Encumbrances.** Seller agrees that it shall not at any time permit any KVH Materials to be subject to any Encumbrances (other than KVH's ownership interest). As used in this Purchase Order, "Encumbrances" means any security interests, judgments, liens, pledges, adverse claims, charges, escrows, options, warrants, rights of first refusal, rights of first offer, mortgages, indentures, or other agreements, arrangements, encumbrances or defects of any kind or character. All goods to be furnished hereunder shall be free and clear of any and all Encumbrances whatsoever. If requested by KVH, Seller will execute any appropriate agreement (i) waiving all liens against KVH's Materials or goods and/or (ii) protecting the security interest of KVH or KVH's customers in the goods.
- d. **Control.** Excepting only reasonable wear and use, such KVH Materials in the possession of Seller shall be kept at Seller's risk, and Seller shall be responsible for all maintenance thereof. Seller shall maintain property control records of KVH Materials consistent with good business practices and as may be proscribed by KVH. Seller shall promptly issue such reports as KVH may require concerning KVH Materials. Seller shall promptly notify KVH in writing of any damage to KVH Materials.

## 7. PROPRIETARY INFORMATION:

- a. **General.** Any drawings, data, design, inventions and other technical information supplied by KVH ("KVH Proprietary Information") shall remain KVH's property and shall be held in confidence by Seller. Unless otherwise provided herein or authorized by KVH in writing, Seller shall use such information and items only in the performance of the Purchase Order. Such information shall not be reproduced, used or disclosed to others by Seller without KVH's prior written consent, and shall be returned by Seller to KVH upon completion of Seller's obligations under this Purchase Order or upon demand. Any information which Seller may disclose to KVH with respect to the design, manufacture, sale or use of the goods covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Seller shall not assert any claim against KVH by reason of KVH's use thereof. Seller's use of any information supplied by KVH pursuant to this Purchase Order shall be at Seller's own risk. For the avoidance of doubt, notwithstanding the use of any such information, Seller shall be responsible for infringement of any patent, trademark, copyright or data rights by goods supplied to KVH hereunder and shall indemnify KVH therefor as set forth in this Section 7 hereof. If a separate non-disclosure agreement exists between the parties, any information exchanged shall be governed by the terms of such agreement; if no agreement exists, information disclosed by Seller to KVH shall not be deemed confidential and Seller shall have no rights against KVH with respect thereto.
- b. **Security.** Seller shall notify KVH of any known or suspected security breach of its system or facilities containing KVH Proprietary Information or any other release or unauthorized access to Proprietary Information relating to the Purchase Order promptly, but no later than one (1) business day, after discovery. Seller shall, at its sole cost and expense, cooperate with KVH with any investigation, whether instituted by KVH or any other entity with jurisdiction to conduct such investigation, of any such breach, release or unauthorized access.

## 8. INTELLECTUAL PROPERTY:

- a. **Origin.** Unless specifically indicated in a Purchase Order, Seller agrees that it shall design, develop and fabricate all goods, and provide all services specified by a Purchase Order using its own expertise, skills, intellectual property, and physical and labor resources, or those of its identified subcontractors. Seller shall be permitted to rely on the use of KVH Materials or KVH Proprietary Information in fulfilling the terms of a Purchase Order only if the availability of such KVH Materials or KVH Proprietary Information is specifically acknowledged for such use by the terms of the Purchase Order.
- b. **Rights.** All goods produced or services provided by Seller using KVH Materials or pursuant to KVH Proprietary Information, and all inventions, improvements, developments and discoveries conceived, discovered or first reduced to tangible work by Seller and relating to the goods produced or services provided by Seller using KVH Materials or pursuant to KVH Proprietary Information shall be the sole property of KVH. Seller does hereby assign to KVH all inventions, improvements, developments and discoveries, and all intellectual property rights therein.

## 9. SELLER'S WARRANTIES:

- a. **Warranty.** In addition to any warranty implied by fact or law, Seller expressly warrants all goods to (i) be new, and be free from defects in workmanship and materials, (ii) conform strictly to the requirements of the Purchase Order, and any applicable specifications, standards, drawings and approved samples (iii) to the extent known by Seller, be fit and sufficient for the purpose intended; and (iv) to the extent not manufactured pursuant to detailed designs furnished by KVH, not infringe upon the intellectual property rights of any third party and be free from defects in design. Seller warrants that services shall conform with the requirements of the Purchase Order and to high professional standards reasonably expected of similar service providers. All warranties shall survive inspection, test, acceptance of and payment by KVH.
- b. **Benefit.** Such warranties, together with all other service warranties of Seller, shall inure to the benefit of KVH and its customers, direct and indirect, including the ultimate end user.
- c. **Indemnity.** Seller shall be liable and agrees to indemnify KVH, for all liability, loss, cost and expenses, including reasonable attorney's fees, that KVH may incur resulting from breach of any of these warranties.
- d. **Remedy.** In the event of breach of warranty, KVH may, at its option, either (i) return the goods for prompt repair, replacement or reimbursement of the purchase price of the defective or nonconforming goods and in the case of services, either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services; or (ii) perform any rework necessary to enable the goods or services to comply in all respects with the requirements of the Purchase Order and receive an equitable price reduction for same. In the event that Seller fails to correct defects or replace nonconforming goods or services promptly, KVH, after reasonable notice to Seller, may on its own or via a third party make such corrections or replace such goods and services and charge Seller for all costs incurred by KVH in doing so.

## 10. INDEMNITY:

The Seller shall, at its expense, indemnify, defend, and hold harmless, KVH, its directors, officers, employees, agents, successors, assigns, customers and users of its goods, against all suits at law or in equity, and from all losses, damages, costs, claims and other liabilities, including lost profits, attorney's fees and court costs, arising out of, relating to or resulting from the sale or use of the goods hereunder (a) for actual or alleged infringement of any patent, trademark or copyright, (b) from unfair competition or misappropriation of trade secrets, (c) from injury to persons, death, or damage to property of whatsoever nature or kind due to Seller's performance under the Purchase Order, the selection of materials or due to defects or alleged defects in material or workmanship and/or (d) resulting in any way from a breach by Seller of these terms. This indemnity shall be in addition to the warranty obligations of Seller.

## 11. TERMINATION:

- a. **For Convenience.** KVH may, by written notice, terminate this Purchase Order in whole or part at any time for convenience and without cause and such termination shall not constitute default. In the event of such termination, Seller shall immediately stop work and limit costs on the terminated work. Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs for work performed to the date of termination. Any termination claim must be submitted to KVH within thirty (30) days after the effective date of termination. In no event shall the termination claim be in excess of the Purchase Order value. KVH shall have all rights and obligations available to it in law or equity, including its rights to title and possession of the goods and materials paid for. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work.
- b. **For Default.** KVH may, by written notice, terminate this Purchase Order in whole or part at any time (i) for breach of any one or more of its terms; (ii) for failure to deliver goods or services within the time specified in the Purchase Order or any written extension; (iii) for failure to make progress so as to endanger performance of the Purchase Order; (iv) for failure to provide adequate assurance of future performance; (v) in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or any assignment for the benefit of creditors (a "Default"). KVH may require Seller to provide financial statements to it at any time for the purpose of determining Seller's financial stability, and failure to do so, shall also constitute a Default. In the event of a Default, KVH may exercise any or all rights and remedies available to it in law or equity, including but not limited to Seller's liability for KVH's excess re-procurement costs for goods or services. KVH may also require Seller to transfer any KVH Materials to it. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work.

## 12. FORCE MAJEURE:

Either party to this Purchase Order shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, industry-wide labor strikes, fires or other causes, in each case, entirely beyond the reasonable control of the affected party and without the fault or negligence of such party (a "**Force Majeure**"). In the event that Seller is unable to perform for a Force Majeure event, KVH shall have the right to either (i) extend the delivery dates until Seller is able to perform and require Seller to deliver goods on an expedited basis, with Seller paying any additional cost to recover the lost time; or (ii) terminate the undelivered part of the Purchase Order at no cost to KVH.

## 13. COMPLIANCE WITH LAW:

- a. General. Seller warrants that all goods supplied hereunder will have been produced in compliance with, and Seller agrees to be bound by all applicable federal, state and local laws, orders, rules and regulations. Seller agrees upon request to furnish KVH with a certificate or certificates in such terms as KVH may require certifying that the Seller is in compliance with all such terms and conditions as well as any applicable law or regulation.
- b. Equal Opportunity. Seller represents and warrants that it does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, mental or physical disability, veteran status or any other characteristic protected by law.
- c. Government Contracts.
  - i. For orders placed in support of a U.S. Government Contract, the FAR and DFARS clauses referenced in Appendix A and B at [www.kvh.com/suppliers](http://www.kvh.com/suppliers) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Purchase Order. The date and substance of the clauses in the prime contract shall apply. The DFARS clauses in Appendix B are applicable if the prime contract is with Department of Defense and shall supplement the FAR clauses in Appendix A. The Contract Disputes Act of 1978, 41 U.S.C. Section 7101 et seq (the "**Contracts Disputes Act**") shall have no application to this Purchase Order. Seller agrees that upon the request of KVH it will negotiate in good faith with KVH relative to amendments to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as KVH may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Purchase Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the Purchase Order, an equitable adjustment may be made pursuant to the terms of this Purchase Order. The terms "**Government**," "**Contracting Officer**," "**Administrative Contracting Officer**," and "**ACO**" in any applicable FAR or DFARS clause shall mean KVH unless otherwise noted or when a right, act, authorization or obligation can be granted or performed only by the Government or duly authorized representative of the Government, or when title to property is to be transferred directly to the Government. The Seller shall ensure that all applicable flow-down clauses are included in each lower tier subcontract with Seller's suppliers. If any of the FAR or DFARS clauses do not apply to the Purchase Order, such clauses are considered to be self-deleting.
  - ii. If, by a final decision, the Contracting Officer of KVH's prime contract interprets any provision or requirement of KVH's prime contract, and the same or substantially similar provision or requirement is contained in this Purchase Order, such interpretation shall be binding between KVH and Seller. KVH shall afford Seller reasonable opportunity to appeal such decision in KVH's name. KVH shall at all times be the sponsor of the appeal and may revoke its sponsorship at any time. Seller agrees to provide to KVH any and all information requested by KVH for the purpose of verifying, supporting, or providing any and all certifications required by the Contract Disputes Act. Any such appeal shall be at the sole expense of Seller. As used in this provision, the term "appeal" shall include any and all proceedings under this provision before any board of contract appeals or federal court. If Seller asserts against KVH a claim for either damages or an equitable adjustment in a situation where the facts constituting such claim would also support a claim by KVH against KVH's U.S. Government customer, prior to initiating any action or suit on such claim against KVH in any court, if KVH so authorizes, Seller shall pursue, to exhaustion of its administrative and judicial remedies, such claim in KVH's name and at Seller's cost against KVH's U.S. Government customer. Any reference to the "**Disputes**" clause in any applicable FAR or DFARS clause incorporated into this Purchase Order shall mean this article.

## d. Export Control.

- i. The following restrictions shall apply to all designs, drawings, and other technical documents and information (hereinafter referred to as "**Technical Data**") and assistance (hereinafter referred to as "**Technical Assistance**") furnished or disclosed to Seller by KVH and to any goods manufactured by Seller, its subsidiaries, affiliates, contractors and subcontractors, by use of such Technical Data and/or Technical Assistance. In connection with the disclosure, delivery, or export of Technical Data or Technical Assistance by KVH to Seller, Seller shall comply, and shall cause its subsidiaries, affiliates, contractors and subcontractors, at all tiers, to comply with any export restrictions imposed by any governmental agency of the United States of America, including, without limitation, the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779) and the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder; and the International Emergency Economic Powers Act, as amended (50 USC 1701-1706), and regulations and Executive Orders promulgated thereunder. The parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to non-US persons or companies of certain categories of Technical Data, Technical Assistance and goods, and that authorization from the U.S. Department of State, U.S. Department of Commerce and/or U.S. Department of Treasury may be required before such Technical Data, Technical Assistance and goods can be disclosed, transferred or exported to non-U.S. persons or companies, and that such export authorizations may impose further restrictions on the use of such Technical Data, Technical Assistance and goods.
  - ii. In addition, the Seller shall obtain KVH's permission, in writing, before any Technical Data, Technical Assistance, KVH Proprietary Information or goods are provided to any non-US person or company, including, without limitation, any non-US subsidiary or affiliate of Seller. Seller shall provide KVH with a detailed list of all potential non-US contractors and subcontractors, identify the ultimate parent company of each such non-US contractor or subcontractor, and provide full legal names and addresses, e-mail addresses, telephone numbers, and contacts for each such entity to KVH prior to providing any Technical Data, Technical Assistance, KVH Proprietary Information or goods to any such entity in connection with this Purchase Order. Seller shall return all Technical Data and KVH Proprietary Information to KVH after completion or termination of this Purchase Order unless otherwise directed by KVH.
  - iii. Seller warrants that it has disclosed to KVH, and shall provide on request from KVH appropriate certification to KVH regarding any classification of the good(s) procured under this Purchase Order on either the United States Munitions List ("**USML**") or the Commerce Control List. Furthermore, Seller shall provide the USML Category or Export Control Classification Number to KVH, as applicable.
- e. Permits. Seller shall, at Seller's sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of Seller's activities hereunder.
  - f. Foreign Corrupt Practices Act. Seller shall comply with the U.S. Foreign Corrupt Practices Act ("**FCPA**") and other anti-corruption laws applicable to Seller and Seller's conduct. Seller shall indemnify, defend and hold harmless KVH and its directors, officers, agents and employees from and against any and all losses, damages, costs, claims and other liabilities, including lost profits, attorney's fees and court costs, arising out of, relating to or resulting from Seller's failure or alleged failure to comply with the provisions of any applicable laws, statutes, rules, regulations or orders, including, without limitation, the export/import laws of the United States, the FCPA and other anti-corruption laws.
  - g. Conflict Minerals. Seller acknowledges that, under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations thereunder (the "**CM Rules**"), KVH has disclosure obligations regarding the source of certain "**Conflict Minerals**" (as defined in the CM Rules), including tin, tantalum, tungsten and gold, in its goods. If requested by KVH, Seller shall promptly at Seller's expense: (a) conduct such reasonable country of origin inquiry and perform such due diligence as is necessary under the CM Rules to determine the source of such Conflict Minerals, (b) provide and certify such information regarding its sourcing of Conflict Minerals, including the scope and results of such inquiry and due diligence, in such form and with such detail as KVH shall request from time to time, and (d) implement and enforce policies and procedures for its suppliers that will enable Seller to comply with these obligations. KVH shall have the right to reject any goods that Seller shall not certify to KVH's satisfaction as "**DRC conflict free**," as defined in the CM Rules.

- h. Representations re: Forced Labor. Seller represents and warrants that it does not utilize forced, prison, or indentured labor, or subject workers to any form of compulsion or coercion. Seller further represents and warrants that all labor used in the creation of goods and/or services that are the subject of this Purchase Order comply with laws regarding slavery and human trafficking in the countries in which Seller is doing business. Seller agrees to include this clause in its subcontracts related to this Purchase Order.

#### 14. BUSINESS CONDUCT AND ETHICS:

By accepting this Purchase Order, Seller represents that it has not participated in any conduct in connection with the Purchase Order that violates KVH's Code of Business Conduct and Ethics, as published and made publicly available at [www.kvh.com/businessethics](http://www.kvh.com/businessethics) and Seller will adhere to KVH's Code of Business Conduct and Ethics or if available, Seller's version which is consistent with the KVH Code of Business Conduct and Ethics. If Seller has cause to believe that KVH or any employee or agent of KVH has behaved improperly or unethically in connection with this Purchase Order, Seller shall report such behavior to KVH in accordance with the KVH Code of Business Conduct and Ethics.

#### 15. ORDER OF PRECEDENCE:

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (i) face of the Purchase Order; (ii) any special or supplemental terms and conditions (including any supplementary quality assurance provisions and/or FAR/DFARS clauses) agreed to by the parties in writing by their authorized representatives and incorporated by reference in the Purchase Order; (iii) Statement of Work; (iv) these General Terms and Conditions of Purchase; (v) Specifications; and (vi) Drawings.

#### 16. MISCELLANEOUS:

- a. Release of Information. Seller shall not, without first obtaining the written consent of KVH, in any manner advertise, publish or disclose the fact that Seller has contracted with KVH to furnish the goods or render the services herein ordered, nor any of the details connected with this Purchase Order to any third party except as herein specified and except as may be required to perform this Purchase Order.
- b. Waiver. KVH's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or KVH's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, rights or privileges.
- c. Severability. If any provision of the Purchase Order is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of the Purchase Order and shall not affect or impair the validity or enforceability of the remaining provisions of the Purchase Order.
- d. Assignment. No part of the Purchase Order may be assigned without KVH's prior written consent.
- e. No Subcontracting. Seller shall not subcontract or permit anyone other than Seller's employees to manufacture the goods or perform any of the services required under the Purchase Order without the written consent of KVH.
- f. Organizational Changes. Seller shall promptly notify KVH in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.
- g. Place of Manufacture. Seller shall not change the location of manufacture of the goods to be provided under the Purchase Order without the written consent of KVH.
- h. Independent Contractor Status. Seller is, and shall remain, an independent contractor during the performance of the Purchase Order.
- i. Notices. All notices to KVH must be sent to the authorized representative.
- j. Electronic Transmissions. The parties agree that if the Purchase Order is transmitted electronically and the signature is authenticated, neither party shall contest its validity on the basis of an electronic signature.
- k. Governing Law. The Purchase Order shall, in all respects, be interpreted, construed and governed by and in accordance with the laws of the State of Rhode Island, U.S.A, without regard to its conflicts of law principles.