

CESIUM ASTRO

SPACE & DEFENSE SYSTEMS

SUPPLIER TERMS AND CONDITIONS

These SUPPLIER TERMS AND CONDITIONS (the “**Terms**”) govern any purchase order issued by CesiumAstro Inc., a Delaware corporation (“**CesiumAstro**”) that incorporates these Terms by reference or to which these Terms are attached (the “**Purchase Order**”). The issuance of a Purchase Order to the party identified as Seller, Manufacturer, Supplier, Vendor, Distributor, Subcontractor, or the like in the Purchase Order (the “**Supplier**”) is an offer by CesiumAstro for the purchase of goods specified in the Purchase Order (the “**Goods**”) from Supplier in accordance with and subject to these Terms. The Terms together with the terms of the Purchase Order, CesiumAstro’s Supplier Quality Notes, and any documents incorporated herein or therein by reference are referred to herein as the “**Order**.” The Order constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier’s acceptance of the Purchase Order to the terms of the Order. The Order’s terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier’s general terms and conditions of sale or any other document issued by Supplier in connection with the Order. Any terms and conditions proposed in Supplier’s offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected. These Terms apply to any reworked or replacement Goods provided by Supplier hereunder. CesiumAstro is not obligated to any minimum purchase or future purchase obligations under the Order. Capitalized terms have the meanings set forth in Schedule 1 or as defined in Sections of these Terms.

1. PURCHASE AND SALE OF GOODS

1.01 Purchase and Sale. Subject to the terms and conditions of the Order, during the Term, CesiumAstro may purchase Goods from Supplier, and Supplier shall manufacture and/or sell Goods to CesiumAstro, at the prices and in the quantities set forth on a Purchase Order.

1.02 Nonbinding Forecasts. CesiumAstro may provide to Supplier a non-binding, good faith projection or estimate of CesiumAstro’s requirements for Goods during each month of an Order which approximates, based on information reasonably available at the time to CesiumAstro, the quantity of Goods that CesiumAstro may order for each such month (the “**Forecast**”). If such Forecast is provided, no later than thirty (30) calendar days prior to the first day of each subsequent calendar quarter, CesiumAstro shall deliver to Supplier a Forecast for the period beginning with the first day of such calendar quarter and ending twelve (12) months thereafter (the “**Forecast Period**”). Forecasts are for informational purposes only and do not create any binding obligations on behalf of either party. Without limitation of the foregoing, under no circumstances will CesiumAstro be obligated to purchase any quantity of Goods in excess of its actual requirements of the Goods.

1.03 No Right to Use Intellectual Property to Manufacture and Sell Goods to Other Parties. Supplier shall not, at any time, use any of CesiumAstro’s Intellectual Property (including CesiumAstro’s Foreground Intellectual Property Rights and CesiumAstro’s Background Intellectual Property Rights) to manufacture or sell Goods or other products to any other Person. This Section 1.03 will survive expiration or termination of the Order.

1.04 Vendor Managed Inventory Program. Upon CesiumAstro’s request, Supplier will provide a vendor-managed inventory program (the “**VMI**”) to stock and maintain certain mutually agreed upon Goods at specified locations, with Supplier retaining title to, and risk of loss with respect to, the Goods (the “**VMI Goods**”) in accordance with the terms and conditions of the Order. Supplier agrees to manufacture and stock such VMI Goods in accordance with: (i) any authorized inventory planning and collaboration tool provided to Supplier by CesiumAstro; and/or (ii) a separate VMI agreement between CesiumAstro and Supplier.

1.05 Other Obligations of Supplier.

(a) Only new and authentic materials are to be used in products delivered to CesiumAstro. No counterfeit or suspect counterfeit parts are to be contained within the delivered Goods. Parts shall be purchased directly from

the Original Contract Manufacturers (“**OCMs/OEMs**”) or through the OCMs/OEMs authorized distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent distributors (Brokers) shall not be used. If suspect/counterfeit parts are furnished for any Source Control Drawing and/or found in any of the delivered Goods, such items will be considered Nonconforming Goods and impounded by CesiumAstro. CesiumAstro may rely on any and all remedies in accordance with Section 2.02 hereof. Alternatively, CesiumAstro may require the Supplier to promptly replace such suspect/counterfeit parts with parts acceptable to CesiumAstro, and Supplier shall be liable for all costs relating to the removal and replacement of said parts.

(b) All purchasing requirements set forth in the Order shall be flowed down to permitted sub-tier suppliers or subcontractors of Supplier.

(c) CesiumAstro may monitor and measure supplier performance using metrics including, but not limited to, on-time delivery, product conformance, and returns / recalls / damage, and use such data to propose ongoing quality metrics. Should the foregoing quality metrics be established in writing between Supplier and CesiumAstro, Supplier’s compliance therewith shall thereafter be required for its performance hereunder. Supplier acknowledges and agrees that it shall apply suitable corrective actions when presented with CesiumAstro complaints or nonconformance reports.

(d) Supplier is required to ensure the communication of Product Safety which is defined as: The state in which a product is able to perform to its designated or intended purpose without causing unacceptable risk of harm to persons or damage to property.

(e) Supplier is required to be aware of the importance of ethical behavior and ensuring ethical behavior practices.

(f) Supplier shall abide by any federal regulations that require certain notices of employee rights under federal labor laws, prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or inquiring about, discussing or disclosing compensation. Moreover, these regulations may require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to

race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(g) Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify CesiumAstro in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

2. ORDERING PROCEDURE

2.01 Purchase Orders. CesiumAstro shall issue Purchase Orders to Supplier in written or electronic form via Electronic Data Interchange (EDI) or email. The Purchase Order is not binding on CesiumAstro until Supplier accepts the Purchase Order. Affiliates of CesiumAstro shall be permitted to purchase the Goods under the terms herein.

2.02 Acceptance, Rejection, and Cancellation of Purchase Orders. Supplier shall confirm to CesiumAstro in writing (via EDI or email) the acceptance or rejection of each Purchase Order issued by CesiumAstro (each, a “**Confirmation**”) within three (3) business days following Supplier’s receipt thereof. Each Confirmation must: (a) reference CesiumAstro’s Purchase Order number, (b) confirm acceptance of the Purchase Order or advise CesiumAstro of Supplier’s rejection of such Purchase Order, (c) state the date of acceptance or rejection, and (d) state the basis for rejection, if applicable. If Supplier fails to issue a Confirmation within three (3) business days or otherwise commences performance under such Purchase Order, Supplier will be deemed to have accepted the Purchase Order. CesiumAstro may withdraw any Purchase Order prior to Supplier’s acceptance thereof. The parties acknowledge and agree that, from time to time, circumstances may arise which require the cancellation or modification of an accepted Purchase Order. If such circumstances arise, the parties will work together in good faith toward a reasonable solution; however, Purchase Orders may be modified or cancelled only upon mutual written agreement of the parties.

2.03 Changes by CesiumAstro. Supplier shall promptly make any changes CesiumAstro directs in writing with respect to the Goods, which may include changes in the design, drawings, specifications, processing, inspection, testing, quality control, methods of packing and shipping or the date or place of delivery. Any changes pursuant to this Section 2.03 will not affect the price or time for delivery of Goods unless: (a) within three (3) business days after CesiumAstro’s notice to Supplier of the change, CesiumAstro receives from Supplier written Notice of a claim for adjustment with all

sufficient information and documentation regarding Supplier's costs and production timing resulting from such changes to allow CesiumAstro to verify such claim; and (b) after verifying such claim, in CesiumAstro's sole discretion it appears that, in order to implement such CesiumAstro-requested changes, Supplier's actual out-of-pocket costs will increase by a material amount or that implementing such changes reasonably and appropriately will cause a delay in the Delivery Date of any affected Goods. If CesiumAstro finds that Supplier's actual out-of-pocket costs will increase by a material amount, then Supplier may increase the price for such affected Goods in a per-unit amount solely to the extent necessary to compensate Supplier for such commercially reasonable cost increases (but not to allow for any additional margin). If CesiumAstro's verification results indicate that Supplier's costs have or should have actually decreased, the price of Goods hereunder shall be decreased on a per-unit basis to reflect the amount of any such cost savings. Nothing in this Section 2.03, including any disagreement with CesiumAstro as to any adjustment in price or time for performance, will excuse Supplier from proceeding with the Order as changed.

2.04 Changes Requested by Supplier. Supplier shall notify CesiumAstro immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. Except for any Goods that are part of Supplier's standard stock (i.e., "off-the-shelf"), Supplier may not make any changes with respect to the Goods or scope of the Order without CesiumAstro's advance written approval, which may be given or withheld in CesiumAstro's sole discretion, including without limitation changes to: (a) the location at which Goods are manufactured; (b) any permitted subcontractors to Supplier with respect to Goods; (c) the processes or procedures used by Supplier in the production of Goods; (d) the composition, fit, form, function or appearance of Goods; or (e) chemicals, raw materials or any components or parts used in production of Goods. If Supplier learns of a possible change to the Goods that may reduce costs, improve quality, or otherwise be beneficial to CesiumAstro, Supplier shall promptly notify CesiumAstro of the possible change.

3. SHIPMENT, DELIVERY, AND INSPECTION

3.01 Shipment and Delivery Requirements.

(a) Supplier shall deliver the Goods to the street address for delivery of the Goods specified in the applicable Purchase Order (the "**Delivery Point**"). Time, quantity and delivery to the Delivery Point are of the essence under the Order. Supplier shall procure

materials for, fabricate, assemble, pack, mark and ship Goods strictly in the quantities, by the methods, to the Delivery Point and by the Delivery Date, specified in the applicable Purchase Order. Delivery times will be measured to the time that Goods are actually received at the Delivery Point.

(b) Supplier will notify CesiumAstro of the maximum time within which Supplier agrees to deliver Goods after receipt of a delivery requirement for such Goods, taking into account the manufacturing lead time and material lead time related to such Goods (the "**Lead Time**"). Unless otherwise mutually agreed between CesiumAstro and Supplier, Lead Times are measured based on the date of receipt of the relevant Goods at the Delivery Point. If CesiumAstro requests delivery of Goods on a date which does not allow sufficient Lead Time (a "**Need Date**"), Supplier shall use all commercially reasonable efforts to meet such Need Date. If Supplier agrees in writing to meet a Need Date, such Need Date shall be considered the Delivery Date. If Supplier does not agree to meet the Need Date, CesiumAstro may, without liability: (i) reduce or cancel its requirements for such Goods, (ii) reallocate to another Order or reschedule any such Goods, or (iii) waive the Need Date and accept such Goods on an agreed upon Delivery Date.

(c) If Supplier does not comply with any of its delivery obligations under this Section 3, CesiumAstro may, in CesiumAstro's sole discretion and at Supplier's sole cost and expense, (a) approve a revised Delivery Date, (b) require expedited or premium shipment, or (c) cancel the applicable order and obtain similar products from other sources (and all such Goods will be deemed to have been purchased under the Order for purposes of satisfying CesiumAstro's quantity requirements hereunder, if any). Unless otherwise expressly agreed to by the parties in writing, Supplier may not make partial shipments of Goods to CesiumAstro.

3.02 Transfer of Title and Risk of Loss.

(a) All Goods will be shipped DDP Delivery Point (Incoterms® 2020).

(b) Except as provided in section 1.04, title to Goods shipped under any Purchase Order passes to CesiumAstro upon the earliest to occur of: (i) Supplier's tender of the Goods to the carrier, or (ii) payment of any portion of the Price for such Goods by CesiumAstro. Title will transfer to CesiumAstro even if Supplier has not been paid for such Goods; *provided that* CesiumAstro will not be relieved of its obligation to pay for Goods in accordance with the terms hereof.

(c) Notwithstanding any agreement between CesiumAstro and Supplier concerning transfer of title or responsibility for shipping costs, risk of loss to Goods shipped under any Purchase Order passes to CesiumAstro upon receipt by CesiumAstro at the Delivery Point, and Supplier will bear all risk of loss or damage with respect to Goods until CesiumAstro's receipt of such Goods in accordance with the terms hereof.

3.03 Packaging and Labeling. Supplier shall properly pack, mark and ship Goods as instructed by CesiumAstro and otherwise in accordance with applicable Law and industry standards, and shall provide CesiumAstro with shipment documentation, including all applicable certificates, showing the Purchase Order number, Supplier's identification number for the subject Goods, the quantity of pieces in shipment, the number of cartons or containers in shipment, Supplier's name, the bill of lading number, the country of origin, and any other documentation CesiumAstro may reasonably request.

3.04 Materials Disclosure. Upon CesiumAstro's request, Supplier shall promptly provide to CesiumAstro, in such form and detail as CesiumAstro requests, a list of all materials incorporated in the Goods, the amount of such materials, country of origin information, information concerning any changes in or additions to such materials, and any other information reasonably requested by CesiumAstro.

3.05 Inspection, Acceptance and Rejection of Goods.

(a) Goods are subject to CesiumAstro's inspection and approval or rejection notwithstanding CesiumAstro's prior receipt of or payment for the Goods. CesiumAstro shall have a reasonable period of time, not to be less than thirty (30) calendar days following delivery of the Goods to the Delivery Point or other duration specified in the Purchase Order ("**Inspection Period**"), to inspect all Goods received under the Order and to inform Supplier, in writing, of CesiumAstro's rejection of any Nonconforming Goods. CesiumAstro may return to Supplier any or all units of rejected Goods that constitute Nonconforming Goods because they exceed the quantity stated in any Purchase Order. If CesiumAstro rejects any other Nonconforming Goods, CesiumAstro may elect to: (i) terminate the Order, in whole or in part, without liability to Supplier; (ii) accept all or a portion of such Nonconforming Goods with a price reduction for the cost of repair or the diminution of value; or (iii) require Supplier, at Supplier's sole cost, to rework or replace the rejected Goods at the location specified by CesiumAstro (which may include

Supplier's location, CesiumAstro's location or the location of a third party).

(b) If Supplier fails to timely deliver reworked or replaced Goods, CesiumAstro may: (i) purchase similar products from another source and charge Supplier the cost thereof; (ii) produce similar products itself and charge Supplier the cost thereof; or (iii) repair the Goods itself or have a third party repair the Goods and charge Supplier the cost thereof. Any exercise by CesiumAstro of its rights and remedies under this Section 3.05 shall not reduce Supplier's obligations or CesiumAstro's rights and remedies available to CesiumAstro under the Order or pursuant to applicable Law. All returns of Nonconforming Goods to Supplier are at Supplier's sole risk and expense (including shipping costs). Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for CesiumAstro's actual costs, expenses and damages related to or arising from Nonconforming Goods, including, but not limited to, labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by CesiumAstro. CesiumAstro's acceptance of any Goods will not be deemed to be a waiver or limitation of Supplier's obligations pursuant to the Order (or any breach thereof), including those obligations with respect to Supplier's Product Warranty and Supplier's duty to indemnify CesiumAstro.

4. PRICE AND PAYMENT

4.01 Price. Subject to Section 1.02, CesiumAstro shall purchase the Goods from Supplier at the prices set forth on the applicable Purchase Order ("**Prices**"). All Prices include, and Supplier is solely responsible for, all costs and expenses relating to packing, crating, boxing, freight, transporting, loading and unloading, customs, Taxes, tariffs and duties, insurance and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the Goods. For the avoidance of doubt, to the extent Goods are to be imported into the United States, the anticipated tariffs to be levied upon the Goods ("**Tariffs**"), are the sole responsibility of Supplier. All Prices are firm and are not subject to increase for any reason, including changes in market conditions, increases in raw material, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes.

4.02 Most Favored Customer. Supplier represents and warrants that the Prices set forth on the applicable Purchase Order are at least as low as the price charged by Supplier to other buyers for similar products within the same region. If at any time during the Term, Supplier

charges any other buyer a lower price for similar products in the same region, Supplier shall apply that price to all same or similar Goods under the Order. If Supplier fails to meet the lower price, CesiumAstro may, at its option, in addition to all of its other rights under the Order or at Law, terminate the Order without liability pursuant to Section 5.03.

4.03 Invoices. Supplier shall issue a monthly invoice to CesiumAstro for all Goods ordered in the previous calendar month. Each invoice for Goods must set forth in reasonable detail the amounts payable by CesiumAstro under the Order and contain the following information, as applicable: a reference to the Order; Purchase Order number; Supplier's name; Supplier's identification number; carrier name; ship-to address; quantity of Goods shipped; number of cartons or containers in shipment; bill of lading number; country of origin; and any other information necessary for identification and control of the Goods. CesiumAstro reserves the right to return and withhold payment due to any invoices or related documents that are inaccurate or incorrectly submitted to CesiumAstro. The parties shall seek to resolve any invoice disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 14.18. Any payment by CesiumAstro of an invoice is not an acceptance of any nonconforming element or terms on such invoice or the related Goods.

4.04 Payment. Except for any amounts disputed by CesiumAstro in good faith, Supplier's accurate and correctly submitted invoices will be payable within sixty (60) calendar days following CesiumAstro's receipt of Supplier's invoice. CesiumAstro may withhold payment pending receipt of evidence, in such form and detail as CesiumAstro may reasonably direct, of the absence of any Encumbrances on the Goods. Any payment by CesiumAstro for Goods will not be deemed acceptance of the Goods or waive CesiumAstro's right to inspect. CesiumAstro will be entitled to any discounts allowable by Supplier for prompt payment even though CesiumAstro is unable to make payment within the time limits set by Supplier if such failure is due to Supplier's actions or other circumstances or events beyond CesiumAstro's reasonable control. CesiumAstro shall make all payments in US dollars by check, wire transfer or automated clearing house in accordance with the Supplier's instructions as specified in the Purchase Order.

4.05 Setoff; Contingent or Disputed Claims. All amounts due from CesiumAstro to Supplier are net of any indebtedness of Supplier to CesiumAstro or any CesiumAstro Affiliate. Without prejudice to any other right or remedy it may have, CesiumAstro reserves the

right to set-off at any time any amount owing to it by Supplier against any amount payable by CesiumAstro to Supplier. In addition to any right of set-off, deduction or recoupment provided or allowed by Law, CesiumAstro may, without notice to Supplier, set off against, and deduct and recoup from, any amounts due or to become due from CesiumAstro or any CesiumAstro Affiliate to Supplier, any amounts due or to become due from Supplier to CesiumAstro or any CesiumAstro Affiliate, including for damages resulting from breaches by Supplier of its obligations under the Order or any other agreement between such parties. If an obligation of Supplier is disputed, contingent or unliquidated, payment by CesiumAstro or any CesiumAstro Affiliate of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. In the event of Supplier's bankruptcy, if all of the contracts (including the Order) between CesiumAstro and Supplier have not been promptly assumed by Supplier (under applicable Law), CesiumAstro may withhold payment to Supplier for Goods previously delivered (via administrative hold or otherwise) until the risk of potential rejection and other losses is eliminated.

5. TERM; TERMINATION

5.01 Term. The term of the Order is as set forth on the applicable Purchase Order, unless it is earlier terminated pursuant to the terms of the Order or applicable Law (the "*Term*").

5.02 CesiumAstro's Right to Terminate for Convenience.

(a) CesiumAstro may, at its option, terminate all or any part of the Order at any time and for any or no reason by giving written Notice to Supplier. CesiumAstro's right to Terminate for Convenience shall apply where CesiumAstro's customer requires that CesiumAstro obtain Goods from another supplier. Termination will be effective on the later to occur of Supplier's receipt of CesiumAstro's Notice of termination or such other later date (if any) set forth in such termination Notice. Within ten (10) calendar days after the effective date of termination set forth in CesiumAstro's Notice to Supplier under this Section 5.02, Supplier may submit to CesiumAstro a written Notice setting forth the following amounts, in sufficient detail to allow CesiumAstro to audit such amounts (a "*Termination Claim*"): (i) the purchase price under the Order for Goods finished as of the date of termination, not previously paid for, that conform to the requirements of the Order and were produced pursuant to the Order except for any such Goods that are in Supplier's standard stock (i.e., "off-the-shelf") or are

otherwise readily marketable less amounts received by Supplier for disposition or sale of any Goods or materials not delivered to CesiumAstro, and (ii) Supplier's out-of-pocket costs for raw materials incurred by Supplier as of the date of termination in furnishing Goods under the Order, to the extent such costs are reasonable in amount and are properly allocable or apportionable under GAAP to the terminated portion of the Order and not in excess of quantities ordered by CesiumAstro pursuant to a Purchase Order.

(b) Subject to the terms of this Section 5.02, if the Termination Claim is received by CesiumAstro timely and CesiumAstro verifies the costs set forth in the Termination Claim, CesiumAstro shall pay to Supplier the amount due with respect to the Termination Claim, less any amounts owed by Supplier to CesiumAstro. Any payment of a Termination Claim will not be deemed a waiver of any of CesiumAstro's other rights arising under the Order or applicable Law. A Termination Claim is Supplier's sole remedy for termination of the Order under this Section 5.02. Supplier's failure to timely submit a Termination Claim shall be a bar to any future action on such claim. CesiumAstro will make no payments for finished Goods, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those included in a Termination Claim. Payments made under this Section 5.02 will not exceed the amount actually recovered by CesiumAstro from its customer that is allocable to Supplier if such customer's cancellation was the cause of CesiumAstro's termination under this Section 5.02.

(c) Limitation of Liability. Except as expressly provided in this Section 5.02, CesiumAstro will not be liable for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's permitted subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges. Payment by or on behalf of CesiumAstro to the Supplier pursuant to this sub-Section shall constitute a total discharge of CesiumAstro's liabilities to the Supplier pursuant to the Order.

5.03 CesiumAstro's Right to Terminate for Cause. CesiumAstro may terminate the Order, by providing written Notice to Supplier:

(a) if Supplier repudiates or threatens to repudiate, any of its obligations under the Order;

(b) except as otherwise specifically provided under this Section 5.03, if Supplier is in breach of, or threatens to breach, any representation, warranty or covenant of Supplier under the Order and either the breach cannot be cured or, if the breach can be cured, it is not cured within ten (10) calendar days following Supplier's receipt of written Notice of such breach;

(c) notwithstanding the generality of Section 5.03(b), if Supplier fails to, or threatens not to, timely deliver Goods conforming to the requirements of, and otherwise in accordance with, the terms and conditions of the Order;

(d) if Supplier (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(e) if Supplier fails to provide CesiumAstro, within a commercially reasonable time after CesiumAstro's request (but in no case exceeding three (3) business days after such request) with adequate and reasonable assurance of Supplier's financial and operational capability to perform timely any of Supplier's obligations under the Order;

(f) if Supplier takes any action, or fails to take any action, required under the Order or any other agreement between CesiumAstro and Supplier, or as reasonably requested by CesiumAstro, the result of which is any imminent interruption or delay, or the threat of an imminent interruption or delay, in any production at any of CesiumAstro's or its customer's manufacturing facilities; or

(g) upon the occurrence of any other event constituting grounds for termination set forth in any other sections of the Order (including Section 4.02 (Most Favored Customer)).

Any termination under this Section 5.03 will be effective on the date of CesiumAstro's written Notice of termination or such later date (if any) set forth in such termination Notice. Supplier shall be liable to CesiumAstro for any and all expenses, costs, and damages including increased re-procurement costs, requalification costs, and other non-recurring costs.

Upon a termination for cause under this Section 5.03, Supplier hereby grants to CesiumAstro an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property to the extent necessary to enable CesiumAstro to complete and make use of any deliverables and work-in-progress, including for any items described in Section 5.04.

5.04 Effect of Expiration or Termination.

(a) Immediately upon the effectiveness of a Notice of termination delivered by CesiumAstro to Supplier hereunder (as stated in such Notice), Supplier shall, unless otherwise directed by CesiumAstro, and subject to Supplier's obligation to provide resourcing cooperation under Section 5.05: (i) promptly terminate all performance under the Order and under any outstanding Purchase Orders; (ii) transfer title and deliver to CesiumAstro all finished Goods completed prior to effectiveness of the Notice of termination; (iii) deliver to CesiumAstro any unfinished Goods in any stage in Supplier's possession or control (whether complete or incomplete), all work work-in-progress, purchased hardware whether or not yet received, environmental test fixtures, and parts for full offload fixture; (iv) deliver to CesiumAstro all data, information and documentation relating to all finished and unfinished deliverables (including, without limitation, ICD, product specifications, user's guides, assembly and other instructions including for offload fixture, technical requirements, test procedures, assembly and part drawings including for full offload fixture, data sheets, BOM for full offload fixture, and certificates of conformance); and (v) return to CesiumAstro any property furnished by or belonging to CesiumAstro or any of CesiumAstro's customers, or dispose of such property in accordance with CesiumAstro's instructions. To the extent not previously paid by CesiumAstro, in the case of a Termination for Convenience under Section 5.02 CesiumAstro shall pay Supplier: (i) the agreed price for any completed conforming Goods so provided; and (ii) actual costs paid for Supplier's procurement of the in-process items that were unfinished at the time of termination, subject to Supplier's provision of a detailed accounting of such actual costs within 30-calendar days of termination, but in no event exceeding the agreed Price. Failure to timely submit such accounting shall forfeit Supplier's right to any payment thereof but shall not relieve Supplier of its obligations to provide the items described herein to CesiumAstro.

(b) Expiration or termination of the Term will not affect any rights or obligations of the parties that: (i) come into effect upon or after termination or expiration

of the Order; or (ii) otherwise survive the expiration or earlier termination of the Order pursuant to Section 14.06 and were incurred by the parties prior to such expiration or earlier termination.

(c) Upon the expiration or earlier termination of the Order, each party shall: (i) at the other party's option, return to the other party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems, which copies shall be destroyed upon the normal expiration of its backup files; and (iii) upon the other party's written request, certify in writing to such other party that it has complied with the requirements of this Section 5.04(c).

(d) Subject to Section 5.04(b), and except for any Termination Claim payable by CesiumAstro under Section 5.02, in the case of the termination of an Order, CesiumAstro, or in the case of the expiration of an Order, neither party, will be liable to the other party for any damage of any kind (whether direct or indirect) incurred by the other party by reason of the expiration or earlier termination of the Order. Termination of the Order will not constitute a waiver of any of the terminating party's rights or remedies under the Order, at law, in equity or otherwise.

5.05 Resourcing Cooperation. Upon the expiration or earlier termination of the Order for any reason, to the extent requested by CesiumAstro in writing, Supplier will take all actions as may be reasonably required by CesiumAstro to transition production of Goods from Supplier to an alternative supplier without production disruptions, including providing CesiumAstro all requested information and documentation regarding and access to Supplier's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of supplies and components..

5.06 Additional Business Continuity License Grant.

(a) Should Supplier experience a Supplier Insolvency, or voluntarily or involuntarily abandon, reduce or cease operations, in whole or in part, any manner that may threaten the timely performance of the Order, then in addition to and not in lieu of other rights to Supplier's Intellectual Property otherwise set forth in the Order, and in addition to what is otherwise provided

herein, Supplier also hereby grants CesiumAstro an irrevocable, non-exclusive, fully paid, worldwide, perpetual, royalty-free license, with the right to grant sublicenses, in and to Supplier's Intellectual Property (including both Background Intellectual Property and Foreground Intellectual Property) to produce, use, sell and to obtain and/or have produced, from alternate sources, the products and services (including related systems and components) of Supplier, including, without limitation, whether such products and services were developed or in the process of design and development under the Order.

(b) As part of such additional license, Supplier shall, upon CesiumAstro's written request and at no charge to CesiumAstro, promptly: (a) deliver to CesiumAstro all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Agreement; (b) deliver the tooling and test Equipment necessary to make or have made the deliverables and provide the services; and (c) provide technical and transition assistance in order to ensure CesiumAstro's continuing requirements for the deliverables and/or services.

6. COMPLIANCE WITH LAWS; POLICIES

6.01 Compliance with Laws. Supplier shall, and shall cause its permitted subcontractors to, at all times comply with all Laws applicable to the Order, Supplier's operation of its business, and the exercise of its rights and performance of its obligations hereunder. Without limitation of the foregoing, Supplier shall ensure the Goods and any related packaging conform fully to any applicable Law. Upon CesiumAstro's request, Supplier shall provide CesiumAstro with: (a) written certification of Supplier's compliance with applicable Laws; (b) written certification of the origin of any components or materials in the Goods; and (c) any additional information regarding the Goods requested by CesiumAstro such that CesiumAstro may comply in a timely manner with its obligations under Law.

6.02 Permits, Licenses, and Authorizations. Supplier shall obtain and maintain all Permits necessary for the exercise of its rights and performance of Supplier's obligations under the Order, including any Permits required for the export or import of Goods or any raw materials and other manufacturing parts used in the production and manufacture of the Goods, and the

shipment of hazardous materials, as applicable in the US or internationally.

6.03 Compliance with CesiumAstro Policies. Supplier shall use commercially reasonable efforts to, on behalf of itself and its permitted subcontractors, at all times comply with CesiumAstro policies, procedures, rules and regulations, including, but not limited to, all terms and conditions set forth in any CesiumAstro standard codes of conduct, privacy policies, data security, and similar policies applicable to CesiumAstro suppliers that CesiumAstro may implement from time to time.

7. Representations and Warranties; Product Warranty

7.01 Supplier's Representations and Warranties. Supplier represents and warrants to CesiumAstro that:

- (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization or formation;
- (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of the Order;
- (c) it has the full right, power and authority to enter into the Order and to perform its obligations hereunder;
- (d) the execution of the Order by its Representative whose signature is set forth at the end of the Order, and the delivery of the Order by Supplier, have been duly authorized by all necessary action on the part of Supplier;
- (e) the execution, delivery, and performance of the Order by Supplier will not violate, conflict with, require consent under or result in any breach or default under (i) any of Supplier's organizational documents, (ii) any applicable Law or (iii) with or without notice or lapse of time or both, the provisions of any Supplier Contract;
- (f) the Order has been executed and delivered by Supplier and (assuming due authorization, execution and delivery by CesiumAstro) constitutes the legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms;
- (g) it will not enter into any agreement, or act or omit to act, in such a way that would impair in any way the Supplier's ability to perform the Order;
- (h) it will not enter into any agreement, or act or omit to act, in such way that would limit, condition or

alter the full exercise of the rights granted to CesiumAstro under the Order; and

(i) it is not insolvent and is paying all of its debts as they become due.

7.02 Product Warranty.

(a) CesiumAstro may assign any Supplier Product Warranty to any CesiumAstro customer or the end users of the Goods. Without prejudice to any other warranties expressed or implied elsewhere in the Order or by Law, any other rights provided in the Order or by Law being reserved, the Supplier warrants and represents to CesiumAstro that, notwithstanding prior inspection or Acceptance by CesiumAstro:

(i) Supplier's work will be performed in a skillful and workmanlike manner and shall conform with and meet the Order's requirements;

(ii) without limitation, each part of the Goods shall be free from defects and shall be fit for the purpose for which it is supplied;

(iii) good title to all Goods shall be transferred to CesiumAstro, and all Goods shall be delivered free and clear of any liens, mortgages, security interests and Encumbrances of any kind; and

(iv) the Goods shall consist of new, not used or reconditioned materials unless otherwise agreed herein.

(b) The above warranties shall not extend to the following cases:

(i) if the Supplier proves that Goods have not been used by CesiumAstro in accordance with the requirements of the Supplier's instruction documentation; and/or

(ii) if the Supplier proves that Goods have been modified by CesiumAstro without the agreement of the Supplier.

(c) Warranty Period. The above warranties shall extend for a period of three (3) years from Acceptance, or, in the case of Defective Goods, or a part thereof, rectified or replaced by the Supplier in accordance

with this Article, for a period of three (3) years after the date of correction or replacement.

Collectively the above shall be known as the "Warranty Period."

(d) The above warranties shall be extended at no cost to CesiumAstro for any period that Goods are placed in storage after Acceptance, for a period not exceeding two (2) years, resulting in a maximum Warranty Period of five (5) years.

(e) Any claim for breach of warranty as a result of dishonesty, willful misconduct, latent defects, fraud or willful concealment can be issued at any time to the extent permitted under applicable Law.

(f) The Supplier shall assign to CesiumAstro all warranties on goods or services given by its suppliers, manufacturers or Subcontractors where such warranties exceed those given by the Supplier pursuant to Article 10.2 "Warranties," or if such assignment is not possible, extend such given warranties to CesiumAstro by alternative means.

(g) Warranty Claim.

(i) At any time, up to the expiration of the warranties set out in this Section and irrespective of prior inspections or Acceptance, if any part of the Goods delivered by the Supplier is Defective and subject to the terms of the warranty set out in this Section, CesiumAstro is entitled to issue a warranty claim in writing to the Supplier.

(ii) The Supplier shall respond to each warranty claim in writing within ten (10) Business Days from the date of issuance of such claim. A warranty claim shall be deemed accepted by the Supplier if it has not been rejected in writing by the Supplier during the above mentioned ten (10) Business Days' period.

(h) Upon receipt of the warranty claim, the Supplier shall:

(i) rectify, repair or replace the Defective Goods on its own premises, at the Supplier's cost, within a maximum repair turnaround time (defined as the number of days between receipt at the Supplier's premises of a Defective Goods returned by CesiumAstro under this Article 7 "Representations and Warranties" and delivery

of the repaired Goods to the Delivery Point) of thirty (30) calendar days or any other period mutually agreed in writing by the parties. The decision on whether to correct, repair or replace shall be the Supplier's but shall be made in consultation with CesiumAstro; or

(ii) rectify, repair or replace the Defective Goods at any place requested by CesiumAstro at the Supplier's cost, within a maximum repair turnaround time (starting from the day the Goods are made available to the Supplier) of 30 (30) calendar days or any other period mutually agreed in writing by the parties. The decision on whether to correct, repair or replace shall be the Supplier's but shall be made in consultation with CesiumAstro; and

(iii) bear all substantiated costs incurred and directly arising out of the warranty claim, including in particular the costs of transportation and tests. The Supplier agrees hereby to indemnify CesiumAstro for the prejudice, including damages suffered as a consequence therefrom, sustained directly or by the end customer as a result of the non-availability, the degraded performance or any non-compliance of the Goods.

- (i) When return for correction or replacement is required, CesiumAstro shall deliver the Defective Goods Ex Works (Incoterms® 2020) from the Delivery Point or from any other place that may be notified by CesiumAstro to the Supplier. The Supplier shall deliver the repaired or replacement Goods as per the Incoterms set out in Section 3.01 "Shipping Terms." For the sake of clarity, where defects are repaired at CesiumAstro's premises, all travelling or living expenses incurred by the Supplier or its employees and the cost of transporting any necessary material or Equipment shall be borne by the Supplier.
- (j) In the event that any Goods are not repaired and delivered back to CesiumAstro within the repair turnaround time defined in this Section 7, the provisions of Section 3 "Shipment, Delivery, and Inspection" shall apply to those specific Goods from the first day after the expiration of the agreed repair turnaround time until the date of delivery of those Goods back to CesiumAstro.
- (k) In the event that the Supplier fails to repair the Defective Goods within the repair turnaround time defined in Section 7, CesiumAstro shall be entitled to take over the Defective Goods and repair or

replace it under its own responsibility or through a different supplier and CesiumAstro shall be indemnified against any costs, losses, damages and liabilities arising out of the failure by the Supplier to perform its obligations.

In this case, CesiumAstro shall notify the Supplier of this decision, and the Supplier shall have the option to nominate a third-party repairer within five (5) calendar business days of being notified of that decision by CesiumAstro, and in the absence of such a nomination CesiumAstro shall have the right to select a repairer of its choice.

Also in this case the Supplier shall provide to CesiumAstro all Goods in progress together with all Intellectual Property as is necessary to complete the repair of the Goods. The Supplier shall grant to CesiumAstro (with a right to sublicense) a limited, non-exclusive, royalty free license to use and to have used the Intellectual Property for the purpose of completing the repair of the Goods.

- (l) This Section 7 "Representations and Warranties" shall survive any termination or expiration of this Contract.

8. Indemnification

8.01 Indemnification. Subject to the terms and conditions of the Order, Supplier (as the "**Indemnifying party**"), at its expense, shall indemnify, defend and hold harmless CesiumAstro and its Representatives, officers, directors, employees, agents, Affiliates, successors and assigns (collectively, the "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under the Order and the cost of pursuing any insurance providers, incurred by any Indemnified party (collectively, the "**Losses**"), relating to, arising out or resulting from any Claim alleging:

- (a) a breach or non-fulfillment of any of the Indemnifying party's representations, warranties, or covenants set forth in the Order;
- (b) any negligent or more culpable act or omission of the Indemnifying party or any of its Representatives (including any recklessness or willful misconduct) in connection with Indemnifying party's performance under the Order;

- (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the negligent acts or omissions of the Indemnifying party or any of its Representatives;
- (d) any failure by Indemnifying party or its Personnel to comply with any applicable Laws; or
- (e) that any of the Indemnifying party's Intellectual Property used in the design or production of the Goods, or that is embodied in the Goods, infringes any Intellectual Property Right of a third party.

Supplier shall not enter into any settlement without CesiumAstro's prior written consent.

8.02 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in the Order, Indemnifying party is not obligated to indemnify or defend any Indemnified party against any Claim or corresponding Losses resulting directly from the Indemnified party's or its Personnel's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to materially comply with any of its obligations set forth in the Order.

9. Limitation of Liability

9.01 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL CESIUMASTRO OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CESIUMASTRO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Intellectual Property

10.01 Ownership. Each of the parties acknowledges and agrees that:

- (a) each party retains exclusive ownership of its Background Intellectual Property Rights;
- (b) CesiumAstro does not transfer to Supplier any of its Background Intellectual Property Rights, and Supplier may not use any of CesiumAstro's Background Intellectual Property Rights other than to produce and supply Goods to CesiumAstro hereunder;
- (c) Supplier does not transfer to CesiumAstro any of Supplier's Background Intellectual Property Rights, except that Supplier grants to CesiumAstro and its customers the right to resell Goods or incorporate Goods purchased from Supplier into finished products and to sell such finished products to its customers;
- (d) all Foreground Intellectual Property Rights will be owned by CesiumAstro;
- (e) Supplier assigns to CesiumAstro all of Supplier's right, title and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable, works or works of authorship (including computer programs, technical specifications, documentation, and manuals), the parties agree that such works are "works made for hire" for CesiumAstro under the US Copyright Act; and
- (f) Supplier shall only use the Foreground Intellectual Property Rights and any of CesiumAstro's Background Intellectual Property Rights granted to the Supplier to produce and supply Goods to CesiumAstro.

10.02 Prohibited Acts. Each party shall not:

- (a) take any action that interferes with the other party's Intellectual Property Rights, including such other party's ownership or exercise thereof;
- (b) challenge any right, title or interest of the other party in such other party's Intellectual Property Rights;
- (c) make any claim or take any action adverse to such other party's ownership of its Intellectual Property Rights;
- (d) register or apply for registrations, anywhere in the world, the other party's Trademarks or any other Trademark that is similar to such other party's

Trademarks or that incorporates such Trademarks in whole or in confusingly similar part;

- (e) use any mark, anywhere, that is confusingly similar to the other party's Trademarks;
- (f) misappropriate any of the other party's Trademarks for use as a domain name without such other party's prior written consent; or
- (g) alter, obscure or remove any of the other party's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under the Order (including Goods), marketing materials or other materials.

10.03 Limited License Grant. CesiumAstro hereby grants to Supplier a limited, non-exclusive, non-transferrable, worldwide, royalty-free, non-sublicensable, fully revocable right to use CesiumAstro's Intellectual Property solely for the purpose of manufacturing and packaging the Goods in accordance with the Specifications and under the terms and conditions of the Order.

11. Confidentiality

11.01 Scope of Confidential Information. From time to time during the Term, CesiumAstro or Supplier (as the "**Disclosing party**") may disclose or make available to CesiumAstro or Supplier (as the "**Receiving party**") information about its business affairs, goods and services (including any Forecasts), confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information and other sensitive or proprietary information. Such information, as well as the terms of the Order, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," constitutes "**Confidential Information**" hereunder. Confidential Information does *not* include information that at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11 by the Receiving party or any of its Representatives;
- (b) is or becomes available to the Receiving party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;

- (c) was known by or in the possession of the Receiving party or its Representatives prior to being disclosed by or on behalf of the Disclosing party;
- (d) was or is independently developed by the Receiving party without reference to or use of, in whole or in part, any of the Disclosing party's Confidential Information; or
- (e) is required to be disclosed pursuant to applicable Law.

11.02 Protection of Confidential Information. The Receiving party shall:

- (a) protect and safeguard the confidentiality of the Disclosing party's Confidential Information with at least the same degree of care as the Receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Order; and
- (c) not disclose any such Confidential Information to any Person, except to the Receiving party's Representatives who need to know the Confidential Information to assist the Receiving party, or act on its behalf, to exercise its rights or perform its obligations under the Order.

The Receiving party shall be responsible for any breach of this Section 11 caused by any of its Representatives. At any time during or after the Term, at the Disclosing party's written request, the Receiving party and its Representatives shall, pursuant to Section 5.04(c), promptly return or destroy all Confidential Information and copies thereof that it has received under the Order.

12. Inspection and Audit Rights

12.01 Access to Supplier's Facilities, Books and Records. Supplier hereby grants to CesiumAstro, and its authorized Representatives, its customers, and regulatory authorities, access to Supplier's premises and all facilities (including Supplier's manufacturing operations used in production of the Goods) and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records and accounts, in any way related to Supplier's performance under the Order (including Suppliers' processes and procedures), Goods, bailed

property or any payment or other transaction occurring in connection with the Order, for the purpose of auditing Supplier's compliance with the terms of the Order, including Supplier's charges for Goods, or inspecting or conducting an inventory of finished Goods, work-in-process or raw-material inventory or bailed property. Supplier agrees to cooperate fully with CesiumAstro in connection with any such audit or inspection. Supplier shall maintain, during the Term and for a period of seven (7) years after the Term, complete and accurate books and records and any other financial information in accordance with GAAP. Supplier shall segregate its records and otherwise cooperate with CesiumAstro so as to facilitate any audit by CesiumAstro. Supplier shall reimburse CesiumAstro for all amounts associated with errors discovered during an audit. In addition, Supplier shall reimburse CesiumAstro for the amount of CesiumAstro's reasonable costs and expenses incurred in conducting the audit. If requested by CesiumAstro, Supplier shall use its best efforts to permit CesiumAstro and its Representatives to obtain from subcontractors or other suppliers to Supplier the information and permission to conduct the reviews specified with respect to Supplier in this Section 12.

13. Insurance

13.01 General Liability and Property Insurance.

During the Term, Supplier shall, at its own expense, maintain and carry in full force and effect (a) commercial general liability insurance (including product liability) in a sum no less than \$5,000,000 per occurrence and (b) all-risk property insurance covering all of Supplier's Property, including Equipment, for its full replacement value with financially sound and reputable insurers. Upon CesiumAstro's request, Supplier shall provide CesiumAstro with a certificate of insurance evidencing the insurance coverage specified in this Section. The certificate of insurance shall name CesiumAstro as an additional insured and loss payee. Supplier shall provide CesiumAstro with thirty (30) calendar days' advance written notice in the event of a cancellation or material change in such insurance policy. Supplier waives and Supplier shall cause its insurers to waive, any right of subrogation or other recovery against CesiumAstro, its Affiliates, and their insurers.

14. Miscellaneous

14.01 Further Assurances. Upon CesiumAstro's reasonable request, the Supplier shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to the Order.

14.02 Duty to Proceed. Supplier shall proceed diligently with the performance of the Order. Except as expressly authorized in writing by CesiumAstro, no failure of Supplier and CesiumAstro to reach any agreement regarding a dispute related to any Order shall excuse Supplier from proceeding.

14.03 Orders Under U.S. Government Contracts.

For Orders issued under contracts between CesiumAstro and the U.S. Government Department of Defense or National Aeronautics and Space Administration, or subcontracts at any tier under such U.S. Government contracts, the terms and conditions of any "Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts" and "Flowdown Updates" documents in effect on the date of the particular Order shall apply. These documents shall be provided to the Supplier when required under an applicable Purchase Order.

14.04 Relationship of the Parties. The relationship between Supplier and CesiumAstro is solely that of vendor and vendee and they are independent contracting parties. Nothing in the Order creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

14.05 Entire Agreement. This Agreement, including and together with any related exhibits, schedules and the applicable terms of any Purchase Orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.06 Survival. Subject to the limitations and other provisions of the Order: (a) the representations and warranties of the Supplier contained in the Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Order: Setoff, Warranties, Indemnification, Intellectual Property, Insurance, Compliance with Laws, Confidentiality, Governing Law, Choice of Forum, and Survival.

14.07 Notices. All notices, requests, consents, claims, demands, waivers and other communications under the

Order (each, a “**Notice**”) must be in writing and addressed to the other party at its address set forth in the applicable Purchase Order (or to such other address that the receiving party may designate from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of receipt), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

14.08 Interpretation. For purposes of the Order: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to the Order as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in the Order: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, the Order; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties drafted the Order without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of the Order to the same extent as if they were set forth verbatim herein.

14.09 Headings. The headings in the Order are for reference only and do not affect the interpretation of the Order.

14.10 Severability. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Order may be modified to effect the original intent of the parties as closely as possible in order that the transactions

contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.11 Amendment and Modification. No amendment to the Order is effective unless it is in writing and signed by an authorized Representative of each party.

14.12 Waiver. No waiver under the Order is effective unless it is in writing, identified as a waiver to the Order and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from the Order: (a) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under the Order; or (b) any act, omission or course of dealing between the parties.

14.13 Cumulative Remedies. Except as otherwise expressly provided herein, all rights and remedies provided in the Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

14.14 Equitable Remedies. The Receiving party acknowledges and agrees that (a) a breach or threatened breach by the Disclosing party of any of its obligations under Section 11 would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by the Receiving party of any such obligations, the Disclosing party shall, in addition to any and all other rights and remedies that may be available to the Disclosing party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. The Receiving party agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 14.14.

14.15 Assignment. Supplier may not assign, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of CesiumAstro,

which shall not be unreasonably withheld. CesiumAstro may assign any of its rights or delegate any of its obligations to any Affiliate of CesiumAstro without requiring the consent of the Supplier. Any purported assignment or delegation in violation of this Section is null and void. Supplier shall be solely and fully responsible for monitoring any permitted suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to CesiumAstro for, and shall be CesiumAstro's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any assignment, delegation, or subcontracting; (ii) CesiumAstro's approval of the subcontractors; or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein. A Change in Control of Supplier shall be deemed an assignment for all purposes hereunder.

"Change in Control" means and is deemed to have occurred if there is (i) a change in the beneficial ownership of Supplier, either directly or indirectly, of 25% or more; (ii) any change, of any amount, in the beneficial ownership of Supplier, either directly or indirectly, which involves a direct or indirect competitor of CesiumAstro; (iii) a sale, lease, exchange, transfer, or other disposition, directly or indirectly, of substantially all of either (a) the assets of Supplier or (b) the assets Supplier uses to perform its obligations under the Order; or (iv) the entry by Supplier or its Affiliate into any agreement contemplating any of the foregoing transactions.

14.16 Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

14.17 No Third-party Beneficiaries. Except as expressly set forth in the sentence immediately following, the Order benefits solely the parties to the Order and their respective permitted successors and permitted assigns and nothing in the Order, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Order. The parties hereby designate each Indemnified party as a third-party beneficiary of Section 8.01 (Indemnification), any CesiumAstro Affiliate and any end users of the Goods as third-party beneficiaries of Section 7.02 (Product Warranty), each CesiumAstro Affiliate as a third-party beneficiary of Section 4.05 (Setoff), having the right to enforce such Sections.

14.18 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to the Order, or the breach, termination or invalidity hereof (each, a **"Dispute"**), shall be submitted for negotiation and resolution to the Vice President of CesiumAstro (or to such other person of equivalent or superior position designated by CesiumAstro in a written Notice to Supplier) and the Vice President of Supplier (or to such other person of equivalent or superior position designated by Supplier in a written Notice to CesiumAstro), by delivery of written Notice (each, a **"Dispute Notice"**) from either of the parties to the other party. Such persons shall negotiate in good faith to resolve the Dispute. If the parties are unable to resolve any Dispute within fourteen (14) calendar days after delivery of the applicable Dispute Notice, either party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 14.20 and Section 14.21 hereunder.

14.19 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to the Order, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without regard to the conflict of laws provisions thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Order.

14.20 Choice of Forum. Each party agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to the Order, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than federal and state courts of the State of Texas sitting in Travis County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the federal and state courts of the State of Texas sitting in Travis County. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

14.21 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy that may arise under the Order, including any exhibits, schedules, attachments, and appendices attached to the Order, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by

jury in respect of any legal action arising out of or relating to the Order, including any exhibits, schedules, attachments, and appendices attached to the Order, or the transactions contemplated hereby. Each party certifies and acknowledges that (a) no Representative of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into the Order by, among other things, the mutual waivers and certifications in this Section.

14.22 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of the Order delivered by facsimile, e-mail or other means of electronic transmission (e.g., DocuSign) is deemed to have the same legal effect as delivery of an original signed copy of the Order.

14.23 Force Majeure. Any delay or failure of either party to perform its obligations under the Order will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemic, epidemic, government-mandated shutdowns, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). Supplier's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Supplier under this Section 14.23. Supplier shall give CesiumAstro prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event and the anticipated duration of such Force Majeure Event. Supplier shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under the Order. During any Force Majeure Event, CesiumAstro may, at its option (a) purchase Goods from other sources and reduce the quantities hereunder by such quantities without liability to Supplier, and require Supplier to reimburse CesiumAstro for any additional costs to CesiumAstro of obtaining the substitute products compared to the Prices for such Goods under the Order, (b) require Supplier to deliver to CesiumAstro all finished Goods, work in process or parts and materials produced or acquired for work under the Order, or (c) require Supplier to provide Goods from other sources in quantities and at a time requested by

CesiumAstro and at the Prices for the Goods hereunder. If requested by CesiumAstro, Supplier shall, within three (3) business days of such request, provide adequate assurances that a Force Majeure Event will not exceed thirty (30) calendar days. If the delay lasts more than such 30-day period, or if Supplier does not provide such adequate assurances, CesiumAstro may immediately terminate the Order without any liability to Supplier. The rights granted to Supplier with respect to excused delays under this Section 14.23 are intended to limit Supplier's rights under theories of force majeure, commercial impracticability, impracticability or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Section 2-615 or 2-616 of the UCC.

14.24 No Public Announcements or Trademark Use. Supplier shall not: (a) make any statement (whether oral or in writing) in any press release, external advertising, marketing or promotion materials regarding the subject matter of the Order, CesiumAstro or its business unless: (i) it has received the express written consent of CesiumAstro, or (ii) it is required to do so by Law; nor (b) use any of CesiumAstro's Trademarks.

14.25 Order of Precedence. In the event of any conflict or inconsistency between the statements in the body of these Terms, the Purchase Order, and any other document applicable to the Order, such conflict or inconsistency shall be resolved by giving precedence to the provision in the following order or priority:

- (a) an exception to the Terms expressly set forth as such in a Purchase Order, but only to the extent of such expressly stated exception;
- (b) any CesiumAstro-issued Specifications and work statements incorporated in an Order, including the drawing, design data and any CesiumAstro approved concession or production permit;
- (c) the Purchase Order;
- (d) Supplier Quality Notes (PL-QA-001) available at the time of PO issuance on CesiumAstro's Supplier Resources Webpage; and
- (e) the statements in the body of these Terms.

Notwithstanding the above sub-Sections, for Purchase Orders issued under contracts between CesiumAstro and the U.S. Government or subcontracts at any tier under U.S. Government contracts, the parties agree that in the event of any conflict or inconsistency between the provisions applicable to the Order and the provisions of

any “Flowdown Updates” and “Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts” or similar documents incorporated by reference pursuant to the Section of

these Terms entitled, “Orders Under U.S. Government Contracts” (collectively, the “***USG Provisions and Clauses***”), the USG Provisions and Clauses shall control.

SCHEDULE 1

DEFINITIONS

Capitalized terms have the meanings set forth in this Schedule or as defined in Sections of these Terms and Conditions.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“Background Intellectual Property Rights” means CesiumAstro’s Intellectual Property or Supplier’s Intellectual Property, as applicable, except for any Foreground Intellectual Property Rights.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York City, NY, USA are authorized or required by Law to be closed for business.

“CesiumAstro’s Intellectual Property” means all Intellectual Property Rights owned by or licensed to CesiumAstro, including all Foreground Intellectual Property Rights and any of CesiumAstro’s Background Intellectual Property Rights used in the design, production, and manufacturing of the Goods.

“Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership or voting securities, by contract, or otherwise.

“Defective” means not conforming to the Product Warranty under Section 7.02.

“Defective Goods” means products shipped by Supplier to CesiumAstro pursuant to the Order that are Defective.

“Delivery Date” means the delivery date for Goods ordered hereunder that is set forth in these Terms or in a Purchase Order.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Equipment” means, collectively, “equipment” (as that term is defined in UCC Section 9-102(a)(33)) that is used in the manufacture, production or assembly of Goods by Supplier, and all machinery, equipment, furnishings and fixtures (as such terms are defined in UCC Section 9-102) now owned or hereafter acquired by Supplier, of any kind, nature or description, as well as all (a) additions to, substitutions for, replacements of and accessions to any of the foregoing items, (b) attachments, components, parts (including spare parts) and accessories installed thereon or affixed thereto, and (c) Intellectual Property Rights in connection with the foregoing.

“Foreground Intellectual Property Rights” means any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Goods, that are either developed by CesiumAstro alone, by CesiumAstro and Supplier jointly or by Supplier alone as requested by CesiumAstro in connection with the Order.

“GAAP” means United States of America generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

“Intellectual Property Rights” means all intellectual property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; (f) semiconductor chips, mask works and the like; and (g) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

“Nonconforming Goods” means any products received by CesiumAstro from Supplier that: (a) do not conform to the make/model number/UPC/SKU listed in the applicable Purchase Order; (b) do not fully conform to the Specifications; (c) on visual inspection, CesiumAstro determines are otherwise Defective; or (d) exceed the quantity of Goods ordered by CesiumAstro pursuant to the Order or any Purchase Order. Where the context requires, Nonconforming Goods are deemed to be Goods for purposes of the Order.

“Patents” means all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor’s certificates, petty patents, and patent utility models).

“Permits” means permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained or required to be obtained, from any Governmental Authority.

“Person” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

“Personnel” of a party means any agents, employees, contractors or subcontractors engaged or appointed by such party.

“Goods” means the products identified on a Purchase Order, whether off-the-shelf or customized for CesiumAstro as described in the Specifications.

“Purchase Order” means CesiumAstro’s purchase order issued to Supplier hereunder, which may, among other things, specify items such as: (a) the Goods to be purchased, including make or model number, UPC, SKU or other identifier; (b) the quantity of each of the Goods ordered; (c) the Delivery Date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the Delivery Point; in each case, including all terms and conditions attached to, or incorporated into, such purchase order.

“Representatives” means a party’s Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

“Supplier’s Intellectual Property” means all Intellectual Property Rights owned by or licensed to Supplier, including any of Supplier’s Background Intellectual Property Rights used in the design, production, and manufacturing of the Goods.

“Supplier Quality Notes” are those contained at CesiumAstro’s Supplier Resources website at <https://www.cesiumastro.com/supplier-resources>.

“Specifications” means the specifications for the Goods as may be set forth on an applicable Purchase Order.

“Taxes” means any and all present and future sales, income, stamp and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

“Trademarks” means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, symbols, trade dress, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

“Trade Secrets” means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.

“UCC” means the Uniform Commercial Code, as adopted in the State of California.

“US” means the United States of America.