

PURCHASE ORDER TERMS AND CONDITIONS

EDITION 4 (JANUARY 2022)

DEFINITIONS

“**Commencement Date**” has the meaning set out in clause 1.2;

“**Confidential Information**” means the terms of the Contract and all information of a confidential nature disclosed in connection with this Contract which is either i) by its very nature confidential; ii) is marked as such; or iii) it is reasonable to assume to be confidential from the context;

“**Contract**” means the contract between Inmarsat and the Supplier for the supply of Goods and/or Services in accordance with these Terms and the accompanying Order;

“**Deliverables**” means any work product, material, document, equipment, or item developed by or on behalf of the Supplier as part of or in relation to the Services;

“**Delivery Date**” means the date identified in the Order (or otherwise notified to the Supplier) by which the Supplier must deliver the Goods or perform the Services to the satisfaction of Inmarsat;

“**Delivery Address**” means the location specified in the Order where the Goods are to be delivered and/or Services performed;

“**Force Majeure**” means: (a) fire, flood, earthquake, or act of God; (b) war, explosion, acts or threatened acts of terrorism, riot, civil disorder, rebellion or revolution; (c) actions of government that prevent a party from performing its obligations, or transport or communications services or energy supply within a country becoming generally unavailable for reasons outside a party’s control, but in each case only if and to the extent that the non-performing party is without fault in causing the breach or delay, and the breach of delay could not have been prevented without unreasonable expense by reasonable precautions and measures and cannot reasonably be circumvented by the non-performing party at its expense though the use of alternative sources, work around plans or other means. A strike or other employment dispute of either party’s personnel that affects only such party’s employees shall not be deemed a Force Majeure event for that party;

“**Goods**” means tangible items (or any part of such items) specified in the Order to be delivered by the Supplier (including any Software);

“**Inmarsat**” means the member of the Inmarsat group identified in the “Invoice To” section of the Order;

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all 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 which subsist or will subsist now or in the future;

“**Order**” means Inmarsat’s purchase order for the supply of Goods and/or Services appending these Terms:

“**Services**” means the services, including any Deliverable, to be supplied by the Supplier under the Contract;

“**Software**” means applications, web browsers, operating systems, utility software or any software required in order to use any purchased hardware, together with any technical information and documentation necessary for the use of such software;

“**Statement of Work**” means a statement of work appended to or incorporated by reference into an Order;

“**Supplier**” means the person supplying the Goods and/or Services as specified in the Order; and

“**Terms**” means these terms and conditions “

1. BASIS OF CONTRACT

- 1.1 The Order constitutes an offer by Inmarsat to purchase Goods and/or Services from the Supplier in accordance with these Terms.
- 1.2 The Order shall be deemed to be accepted on the earlier of (i) the Supplier issuing a written acceptance of the Order by signing and returning a copy of the Order; or (ii) any act by the Supplier which is consistent with fulfilling the Order, at which point the Contract shall come into existence (“**Commencement Date**”).
- 1.3 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate. The parties may agree to vary these Terms or agree additional terms and conditions in respect of any Contract by specifying such terms in an Order to Statement of Work, and any such varied or additional terms shall apply only to that Contract.

2. DELIVERY, TITLE AND RISK

- 2.1 The Supplier shall perform the Services by the Delivery Date unless specified elsewhere in the Order or Statement of Work].
- 2.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Address in good condition. At a minimum, packages must bear the relevant Inmarsat Order number and contact reference. Delivery shall be completed on completion of unloading of the Goods at the Delivery Address.
- 2.3 The Supplier shall deliver the Goods by the Delivery Date at the Delivery Address (or at such other location as Inmarsat may instruct before delivery) and during Inmarsat’s normal working hours. The parties may specify in an Order any INCOTERMS that should apply to delivery of Goods.
- 2.4 Title in Goods (excluding Software) passes to Inmarsat on the earlier of delivery or payment (including part payment). Risk in and to the Goods is borne by the Supplier and shall pass to Inmarsat in accordance with any INCOTERMS specified in the Order, and where no INCOTERMS are specified, upon delivery of such Goods to Inmarsat.
- 2.5 Title in Software shall pass to Inmarsat on:
 - (a) Delivery of the licence key to the Software;
 - (b) Inmarsat’s receipt of login details to a cloud server to access the stored Software; or
 - (c) Delivery of a CD with the Software stored on it.

- 2.6 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable specifications;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for the purpose held out by the Supplier or made known to the Supplier by Inmarsat expressly or by implication;
 - (c) be free from all defects in design, materials and workmanship and remain so for 12 months after the Delivery Date; and
 - (d) comply with all applicable statutory and regulatory requirements in relation to their manufacture, labelling, packaging, storage, handling and delivery.
- 3.2 The Supplier hereby indemnifies and shall keep Inmarsat (and its affiliates) indemnified against any claim made against Inmarsat (and/or its affiliates) by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 3.3 The Supplier warrants that all Software issued will be free from any viruses, worms, trojans, malware, adware and any other form of electronic re-possession.
- 3.4 Inmarsat agrees not to reverse engineer, decompile or otherwise attempt to discover the source code for the Software. Inmarsat may make a reasonable number of copies of the Software for archival, backup and/or disaster recovery purposes. Unless set forth in the Order, Inmarsat will not make additional copies for productive use.

4. SUPPLY OF SERVICES

- 4.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to Inmarsat in accordance with the terms of the Contract.
- 4.2 The Supplier shall meet the Delivery Date and any other performance dates for the Services specified in the Order or notified to the Supplier by Inmarsat.
- 4.3 In providing the Services, the Supplier shall:
- (a) co-operate with Inmarsat in all matters relating to the Services, and comply with Inmarsat's instructions;
 - (b) perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables conform with all applicable descriptions and specifications, and that the Deliverables shall be fit for any purpose that Inmarsat expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) observe all health and safety rules and regulations and any other security requirements that apply at any of Inmarsat's premises or third party premises; and
 - (g) obtain for the term of the Contract such insurances as are customary to ensure that it is able to discharge its obligations and liabilities, howsoever arising, under this Contract.

4.4 Inmarsat shall provide the Supplier with reasonable access at reasonable times to Inmarsat's premises and provide such information as the Supplier may reasonable request for the purpose of providing the Services.

5. INMARSAT'S REMEDIES

5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Inmarsat shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Inmarsat in obtaining substitute Goods and/or Services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Inmarsat which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, Inmarsat shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (f) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (g) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (h) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (i) to recover from the Supplier any expenditure incurred by Inmarsat in obtaining substitute goods from a third party; and
- (j) to claim damages for any additional costs, loss or expenses incurred by Inmarsat arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

5.3 These Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

5.4 Inmarsat's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

6. CHARGES AND PAYMENT

6.1 The charges for the Goods and/or Services shall be as set out in the Order and are exclusive of VAT (or applicable sales taxes) which shall be charged by the Supplier at the prevailing rate (if applicable).

6.2 The charges set out in the Order are inclusive of the costs of any packaging, insurance and carriage and no extra charges shall be owed unless otherwise agreed in writing with Inmarsat.

6.3 In respect of the Goods, the Supplier shall invoice Inmarsat on or at any time after completion of delivery. In respect of the Services, the Supplier shall invoice Inmarsat upon acceptance by Inmarsat of such Services. The Supplier shall ensure that each invoice includes such supporting information required by Inmarsat to verify the accuracy of the invoice, including the relevant Order number. All invoices shall be sent to accounts.payable@inmarsat.com and addressed to the Inmarsat group identified in the "Invoice To" section of the Order. Invoices not submitted in accordance with this clause 6.3 may be rejected or payment may be delayed.

- 6.4 Inmarsat shall pay any undisputed invoiced amounts within sixty (60) days from the receipt of the invoice to a bank account nominated in writing by the Supplier.
- 6.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment, the defaulting party shall pay interest on the overdue amount at the rate of 4 percent (4%) above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment whether before or after judgment. This clause shall not apply to payments that are disputed in good faith.
- 6.6 Inmarsat may at any time set off any liability of the Supplier to Inmarsat against any liability of Inmarsat to the Supplier.
- 6.7 The Supplier shall submit invoices within one year of the provision of the goods/services. Inmarsat shall have no liability to make payments in respect of invoices not so submitted.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Inmarsat shall own and retain all right, title and interest in and to any Intellectual Property Rights developed specifically for Inmarsat by or on behalf of the Supplier in connection with these Terms.
- 7.2 The Supplier hereby grants to Inmarsat (and its affiliates) a non-exclusive, perpetual, sub-licensable, irrevocable, worldwide, non-transferable, royalty-free licence in and to any Intellectual Property Rights incorporated in any Deliverables and/or Software which are not owned by Inmarsat pursuant to Clause 7.1.
- 7.3 The Supplier hereby indemnifies and shall keep Inmarsat (and its affiliates) indemnified against any claim made against Inmarsat (or its affiliates) for actual or alleged infringement of a third party's Intellectual Property Rights arising from the manufacture, supply, or use of the Goods and/or Services.

8. CONFIDENTIALITY

- 8.1 In this clause, the "Provider" means the party making a disclosure of Confidential Information to the other party (the "Recipient").
- 8.2 Except to the extent set out in this clause 8, or otherwise expressly permitted in this Contract, the Recipient shall:
- (a) keep the Provider's Confidential Information in strict confidence;
 - (b) use the Provider's Confidential Information solely for the performance of its obligations under this Contract;
 - (c) only disclose the Provider's Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Recipient's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract and
 - (d) not publish or otherwise disclose to any person the Provider's Confidential Information without the Provider's prior written consent.
- 8.3 Notwithstanding clause 8.2, the Recipient may disclose the Provider's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 8.4 The obligations under Clause 8.2 shall not apply to a Recipient in respect of any of the Provider's Confidential Information which: (a) comes into the public domain other than through a breach of this Contract by the Recipient, (b) can be shown by the Recipient to the Provider's reasonable satisfaction to have been known by the Recipient before disclosure by the Provider, or (c) subsequently comes lawfully into the possession of the Recipient from a third party without any obligation of confidentiality.

8.5 Each Party hereby indemnifies and shall keep indemnified the other party for any breach by the indemnifying party of this clause 8.

9. DATA PROTECTION

9.1 In this clause 9, "process", "data controller", "data processor", "data subject" and "personal data" shall have the meaning given in the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR").

9.2 Inmarsat shall be the data controller and the Supplier shall be the data processor in respect of personal data processed by the Supplier on Inmarsat's behalf in performing its obligations under this Contract.

9.3 Inmarsat shall be solely responsible for determining the purposes for which and the manner in which personal data are, or are to be, processed. In processing personal data, the Supplier shall:

- (a) act only on, and comply promptly with, all instructions and directions received from Inmarsat;
- (e) not process personal data for any purpose other than for the provision of Goods and/or Services to Inmarsat and only to the extent necessary for the performance of the Supplier's obligations;
- (f) implement all necessary or appropriate technical and organisational measures to protect the security and confidentiality of personal data processed by it and to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing;
- (g) ensure that only duly authorised Supplier personnel are permitted access to such personal data and who have a need to know such personal data for the purposes of supplying the Goods and/or Services under this Contract;
- (h) not disclose or transfer personal data to any employee, director, agent, contractor (including any subcontractor) affiliate or other third party except where strictly necessary for the provision of the Goods and/or Services or to comply with applicable laws and in such event the Supplier shall obtain Inmarsat's prior written consent to such transfer or disclosure;
- (i) not cause or permit personal data to be transferred outside the European Economic Area without Inmarsat's prior consent (to be determined by Inmarsat in its absolute discretion);
- (j) as soon as possible, and in any event within 2 (two) days of becoming aware, promptly notify Inmarsat in writing of any actual or suspected unauthorised access or processing of personal data;
- (k) notify Inmarsat promptly of any request made by a data subject to access personal data processed by the Supplier and assist Inmarsat in relation to such data subject access requests; and
- (l) comply with all relevant provisions of GDPR applicable to the Supplier in its role as data processor and not do or permit anything to be done which may cause or otherwise result in Inmarsat (or any Inmarsat affiliate) being in breach of GDPR.

9.4 Where the Supplier is acting as a data processor on behalf of Inmarsat then the parties shall identify in a Statement of Work the scope, nature, purpose, duration and the types of personal data being processed.

9.5 The Supplier hereby indemnifies and shall keep Inmarsat indemnified for any losses arising from a breach of this clause 9.

10. LIABILITY

10.1 Nothing in this Contract shall limit or exclude:

- (a) either party's liability for (i) death or personal injury caused by its (or its agents') negligence; (ii) fraud or fraudulent misrepresentation by it or its employees; or (ii) any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, (b) the Supplier's liability (i) under any indemnity set out in these Terms; or (ii) for wilful default.
- 10.2 Subject to clause 10.1, each party's total aggregate liability to the other party in respect of all other claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall in no event exceed one hundred and fifty percent (150%) of the price paid and/or payable for the Goods and/or Services by Inmarsat under this Contract.
- 10.3 Subject to clause 10.1, in no event shall either party be liable to the other party for any indirect or consequential loss.

11. TERMINATION

- 11.1 Without limiting its other rights and remedies, Inmarsat may terminate the Contract in whole or in part:
- (a) in respect of the supply of Services, by giving the Supplier a minimum of 1 (one) month's written notice; and
 - (b) in respect of the supply of Goods, in whole or in part, at any time before delivery with immediate effect.
- 11.2 Without prejudice to any other right or remedy it may have, Inmarsat may terminate the Contract with the Supplier, in whole or in part, by written notice with immediate effect if the Supplier:
- (a) is in material breach of an obligation under the Contract which is not capable of remedy;
 - (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving written notice requiring it to be remedied; and/or
 - (d) breaches clauses 8, 9 and/or 12.2.
- 11.3 Either party may terminate the Contract with immediate effect if the other party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other party, or if an administrator or administrative receiver is appointed over the other party's business or the other party suffers any similar or analogous action in consequence of debt in any jurisdiction.
- 11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Each party's further rights and obligations shall cease immediately on termination of the Contract except that the provisions of clauses 2.4, 2.5, 3.1, 3.2, 5 to 10 (inclusive), 11.4, 11.5, and 12 shall survive termination, as shall those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.
- 11.5 Upon termination or expiry of the Contract, (a) the Supplier shall (i) immediately deliver to Inmarsat all Deliverables whether or not then complete, and (ii) give all reasonable assistance to Inmarsat and any incoming supplier of the Services; and (b) each party shall, at the instruction of the other party, return to the other party or destroy any Confidential Information of the other party (other than that which it is required to keep under applicable law).

12. GENERAL

- 12.1 **Governmental Authorisation.** The Supplier shall be responsible for obtaining all governmental authorisations necessary, including, but not limited to, applicable export authorisations, for the performance of the Supplier's obligations hereunder. In the event that the Supplier fails to obtain any such authorisations as may be necessary to complete the work,

- Inmarsat may require that all such work be replaced with work that does comply or at any time terminate this Order/Contract in which event the Contractor shall refund all payments made by Inmarsat.
- 12.2 **Applicable law.** The Supplier shall perform its obligations under this Contract in compliance with all applicable laws including the Anti-Bribery Act 2010 and Modern Day Slavery Act 2015.
- 12.3 **Force Majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event of Force Majeure. If an event of Force Majeure prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 10 business days, Inmarsat may terminate the Contract immediately by giving written notice to the Supplier.
- 12.4 **Assignment.** The Supplier shall not assign, transfer, novate, sub-contract nor delegate, either in whole or in part, this Contract or any of its rights, duties, or obligations hereunder to any individual or entity without the prior written approval of Inmarsat, which shall be at Inmarsat's sole discretion. Inmarsat may at any time assign, transfer, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.
- 12.5 **Notices.** Any and all notices required or permitted to be given under any Contract will be in writing in the English language and will be sufficiently given when delivered (a) by hand, or (b) by registered mail, postage prepaid, return receipt requested, using the address set out in the relevant Order or such other address as may be notified by a Party to the other from time to time. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given three days after the date of posting.
- 12.6 **Order of Precedence.** In the event ambiguity or inconsistency the following order of precedence shall apply, where those items higher in the list shall take precedence over those items lower down: (i) the terms of any master or framework agreement agreed between the parties; (ii) any Statement of Work; (iii) an Order; then (iv) these Terms.
- 12.7 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.8 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.9 **Variation.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Inmarsat.
- 12.10 **Rights of Third Parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.11 **Business Integrity.** The Supplier shall comply with Inmarsat's Supplier Code of Conduct at all times, which can be found at <https://www.inmarsat.com/en/sustainability/how-we-do-business/supplier-code-of-conduct.html>, as amended or updated from time to time.
- 12.12 **Governing Law and Jurisdiction.** The construction, validity and performance of this Contract and all matters arising from or connected with it, are governed by, and construed in accordance with the law of England and Wales. Any dispute of any kind whatsoever arising under, out of, or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.