



EUTELSAT NETWORK SOLUTIONS-APPROVED EQUIPMENT SUPPLY AGREEMENT

This Eutelsat Network Solutions-Approved Equipment Supply Agreement (this “**Agreement**”) is entered into effective as of _____, _____ (the “**Effective Date**”) by:

_____, a company incorporated under the laws of _____, with the company registration number _____, and with its principal place of business at _____ (“**Purchaser**”), and

OneWeb Technologies Inc. dba Eutelsat Network Solutions (“**Eutelsat Network Solutions**”), a company incorporated under the laws of Texas, with its principal place of business at Ellington Field Reserve Base, 11140 Aerospace Avenue, Houston, Texas 77034. Eutelsat Network Solutions and Purchaser are referred to in this Agreement individually as the “**Party**” or collectively as the “**Parties**”.

WHEREAS, Purchaser requests Eutelsat Network Solutions to supply Equipment (as defined below) for Purchaser’s use and/or resale with its Customers (as defined below), and Eutelsat Network Solutions is willing to provide the Equipment to Purchaser, in each case subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Schedules.

The following Schedules are attached hereto and incorporated by this reference to this Agreement:

Schedule 1: Definitions;

Schedule 2: Equipment;

Schedule 3: OneWeb/Eutelsat-Approved Equipment Warranty;

Schedule 4: Description of Training, Installation and Support Services;

Schedule 5: Purchaser Forecast Template; and

Schedule 6: OneWeb/Eutelsat Supplier Special Terms.

With the exception of Schedule 1, the Schedules referenced herein will be provided separately and will vary depending on the category of equipment to be procured. During the Term (as defined below), Eutelsat Network Solutions may, at any time and in its sole discretion, change, update and/or modify any of the Schedules (each, an “**Updated Schedule**”) by providing Purchaser a copy of any such Updated Schedule in whole or in part with at least

thirty (30) days' notice, which such Updated Schedule shall immediately replace any current such Schedule upon expiration of the thirty (30) days. For the avoidance of doubt, such changes, updates and modifications may include the addition of new OneWeb/Eutelsat Suppliers and applicable terms associated with them in Updated Schedules. Notwithstanding the foregoing, and unless otherwise required by applicable Laws, such Updated Schedules shall not affect any existing Purchase Orders with Purchaser.

2. Definitions and Interpretation.

2.1 Unless otherwise specified herein, capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1.

2.2 References to Sections and Schedules are references to sections of, and schedules to, this Agreement unless otherwise stated. The titles and headings of the Sections of, and Schedules to, this Agreement are for reference only and shall not be deemed to modify the substantive provisions of this Agreement. The singular or plural number as used in this Agreement shall each be deemed to include the other wherever the context so admits. References to (i) persons include an individual, company, corporation, partnership or public body; and (ii) days means calendar days unless otherwise referred to as "business days". The words and phrases "other", "including" and "in particular" shall be construed without limitation and shall not limit the generality of any preceding words. References to any legislation shall include, from time to time, any (a) subordinate legislation made under it; (b) modifications made to it; and (c) legislation that subsequently supersedes or re-enacts it (whether with or without modification).

3. Ordering and Purchase of OneWeb/Eutelsat-Approved Equipment; Post-Sales Support Services; Training; and Related Responsibilities.

3.1 General Obligations. Subject to the terms and conditions of this Agreement, (i) Eutelsat Network Solutions or its designated Eutelsat Network Solutions Affiliate, agrees to provide the Equipment and any applicable services (both

subject to availability) to Purchaser in the quantities, and within the timeframes, as agreed in a Purchase Order; and (ii) Purchaser agrees to pay for the Equipment and any applicable services. Nothing contained in this Agreement shall be construed as limiting in any manner Eutelsat Network Solutions' development, marketing or distribution activities for the provision of the Equipment or similar products or services as provided in this Agreement. Reference to a Party or the Parties in this Agreement shall include such designated Eutelsat Network Solutions Affiliate as the context may admit and by entering into a Purchase Order, such Eutelsat Network Solutions Affiliate agrees to the terms and conditions of this Agreement and shall fulfill its obligations and exercise its rights in every way as if it were Eutelsat Network Solutions.

3.2 Purchase Orders. Purchaser may seek to place a Purchase Order by submitting to Eutelsat Network Solutions a proposed purchase order for review and acceptance by Eutelsat Network Solutions. Upon receipt of such proposed purchase order, Eutelsat Network Solutions shall review the same, and, if necessary, produce an amended, final executable version for Purchaser to re-submit which shall include details of the contracting Eutelsat Network Solutions Affiliate. Eutelsat Network Solutions will then confirm, within fourteen (14) days of receipt of the original or resubmitted purchase order its acceptance or rejection of the purchase order (any failure to accept within that timeframe shall be deemed as a rejection). Shipment of Equipment shall be made only against accepted Purchase Orders. Except as otherwise set forth in this Agreement, once a proposed purchase order submitted by the Purchaser has been accepted by Eutelsat Network Solutions, it may not be cancelled by Purchaser. In the event of any conflict between the terms and conditions of this Agreement and those of any Purchase Order, the terms and conditions of this Agreement shall control.

3.3 Lead Time. Eutelsat Network Solutions' lead time of availability for collection or onward shipment dispatch of the Equipment shall be communicated to Purchaser following each quarterly forecast submitted in accordance with Section 3.6 and may vary depending on the applicable OneWeb/Eutelsat Supplier. Lead times, availability

and shipment dates shall not be contractually binding except when confirmed in the Purchase Order. Upon request from the Purchaser for shorter lead times, Eutelsat Network Solutions will investigate ways to reduce the manufacturing and delivery timescales which may require payment of an additional expedited fee, to be mutually agreed to in advance prior to acceptance of such expedited lead time.

3.4 Delivery Terms.

3.4.1 Save as set out in a Purchase Order, the Equipment purchased will be made available for collection at the Facility. The Equipment will be packaged for shipment in accordance with the applicable OneWeb/Eutelsat Supplier's standard practices. All loading, transportation, shipping, and related insurance costs shall be paid by Purchaser either (i) to its chosen third-party carrier (as the default); or (ii) if expressly stated in the Purchase Order, to Eutelsat Network Solutions where Eutelsat Network Solutions arranges shipment from the Facility to the Delivery Location through its Managed Service Provider or otherwise ("**OneWeb/Eutelsat Onward Shipment**"). Except where alternative Incoterms are set out on the Purchase Order, the Equipment shall be provided in accordance with Incoterms FCA in the case of (i) or Incoterms DAP in the case of (ii).

3.4.2 In the case of a OneWeb/Eutelsat Onward Shipment:

3.4.2.1 Purchaser shall nominate the Delivery Location and may amend that Delivery Location, by giving a minimum of two (2) weeks prior notice before the earliest shipment date indicated in the Purchase Order. Any change to the Delivery Location may cause a delay to the delivery timeframe and may increase the delivery cost, which shall be communicated in accordance with Section 3.4.2.3.

3.4.2.2 Notwithstanding the foregoing Section 3.4.2.1, if the Equipment has already been dispatched from the Facility, then no amendment to the Delivery Location shall be permitted or accepted under any circumstances.

3.4.2.3 If at any time Eutelsat Network Solutions becomes aware of any potential delay to the delivery timeframe and/or change to the estimated delivery cost, Eutelsat Network

Solutions shall (i) notify Purchaser of such issue; and (ii) propose an alternative timeframe for delivery of some or all of the Equipment provided under such Purchase Order.

3.5 Title and Risk of Loss. Title to the Equipment shall pass to Purchaser upon receipt of payment for that Equipment by Eutelsat Network Solutions. Risk in the Equipment shall pass to Purchaser in accordance with the applicable Incoterms as set out in Section 3.4.1.

3.6 Forecasts. Within ninety (90) days of the Effective Date, the Parties shall mutually agree to an initial Forecast which shall be updated quarterly. Purchaser shall provide Eutelsat Network Solutions with a rolling fifteen (15) month non-binding Forecast using the form set out in Schedule 5 of this Agreement, in order to facilitate Eutelsat Network Solutions' preparation of suitable OneWeb/Eutelsat-Approved Equipment. Forecasts are for planning purposes only, and Purchaser shall not incur obligations to purchase any Equipment based on Forecasts prior to issuing a Purchase Order.

3.7 Installation and Support Services. Installation and support services required by Purchaser and/or provided to Purchaser by Eutelsat Network Solutions through itself, the OneWeb/Eutelsat Supplier and/or the Managed Service Provider are further described in Schedule 4 of this Agreement.

3.8 Training. Requirements and obligations in respect of training and/or those training services provided to Purchaser by Eutelsat Network Solutions through itself, the OneWeb/Eutelsat Supplier and/or the Managed Service Provider are as set out in Schedule 4.

4. Grant of Rights, Purchaser Conduct and Restrictions.

4.1 Resale Rights, and Restrictions. Purchaser agrees that the OneWeb/Eutelsat-Approved Equipment acquired under this Agreement, which includes the Software licensed herein, may only be (i) used by Purchaser solely with respect to (a) transmitting and/or receiving mobility or fixed data communications through the OneWeb/Eutelsat Network, (b) its internal business purposes and (c) obtaining and maintaining local certifications, homologations or licenses as required by this

Agreement; and/or (ii) resold and/or distributed to Customers solely for use on terms no less restrictive with respect to each Customer than the terms and conditions of this Agreement are with respect to Purchaser.

4.2 Purchaser and/or, Customer, as applicable, are wholly responsible for obtaining any necessary licenses to act as a service provider (“**Service Provider License**”) in any applicable jurisdiction(s). Purchaser and/or, Customer, as applicable, are wholly responsible for obtaining any necessary licenses to operate the Equipment and transmit to/from the Equipment (“**Operator License**”) in any applicable jurisdiction(s). Eutelsat Network Solutions and/or any OneWeb/Eutelsat Supplier shall not be held liable in any circumstance for Purchaser’s and/or Customer’s, as applicable, failure to obtain the Service Provider License and/or the Operator License.

4.3 Purchaser shall, at its own expense, use its commercial reasonable efforts to advertise, market and promote the Equipment to its Customers consistent with good business ethics.

4.4 Intellectual Property Rights. Eutelsat Network Solutions and/or its suppliers/licensors at all times retain all right, title and interest in and to all Intellectual Property contained in the Equipment and components thereof, including any Software. All rights not expressly granted in this Agreement are reserved. Without limiting the above, and except to the extent otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as a license to either Party’s Intellectual Property, expressly or by implication, estoppel, exhaustion or otherwise. If Purchaser acquires any Intellectual Property in or relating to any Equipment (or any components thereof) purchased under this Agreement (including any rights in any Marks of OneWeb/Eutelsat Supplier, OneWeb/Eutelsat Supplier marketing materials, derivative works or Patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and hereby irrevocably assigned to Eutelsat Network Solutions or its suppliers/licensors, as the case may be, without further action by either Party.

4.5 Software. Subject to the terms and conditions of this Agreement, Eutelsat Network

Solutions grants to Purchaser, and Purchaser accepts, a limited, non-exclusive, non-transferable license to use and to sublicense, as set forth in this Agreement, Software, solely to the extent embedded on the applicable unit of OneWeb/Eutelsat-Approved Equipment with which it is shipped, and solely in accordance with the applicable Documentation. Purchaser will have no right to receive any source code with respect to any Software.

4.6 Use Restrictions. Purchaser shall not, and shall not allow any third parties to, directly or indirectly:

- (i) copy, modify, translate, create derivative works or improvements of or based on the OneWeb/Eutelsat-Approved Equipment or components thereof, except as expressly authorized by Eutelsat Network Solutions in writing;
- (ii) remove, delete, alter, obscure, add to or fail to reproduce in and on any of the OneWeb/Eutelsat-Approved Equipment, any of the Marks of OneWeb/Eutelsat Supplier, any warranties, disclaimers, or warning labels, any copyright, trademark, Patent or other Intellectual Property or proprietary rights notices or other notices appearing in or on any hardware or service provided by the applicable OneWeb/Eutelsat Supplier or which may be required by the applicable OneWeb/Eutelsat Supplier at any time in accordance with this Agreement;
- (iii) disable, disassemble, reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code or object code or the underlying ideas, algorithms, structure or organization of the OneWeb/Eutelsat-Approved Equipment or components thereof except and only to the extent expressly permitted by Law notwithstanding this limitation;
- (iv) disseminate performance information or analysis (including benchmarks) from any source relating to the OneWeb/Eutelsat-Approved Equipment or components thereof;
- (v) reproduce or copy Software in whole or in part, except as expressly authorized by Eutelsat Network Solutions in writing; and/or

- (vi) access or use the Documentation or other OneWeb/Eutelsat Supplier materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property or other right of the applicable OneWeb/Eutelsat Supplier or any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other customer of the applicable OneWeb/Eutelsat Supplier), or that violates any applicable Law.

5. Purchase Prices and Invoicing Terms.

5.1 Purchase Prices. The price of the Equipment shall be set out in the Purchase Order. Additionally, and if applicable under the Purchase Order, the price of any delivery/shipping, installation, training, repair or support services shall be set out in a Purchase Order or otherwise confirmed in writing by Eutelsat Network Solutions. Each price listed in a Purchase Order for Equipment is inclusive of all charges for packaging and packing of the Equipment but does not include any other costs associated with delivery. The estimated price of delivery by Eutelsat Network Solutions (through its Managed Service Provider or otherwise) will be provided after Purchaser informs Eutelsat Network Solutions of the Delivery Location and Purchaser shall be responsible for the actual price should it require delivery by Eutelsat Network Solutions. The actual price may only vary from the estimated price by a percentage equivalent to the percentage change in Eutelsat Network Solutions' third party cost of delivery. Alternatively, Purchaser may arrange collection, shipment and delivery independently.

5.2 Taxes. Taxes are not included in any of the prices in this Agreement or any sum chargeable in respect of this Agreement, including the price of any Equipment and/or any prices in a Purchase Order. Unless agreed otherwise in writing between the Parties, Purchaser shall be solely responsible for the full payment of such Taxes in accordance with this Agreement and an applicable Purchase Order and shall be the importer of record for the purposes of any import that takes place during shipment from the Facility to the final delivery address. Notwithstanding the foregoing,

Purchaser shall not be responsible for any Taxes, which by applicable Law are a legal responsibility of Eutelsat Network Solutions, imposed on the net income of Eutelsat Network Solutions by any country or jurisdiction imposing tax on income from all sources by reason of Eutelsat Network Solutions being incorporated in, or otherwise being considered a resident of, such country or jurisdiction; provided that nothing in this sentence shall relieve Purchaser of any responsibility in any jurisdiction for Taxes which are by applicable Law the legal obligation of Purchaser. All Taxes shall be borne by Purchaser and shall not be considered a part of, a deduction from, or an offset against such prices except as required by applicable Law, in which case the sum payable by Purchaser from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Eutelsat Network Solutions receives and retains (free from any liability) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5.3 Invoicing Terms. Under an applicable Purchase Order, Eutelsat Network Solutions or its designated Eutelsat Network Solutions Affiliate shall issue an invoice to Purchaser for the Equipment once made available for collection at the Facility (or, if earlier in the case of a OneWeb/Eutelsat Onward Shipment, once dispatched from the Facility) and may issue a further invoice for any additional delivery charges as applicable. All such invoices will be stated in U.S. dollars and will contain enough detail to permit Purchaser to verify its accuracy. Purchaser shall pay such invoices net thirty (30) days after the invoice date without deduction or set-off.

5.4 Eutelsat Network Solutions or its designated Eutelsat Network Solutions Affiliate shall issue invoices, and Purchaser will make any required payments, for anything other than the Equipment on the same terms as stated in Section 5, unless otherwise set forth in this Agreement.

5.5 Late Payments. Any amounts, other than those disputed in good faith, remaining unpaid from Purchaser to Eutelsat Network Solutions after the required due date shall be subjected to an additional late fee equivalent to ten percent (10%) per annum of the overdue balance. All payments made by

Purchaser are non-refundable and shall be applied in the following priority: (i) late fees; (ii) overdue amounts; and (iii) remaining balance. Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Eutelsat Network Solutions in collecting any past due balances under this Agreement. Eutelsat Network Solutions shall be entitled to suspend deliveries of the Equipment to Purchaser until all outstanding amounts have been received by Eutelsat Network Solutions.

5.6 Payment Disputes. In the event that Purchaser, in good faith, disputes any portion of an invoice or any other amount due hereunder, then Purchaser shall provide notice to Eutelsat Network Solutions of such dispute and the reasons for it within ninety (90) days of receipt of the applicable invoice. If the disputed amount (or part thereof) was invoiced in error, then Eutelsat Network Solutions will provide Purchaser with a credit for the amount invoiced incorrectly in the second invoicing cycle which follows final resolution of the dispute.

6. Import and Warranties.

6.1 Import of Equipment. Any import permits or import licenses as may be required under applicable Law for Purchaser to import the Equipment, including shipments in respect of any warranty or repair services, into any country or region, including the United States of America, shall not be the responsibility of Eutelsat Network Solutions or Eutelsat Network Solutions Affiliates but shall solely be the responsibility of Purchaser. Eutelsat Network Solutions shall provide Purchaser, or its designee, with all necessary information (subject to any confidentiality restrictions) and assistance as reasonably requested by Purchaser from time to time for the purpose of Purchaser securing any such import permits and import licenses which may be required under applicable Laws. Eutelsat Network Solutions shall provide the Purchaser with the export/import classification details for the applicable Equipment.

6.2 OneWeb/Eutelsat Supplier Warranty Terms. The terms of the applicable OneWeb/Eutelsat Supplier's warranty for the OneWeb/Eutelsat Supplier Equipment are set out in Schedule 3 of this Agreement. To the extent that Purchaser is a third party beneficiary

of the applicable OneWeb/Eutelsat Supplier Equipment's warranty:

- (1) Eutelsat Network Solutions will not be liable to Purchaser where the applicable OneWeb/Eutelsat Supplier fails to abide by the terms of the applicable OneWeb/Eutelsat Supplier Equipment's warranty; and
- (2) Eutelsat Network Solutions shall have no liability to Purchaser for any claim(s) it may have under the OneWeb/Eutelsat Supplier Equipment's warranty.

In all other cases, Eutelsat Network Solutions shall be liable to Purchaser for any claim(s) it may have under the OneWeb/Eutelsat Supplier Equipment's warranty.

6.3 Limited Third Party Parts Warranties. Where certain Equipment parts (whether spare parts, Installation Equipment or ancillary parts such as cables) are not OneWeb/Eutelsat Supplier Equipment but have been sourced by Eutelsat Network Solutions from third party providers ("**Third Party Parts**"), Eutelsat Network Solutions will assist the Purchaser in support of Third Party Parts and will facilitate return merchandise authorizations ("**RMA**s") where required. Purchaser must contact Eutelsat Network Solutions' technical support in order to verify the warranty status of any Third Party Parts before any work is performed on any Equipment.

Additionally, Purchaser agrees to the following with respect to Third Party Parts:

- (i) Third Party Parts are excluded from the Equipment's warranty set out in Schedule 3;
- (ii) Except as referenced above, Third Party Parts will be covered by only those terms and conditions of warranties offered by the applicable third party providers;
- (iii) The applicable OneWeb/Eutelsat Supplier, Eutelsat Network Solutions and/or the Managed Service Provider shall have no liability to Purchaser whatsoever for any Third Party Parts; and
- (iv) Where necessary, Purchaser will

communicate directly with the applicable third party providers of the OneWeb/Eutelsat Supplier to finalize any RMA.

6.4 Disclaimer of Warranties. Neither Eutelsat Network Solutions nor its suppliers/licensors warrant that use of the Equipment (or components thereof, including the Software) or any services provided under this Agreement will be uninterrupted or error free or as to the results that may be obtained from use of the Equipment or services, including data transfer rates or oversubscription levels that may be achieved. Except as expressly stated herein, Eutelsat Network Solutions and its suppliers/licensors disclaim all other warranties, express or implied, including warranties of title, merchantability, fitness for a particular purpose, quiet enjoyment, non-infringement, accuracy, integration, and all warranties arising out of usage of trade, course of dealing or course of performance and all Equipment (or components thereof, including the Software) or any services provided under this Agreement are provided on an “as is” basis.

7. Indemnification.

7.1 Purchaser Indemnity. Purchaser shall indemnify, hold harmless, and, at Eutelsat Network Solutions’ option, defend Eutelsat Network Solutions, the Eutelsat Network Solutions Affiliates and each of their respective officers, directors, employees and agents against all costs, claims, damages or expenses incurred (and reasonable attorneys’ fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party involving:

- (i) use of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software), other than as permitted under this Agreement by Purchaser or a Customer authorized under Section 4.1 of this Agreement;
- (ii) libel, slander, defamation, invasion of privacy, infringement of copyright or trademark, breach of any applicable acceptable use policy, or any other claim based on the content of any transmission arising from any communication using the

OneWeb/Eutelsat-Approved Equipment;

- (iii) Intellectual Property infringement arising from (a) combining or using the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) in connection with facilities, services or equipment furnished by others; and/or (b) modification of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) by any party other than Eutelsat Network Solutions or its suppliers/licensors or as authorized by Eutelsat Network Solutions in writing;
- (iv) breach of this Agreement by Purchaser;
- (v) failure to obtain, maintain, comply with and renew all required certifications, licenses and homologations (now existing or hereafter enacted or created) as required by this Agreement; and/or
- (vi) the acts or omissions of Purchaser in connection with this Agreement.

7.2 Eutelsat Network Solutions Indemnity. Eutelsat Network Solutions will defend, indemnify and hold Purchaser harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys’ fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party of infringement or misappropriation of a valid Patent issued prior to the Effective Date, or any valid copyright, of a third party by the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software). If any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) becomes or, in Eutelsat Network Solutions’ opinion, is likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Eutelsat Network Solutions, or its designee, may, at its option, (i) procure for Purchaser the right to continue using the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software), or (ii) replace or modify the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) so that it becomes non-infringing without substantially compromising its functionality, or, if

the foregoing (i) and (ii) are not reasonably available to Eutelsat Network Solutions, then it may terminate this Agreement and the right to continue using the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software), require the return of all allegedly infringing OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) and refund to Purchaser a portion of the amounts paid by Purchaser in respect of such OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) depreciated on a straight-line basis over two (2) years from the date of original shipment to Purchaser.

7.3 Exclusions to Eutelsat Network Solutions Indemnity. The obligations of Eutelsat Network Solutions, as set out in Section 7.2, shall not apply with respect to:

- (i) any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) which are modified by any party other than Eutelsat Network Solutions or its suppliers/licensors or as authorized by Eutelsat Network Solutions in writing;
- (ii) any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) combined or bundled with any non-Eutelsat Network Solutions / non-OneWeb/Eutelsat Supplier products, processes, software, hardware or materials where the alleged infringement relates to such combination;
- (iii) Purchaser continuing the allegedly infringing activity after Eutelsat Network Solutions has provided Purchaser with modifications that would have avoided the alleged infringement;
- (iv) where Purchaser's or a Purchaser's use of any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) is incident to an infringement not resulting primarily from any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software);
- (v) infringement or misappropriation of any interest in which Purchaser has an interest, and/or use of any of the OneWeb/Eutelsat-Approved Equipment (or components

thereof, including the Software) other than in accordance with its Documentation and/or this Agreement; and/or

- (vi) use of any of the OneWeb/Eutelsat-Approved Equipment (or components thereof, including the Software) other than in accordance with its Documentation and/or this Agreement.

7.4 Indemnification Procedure. The indemnification obligations of the indemnifying party are contingent upon the indemnified party providing the indemnifying party with (i) prompt written notice of any such claim, action or demand; (ii) except as indicated in this Agreement, sole control of the defense or settlement thereof, provided that the indemnified party may participate in any suit for which indemnity is sought with counsel of its own choice; and (iii) reasonable assistance in such defense or settlement thereof, for which the indemnifying party shall pay reasonable out-of-pocket costs and expenses.

8. Limitation of Liability.

Notwithstanding anything contained in this Agreement to the contrary, and except for liability arising from (i) obligations arising under Section 7 (Indemnification); (ii) a breach of Sections 4 (Grant of Rights; Purchaser Conduct and Restrictions) and 13 (Confidentiality); (iii) obligations arising under and/or breach of Section 10 (Compliance with Laws) and/or (iv) bodily injury or death arising from negligence of a Party, neither Party nor its Affiliates nor its suppliers/licensors shall be responsible or liable with respect to any subject matter of this Agreement under any contract, tort, strict liability or other theory for: (a) any indirect, exemplary, incidental, special, punitive, reliance or consequential damages; (b) any loss of revenue, profit, business, goodwill or anticipated savings, and/or error, interruption and/or loss of use, loss or corruption of data, cost of procurement of substitute services or technology (in each case whether direct or indirect losses/damages); and/or (c) any amounts that, together with amounts associated with all other claims, exceed amounts paid or payable by Purchaser to Eutelsat Network Solutions under this Agreement; in each case even if such Party has been advised of the possibility of such loss or damage.

9. Term and Termination.

9.1 Term. Unless terminated earlier as provided in Sections 9.2 and/or 9.3 of this Agreement, this Agreement shall have a term of two (2) years from the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each (each a “**Renewal Term**”; together with the Initial Term shall be referred to as the “**Term**”) until one Party provides written notice to the other Party of its intent not to renew at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term. Notwithstanding expiry or termination of this Agreement under this Section 9.1, any Purchase Orders entered into prior to such expiry or termination shall survive as if this Agreement were still in full force and effect, until both Parties’ obligations under such Purchase Orders have been fulfilled.

9.2 Termination for Breach. Either Party may, upon written notice to the other Party, terminate this Agreement (in whole or in part) in the event of a material breach of any of the terms and conditions of this Agreement by the other Party; provided that in the case of a material breach which is capable of cure, the non-breaching Party has given written notice of such breach to the other Party and such breach remains uncured for more than (i) ten (10) days (in the case of a payment related breach), or (ii) thirty (30) days (in the case of any other material breach).

9.3 Termination for Insolvency Rights. This Agreement may be terminated immediately (in whole or in part) by either Party upon written notice to the other Party in the event such other Party (i) ceases doing business in the ordinary course; (ii) files a petition in bankruptcy or is adjudicated bankrupt or insolvent; (iii) files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable Law; (iv) makes any general assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts generally as they become due.

9.4 Survival of Terms. The following provisions shall survive any expiration or termination of this Agreement: (i) Section 4, Sections 6.1-6.4, Section 7, Section 8, this Section 9.4, Section 10 and Sections 12-14; and (ii) any other provisions of this Agreement which, by their

nature, were intended by the Parties to survive any expiration or termination of this Agreement.

10. Compliance with Laws.

10.1 General. Each Party represents, warrants and covenants to comply with all Laws (including Anti-Corruption Laws, Sanctions and Export Laws) in connection with its performance under this Agreement, including (i) obtaining and/or maintaining all regulatory and legal licenses, homologations and certifications, governmental or otherwise necessary for such Party’s performance under this Agreement; (ii) furnishing to the other Party all documentation legally required in connection with the exportation or importation of the OneWeb/Eutelsat-Approved Equipment; and/or (iii) complying with any conditions or restrictions on the provision of the OneWeb/Eutelsat-Approved Equipment.

10.2 Compliance with Export Controls. Each Party shall comply, and Purchaser shall ensure that its Customers shall comply, fully with all Export Laws to ensure that the OneWeb/Eutelsat-Approved Equipment, and any direct product thereof or technical data related thereto, are not: (i) exported or re-exported directly or indirectly in violation of Export Laws; and/or (ii) used for any purposes prohibited by Export Laws, including nuclear, chemical, or biological weapons proliferation.

10.3 End User Certificate. Where any OneWeb/Eutelsat-Approved Equipment is being shipped to, or billed by Purchaser to, countries on the U.S. Department of Commerce Country Group D list as set forth at <https://www.bis.doc.gov/index.php/documents/regulations-docs/2255-supplement-no-1-to-part-740-country-groups-1> (or as may be otherwise made generally known by the U.S. Department of Commerce from time to time), Purchaser shall complete, or shall require its Customer to complete, an End User Certificate as made available by Eutelsat Network Solutions from time to time, and provide such completed End User Certificate prior to delivery of the OneWeb/Eutelsat-Approved Equipment to Customer. Purchaser shall ensure that all required documents are in compliance with applicable regulations and recordkeeping

requirements.

10.4 Sanctions. Purchaser represents, warrants and covenants to not sell, deliver, transfer, export, re-export or allow the use of any of the OneWeb/Eutelsat-Approved Equipment, technical data or other information, directly or indirectly, to or by any individual or entity that is: (i) designated or identified on any list of persons that are the subject or target of Sanctions, including the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the Effective Date, Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Donetsk and Luhansk regions of Ukraine; (iii) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (i) or (ii); or (iv) otherwise the subject or target of Sanctions.

10.5 Corrupt Practices. Pursuant to the Anti-Corruption Laws, neither Party shall corruptly make an offer, payment, promise to pay, or authorize the payment of any money, or offer, give, promise to give or authorize the giving of anything of value to any government official or political party for the purpose of obtaining or keeping any business, license or authorization hereunder; or to the other Party's or any OneWeb/Eutelsat Supplier's or Customer's employees, agents or representatives for the purpose of securing favorable treatment or in order to obtain or retain business. Further, each Party represents and warrants that it has not done any of the above corrupt acts, and that neither it nor any of its employees, agents, or representatives is or has been the subject of any investigation or inquiry with respect to potential violations of applicable Anti-Corruption Law. Each Party shall provide training to its employees regarding all applicable Laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act while performing under this Agreement.

11. Force Majeure.

Eutelsat Network Solutions and/or its suppliers/licensors shall not be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond Eutelsat Network Solutions' reasonable control ("**Force Majeure**"), including the following events and related events arising out of any of them: acts of God, fire, flood, extreme weather, war, government action, terrorism in any form, delays in customs, accident, epidemic or pandemic, labor trouble, shortages, or inability to obtain materials, equipment or transportation from suppliers or subcontractors; provided, however, that Eutelsat Network Solutions provides Purchaser a written notice as soon as possible of the existence of such circumstance.

12. Governing Law and Jurisdiction.

This Agreement, any Purchase Orders, and any and all contractual and non-contractual matters arising out of or relating to them, will be governed by, construed and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, USA without regard to any conflict of law provisions. The Parties agree that provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby expressly and entirely excluded. The Parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts sitting in the Commonwealth of Virginia for all litigation arising out of or relating to this Agreement and/or any Purchase Orders. The Parties agree that service of any process will be deemed sufficient upon actual delivery of such process at the address provided herein.

13. Confidentiality.

13.1 The Parties acknowledge that any Confidential Information that has been disclosed to it by the other Party has been disclosed solely for the performance of its duties hereunder and both Parties agree that all Confidential Information provided by the other Party is the exclusive property of the disclosing Party. Neither Party, nor its Affiliates, employees, agents, or persons otherwise associated with either Party hereto, shall directly or indirectly, without the express prior written consent of the disclosing Party, use, furnish, give away, reveal, divulge, make known, sell or transfer in any way Confidential Information of

the disclosing Party, other than for the performance of its duties hereunder (including the terms of this Agreement and any Purchase Order). Each Party will treat all Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Each Party will only disclose Confidential Information of the other Party to those of its employees, advisors, consultants, subcontractors, representatives, shareholders, agents and Affiliates who have a need to know in connection with this Agreement and have previously agreed to obligations consistent with the terms of this Agreement, and each Party shall be responsible for any unauthorized use or disclosure of Confidential Information made by any of such recipients. Any Confidential Information disclosed by a Party to the other Party prior to the Effective Date shall be treated in accordance with Section 13, and any previous non-disclosure agreement between the Parties relating to the potential purchase of Equipment shall be superseded by the terms and conditions of this Agreement pursuant to Section 14.2.

13.2 Each Party agrees that if it is served with any form of legal process that would require disclosure of any Confidential Information, it shall, if permitted by Law, before taking any action, immediately notify the other Party which shall have the right to seek to quash or limit the scope of such process and shall reasonably cooperate with the other Party in obtaining any protective order. If no protective order is obtained, then the Party obliged to disclose the Confidential Information shall only disclose such limited Confidential Information as required in the opinion of its counsel. The Parties agree to desist from taking any other action which is inconsistent with that of the other Party.

13.3 For the purposes of this Agreement, information shall not be considered to be Confidential Information if (i) the information is in or passed into the public domain other than by breach of this Agreement; (ii) the receiving Party can demonstrate with documentary evidence that the information was either (a) in its rightful possession free of any obligation of confidentiality prior to its first receipt from the disclosing Party or (b) independently developed without reliance on Confidential Information of

the disclosing Party; or

(iii) the information is disclosed to a receiving Party without restriction by a third party having the full right to disclose.

13.4 Upon expiration or termination of this Agreement or at any other time upon request by the discloser, the receiving Party shall promptly destroy or return to the disclosing Party, at the disclosing Party's sole discretion, all tangible copies of Confidential Information, as well as (other than the Equipment) all hardware, software, accessories and other materials provided to the recipient by the discloser under this Agreement; provided, however, any Confidential Information kept as archived copies (in digital form) pursuant to recipient's standard retention policies and practices may be retained by recipient for so long as such records are maintained in the normal course of business and provided that such copies remain subject to the provisions of this Section.

13.5 Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of Section 13 by the other Party. Accordingly, each Party shall be entitled to seek the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of hereof without the need to prove damages or post bond.

14. General.

14.1 All notices permitted or required by this Agreement shall be deemed duly given when (i) in writing, (ii) communicated by an authorized representative or automated platform (via email) of the notifying Party; (iii) personally delivered to an officer of the Party being notified or when sent by an overnight delivery or courier service, by certified or registered mail (postage prepaid), or by email transmission; and (iv) to the address/contact information set forth in the introductory paragraph to this Agreement or below, in an Purchase Order, or to such other address as the Party to whom notice is to be given may have previously furnished to the other Party in accordance with this Section 14. Notice so mailed will be deemed effective on the third business day following the date of deposit into the mail or on the date of personal delivery or the day after overnight delivery or courier service or facsimile or

email transmission. The Parties may fill in the following addresses for notices, which in the case of mailing addresses shall apply (where different) instead of the mailing address information in the introductory paragraph to this Agreement:

Eutelsat Network Solutions:

Mailing address: as per the introductory paragraph to this Agreement for the attention of:

Email address: joe.uglialoro@eacowt.com

Purchaser:

Mailing address: as per the introductory paragraph to this Agreement for the attention of:

Email address:

14.2 This Agreement, all Purchase Orders, and all Schedules attached hereto, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all other agreements, understandings and contracts, whether oral or written with respect thereto; provided that (for the avoidance of doubt) the foregoing shall not supersede any Purchaser/master services agreement for the use and/or sale of Eutelsat Network Solutions services. Except as provided for in this Agreement, no modification, change, amendment or waiver of any term to this Agreement or any Purchase Order shall be of any force or effect unless in writing and signed by authorized representatives of both Parties. The waiver or failure of either Party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder under such provision or any other provisions. Except as expressly provided for herein, this Agreement (or any portion thereof) may not be assigned, novated or delegated by either Party without the express written consent of the other Party, which shall not be unreasonably withheld and deemed to have been given by a Party if otherwise permitted through a written notice under any other agreement between the Parties. Any assignment or delegation in violation of the foregoing shall be void. Notwithstanding the foregoing, Eutelsat Network Solutions reserves the right to freely assign or novate this

Agreement (or any portion thereof) to a Eutelsat Network Solutions Affiliate and in the case of a novation Purchaser shall enter into a novation agreement on reasonable terms provided by Eutelsat Network Solutions to give effect to such novation. If any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions shall remain in full force and effect. All remedies provided in accordance with this Agreement are cumulative and are in addition to any and all legal rights of the Parties except as are expressly limited by the terms of this Agreement. Nothing in this Agreement shall be deemed to prohibit or restrict either Party from (i) seeking injunctive relief or (ii) seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of Sections 4 or 13 of this Agreement. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party. This Agreement may be executed electronically and in counterparts, which taken together constitute one single contract between the Parties.

14.3 Except as otherwise provided for herein, no Party will issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto. Notwithstanding the foregoing, nothing herein will prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that such disclosure is upon advice of counsel required by Law, in which case the Party making such determination will, if practicable in the circumstances, use reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of its issuance.

**SIGNATURE PAGE TO
EUTELSAT NETWORK SOLUTIONS-APPROVED
EQUIPMENT SUPPLY AGREEMENT**

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Agreement on the date indicated below as of the Effective Date.

OneWeb Technologies Inc.

By:

Name:

Title:

Date:

Purchaser:

By:

Name:

Title:

Date:

SCHEDULE 1

Definitions

“Affiliate” means in relation to a Party and/or OneWeb/Eutelsat Supplier, a person controlled by, controlling or under common control with such Party and/or OneWeb/Eutelsat Supplier, and the phrase “Eutelsat Network Solutions Affiliate” shall be construed accordingly.

“Anti-Corruption Laws” means all laws, rules and regulations relating to the prevention of corruption, bribery, improper business practices or improper payments, gratuities or inducements, including any laws, rules or regulations implementing the OECD Convention of Combating Bribery of Foreign Public Officials in International Business Transactions as well as the U.K. Bribery Act 2010 and, if Purchaser is located in the U.S. or WorldVu Development, LLC is the Eutelsat Network Solutions entity executing this Agreement, the U.S. Foreign Corrupt Practices Act of 1977.

“Confidential Information” means any confidential or proprietary information of either Party that is clearly identified as confidential and/or proprietary by the disclosing Party or would otherwise be reasonably recognized from the surrounding facts and circumstances to be proprietary or confidential to the disclosing Party, including any Intellectual Property disclosed by the disclosing Party, and the terms and conditions and existence of this Agreement.

“Customer(s)” means Purchaser’s end user customer(s) / sub-distributor(s).

“Delivery Location” means the location(s) (if any) for delivery by Eutelsat Network Solutions or its Managed Service Provider, designated by Purchaser in the Purchase Order or provided by Purchaser to Eutelsat Network Solutions separately in writing.

“Documentation” means user guides, instructions and manuals provided by Eutelsat Network Solutions and/or the applicable OneWeb/Eutelsat Supplier for the OneWeb/Eutelsat-Approved Equipment in hard copy or electronic form.

“Equipment” means OneWeb/Eutelsat-Approved Equipment and/or other Installation Equipment which Eutelsat Network Solutions makes available for purchase under this Agreement from time to time.

“Export Laws” means all relevant export laws, rules and regulations of the United States of America and all other countries having competent jurisdiction.

“Facility” means the Factory, or storage site, warehouse or global distribution center (as the case may be) of Eutelsat Network Solutions, the applicable OneWeb/Eutelsat Supplier or the Managed Service Provider, where the Equipment is made available for collection by or on behalf of Purchaser.

“Factory” means that certain factory utilized by the applicable OneWeb/Eutelsat Supplier from which the OneWeb/Eutelsat-Approved Equipment is manufactured.

“Forecast” means a forecast of the anticipated purchase schedule for the OneWeb/Eutelsat-Approved Equipment by Purchaser under this Agreement.

“Installation Equipment” means the Equipment required to install or connect the OneWeb/Eutelsat-Approved Equipment in any individual case, which may include mounting, cabling grounding or earthing materials, and associated tools.

“Intellectual Property” means all intellectual property throughout the world, whether existing under statute or common law or equity, in force or recognized now or in the future, including: (a) copyrights, trade secrets, Marks, domain names, Patents, inventions, designs, logos and trade dress, moral rights, mask works, rights in computer information, rights of personality, publicity, and privacy, and any other intellectual property and proprietary rights; (b) any application or right to apply for any of the rights referred to in (a); and (c) all renewals, extensions, future equivalents, and restorations of any of the rights referred to in (a) or (b), in force or effect now or in the future.

“Laws” means all applicable national, supra-national, federal, state or local laws, rules, regulations, executive orders, and/or restrictions, foreign or domestic, including where applicable, those of the U.S. Federal Communications Commission, the U.S. and the E.U. regarding export control, with respect to Intellectual Property rights and concerning defamation, obscenity, privacy, and data protection.

“Managed Service Provider” means a managed service provider authorized by Eutelsat Network Solutions to manage (inter alia) any of the following activities in connection with the Equipment: shipping, logistics, repairs, installations, product inventory and training of Purchaser.

“Marks” means trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia, and other source or business identifiers.

“OneWeb/Eutelsat-Approved Equipment” means the OneWeb/Eutelsat-Approved Type Certified antenna terminals to be provided by Eutelsat Network Solutions through the applicable OneWeb/Eutelsat Supplier in accordance with this Agreement.

“OneWeb/Eutelsat Network” means Eutelsat Network Solutions’ data transmission service, which is owned and operated by OneWeb/Eutelsat, excluding the Equipment.

“OneWeb/Eutelsat Onward Shipment” has the meaning given to it in Section 3.4.1.

“OneWeb/Eutelsat Supplier” means a supplier of OneWeb/Eutelsat-Approved Equipment to Eutelsat Network Solutions.

“Patent” means (a) any and all patents, utility models, patent registrations, and equivalent rights (including originals, divisionals, provisionals, re-exams, continuations, continuations-in-part, extensions or reissues); (b) applications for any of the rights, registrations, or documents listed in (a) in all countries of the world; and (c) any other procedure or formality with respect to any of the rights, registrations, or documents listed in (a) or (b) that can result in an enforceable patent right anywhere in the world.

“Purchase Order” means a written order form from Purchaser to Eutelsat Network Solutions which (i) requests the purchase of Equipment and/or any of the services referred to in the Schedules to this Agreement; and (ii) has been accepted by Eutelsat Network Solutions in accordance with Section 3.

“Sanctions” means any laws, rules, regulations or executive orders relating to economic, financial, or trade sanctions implemented or enforced by: (a) the U.S. Government including the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; (b) the United Kingdom including the Office of Financial Sanctions Implementation of His Majesty’s Treasury; and/or (c) any other relevant governmental authority that implements or enforces economic, financial, or trade sanctions.

“Software” means the applicable OneWeb/Eutelsat Supplier’s owned or licensed software delivered pursuant to this Agreement.

“Taxes” means taxes and duties (including business, sales, goods and services, universal service levies, charges, levies, withholding, shipping / customs duties, use and value-added taxes and any applicable penalties, interest and other additions thereto, but excluding taxes based on the net income of Eutelsat Network Solutions) which are imposed by or under the authority of any local, state, national, or foreign government entity thereof with respect to or arising out of the supply / delivery of the Equipment or any of the services referred to in any of the Schedules to this Agreement.

“Term” has the meaning given to it in Section 9.1.

SCHEDULE 2 (To Be Provided)

Equipment

SCHEDULE 3 (To Be Provided)

OneWeb/Eutelsat-Approved Equipment Warranty

SCHEDULE 4 (To Be Provided)

Description of Training, Installation and Support Services

SCHEDULE 5 (To Be Provided)

Purchaser Forecast Template

SCHEDULE 6 (To Be Provided)

OneWeb/Eutelsat Supplier Special Terms