

supported proposal. Pending any equitable adjustment, Seller shall proceed in accordance with the change order. In the absence of any response by Seller within such 30-day period, the Purchase Order shall be processed with the change as proposed by RigNet. The question of fact covered by the Dispute Resolution provisions of these Terms.

2.6. Technical Advice. RigNet engineering and technical personnel may assist or give technical advice in an exchange of information with Seller concerning the Deliverables to be furnished under an applicable Purchase Order. Such exchange of information or advice shall not authorize Seller to change any of the terms, conditions, or provisions of any Purchase Order, nor shall such assistance or technical advice operate as a waiver or relinquishment of any rights reserved to RigNet hereunder or at law. Except as otherwise provided in an applicable Purchase Order, no changes shall be made unless such change is authorized in writing by an authorized RigNet representative.

2.7. Stop Work Order. RigNet may at any time, by written order to Seller, require Seller to stop all, or _____ days after a Stop Work Order is delivered to Seller, and for any further period to which the parties may agree. Upon receipt of such an order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. Within a period of 120 days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed to in writing, RigNet shall either: (a) cancel the Stop Work Order; or (b) terminate the work covered by such Stop Work Order. If Seller believes that any such suspension or withdrawal of suspension justifies modification of its performance obligations or of payment due, Seller may propose a claim for equitable adjustment; however, RigNet _____ Deliverables during the Stop Work Order period. Upon recall of a Stop Work Order, Seller shall resume work under the Purchase Order.

2.8. Electronic Transactions. RigNet and Seller may agree to facilitate electronic ordering through either the use of an electronic data interchange or an Internet-based e-commerce solution. Seller agrees to submit invoices and receive payments through either the use of an electronic data interchange or an Internet-based e-commerce solution following facilitation of any such system.

2.9. Market Impact. Seller will promptly notify RigNet of (a) any industry-wide or sole source shortages of components or materials, or (b) all components or materials which do not conform to applicable law, regulation, order or accepted industry practice. In such event, Seller shall be responsible for anticipating such mitigate

3.1.3. Notification of Acceptance. If RigNet determines that a Deliverable conforms to the specifications of the Purchase Order, RigNet will notify Seller Acceptance Accepted ce does n the Deliverable, even if RigNet knows of the problems prior to Acceptance.

3.2. Time of Delivery. Time and rate of delivery are of the essence in all purchases made under these Terms. Unless provided otherwise in the Purchase Order, the time from order acceptance to delivery shall not exceed 30 days. Upon acceptance of any Purchase Order, either oral or written, Seller shall complete delivery within the time frame agreed by the Parties. Seller will notify RigNet immediately if it is unable to delivery any part of the remedies or the liability of Seller for nonperformance. If delivery is not timely (including late deliveries on one or more Deliverables installments), RigNet may, in addition to any other remedies available at law or in equity: (a) refuse delivery of all or any part of the Deliverables; (b) cancel all or any part of the Purchase Order; or (c) purchase reasonably similar replacement Deliverables from an alternative supplier and bill Seller for the excess cost, if any.

3.3. Delivery Terms. Unless otherwise specified in the Purchase Order, Deliverables are to be delivered per Incoterms 2010 F.A.S.

3.4. No Liens, or notice creating such lien, or claim or action thereon, will be filed by Seller or any person or entity acting through Seller, for Deliverables under these Terms. Where applicable, Seller, will, upon request of RigNet, deliver to RigNet contemporaneously with any payment, recordable partial waivers of lien for any partial payments, and recordable final waiver of lien for final payment.

3.5. Ownership of Deliverables.

3.5.1. RigNet-Owned Property. All tangible and intangible items, information or processes that (a) Seller receives from RigNet or from a third party on behalf of RigNet for use in connection with these Terms, (b) any tangible or intangible items or information that is paid for, in whole or in part, by RigNet and provided to Seller for use in connection with these Terms, or (c) is integrated, utilized or created for RigNet is and shall remain the property of RigNet RigNet- RigNet-Owned Property to RigNet at any time upon RigNet s request, or upon the termination or expiration of these Terms or any applicable Purchase Order, whichever is earlier. Seller is responsible and must account for all RigNet-Owned Property entrusted to it and bears RigNet-Owned Property RigNet-Owned Property igitations under these Terms. RigNet shall have the right to inspect any agreements and associated records of Seller relating to RigNet-Owned Property and Seller agrees to make such agreements and records available for inspection by RigNet or its representative upon request.

3.5.2. Ownership of Deliverables. RigNet_ will own exclusively all right, title and interest in all Deliverables and, except for any Third Party Works not owned by Seller as described below, Seller will and hereby does, irrevocably, in perpetuity and without further consideration, assign to RigNet (and its successors and assigns) all right, title and interest that Seller has or may have in the future anywhere in the world in or to each of the foregoing, including all United States and foreign intellectual property rights therein. RigNet will be considered the

Deliverables, and all copyrightable aspects of the Deliverables will constitute

Copyright Act analogous provisions under other applicable laws, and will be owned exclusively by RigNet upon creation. If and to th

Seller will and hereby does, irrevocably, in perpetuity and without further consideration, assign to RigNet (and its successors and assigns) all right, title and interest that Seller has or may have in the future anywhere in the world in and to all United States and foreign copyrights in the Deli

4.3. Invoicing, Itemization and Payment Procedures. Each invoice issued by Seller to RigNet will include, without limitation: (a) name and remittance address, (b) invoice number, (c) invoice date, (d) the name of RigNet's contact, (e) the RigNet division or business unit or Affiliate and cost center or Purchase Order number, (f) description of the Deliverables ordered, (g) the date shipment was made, and (h) the shipping point of origin and destination. The line items

and other costs; (c) delay payment for a period of time equal to the lateness of such delivery or performance; or (d) terminate the Purchase Order for default.

6.3. General Warranty of Services. Seller warrants that the Deliverables that are Services will conform to the specifications set forth in the applicable Purchase Order, be provided in a good and workmanlike manner. Such Services are qualified personnel fully familiar with the underlying technology, have the proper expertise, skills, training, and professional education to perform the Services in a professional manner and consistent with applicable industry standards, and will perform the Services in a manner that is in compliance with all applicable laws, regulations, orders and decrees.

6.4. Infringement. The Deliverables will not infringe or misappropriate any patent, trademark, trade name, service mark, copyright, trade secret or other intellectual property right of any third party.

6.5. Unauthorized Code. The Deliverables will be free of any time bomb, viruses, trap doors, back doors or other code inserted in the Deliverables which destroys, erases, damages or otherwise disrupts the normal operation of the Deliverables or other programs, hardware or systems utilized by RigNet or allows for unauthorized access to the Deliverables or other programs, hardware or systems utilized by RigNet.

6.6. Pass-Through. Seller will and hereby does assign to RigNet all warranties, representations and indemnities grant to Seller with

7. TERM AND TERMINATION

7.1. General. The initial term of these Terms begins on the Effective Date and shall remain in effect

8. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUE, PROFITS OR BUSINESS, OR COSTS OF ANY KIND, NO MATTER HOW SUCH DAMAGES ARE CAUSED AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR COSTS WAS FORESEEABLE OR MADE KNOWN. RIGNET SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LIABILITIES IN EXCESS OF THE PRICE OF ANY DELIVERABLE THAT IS THE SUBJECT OF ANY CLAIM. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE. EXCEPT FOR ACTION ARISING SOLELY OUT OF GROSS NEGLIGENCE, WILLFUL OR FRAUDULENT ACTS OR ANY BREACH OF SECTIONS WITH RESPECT TO ANY INDEMNIFICATION OR CONFIDENTIALITY PROVISIONS OF THESE TERMS.

9. CONFIDENTIAL INFORMATION

9.1. General. Confidential Information (a) any and all information provided or obtained in connection with or arising out of these Terms, (b) the existence and provisions of these Terms, (c) the business or matters of RigNet or its Affiliates, suppliers, licensors, customers or clients, including business plans, forecasts, projections, analyses, partner, employee, client, customer and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, and business processes, and (d) existing or contemplated technology, trade secrets, technical procedures, methodologies or proprietary rights of RigNet. In addition, Confidential Information will include any other information, data, and/or materials that have been or will be furnished by or through RigNet (or its Affiliates, clients, agents or suppliers) and the circumstances, ought reasonably to be treated as confidential and/or proprietary. Confidential Information will not be utilized by Seller for any purpose other than the performance under these Terms or any Purchase Order for RigNet and will not be copied, distributed, modified, sold, assigned, leased or otherwise used, transferred, disposed of or provided to third parties by Seller or commercially exploited by or on behalf of Seller or any Seller Personnel. Seller will not possess or assert any lien or other right against or to Confidential Information.

9.2. Exceptions to Confidential Information. Confidential Information does not apply to any information (other than personally identifiable data) that Seller can demonstrate (a) it possessed prior to the date of these Terms from a source other than RigNet (or its Affiliates, agents, clients or suppliers) without any obligation of confidentiality, (b) it rightfully receives from a third party (other than any Affiliate, client, supplier or agent of RigNet) without any obligation of confidentiality to such third party, or (c) is or becomes publicly available without breach of these Terms or wrongful act or fault of Seller or personnel. If, in the reasonable opinion of its legal counsel, Seller is required by law to disclose any of the Confidential Information in connection with any legal or regulatory proceeding, Seller may disclose such Confidential Information, provided that Seller notifies RigNet a reasonable time prior to disclosure, allows RigNet a reasonable opportunity to seek appropriate protective measures prior to disclosure, and discloses only the minimum amount of the Confidential business

any breach by such first party of such warranty. Such indemnity obligation shall survive termination or expiration of
th

With a Copy to:
General Counsel
RigNet, Inc.
15115 Park Row, Suite 300
Houston, Texas 77084
Facsimile: 281-674-0101
Email: legaldesk@rig.net

16.3. Business Code of Conduct. Seller agrees to conduct business with RigNet in an ethical manner that is consistent with The RigNet Principles of Business Code of Conduct for Consultants, Contractors. Seller acknowledges it has been provided certification process.

16.4. Assignment. Seller may not assign, voluntarily or involuntarily, any of its rights or these Terms or delegate any of its obligations without the prior written consent of RigNet. These Terms is binding upon and enforceable by each party s permitted successors and assignees. Any assignment in violation of this Section is null and void.

16.5. No Waiver; Cumulative Remedies. Any waiver granted by a party must be in writing. No failure

performing the services required by these Terms. These Terms shall not create a partnership, joint venture or agency between the parties. Each party shall serve as an independent contractor for the other party and as such, neither party has the power or authority to bind the other to any contract, arrangement, agreement or otherwise.

16.10. Survival. In addition to any other provisions that by its content are intended to survive the expiration or termination of these Terms, all sections concerning warranties, non-payment in the event of a material breach, ownership, confidentiality, right to audit and indemnity provisions of these Terms shall survive the expiration or termination of these Terms.

16.11. RigNet Marks. Nothing in these Terms grants Seller the right to use any trademarks, trade dress, trade names or logos proprietary to Ri

- 1.17. a) failure to meet undisputed obligations, including judgments, to third parties as those obligations become due, (b

- 1.33. includes all services related to or included as part of the Deliverables.
- 1.34. the applicable Purchase Order.
- 1.35. a Purchase Order that provides specific terms and conditions for a Deliverable.
- 1.36. has the meaning ascribed to such term in Section 3.7.
- 1.37. Termination Settlement has the meaning ascribed to such term in Section 8.4.1.
- 1.38. Warranty Period ascribed to such term in Section 7.8.