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**GLOBECOMM SYSTEMS INC.**  
**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

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1. **GENERAL:** These Purchase Order (“Order”) Terms and Conditions apply to the supplies and/or services ordered hereunder by “Globecomm Systems Inc.” which hereinafter shall be known as “Buyer.” Acceptance of this Order/Agreement, by the “Supplier” which hereinafter shall be known as “Seller” for all supplies or services hereunder, whether by acknowledgment, shipment of supplies, performance of services, or commencement of work is limited to the terms and conditions stated herein. The term "Supplies" means the articles or “Services” ordered by Buyer and delivered by the Seller to Buyer. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless the Buyer agrees otherwise in writing.
2. **ORDER OF PRECEDENCE:**
  - (a) All documents and clauses under this Order shall be read, to the extent practical so as to be consistent. In the event of any conflict or inconsistency herein, the order of precedence follows:
    1. The typed requirements on the face of this Order.
    2. These terms and conditions.
    3. The Statement of Work (excluding the Specifications), as applicable.
    4. The Specifications, as applicable.
    5. The Drawings, as applicable.
    6. The other documents, exhibits and attachments incorporated by reference.
  - (b) Seller shall notify Buyer of any discrepancies under this clause prior to the start of any work under the Order.
3. **BEFORE PROCEEDING WITH THE WORK EFFORTS UNDER THIS ORDER/AGREEMENT:** For all purposes under this Order/Agreement, before proceeding with the work efforts hereunder, the Seller shall review this Order in its entirety including any Buyer quality requirements associated with drawings, specifications or other documents referenced herein or already in Seller's possession, to verify the accuracy of all documents and any references to Seller's part number(s) for the supplies and/or services hereunder. Seller shall immediately notify Buyer of any error or discrepancy whatsoever hereunder.
4. **CHANGES:** Buyer reserves the right, by giving written notice, at any time, and without notice to the sureties, if any, to make changes within the general scope of this Order in any one of the following: (a) quantity; (b) delivery schedule; (c) technical requirements and descriptions; (d) designs or specifications; (e) statements of work or drawings; (f) data and documentation requirements (including adding new requirements for data and/or documentation which were not previously included in the Order but excluding adding new requirements for intellectual property rights which were not previously included in the Order); (f) method of shipment or packing; or (g) the place of inspection, delivery or acceptance or manner of delivery. Upon receipt of any such notice, Seller shall proceed promptly to make such changes in accordance with the terms of such notice. Seller shall deliver to Buyer, within fifteen (15) days from the date of receipt of the notice, a statement showing the effect of any such change in the cost of, or the time required for, performance of this Order, and an equitable adjustment, upward or downward, shall be negotiated by Buyer and Seller in the price or delivery schedule, or both, if so warranted and at any time prior to final payment under the Order.
5. **PRICE / PAYMENT:** Payments under this Order shall be made forty-five (45) days after Buyer’s receipt and acceptance of supplies or receipt of a proper invoice, whichever is later. No charges will be allowed for transportation, boxing, crating or other packaging or cartage charges unless set forth in this Order. Prices as specified under the Order are not subject to increase or decrease unless specifically authorized by Buyer by written amendment to this Order. All prices under this Order shall include, as applicable, federal, state, local taxes and duties, customs, export, and other similar fees associated with the manufacture and production of supplies under this Order. Seller shall submit a separate invoice for each delivery or completion of services; all invoices shall include the Order number, Buyer’s.
6. **DELIVERY:**
  - (a) All items shall be delivered F.O.B. Buyer’s shipping dock, in accordance with the INCOTERMS 2000 published by the International Chamber of Commerce.
  - (b) The supplies or services shall be delivered/completed on or before the delivery date(s) set forth in the Order; time is of the essence, and Buyer’s count will be accepted as conclusive on all shipments not accompanied by a packing slip under this Order.
  - (c) If delivery of supplies is not made in the quantities and at the times specified, or rendering of services is not completed at the times specified, Buyer reserves the right without liability, and in addition to its other rights and remedies under this Order or at law, to take the necessary action and invoke Clause 15 or 16 herein whichever is deemed appropriate by the Buyer hereunder.
7. **QUALITY CONTROL AND INSPECTION:**
  - (a) All supplies and/or services under this Order are subject to final inspection at destination. Buyer reserves the right to reject and refuse acceptance of supplies and/or services hereunder which are not in accordance with the instructions and terms and conditions of this Order, specifications, drawings and data or Seller's warranties (expressed or implied). Any supplies delivered to Buyer under this Order that do not meet the specifications and quality requirements will be returned to Seller for full credit, repair or replacement at Buyer’s option and at Seller's risk and expense, including any

packaging, handling, and transportation charges both ways. No repair or replacement of rejected supplies shall be made unless specified by Buyer in writing to Seller.

- (b) Buyer reserves the right at reasonable times throughout the performance of this Order and at the place or places of performance to inspect the work in progress to ensure Seller is making appropriate progress on the Order and to ensure quality control. Seller shall provide reasonable cooperation to Buyer to allow Buyer to conduct such inspections. Buyer's rights as provided herein shall extend to Buyer's customer and Seller shall allow access to all work in progress to both Buyer and Buyer's customer, provided that Seller may require Buyer to accompany Buyer's customer on any such inspection visits.
  - (c) Acceptance of all or any part of the supplies and/or services under this Order shall not be deemed to be a waiver of Buyer's right either to cancel or to return at Seller's risk and expense all or any portion of the supplies because of (i) failure of such supplies or services to conform to the requirements of this Order; or (ii) any defects, whatsoever, latent or patent in the supplies or services; or (iii) any breach of warranty by Seller. Neither shall acceptance restrict Buyer from making any claim for damages, including manufacturing costs, for damage to materials or articles caused by improper boxing, crating or packing. Such rights shall be in addition to any other rights and remedies provided under this Order or at law.
8. **PACKING / MARKING AND SHIPPING:** Unless otherwise specified in this Order, all supplies shall be packed, marked and shipped in accordance with best commercial practices to assure protection in shipment and storage, including adequate protective packaging; all packaging shall be at no additional charge under this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking or method of shipment shall be reimbursed by the Seller to Buyer. Shipments under this Order shall be made in accordance with Buyer's specific shipping instructions. All supporting documents will bear the assigned Order number and Seller shall enclose a packing memorandum with each shipment. When more than one package is shipped, Seller shall identify the package containing the memorandum and shall mark the Buyer's Order number on all packages and shipping papers. Shipping and routing instructions may be altered as mutually agreed to by the parties in writing. All shipments of multiple supplies and shipping containers shall be identified with the proper markings, i.e., one of five, etc.
9. **RIGHT TO AUDIT:** This paragraph applies if amount(s) payable to Seller hereunder are based upon formulae involving actual time worked, material costs, factory invoicing or similar mutually agreed upon pricing arrangements which result in variable amounts payable by Buyer. Seller shall maintain complete legible and accurate records of all hours worked and all costs incurred in the performance of this Order for five (5) years from the date of shipment or completion of services. Buyer shall have the right through its designated independent representatives to examine and audit at all reasonable times, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount payable to Seller thereunder. In the event of any discrepancies between amounts charged to Buyer by Seller and amounts that should have been charged in accordance with the audit report, Seller shall, within fifteen (15) days after claim by Buyer, refund to Buyer any amounts previously paid which are in excess of the amounts that should have been paid in accordance with the audit report. In the event any such report results in an overpayment by Seller of five percent (5%) or more of the total amount paid under this Order, Seller shall be liable to Buyer for the cost of the audit.
10. **LICENSES:** No license, express or implied, of any patent, copyright, trademark or other intellectual property is granted by Buyer to Seller or any lower-tier supplier or subcontractor unless specifically identified in the Order. Buyer shall obtain such licenses or other rights in intellectual property as are identified on the Order. If this Order is for delivery of items to a U.S. Government end user, Seller shall identify to Buyer at the time of Order any items (including without limitation data items or operation and maintenance manuals) that will be delivered with limited rights.
11. **RELATIONSHIP:** Neither Seller, its lower-tier suppliers or subcontractors, nor the employees or agents of any of them, shall be deemed to be Buyer's employees or agents, it being understood that Seller and its suppliers or subcontractors are independent contractors for all purposes and at all times. Seller shall be solely responsible for the method, means, and manner of completing the services or providing the supplies hereunder and for the withholding of all federal, state and local income and other payroll taxes and provision of worker's compensation or other insurances with respect to its employees, as required by law.
12. **RIGHT OF ENTRY:** If Seller is required to enter Buyer premises in connection with activities related to this Order, Seller's rights of entry shall be subject to Buyer's advance written or verbal approval. Seller, its employees and agents, shall comply with all Buyer rules and regulations regarding entry, safety, and security, including specific requirements relating to access to or use of Buyer's computer networks, while on Buyer premises. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, and agents from and against any and all claims, losses, costs, damages, or expenses of any kind for damage to property and injuries (including death) to any persons, including without limitation Seller's employees or agents, caused by or arising from Seller's, its employees' or agents' acts or failures to act while on Buyer premises.
13. **CONFIDENTIALITY / PROPRIETARY INFORMATION:**
- (a) Seller shall secure written approval from Buyer before any use of specifications, records, drawings, data, computer programs, program documentation, tools, materials or Buyer owned property, as applicable, or any other property or technical information relating to this Order (other than that relating to Seller's own standard commercial terms ) are re-released, other than to employees of Seller requiring such information for performance under this Order.
  - (b) Any of the information described above which is furnished by Buyer under or in contemplation of an Order shall be considered confidential information for performance under this Order. Any of the information described above which is

furnished by Buyer to Seller under or in contemplation of an Order shall remain Buyer's property, and unless this information (i) is in the public domain or (ii) was previously known to Seller free of any obligation to keep it confidential such information shall be kept confidential by Seller, shall not be copied and shall (in the absence of a written mutual Order for its use for other purposes) be used only for the purpose of this Order, and if in written graphic or other tangible form, shall be returned to Buyer at its request.

- 14. STOP WORK ORDER:** Buyer may at any time, by written notice to Seller, direct Seller to stop all or any part of the work called for under this Order by issuing a written notice ("Stop Work Order") to Seller. Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by the Stop Work Order in accordance with Clause 15 or 16 of this Order, whichever may be appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. If the Stop Work Order results in an increase or decrease in the time required for or the Seller's cost of the performance of this Order, an equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Order shall be modified in writing accordingly. Seller shall provide Buyer with a claim for equitable adjustment within thirty (30) days of cancellation or termination of the Stop Work Order. Any claim not made within such thirty (30) day period shall be waived by Seller. Buyer shall make its best efforts to settle such claim within ninety (90) days of receipt of the claim from the Seller. Seller shall bear the burden of proof to establish any additional costs and/or time required as a result of the Stop Work Order, and Seller shall provide Buyer with all reasonably required information for Buyer's evaluation of Seller's claim for equitable adjustment.
- 15. TERMINATION FOR CONVENIENCE:**
- (a) Work under this Order may be terminated in whole or from time to time in part by Buyer, by written notice to Seller, whereupon Seller will stop work on the date and to the extent specified in the notice and terminate all lower-tier supplier(s) or subcontractor(s) orders to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to said termination and the most favorable disposition that Buyer and Seller can make thereof. Seller will comply with Buyer's instructions regarding transfer and disposition of title to the possession of such work and material.
  - (b) Within thirty (30) days after receipt of notice of termination, Seller will submit all claims resulting from such termination. Buyer shall have the right to audit such claims at any reasonable time or times by inspecting and auditing Seller's records, facilities, work or materials relating to this Order. Buyer will pay Seller the price for finished work accepted by Buyer. In addition, for non-commercial-off-the-shelf items, Buyer will pay Seller the cost of work in process allocable to the terminated work, in accordance with generally accepted accounting principles, less the agreed value of any work in process used or sold by Seller with Buyer's consent and less the cost of any defective or destroyed work in process. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this Order less any payments previously made. Further, the amount of termination claim shall be reduced on any portion related to costs for work in process to reflect, on a pro rata basis, any projected loss on the entire Order had it been completed in its entirety.
  - (c) Upon termination of this Order, and for any reason whatsoever, Buyer shall not be liable or obligated to Seller with respect to any payments associated with special, collateral, exemplary, indirect, incidental or consequential damages (including without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business and claims of customers), indemnification or other compensation regarding such termination, irrespective of whether such obligations or liabilities may be contemplated in the law of New York or elsewhere and Seller hereby waives and relinquishes any rights pursuant to law or otherwise to any such payments, indemnification or compensation.
- 16. TERMINATION FOR DEFAULT:**
- (a) Buyer may, by written notice to Seller, terminate the whole or any part of this Order if:
    - i. Seller fails to make any delivery of the supplies or completion of services within the time specified; or
    - ii. Seller fails to perform any provision of this Order, or so fails to make progress as to endanger performance of this Order in accordance with its terms; or
    - iii. Seller repudiates this Order or commits an anticipatory breach thereof; or
    - iv. Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors.
  - (b) Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies and/or services similar to the supplies so terminated and Seller shall be liable to Buyer for any excess costs of such similar supplies or services.
  - (c) Seller shall continue performance of this Order to the extent not terminated.
  - (d) Upon request from Buyer, Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested by Buyer, (i) completed supplies, and (ii) partially completed supplies, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and Order rights (hereinafter called "manufacturing materials"), produced or acquired for the performance of the terminated part of this Order. Buyer will pay Seller the price set forth in the Order for any completed supplies delivered to and accepted by Buyer, and the fair value of any manufacturing materials delivered and accepted by Buyer; provided, however, that in no event will the amount payable by Buyer for any manufacturing

materials exceed the Order price for the supplies for which the manufacturing materials have been produced or acquired multiplied by the percentage of completion of such supplies that is representative by such manufacturing materials.

17. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** Seller hereby acknowledges and agrees to comply with all laws and regulations applicable to this Order, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, and the laws related to export control, including the U.S. Department of Commerce Export Administration Regulations (EAR), the U.S. Department of State International Traffic in Arms Regulations (ITAR), and the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) regulations. Seller hereby warrants that no materials included in the supplies will be sourced from countries where the U.S. Government has established embargoes. Seller shall cooperate with Buyer in Buyer complying with its export control obligations, including without limitation by providing export control classification numbers and copies of applicable export classification determinations for the supplies upon request.
18. **OCCUPATION, SAFETY AND HEALTH LAWS:** The supplies and/or services to be delivered under this Order, including but not limited to any ozone depleting type substances, must conform to all applicable Federal, State or Local laws, ordinances and regulations relating to safety and health, including without limitation the Occupational Safety and Health Act of 1970, which apply specifically to the supplies to be delivered or services to be performed. If the specifications set forth in this Order are at variance with the requirements of such laws, ordinances or regulations, Seller must obtain Buyer's written waiver of either the conflicting specifications or Seller's obligation to deliver an item which conforms to the requirements of such laws, ordinances, or regulations. The Seller shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Seller is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if requested. For items shipped to a location other than Globecomm, Seller shall provide one copy of each MSDS in or on each shipping container and concurrently submit one copy of each MSDS to Globecomm. If affixed to the outside of each container, the MSDSs must be placed in a weather resistant envelope.
19. **WARRANTY:**
- (a) In addition to all other express or implied warranties, Seller warrants that any supplies and/or services hereunder shall (i) be free from defects in material or workmanship; (ii) conform with the specifications and drawings, and any other requirements, under this Order; (iii) be in conformity with all other requirements of this Order; and (iv) be merchantable and fit for the ordinary purposes for which they are used or the purposes specifically identified by Buyer, if applicable.
  - (b) In the event any supplies or services do not conform with the warranty provided in paragraph (a) above, Seller shall, at Buyer's option and in the reasonable time set forth by Buyer, (i) repair the supplies to be in conformance with the warranty; (ii) replace the delivered supplies with supplies that conform to the warranty; (iii) refund that portion of the purchase price paid by Buyer for the supplies that are not in conformance; or (iv) for services, either reperform the services or refund the price paid by Buyer for the services, at Buyer's option.
  - (c) The warranty provided herein shall remain in effect for a minimum of two (2) years after delivery of the supplies or performance of the services, or for the length of any lower-tier supplier(s) or subcontractor(s) warranty period, whichever is greater.
  - (d) Seller shall be responsible for all transportation charges, freight, insurance, taxes, and duties, as applicable, in connection with any returned supplies.
  - (e) If Seller fails to promptly credit, repair or replace any rejected supplies, as directed by Buyer, Buyer may unilaterally (i) rescind this Order; (ii) accept the supplies at an equitable reduction to price or by set-off of any other Order with Seller; (iii) replace or repair such supplies or rectify such services and charge the Seller the cost occasioned Buyer therefore.
  - (f) Any supplies corrected or furnished as replacement supplies shall from the date of such correction or replacement, be subject to these warranty provisions for the same period of time and to the same extent as supplies originally furnished under this Order.
  - (g) The rights and remedies provided in this Article 19 are in addition to any other rights or remedies Buyer may have at law or in equity.
20. **PATENTS / DATA / INTELLECTUAL PROPERTY INDEMNIFICATION:** Seller, shall save and hold Buyer harmless from any claim, liability or suit of any nature, including, but not limited to attorney's fees, costs and expenses, arising from the manufacture, use or sale of the supplies except to the extent that any such liability or suit shall have arisen because of Seller's manufacture of articles made to Buyer's detail design. Buyer and Buyer's customers may duplicate, use, and disclose for any purpose whatsoever all technical data and computer software delivered under the Order unless Seller has provided Buyer specific limitations at the time of Order. Seller hereby grants to Buyer an irrevocable, nonexclusive, fully transferable and royalty-free license throughout the world to use, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all technical data and computer software delivered under this Order, whether or not now or hereafter covered by copyright. Seller shall defend at its own expense and shall indemnify Buyer against any request for royalty payments or any claim(s) for equitable relief or damages or other claim(s) or demand whatsoever against Buyer to the extent that such are based on allegations that the use or possession of any supplies or the use or provision of the services infringes any patent, copyright or other intellectual property right of any third party (an "Infringement Claim"). Seller shall indemnify Buyer against any royalties, costs, damages and reasonable expenses whatsoever arising from an

Infringement Claim. Seller hereby assigns to Buyer all rights, title and interest in and to all trademarks, copyrights, and other intellectual property rights in any material created for Buyer in connection with this Order. The obligations of this paragraph shall survive termination or completion of this Order.

**21. LIMITATION OF LIABILITY AND INDEMNIFICATION:**

- (a) Neither Buyer nor its employees, agents, officers, subsidiaries, successors and assigns or suppliers and/or subcontractors shall be liable for any claim arising directly or indirectly from the negligence or breach of this Order by the Seller or any amount due or payable from Seller to any employees, agents, subcontractors, or vendors of Seller.
- (b) In no event shall Buyer be liable to Seller for any punitive, special, collateral, exemplary, indirect, incidental or consequential damages (including without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business and claims of customers) whether such damages occur prior or subsequent to or are alleged as a result of, tortious conduct, negligence or breach of any of the provisions of this Order by Buyer, even if Buyer has been advised of the possibility of such damages.
- (c) Seller shall indemnify, save and hold Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses including court costs and reasonable attorneys fees, costs and expenses, related in any way to this Order, or the services performed or supplies delivered under this Order.

**22. INSURANCE PROTECTION:** If this Order covers performance of labor services for Buyer, Seller agrees to indemnify, defend, and hold harmless Buyer, its directors, officers, employees, and agents from and against any and all claims, losses, costs, damages, or expenses of any kind for damage to property and injuries (including death) to any persons, including without limitation Buyer's employees or agents, caused by or arising from the performance or non-performance of this Order. Seller further agrees to furnish Buyer an Insurance Carrier's "Certificate of Insurance" from a nationally known and reputable insurance carrier showing that Seller has adequate insurance coverage in the following minimum amounts: (1) Workers Compensation: Statutory limits for state(s) in which the work is to be performed; (2) Comprehensive General Liability including contractual Liability; Completed Operations/Supplies; Broad Form Property Damage; and Seller's Protective Liability if subcontractors are used: \$1,000,000 each occurrence; and (3) Automobile Liability, including owned, hired and non-owned vehicles and including bodily injury: \$500,000 each occurrence. Said Certificate must set forth the name of insurer, policy number, expiration date, limits of liability and an article for at least thirty (30) days written notice, to both Buyer and Seller, prior to cancellation. If Seller is a self-insurer, the Certificate of the Department of Labor and Industry of the State in which said labor services are to be performed must be furnished by such Department directly to Buyer. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification of Buyer. Any cancellation or lapse of insurance by the Seller shall be deemed a material default under this Order.

**23. WAIVER:** No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party. No delay or failure on the part of Buyer in exercising any rights under this Order, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder. No waiver of any right of Buyer or any breach by Seller under this Order shall be effective unless such waiver is in a writing signed by Buyer, and no waiver in any one instance shall constitute a waiver of any future right or future breach of the same or any other provision.

**24. ASSIGNMENT:** Neither this Order nor the rights, duties, interest or obligations therein may be delegated, assigned or otherwise transferred in any manner by Seller without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Any permitted assignment shall not relieve the Seller of any obligations with respect to any covenant, condition or obligation required to be performed by the Seller under this Order arising before the date on which such assignment is effective. In case of any assignment by Seller of the right to receive moneys due or to become due hereunder, Buyer will, at its option, make no further payments to Seller until Buyer is furnished reasonable proof that the assignment has been made; and Buyer may assert against the assignee any defense or claim that it is entitled to assert by law. Buyer may assign this Order by written notice to Seller and without Seller's approval.

**25. SEVERABILITY:** If any term or provision of this Order is held by any court or other competent authority to be void or illegal or unenforceable in whole or in part, such term or provision or part shall, to the extent possible, be re-written to be valid, legal and enforceable while maintaining the original intent of the Parties and, where such is not possible, the void, illegal or unenforceable portion shall be severed from this Order and the remaining portions of this Order shall remain in full force and effect.

**26. EXCUSABLE DELAYS (Force Majeure):** Neither Party will be liable for non-delivery, failure to accept any of the supplies and/or completion of any services, or any other impairment of performance hereunder in whole or in part caused by occurrence of any contingency beyond the reasonable control of such Party, including but not limited to war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, failure of or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic quarantine, storm, flood, earthquake or other Act of God or shortage of labor, fuel, raw material, or machinery, provided the affected Party has exercised ordinary care in the prevention thereof. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Order. In every case constituting an excusable delay, a written claim with adequate information and sufficient evidence supporting such claim shall be received by Buyer, within ten (10) days after each such act or occurrence. In the event of an Excusable Delay which exceeds or is reasonably anticipated to exceed thirty (30) days, Buyer may, in its sole and absolute discretion, terminate this Order and neither party shall have any further liability to the other, save for the liability of Buyer to pay for goods and services which are delivered

and accepted by Buyer. This clause shall be applicable to delays arising from Seller's subcontractors and suppliers only to the extent that the cause was beyond the control of both the Seller and its subcontract or supplier.

27. **GOVERNING LAW / SETTLEMENT OF DISPUTES:** This Order shall be governed, interpreted and construed in accordance with the laws of the State of New York without regard to the conflicts or choice of law provisions thereof. In the event that the parties cannot, after diligent, good-faith efforts, amicably settle any dispute arising under this Order, then said dispute shall be submitted to binding arbitration. Arbitration shall be in accordance with the Commercial rules of the American Arbitration Association before a three member arbitration panel located in the state of New York. The site of arbitration proceedings shall be determined by Buyer in any such proceeding. The three member arbitration panel shall be comprised of one panel member chosen by Seller, one panel member chosen by Buyer, and a third panel member shall be chosen by agreement between the other two panel members from a list of qualified arbitrators provided by the American Arbitration Association. Each party shall designate a panel member within thirty (30) days after the dispute is submitted to arbitration. If either party fails to designate a panel member or, the arbitration shall proceed with the one panel member designated acting alone. If the arbitrators appointed by the parties cannot agree on the third panel member, within seven (7) days, the third arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrators shall be final and enforceable in any court of competent jurisdiction. The costs of arbitration shall be paid by the party or parties as determined by the arbitrators. Pending resolution of any dispute hereunder, Seller shall continue performance in accordance with the written direction of Buyer.
28. **RISK OF LOSS:** In addition to all other Seller risks and liabilities (including indemnities offered by Seller) hereunder, Seller assumes the following risks: (i) all risks of loss or damage to all supplies, work in progress materials and other things associated with this Order, until delivery thereof to Buyer and Buyer's acceptance thereof (whether or not any payment(s) have been made therefor or title has passed ) except loss or damage resulting from the gross negligence of Buyer's officers, agents or employees acting within the scope of their employment; (ii) all risks of injury, loss or damage to third persons or their property until the delivery of all supplies as herein provided; (iii) all risks of loss or damage to any property received by Seller or held by Seller or its supplier for the account of Buyer, including any assigned Buyer's property; and (iv) all risks of loss or damage to any supplies or part thereof rejected by Buyer or as to which Buyer had revoked its acceptance, from the time of such rejection or revocation, except loss or damage resulting from the gross negligence of Buyer's officers, agents or employees acting within the scope of their employment.
29. **REMEDIES / RIGHT OF SETOFF:** The remedies of Buyer under this Order are cumulative and are in addition to any other remedies provided by law under this Order. Buyer shall have the right to deduct or adjust against any amounts payable by Buyer to Seller under this Order or any other agreements between Buyer and Seller any amounts Seller may owe to Buyer under this Order or otherwise.
30. **TAXES:** The prices for the supplies and/or services under this Order include all Federal, State and Local Taxes from which Seller cannot, or does not, obtain exemption. The amounts of any such taxes shall be shown separately on Seller's invoice as a condition of payment.
31. **ACCESS TO EVALUATE WORK IN PROGRESS AND DATA:** Buyer and/or Buyer's customers shall be entitled to access at all reasonable times to the facilities where the supplies under this Order are being manufactured or assembled, where the services under this Order are being performed, and otherwise where work required for this Order is being performed (the "Facilities"), for the purpose of evaluating and inspecting the supplies, services, work in progress and Seller's progress in completion of this Order. Such access shall include the right to assign a representative on an itinerant or resident basis at the Facilities, the right to be present at and witness all tests performed on the supplies, and free access to all areas essential to the performance of this Order including without limitation engineering, manufacturing, testing, packaging, and shipping. Seller shall make available to Buyer and/or its customers pertinent planning, status, and forecast information and such other technical and management reporting information as may be necessary for Buyer and/or its customers to exercise their rights hereunder.
32. **ENTIRE AGREEMENT / AMENDMENTS:** This Order (consisting of the Purchase Order and these Terms and Conditions), any schedules attached to the Purchase Order, and all documents incorporated by reference, sets forth the entire agreement and understandings between the Parties as to the subject matter and terms and conditions contained herein and supersedes all prior agreements, commitments and understandings between the Parties, whether oral or written. Any different or additional terms proposed by Seller (including by inclusion in any conditional acceptance of the Order by Seller) are rejected and shall not form a part of this Order unless specifically accepted in writing by Buyer. This Order, including these terms and conditions, cannot be amended, altered or modified except by a writing duly signed by authorized representatives of both Parties.
33. **HEADINGS:** Headings provided in these Terms and Conditions are included for the convenience of the Parties and shall not be deemed to define, limit or extend the scope or intent of any of the articles herein.

**GLOBECOMM SYSTEMS INC.**  
**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
**ADDENDUM 1**  
**ONLY APPLICABLE TO PURCHASES UNDER GOVERNMENT PRIME / SUBCONTRACTS**

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**FAR/DFAR CLAUSES:** The following Federal Acquisition Regulation, (“FAR”) clauses and any successor clauses, are incorporated herein by reference with the term "Contractor" as used therein being considered to refer to Seller, with the term “Government” or “Contracting Officer” as used therein being considered to refer to Buyer, with the term "Ordering Office" as used therein being considered to have the meaning assigned to such term in the government order pursuant to which this order is issued, and with the term "Order" as used therein being considered to refer to this Order. Seller shall abide by all requirements of these FAR clauses, including any requirement to include such clauses in any subcontract(s) issued by Seller under this Order.

In the event of any conflict between the FAR/DFAR Clauses listed below and the other terms of this Order, the terms of the FAR/DFAR Clauses shall prevail.

Commercial Items. If this Order is for “commercial items” as defined in FAR Part 2, **only** those FAR clauses identified immediately below apply:

- 52.203-13 .....Contractor Code of Business Ethics and Conduct
- 52.212-4 .....Contract Terms and Conditions – Commercial Items
- 52.212-5 .....Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
- 52.219-8 .....Utilization of Small Business Concerns
- 52.222-26 .....Equal Opportunity
- 52.222-35 .....Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans
- 52.222-36 .....Affirmative Action for Workers with Disabilities
- 52.222-37 .....Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-39 .....Notification of Employee Rights Concerning Payment of Union Dues or Fees
- 52.222-41 .....Service Contract Act of 1965
- 52.222-50 .....Combating Trafficking in Persons
- 52.244-6 .....Subcontracts for Commercial Items
- 52.247-64 .....Preference for Privately Owned U.S. Flag Commercial Vessels
- 252.225-7009 .....Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.236-7013 .....Requirement for Competition Opportunity for American Steel Producers, Fabricators and Manufacturers
- 252.246-7003 .....Notification of Potential Safety Issues
- 252.247-7023 .....Transportation of Supplies by Sea
- 252.247-7024 .....Notification of Transportation of Supplies by Sea

If this Order is not for “commercial items” as defined in FAR Part 2, the following clauses will apply:

- 52.203-6 .....Restrictions on Subcontractor Sales to the Government
- 52.203-7 .....Anti-Kickback Procedures
- 52.203-8 .....Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity
- 52.203-10 .....Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-11 .....Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 .....Limitations on Payments to Influence Certain Federal Transactions
- 52.203-13 .....Contractor Code of Business Ethics and Conduct
- 52.211-5 .....Material Requirements
- 52.211-15 .....Defense Priority and Allocation Requirement
- 52.215-1 .....Instructions to Offerors – Competitive Acquisition
- 52.215-2 .....Audit and Records-Negotiation
- 52.215-10 .....Price Reduction for Defective Cost or Pricing Data
- 52.215-11 .....Price Reduction for Defective Cost or Pricing Data-Modifications
- 52.215-12 .....Subcontractor Cost or Pricing Data
- 52.215-13 .....Subcontractor Cost or Pricing Data-Modifications
- 52.215-14 .....Integrity of Unit Prices
- 52.215-15 .....Pension Adjustment and Asset Reversions
- 52.215-18 .....Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions
- 52.215-19 .....Notification of Ownership Changes
- 52.219-8 .....Utilization of Small Business Concerns
- 52.219-9 .....Small Business Subcontracting Plan
- 52.222-4 .....Order Work Hours and Safety Standards Act-Overtime Compensation
- 52.222-19 .....Child Labor-Cooperation with Authorities and Remedies
- 52.222-20 .....Walsh-Healey Public Orders Act
- 52.222-21 .....Prohibition of Segregated Facilities

52.222-24 .....Preaward On-Site Equal Opportunity Compliance Evaluation  
 52.222-26 .....Equal Opportunity  
 52.222-35 .....Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans  
 52.222-36 .....Affirmative Action for Workers with Disabilities  
 52.222-37 .....Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  
 52.222-39 .....Notification of Employee Rights Concerning Payment of Union Dues or Fees  
 52.222-41 .....Service Contract Act of 1965  
 52.222-50 .....Combating Trafficking in Persons  
 52.223-1 .....Biobased Product Certification  
 52.223-2 .....Affirmative Procurement of Biobased Products Under Service and Construction Contracts  
 52.223-3 .....Hazardous Material Identification and Material Safety Data  
 52.223-6 .....Drug-Free Workplace  
 52.223-7 .....Notice of Radioactive Materials  
 52.223-11 .....Ozone Depleting Substances  
 52.223-14 .....Toxic Chemical Release Reporting  
 52.225-1 .....Buy American Act - Supplies  
 52.225-3 .....Buy American Act – Free Trade Agreements – Israeli Trade Act  
 52.225-5 .....Trade Agreements  
 52.225-9 .....Buy American Act - Construction Materials  
 52.225-8 .....Duty-Free Entry  
 52.225-13 .....Restriction on Certain Foreign Purchases  
 52.227-1 .....Authorization and Consent  
 52.227-2 .....Notice and Assistance Regarding Patent and Copyright Infringement  
 52.227-3 .....Patent Indemnity  
 52.227-9 .....Refund of Royalties  
 52.227-10 .....Filing of Patent Applications - Classified Subject Matter  
 52.227-11 .....Patent Rights-Ownership by the Contractor  
 52.227-13 .....Patent Rights-Ownership by the Government  
 52.227-14 .....Rights in Data - General and any successor clause, is incorporated herein.  
 52.228-3 .....Worker's Compensation Insurance (Defense Base Act)  
 52.228-5 .....Insurance – Work on a Government Installation  
 52.245-1 .....Government Property  
 52.247-64 .....Preference for Privately Owned U.S. Flag Commercial Vessels  
 52.248-1 .....Value Engineering  
 52.249-1 .....Termination for Convenience of the Government (Fixed Price) (Short Form)  
 252.203-7001 .....Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies  
 252.204-7000 .....Disclosure of Information  
 252.211-7000 .....Acquisition Streamlining  
 252.215-7004 .....Excessive Pass-Through Charges  
 252.219-7003 .....Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (DoD Contracts)  
 252.222-7000 .....Restrictions on Employment of Personnel  
 252.223-7001 .....Hazard Warning Labels  
 252.223-7006 .....Prohibition on Storage and Disposal of Toxic and Hazardous Materials  
 252.225-7008 .....Restriction on Acquisition of Specialty Metals  
 252.225-7009 .....Restriction on Acquisition of Certain Articles Containing Specialty Metals  
 252.225-7012 .....Preference for Certain Domestic Commodities  
 252.225-7016 .....Restriction on Acquisition of Ball and Roller Bearings  
 252.225-7025 .....Restriction on Acquisition of Forgings  
 252.226-7001 .....Utilization of Indian Organizations, Indian-Owned Economics Enterprises, and Native Hawaiian Small Business Concerns  
 252.227-7013 .....Rights in Technical Data –Noncommercial Items  
 252.227-7014 .....Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation  
 252.227-7016 .....Rights in Bid or Proposal Information  
 252.227-7019 .....Validation of Asserted Restrictions – Computer Software  
 252.227-7026 .....Deferred Delivery of Technical Data or Computer Software  
 252.227-7027 .....Deferred Ordering of Technical Data or Computer Software  
 252.227-7033 .....Rights in Shop Drawings  
 252.227-7037 .....Validation of Restrictive Markings on Technical Data  
 252.231-7000 .....Supplemental Cost Principles  
 252.235-7003 .....Frequency Authorization  
 252.236-7013 .....Requirement for Competition Opportunity for American Steel Producers, Fabricators and Manufacturers

252.239-7016 .....Telecommunications Security Equipment, Devices, Techniques, and Services  
252.243-7001 .....Pricing of Contract Modifications  
252.246-7003 .....Notification of Potential Safety Issues  
252.247-7023 .....Transportaiton of Supplies by Sea  
252.247-7024 .....Notification of Transportation of Supplies by Sea  
252.249-7002 .....Notification of Anticipated Program Termination or Reduction

Seller agrees that no lower-tier purchase order or subcontract issued under this Order shall provide for payment on a cost-plus-a-percentage of cost basis.

The clause entitled "Security Requirements" set forth in paragraph FAR 52.204-2, and any successor clause, is hereby incorporated herein by reference, as applicable, except for the last sentence in paragraph (c), with the term "Order" as used therein being considered to refer to this Order, and with the term "Seller" as used therein being considered to refer to "Seller", and with the term "Government" in paragraph (c) being considered to refer to "Buyer".

Seller agrees that its books and records and its plants, or such part thereof as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by the Buyer or any authorized representative of the Government.

If Seller is required to enter Buyer premises in connection with activities related to this Order, Seller's rights of entry shall be subject to Buyer and government security regulations and procedures, as applicable.

**GLOBECOMM SYSTEMS INC.  
STANDARD PURCHASE ORDER TERMS AND CONDITIONS  
ADDENDUM 2**

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**Coniferous Non-Manufactured Wood Packing Material:**

The Seller warrants that any coniferous non-manufactured wood packing (NMWP) material used in the shipment of products delivered under this order meets the requirements set forth in the following paragraphs. This includes the treatment of any NMWP in accordance with one of the specified methods, and the presence of a mark enabling identification and location of the treatment facility. The Buyer reserves the right to reject any NMWP packing material that does not display the appropriate treatment marking, and may, at the Buyer's discretion, have the treatment performed locally, or have the packing material remanufactured at the Seller's expense. Buyer reserves the right to reject any supplies without inspection which are delivered in packing material that does not comply with the requirements of this Addendum (3), and any supplies which are so rejected will be deemed not to have been delivered to Buyer. Should Buyer elect to retain the supplies and have the packing material treatment performed locally or remanufactured, the supplies will not be considered delivered to Buyer and Buyer shall have no duty to inspect, accept, or reject such Supplies until such treatment or remanufacturing is complete.

The European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Ireland, Luxembourg, Netherlands, Portugal, Spain, Sweden, UK) recently adopted emergency measures (Commission Decision 2001/219/EC) which require the treatment and marking of all new and used coniferous non-manufactured wood packing (NMWP) material originating in the United States, Canada, China or Japan beginning October 1, 2001, to prevent the introduction of the pinewood nematode. [NMWP includes coniferous (e.g. pine, spruce, fir) pallets, skids, crating, packing blocks, bracing, etc.] Hardwoods are exempt from the EU measures. The pinewood nematode is a microscopic eelworm that has caused extensive mortality to pines in Japan and China.

The emergency measures specifically require that all new and used NMWP materials originating from the U.S., Canada, China or Japan be subjected to one of the following treatments:

1. Heat-treated or kiln-dried to a minimum core temperature of 56°C for at least 30 minutes in a closed chamber or kiln, which has been tested, evaluated and approved officially for this purpose; or
2. Pressure treated with an approved chemical in accordance with an officially recognized technical specification; or
3. Fumigated with an approved chemical in accordance with an officially recognized technical specification.

In addition, all coniferous NMWP must display a mark enabling identification of the treatment facility and the location of the facility. In the case of heat-treated coniferous NMWP, the use of the mark will be limited to NMWP manufacturers participating in the APHIS-ALSC program.