TeleCommunication Systems
Enabling Convergent Technologies
Space & Component Technology

Buyer hereby buys and Seller hereby sells all those items set forth on the face hereof subject to the terms and set forth below, together with such additional terms and conditions as may be specified on the face of this Purchase Order.

SECTION A - INSTRUCTIONS TO SELLER

A. PACKING LIST: Packing list is to accompany shipment of goods and Iauch shipment completes the order, the following notation MUST appear thereon: “This shipment completes this order.”

B. DISCOUNTS: Cash discount period shall commence with the date of actual receipt of correct invoice or actual receipt of acceptable goods, whichever occurs last.

C. EQUAL OPPORTUNITY: All requirements associated with executive order 11246 are applicable to this purchase order.

D. ORDER OF PRECEDENCE: In the event of any inconsistency contained in the order or any other contractual document referenced herein, the order or such other document shall supersede the other. Purchaser may separate any contract for “Special Tooling” and/or other such contracts either separately or as a stated part of the unit price of goods purchased herein, title to same shall pass to Buyer upon delivery.

SECTION B - CLAUSES

1. ACCEPTANCE: This order expressly limits acceptance to the terms stated herein and any additional or different terms proposed by the Seller are rejected. This order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. When accepted by acknowledgement by Seller or commencement of performance by Seller, no change in, modification of, or revision of, this order shall be effective unless in writing and signed by an authorized representative of Seller.

2. DELIVERY: Time is of the essence in the performance of this order by the Seller. Deliveries are to be made both in quantities and at times specified herein. If Seller’s deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing and any excess costs incurred thereby shall be debited to Seller’s account. Buyer may in accordance with Clause 11 - Termination, cancel all or part of this order in the event Seller fails to deliver goods as scheduled herein. Buyer shall not be liable for Seller’s commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Buyer’s delivery schedule. No change in, modification of, or revision of this order shall be effective unless in writing and signed by an authorized representative of Buyer.

3. INDEMNIFICATION: To the extent that Seller’s agents, employees, or subcontractors enter upon premises occupied by or under the control of Buyer, or any of its customers, or suppliers, in the course of the performance of this order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any persons, or of any damage to any property arising out of any act or omission of such agent employees or subcontractor, and, except to the extent that any such injury or damage is due directly and solely to Buyer’s negligence, employees, or officers (its officers, partners, shareholders, agents, employees, or subcontractors) or any of their employees engaged in performance of the performance of this order, or any of their subcontractors, mechanics, tradesmen, mask works, or any other propriety rights. Seller shall hold Buyer, its customers, and lessees harmless from all such injuries, or damage, suits, claims, or liability whatsoever, including attorney’s fees, arising out of any act or omission of Seller, employees or subcontractors, and all of their agents, employees and subcontractors, from any liability or damages (both general and vehicle) in amounts satisfactory to Buyer, to cover the obligations set forth above, and (i) worker’s compensation and liability insurance covering all employees engaged in performance of this order for claims arising out of any act or omission of any applicable Worker’s Compensation and Occupational Disease Acts. Seller shall furnish certificates evidencing such insurance which expressly provide that no expiration termination or modification shall take place without thirty (30) days written notice to Buyer.

4. BUYER’S PROPERTY: Title to all property (including drawings and data) furnished to Buyer by Seller or paid for (including progress payments) by Buyer, when accepted by acknowledgement by Seller or commencement of performance by Seller, shall pass to Buyer upon payment therefor. When accepted by acknowledgement by Seller or commencement of performance by Seller, no change in, modification of, or revision of, this order shall be effective unless in writing and signed by an authorized representative of Seller.

5. TAXES: Seller’s prices shall be exclusive of any Federal, State, or Local Sales, Use or Tariffs levied thereon, or by law; and shall be exclusive of any other taxes levied thereon by any taxing authority, whether Federal, State or Local Laws, Rules, Regulations, Or Ordinances of the state identified in Buyer’s address in the Purchase Order and shall be governed by and construed according to the laws thereof.

6. DRAWINGS/SPECS REVIEW: If during the term of this order, Buyer represents review drawings, specifications, or other data supplied by Seller, Buyer agrees to supply and furnish all such drawings and data, such action being only an expression of opinion by Buyer and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, delivery date, or other requirements stated in this order.

7. DRAWINGS AND DATA: Seller shall keep confidential all information, drawings, specifications, or data, and return upon request, all documents furnished or funded by Buyer and marked proprietary to Buyer, and shall not divulge or use such information for the benefit of anyone other than Buyer. Seller’s obligations hereunder shall remain effective whether Seller makes further use of, either directly or indirectly, of any such data or any information derived therefrom without obtaining Buyer’s express written consent, and shall thereafter make no further use, either directly or indirectly, of any such data or any information derived therefrom without obtaining Buyer’s express written consent, and shall thereafter make no further use, either directly or indirectly, of any such data or any information derived therefrom without obtaining Buyer’s express written consent.

8. USE OF INFORMATION: Seller agrees that all information hereof or hereafter furnished to or disclosed by the Buyer to the Seller, in connection with the placing or filling of this order, is furnished or disclosed as a part of the consideration for, this order, that such information is not, under any circumstances, to be furnished by the Buyer, in writing, to be treated as confidential or proprietary and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by the Buyer, its assigns or its customers. No employee or agent of Seller shall be provided with an agreement preventing the disclosure of such information so furnished or disclosed, unless such agreement is made in writing and signed by Buyer’s cognizant general manager. In the event of such an agreement or any other unauthorized disclosure of any such information, Seller shall be liable for damages, including attorney’s fees, all costs, expenses, and fees growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller agrees to defend.

9. DISCLOSURE OF INFORMATION: Seller shall not in any manner advertise or publish the fact that it has furnished, or contracted to furnish Buyer the goods or services herein mentioned without prior written consent of Buyer. Seller shall not disclose any information in writing or in any other form to Buyer to the extent that any such information shall be disclosed, or if such disclosure is made in writing and signed by Buyer’s cognizant general manager. In the event of such disclosure or any other unauthorized disclosure of any such information, Seller shall be liable for damages, including attorney’s fees, all costs, expenses, and fees growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller agrees to defend.

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TeleCommunication Systems Proprietary Level 3