

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

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
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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

