

General Terms and Conditions for Purchase of Products and Services

EnduroSat EAD

DEAR VALUED SUPPLIER,

1. These standard General Terms and Conditions of Purchase (hereinafter “**Terms**”) of **EnduroSat EAD**, having its seat and registered address at 99 Tsarigradsko Shose Blvd., 1113 Sofia, Bulgaria (hereinafter “**EnduroSat**”) shall govern and form part of each EnduroSat’s Purchase Order (hereinafter “**PO**”) for purchase of goods (hereinafter “**Products**”) and services (hereinafter “**Services**”), jointly referred to as “**Supplies**”.
2. These Terms shall be applicable in the absence of a dedicated contract signed between EnduroSat and Supplier related to the Supplies.
3. In the event of any conflict between the documents forming part of a PO, the order of precedence between them shall be: (i) the PO; (ii) EnduroSat’s Specific Conditions (if any); (iii) these Terms; (iv) Supplier’s specifications regarding the Services and the Products to be supplied. All the above shall form the agreement between the Parties (the “**Agreement**”).
4. Any Supplier’s terms and conditions or of any third party which conflict with, depart from and/or supplement these Terms shall not be accepted, unless agreed explicitly in writing by EnduroSat.

Formation of Contract

5. A contract between EnduroSat and Supplier shall be formed upon acceptance of a PO by Supplier by sending back, without modification, acknowledgment of receipt of the PO by e-mail within seven (7) days as from the date on which the PO was issued. Any modification of the PO is subject to the prior written agreement of EnduroSat.
6. If Supplier has submitted an offer, but has not explicitly confirmed a PO, the latter is deemed accepted by Supplier provided that Supplier has not raised any requests for clarifications or modifications within seven (7) days as from the date on which the PO was issued.
7. By accepting the PO, Supplier warrants to have received all the information and documentation allowing it to be bound by and to perform the PO.

8. Supplier is prohibited from commencing performance of the Supplies until it has obtained a PO to such effect.
9. EnduroSat may withdraw from any negotiations at any time prior to acceptance of a PO by Supplier and shall incur no liability whatsoever.

Price

10. The price for the Supplies is specified in the PO and will not be subject to increase unless specifically authorized by a written agreement signed by both EnduroSat and Supplier. Any price decrease announced by Supplier for the same Supplies prior to delivery shall automatically reduce the price of Supplies purchased under the PO by a comparable amount or percentage.
11. Unless otherwise stated in the PO, the prices for the Supplies are:
 - a. fixed for the entire duration of supply of such Supplies under the relevant PO and not subject to any adjustments based on variation in the cost of materials, labor, delivery, taxes or otherwise.
 - b. inclusive of all duties, taxes, levies and all other charges and costs (whether they arise by statute or otherwise).
 - c. payable in Euro.
 - d. inclusive of all costs of delivery to EnduroSat site as well as all packaging, shipping, carriage and insurance.
12. If EnduroSat is required to withhold part of the payment for tax purposes, it shall deduct such tax from the payment to be made to the Supplier and shall pay the remaining amount to the latter. If a tax treaty provides for the application of a reduced rate of withholding tax, EnduroSat shall apply the reduced rate if Supplier provides a proof of residence for tax purposes (or any other document required by tax authorities) at least thirty (30) days prior to the payment date of the invoice.

Invoicing

13. Invoices shall contain the following information: the PO number, full description of the Supplies, number of items ordered and delivered, series number, payment due date, country of origin and customs code, where applicable, date and references of the delivery slip as well as the price of each Supply, and the total price of the Supplies.
14. Supplier shall email invoices at ap@endurosat.com and procurement@endurosat.com unless otherwise directed by EnduroSat in writing.

Payment Term

15. Unless otherwise agreed in the PO, invoices will be paid within forty-five (45) days after receiving an invoice issued in accordance with the requirements of these Terms.
16. Supplier shall not, without EnduroSat's prior express written consent, set off any amounts payable by Supplier to EnduroSat against any receivables owed to Supplier by EnduroSat.

Packaging and Consignment Documents

17. Supplier shall pack the Supplies to prevent damage, foreign object debris/damage, and deterioration.
18. All packaging, packaging materials, storage and warehousing shall be in strict compliance with the PO, the technical specifications, applicable industry rules, related standard practices, any applicable requirements of the carrier, and the applicable laws and regulations of the countries of dispatch, transit and destination.
19. Each package must visibly display on the outside of the packaging, in addition to all legal obligations and/or any specific requirements stated in the PO, the following information: reference to the PO; description of the Supplies; quantity delivered and/or the gross or net weight; serial numbers, if applicable; address of the place of delivery; certificate of conformity; storage conditions.
20. For each delivery, Supplier shall attach a delivery slip containing the packing list as well as the information appearing in the PO used to identify the Supplies and to check the quality and quantity thereof.

Delivery, Inspection and Acceptance

21. Unless otherwise specified in the PO, Supplier shall deliver the Supplies DAP EnduroSat's

office (Incoterms 2020) during usual business hours. The delivery date shall be set forth in the PO. Time is of the essence. If no date for delivery is specified, the date for delivery will be as soon as reasonably possible or as reasonably directed by EnduroSat. EnduroSat must be notified immediately of an impending delay.

22. Without prejudice to EnduroSat's right to terminate the PO, EnduroSat is entitled to charge a penalty of zero point three (0,3%) percent of the price of the delayed Supplies per day of delay, up to a maximum amount of ten (10%) percent of the price of the delayed Supplies. EnduroSat can set-off the penalty from any amounts owed by Supplier. Should any delay exceed one (1) month, EnduroSat shall have the right to withhold payments owed under this or any other PO, or to terminate this PO pursuant to Clause 63. Early or partial deliveries require EnduroSat's prior written consent.
23. Notwithstanding any payment, checks or visual inspection, acceptance of the Supplies shall occur, as the case may be, upon satisfactory completion of the Services, delivery of the Products to the designated place of delivery and written confirmation by EnduroSat. Before acceptance, EnduroSat may perform tests to ensure compliance of the Supplies with the PO and this Agreement. Acceptance of any Supplies shall not be conclusive of the absence of latent defects and shall be without prejudice to the rights of EnduroSat under the PO or at law.
24. EnduroSat may reject any Supplies which EnduroSat determines do not comply with the corresponding PO and this Agreement provided that EnduroSat gives notice to Supplier detailing the non-compliance. Supplier shall have seven (7) days within which to verify the noncompliance and propose remedial measures. If EnduroSat refuses the remedial measures, Supplier shall take back the refused Supplies and replace them with identical quality and type within a reasonable time but no later than 14 (fourteen) days after EnduroSat's notice. The costs and risks associated with the return of the refused Supplies and delivery of the replaced Supplies shall be borne by Supplier.
25. Supplier shall ensure that its officers, employees, agents and contractors, while at the site of EnduroSat comply with mandatory legal requirements and EnduroSat's policies and protocols as to security, health and safety, times and areas of access.

Trade Compliance

26. Supplier shall comply with (i) all laws and regulations related to import and export control, and national security, and (ii) all economic sanctions and restrictions, in force under applicable law as well as the Parties' countries, the United States of America and the United Kingdom and in all international organizations (including the European Union and the United Nations), hereafter collectively referred to as "Trade Regulations".
27. Supplier shall notify EnduroSat, should all or part of the Supplies, including the technologies used for their development and/or manufacture, be subject to any Trade Regulations. Supplier shall ensure that all classification information delivered is complete and accurate.
28. Supplier warrants that it has not used for the development, manufacture and performance of the Supplies any tangible or intangible goods which are controlled by United States of America International Traffic in Arms Regulations ("ITAR").
29. Supplier shall maintain a complete and accurate record of the origin of all components and materials used in the manufacture of the Products. Upon request, Supplier shall provide EnduroSat with full traceability documentation, including but not limited to, certificates of conformity, material test reports, and component manufacturer's datasheets.
30. Supplier shall obtain all required licenses/authorizations permitting the exportation, re-exportation or the transfer of the Supplies in a timely manner so as not to have an adverse effect on the delivery dates. Should a license/authorization be refused or withdrawn prior to the delivery of the Supplies, Supplier shall notify EnduroSat, as soon as possible and at the latest within three (3) working days. EnduroSat shall be entitled to terminate the PO and Supplier shall pay back any and all amounts paid by EnduroSat in advance.
31. Supplier acknowledges and agrees that the Supplies may have both civil and military applications unless Supplier expressly specifies otherwise upon confirmation of the PO.

Title and Risk

32. Supplier warrants that, at the time of delivery, it has the right to sell the Supplies, and the Supplies are free from all liens, charges and encumbrances of any kind.

33. Title to and risk in the Supplies shall transfer to EnduroSat upon written acceptance of the Supplies on the site specified in the PO, except in the case of rejection of the Supplies by EnduroSat due to the non-fulfilment by the Supplier of the terms of the PO and this Agreement. Any rejected Supplies shall be deemed as not delivered, and upon such rejection, title and risk shall revert to Supplier.

Commercial Warranty

34. Supplier warrants that the Supplies are compliant with the product data sheet, technical specifications, the PO, all legal requirements and good industry standards.
35. The contractual warranty period is specified in the PO or Supplier's specifications. If they are silent, the contractual warranty period shall be eighteen (18) months as from the acceptance date. EnduroSat shall have the option to extend the warranty period for an additional fee to be agreed upon by the parties.
36. The contractual warranty covers, at EnduroSat's discretion, the free replacement or repair of the Supplies (including parts and labor). The Supplier shall bear all associated costs, including return shipping and reshipment. If Supplier fails to properly replace or repair the Supplies in a timely manner, EnduroSat reserves the right to perform, or have a third party perform, those obligations at the Supplier's expense and risk. Any Supplies replaced or repaired as described above will be covered by a new warranty period.

Software

37. During the warranty period, Supplier shall provide EnduroSat with all necessary updates, patches, and bug fixes for any embedded software at no additional cost. Following the warranty period, Supplier shall offer to provide software support and maintenance services at commercially reasonable rates.

General Representations and Warranties

38. Seller represents and warrants that:

Materials: Supplies shall be manufactured from new and unused materials, conforming to all specifications and requirements of this Contract and shall be free from defects in materials and workmanship;

Compliance with Specifications: The Supplies will conform to all specifications, drawings, samples, descriptions and quality

standards furnished by EnduroSat, or furnished by Supplier and approved by EnduroSat in writing.

Fitness for the Purpose: Supplier acknowledges that it knows of the EnduroSat's intended use of the Supplies and warrants and guarantees that the Supplies have been selected, designed, manufactured and assembled by Supplier based upon the EnduroSat's stated use and will be fit and sufficient for the particular purposes intended by EnduroSat.

Services: For purchases of Services, Supplier warrants such activity is performed by employees or agents of Supplier who are experienced and skilled in their profession and in accordance with industry standards;

Intellectual Property: The Supplies shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party;

Cyber Security: The embedded software does not contain any viruses, malware, or other malicious code. Supplier maintains IT security measures to ensure all information and automated systems are protected from unauthorized access.

Insurance

39. The Supplier shall, at its expense, procure and maintain, in effect at all times of the effectiveness of this Agreement, insurance policies, including but not limited to general third-party liability insurance policy, a professional liability insurance policy, covering all risks arising from the provision of the Services and the delivery of the Products. The insurance policies shall be issued by a reputable insurance institution of sound financial standing, and shall be applicable on the territory of Bulgaria.

Changes

40. EnduroSat may at any time, by written notice, make changes to the PO. If any such change causes an increase or decrease in the cost or the time required for performance under any part of the PO, an equitable adjustment in the price or delivery schedule, or both as may be required, shall be negotiated by EnduroSat and Supplier, and this PO shall be amended in writing accordingly. If no agreement on the change is reached within a reasonable time but no longer than thirty (30) days from EnduroSat's written

notice, EnduroSat may terminate the respective PO in accordance with Clause 63 below.

Suspension

41. EnduroSat may suspend Supplier's performance of the PO, in whole or in part, at any time, upon giving the Supplier a written notice. Supplier shall be entitled to payment for the reasonable costs pursuant to the PO incurred by Supplier up to the date of suspension. Such costs shall be subject to audit by EnduroSat and shall not exceed the PO price less any amount previously paid to Supplier under the same PO. If the suspension lasts more than one hundred and twenty (120) days, Supplier is entitled to terminate the PO with thirty (30) day written notice.

Liability

42. Supplier shall indemnify and save harmless EnduroSat from and against all claims, demands, proceedings, damages, costs and expenses, including but not limited to claims arising from sanction or export control, intellectual property, confidentiality, personal data, cybersecurity breaches, made against or incurred by EnduroSat which may be caused by Supplier, directly or indirectly, in whole or in part. Supplier's liability shall survive delivery, acceptance, approval or use of the Supplies or any part thereof, by EnduroSat.
43. Notwithstanding any other provision in the PO, EnduroSat's total liability resulting from or in connection with the PO shall not exceed the PO price. In no event whatsoever shall EnduroSat be liable for indirect or consequential damages or for loss of Supplier's use or profit.

Force Majeure

44. Neither Party shall be responsible for any delay in the performance of, or any non-performance of, its obligations under these Terms if such delay or non-performance is the result of a Force Majeure event, and the delay or non-performance cannot be prevented by reasonable efforts by the affected Party. A Force Majeure means any event that is beyond the control and not attributable to any fault or negligence of a Party or its suppliers and subcontractors, and whose effects cannot be avoided by reasonable measures by the affected Party. Force Majeure events shall include, but shall not be limited to, the following: (1) acts of God; (2) acts of terrorism; (3) acts of war and warlike events, whether declared or not;

(4) catastrophic weather conditions such as, but not limited to hurricanes, tornadoes, typhoons; (5) fire, earthquakes, floods, epidemics. Social conflicts (apart from general strikes) and increases in the prices of raw materials shall not be deemed to constitute force majeure events.

45. Each Party shall notify the other Party of the occurrence and the termination of the Force Majeure event within 5 (five) days of its occurrence/termination, regardless of the nature of the event, and propose a remediation plan and a business continuity plan. The force majeure event must be confirmed by the relevant authorities of the country where this event has occurred or proven otherwise beyond reasonable doubt.
46. In the event that the above notification and confirmation were not submitted within the agreed term, the Party claiming the Force Majeure shall be liable for any damages which the other Party has suffered as a result of the non-performance.
47. During any Force Majeure Event affecting the Supplier's performance, EnduroSat may, at its option, source Supplies from other sources and reduce the deliveries sourced from Supplier accordingly, without liability to Supplier, or require Supplier to provide Supplies from other sources in quantities and at times requested by EnduroSat at the price agreed between the Parties for such Supplies.
48. If the Force Majeure event lasts more than 60 (sixty) days, the other Party has the right to terminate the concerned PO by submitting a written notice with immediate effect. If there are any outstanding payments due to Supplier, EnduroSat is not obliged to pay them if the Supplies have not been delivered/ provided in full.

Intellectual Property

49. The intellectual property rights (i) owned or controlled by either party prior to the entering into force of the PO, or (ii) generated or acquired by either party at any time independently from the performance of the PO ("Background IPR") shall remain the property of the owning party.
50. Supplier shall grant to EnduroSat, in consideration for the price, a non-exclusive, irrevocable and worldwide license, with a right to sub-license, to use, and exploit the Background IPR of Supplier, to the extent that such Background IPR is necessary for EnduroSat to

use and exploit the Supplies. This license shall apply to the above-defined extent only, and shall be valid for the duration of the legal protection of the Background IPR in question. In the case of software incorporated into a Supply, the Supplier grants to EnduroSat a non-exclusive right to use the software as incorporated into the Supply, in executable version, for the entire life cycle of the Supply, on a worldwide basis. This right is transferable to the final client using the Supply.

51. All intellectual property rights in specifications, materials, designs, goods created under this Agreement based on EnduroSat's specifications or written directions shall be owned by EnduroSat. If owned by Supplier, Supplier grants EnduroSat a perpetual, worldwide, irrevocable, transferable, royalty-free license (with right to sublicense to affiliates and contractors) to use, maintain, repair, import, distribute, resell, and have goods made.
52. Supplier will defend and indemnify EnduroSat and its affiliates against third-party claims alleging that Supplies infringe intellectual property rights, and pay resulting damages and costs, except to the extent caused solely by EnduroSat's specifications.
53. If Goods include open-source software, Supplier will provide required notices, license terms, and source code where required, and ensure licenses and permits for the intended use.

Confidential Information

54. Each party agrees not to disclose any Confidential Information to third parties or use Confidential Information for a purpose different from performance of the obligations under this Agreement. The obligations set forth in this Clause shall survive termination of any PO for any reason and shall remain binding on the parties for five (5) years following such termination.
55. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly Confidential Information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.
56. "Confidential Information" means any information disclosed by either party to the other

party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, datasheets, user guides, marketing or financial documents), which is designated as "Confidential", "Proprietary" or some similar designation. As confidential shall be treated also any information not specifically designated as such that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential.

Sustainability

57. Supplier acknowledges that the delivery of the Supplies is compliant with all applicable regulations concerning (i) products, chemical substances and dangerous preparations, including during their transportation to the place of delivery; (ii) supply of minerals extracted in conflict areas; (iii) circular economy waste (reuse and recycling); (iv) energy consumption; (v) preservation of natural resources and protection of soils, waters, air, biodiversity and ecosystems; (vi) carbon footprint; (vii) electric protection and protection against fires, electromagnetic / ionizing / optical/radioactive radiations and vibration levels; (viii) health and safety; (ix) prevention of pollution and other nuisances (sound, visual, olfactory). Supplier takes all the appropriate measures to mitigate the carbon footprint related to the manufacturing and the performance of Supplies. If required by applicable legislation, or upon request of EnduroSat, Supplier shall provide information concerning its objectives and action plan put into place to reduce its impact on the environment.

Integrity and Corporate Social Responsibility

58. Each Party, its executives and employees, shall act in compliance with the laws and regulations (including any applicable extraterritorial laws and regulations) against corruption and influence peddling applicable in its country of registration and in the country(ies) in which each Party carries on its business. Whether directly or through third parties, neither Party shall propose any offer, promise, gift, present or benefit to any person for herself/himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable treatment. Neither Party shall solicit or

accept for themselves any offer, promise, gift, present or benefit whatsoever, to make illegitimate use of their influence with a view to making or obtaining any favorable decision.

59. Any violation of Clause 58 shall be deemed a material breach of the Agreement between the Parties, entitling the non-defaulting Party to terminate the PO immediately and without prejudice to any other remedy for which it may be entitled under these Terms and/or law.
60. EnduroSat expects Supplier to work, when possible, with companies employing disabled people, people from disadvantaged communities, for the execution of the PO. Supplier guarantees that it does not utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment practices.
61. Supplier has read and shall comply with the EnduroSat Business Partner Code of Conduct.

Termination

62. Either Party may terminate the Agreement, a part or the whole PO by a written notice with immediate effect: (a) if the other Party becomes insolvent; (b) in the event of a material Force Majeure Event lasting for more than 60 (sixty) days; or (c) if governmental actions or non-actions preclude/exclude the performance of the Agreement or the respective PO, where terminating Party is not the defaulting Party.
63. EnduroSat may terminate this Agreement or a single PO: (a) for convenience, with thirty (30) days prior written notice; or (b) for default, if Supplier is in material breach and the breach is not cured within thirty (30) days after a written notification.
64. Termination of the Agreement howsoever or whenever occasioned shall be without prejudice to any rights and remedies the Parties may have under this Agreement or under the applicable law.
65. The following clauses shall survive any termination or expiry of the Agreement: Clause "Liability", Clause "Intellectual Property Rights", Clause "Confidential Information", Clause "Termination", Clause "Assignment", Clause "General" and all other Clauses of this Agreement and the Appendices that expressly or by their nature survive any termination or expiry of this Agreement or which impose any obligations following the termination or expiry of this Agreement.

66. Upon termination of the Agreement or a PO for convenience, Supplier shall (a) cease work on the affected PO, (b) deliver completed and in-progress Supplies that EnduroSat agrees to purchase, (c) return EnduroSat's materials, and (d) provide reasonable transition assistance at agreed rates.
67. Upon termination of the Agreement or a PO for default by either Party:
- if Supplier is the terminated/defaulting Party, it shall reimburse all received payments under pending POs subject to termination and EnduroSat shall not be obligated to pay any outstanding payments as per the PO in question. In such case Supplier shall compensate EnduroSat for all direct damages incurred by the breach;
 - if EnduroSat is the terminated/defaulting Party, it shall pay the agreed price for the delivered Supplies within thirty (30) days after termination of this Agreement.
68. Expiration or earlier termination of a PO will not affect the validity of another PO, which execution is still in progress except if the termination notice is referencing that second PO.

Transition Support

69. Upon EnduroSat's request to change to an alternative source of the Supplies ("New Supplier"), Supplier is obliged to cooperate in the transition to such New Supplier and to provide, in particular, the following transition support: (i) Supplier will continue production and delivery of all Supplies as ordered by EnduroSat, on the commercial terms stated in the respective PO; (ii) Supplier will promptly provide all requested information and documentation; and (iii) subject to Supplier's reasonable capacity constraints, Supplier shall provide storage and/or management of extra inventory of the Supplies, extraordinary packaging and transportation and other special services as requested by EnduroSat.

Governing Law and Dispute Resolution

70. These Terms are governed by the laws of Grand Duchy of Luxembourg.
71. All disputes arising from the interpretation and/or implementation of this Agreement, the Appendices thereto and the related documents shall be settled by the Parties by negotiation. In the event that the Parties fail to reach an agreement within 60 (sixty) days of the

commencement of the negotiations or such negotiations do not begin until 30 (thirty) days after the written invitation by either Party, all disputes will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a panel of 3 (three) arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The place of arbitration shall be in Luxembourg. The language for conducting of the arbitration proceedings shall be English. The decisions of the arbitration shall be final and binding on both Parties.

General Clauses

72. **Written Form:** Amendments and additions to these Terms must be in writing in order to be effective, unless a stricter form is required by law.
73. **No Waiver:** The failure of EnduroSat at any time to require performance by Supplier shall in no way affect the right to require such performance at any time thereafter.
74. **Severability:** If any provision in these Terms is invalid or unenforceable under applicable law or regulation, such term will be deemed revised or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation, and the remaining provisions of these Terms will remain in full force and effect.
75. **Audit rights:** EnduroSat, or a third party on behalf of EnduroSat, upon a reasonable prior notice and during Supplier's business hours, shall have the right to audit the Supplier's records related to the PO, Supplier's facilities, quality management systems, and manufacturing processes related to the Supplies to ensure compliance with the agreed-upon specifications and these Terms.
76. **Assignment:** Supplier may not outsource or subcontract any of its obligations towards EnduroSat, without EnduroSat's prior written consent. Any such consent of EnduroSat will not release Supplier from, or limit, any of Supplier's liability. Supplier warrants and guarantees that any such subcontractor's performance will satisfy all requirements applicable to Supplier under these Terms and the PO.
77. **Relationship:** Supplier is an independent Supplier. Nothing in these Terms creates a partnership, agency or employment relationship between the Parties.



78. Electronic signatures: The Parties agree that electronic signatures have the same legal effect and bind them as handwritten signatures.

We are looking forward to the successful cooperation with you!

ANNEX 1

NETWORK AND DATA SECURITY

1. Both Parties shall implement and maintain appropriate and proportionate technical, operational, and organizational measures to manage the risks posed to the security of network and information systems used for performance of this Agreement.
2. (1) For data security purposes, each Party shall designate a primary security contact person and inform the other Party of his/her name, email and telephone number. All communication related to security events or incidents shall be directed to those primary security contact persons.
(2) Each Party shall notify the other Party in writing of any changes to its designated security contact persons without undue delay, and in no event later than three (3) working days after the change occurs.
3. (1) For the operational data exchange and communication under this Agreement, the Parties agree to use exclusively the following channels:
 - a) Email: Communication originating from and directed to official company domains (@endurosat.com and @[ClientDomain.com]);
 - b) Instant Messaging: Microsoft Teams;
 - c) Data Exchange and Storage: Microsoft SharePoint;
 - d) Physical transfer: reputable courier service.(2) The use of any other communication channel is strictly prohibited. Any communication or data transfer occurring outside the authorized channels shall be considered a breach of this Agreement.
4. (1) All remote access to EnduroSat's internal resources granted to the Supplier shall be conducted exclusively through a designated cloud-based remote jump host system provided by EnduroSat. No other method of remote access is permitted.
(2) Supplier is responsible for ensuring its authorized users maintain the confidentiality of their credentials for access to EnduroSat's internal resources. Credentials are for the designated user only and must not be shared. Supplier agrees to immediately notify EnduroSat's security contact person if any user's credentials have been or are suspected to have been compromised.
(3) Any attempt by Supplier or its personnel to bypass the designated remote jump host or use unauthorized methods to access EnduroSat's internal resources is strictly forbidden and shall constitute a material breach of this Agreement.
5. (1) In the event of a Security Incident, the discovering Party shall notify the other Party without undue delay and in any event within twenty-four (24) hours after becoming aware of the Security Incident (an early warning). A "Security Incident" shall mean an event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the services offered by, or accessible via, network and information systems of either Party.
(2) The Parties shall cooperate in good faith, preserve relevant logs/evidence, and provide information reasonably necessary for the other Party's notifications to authorities or affected recipients.
6. If Supplier integrates its own subcontractors into services that connect to or rely on EnduroSat's systems, Supplier shall be fully responsible for ensuring that said subcontractors are contractually bound by security obligations that are at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of these clauses caused by its subcontractors.