

# Network Services and Equipment Terms and Conditions

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customers") using satellite services and/or terrestrial based network connectivity services, including but not limited to VSAT, uplink/teleport services, colocation, Internet and private terrestrial access services (collectively "Services") and/or associated sale or rental of equipment ("Equipment") (collectively "Network Services") provided by OneWeb Technologies Inc. dba Eutelsat Network Solutions ("Eutelsat Network Solutions").

## 1. PROVISION OF NETWORK SERVICES BY EUTELSAT NETWORK SOLUTIONS

- (A) These Terms and Conditions, a Eutelsat Network Solutions' Subscriber Application ("Subscriber Application"), a Service Order Agreement ("SOA") if applicable and/or Customer's written acceptance of a Eutelsat Network Solutions quotation, when taken together, will govern the provision by Eutelsat Network Solutions of Network Services to Customer. There are no other agreements (oral or implied), warranties or understandings, and from time to time, Eutelsat Network Solutions may, at its sole discretion, add, delete or modify the portfolio of Network Services made available to Customer under these Terms and Conditions.
- (B) In the absence of an SOA or a quotation signed by Customer, Customer's verbal instruction or issuance to Eutelsat Network Solutions of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively "Purchase Order(s)") will constitute Customer's acceptance of a Eutelsat Network Solutions quotation. Any Customer Purchase Order for Network Services accepted by Eutelsat Network Solutions will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. All future orders for Network Services will be governed by these Terms and Conditions, unless otherwise agreed in writing. Future orders will be subject to Eutelsat Network Solutions' acceptance, which may be withheld for any reason or for no reason.

## 2. SERVICE AND EQUIPMENT SPECIFIC TERMS AND CONDITIONS

- (A) Satellite Communications Services.
- (1) Eutelsat Network Solutions owns and operates teleport facilities located on Ellington Field Joint Reserve Base in Houston, Texas. In addition, Eutelsat Network Solutions operates teleport and network facilities internationally; however, Eutelsat Network Solutions does not own or operate its own satellite(s) nor does it own all terrestrial connectivity used to provide the Services. Accordingly, Eutelsat Network Solutions purchases satellite capacity and terrestrial connectivity from third party suppliers (collectively "Suppliers").
- (2) Customer understands and acknowledges that the obligations of Eutelsat Network Solutions and the provision of Services and sale or rental of Equipment under these Terms and Conditions are subject to the terms of the agreements under which Eutelsat Network Solutions purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation of this Agreement is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract. Eutelsat Network Solutions shall use commercially reasonable efforts to notify Customer in advance of a suspension, modification or discontinuation of any of the Eutelsat Network Solutions Services or Equipment, but Eutelsat Network Solutions may nevertheless modify or discontinue any of the Eutelsat Network Solutions Services or Equipment at any time without notice or liability. Eutelsat Network Solutions represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.
- (3) Full Period Services. Services may be temporarily unavailable or limited because of limitations,

network equipment failures or distress or any other emergency pre-emption as required by Eutelsat Network Solutions or a Supplier. Services may also be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Eutelsat Network Solutions Supplier. Eutelsat Network Solutions will have no liability for those Services (i.e., satellite capacity and/or terrestrial connectivity) provided by its Suppliers.

- (4) On-Demand Services. Services provided on an “On-Demand” basis are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, satellite coverage, satellite viability, atmospheric and like limitations or distress or any other emergency pre-emption as required by Eutelsat Network Solutions or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. Eutelsat Network Solutions has no liability for unavailability or malfunction of Suppliers’ networks.
- (5) Where applicable, the use and restoration of Services shall be in accordance with Part 64, Subpart D of the U.S. Federal Communications Commission (FCC) Rules and Regulations which specify the priority system for such activities.
- (6) Improper Illumination. “Improper Illumination” is defined as any of the following: (a) transmissions other than as specified in writing by Eutelsat Network Solutions, or (b) transmissions of an incorrect frequency, or (c) transmissions at excessive power levels, or (d) any illumination that could cause harm to or interference on any transponder or space segment on any satellite. If Eutelsat Network Solutions detects or is informed of any Improper Illumination of any Service provided under these Terms and Conditions, Eutelsat Network Solutions will immediately notify Customer. Customer shall take immediate corrective action to stop the Improper Illumination. If capable, and as soon as capable, Eutelsat Network Solutions will temporarily suspend, with no liability to Customer, any affected Services should Customer be unable to rectify the Improper Illumination within five (5) minutes from notification by Eutelsat Network Solutions of the Improper Illumination. Such affected Services will be suspended until Customer demonstrates to Eutelsat Network Solutions’ sole satisfaction that the Improper Illumination is rectified. Customer will be charged and will pay any amount that Eutelsat Network Solutions is required to pay to its Supplier or other telecommunications service provider(s) under any Other Contract due to any Improper Illumination attributable to Customer. Eutelsat Network Solutions will timely inform Customer in writing of any liability Eutelsat Network Solutions incurs as a result of such Improper Illumination. It is Customer’s responsibility to provide Eutelsat Network Solutions prior to the implementation of Services with a telephone number(s) at which Eutelsat Network Solutions can contact Customer twenty-four hours per day, seven days per week, 365/366 days per year. In addition, Eutelsat Network Solutions has the right, in its sole discretion, to take immediate action, including but not limited to suspending or terminating any affected Service(s), in order to protect Eutelsat Network Solutions’ services and/or interests.
- (7) Customer is liable for the content it transmits, posts, distributes, stores, or hosts through the use of the Services or Equipment (“Customer Content”). Customer acknowledges that Eutelsat Network Solutions does not monitor such content. Neither Customer nor any person or entity on their behalf shall use the Services to post, transmit, distribute, or store any content or information: (i) in violation of any applicable law, statute, code, ordinance or regulation; (ii) in a manner that will infringe the intellectual property or other proprietary rights of Eutelsat Network Solutions or any third party; (iii) that is defamatory or libelous; or (iv) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information (personal or otherwise). Eutelsat Network Solutions has the right, in its sole discretion, to take immediate action, including but not limited to, suspending or terminating any Service(s) that violate the content requirements. Further, Customer will not use the Services or Equipment provided hereunder in an

abusive or fraudulent manner, including but not limited to:

- a) Accessing or attempting to access Services by using an unauthorized device or tampering with or altering Equipment;
- b) Obtaining or attempting to obtain permission to use the Services by providing false or misleading information;
- c) Obtaining Services or Equipment without having the intent to pay charges incurred;
- d) Intentionally interfering with or causing disruption in the provision of Services to other Eutelsat Network Solutions' Customers.

### 3. PAYMENT TERMS

(A) Acceptance of Service(s). Billing for Services (or any part thereof) will commence upon Customer's acceptance of Service at each Customer site. For the purpose of these Terms and Conditions, acceptance is defined as follows: the earlier of (i) Customer's signature of a Service Acceptance Certificate or forty-eight (48) hours from implementation and/or activation of Services at the Customer site, provided that Customer does not notify Eutelsat Network Solutions in writing that the Services failed to perform in accordance with the specifications in a material aspect within the 48-hour time period.

(B) Invoicing and Payment.

i) For Services. Eutelsat Network Solutions will invoice Customer the following amounts, as applicable:

(i) deposit; (ii) non-recurring charges; and (iii) the first monthly recurring service charge ("MRSC") for the Services as specified in the quotation. Customer shall pay invoiced amounts to Eutelsat Network Solutions in full, without the requirement of notice and without offset or deduction, in U.S. Dollars by wire transfer to such bank account as designated by Eutelsat Network Solutions within thirty (30) days from the date of the invoice. Payment shall be deemed made as of the date and time of receipt by Eutelsat Network Solutions. Eutelsat Network Solutions shall invoice monthly in arrears at Eutelsat Network Solutions' then current standard rates for any services provided on a time and materials basis, and monthly in advance for any MRSC. For the avoidance of doubt, timely payment shall be a material term. A late payment charge of 1½ percent per month or the maximum rate permitted by law, whichever is lesser, shall be added to past due balances from the original due date. Partial- month Services shall be pro-rated based on a thirty (30) day month. Partial-day Services shall be considered a full day.

ii) For Equipment. Unless otherwise agreed in writing by the parties or specified in a quotation, invoices for Equipment will be sent on or after the date of shipment and will include all applicable Taxes (see E. below). Customer shall pay invoiced amounts to Eutelsat Network Solutions in full within thirty (30) days from the date of the invoice, without the requirement of notice and without offset or deduction, in U. S. Dollars by wire transfer to such bank account as designated by Eutelsat Network Solutions. Payment shall be deemed made as of the date and time of receipt by Eutelsat Network Solutions.

- (C) Deposits. Eutelsat Network Solutions may require payment of a deposit from the Customer prior to ordering or commencement of Services (or at a later date) or prior to purchasing Equipment of such amount as Eutelsat Network Solutions reasonably requires as security for the payment of any charges payable under the applicable quotation. Eutelsat Network Solutions shall repay any deposit held (or the balance of any deposit where any part of it has been used towards the payment of charges) to Customer upon the expiration or termination of Services.
- (D) Disputed Amounts. Customer shall notify Eutelsat Network Solutions within ten (10) days of receipt of an invoice in the event it disputes any invoiced amount, and shall timely pay any undisputed charges. In the event that any disputed amount is not paid in full when initially due and said amount is later determined to be a valid charge, Eutelsat Network Solutions shall assess and Customer shall pay a late payment fee of 1½ percent per month or the maximum rate allowed by law, whichever is lesser, calculated against the outstanding balance from the original date due plus costs of collection including reasonable attorneys' fees.
- (E) Additional Charges. All charges payable by Customer hereunder shall be net of any and all sales, use, withholding or other taxes, duties, fees, assessments (including government and/or signatory "mark-up" on space segment), or similar liabilities, however denominated, which may now, or hereafter, be levied on the Services and/or Equipment provided by Eutelsat Network Solutions, or payments made under these Terms and Conditions, chargeable to or against Customer or Eutelsat Network Solutions by any applicable government authority, including any regulatory body (collectively, "Taxes"). All Taxes shall be the responsibility of, and payable from its own account by, Customer. To the extent any Taxes are imposed against and required to be paid by Eutelsat Network Solutions, Eutelsat Network Solutions shall pay such Taxes directly to the relevant government authority and Customer shall reimburse Eutelsat Network Solutions for the full amount thereof, in accordance with the payment terms herein, for such payments upon receipt of an invoice from Eutelsat Network Solutions. Taxes imposed on the income or gross receipts of Eutelsat Network Solutions shall be the responsibility of and payable by Eutelsat Network Solutions. Eutelsat Network Solutions will provide reasonable assistance to Customer to minimize the amount of such Taxes. Eutelsat Network Solutions shall charge and Customer shall pay a three percent (3%) processing fee on all Customer payments made by credit card.
- (F) Outage Credit.
- i) For Services. Subject to paragraph (b) below and unless otherwise stated in a quotation, a pro rata credit allowance ("Outage Credit") will be given to Customer for the total Outage period(s) during any given consecutive twelve (12) month period, not including the period permitted under the service availability commitment (e.g. for a service availability commitment of 99.5% in any given twelve (12) month period, Outages totaling 0.5% or less would not be subject to an Outage Credit). For Services, an Outage is defined as a complete loss of the ability to originate or receive voice or data communications causing the service availability to fall below the service availability commitment specified in a quotation in any twelve (12) month period.
- ii) For terrestrial (e.g. backhaul) services. Eutelsat Network Solutions will specify in the quotation to Customer the service availability that it receives from its Suppliers, if any. In the event of failure or degradation of a terrestrial service, Eutelsat Network Solutions will pass through and credit Customer's account with a rebate equal to the rebate that Eutelsat Network Solutions receives from its Suppliers, if any.

Outage Credit, if any, will be applied against the charges payable to Eutelsat Network Solutions and will be expressly indicated on the final invoice to Customer for the 12 month period in which the Outage Credit applies, for the period of the Outage, or prorated portion thereof, after written request to Eutelsat Network Solutions. No other liability may in any event attach to Eutelsat Network Solutions on account of interruption or failure to provide the terrestrial services. All Outage Credit(s) will be treated as liquidated damages and not as penalties. Outage Credit does not apply to

Outages, (i) caused by Force Majeure, (ii) caused by the negligence of Customer or others authorized by Customer when using Equipment, (iii) caused by power failures or similar occurrences not attributable to Eutelsat Network Solutions, (iv) occurring during periods when Customer has elected not to allow for testing or repair, (v) caused by rain fade, solar outages or flares, extreme weather, or damage to satellites, or  
(vi) caused by the failure of equipment or facilities not provided by Eutelsat Network Solutions.

Service terms of less than twelve (12) months for Services or terrestrial services are not eligible for Outage Credit.

#### **4. EQUIPMENT**

- (A) Delivery/Risk of Loss/Title. Equipment shall be shipped FOB Origin or Plant, or in the case of international shipments EXW Eutelsat Network Solutions' facility INCOTERMS® 2013 Risk of Loss in the Equipment shall transfer to Customer upon delivery to the common carrier at Eutelsat Network Solutions' facility. Notwithstanding anything contained here to the contrary, Customer shall be responsible for all costs of shipping and importation from Eutelsat Network Solutions' facility to Customer's destination, including, but not limited to VAT, sales, use, or privilege taxes, import duties or excise taxes, or any similar charge which may be levied as a result of the shipment of any Equipment to Customer. Eutelsat Network Solutions shall use commercially reasonable efforts to make arrangements with a common carrier designated by Customer, at Customer's expense, to accept the Equipment at Eutelsat Network Solutions' facility for shipment. If Customer is unable to accept shipment or delivery of Equipment for any reason, Eutelsat Network Solutions will store such Equipment, subject to availability of space, free of charge for a period of thirty (30) days. If at the end of such 30 day period Customer is still unable to accept shipment or delivery, then Eutelsat Network Solutions will charge Customer and Customer will pay Eutelsat Network Solutions a storage fee of one hundred dollars (\$100.00) per month, on a pro-rata basis, for each 4 ft x 4 ft x 4 ft pallet space, or fraction thereof, required to store the Equipment. Customer will be solely responsible for risk of loss or damage in any Equipment stored by Eutelsat Network Solutions pursuant to this clause. Title to Equipment will transfer from Eutelsat Network Solutions to Customer upon Eutelsat Network Solutions' receipt of payment in full for the Equipment.
- (B) Security Interest. Eutelsat Network Solutions retains a purchase money security interest in the Equipment and all proceeds of the Equipment, including, but not limited to, insurance proceeds, to the extent such Equipment is shipped but not paid for in full. Failure of Customer to pay all charges related to any Equipment when due shall give Eutelsat Network Solutions the right, without liability, to repossess the product, with or without notice or court order, and to avail itself of any legal remedy. Customer agrees to execute and deliver such financing statements and other documentation as Eutelsat Network Solutions may reasonably request to perfect and protect Eutelsat Network Solutions' interest in such Equipment.
- (C) Manufacturer's Warranties. To the extent permitted by or available from the third party manufacturer of any Equipment, Eutelsat Network Solutions will pass through to Customer any warranties provided by such manufacturer. Unless stated otherwise in the quotation or elsewhere in these Terms and Conditions, Customers' sole recourse for breach of such warranties shall be to make a claim directly to the applicable manufacturer.

(D) Use of Customer Equipment. Title to all equipment and facilities that Eutelsat Network Solutions uses to provide Services will remain with Eutelsat Network Solutions. If Customer connects its own equipment to Eutelsat Network Solutions' Equipment, Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Services, Eutelsat Network Solutions' network or its Suppliers network(s), or any other services or customers of Eutelsat Network Solutions. Customer is responsible for the compatibility of its equipment with the network and failure to do so will constitute breach by Customer of these Terms and Conditions. Customer will provide and pay for all equipment and services required to connect Customer-provided equipment to the Services. Notwithstanding the foregoing, Customer may, subject to Eutelsat Network Solutions' consent, appoint Eutelsat Network Solutions as its agent for purposes of procuring related telecommunications services, in particular, local exchange, backhaul, interexchange, or bypass carrier facilities ("Facilities") to terminate Customer's calls to Customer's designated location(s). Customer will be responsible for payment for all such Facilities. Customer shall be liable and responsible for all actions and obligations incurred on its behalf by Eutelsat Network Solutions in its capacity as Customer's agent pursuant to this Article, and shall accept and pay Eutelsat Network Solutions for all flow-through costs associated with such Facilities (or the termination of such services), including without limitation, all installation fees and monthly recurring fees, plus any applicable taxes. Customer acknowledges and agrees that Eutelsat Network Solutions will have no liability or responsibility for any Facilities. Any service level parameters and related warranties, pricing, surcharges, outage credits, required commitments, termination liability and other terms relating to the Facilities are those of the third party provider or carrier of such Facilities, and not Eutelsat Network Solutions.

(E) Order Cancellation. Once Customer places an order with Eutelsat Network Solutions, that order is not cancellable unless Customer provided written notice of cancellation to Eutelsat Network Solutions within five (5) business days after placement of the order. In the event that Customer returns any Equipment to Eutelsat Network Solutions for warranty purposes, in accordance with these Terms and Conditions, Customer will bear all shipment and insurance costs related to such return shipment. All Equipment returned to Eutelsat Network Solutions must have a Eutelsat Network Solutions-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the Eutelsat Network Solutions facility as directed by Eutelsat Network Solutions. An RMA number may be obtained by calling Eutelsat Network Solutions' S-NOC at +1-832-448-1030 or by email at s-noc@eacowt.com. Equipment returned without an RMA number will be returned to Customer at Customer's expense.

(F) Installation and Maintenance.

- a) The date for Service implementation or Equipment installation and/or maintenance services to be performed or provided by Eutelsat Network Solutions will be as set forth in the applicable quote or mutually agreed otherwise by the Eutelsat Network Solutions and Customer (the "Start Date"). Customer shall furnish access to and egress from Customers' premises, and appropriate workspace for any Eutelsat Network Solutions personnel working at Customer's premises as necessary for performance of those portions of the services to be performed at Customer's premises. Customer shall timely procure, at its own cost, all zoning/planning permissions, property permits, landlord consents, and any other licenses of any kind necessary to receive and use the Services and Equipment. Eutelsat Network Solutions shall not be liable for failure to the to meet the Start Date when such failure is due to an act or omission by Customer. Customer will reimburse Eutelsat Network Solutions for all out-of-pocket expenses incurred by Eutelsat Network Solutions as a result of failure to meet the Start Date caused by Customer. Customer's sole remedy for a failure by Eutelsat Network Solutions to implement Services, install Equipment or provide maintenance

services by the Start Date or provide Services at any time during the contracted term will be for Customer to request an Outage Credit as specified in Article 3 (F).

- b) If stated on the quotation, and unless otherwise agreed, installation services will be provided by Eutelsat Network Solutions or its subcontractors, on a time and materials basis at Eutelsat Network Solutions' then current rates for labor, or at the rates set forth in the applicable quotation.
- c) If stated on the quotation, Eutelsat Network Solutions will provide maintenance services in relation to the Services. On-site maintenance will be made available on a time and materials basis at Eutelsat Network Solutions' then current rates for labor, or at the rates set forth in the applicable quotation. Customer agrees to comply with all reasonable instructions that Eutelsat Network Solutions may give, from time to time, and to provide all necessary assistance to Eutelsat Network Solutions in diagnosing any Service faults.
- d) Where required by law or regulations or at the request of Eutelsat Network Solutions, Customer will install, maintain and/or pay reasonable expenses incurred by Eutelsat Network Solutions to provide special facilities and protective apparatus at locations involving high voltage power and/or hazardous materials.

## **5. CANCELLATION/SUSPENSION /TERMINATION OF SERVICES**

### **(A) By Customer.**

- 1) Customer may cancel Services prior to Service Acceptance or may cancel Equipment in accordance with Section 4(E). In the case of such cancellation of Services, Customer shall notify Eutelsat Network Solutions in writing in accordance with Article 18, Notices, of such cancellation or termination and shall reimburse Eutelsat Network Solutions for all costs incurred by Eutelsat Network Solutions up to and including the date Eutelsat Network Solutions receives and acknowledges such written notice plus an administrative fee equal to fifteen percent (15%) of such costs.
- 2) Customer is responsible for notifying Eutelsat Network Solutions, in writing, of any requirement to terminate or temporarily suspend Services. Such termination or temporary suspension of Services will be effective only after Eutelsat Network Solutions' receipt of Customer's written request and Eutelsat Network Solutions' acknowledgement of receipt of Customer's written request. Eutelsat Network Solutions will use reasonable endeavors to respond to Customer's written request within one (1) business day. All such requests must be in writing and sent to: (Fax): +1-281-999-4455 or (Email): [sales.support@eacowt.com](mailto:sales.support@eacowt.com). There will be no pro-rata refunds for termination or suspension of Services. Customer will remain liable for all charges including, but not limited to, MRSC up to and including the last day of the billing period in which Eutelsat Network Solutions acknowledges receipt of Customer's written request for termination or temporary suspension of Services. In the event Customer terminates Services prior to expiration of the contracted term specified in the quotation and/or in an applicable SOA, Eutelsat Network Solutions will accelerate all applicable MRSC for the balance of the term including other fees and payments due with respect to the terminated Services, and Customer shall pay Eutelsat Network Solutions a termination fee as liquidated damages and not as a penalty an amount equal to the remaining number of months in the term of service times the MRSC plus all other charges, fees, and payments accrued prior to the date of the termination.
- 3) Customer's termination of any Services provided by Eutelsat Network Solutions on a month-to-month basis or any other indefinite term require a minimum of thirty (30) days advance written notice by Customer as specified in this Article.
- 4) Customer may terminate Services or an Equipment purchase upon written notice to Eutelsat Network Solutions if Eutelsat Network Solutions: (a) breaches any material term of these Terms and Conditions which remains uncorrected for ninety (90) business days after receipt of written notice from Customer specifying the alleged failure; or (b) becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization

or insolvency proceedings are instituted by or against it and such proceedings are not dismissed or vacated within thirty (30) days of filing, or (c) in the event that an Other Contract for the purchase of Services or Equipment by Eutelsat Network Solutions expires or is terminated. In the event Customer terminates these Terms and Conditions in accordance with the foregoing, Customers must cease use of the Services, and no further payments shall be payable by Customer, except for payments concerning obligations relating to periods prior to and including the termination date.

(B) By Eutelsat Network Solutions.

- 1) Eutelsat Network Solutions may terminate provision of Network Services without liability: (a) immediately upon written notice if Eutelsat Network Solutions is prohibited from furnishing any of the Services or Equipment set forth in the quotation by any applicable government authority; (b) upon thirty (30) days written notice if a change in any applicable law or regulation materially increases Eutelsat Network Solutions cost to provide any of the Services or Equipment, or (c) in the event that an Other Contract for the purchase of Services or Equipment expires or is terminated, provided that termination will only be with respect to the Service and/or Equipment provided pursuant to that Other Contract.
- 2) In addition, notwithstanding any other term or condition of these Terms and Conditions, Eutelsat Network Solutions may, with no liability whatsoever, suspend or terminate the provision of Services, in whole or in part, upon written notice to Customer if:
  - a) Customer breaches any term of these Terms and Conditions and such breach is not cured within thirty (30) days (or ten (10) days for breach of a payment obligation);
  - b) lawfully ordered to cease operation of Services by the Federal Communications Commission, a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Eutelsat Network Solutions to provide Services to Customer are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of right of condemnation or eminent domain, Eutelsat Network Solutions will have the right, upon written notice to Customer, to terminate the Services affected by the taking;
  - c) Customer violates any laws or regulations of any applicable government authority in connection with Customer's use of any of the Services or Equipment;
  - d) Customer assigns or attempts to assign this Agreement, an Order, or any rights thereunder, to a third party except as permitted by these Term and Conditions;
  - e) Customer commits any action or makes any representation related to Eutelsat Network Solutions that is not expressly authorized by this Agreement; or
  - f) Customer files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against it.

In the event of termination pursuant to the above, Eutelsat Network Solutions will accelerate all applicable MRSC for the balance of the term including other fees and payments due with respect to the terminated Services, and Customer shall pay Eutelsat Network Solutions a termination fee as liquidated damages and not as a penalty in an amount equal to the remaining number of months in the term of service times the MRSC plus all other charges, fees, and payments that had accrued prior to the date of the default or breach, together with all other costs and expenses of collection, including reasonable attorneys' fees.

CUSTOMER ACKNOWLEDGES THAT THE PRECISE AMOUNT OF EUTELSAT NETWORK SOLUTIONS' DAMAGES WOULD BE EXTREMELY DIFFICULT TO CALCULATE AND THAT SUCH TERMINATION FEE REPRESENTS A REASONABLE ESTIMATE OF EUTELSAT NETWORK SOLUTIONS' ACTUAL DAMAGES.



The rights of termination, restriction or suspension set forth in this Article are in addition to any other remedies available to Eutelsat Network Solutions under these Terms and Conditions, or at law or in equity.

## **6. COMPLIANCE WITH LAWS/RULES/REGULATIONS**

- (A) Both Eutelsat Network Solutions and Customer shall comply with all applicable laws, rules or regulations imposed by applicable government authorities. Customer is responsible for obtaining, at its sole expense, all necessary licenses, approvals, permits consents and government authorizations that may be required for Customer to use the Services and/or Equipment. Customer may only use the Services and/or Equipment in the satellite coverage area identified on the quotation. Eutelsat Network Solutions shall not be held responsible for any operational restrictions, customs, license or permit fees required for use of the Services and/or Equipment in the country in which Customer uses the Services and/or Equipment. Eutelsat Network Solutions will have no responsibility for fines associated with terminal seizure or for legal ramifications of using the Services and/or Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country.
- (B) Eutelsat Network Solutions' obligation to provide any Services, Equipment, products or information is subject to the laws, rules and regulations of the United States regarding export restrictions ("U.S. Export Laws") and that the export of such services, products, or information to non U.S persons may be prohibited, limited or delayed without a proper export license. If required, Customer agrees to cooperate fully with Eutelsat Network Solutions to obtain such a license. Customer will not use, distribute, transfer or transmit any products, information or services provided under these Terms and Conditions except in compliance with U.S. Export Laws. In no event shall Eutelsat Network Solutions be obligated under these Terms and Conditions to provide access to or furnish any services, products, or information to any person except in compliance with applicable U.S Export Laws, policies and license conditions, as construed by Eutelsat Network Solutions. For any Service and/or Equipment provided to non-U.S. locations, Customer shall be deemed to be the exporter of record.
- (C) Both Eutelsat Network Solutions and Customer shall comply with the United States Foreign Corrupt Practices Act ("FCPA"), the UK Anti-Terrorism, Crime & Security Act of 2001, the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related laws and implementing legislation applicable to these Terms and Conditions. Accordingly, Customer certifies, warrants, and represents that its subcontractors, consultants, sales representatives, agents, or other similar parties retained directly or indirectly acting in any capacity, will not make, authorize or offer any payment, or give, authorize the giving of, or offer anything of value, directly or indirectly, with respect hereto or otherwise:

- a) to any official or employee of any government, state-owned enterprise or international organization,
- b) to any person acting in an official capacity for or on behalf of any government, state-owned enterprise or international organization, or
- c) to any political party or to any person known to be a candidate for any office in any government in order to (a) influence any act or decision in any such person's official capacity, (b) induce any such person to violate his lawful duty, or (c) induce any such person to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

For purposes of verifying compliance with this Section, Eutelsat Network Solutions may conduct audits of Customer's relevant books and records, at the audited party's regular place of business during regular working hours using independent auditors at the expense of Eutelsat Network Solutions. Customer agrees to flow down this audit provision to any authorized representatives it retains in any capacity. Notwithstanding any other provision in these Terms and Conditions, Eutelsat Network Solutions shall have the right to immediately seek appropriate interim relief or to terminate provision of Services upon written notice, if it determines in its sole discretion that Customer is in breach of this Section.

## **7. NONDISCLOSURE**

- (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, or request from any governmental authority, Eutelsat Network Solutions shall keep confidential all information or data furnished by Customer or otherwise acquired by Eutelsat Network Solutions through performance. Such information will not be released by Eutelsat Network Solutions to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of Eutelsat Network Solutions is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications service provider provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by Eutelsat Network Solutions to collect outstanding balances owed to Eutelsat Network Solutions by Customer; or (v) to a law enforcement agency whenever Eutelsat Network Solutions has reasonable grounds to believe that Customer has knowingly supplied Eutelsat Network Solutions with false or misleading information or is otherwise involved in unlawful activities.
- (B) Both Eutelsat Network Solutions and Customer will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. Customer will indemnify Eutelsat Network Solutions against claims by third parties resulting from breach or inadequate observance by Customer of the provisions of this Article 7(B).

## **8. DISCLAIMER OF WARRANTIES** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, EUTELSAT NETWORK SOLUTIONS DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OF NON-INFRINGEMENT, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE WITH RESPECT TO THE SERVICES AND/OR EQUIPMENT.

## 9. LIMITATION OF LIABILITY

- (A) LIABILITY EXCLUSIONS. Eutelsat Network Solutions does not undertake to generate or initiate telecommunications, but offers the use of its facilities and/or services to customers for the transmission of telecommunication services. Eutelsat Network Solutions will have no liability whatsoever to Customer including, but not by way of limitation, related to: (i) unlawful or unauthorized use of the Services or Equipment; (ii) Customer Content; (iii) the downloading or use of data or information obtained using the Services; (iv) any outage, unavailability or degradation in the Services due to malfunction of any satellite or other equipment or any other cause; (v) the loss of data due to use or non-use (because of interruption) of the Services; (vi) the failure or interruption of a third party's (including any Eutelsat Network Solutions Supplier or provider) services, facilities, network, equipment, or software; (vii) any use of the Services or Equipment not otherwise permitted by these Terms and Conditions or under any law or statute; (viii) any unauthorized modification to the Services or Equipment or use of the Services or Equipment with other services and equipment not authorized by Eutelsat Network Solutions; (ix) any unavailability, delay, interruption, disruption or degradation in or of the space segment, or of any telecommunications carried on the space segment, or of any terrestrial services, regardless of cause including, but without limitation, equipment failure or malfunction.
- (B) EUTELSAT NETWORK SOLUTIONS' LIABILITY. SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE FOLLOWING LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW. TOTAL LIABILITY FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS AND ANY AND ALL SERVICE OR EQUIPMENT FROM ANY CAUSE OR CAUSES AND REGARDLESS OF LEGAL THEORY ASSERTED INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR STATUTORY LIABILITY, SHALL NOT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID BY CUSTOMER TO EUTELSAT NETWORK SOLUTIONS IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE MOST RECENT CAUSE OF ACTION.
- (C) CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS, OR LOSS OF BUSINESS, DATA, OR GOODWILL, REGARDLESS OF WHETHER THESE DAMAGES WERE REASONABLY FORESEEABLE.

## 10. INDEMNIFICATION

- (A) By Customer. In addition to Customer's indemnification obligation under Article 7 (B), Customer will defend, indemnify and hold harmless Eutelsat Network Solutions and its affiliates and their officers, directors, employees, contractors, suppliers and agents (collectively, for purposes of this Article 10 (A), "Eutelsat Network Solutions") from and against any and all claims, demands, proceedings, suits and actions, and any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses (including reasonable attorneys' fees and disbursements) (collectively, "Claims"), incurred by, borne by or asserted against Eutelsat Network Solutions to the extent such Claims in any way relate to, arise out of or result from: (i) Customer

Content or any other data or information provided to Eutelsat Network Solutions in connection with these Terms and Conditions; (ii) any breach or alleged breach of these Terms and Conditions or Order by Customer ; (iii) the use of the Services or Equipment by Customer other than as permitted by these Terms and Conditions; or (v) bodily injury, death or property damage to the extent arising out of the negligence or willful misconduct of Customer, its employees, officers, members/directors, contractors or agents in connection with these Terms and Conditions.

(B) By Eutelsat Network Solutions. Eutelsat Network Solutions shall indemnify Customer and its affiliates and their officers, directors, employees, contractors and agents (collectively, for purposes of this Article 10 (B), "Customer") and hold such parties harmless from and against any and all Claims, incurred by, borne by or asserted against Customer to the extent such Claims in any way relate to, arise out of or result from: (i) any infringement by Eutelsat Network Solutions of any U.S. intellectual property rights held by any third party due to Customer's use of the Services or Equipment, unless such infringement results from: (a) modifications made to Equipment by Customer, (b) the use of the Service or Equipment in a manner not permitted by or inconsistent with these Terms and Conditions or any applicable Equipment manuals or specifications, or (c) Customer information; or (ii) bodily injury, death or property damage to the extent arising out of the sole negligence or willful misconduct of Eutelsat Network Solutions, its employees, officers, members/directors, contractors or agents in connection with these Terms and Conditions. In the event that any Claims related to this Section B

(i) are (or likely to be in Eutelsat Network Solutions' sole opinion) incurred by or asserted against Customer, Eutelsat Network Solutions may, at Eutelsat Network Solutions' sole option and expense: (a) obtain the right for Customer to continue using the Services or Equipment subject to the Claim; (b) modify the Services or Equipment so that it is no longer infringing provided, however that such modifications shall not substantially diminish the functionality offered by such item or substantially deviate from the requirements of the applicable Order(s); or (c) replace the Services or Equipment with a substantially similar product or service provided that such replacement conforms to the material requirements of the applicable Service or Equipment Order(s). In the event Eutelsat Network Solutions is unable to accomplish the foregoing three options, Eutelsat Network Solutions may terminate the Services and these Terms and Conditions without liability except for any indemnity obligation under B (i) above.

## **11. INTELLECTUAL PROPERTY**

Neither Party grants, assigns, conveys or transfers to the other any interest, license or other right, whether by estoppel, implication or otherwise, in or to any patent, copyright, trade secret, trademark, service mark or other intellectual property right. Neither the provision nor use of any services or equipment hereunder, nor other acts of omissions by either Party, shall be construed as establishing any such grant or transfer. Each Party retains all intellectual property rights that it holds.

## **12. FORCE MAJEURE**

Eutelsat Network Solutions shall not be liable for any failure of or delay in performance hereunder arising out of or resulting from causes beyond its reasonable control ("Force Majeure") including, but not limited to, acts of God; fire; flood; adverse weather conditions; meteorological or atmospheric occurrences or disturbances (including, but not limited to, sun outages) or other natural events; strikes; lockouts or other labor disputes; delay in delivery of Equipment; delay in performance of subcontractors to the extent such delay is beyond Eutelsat Network Solutions' reasonable control; acts of government (including, but not limited to, any law, rule, order, regulation or direction of any applicable government, civil or military authority); preemption of existing services to restore service in compliance with Part 64,

Subpart D of the Federal Communications Commissions' Rules and Regulations; national emergencies; insurrections; riots; acts of war; civil disorder; quarantine restrictions; or embargoes. Eutelsat Network Solutions' obligation to perform will be suspended for the duration of the period of Force Majeure and will resume as soon as reasonably possible upon the cessation of the event of Force Majeure.

### **13. PUBLICITY**

Neither party shall (i) use any service or trade mark of the other party; or (ii) issue a public notice or news release concerning the provision of Services and/or Equipment by Eutelsat Network Solutions without the prior approval of the other party, which consent shall not to be unreasonably withheld, and which approval shall include the right to approve the form, content and timing of any such publicity.

### **14. CUSTOMER REPRESENTATION AND WARRANTY**

Customer represents, warrants and covenants that: (i) the execution and performance of these Terms and Conditions does not violate any agreement that it may have entered into or any obligation that it may be under; and (ii) its execution, delivery and performance of these Terms and Conditions have been duly authorized by all necessary corporate action, and do not and will not violate any provision of, or require any registration, consent or approval under, any law, rule, regulation, order, injunction, decree or any other agreement by which Customer is bound.

### **15. WAIVER**

The waiver or failure by Eutelsat Network Solutions to enforce any of the provisions of these Terms and Conditions or to exercise any right or election of any remedy in one instance shall not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder in any other instance.

### **16. ASSIGNMENT**

Eutelsat Network Solutions may, without Customer's consent, (a) assign its right to receive payment hereunder to a third party, or (b) assign its rights and obligations hereunder to a corporation, partnership or other business entity in which Eutelsat Network Solutions has directly or indirectly, an ownership interest or affiliate relationship or (c) assign its rights to a successor in the event of a merger, acquisition or consolidation, or to a purchaser of all (or substantially all) of Eutelsat Network Solutions' assets. These Terms and Conditions will inure to the benefit of, and will be binding on Customer's and Eutelsat Network Solutions' respective successors and permitted assigns. Customer may not assign these Terms and Conditions, or an SOA or an Order, in whole or in part, without the prior written approval of Eutelsat Network Solutions.

## **17. SEVERABILITY**

If any provision of these Terms and Conditions shall be declared invalid, illegal or unenforceable by a court or regulatory agency of proper jurisdiction, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.

## **18. NOTICES**

All notices required to be given hereunder shall be in writing to the address below and mailed by first-class, registered or certified air mail, return receipt requested, postage prepaid, sent by an internationally-recognized overnight courier service, or transmitted by hand delivery, or by facsimile machine with appropriate verification of receipt. Notices of default, force majeure delay, dispute, bankruptcy, termination, or other important notices must be sent via a nationally recognized overnight courier service.

If to Eutelsat Network Solutions:

OneWeb Technologies Inc.  
dba Eutelsat Network Solutions  
Attn: Contracts Department  
Ellington Field Joint Reserve Base  
11140 Aerospace Avenue  
Houston, TX 77034  
Email: [contracts@eacowt.com](mailto:contracts@eacowt.com)

Fax No.: 281-999-4455

If to Customer: To the address set forth on Eutelsat Network Solutions' quotation or Customer's Purchase Order or in an applicable SOA, as applicable.

## **19. PREVAILING PARTY**

In the event that a dispute involving payment for Services or Equipment arising under these Terms and Conditions or a quotation or any applicable SOA, results in litigation, the non-prevailing party shall pay the court costs and reasonable attorney's fees of the prevailing party.

## **20. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (not including the choice-of-law rules thereof), and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts sitting in the Commonwealth of Virginia for the purpose of all legal proceedings arising out of or relating to these Terms and Conditions, any Orders and any applicable SOA. Customer hereby irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Customer at its notice address specified on the quotation or in any other manner permitted by law.

## **21. INDEPENDENT CONTRACTORS**

These Terms and Conditions do not create any joint venture, partnership, agency, employer-employee, or franchisor-franchisee between Customer and Eutelsat Network Solutions. Eutelsat Network Solutions is an independent contractor with respect to performance under these Terms and Conditions. Both parties agree that personnel employed by Customer to perform services under these Terms and Conditions are not Eutelsat Network Solutions' employees, and Customer assumes full responsibility for their acts and omissions in performance of Customer's obligations under these Terms and Conditions. Neither party's personnel are entitled to any provisions of the other party's employee benefits, and each party shall have sole responsibility for the payment, supervision, daily direction and control of its personnel.

## **22. REMEDIES CUMULATIVE**

Except as otherwise specifically provided in these Terms and Conditions or any Order or any applicable SOA, no right or remedy of a party under these Terms and Conditions or an Order or any applicable SOA shall be exclusive but shall be cumulative with other rights and remedies available to the party.

## **23. SURVIVAL**

In addition to the payment provisions of these Terms and Conditions all other provisions that by their inherent nature must survive termination or expiration of these Terms and Conditions will so survive, including but not limited to those Articles titled "Service and Equipment Specific Terms and Conditions", "Compliance with Laws/Rules/Regulations", "Nondisclosure", "Limitation of Liability", "Indemnification", "Intellectual Property", and "Governing Law".

## **24. EFFECTIVE DATE**

These Terms and Conditions are effective as of January 1, 2022 and will remain in effect unless modified, revoked or terminated by Eutelsat Network Solutions. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by Eutelsat Network Solutions and use by Customer of the Services and/or Equipment unless otherwise amended and agree in writing by the parties.