

## ONEWEB TECHNOLOGIES LEO SERVICE AGREEMENT

This LEO Service Agreement (this "**Agreement**") is entered into effective as of the last signature hereto (the "**Effective Date**") by and between <COMPANY LEGAL ENTITY> ("**Purchaser**"), a company incorporated under the laws of <STATE>, with its principal place of business at <ADDRESS>, and OneWeb Technologies Inc., doing business as Eutelsat Network Solutions ("**OneWeb Technologies**"), a company incorporated under the laws of Texas, with its principal place of business at Ellington Field Reserve Base, 11140 Aerospace Avenue, Houston, TX 77034. OneWeb Technologies and Purchaser are referred to in this Agreement individually as the "**Party**" or collectively as the "**Parties**".

**WHEREAS**, OneWeb Technologies is part of the Eutelsat/OneWeb family of companies ("**OneWeb**") operating under a Proxy Agreement with the US Government to distribute OneWeb Services (as defined below); and

**WHEREAS**, Purchaser wishes to procure OneWeb Services, and OneWeb Technologies desires to allow such use and authorize Purchaser, in each case subject to and in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### 1. Exhibits

The following Exhibits are attached hereto and incorporated by this reference into this Agreement:

- a) Exhibit 1 (Purchaser's Authorized Vertical Markets and Territories, Authorized OneWeb Services and Pricing);
- b) Exhibit 2 (OneWeb Service Boundary, Service Levels and Description); and
- c) Exhibit 3 (Acceptable Use Policy).

During the Term, OneWeb Technologies may – at any time and in its sole discretion – change, update and/or modify any of the foregoing Exhibits (each, an "**Updated Exhibit**") by providing Purchaser a copy of any such Updated Exhibit in whole or in part with at least thirty (30) days' notice, which such Updated Exhibit shall immediately replace any current such Exhibit upon expiration of the thirty (30) days. Notwithstanding the foregoing, unless otherwise required by applicable Laws, such Updated Exhibits shall not affect the OneWeb Services provided by OneWeb Technologies under any current Statement of Works and Orders with Purchaser prior to the applicable modification date until expiration of the initial term or then current renewal term, as applicable, of either such Statement of Work or Order.

## **2. Definitions**

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the meanings set forth in this Section:

**"Acceptable Use Policy"** or ("**AUP**") means that definition as given to it in Exhibit 3 of this Agreement.

**"Activation Date"** means for each Specific Service Plan in an Order the later of (i) the date agreed between the Parties for activation of the OneWeb Services as set out in an Order; or ii) the applicable Commencement Date.

**"Anti-Corruption Laws"** means all laws, rules and regulations relating to the prevention of corruption, bribery, improper business practices or improper payments, gratuities or inducements, including, without limitation, any law, rules or regulations implementing the OECD Convention of Combating Bribery of Foreign Public Officials in International Business Transactions as well as the U.K. Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, as amended.

**"Commencement Date"** means the date notified to Purchaser by OneWeb Technologies that OneWeb Technologies is capable of delivering the particular OneWeb Services in a given Service Plan consistent with and pursuant to the terms and conditions of this Agreement.

**"Confidential Information"** means any confidential or proprietary information of either Party that is clearly identified as confidential and/or proprietary by the disclosing Party or would otherwise be reasonably recognized from the surrounding facts and circumstances to be proprietary or confidential to the disclosing Party, including, without limitation, any Intellectual Property disclosed by the disclosing Party, the terms of this Agreement and any information of the disclosing Party concerning the operation, business, projections, market goals, pricing, financial affairs, products, or services. For the avoidance of doubt, OneWeb Technologies' Confidential Information shall include, without limitation, information provided by its affiliates, including the OneWeb Network, the OneWeb Services and all network data, details, statistics, metrics, measurements and any other information collected and generated therefrom.

**"End Users"** means Purchaser, acting as an end user customer and/or Purchaser's end user customers who access and/or use the OneWeb Services from or through Purchaser.

**"Government Fees"** means all government permit fees, tariff fees and similar fees that either Party may incur with respect to this Agreement.

**"Intellectual Property"** means all worldwide intellectual property, whether registered and unregistered, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, mask works, computer software, computer source code, ideas, processes, discoveries, methods, and all other forms of intellectual property of every kind and nature throughout the universe and however designated and any renewal rights, future rights or applications for registration relating thereto.

**"Laws"** means all applicable federal, state or local laws, rules, regulations, and/or restrictions, foreign or domestic, including, without limitation, those of the U.S. Federal Communications Commission, the U.S. regarding export control, with respect to Intellectual Property rights and concerning defamation, obscenity, privacy, and data protection.

**"OneWeb Technologies Approved Equipment"** means the OneWeb Technologies approved Type Certified antenna terminals as further outlined in this Agreement by OneWeb Technologies for use by End Users for purposes of transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network or such other equipment as may be identified by OneWeb Technologies in its sole discretion upon notice to Purchaser. End Users may purchase OneWeb Technologies Approved Equipment from OneWeb Technologies or from authorized third parties.

**"OneWeb Technologies Approved Equipment Data"** means the OneWeb Technologies Approved Equipment data, details, statistics, metrics, measurements and any other information collected and generated therefrom.

**"OneWeb Marks"** means OneWeb's and OneWeb Technologies' trademarks, tradenames, service marks and/or logos.

**"OneWeb Network"** means OneWeb's data transmission service, which is owned and operated by OneWeb, excluding the OneWeb Technologies Approved Equipment.

**"OneWeb Services"** means OneWeb's satellite communication data services and/or products set forth in Exhibit 1 and Exhibit 2 of this Agreement, including, without limitation, those SLAs contained therein.

**"Order"** means a written order form from Purchaser to OneWeb Technologies (a) requesting the purchase of the OneWeb Services; and (b) requiring OneWeb Technologies' acceptance, in its sole discretion, which shall contain specific terms and conditions relevant to such order (including, without limitation, its applicable term, which shall start from the Activation Date, Service Plan and pricing).

**"PoP(s)"** means any point-of-presence.

**"Prices"** means the prices referenced in Exhibit 1 of this Agreement that are charged by OneWeb Technologies to Purchaser for the OneWeb Services.

**"Proprietary Information"** means any confidential or proprietary information of either Party that is clearly identified as confidential and/or proprietary by the disclosing Party, including, without limitation, any Intellectual Property disclosed by the disclosing Party, the terms of this Agreement and any information of the disclosing Party concerning its operation, business, projections, market goals, pricing, financial affairs, products, or services. For the avoidance of doubt, OneWeb Technologies' Confidential Information shall include, without limitation, information provided by its affiliates, including the OneWeb Network, the OneWeb Services and all network data, details, statistics, metrics, measurements and any other information collected and generated therefrom.

**"Sanctions"** means any laws, rules, regulations or executive orders relating to economic, financial, or trade sanctions implemented or enforced by: (a) the U.S. Government including, without limitation, the Office of

Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; (b) the United Kingdom including, without limitation, the Office of Financial Sanctions Implementation of Her Majesty's Treasury; and/or (c) any other relevant governmental authority that implements or enforces economic, financial, or trade sanctions.

**"Service Contract(s)"** means a contract between Purchaser and one or more End Users for the provision of the OneWeb Services to each such End User.

**"Service Plan"** means a service plan for a OneWeb Service, including applicable Prices, allowances, SLAs and other terms as outlined in Exhibit 1 and as may be further detailed in Exhibit 2. In certain cases, pricing may be provided separately.

**"System Data"** means (a) all End User network data, details, statistics, metrics, measurements and other information collected and generated by the OneWeb Services, the OneWeb Network, and/or the OneWeb Technologies Approved Equipment; and (b) any initial, final, or intermediate product or output of the application of analytical or data processing techniques used to generate and analyze any of the foregoing End User information (whether done by OneWeb, Purchaser or by any other third party).

**"Taxes"** means taxes and duties (including, without limitation, business, sales, goods and services, universal service levies, charges, levies, withholding, customs duties, use and value-added taxes and any applicable penalties, interest and other additions thereto, but excluding taxes based on the net income of OneWeb Technologies) which are imposed by or under the authority of any local, state, national, or foreign Government entity thereof with respect to or arising out of the provision of the OneWeb Services hereunder.

### **3. Purchase and Ordering Process**

- a) During the Term and subject to the terms and conditions of this Agreement, OneWeb Technologies allows Purchaser on a non-exclusive basis to procure the OneWeb Services, which shall permit Purchaser to (i) integrate the OneWeb Services with Purchaser's own value-added services and/or (ii) use the OneWeb Services internally for its own business purposes when Purchaser is itself an End User or to any person or entity who is an End User.
- b) Purchaser may order OneWeb Services by submitting an order to OneWeb Technologies providing a minimum data set that is required to process such order, which will be detailed by OneWeb Technologies to Purchaser during the onboarding process. OneWeb Technologies may, in its sole and reasonable discretion, refuse to activate any Order (including, without limitation, due to the availability of capacity on the OneWeb Network and the availability of the OneWeb Technologies Approved Equipment required to deliver such offering). In the event of a conflict between a provision of this Agreement and a provision of an Order which is expressly stated to take precedence over this Agreement, such provision of the Order shall control to the extent of such conflict but in all other respects this Agreement shall remain in full force and effect.

- c) Nothing in this Agreement limits either Party's right to make other sales or purchases of any kind in the nature of Low Earth Orbit (LEO) satellite services or terrestrial services.
- d) Notwithstanding anything to the contrary set forth in this Agreement, Purchaser agrees that, prior to the corresponding Commencement Date, it shall not (1) commence activation requests with respect to the OneWeb Services and/or (2) allow any End Users to use the OneWeb Services.

#### **4. Obligations of the Parties**

The Parties respectively agree to the following:

**Purchaser Obligations.** Pursuant to the terms and conditions of this Agreement, Purchaser shall:

- a) be solely responsible, at its own expense, for (i) any equipment, solutions, and charges related to the OneWeb Services traffic beyond the OneWeb service boundaries as defined in Exhibit 1 of this Agreement including, without limitation, any back office, PoP, End User equipment or co-location of equipment, and the OneWeb Technologies Approved Equipment; (ii) the content of any transmission from or to End User's associated OneWeb Technologies Approved Equipment and made over the OneWeb Network, including, without limitation, any actual or alleged libel, obscenity, indecency, infringement of Intellectual Property rights, or breach of privacy or security content or information displayed or transmitted by End User; (iii) staffing, operating, and maintaining its own network operations (iv) complying, and performing all duties, in accordance with the AUP; (v) having in place and maintaining throughout the Term appropriate insurance coverage to meet its obligations under this Agreement and as required by Law;
- b) not (i) engage in any practices that may harm or be detrimental to OneWeb Technologies, the OneWeb network, the OneWeb Marks, OneWeb's brand and/or the public image, reputation or goodwill of OneWeb Technologies and/or (ii) make any unauthorized satellite transmission or unauthorized representation and warranty, whether written or oral to any third party relating to any of the OneWeb Services; and
- c) without limiting any of Purchaser's obligations under the AUP, (i) develop and enforce the content and application of its own security policies designed to prevent unwanted or unauthorized activity or access to the OneWeb Services and/or the OneWeb Network; (ii) implement suitable data archiving or other housekeeping activities which minimize the effect of any breach of security to the OneWeb Services and/or the OneWeb Network; (iii) immediately notify OneWeb Technologies of any suspected security breach of any Purchaser system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Technologies Approved Equipment); and (iv) isolate any issues relating to an End User's environment prior to reporting any issues with the OneWeb Services to OneWeb Technologies.

**OneWeb Technologies Obligations.** Pursuant to the terms and conditions of this Agreement, OneWeb Technologies shall:

- a) provide and maintain for Purchaser and End Users the availability of the OneWeb Services in accordance with Exhibits 1 and 2 hereof;
- b) provide Purchaser with a customer guide which may include, without limitation, information on raising and tracking Orders, escalation procedures, OneWeb Technologies' key contract manager details, and a schedule of reviews, and that OneWeb Technologies will detail and provide to Purchaser's key contract manager prior to the Commencement Date as may be updated by OneWeb Technologies from time to time; and
- c) make available for purchase by Purchaser, which may be through OneWeb Technologies or through an authorized third party, the OneWeb Technologies Approved Equipment.

**Key Personnel.** Upon execution of this Agreement, each Party shall appoint a key contract manager responsible as the central point of contact to liaise with the other Party's key contract manager with regards to any issues arising under this Agreement (including, without limitation, being the initial point of contact to resolve any dispute, claim, or controversy between the Parties arising out of or relating to this Agreement).

## **5. Prices, Invoicing and Payments**

- a) **Prices.** The Prices to Purchaser for the OneWeb Services are exclusive of any applicable Taxes. All Taxes shall be borne by Purchaser and shall not be considered a part of, a deduction from, or an offset against such Prices except as required by applicable Law, in which case the sum payable by Purchaser from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, OneWeb Technologies receives and retains (free from any liability) a net sum equal to the sum it would have received but for such deduction or withholding being required. OneWeb Technologies is required to invoice Purchaser for all appropriate Taxes which OneWeb Technologies is obligated to collect. Additionally, Purchaser shall be responsible for any sales and use taxes due to a taxing jurisdiction on applicable products and services billed where OneWeb Technologies is not required by applicable Laws to collect such sales and use taxes.
- b) **Invoicing and Payments.**
  - 1) OneWeb Technologies shall provide Purchaser with a monthly invoice, in arrears and in U.S. dollars, due under an Order for the provision of the OneWeb Services to End User after each applicable Activation Date (the "**Service Charges**") and Purchaser shall pay the full amount of such invoice (i) in U.S. dollars by electronic funds transfer, or by any other method which has been mutually agreed to by OneWeb Technologies and Purchaser in writing, (ii) within thirty (30) calendar days of the invoice date and (iii) without deduction or setoff.

- 2) Any undisputed amounts remaining unpaid from Purchaser to OneWeb Technologies after the required due date shall be subjected to an additional late fee which shall be equivalent to ten percent (10%) per annum of the overdue balance. All payments made by Purchaser are non-refundable and shall be applied in the following priority: (i) late fees; (ii) overdue amounts; and (iii) remaining balance.

## **6. Term, Termination, Suspension and Effect of Termination**

- a) **Term.** This Agreement commences on the Effective Date and, unless earlier terminated pursuant to the terms and conditions of this Agreement, shall continue until the first (1st) anniversary of the first Commencement Date (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") until one Party provides written notice to the other Party of its intent not to renew at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term.
- b) **Termination for Breach.** Either Party may, upon written notice to the other Party, terminate this Agreement in the event of a breach of any of the terms and conditions of this Agreement by the other Party and such breach remains uncured for more than fifteen (15) days for any payment related breach, or within thirty (30) days for any other breach, following receipt of such written notice.
- c) **Termination for Insolvency Rights.** This Agreement may be terminated immediately by either Party upon written notice to the other Party in the event such other Party (1) ceases doing business in the ordinary course; or (2) files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable Law, or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due.
- d) **Termination for Convenience.** This Agreement may be terminated for convenience upon prior written notice by Purchaser to OneWeb Technologies; provided however, such termination shall not relieve Purchaser of its accrued obligations under Section 6(g)(Survival of Terms). In addition, unless otherwise agreed to in writing by the Parties in a particular Order, Purchaser shall remain liable for its obligations (including those relating to Service Charges) for the remainder of the then current Term of all Orders that are in effect.
- e) **Suspension.** Without limiting OneWeb Technologies' termination rights under Section 6 (Term; Termination and Suspension and Effect of Termination) of this Agreement:
  - 1) AUP Violation. OneWeb Technologies, in its sole discretion, may refuse to activate, deactivate or suspend any of the OneWeb Technologies Approved Equipment and/or the OneWeb Services in the event of a violation or suspected violation of the AUP.

- 2) Service Charges Default. OneWeb Technologies reserves the right to suspend Purchaser's access to and use of the OneWeb Services (or any portion thereof) by its End Users if any payment by Purchaser remains due more than fifteen (15) days after OneWeb Technologies provides Purchaser written notice of the same.

f) **Effect of Termination or Expiration.**

- 1) In the case of expiration of this Agreement, and notwithstanding anything contained in this Agreement to the contrary, (i) all current Orders with Purchaser will remain in effect through expiration of the initial term or the then current renewal term as applicable, of all such Orders and (ii) the terms and conditions of this Agreement will continue to apply to all such Orders.
- 2) Immediately upon termination of this Agreement by OneWeb Technologies under Sections 6(b) (Termination for Breach) or 6(c) (Termination for Insolvency Rights), Purchaser shall remain liable for any remaining amounts owed under all affected and existing Orders and OneWeb Technologies shall have the right to immediately terminate all current Orders (or a portion thereof) without liability or obligation to Purchaser.
- 3) Immediately upon termination of this Agreement by Purchaser under Sections 6(b) (Termination for Breach) or 6(c) (Termination for Insolvency Rights), all current Orders shall immediately terminate, provided however Purchaser shall be entitled, in its discretion, to continue to perform any executory Orders in accordance with applicable bankruptcy law.
- 4) Immediately upon the expiration or termination of this Agreement for any reason, Purchaser shall, at its sole expense provide OneWeb Technologies upon request the originals and all copies of any Confidential Information and any OneWeb Technologies property previously provided by OneWeb Technologies to Purchaser.

- g) **Survival of Terms.** The following provisions shall survive any expiration or termination of this Agreement: (1) Sections 2 (Definitions), 5 (Prices, Invoicing and Payments), 6(e)-(f), 8 (Confidentiality), 9(a) (OneWeb Technologies Intellectual Property), 10 (Indemnification Obligations), 11 (Disclaimer of Warranties and Limitation of Liabilities), 12 (Audit) and 13 (General); and (2) any other provisions of this Agreement which, by their nature, were intended by the Parties to survive any expiration or termination of this Agreement.

## 7. **Compliance with Laws**

- a) **General.** Each Party represents, warrants and covenants to comply with all Laws (including, without limitation, Anti-Corruption Laws, Sanctions and all applicable export control laws and regulations) in connection with its performance under this Agreement, including, without limitation, (1) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for such Party's performance under this Agreement, which includes, without limitation, the payment of any Government Fees; (2) furnishing to the other Party all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or

(3) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Technologies Approved Equipment. For the avoidance of doubt, the payment of Government Fees relating to obtaining and/or maintaining all regulatory and legal licenses for (i) landing rights radio spectrum for the OneWeb satellite network portal will be OneWeb Technologies' responsibility and (ii) the use by Purchaser or the supply of OneWeb Services to End Users shall be Purchaser's responsibility.

- b) **Sanctions.** Purchaser represents, warrants and covenants to not sell, deliver, transfer, export, re-export, or allow the use of any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (1) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (2) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (3) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (1) or (2); or (4) otherwise the subject or target of Sanctions.

## **8. Confidentiality**

- a) The Parties acknowledge that any Confidential Information that has been disclosed to it by the other has been disclosed solely for the performance of its duties hereunder and both Parties agree that all Confidential Information provided by the other is the exclusive property of the disclosing Party. Neither Party, its affiliates, employees, agents, or persons otherwise associated with either Party hereto, shall directly or indirectly, without the express prior written consent of the disclosing Party, use, furnish, give away, reveal, divulge, make known, sell, or transfer in any way Confidential Information of the disclosing Party, other than for the performance of its duties hereunder. Each Party will treat all Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Each Party will only disclose Confidential Information of the other Party to those of its employees, advisors, consultants, subcontractors, representatives, shareholders, agents, and affiliated entities who have a need to know in connection with this Agreement and have previously agreed to obligations consistent with the terms of this Agreement, and each Party shall be responsible for any unauthorized use or disclosure of Confidential Information made by any of such recipients.
- b) Each Party agrees that if it is served with any form of legal process that would require disclosure of any Confidential Information, it shall, if permitted by law, before taking any action, immediately notify the other Party which shall have the right to seek to quash or limit the scope of such process. The Parties agree to desist from taking any other action which is inconsistent with that of the other.

- c) For the purposes of this Agreement, information shall not be considered to be Confidential Information if (1) the information is in or passed into the public domain other than by breach of this Agreement; (2) the receiving Party can demonstrate with documentary evidence that the information was either (i) in its rightful possession free of any obligation of confidentiality prior to its first receipt from the disclosing Party or (ii) independently developed without reliance on Confidential Information of the disclosing Party; or (3) the information is disclosed to a receiving Party without restriction by a third party having the full right to disclose.

## **9. Intellectual Property and Use of Marks**

### **a) OneWeb Technologies Intellectual Property.**

- 1) All Intellectual Property in relation to the OneWeb Marks, OneWeb Services, the OneWeb Network and all of OneWeb's Confidential Information shall be and remain the right, title and property of OneWeb Technologies and/or OneWeb. Except for the express limited authorization right to use the OneWeb Marks in accordance with this Agreement, nothing in this Agreement grants End User any (i) rights, title, or interest in and to any OneWeb Intellectual Property; (ii) any express or implied licenses relating to use of any OneWeb Intellectual Property; and/or (iii) rights to copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service.
- 2) Purchaser hereby grants to OneWeb Technologies and/or its affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to (i) any of the OneWeb Approved Technologies Equipment Data for all purposes for which OneWeb Technologies and/or its affiliates do business; and (ii) any System Data in an anonymized manner for (A) all purposes for which OneWeb Technologies and/or its affiliates do business; and (B) use for purposes of product and service enhancements and/or developments and is subject to OneWeb Technologies' compliance with the provisions of Section 8, Confidentiality.

- b) **End User's Restrictions and Requirements.** Purchaser shall (1) not grant, or propose to grant, to any government entity any right, title or interest of any kind to any of OneWeb Technologies' and/or its affiliates Intellectual Property; and (2) not at any time do, or knowingly permit to be done, any acts or omissions which would in any way challenge or impair the rights of OneWeb Technologies and/or its affiliates, in and to any of OneWeb's Intellectual Property, or which would affect the validity of any of OneWeb's Intellectual Property (including, without limitation, using any trademarks, tradenames, service marks and/or logos confusingly similar to the OneWeb Marks). Purchaser agrees to execute all documents, and provide all information and materials, reasonably required by OneWeb Technologies and/or its affiliates to obtain, maintain, and renew registrations of any of OneWeb's Intellectual Property and if requested by OneWeb and/or its affiliates, to record this Agreement (or a separate registered user agreement) with appropriate government authorities.

- c) **Pursuit of Infringers.** Purchaser shall (1) immediately notify OneWeb Technologies of any alleged infringements of OneWeb Technologies' and/or its affiliates' Intellectual Property and (2) reasonably assist OneWeb Technologies in pursuing OneWeb Technologies' legal rights against any such infringers.

## **10. Indemnification Obligations**

- a) **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless OneWeb Technologies, its affiliates and each of their respective officers, directors, agents, employees, contractors, successors and assigns in respect of any third party claims, liabilities, losses, damages, suits, actions, demands, proceedings (whether legal or administrative), judgments and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to: (1) Purchaser's breach or alleged breach of this Agreement; (2) any act or omission of Purchaser that results in loss of, or damage or degradation to, any portion of the OneWeb Network and/or the OneWeb Services; and/or (3) infringement or alleged infringement of any third party's Intellectual Property rights by reason of OneWeb Technologies' use of Purchaser's or End User's trademark, service marks, and logos in the use of the OneWeb Services.
- b) **OneWeb Technologies Indemnity.**
- 1) OneWeb Technologies shall indemnify, defend and hold harmless Purchaser and its officers, directors, agents, employees, contractors, successors and assigns against any third party claims, liabilities, losses, damages, suits, actions, demands, proceedings (whether legal or administrative), judgments and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (i) OneWeb Technologies' gross negligence or willful misconduct that results in loss of, or damage or degradation to, any portion of the OneWeb Network and/or the OneWeb Services that impacts Purchaser's End Users; and/or (ii) to the infringement of any third party's Intellectual Property rights by Purchaser exercising its rights under, and in full compliance with the terms and conditions of, this Agreement to use the OneWeb Marks and the OneWeb Services.
  - 2) Purchaser acknowledges and agrees that, notwithstanding anything to the contrary in any Service Contract, End Users (excluding where Purchaser is itself an End User) will not have the right to seek any indemnification directly from OneWeb Technologies and that only Purchaser may make claims against OneWeb Technologies, including indemnification claims, pursuant to this Agreement.
- c) **Indemnification Procedures.** The Party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of any claim for indemnity by providing written notice pursuant to this Agreement. With respect to any indemnifiable claim for which such notification is provided, the Indemnifying Party shall have the right to control and bear full responsibility for the defense of such claim (including, without limitation, any settlements); provided

however, that (1) the Indemnified Party shall at the cost of the Indemnifying Party, provide assistance and cooperation to the Indemnifying Party as is reasonably necessary for the defense or settlement of such claim, including, without limitation, the filing of all pleadings and other court processes, the provision of all relevant information and documents, and providing reasonable access to relevant employees; (2) the Indemnified Party shall not make any admissions, settlements, or compromises without the prior written consent of the Indemnifying Party; (3) the Indemnified Party shall have the right to participate in the defense of such claim with counsel of its choice at its own expense; and (4) the Indemnifying Party shall not, without the Indemnified Party's consent (such consent not to be unreasonably withheld or delayed) agree to any settlement which (i) contains a stipulation to, or admission of, any liability or wrongdoing on behalf of the Indemnified Party; (ii) consents to any injunction against the Indemnified Party (except an injunction relating solely to the Indemnified Party's continued use of any infringing materials); or (iii) requires any specific performance or non-pecuniary remedy by the Indemnified Party.

#### **11. Disclaimer of Warranties and Limitation of Liability**

- a) **Disclaimer of Warranties.** Except as expressly stated in this Agreement, the OneWeb Services, the OneWeb Marks, the OneWeb Network and the OneWeb Technologies Approved Equipment are provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, OneWeb disclaims all, and there are no, other warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of a course of performance, dealing or trade usage. OneWeb Technologies does not warrant that use of any or all of the OneWeb Service, the OneWeb Network or the OneWeb Technologies Approved Equipment will meet End User's requirements, be uninterrupted or error free; provided, however, that the foregoing shall not otherwise modify or limit those SLAs contained in Exhibit 2 of this Agreement.
- b) **Limitation of Liability.** Except for liability arising from (1) Sections 10 (Indemnification Obligations) or 8 (Confidentiality) of this Agreement and/or (2) a Party's gross negligence, fraud or willful misconduct, and to the maximum extent permitted under applicable Law, neither OneWeb Technologies nor Purchaser shall be liable to the other Party or any other third party, under any circumstances and regardless of the form of the action or the theory of recovery, whether in contract, tort (including negligence), misrepresentation, strict liability or otherwise, under this Agreement for any special, punitive, exemplary, incidental, consequential or indirect damages of any kind, including, without limitation, lost revenue, profits or business, diminution in value, or loss of enterprise value or goodwill, whether or not the damages were foreseeable and/or the offending Party knows or should have known of the possibility of such damages. OneWeb Technologies' aggregate liability for any and all claims under or in connection with this Agreement shall not exceed

the amount paid (or due and payable) by Purchaser for the OneWeb Services during the twelve (12) month period immediately preceding the events giving rise to such claims.

- c) To the maximum extent permitted under applicable Law, OneWeb Technologies and its affiliates shall have no liability under this Agreement and/or to Purchaser, nor shall Purchaser make any claim against OneWeb Technologies or its affiliates, for (1) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Technologies Approved Equipment, the OneWeb Services, and/or the OneWeb Network; and/or (2) any acts or omissions of OneWeb Technologies or its affiliates made in response to (i) a violation or suspected violation of the AUP; and/or (ii) an emergency response or in compliance with a government order including, without limitation, interruption, deactivation, or diversion of the OneWeb Services. Notwithstanding the foregoing, nothing contained in this Section shall limit Purchaser's rights under Exhibit 2 of this Agreement to Service SLA Credits (as defined herein) and/or termination for Chronic Performance Problems (as defined herein).

## **12. Audit**

Purchaser shall retain all books and records with respect to the OneWeb Services and for two (2) years after expiration or termination of this Agreement. OneWeb Technologies shall have the right, at its expense, and upon reasonable notice, to examine Purchaser's compliance with this Agreement and/or the OneWeb Services. Notwithstanding the foregoing, OneWeb Technologies shall not have access to classified books and records held by Purchaser.

## **13. General**

- a) **Notices.** All notices permitted or required by this Agreement shall be deemed duly given when in writing and personally delivered to an officer of the Party being notified or when sent by an overnight delivery or courier service, by certified or registered mail (postage prepaid), or email transmission delivered to the address/contact information set forth in the introductory paragraph to this Agreement or to such other address as the Party to whom notice is to be given may have previously furnished to the other Party in the manner set forth herein. Notice so mailed will be deemed effective on the third business day following the date of deposit into the mail or on the date of personal delivery or the day after overnight delivery or courier service or facsimile or email transmission. Notice addresses shall be set forth in an applicable Statement of Work.
- b) **Governing Law and Jurisdiction.** This Agreement will be governed by, construed and enforced in all respects in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of law provisions. The Parties agree that provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby expressly and entirely excluded. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Fairfax County, Virginia for all litigation arising out of or relating to this Agreement.

The Parties agree that service of any process will be deemed sufficient upon actual delivery of such process at the address provided herein.

- c) **Equipment Supply Agreement.** Access to OneWeb Technologies' Equipment Supply Agreement, which governs the OneWeb Approved Equipment, is available via the following link: <https://eutelsatns.us/wp-content/uploads/2025/10/Eutelsat-Network-Solutions-Form-Equipment-Supply-Agreement-2025-09-25.pdf>.
- d) **Injunctive Relief.** Nothing in this Agreement shall be deemed to prohibit or restrict either Party from (1) seeking injunctive relief or (2) seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement relating to a Party's Confidential Information or Intellectual Property.
- e) **Assignment.**
  - (1) Purchaser shall not assign any of its rights or obligations hereunder without the prior written consent of OneWeb Technologies, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Purchaser may assign its interest hereunder to a successor company upon written notice subject to the ability of the successor company to make a reasonable showing of its ability to fulfill the obligations of assigning Party hereunder if requested in a written notice by OneWeb Technologies.
  - (2) OneWeb Technologies may, by written notice to Purchaser, assign its interest and or the supply of the OneWeb Services hereunder, whether by assignment, grant of security interests, sale of assets, merger, or any other form of transfer; provided that if requested in a written notice by Purchaser, the assignee or transferee agrees in writing to assume all obligations of OneWeb Technologies hereunder.
  - (3) Any assignment in violation of Section 13(d) (Assignment) of this Agreement shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- f) **Incorporation by Reference; Entire Agreement; Severability; Amendments and Waivers.** The attachments (including the Exhibits and other OneWeb Technologies documents referenced herein) to this Agreement constitute a material part of this Agreement and are incorporated herein by their reference in this Agreement as if restated in full. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all other agreements, understandings, and contracts whether oral or written with respect thereto. If any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions shall remain in full force and effect. Except as provided for in this Agreement, no modification, change, amendment or waiver of any term to this Agreement shall be of any force or effect unless in writing and signed by authorized representatives of both Parties. The waiver or failure of either Party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder under such provision or any other provisions.

- g) **Publicity.** Except as otherwise provided for herein, no Party will issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto. Notwithstanding the foregoing, nothing herein will prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that such disclosure is upon advice of counsel required by law or stock exchange rules, in which case the Party making such determination will, if practicable in the circumstances, use reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of its issuance.
- h) **Cumulative Remedies.** All remedies provided in accordance with this Agreement are cumulative and are in addition to any and all legal rights of the Parties except as are expressly limited by the terms of this Agreement.
- i) **Force Majeure.** A Party shall not be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, government action, terrorism in any form, delays in customs, accident, labor trouble, shortages, or inability to obtain materials, equipment or transportation from suppliers or subcontractors; provided, however, that the impacted Party provides the other Party a written notice as soon as possible of the existence of such circumstance and a force majeure event shall not relieve Purchaser from its obligation to pay for the OneWeb Services that have been provided to Purchaser.
- j) **Relationship of the Parties and No Third Party Beneficiary.** Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either Party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or Purchaser between OneWeb Technologies and Purchaser or to create any relationship between the Parties hereto other than that of independent contractors. Neither Party hereto shall have any right or authority to create any obligation, warranty, representation, or responsibility, express or implied, on behalf of the other Party nor to bind the other Party in any manner whatsoever. Nothing in this Agreement grants any person other than the Parties hereto any benefit or legal or equitable right, remedy, or claim, express or implied, except as expressly provided herein and no such person will be deemed a third party beneficiary under or by reason of this Agreement.
- k) **Independent Legal Advice.** The Parties acknowledge that (1) they have received, have had ample time to read, and have read, this Agreement and fully understand its provisions; and (2) they have had an adequate opportunity to be advised by legal and other advisors of their own choice.
- l) **Counterparts and Interpretation.** This Agreement may be executed electronically and in two (2) or more counterparts, which taken together constitute one single contract between the Parties. The titles and headings of the Sections of this Agreement are for reference only and shall not be deemed to modify the substantive provisions of this Agreement. The singular or plural number as used in this Agreement shall each be deemed to include the other wherever the context so indicates.

**SIGNATURE PAGE TO  
ONEWEB TECHNOLOGIES  
LEO SERVICE AGREEMENT**

**IN WITNESS WHEREOF**, the authorized representatives of both Parties have executed this Agreement on the date indicated below as of the Effective Date.

**OneWeb Technologies Inc.**  
*dba Eutelsat Network Solutions*

Purchaser:  
**<Enter Purchaser's Legal Entity>**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBITS**  
**TO**  
**ONEWEB TECHNOLOGIES**  
**LEO SERVICE AGREEMENT**

**IN WITNESS WHEREOF**, the authorized representatives of both Parties have executed this Agreement as of the Effective Date of the LEO Service Agreement.

**OneWeb Technologies Inc.**  
*dba Eutelsat Network Solutions*

Purchaser:  
**<Enter Purchaser's Legal Entity>**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit 1

### Purchaser's Authorized Vertical Markets and Territories, Authorized OneWeb Services and Pricing

1. **Definitions.** Unless otherwise specified herein, capitalized terms used in this Exhibit 1 shall have the meanings set forth in this Section and/or this Agreement:

**"Activation"** means the date from which OneWeb Technologies provides a OneWeb Service to Purchaser other than to verify that the OneWeb Approved Equipment connects to the OneWeb Network, and **"Activating"**, **"Activate"** and **"Activated"** shall be construed accordingly.

**"Activation Date"** means for each Specific Service Plan in an Order the later of (i) the date agreed between the Parties for activation of the OneWeb Services as set out in an Order; or ii) the applicable Commencement Date.

**"Activation Fee"** means a fee charged for the assignment of a chargeable OneWeb Service to the OneWeb Approved Equipment.

**"Renewal Term"** means the applicable mutually agreed renewal term for each Specific Service Plan in an Accepted Order that will apply after expiration of such Specific Service Plan's then current Minimum Service Duration or renewal term.

**"Billing Start Date"** means in relation to a Specific Service Plan, the date specified as such in the Accepted Order or if not so specified, the earlier of (a) the Target Activation Date; or (b) the date that Purchaser, or if different End User starts using the applicable OneWeb Service other than to verify that the OneWeb Approved Equipment connects to the OneWeb Network.

**"Deactivation Fee"** means the fee for the removal of a chargeable OneWeb Service from the OneWeb Approved Equipment.

**"Early Termination Fee"** means an early termination fee in lieu of payment for the OneWeb Services with such early termination effective upon thirty (30) days written notice to OneWeb Technologies.

**"Minimum Service Duration"** means that minimum term for each Specific Service Plan in an Accepted Order as calculated from the applicable Billing Start Date of the OneWeb Service to the end of the applicable minimum term.

**"Minimum Terminal Specification"** means the minimum specifications for a Service Plan that must be met with regards to the OneWeb Approved Equipment.

**"Monthly Recurring Charge"** or **("MRC")** means the fixed monthly charge (pro-rated for a part calendar month where applicable) for a Specific Service Plan, regardless of actual usage of the OneWeb Service in the applicable month.

**"Order Term"** means a Minimum Service Duration or Renewal Term, as applicable.

**"Overage Charge"** means the charge incurred under a Volume Plan for any data used over the specified Volume Allowance.

**"Service Plan"** means a service plan for a OneWeb Service, including applicable Service Charges, allowances, SLAs and other terms as outlined in this Exhibit 1, Section 3 and as may be further detailed in Exhibit 2.

**"Specific Service Plan"** means a single instance of a Service Plan as applied to a single instance of OneWeb Approved Equipment.

**"Service SLA Credit Cap"** means the total calendar monthly credit cap for the Service SLA as a % of the MRC for each Specific Service Plan.

**"Suspension Fee"** means the fee charged for the temporary pausing by Purchaser of the delivery of the OneWeb Service to any of the OneWeb Approved Equipment.

**"Target Activation Date"** means for each Specific Service Plan the later of: (a) the date agreed in the Accepted Order for Activation of the OneWeb Service; (b) the postponed date up to a maximum of 30 days from such agreed date, as requested and notified by Purchaser to OneWeb Technologies up to 48 hours prior to such agreed date.

## 2. **Authorized Vertical Markets and Territories**

| <b><u>Vertical Market</u></b>       | <b><u>Territories*</u></b> | <b><u>Limitations and Exclusions</u></b>                                                                         |
|-------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------|
| Fixed, Mobility, Federal Government |                            | Global Use: Addressed on a case-by case basis through mutual agreement between OneWeb Technologies and Purchaser |

\*Territories and vertical markets are subject to i) the Commencement Date notice, ii) authorizations and restrictions relevant to any Service Plan, and iii) applicable Law and all provisions outlined in this Agreement, including Sanctions; and may be geofenced.

## 3. **Authorized OneWeb Services and Pricing**

Pricing will be provided separately.

## EXHIBIT 1A

| Region Group   |                            | Territories                                                                                                                                                                                                    |                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                |
|----------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Region Group 1 | Far North Territories      | Greenland<br>Canada                                                                                                                                                                                            | United States – Alaska<br>Norway                                                                                                                                                                 | Sweden<br>Finland<br>Svalbard                                                                                                                                                                                                                                  |
| Region Group 2 | North America              | Contiguous United States (CONUS)<br>United States – Hawaii                                                                                                                                                     |                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                |
| Region Group 3 | Europe                     | Albania<br>Andorra<br>Austria<br>Belgium<br>Bosnia and Herzegovina<br>Bulgaria<br>Channel Islands<br>Croatia<br>Czech Republic<br>Denmark<br>Faroe Islands<br>France<br>Germany<br>Gibraltar                   | Greece<br>Hungary<br>Iceland<br>Ireland<br>Isle of Man<br>Italy<br>Jersey<br>Kosovo<br>Liechtenstein<br>Luxembourg<br>Macedonia, FYR<br>Malta<br>Moldova<br>Monaco<br>Montenegro                 | Netherlands<br>Poland<br>Portugal<br>Romania<br>San Marino<br>Serbia<br>Slovak Republic<br>Slovenia<br>Spain<br>Switzerland<br>United Kingdom                                                                                                                  |
|                | Russia and Central Asia    | Armenia<br>Azerbaijan<br>Belarus<br>Estonia<br>Georgia                                                                                                                                                         | Russian Federation<br>Kazakhstan<br>Kyrgyz Republic<br>Latvia<br>Lithuania                                                                                                                       | Mongolia<br>Tajikistan<br>Turkmenistan<br>Uzbekistan                                                                                                                                                                                                           |
|                | Middle East & North Africa | Algeria<br>Cyprus<br>Djibouti                                                                                                                                                                                  | Israel<br>Lebanon<br>Libya<br>Morocco                                                                                                                                                            | Tunisia<br>Turkey<br>West Bank and Gaza                                                                                                                                                                                                                        |
|                | Oceania and Pacific        | American Samoa<br>Australia<br>Cook Islands<br>French Polynesia<br>Guam<br>Kiribati<br>Marshall Islands                                                                                                        | Micronesia, Fed. Sts.<br>Nauru<br>New Caledonia<br>New Zealand<br>Northern Mariana Islands<br>Palau<br>Papua New Guinea                                                                          | Samoa<br>Solomon Islands<br>Tahiti<br>Timor-Leste<br>Tuvalu<br>Vanuatu                                                                                                                                                                                         |
| Region Group 4 | South East Asia            | Brunei Darussalam<br>Cambodia                                                                                                                                                                                  | Lao PDR<br>Malaysia<br>Myanmar<br>Philippines                                                                                                                                                    | Singapore<br>Thailand<br>Vietnam<br>Taiwan                                                                                                                                                                                                                     |
|                | Sub-Saharan Africa         | Angola<br>Benin<br>Botswana<br>Burkina Faso<br>Burundi<br>Cabo Verde<br>Cameroon<br>Central African Republic<br>Chad<br>Comoros<br>Congo, Dem. Rep. Congo,<br>Rep. Cote d'Ivoire<br>Equatorial Guinea<br>Gabon | Gambia,<br>The Ghana<br>Guinea<br>Guinea-Bissau<br>Kenya<br>La Réunion<br>Lesotho<br>Liberia<br>Madagascar<br>Malawi<br>Mali<br>Mauritania<br>Mauritius<br>Mozambique<br>Namibia                 | Niger<br>Nigeria<br>Rwanda<br>Sao Tome and Principe<br>Senegal<br>Seychelles<br>Sierra Leone<br>Somalia<br>South Africa<br>Swaziland<br>Tanzania<br>Togo<br>Uganda<br>Zambia<br>Zimbabwe                                                                       |
| Region Group 5 | South Asia                 | Afghanistan<br>Bangladesh<br>Bhutan                                                                                                                                                                            | China<br>Maldives                                                                                                                                                                                | Sri Lanka<br>Nepal                                                                                                                                                                                                                                             |
|                | Latin America              | Antigua and Barbuda<br>Argentina<br>Aruba<br>The Bahamas<br>Barbados<br>Belize<br>Bolivia<br>Brazil<br>British Virgin Islands<br>Cayman Islands<br>Chile<br>Colombia<br>Costa Rica<br>Cuba<br>Curacao          | Dominica<br>Dominican Republic<br>Ecuador<br>El Salvador<br>French Guiana<br>Grenada<br>Guatemala<br>Guyana<br>Haiti<br>Honduras<br>Jamaica<br>Mexico<br>Nicaragua<br>Panama<br>Paraguay<br>Peru | Puerto Rico<br>Sint Maarten (Dutch part)<br>St. Kitts and Nevis<br>St. Lucia<br>St. Martin (French part)<br>St. Vincent and the Grenadines<br>Suriname<br>Trinidad and Tobago<br>Turks and Caicos Islands<br>Uruguay<br>Venezuela, RB<br>Virgin Islands (U.S.) |

## **Exhibit 2**

### **OneWeb Service Boundary, Service Levels and Description**

#### **1. DEFINITIONS**

Unless otherwise specified herein, capitalized terms used in this Exhibit 2 shall have the meanings set forth in this Section and/or this Agreement:

**"APIs"** means OneWeb's industry standard application program interface that uses HTTP requests to GET, PUT, POST and DELETE data.

**"Chronic Performance Problem"** means, for the same affected OneWeb Approved Equipment, any three (3) months within a six (6) month rolling period where Purchaser receives the Service SLA Credit or OneWeb deviates from any of the Network Performance Metrics, which shall only be effective and applicable for End Users in a given Territory after the third full month from an applicable Commencement Date.

**"Committed Information Rate"** or ("**CIR**") means the rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the PoP.

**"Digital Products"** mean OneWeb's applications.

**"Dynamic Volume Allowance"** means the aggregate total Volume Allowance equal to the sum of all of each active Specific Service Plan's designated Volume Allowance. For the avoidance of doubt, when a Specific Service Plan is activated during the applicable billing cycle, the Dynamic Volume Allowance for the remainder of the applicable billing cycle shall increase by a proportion of such Specific Service Plan's designated Volume Allowance based the remaining days left in the applicable billing cycle.

**"Emergency Maintenance"** means unscheduled downtime of the OneWeb Services and/or the OneWeb Network (or any portion thereof) outside of Planned Maintenance due to urgent and/or emergency maintenance. OneWeb may carry out Emergency Maintenance without notice to Purchaser and shall issue updates until resolution.

**"Fixed Volume Allowance"** means a fixed and set total Volume Allowance in the aggregate as provided for in Exhibit 1 in a Multi-Site Fixed Aggregate Volume Plan.

**"Home PoP"** means a PoP designated as the end of the service boundary for the OneWeb Service at the OneWeb PoP which is Purchaser's designated Interconnection Service Type.

**"Interconnection Service Type(s)"** means the following two (2) interconnection service types supported by the OneWeb Network: (A) Cross Connects and (B) Cloud Interconnect as each of the foregoing is defined below in Section 3(C) of this Exhibit 2.

**"Maximum Information Rate"** or ("**MIR**") means the peak rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the PoP.

**"Multi-Site Dynamic Aggregate Volume Plan"** means a Volume Plan that allows for a number of Specific Service Plans – up to the maximum number allowed provided for in Exhibit 1 of this Agreement and all of which have the same Service Plan – to share a Dynamic Volume Allowance.

**"Multi-Site Fixed Aggregate Volume Plan"** means a Volume Plan that allows for a number of total available Specific Service Plans that may be in use consuming bandwidth and the total available Specific Service Plans that are concurrently in use consuming bandwidth – up to the maximum number allowed for each as provided for in Exhibit 1 of this Agreement and all of which have the same Service Plan – to share a Fixed Volume Allowance.

**"Named Authorized User"** means a current employee of Purchaser with a validly registered and up-to-date account to access the Digital Products.

**"Planned Maintenance"** means preventative maintenance, planned outages and/or expansion of the OneWeb Services or the OneWeb Network as may be necessary to maintain the OneWeb Service and/or the OneWeb Network in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of the OneWeb Service and/or the OneWeb Network. OneWeb will endeavor to give Purchaser at least ten (10) calendar days' prior notice before carrying out any Planned Maintenance.

**"Reference OneWeb Approved Equipment"** means the OneWeb Approved Equipment owned and managed by OneWeb for the purpose of monitoring and management.

**"Service Level(s)" or ("SLA(s))"** means those required minimum OneWeb Service levels and/or Network Performance Metrics defined and provided for in Section 4 of this Exhibit 2.

**"Single Volume Plan"** means a Volume Plan that allows for a single Specific Service Plan to utilize a Volume Allowance.

**"Site Connectivity Access Type"** means the following three (3) site connectivity access types supported by the OneWeb Network: (A) IP Access, (B) Business Access and (C) IPVPN as each of the foregoing is defined below in Section 3(A) of this Exhibit 2.

**"Specific Site"** means the specific site where either a single instance or multiple instances of OneWeb Approved Equipment is located.

**"Unlimited Plan"** means a OneWeb Service Plan with access to unlimited data (i.e., no Volume Allowance).

**"Vertical Market"** as specifically identified on Exhibit 1 of this Agreement as it relates to Purchaser shall generally mean the following:

- **"Federal Government"** means any US government market excluding defense and military government applications

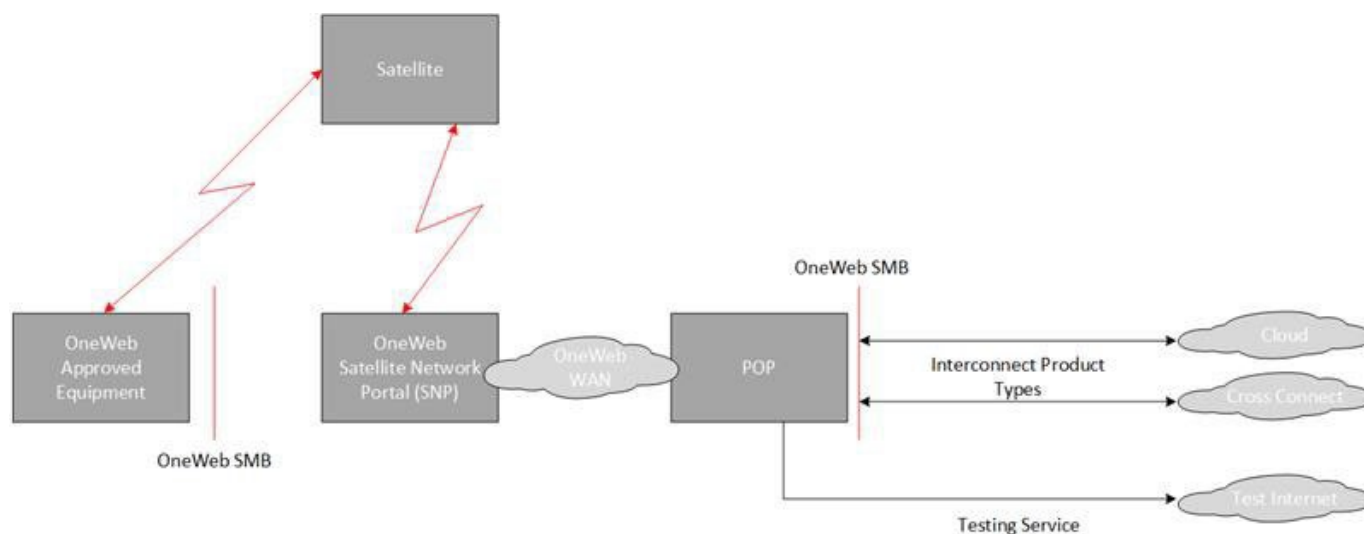
**"Volume Allowance"** means the monthly amount of all IP packets (header and payload) in GB to and from the OneWeb Approved Equipment as measured at the OneWeb PoP provided for in Exhibit 1 of this Agreement that is included in the MRC and that is pro-rated for a part month where applicable.

"Volume Plan" means a OneWeb Service plan with an aggregate Volume Allowance.

## 2. SERVICE MANAGEMENT BOUNDARY AND SHARED SECURITY MODEL

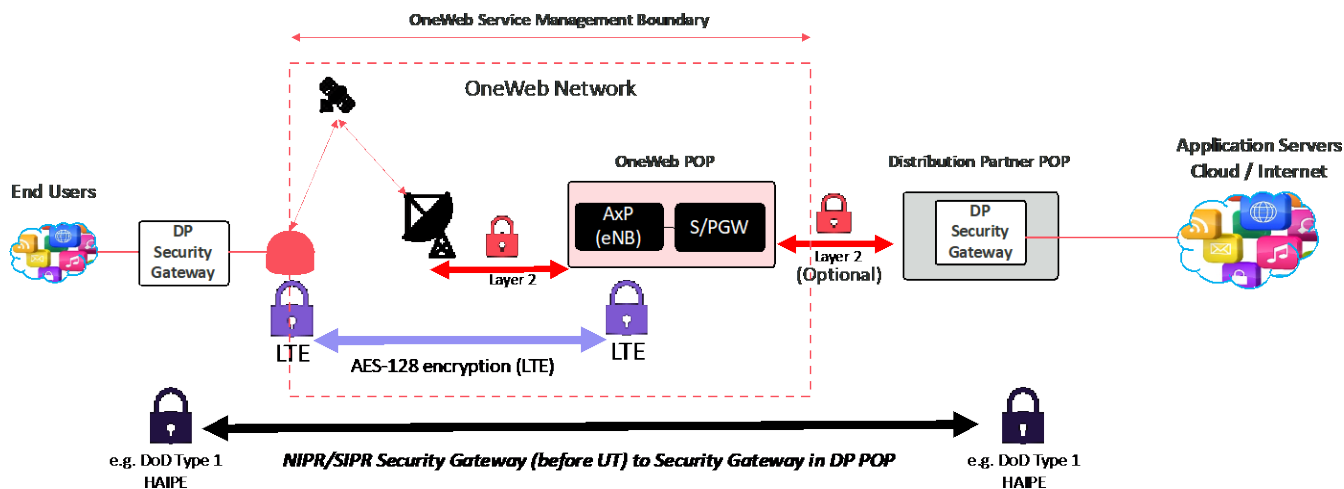
### A. Service Management Boundary.

As illustrated in the below figure, OneWeb's demarcation service management boundary (SMB) for OneWeb's role and responsibility as it relates to the OneWeb Services is the OneWeb facing interfaces on the OneWeb Approved Equipment and at the Home PoP. The actual physical demarcation points of such OneWeb interface will be agreed by OneWeb and Purchaser during the Interconnect Service Type stage (discussed below in more detail in Section 3(C) of this Exhibit 2).



### B. Shared Security Model.

OneWeb operates a shared security model and End User security is a joint responsibility between OneWeb and Purchaser beyond the OneWeb Service Management Boundary, as depicted in the figure below.



- (1) OneWeb Obligations. To maintain within the OneWeb Service Management Boundary, a commercial communications network consistent with industry standards for LTE mobile networks.
- (2) Purchaser Obligations. To select, develop and operate, in conjunction with the End User, a suitable system or systems to encrypt End User data outside the OneWeb Service Management Boundary for the protection of its End Users.

### 3. **ONEWEB SERVICE DESCRIPTIONS**

OneWeb offers the following two (2) OneWeb Service Plans:

- Unlimited Plans; and
- Volume Plans consisting of a Single Volume Plan, a Multi-Site Dynamic Aggregate Volume Plan or a Multi-Site Fixed Aggregate Volume Plan.

Both a Multi-Site Dynamic Aggregate Volume Plan and Multi-Site Fixed Aggregate Volume Plan become active upon the Activation Date of the first Specific Service Plan within such plan and this establishes the applicable billing cycle for such plan going forward. Thereafter, or at the same time such first Specific Service Plan is activated, additional Specific Service Plans may be activated under each such plan up to the maximum number allowed for such plan provided for in Exhibit 1 of this Agreement.

Example Plans:

|                                                 | <b>Volume Allowance per Specific Service Plan</b> | <b>Volume Allowance per Plan</b> | <b>Specific Service Plans per Plan</b> | <b>Maximum number of Specific Service Plans per Plan</b> | <b>Total Volume Allowance by all Specific Service Plans per Plan</b> |
|-------------------------------------------------|---------------------------------------------------|----------------------------------|----------------------------------------|----------------------------------------------------------|----------------------------------------------------------------------|
| <b>Unlimited Plan</b>                           | Not Applicable (N/A)                              | N/A                              | 1                                      | 1                                                        | N/A                                                                  |
| <b>Single Volume Plan</b>                       | e.g., 500GB                                       | N/A                              | 1                                      | 1                                                        | 500GB                                                                |
| <b>Multi-Site Dynamic Aggregate Volume Plan</b> | e.g., 100GB                                       | N/A                              | e.g., 20                               | e.g., 25                                                 | 100GB * 20 = 2,000GB                                                 |
| <b>Multi-Site Fixed Aggregate Volume Plan</b>   | N/A                                               | e.g., 1,000GB                    | e.g., 5                                | e.g., 15                                                 | 1,000GB                                                              |

The OneWeb Services fall into the following categories (as described herein):

- Site Connectivity Access Types;
- Network Slice; and

- Interconnect Service Type.

## A. Site Connectivity Access Types.

### (1) Description of Site Connectivity Access Types:

- i. "IP Access" provides an End User with a single Best Effort (as defined below) quality of service with no/equal traffic prioritization.
- ii. "Business Access" provides the following two (2) levels of priority: (a) high priority connectivity of EF for e.g., Voice Over IP (VOIP) services; and (b) Best Effort connectivity for all other data traffic.
- iii. "IPVPN" (a) enables End Users to connect remote business sites easily and cost effectively where multiple business critical applications and services require specific support; and (b) ensures committed quality of service with two (2) levels of priority traffic (as discussed below) in addition to Best Effort connectivity for all other data traffic.

The following are other key terms with respect to each of the Site Connectivity Access Types:

- Each Site Connectivity Access Type must be assigned to a Network Slice; and
- Multiple Site Connectivity Access Types may be assigned independently to multiple Network Slices.

(2) Traffic Prioritization: The OneWeb Network shall support the following three (3) classes of traffic prioritization, which will vary as supported per Site Connectivity Access Type as indicated in the table below:

- i. Expedited Forwarding ("**EF**"): dedicated bearer with highest priority delivery;
- ii. Assured Forwarding ("**AF**"): dedicated bearer with high priority delivery; and
- iii. Best Effort ("**BE**"): default bearer with default forwarding class (which is the lowest traffic prioritization level).

Where the Site Connectivity Access Type provides multiple levels of priority, these are defined as additional Classes of Service ("**CoS**"). End Users shall be responsible for marking traffic with the right CoS in both the forward and the reverse path. OneWeb shall preserve these CoS markings between the OneWeb Approved Equipment (Customer Edge handover point) and the PoP (Provider Edge handover point).

Site Connectivity Access Types support traffic prioritization in the following combinations:

| <u>Class</u> | <u>IP Access</u> | <u>Business Access</u> | <u>IPVPN</u> |
|--------------|------------------|------------------------|--------------|
| EF           | N/A              | Supported              | Supported    |
| AF           | N/A              | N/A                    | Supported    |
| BE           | Supported        | Supported              | Supported    |

## B. Network Slice. OneWeb shall provide one or more Network Slices to create a logical grouping of Site

## Connectivity Access Types.

(1) Services Support: The following services shall be supported by OneWeb per Network Slice:

- Isolated IP addressing, such that overlapping ranges may be supported among different End User groups, each using their own Network Slice;
- Data pooling, such that allowances may be shared among End Users on the same Network Slice; and
- Routing optimization, such that different Network Slices may be used to 'home' traffic for different End User groups to their preferred Home PoP.

(2) Constraints: The following constraints shall apply to each Network Slice:

- A Network Slice shall support one Interconnect Service Type at one PoP location;
- OneWeb shall allocate each Purchaser with a set number (to be agreed to during onboarding) of Network Slices that they can set-up and used for groups of End Users;
- Purchaser may request additional Network Slices, to be considered by OneWeb on a per-request basis; and
- Purchaser shall be able to manage the configuration of each Network Slice, including, without limitation, logical identifiers (End User IP address range), quality of service, and routing requirements (such as choice of Interconnect Service Type).

(3) Restrictions: Without limiting Purchaser's other obligations in this Agreement, in no event shall Purchaser employ a Network Slice to derive an unfair pricing advantage or otherwise subvert the terms of this Agreement (including, without limitation, those terms and conditions in Exhibit 1 of this Agreement) as determined by OneWeb in its sole discretion.

## C. Interconnect Service Types.

(1) "Cross Connect" provides a physical private interconnect between OneWeb and Purchaser at one of OneWeb's PoP locations across the globe for the primary purpose of routing exchange and traffic flow. Multiple Cross Connects can utilize an existing private interconnect between OneWeb and Purchaser once it has been installed. The characteristics of each Cross Connect will be agreed between OneWeb and Purchaser prior to installation of such Cross Connect.

OneWeb Obligations. For each Cross Connect, OneWeb shall hand traffic to Purchaser at the OneWeb PoP(s) interface; and provide Purchaser with a letter of authorization to interconnect with OneWeb at the chosen OneWeb PoP(s) where appropriate.

Purchaser Obligations. For each Cross Connect, Purchaser shall:

- a. advise OneWeb of its Autonomous System (AS) number;
- b. advise OneWeb of the chosen OneWeb PoP location(s) where they will complete a private interconnect with OneWeb, if Purchaser is not at one of the OneWeb PoPs then it needs to order circuits to meet OneWeb at these PoPs;

- c. issue the necessary letter of authorizations for the private interconnect physical demarcation points at the OneWeb PoP(s) with OneWeb;
  - d. agree the physical specifications for the interconnect handoff inside PoP colocation facilities;
  - e. agree to the parameters necessary to establish the Border Gateway Protocol peering session with OneWeb including IPv4/IPv6 addressing and route advertisements;
  - f. ensure the IP Packets passed across the OneWeb Network are marked with the applicable Differentiated Services Code Point ("**DSCP**") markings;
  - g. ensure the IP Packets passed through the OneWeb Approved Equipment to the OneWeb Network are marked with the applicable DSCP markings;
  - h. ensure all Private IP Address blocks Purchaser intends to allocate have been agreed to with OneWeb;
  - i. if Purchaser requires Public IP Addresses, bring the Public IP Address blocks for allocation to the OneWeb Approved Equipment;
  - j. provide the Domain Name Server and Dynamic Host Configuration Protocol Services for the OneWeb Approved Equipment; and
  - k. for Private IP Address, be responsible for Network Address Translations in its domain.
- (2) "Cloud Interconnect" provides a direct connection between OneWeb and a Purchaser or End-User Virtual Private Cloud in a public cloud provider. OneWeb supports direct connection with the following public cloud providers: Amazon Web Services, Microsoft Azure, Google Cloud, Oracle Cloud, IBM Cloud, Salesforce, and/or Alibaba Cloud.

#### **4. SERVICE LEVELS**

This Section outlines the Service Levels that OneWeb provides for the OneWeb Services purchased through Purchaser as further described in Exhibit 1 of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, OneWeb's deviation from the Services Levels (and/or other service issues or incidents) shall not constitute a breach or default of this Agreement, and Purchaser's sole and exclusive remedy, if any, for such deviation shall be limited to those Service SLA Credits and termination rights for Chronic Performance Problems expressly provided for in this Section below.

##### **A. Service Levels and Service SLA Credits.**

- Service SLA: Where CIR is defined for a given OneWeb Service Plan in Exhibit 1 of this Agreement, OneWeb commits to provide the minimum CIR per CoS as further described below in this Section.
- Service SLA Interval Measurement for each CoS:
  - BE traffic is measured in one (1) hour intervals across a calendar month from the OneWeb service management boundary at the Specific Site where the OneWeb Services are delivered and OneWeb commits to serve the CIR component after EF and AF traffic is served in 95% of the total BE intervals per month.
  - AF traffic is measured in five (5) minute intervals across a calendar month from the OneWeb service management boundary at the Specific Site where the OneWeb Services are delivered

and OneWeb shall serve the CIR component in 95% of the total AF intervals per month.

- EF traffic is measured in five (5) minute intervals across a calendar month from the OneWeb service management boundary at the Specific Site where the OneWeb Services are delivered and OneWeb shall serve the CIR component in 95% of the total EF traffic intervals per month.
- **Service SLA Credit:** OneWeb will provide those service credits on the Service SLA as follows (the "**Service SLA Credit**"): 1% credit on the Site Connectivity MRC for each 1% degradation when totaling all interval measurements across all applicable CoS intervals, per Specific Service Plan and the Service SLA was not met pursuant to the provisions of this Exhibit 2 with any such Service SLA Credit rounded down to the nearest integer; provided that (i) the maximum Service SLA Credit shall not exceed the Service SLA Credit Cap and (ii) the Service SLA Credit shall only apply to the effected and active OneWeb Approved Equipment that is transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network at the time of the Service SLA deviation.
- **Examples of Service SLA Credit Calculations:** The following are illustrative examples of the Service SLA Credit for each Site Connectivity Access Type with a monthly Service SLA Credit Cap of 10% per month of the applicable Site Connectivity MRC:
  - a. **IP Access Example:** *The following shows an example at a Specific Service Plan of a Site Connectivity Access Type of IP Access with an MIR of 100Mbps and a CIR for BE traffic of 20Mbps that does not meet the required Service SLA and requires a Service SLA Credit:*

| MIR     | BE     |                                                     |                                                  |                                         |
|---------|--------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------|
|         | CIR    | Total 1 Hour Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 20Mbps | Actual Intervals OneWeb achieved 20Mbps |
| 100Mbps | 20Mbps | 720                                                 | 95% * 720 = 684                                  | 660                                     |

In the above chart, OneWeb failed to meet the Service SLA in 3% (i.e.,  $(684-660) / 684 = 3.51\%$  rounded down) of the total intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC \* 3%.

- b. **Business Access Example:** *The following shows an example at a Specific Service Plan of a Site Connectivity Access Type of Business Access (which as previously discussed allows for BE and EF traffic priority as well) with an MIR of 50Mbps, a CIR for BE traffic of 10Mbps and a CIR for EF traffic of 7.5Mbps that does not meet the required Service SLA and requires a Service SLA Credit:*

| MIR    | BE     |                                                     |                                                  |                                         |
|--------|--------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------|
|        | CIR    | Total 1 Hour Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 10Mbps | Actual Intervals OneWeb achieved 10Mbps |
| 50Mbps | 10Mbps | 720                                                 | 95% * 720 = 684                                  | 500                                     |

| MIR    | EF      |                                                       |                                                   |                                          |
|--------|---------|-------------------------------------------------------|---------------------------------------------------|------------------------------------------|
|        | CIR     | Total 5 Minute Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 7.5Mbps | Actual Intervals OneWeb achieved 7.5Mbps |
| 50Mbps | 7.5Mbps | 8,640                                                 | 95% * 8,640 = 8,208                               | 7,900                                    |

Total Intervals:

8,892

8,400

In the above charts, OneWeb failed to meet the Service SLA in 5% (i.e.,  $(8,892 - 8,400) / 8,892 = 5.533\%$  rounded down) of the total interval measurements across all applicable CoS intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC \* 5%.

- c. IPVPN Example: The following shows an example at a Specific Service Plan of a Site Connectivity Access Type of IPVPN (which as previously discussed allows for BE, AF and EF traffic priority as well) with an MIR of 100Mbps, a CIR for BE traffic of 20Mbps, a CIR for AF traffic of 20Mbps, and a CIR for EF traffic of 15Mbps that does not meet the required Service SLA and requires a Service SLA Credit:

| BE      |        |                                                     |                                                  |                                         |
|---------|--------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------|
| MIR     | CIR    | Total 1 Hour Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 20Mbps | Actual Intervals OneWeb achieved 20Mbps |
| 100Mbps | 20Mbps | 720                                                 | $95\% * 720 = 684$                               | 650                                     |

| AF      |        |                                                       |                                                  |                                         |
|---------|--------|-------------------------------------------------------|--------------------------------------------------|-----------------------------------------|
| MIR     | CIR    | Total 5 Minute Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 20Mbps | Actual Intervals OneWeb achieved 20Mbps |
| 100Mbps | 20Mbps | 8,640                                                 | $95\% * 8,640 = 8,208$                           | 5,000                                   |

| EF      |        |                                                       |                                                  |                                         |
|---------|--------|-------------------------------------------------------|--------------------------------------------------|-----------------------------------------|
| MIR     | CIR    | Total 5 Minute Intervals in the Calendar Month Window | Intervals necessary for OneWeb to achieve 15Mbps | Actual Intervals OneWeb achieved 15Mbps |
| 100Mbps | 15Mbps | 8,640                                                 | $95\% * 8,640 = 8,208$                           | 8,600                                   |

Total Intervals:

17,100

14,250

In the above charts, OneWeb failed to meet the Service SLA in 16% (i.e.,  $(17,100 - 14,250) / 17,100 = 16.666\%$  rounded down) of the interval measurements across all applicable CoS intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC \* 10% (and not 16% per month due to the Service SLA Credit Cap of 10% per month).

**B. Network Performance Metrics.** OneWeb provides the following OneWeb Network metrics (collectively, the "**Network Performance Metrics**"):

- (1) Link Availability: OneWeb shall maintain a minimum monthly average Link Availability of at least 99.5%. Link Availability is the percentage of time that a full or half duplex communication link (packets going back and forth) between input to the Reference OneWeb Approved Equipment and the OneWeb POP hand-off point is available during the measured month, which is a product of the system availability and location specific effects.
- (2) Latency: OneWeb shall maintain a Target Average Network Latency of  $\leq 70$  milliseconds one-way for the global average of all transmissions as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the

measured month. The Forward Link ("FL") one-way latency is measured as the delay between the OneWeb PoP and the Reference OneWeb Approved Equipment. The Return Link ("RL") one-way latency is measured as the delay between the Reference OneWeb Approved Equipment and the OneWeb PoP. The End-to-End latency for a given Reference OneWeb Approved Equipment is defined as the sum of the FL one-way latency and the RL one-way latency as defined above.

- (3) Packet Error Loss Rate: OneWeb shall maintain a Target Packet/Delivery Loss of successful packet delivery of  $\geq 99\%$  as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the measured month. The Packet Error Loss Rate ("PELR") definition shall be based on the definitions in IETF RFC 7680 (or similar). Specifically, it shall measure IP packet loss between the Reference OneWeb Approved Equipment and the OneWeb PoP. It shall be measured independently for both the FL and the RL. The PELR metric shall be based on standardized UDP and TCP traffic profiles. The measurement protocol shall follow the applicable definitions/recommendations found in IETF RFC 4656 and IETF RFC 5357 (or similar).

### **C. SLA Claim and Deviation Process; and SLA Exclusions.**

- (1) SLA Claim and Deviation Process: In order to receive the Service SLA Credit and/or to report a deviation from any of the other SLAs, (i) Purchaser must (a) notify OneWeb's Technical Assistance Centre in writing (email sufficient) within fifteen (15) business days of the date on which it believes the particular SLA was not met with sufficient details included in such notice and (b) make a claim for such SLA by another such notice to OneWeb's Technical Assistance Centre within fifteen (15) days of such prior notice; and (ii) OneWeb must confirm in writing (email being sufficient) within fifteen (15) business days of Purchaser's second notice whether or not it agrees with Purchaser (and if OneWeb disagrees with Purchaser, OneWeb shall include the reasons for such disagreement in such notification). OneWeb's records will control for the purposes of confirming whether the particular SLA was not met. The Service SLA Credits and any deviations from any of the other SLAs will be calculated in accordance with OneWeb's records and information recorded by, or on behalf of, OneWeb.

If OneWeb receives a valid claim for Service SLA Credit in accordance with the foregoing process, OneWeb will provide the applicable Service SLA Credit by deducting those Service SLA Credits from amounts due under an invoice within two (2) billing cycles of the final determination date of the claim being validated by OneWeb. Where the Service SLA Credit is due after expiration and/or termination of this Agreement and no further invoices are due to be issued by OneWeb, OneWeb will refund the Service SLA Credit to Purchaser within two (2) calendar months.

The failure of Purchaser to submit a claim for (y) the Service SLA Credit and/or (z) deviation from any of the SLAs in accordance with the foregoing process will constitute a waiver of any remedy that would have otherwise resulted from such claim.

- (2) SLA Exclusions: Purchaser shall not be entitled to the Service SLA Credit and OneWeb shall not be deemed to have deviated from any of the other SLAs for the following reasons:
- i. OneWeb's failure to meet an SLA is caused by or results from (a) Purchaser and/or any End User (including, without limitation, loss of data outside of the OneWeb service management boundary discussed above in Section 2 of this Exhibit 2); (b) the OneWeb Approved Equipment (including, without limitation, deactivation of the same); (c) degradation of the OneWeb Network,

the OneWeb Service, applications, and/or devices where compatibility has not been established, or where the issue is not due to failure of the OneWeb Service or the OneWeb Network; and/or (d) factors outside of OneWeb's reasonable control (including, without limitation, a force majeure event, failure by third party providers, signal blockage due to terrain or other physical impediment, satellite sun outage or other astronomical, seismic or weather disturbances, Radio Frequency interference);

- ii. Purchaser has not paid OneWeb all amounts due or is otherwise not in full compliance with this Agreement; and/or
- iii. OneWeb is (a) conducting Emergency Maintenance or Planned Maintenance or (b) providing the OneWeb Services on a test or trial basis.

**D. Chronic Performance Problem Termination Right.** Upon Purchaser's notice to OneWeb of a Chronic Performance Problem, OneWeb shall put in place a remediation plan for the affected Specific Service Plan to address the issues pertaining to the specific Chronic Performance Problems being encountered (the "**Remediation Plan**"). If OneWeb deviates from any of the SLAs for two more consecutive months after implementation of the Remediation Plan with respect to such Specific Service Plan, Purchaser may terminate the applicable Order solely for such Specific Service Plan upon thirty (30) days written notice to OneWeb.

## **5. ONEWEB APPROVED EQUIPMENT**

**A. OneWeb Obligations.** With respect to the OneWeb Approved Equipment, OneWeb shall (1) enable activation of or modify the OneWeb Service configuration on the OneWeb Approved Equipment as part of the OneWeb Service activation or modification process; (2) share with Purchaser details about the release roadmaps of routine maintenance or new feature software upgrades; (3) schedule, in coordination with Purchaser, appropriate support windows when routine maintenance, new feature, critical or emergency software upgrades can be pushed by OneWeb to the OneWeb Approved Equipment ensuring the OneWeb Service disruption is minimized; (4) make available the latest software / firmware release to Purchaser for Purchaser to manage the manual upgrade of the OneWeb Approved Equipment by approved install staff in the case where the OneWeb software / firmware directed push is deemed impractical or not viable; and (5) reserve the right to (i) push critical or emergency software / firmware upgrades to preserve integrity of the OneWeb Approved Equipment and/or (ii) without limiting any of OneWeb's rights in this Agreement, de-activate any of the OneWeb Approved Equipment should it be identified by OneWeb (in its sole discretion) as compromising the OneWeb Network.

**B. Purchaser Obligations.** With respect to the OneWeb Approved Equipment, Purchaser shall (1) procure, ship, stage, install and commission the OneWeb Approved Equipment that has been Type Certified using approved OneWeb vendors where required; (2) manage the RMA process with an approved OneWeb vendor; (3) be responsible for (i) any engineering site visits and associated charges required to install, rectify and/ or replace the OneWeb Approved Equipment, including, without limitation, support or replacement when "end of service" or "end of life" announcements are made for the OneWeb Approved Equipment, (ii) adequately protecting the OneWeb Approved Equipment against viruses and other breaches of security, and (iii) ensuring action is taken to mitigate any risks identified as a result of security monitoring and vulnerability identification; (4) make every effort to (i) facilitate OneWeb's directed push of software / firmware upgrades to the OneWeb Approved Equipment at the appropriate scheduled windows and (ii) ensure that all OneWeb Approved Equipment under Purchaser's management is ready and available during the scheduled windows for such upgrades to take place; (5) ensure the OneWeb Approved Equipment is installed, provisioned, and connected with (and carrying) the latest approved versions of software / firmware

releases and used in accordance with OneWeb approved or given instructions, standards, safety and security procedures applicable to the use of that OneWeb Approved Equipment (collectively, "**OneWeb Guidance**"); (6) advise OneWeb immediately if the OneWeb Approved Equipment has been moved to a different site address and/or has been disconnected permanently; and (7) immediately disconnect OneWeb Approved Equipment if it (i) does not meet any OneWeb Guidance, applicable Law and/or compromises the OneWeb Network in anyway as determined by OneWeb in its sole discretion and/or (ii) is lost, stolen, damaged or otherwise is not under the control of Purchaser or its End User.

**C. OneWeb Approved Equipment Product Catalogue.** Upon request by Purchaser, OneWeb shall provide the latest OneWeb Approved Equipment Product Catalogue to Purchaser.

## **6. SERVICE MANAGEMENT**

**A. Technical Assistance.** OneWeb shall (1) make available to Purchaser a 24x7x365 Technical Assistance Centre as the focal point of contact for Purchaser for post sales technical and network-related questions and for the reporting of incidents on the OneWeb Services; and (2) use reasonable endeavors to remedy any reported incidents and to respond within those targets indicated below based on their impact and urgency (as determined by OneWeb in its sole discretion).

| <b>Severity Guidelines</b>     |                                                                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Incident Severity Level</b> | <b>Definition</b>                                                                                                               |
| Severity 1 (Critical)          | Indicates a complete End User traffic outage or unusable throughput impacting such End User globally or regionally              |
| Severity 2 (High)              | Impairing or intermittent issues but no loss of traffic flow with low business impact; or loss of service at a single site      |
| Severity 3 (Medium)            | Degraded service, but still able to use the service (e.g., with a work around in place); or time sensitive questions or queries |
| Severity 4 (Low)               | Non urgent enquiry or information request                                                                                       |

| <b>Acknowledgements and Updates on Incidents</b> |                                |                                          |
|--------------------------------------------------|--------------------------------|------------------------------------------|
| <b>Incident Severity Level</b>                   | <b>Initial Response Target</b> | <b>Update Frequency (Until Resolved)</b> |
| Severity 1 (Critical)                            | Within 15 minutes              | Every 1 hour                             |
| Severity 2 (High)                                | Within 1 hour                  | Every 4 hours                            |
| Severity 3 (Medium)                              | Within 8 hours                 | Once every business day                  |
| Severity 4 (Low)                                 | Within 24 hours                | Once per week                            |

**B. Tooling and Automation.** With respect to any of APIs provided by OneWeb, Purchaser shall (1) adopt such API interfaces and choose their technical stack to interface therewith; and (2) be responsible for making any modifications and associated costs for interfacing with such APIs. With respect to any Digital Products provided by OneWeb, (i) OneWeb shall provide access to Digital Products to only Named Authorized Users; and (ii) Purchaser shall be:

- responsible and liable for all acts and/or omissions of Named Authorized Users, including, without limitation, any conduct occurring under such Named Authorized Users account even if such conduct was not authorized by Purchaser;
- be in charge of the distribution, management and maintenance of each Named Authorized Users unique account (including, without limitation, the associated password and ensuring each Named

Authorized Users account is not used by more than one employee of Purchaser); and

- immediately terminate access to any person who ceases to be or qualify as a Named Authorized User.

## **7. VOLUME PLAN SPECIFIC PROVISIONS**

**A. Overages and Additional Data Increment Purchases.** If the maximum allowed Volume Allowance on any Volume Plan is reached before the end of the applicable billing cycle, OneWeb provides of the following options to Purchaser to ensure continuation of the OneWeb Service:

i. Automatic Agreed To Addition:

- Data increments are automatically added to the Volume Plan when the maximum allowed Volume Allowance (including any Volume Allowance generated by an Additional Data Increment Purchase, as set out below) has been reached at the size and cost of such data increments provided for in Exhibit 1 of this Agreement; or
- All SLAs of the Specific Service Plan cease to apply once the Volume Allowance has been exceeded.

ii. Additional Data Increment Purchases

- Orders Required: Data increments are ordered by Purchaser – at any time within a billing cycle – and added to the Volume Plan only after such Order is processed by OneWeb at the size and cost of such data increments provided for in Exhibit 1 of this Agreement. If additional data increments are needed but not ordered by Purchaser, OneWeb shall continue the OneWeb Service and Purchaser shall be charged – and is responsible – until the end of the applicable billing cycle for every additional data increment used at the size and cost of such data increments provided for in Exhibit 1 of this Agreement.
- SLAs of the Specific Service Plan apply whilst an Additional Increment Purchase is in use, until its data allowance has been exhausted.

## **B. Measurement under Volume Plans.**

The following applies for all Volume Plans:

- Monthly data usage resets to zero at the end of a billing cycle;
- Any unused data from the maximum allowed Volume Allowance or added data increments purchased under Section 7(A) of this Exhibit 2 do not carry over to the next billing cycle and thereafter, such unused data / added data increments expire and are no longer usable; and
- The minimum data measurement increment is always rounded up to the nearest GB.

**C. Service Suspension under Multi-Site Dynamic Aggregate Volume Plans.** For Multi-Site Dynamic Aggregate Volume Plans or Multi-Site Fixed Aggregate Volume Plans that expressly allow for individual Specific Service Plan suspension and reactivation in Exhibit 1 of this Agreement, Purchaser shall notify OneWeb of the suspension and reactivation dates for a Specific Site no later than thirty (30) days prior to the start of any applicable suspension or reactivation. Thereafter the Dynamic Volume Allowance will be decreased for suspensions or increased for reactivations and allocated the correct proportion of the suspended or reactivated Specific Service Plan's designated Volume Allowance based upon the remaining days left in the affected billing cycle.

### **EXHIBIT 3**

#### **ACCEPTABLE USE POLICY**

(i) **Fair Access Policy.** To ensure that all of OneWeb Technologies' purchasers, customers and End Users have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb Technologies has implemented a Fair Access Policy, which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. OneWeb Technologies has the right to (A) measure and monitor the OneWeb Network for upload and download activity; (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Services or the OneWeb Network; and (C) use other traffic management, shaping and prioritization at its discretion. OneWeb Technologies may reduce data speeds at any time if any of the OneWeb Approved Equipment Data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Equipment. If any End User or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Services or the OneWeb Network, OneWeb Technologies is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or End User can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or End User transfer rate will last until the end of the then-current data allowance period for the OneWeb Services. If the OneWeb Approved Equipment and/or End User again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb Technologies may further temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb Technologies in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb Technologies' sub-distributors and each of OneWeb Technologies' (and its sub-distributor's) end users simultaneously using the OneWeb Network at any point in time. Excessive use includes the use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media and excessively large file downloads or uploads. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End User as described above will reduce the speed at which such OneWeb Approved Equipment and/or End User can upload and download data, but will not altogether prevent the use of the OneWeb Services and the OneWeb Network by such OneWeb Approved Equipment and/or End User.

(ii) **Content and Security.** End User acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network is done so at End User's sole risk and End User assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)-(3), End User shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing including keeping an up to date database of each individual user of the OneWeb Services, permitting to identify such individual user and link it to its activity on its account (regardless if such account is created and managed within End User's, Purchaser's, or OneWeb Technologies' systems), it being agreed that the End User shall disclose such database in case of any request by relevant authorities. Such disclosures to authorities shall be made only as mandatory required by applicable law following due legal process and, where permitted, coordinated via Purchaser; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb Technologies' reasonable control and are not in any way warranted, endorsed or supported by OneWeb Technologies and accordingly OneWeb Technologies is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network, the OneWeb Approved Equipment and OneWeb Services, including the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and

integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb Technologies does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services, the OneWeb Approved Equipment or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of Law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.

(iii) **Prohibited Activities.** As determined by OneWeb Technologies (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, End User shall not undertake, or attempt to undertake any use of the OneWeb Network, the OneWeb Approved Equipment and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Network and/or this Service Contract; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including the following:

- (1) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited email (commercial or otherwise);
- (2) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;
- (3) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
- (4) unauthorized monitoring of data or traffic on any network system;
- (5) transmitting viruses and/or interfering or disrupting service to any other user, host or network;
- (6) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting;
- (7) relaying mail via another site's mail server without express permission of that site;
- (8) impersonating any person or entity, including any OneWeb Technologies employee or representative;
- (9) disclosing passwords or other means for accessing the OneWeb Services, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;
- (10) using the OneWeb Services, the OneWeb Approved Equipment or the OneWeb Network in any jurisdiction where they are not licensed or authorized;
- (11) avoiding fees or charges for the OneWeb Services;
- (12) using any VoIP service for forwarding US toll-free numbers internationally; and/or
- (13) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright agreements for content available through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.