

## **MASTER SERVICES AGREEMENT AND TERMS & CONDITIONS**

### **MTNSAT HOLDINGS LLC (“MTN”)**

This Agreement (this “Agreement”) is entered into as of the Effective Date (the “Effective Date”) which shall be the earlier of (i) the date both Parties execute this Agreement, or (ii) the date on which Services commence. MTN and Customer may sometimes be referred to herein individually as a “Party” or collectively as the “Parties.”

#### **Regulatory and Compliance Requirements**

The execution and continued performance of this Agreement are subject to the standard regulatory and compliance requirements of MTNSat Holdings LLC (“MTN”) and its affiliates, including the completion of a risk-based screening process. The other party agrees to promptly provide any information reasonably requested to facilitate such screening. These requirements apply to the other party and its affiliates, subsidiaries, owners, directors, officers, and related parties, as applicable. MTN reserves the right to suspend or terminate this Agreement if the screening process identifies material legal, regulatory, or reputational concerns, or if the requested information is not provided

#### **BACKGROUND**

MTN provides satellite and wireless data connectivity solutions designed to provide access to broadband connectivity to Customers at any Customer sites, facilities, vehicles, power plants, vessels and or any location as is deemed fit to receive such Services (“Facilities”). Customer desires to purchase services for satellite and/or wireless connectivity from MTN on the terms and conditions of this Agreement at its Facilities designated in an Activation Order (each a “Covered Facility”). In consideration of the terms of this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

#### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

##### **1. Services and Equipment; Pricing; Activation Orders**

**1.1 Services and Equipment.** The “Services” may include Satellite Services (as defined in Exhibit A – Terms and Conditions of Satellite Services and Equipment) and/or Wireless Services (as defined in Exhibit B – Terms and Conditions of Wireless Services). The “Equipment” may include the Equipment necessary for receipt of the Satellite Services, as described in Exhibit A and/or Wireless Equipment necessary for receipt of the Wireless

Services, as described in Exhibit B. In the event that Customer subscribes for and orders Satellite Services and Satellite Equipment, the terms and conditions of Exhibit A shall apply to MTN's delivery/provision and Customer's receipt of the Satellite Services and Satellite Equipment. In the event that Customer subscribes for and orders Wireless Services and Wireless Equipment, the terms and conditions of Exhibit B shall apply to MTN's delivery/provision and Customer's receipt of the Wireless Services and Wireless Equipment.

**1.2 Pricing and Fees, Quotes.** The prices for any Equipment being purchased ("Prices"), the monthly fees for the Satellite Data Plans and/or Wireless Data Plan(s) (collectively, "Data Plans") being subscribed for ("Data Fees"), and all other fees and charges for the Equipment and Services (including but not limited to a per Terminal activation charge, Overage Charges, shipping charges and any requested technical services, such as installation) are as set forth in MTN's standard retail price lists, as provided to Customer and as may be updated from time to time by MTN ("Price List"), or in a valid, MTN approved quotation issued to Customer ("Quote"). Any Price or Data Fee increases or decreases will not affect pricing under any Activation Order which has already been accepted by MTN for the balance of the initial service term thereunder (changes will be effective for any renewal term of any such Activation Order, however).

**1.3 Activation Orders; Additional Services.** During the Term of this Agreement, MTN will provide Customer with those Services and Equipment as is specifically ordered and subscribed for by Customer from time to time in one or more duly executed Equipment and Services Activation Order (each an "Activation Order") delivered by Customer to MTN. Each Activation Order shall be in MTN's supplied form, which shall reference and be governed by the terms and conditions of this Agreement. Activation Order delivery may be made via email. Activation Orders will become binding and will be incorporated into and be made a part of this Agreement, upon written acknowledgement and acceptance by MTN's counter-signature (which may be made via email). MTN reserves the right to reject any Activation Order in its discretion. Each Activation Order shall include (among the other things specified in the form) the Covered Facility(ies) for which Services are being ordered, the Services being ordered, a list of the Equipment by component and the quantity of each purchased (or provided as MTN-Provided Equipment as part of an Equipment-inclusive package), the Data Plan(s) and the term of the Services being subscribed for, the Prices, Fees (each as defined below) and other charges, and the shipping option selected and delivery instructions.

Parties may agree to add certain other equipment and /or services in the future upon terms and conditions to be mutually agreed upon. Such additional equipment and/or services

shall be set forth in Activation Orders, have such additional terms and conditions as may be agreed and added as a Schedule to this Agreement, and shall be subject to the terms and conditions of this Agreement.

**1.4 Shipping.** Customer may choose one of two options for shipping (as shall designate the chosen option in the Activation Order): (1) MTN arranges shipping (via UPS freight or MTN's other selected carrier) to Customer's designated destination/location, and charges Customer based on weight, as indicated in the Price List, or (2) shipping is Ex Works (Incoterms 2010) at MTN's designated facility, meaning MTN makes the Equipment available (packaged) at its facility and Customer arranges for shipping at its cost, for a processing fee as indicated on the Price List. Risk of loss of Equipment transfers to Customer upon MTN's delivery of the Equipment to the carrier in either shipping option (but title will pass only upon payment of the Equipment Price in full). MTN is not responsible for any delay in delivery caused by any carrier.

**1.5 Equipment-inclusive Packages.** In the event that Customer is offered (following credit check and approval by MTN) and selects in the Activation Order an Equipment-inclusive package (in which MTN provides some or all of the Equipment to Customer for its use for a monthly or annual fee, as indicated in the Price List), then title to and ownership of any and all such Equipment ("MTN-Provided Equipment") shall remain at all times with MTN. MTN reserves the right to require payment of a security deposit in its discretion. The additional terms and conditions of MTN-Provided Equipment set forth in Exhibit C shall apply to any such Equipment inclusive package. The security deposit, if any, will be returned to Customer (without interest) in accordance with Exhibit C.

## **2. Term; Termination; Survival.**

**2.1 Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect from the Effective Date through the period that is indicated on the Activation Order and Quote (the "Term"). At the expiration of the initial Term, unless either Party has given at least three (3) months prior written notice of its intent to not to renew, this Agreement will automatically renew on the same terms and conditions for successive additional one (1) year periods on the expiration date of the prior term. In addition, the Term of this Agreement will automatically be extended to cover the balance of any service term under any active Activation Order which extends beyond the Term of this Agreement.

**2.2 Termination.** MTN may terminate this Agreement, either in whole or in part, upon providing Customer thirty (30) days written notice, in the event Customer or the Covered Facility is in material violation of any of the terms or conditions of this Agreement and fails

to cure such violation within such thirty (30) day period. Customer may terminate this Agreement, either in whole or in part, upon providing MTN thirty (30) days written notice if MTN is in material violation of any of the terms or conditions of this Agreement and fails to cure such violation within such thirty (30) day period.

**2.3 Cancellation Fee.** If Customer terminates this Agreement prior to the expiration of the Initial Term without cause, Customer shall pay an early termination fee equal to the lesser of (a) 100% of the remaining monthly Data Fees due through the end of the Initial Term, or (b) six (6) months of Data Fees.”

**2.4 Survival.** The following Sections shall survive any expiration or termination of this Agreement: 2, 4, 5, 6, 7, 8 and 14.

### **3. Payment Schedule; Currency; Taxes**

**3.1 Payment Terms.** All Equipment (including any shipping costs) ordered by Customer shall be invoiced at the relevant Prices upon shipment (unless a deposit or pre-payment is required by MTN in its discretion, based on Customer’s creditworthiness), and shall be due and payable upon receipt. MTN will invoice Customer monthly in advance for all Data Fees and related charges. All invoices shall be due and payable within thirty (30) days of the invoice date. Any undisputed amounts not paid when due shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.” Fees for Data Plans are payable in advance of the applicable service year or month (as applicable), and are therefore invoiced the prior month (e.g., monthly fees for February are invoiced January 1st, and are due and payable before January 30th). Billing for Data Plans commences upon the service activation date, which is the date of Customer acceptance following the initial Equipment test described in Exhibit A, Section 3. All prices and other amounts to be charged in this Agreement are expressed in and shall be paid in U.S. Dollars.

Customer agrees to be liable for all reasonable costs MTN incurs in collection of past due balances, including but not limited to, reasonable collection fees, attorneys’ fees, filing fees and court costs. Customer hereby agrees that any credits to Customer’s account will be used to offset any past due balances. The balance of such credit’s (after past due balances are paid), if any, will be reimbursed to Customer.

**3.2 Currency.** All pricing and payment related to the Services and/or otherwise arising under this Agreement shall be expressed and made in US Dollars.

**3.3 Taxes.** All fees and charges are computed exclusive of any federal, state or local use, gross receipts, value added tax (VAT) or sales taxes or similar liabilities. Any taxes now or hereafter imposed with respect to the Services and the transactions contemplated by this

Agreement (with the exception of income taxes or other taxes imposed upon MTN) shall be the responsibility of Customer, and if paid or required to be paid by MTN, the amount thereof shall be invoiced to Customer. Non-U.S. Customers shall also be responsible for paying all customs, import, excise, sales, and other similar duties and taxes payable in respect of Equipment shipped to Customer.

#### **4. Intellectual Property; License; Trademarks**

Customer acknowledges and agrees that the Equipment, Services and Documentation embody and reflect certain proprietary rights, which may include patent, copyright, trade secret, and other similar rights of MTN or its third party vendors, manufacturers, providers or suppliers (“Suppliers”) which MTN uses under license from such third parties (the “Intellectual Property”), and that MTN (or its relevant Supplier) owns all such Intellectual Property. MTN hereby grants Customer a limited, non-exclusive, non-transferable, non-sub licensable, and fully-paid up license to use the Equipment, the Services and the Documentation, and the Intellectual Property contained therein, solely during the term of this Agreement and in conjunction with Customer’s own internal use of the Equipment and Services. Customer further acknowledges and agrees that it will not take any action that is inconsistent with, or infringes upon, the Intellectual Property Rights of MTN or its Suppliers. Customer may not copy, duplicate, modify or transfer to a third party any software associated with the Equipment or Services, whether owned by MTN or used by MTN under a license from a Supplier. In addition, Customer will not attempt to (or assist any other party in attempting to) disassemble, deconstruct, reverse engineer, or decompile the Service Data, the Equipment, or any software residing within the Equipment or provided in conjunction with the Services.

“MTN GlobalSat” and its logos, and any other brand or product names used by MTN or its affiliates in conjunction with providing the Services, are the trademarks of MTN, and no rights are granted to Customer hereunder with respect thereto. Any trademarks, tradenames, logos, and any other any other brand or product names used by MTN’s Suppliers and any associated logos in conjunction with the Equipment or Services re-sold by MTN hereunder, are the trademarks of the respective Supplier, and no rights are granted to Customer hereunder with respect thereto.

Customer trademarks are the property of Customer and shall remain so at all times during the term of this Agreement, and no rights are granted to MTN hereunder with respect thereto. Customer agrees that MTN may disclose Customer as being a customer and use Customer’s name, logo and the name of the Covered Facility in its marketing, advertising

and promotional materials, subject to Customer's prior approval, which shall not be unreasonably withheld.

### **5.Disclaimer of Warranties**

The Equipment shall be suitable for the purpose for which it is intended, and MTN will perform the Services in accordance with the terms hereof, and in a good and workmanlike manner in accordance with prevailing industry standards. The Services may be unavailable from time to time for reasons beyond the control of MTN, including Customer provided equipment failures, blockages, physical service outages, failures of terrestrial circuits, and weather conditions. OTHER THAN AS SPECIFICALLY SET FORTH ABOVE, MTN MAKES NO WARRANTIES TO CUSTOMER OR OTHER THIRD PARTY REGARDING THE EQUIPMENT, SERVICES OR DOCUMENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, MTN MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES THAT THE SERVICES OR EQUIPMENT WILL OPERATE IN AN UNINTERRUPTED OR ERROR FREE MANNER, OR THAT THEY WILL MEET ANY CUSTOMER'S PARTICULAR PURPOSES.

### **6.Limitation of Liability**

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY, OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY CUSTOMER'S TO MTN IN THE **SIX (6) MONTHS** PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

### **7.Indemnification**

Customer agrees to indemnify and hold harmless (including payment of reasonable attorneys' fees) MTN, its corporate affiliates, officers, directors and any employee or agent thereof (each of the foregoing a "MTN Indemnified Party") against all liability to third parties (except to the extent such liability is caused by the negligent act or willful misconduct of the MTN Indemnified Party) arising from or in connection with this Agreement or MTN's performance of its obligations hereunder. This obligation to indemnify any MTN Indemnified Party will survive the expiration or termination of this Agreement by either Party for any reason. MTN shall conduct the defense of any such third party action arising as described herein unless Customer and MTN shall mutually agree that Customer will conduct the defense.

MTN agrees to indemnify and hold harmless (including payment of reasonable attorneys' fees) Customer, its corporate affiliates, officers, directors and any employee or agent thereof (each of the foregoing an "Customer Indemnified Party") against all liability to third parties (except to the extent such liability is caused by the negligent act or willful misconduct of the Customer Indemnified Party) arising from or in connection with MTN's negligent or willful misconduct in the performance of its obligations hereunder. This obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either Party for any reason. Customer shall conduct the defense of any such third-party action arising as described herein unless Customer and MTN shall mutually agree that MTN will conduct the defense.

The indemnified party shall promptly notify the indemnifying party in writing of any claim for which indemnification is sought and shall reasonably cooperate at the indemnifying party's expense in the defense of such claim. Failure to promptly notify shall not relieve the indemnifying party of its obligations, except to the extent it is materially prejudiced.

### **8. Confidentiality**

Customer acknowledges that MTN's business, the Services (and pricing thereof), certain aspects of the Equipment, and any technical information or specifications related thereto, represent valuable proprietary confidential information. Customer agrees to keep confidential and to safeguard such information using the same standard of care that it uses for its own confidential materials.

MTN agrees to keep any confidential and to safeguard any of Customer's confidential or proprietary information that it learns in the course of providing the Services hereunder using the same standard of care that it uses for its own confidential materials.

Each Party agrees to keep the specific terms of this Agreement confidential and shall not disclose such terms to any third party without the prior written consent of the other Party, provided that either Party may disclose without the other Party's prior consent the terms of this Agreement, on a confidential basis, to its auditors, accountants, attorneys, consultants, investors, lenders, potential financing sources, and insurance agents. The confidentiality obligations under this Section shall survive for five (5) years following termination of this Agreement, and indefinitely with respect to trade secrets.

Notwithstanding the foregoing, the Parties agree that MTN may issue a press release upon execution of this Agreement, subject to Customer's reasonable prior approval.

### **9. Exclusivity**

Customer agrees to procure satellite connectivity services exclusively through MTN during the Term, provided that MTN is meeting its service performance obligations as set forth in this Agreement. If MTN fails to meet such obligations and does not cure the failure within thirty (30) days of notice, Customer may procure alternative services without breach.

#### **10. Insurance**

MTN shall maintain customary and adequate insurance to cover its personnel or subcontractors while performing work onsite at a Covered Facility.

#### **11. Sale or Decommissioning of Covered Facility**

In the event that Customer decommissions or sells one or more Covered Facilities to an unrelated, unaffiliated third party at any time during the Term of this Agreement, then Customer agrees to use reasonable efforts to assist MTN to have this Agreement be transferred and assigned to the new owner of such Covered Facility (including assisting MTN to obtain information to establish creditworthiness). If the new owner does not agree to assume Customer's obligations hereunder, or if MTN opts to discontinue the provision of the Services to such new owner in its discretion, then MTN may terminate this Agreement (and the associated Activation Order) with respect to such Covered Facility. Under such circumstances, the cancellation fee noted in Section 2.3 will apply.

#### **12. Force Majeure**

It shall not be a breach of this Agreement and the Parties shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from natural-cause fire or, explosion, accident, flood, labor trouble or stoppage, civil disorder, sun outage, atmospheric or extraordinary weather conditions (including lightning strikes), any regulation, rule or act promulgated by any national or international governmental agency, acts of God, satellite or terrestrial network interference/failure or any other causes beyond a Party's reasonable control.

#### **13. Government Regulations**

The undertakings and obligations of each Party pursuant to this Agreement are subject to the requirements of all applicable laws and regulations, and each Party agrees to comply with applicable laws and regulations. Customer agrees to use commercially reasonable efforts to keep MTN informed (including providing prior written notice whenever commercially possible) of its corporate registry (or the Covered Facility's) and a list of territories in which it is operating Covered Facilities (and the flag state of registry in the event the Covered Facility is a vessel) installed with a Satellite Terminal. Customer agrees and acknowledges that MTN or its Suppliers will be deemed to have control of all

operations and emissions of the Satellite Terminals for purposes of compliance with the applicable U.S. Federal Communications Commission (“FCC”) licenses or authorizations (or those of any foreign jurisdiction if so required). MTN (on behalf of itself or its Suppliers) at all times reserves the right to temporarily suspend the Services if the Covered Facility is operating within the territory of any jurisdiction that does not recognize the FCC Licenses, to comply with any applicable law, or if the Satellite Terminal causes any unlawful interference. Customer is responsible for providing any additional licenses, authorizations, or additional fees for satellite bandwidth segments that may be required by any jurisdiction in whose territory Customer proposes to use the Satellite Terminal. The Parties agree that in connection with the Services hereunder, neither will (i) accept, make or pay any “kickbacks,” gratuities, bribes, or other such forms of unlawful consideration under any applicable law, or (ii) make, or offer to make, any payment or offer to any government official, legislator, political party official, judge or other administrative official, or that would in any way violate the U.S. Foreign Corrupt Practices Act (“FCPA”) or the similar act or law of any other nation whose laws are applicable to this Agreement or either Party.

#### **14. Miscellaneous**

**14.1 Severability.** In the event where one of the clauses of this Agreement is declared null and void, said clause will be deleted and the other clauses shall remain in force. The Parties will negotiate in good faith to replace the annulled clause.

**14.2 Applicable Law and Forum; Dispute Resolution; Attorneys’ Fees.** The construction, validity, and performance of this Agreement shall be governed in all respects by the laws of the State of Florida in the United States of America. Any dispute, disagreement or claim arising out of or in connection with this Agreement shall be determined as follows: The Parties will negotiate in good faith to reach an agreement for a period of not less than thirty (30) days. If negotiations are unsuccessful, the Parties agree that any remaining dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Fort Lauderdale, Florida, USA, in accordance with the rules of JAMS by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Florida law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, or in the event of a breach by the other Party of the terms in Section 4 or 8 hereof (it being acknowledged and agreed that any such breach will cause irreparable injury to the non-breaching Party and that money damages will not provide an

adequate remedy), without breach of this arbitration provision. All limitations of liability set forth in this Agreement, including but not limited to the limitations set forth in Section 6 hereof, shall be binding and given full force and effect in any such arbitration.

If any proceeding is brought by either Party to enforce or interpret any term or provision of this Agreement pursuant to this Section, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief arising out of this Agreement, all costs incurred by such Party, including such Party's reasonable attorneys' and other experts' fees and expenses.

**14.3 Authority.** Each Party represents and warrants to the other that it is duly organized and existing under the laws of the jurisdiction of its incorporation or existence, and the person executing this Agreement has full power and authority to enter into this Agreement.

**14.4 Assignment.** Customer may not assign all or any portion of this Agreement without the prior written consent of MTN. Subject to the provisions of this Section, this Agreement shall be binding upon the successors and assigns of the Parties.

**14.5 Subcontractors.** MTN may use subcontractors or corporate affiliates to perform certain responsibilities set forth herein, and all work performed by such subcontractors or affiliates remains the responsibility of the MTN.

**14.6 Relationship of Parties.** No agency, partnership, joint venture, or employment is intended to be created as a result of this Agreement and neither Party, nor either Party's employees or agents, have any authority of any kind to bind the other Party in any respect whatsoever.

**14.7 Notice.** All notices under this Agreement shall be in writing and delivered by hand, certified mail, courier, or email to the designated addresses of each Party. Notices shall be deemed given (i) upon delivery if by hand or courier, (ii) five (5) days after mailing, or (iii) upon confirmation of transmission if sent by email.

**14.8 Entire Agreement; Waiver.** This Agreement and the attached Schedules sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties to this Agreement. The failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such Party.

**14.9 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14.10 Customer Representations.** Customer hereby represents and warrants to MTN that it is not nor will during its association with MTN be: (i) engaged in any illegal activity or listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”), pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001), and any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Order, (ii) acting, directly or indirectly, for or on behalf of any person, group, entity or nation named on any of the lists referenced above, or (iii) engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group or entity.

Customer further represents and warrants to MTN that (a) it understands and acknowledges that U.S. export control laws and regulations (including but not limited to the Export Administration Act and the Arms Export Control Act) regulate the export of technology originating in the United States (“Export Laws”), and that the export and/or re-export of the Equipment to a foreign national or a foreign destination may be prohibited, limited or delayed by the Export Laws without a proper export license, (b) and if a license is required by the Export Laws for the provision of the Equipment to Customer, Customer will fully cooperate with MTN in order to obtain such license.

**Third-Party Satellite Services (If Applicable).** From time to time, Services provided under this Agreement may utilize satellite connectivity, equipment, or related services supplied by third parties, including but not limited to Space Exploration Technologies Corp. (“Starlink”) (collectively, “Third-Party Satellite Providers”). **To the extent applicable,** Customer acknowledges and agrees as follows:

1. **Third-Party Terms.** Certain aspects of the Services may be subject to the terms, conditions, acceptable use policies, and other requirements imposed by such Third-Party Satellite Providers, which are incorporated herein by reference. Customer agrees to comply with such terms as they apply to any Services received.
2. **Acceptable Use & Compliance.** Customer shall comply with all applicable acceptable use policies, including Starlink’s Acceptable Use Policy available at <https://www.starlink.com/legal>, as may be updated from time to time.
3. **Export Control.** Customer represents and warrants that it is not a person or entity designated on any U.S. government denied party list and will not resell, transfer, export, or otherwise use the Services in violation of applicable export control, sanctions, or anti-corruption laws.

4. **Service Availability Disclaimer.** Service availability, quality, and performance may vary by geography, regulatory jurisdiction, and network conditions. Use of Services in motion (including maritime or vehicular use) may require additional governmental authorizations, and Customer is solely responsible for obtaining and maintaining such authorizations.
5. **No Liability for Third-Party Actions.** MTN shall not be liable for any suspension, modification, or discontinuation of services caused by the actions or decisions of any Third-Party Satellite Provider, provided that MTN uses commercially reasonable efforts to mitigate the impact on Customer.

**Evaluation / Proof of Concept (POC) Services (If Applicable).** If MTN provides any Services, equipment, or connectivity on an evaluation, proof of concept (“POC”), or trial basis (“Evaluation Services”), such Evaluation Services are provided solely for Customer’s internal evaluation and testing purposes and not for commercial use. Unless otherwise agreed in writing between the Parties, the Evaluation Services will be provided for a period not to exceed thirty (30) days and may be suspended or terminated by MTN at any time without liability. All terms and conditions of this Agreement, including but not limited to limitations of liability, confidentiality, export control, and acceptable use, shall apply to any Evaluation Services to the extent applicable. Upon conclusion or termination of the Evaluation Services, Customer must return any MTN-provided equipment in accordance with MTN’s instructions or may elect to purchase Services under a separate agreement. Customer acknowledges that continued use of the Services after the evaluation period may require the execution of a commercial Services Order or Purchase Agreement.

## **EXHIBIT A**

### **Terms and Conditions of Satellite Services and Equipment**

1. **Satellite Services.** Satellite Services are defined as MTN branded data service, or such other Supplier’s satellite connectivity service as may be indicated in an Activation Order, in each case which is a managed connectivity service for connecting the Satellite Equipment with terrestrial networks via Ku-band satellite links using standard Internet Protocols, and all offered related services (collectively, the “Satellite Services”), provided on a monthly (or annual) data plan subscription basis. Customer will select a data plan subscription (“Satellite Data Plan”) for each designated Covered Facility as provided in a Activation Order (defined below). Satellite Data Plans may provide a certain specified amount of data (in gigabytes, i.e. “GB”) which may be sent or received through the Service each month,

with either a data cap or an overage charge for each megabyte of data used in excess of the subscribed Satellite Data Plan amount (“Overage Charges”), as indicated in the Activation Order. Data Plan subscriptions may guarantee a minimum committed information rate (i.e. data transfer speed) and an average SLA of 98.5%, and maximum information rates may be specified by MTN from time to time. Services include teleport uplink/downlink, and connectivity to the public internet at the teleport facility. Customer is responsible for providing any VPN internet connection or other dedicated terrestrial connection it requests to and from MTN’s designated facility (costs will be separately quoted).

2. **Satellite Equipment.** Satellite Equipment includes fully-integrated satellite remote terminals (“Satellite Terminal”), including antenna module (Ku-band aperture capable of both transmit and receive) and satellite modem, and all related equipment, including but not limited to weather covering, panels, combiners, I/O boxes, BUCs, LNBS, diplexers, interface and coaxial cables, embedded antenna management and other MTN-provided software (collectively, the “Satellite Equipment”). Equipment purchase also requires purchase of Services package. MTN retains the right to require replacement or upgrades of certain components of the Equipment in the event of MTN a software upgrade by MTN or its Suppliers. Optional Equipment such as customized mounting system, power conditioners and portable cases are available on request (pricing separately provided in a Quote, as defined below). MTN will provide Customer with appropriate operational manuals and instructions for the installation, configuration, integration, operation and use of the Equipment (“Documentation”).
3. **Configuration; Installation.** MTN will configure the Satellite Equipment and use commercially reasonable efforts to ship the Satellite Equipment (pursuant to the option chosen as provided in Section 1.5 above) within forty-five (45) days of the acceptance of an Activation Order. Customer may request expedited shipment for an expedited order fee (provided in the Price List), subject to Satellite Equipment availability. Customer is responsible for: (1) installing the Satellite Equipment (including provision and installation of a mounting system which meets the specifications of MTN’s installation guide/manual, or a custom built mounting system is available for purchase from MTN, subject to a Quote upon request), and connecting it to the Covered Facility’s local network, (2) providing conditioned power for the Satellite Equipment, in accordance with the Documentation (power conditioners available for purchase from MTN at the prices indicated on the Price List), and (3) providing space (2 rack units) in a rack at designated communications

cabinet/structure on site. On completion of installation of the Satellite Equipment, Customer is responsible for conducting a test of the Satellite Equipment to ensure the system is working (as provided in the installation guide/manual, and executing MTN's acceptance form (which may be provided and executed electronically).

At Customer's option, it may elect in an Activation Order for MTN to conduct the installation of the Satellite Equipment at the technical service rates indicated in the Price Sheet (plus reimbursement of reasonable travel and out of pocket expenses). In such cases, Customer will provide MTN installation personnel with access badges or other required identification/passes to access the Covered Facility. The security and the safety of MTN personnel is Customer's responsibility, and such security arrangements are subject to MTN's approval before MTN commits staff to operate outside of the U.S.

## **EXHIBIT B**

### **Terms and Conditions of Wireless Services and Equipment**

1. **Wireless Services.** "Wireless Services" are defined as a mobile radio-communications data (only) connectivity services provided by MTN through the networks (the "Wireless Networks") of certain global wireless carriers with whom MTN contracts ("Carriers"), according to the designated standards in the applicable Activation Order (e.g. GSM, UMTS and LTE standards), which offer internet access to Customer's Covered Facilities from the Wireless Terminals (as defined below). The Wireless Services includes access to the designated coverage areas, and may include access to International roaming, if so designated in an Activation Order. The Wireless Services provide Customers with temporarily access, from Wireless Terminals (as defined below) identified using SIM Cards (as defined below) integrated into the Wireless Terminals and associated IMSIs (as defined below) provided by MTN, to the networks of the Carriers (or the networks of the roaming partners of such wholesale providers if Customer's Covered Facility is located outside, or moves outside in the event of a Covered Facility which is a vehicle, truck, vessels, etc., the specified coverage area), and all offered related services (collectively, the "Wireless Services"), provided on a monthly (or annual) data plan subscription basis. Customer will select a data plan subscription ("Wireless Data Plan") for each designated Covered Facility as provided in an Activation Order. Data Plans provide a certain specified amount of data (in gigabytes, i.e. "GB") which may be sent or received through the Wireless Services each month, with either a data cap or an overage charge for each megabyte of data used in excess of the

subscribed Data Plan amount (“Overage Charges”), as indicated in the Activation Order. Data Plan subscriptions do not guarantee a minimum committed information rate (i.e. data transfer speed), and maximum information rates may be specified by MTN from time to time.

2. **Wireless Equipment.** The “Wireless Equipment is composed of “Wireless Terminals,” which means the radioelectrical terminal equipment which, equipped with a SIM Card activated technically by MTN on the Wireless Networks at Customer’s request, allows the Customer to receive the Wireless Services. Customer must have the designated Wireless Terminals to receive the Wireless Services. Wireless Terminals are available for purchase from MTN at the Prices indicated in the Price List (or may be offered by MTN as part of an Equipment-inclusive package).
3. **SIM Cards.** MTN will provide Customer with the number of SIM Cards indicated in the Activation Order. A “SIM Card” means a UICC card with SIM or USIM Application(s) embedded in this card, provided that for the purposes of this definition, the following terms are further defined as:
  - “SIM Application” (for “*Subscriber Identity Module*”) or “USIM Application” (for *Universal Subscriber Identity Module*“): an application embedded in the SIM Card that enables management of authentication of the holder and/or the user of the SIM Card on the mobile network and generation of integrity and encryption keys used to protect transmissions.
  - “UICC Card (for “*Universal Integrated Circuit Card*“): the body of the card (the plastic part of the SIM Card) and an electronic chip containing a microprocessor and memory; the UICC Card is used in mobile telephony to store information specific to the user of a mobile network, for GSM, UMTS and LTE networks.

The SIM Card, which is specific to Customer, is identified using the IMSI Number built into its microprocessor and the NSCE which is legible on the outside of the SIM Card. An “IMSI Number” means an identification number (International Mobile Subscriber Identity) for each SIM card based on a carrier code assigned to the Carrier, enabling any mobile carrier’s network to recognise the SIM Card associated with this IMSI as having been activated on the Carrier’s Wireless Network. Each SIM Card is activated technically on the Wireless Network by MTN at Customer’s request. Once the SIM Card has been activated and inserted into a Wireless Terminal, Customer will be able to use the Wireless Services in the designated coverage area or on an International roaming basis, according to the Wireless Data Plan subscribed for by Customer.

Once shipped to Customer, Customer will hold ownership of the SIM Cards, provided that ownership of the software programs, Intellectual Property embedded in the SIM Card or any other functions built into the SIM Card which allow interface with the Wireless Network, shall remain solely with the Carrier. The conditions for ordering SIM Cards from MTN, as well as the delivery and storage conditions, are as set forth in a separate document which will be supplied by MTN (at which time such document will be deemed incorporated into this Agreement). Once shipped, Customer assumes sole and full liability for the SIM cards, their destruction or their loss and Customer agrees to monitor the management, maintenance and conservation of SIM cards at its own expense. In all cases, Customer remains liable for any fraudulent use of SIM Cards lost or stolen after their shipment to Customer and Customer assumes will take responsibility for the consequences of this fraudulent use and for all related damages.

The SIM Cards delivered to Customer by MTN are allocated specifically to the Wireless Services ordered by Customer in an Activation Order.

## **EXHIBIT C**

### **Additional Terms and Conditions for MTN-provided Satellite Equipment**

1. **Title.** Title to and ownership of any and all MTN-Provided Equipment shall remain at all times with MTN. Customer shall not remove, reconfigure, modify, sell, assign or otherwise transfer MTN-Provided Equipment without MTN's prior written consent. Customer agrees to return all MTN-Provided Equipment within five (5) business days following the expiration or termination of this Agreement (including pursuant to Section 11) or the applicable Activation Order (Customer is responsible for shipping costs), as set forth below. MTN may clearly mark all MTN-Provided Equipment with labels or other material as MTN shall deem appropriate to identify MTN's ownership thereof. Customer shall not allow any liens, charges, encumbrances or other claims ("Liens") to attach or become affixed upon all or any part of the MTN-Provided Equipment. In the event any such Liens are attached to the MTN-Provided Equipment, Customer shall cause the same to be promptly released or discharged by payment, bonding or otherwise, and shall defend, indemnify and hold harmless MTN against any losses caused thereby.
2. **Custody.** Customer shall have care, custody and control of the MTN-Provided Equipment and shall bear responsibility and liability for any loss or theft of, or damage to, the MTN-Provided Equipment while in Customer's control (ordinary wear and tear excepted). Customer shall not alter the MTN-Provided Equipment without

the prior written consent from MTN and shall use the Equipment only for its intended purpose in accordance with the operational parameters set forth in the Documentation. If Customer alters the Equipment without MTN's prior written consent or use the Equipment for any other use than its intended use, then MTN shall have no liability for any MTN-Provided Equipment failure or responsibility to fix or replace such MTN-Provided Equipment except at Customer's expense.

3. Insurance. Customer shall maintain customary and adequate insurance against loss, theft, damage or destruction of MTN-Provided Equipment. Customer's insurance shall be deemed primary with respect to any loss, theft, damage, or destruction to the MTN-Provided Equipment while in its care, custody and control.
4. Return. Customer must request an RMA form by email to [support@MTNsat.com](mailto:support@MTNsat.com) and is responsible for completing the form with the requested information and returning the completed form to MTN at the same email address, and MTN will provide an RMA number upon receipt. MTN-Provided Equipment is to be returned in good and proper working condition (ordinary wear and tear excepted). All returned items must be returned in their original boxes which include protective foam. Each Satellite Terminal is shipped in five (5) separate boxes, one (1) for each of the following components: the mTenna, the IO Box, the iDirect modem, the back plate, and the cables) and must include all packing material, manuals, and any other MTN provided accessories or equipment. Shipment should be made to the address provided by MTN in the RMA form, and the shipping label should reference the RMA number. Shipment should be made by express shipment (FedEx, UPS, DHL or an equivalent shipper) with a tracking number supplied to MTN and adequate insurance selected.

MTN is not responsible for damage or lost items caused by return shipping. Any damage or subsequent failure of the hardware product related to inappropriate packing will result in additional charges for the repair or replacement of the product. Upon receipt, MTN will test each Satellite or Wireless Terminal to ensure it is in proper working order. If the Terminal(s) have no identifiable problems and show no damage beyond ordinary wear and tear, the security deposit will be returned in full to Customer within thirty (30) days following MTN's receipt of the Terminal. In the event of any damage or loss not otherwise covered by insurance, the amount necessary for repair or replacement will be deducted first from the security deposit, and any remaining security deposit balance will be returned to Customer within the above describe thirty (30) period. If the security deposit is not sufficient to cover the full amount of repair or replacement, the remaining amount owed will be invoiced to Customer with payment due immediately upon receipt of invoice.



If Customer does not return the MTN-Provided Equipment within the above specified time period and or if the Provided Equipment is damaged and or not functioning, MTN reserves the right to i) reasonably enter the Covered Facility to remove such MTN-Provided Equipment, and ii) charge Customer the original retail value of the MTN-Provided Equipment plus 50% as liquidated damages.