



Satcom Direct, Inc. ® /Satcom Direct Communications, Inc. ® FlightDeck Freedom® Customer Service Agreement

V2011.2.1

This CSA consists of an Order Form and attached Terms and Conditions. Please allow at least 2-3 business days from Satcom Direct's receipt of a completed CSA for activation, configuration and account billing setup.

Provide complete information, sign agreement and return via email to Activations@satcomdirect.com or via fax to +1.321.777.3702

For questions, please contact Satcom Direct Customer Service at +1.321.777.3000

Request Date to Complete by:

THIS IS A LEGAL CONTRACT. READ ALL PAGES CAREFULLY. I warrant that the information provided herein is accurate and complete. I have read and understand the CSA (including the Terms and Conditions), as well as the information at www.satcomdirect.com describing the services. I authorize you and any credit references or agencies to exchange information concerning my credit records. I am authorized to sign this agreement on behalf of the Customer, or I will be personally responsible for all charges hereunder. I agree that my signature will be legally binding.

Company:

Signature: _____
Authorized Representative/Company Officer

Date:

Name (Printed):

****PLEASE COMPLETE ALL APPROPRIATE PAGES AND RETURN TO US VIA FAX OR EMAIL WITH THIS SIGNATURE PAGE****


AIRCRAFT PROFILE/ORDER FORM

CUSTOMER INFORMATION		AIRCRAFT INFORMATION	
Company Name:		Aircraft Make/Model:	
Primary Contact:		Aircraft Tail Number:	
Phone:		Aircraft Serial Number:	
Email Address:		Country of Registration:	ICAO Home Airport Code:
COMMUNICATIONS SYSTEM INFORMATION (Select All That Apply) :			
<input type="checkbox"/> VHF			
<input type="checkbox"/> Aero H <input type="checkbox"/> Aero H+ <input type="checkbox"/> Aero I			
<input type="checkbox"/> Aero C - SCU Transceiver Serial Number:		Inmarsat Mobile Number (IMN):	
<input type="checkbox"/> Iridium - IMEI for Short Burst Data(SBD):			
AVIONICS			
Data Link ACARS Unit*:			
*For Primus Epic or EASy, provide the following:			
AMI Part Number:		AMI Version Number:	
Model:	Model Number:	Software Version:	
FLIGHT MANAGEMENT SYSTEMS (FMS)			
#1 Manufacturer:	Model Number:	Software Version:	
#2 Manufacturer:	Model Number:	Software Version:	
#3 Manufacturer:	Model Number:	Software Version:	
FLIGHT PLANNING PROVIDER: (list all)			
1)	2)	3)	4)
<input type="checkbox"/> FlightDeck Freedom® is included as part of my Rockwell Collins Ascend™ Flight Information Solutions service plan			
<input type="checkbox"/> Add Jeppesen flight planning service to my FlightDeck Freedom® service plan (complete additional Jeppesen CSA documents)			
FLIGHTDECK FREEDOM® PACKAGE OPTIONS			
<input type="checkbox"/> Freedom Package 1 <input type="checkbox"/> Freedom Package 2 <input type="checkbox"/> FDF Lite <input type="checkbox"/> Graphical Weather - \$1000.00 Annual Fee			
CALL SIGNS USED OTHER THAN TAIL NUMBER (Please enter below:)			
SATCOM DIRECT FLIGHT TRACKER			
Enter the email address of a Main Administrator User. This user will be able to add additional users for their company account. A User Guide/Welcome Packet will be sent to the Main Administrator that is registered.			
Email Address:			



TERMS AND CONDITIONS FOR USE AND SALE OF SERVICES & EQUIPMENT

These Terms and Conditions govern the in-flight wireless communications services (broadband, voice, TV and/or datalink, as indicated on the Order Form) (the “Services”) and equipment (consists of the sale or lease of terminals, antennae, and other equipment or related accessories for use in conjunction with SD Services) (“Equipment”) provided to you, the Customer identified in the Order Form, by us, Satcom Direct, Inc. and/or our Affiliates (collectively, “SD”). “Affiliates” are subsidiaries or other companies under common control or ownership of Satcom Direct, Inc. (including Satcom Direct Communications, Inc.). These Terms and Conditions govern all of Customer’s existing and future SD Services, unless otherwise agreed to in writing by the Parties. SD and Customer are hereinafter also referred to individually as a “Party” and jointly as the “Parties.”

1. PROVISION OF SERVICES AND EQUIPMENT BY SD. (A) SD shall provide Customer with the Services and/or Equipment, pursuant to and in conformance with any Order accepted by SD. SD, upon entering into an Order with Customer may, at its own discretion, utilize one or more of its Affiliates or another party or parties to deliver the applicable Service and/or Equipment. Customer shall request Services and/or Equipment hereunder by issuing to SD one or more proposed order(s) (each an “Order”), in the form provided or approved by SD, or via the electronic order entry system on SD’s website. Upon SD’s acceptance of a proposed order(s), such proposed order(s), shall be deemed an “Order” hereunder and shall, along with these Terms and Conditions, constitute the entire agreement between SD and Customer (the “Agreement”). An Order shall be deemed accepted upon Customer’s written or electronic acceptance of such Order or Customer’s use of the Service. (B) Customer is responsible for notifying SD, in writing, of any request to permanently deactivate or temporarily suspend Services. All such requests must be in writing and sent to: (Fax): +1-321-777-3702 or (Email): activations@satcomdirect.com. Such deactivation may take 48 hours or longer depending on the termination procedures: (i) of the specific Service; and/or (ii) of the underlying Supplier.

2. USE OF SERVICES AND EQUIPMENT. (A) Use of Services and/or Equipment shall be in accordance with any additional terms and conditions that may be imposed by a SD underlying Supplier including but not limited to: ViaSat, Inmarsat, Iridium, and DirecTV. These additional terms and conditions can be found at <http://www.satcomdirect.com/main/legal-notices/termsandconditions.aspx> and are incorporated herein by reference. (B) Customer will use the Services and/or Equipment only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Equipment. Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following actions: (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment; (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) obtaining Services or Equipment without having the intent to pay charges incurred; (iv) using Services or Equipment to further criminal activity; (v) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vi) using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other SD customers. (C) SD reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from SD. (D) **Restricted Destinations.** No Services shall be used in, or Equipment imported into, any country where doing so is a violation of applicable U.S. law, and no Services shall be used by, or Equipment transferred to, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Services be used in, or Equipment imported into, the following countries without the express written consent of SD, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea. (E) Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms in the Equipment, otherwise reduce the Equipment to a human-readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Equipment, or otherwise transfer the Equipment to any third party.

3. SERVICE-SPECIFIC TERMS AND CONDITIONS.

3.1 AVAILABILITY OF SERVICES. (A) **In General.** THE SERVICES ARE PROVIDED ON AN “ON-DEMAND” BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE OR TERRESTRIAL NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, NETWORK EQUIPMENT FAILURES, DISTRESS OR ANY OTHER EMERGENCY PRE-EMPTION AS REQUIRED BY SD OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. SD HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS’ NETWORKS. (B) **Use Limits and Network Management.** SD may, at its discretion, prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on your use of the Service for certain applications or Services. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video, and file sharing, are given a lower priority and at times may be blocked or not work consistently. Actual Service coverage, speeds, locations, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed. (C) **Further Restrictions Placed on SD’s AeroX[®] Service.** As part of the AeroX[®] service, specific content is blocked. Generally, access to the following is always blocked under SD’s AeroX[®] Service: VPN, software application updates, operating system updates, social media websites, streaming video, streaming music, VoIP, and online gaming. Customer, before using the AeroX[®] service, is responsible for consulting with a SD sales representative to ensure this Service meets your requirements and that you are aware of the specific content that will be blocked.



3.2 NO FLIGHT CRITICAL INFORMATION. THE SERVICES ARE NOT INTENDED TO PROVIDE FLIGHT CRITICAL INFORMATION, AND DO NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications through facilities other than the Services described hereunder.

3.3 MODIFICATION OF SERVICES. SD may modify or terminate any and all Services at its discretion. SD will notify Customer of the modification(s)/termination(s) by: (A) posting a notice on the SD or Plane Simple website, (B) e-mail of record, or (C) written correspondence, including notification on Customer's invoice. Such modification(s)/termination(s) will be effective on the date specified in the notice. In most cases, SD will try to provide notice one (1) month in advance of changes to Service(s). In any event, if such modification has a material adverse impact on Customer's ability to use the modified Service(s), Customer may terminate the modified Service(s) by providing written notice to SD within thirty (30) days following the date of such modification. However, Customer agrees to be bound by such modified Service(s) if Customer does not terminate Service(s) within the thirty (30) day notification period.

3.4 SERVICE COVERAGE. The coverage area refers to the geographic area where SD Services can be obtained. Coverage maps for SD Services are available at www.satcomdirect.com. SD disclaims any liability for any inaccuracies in such maps.

4. USE OF IP SERVICES.

4.1 SYSTEM MANAGEMENT AND SERVICE PERFORMANCE. The Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access the Services and to operate the Equipment and/or Customer equipment.

4.2 DATA MANAGEMENT AND RESPONSIBILITY. The Customer is responsible for managing Customer's information, including but not limited to back-up and restoration of data, erasing data from disk space Customer controls and changing data on or settings for customer equipment. SD is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data.

4.3 SECURITY. The Customer is responsible for developing and maintaining any security procedures Customer deems appropriate, such as logon security and data encryption, User ID, alias, and password on Equipment and Customer equipment. SD is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. SD STRONGLY RECOMMENDS THE USE (AND APPROPRIATE UPDATING) OF PASSWORDS, COMMERCIAL ANTI-VIRUS, FIREWALL, AND ANTI-SPY SOFTWARE, AS WELL AS THE USE OF ANTI-SPAM EMAIL SOFTWARE AND FREQUENT PATCHING OF ANY GENERAL USE SOFTWARE. SD disclaims all liability for any damages that may occur as a result of spam or spam filters, viruses, spyware or any other type of malicious code or software.

4.4 USE OF IP ADDRESS. To enable the provision of Services, SD may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and SD must ensure the most efficient use of each address. Accordingly, Customer agrees to the following: (A) SD's assignment of a static IP address to a Customer does not create any property rights in the Customer to that particular IP address; (B) SD reserves the right, at any time, to request that a Customer provide justification, to SD's satisfaction, as to why Customer requires a static IP address assignment; (C) SD reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. SD shall not be liable for any damage that may occur to Customer or Customer equipment as a result of such action.

4.5 MONITORING NETWORK PERFORMANCE. SD automatically measures and monitors network performance and the performance of Customer's Internet connection and the SD network. SD also may access and record information about Customer equipment and settings and the installation of software SD provides in order to provide customized technical support. Customer agrees to permit SD to access and record such data for the purposes described herein SD does not guarantee that these procedures will prevent the loss of, alteration of or the improper access to, Customer's information. SD does not share such information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of SD or its authorized suppliers, vendors, contractors and agents. Customer acknowledges and consents to SD's monitoring of Customer's Internet connection and network performance, and the access to and adjustment of Customer's computer settings, as they relate to the Services, software, or other services which SD may offer from time to time.

4.6 MONITORING INTERNET TRAFFIC. SD shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including and without limitation to Spam, virus, and adult language sniffers and filters). If Customer elects to use any Service by which the Customer can connect to the Internet, SD shall have the right, but not the obligation, to monitor that Internet usage, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by SD.

5. EQUIPMENT-SPECIFIC TERMS AND CONDITIONS. (A) **Delivery/Freight Charges/Risk of Loss.** Risk of loss in the Equipment will transfer upon delivery to Customer and delivery will take place when Equipment is shipped to Customer by SD. Customer will pay any costs incurred by SD to ship the Equipment to Customer's designated location, unless otherwise agreed upon by the Parties prior to shipment. Any additional delivery terms for Equipment will be mutually agreed to by SD and Customer. SD will use commercially reasonable efforts to comply with the delivery terms requested by Customer. In no event will SD have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of SD. (B) **Partial Shipments.** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, SD will maintain a backorder list compiled by date. As backordered Equipment is received from the underlying Supplier, SD will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment. (C) **Title.** Title to Equipment purchased by Customer will transfer from SD to Customer upon SD's receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by SD free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by SD to evidence or perfect its security interest. (D) **Rental Equipment.** Customer acknowledges and agrees that at all times ownership of the Rental Equipment shall remain the property of SD and that this Agreement allows Customer to use the Rental Equipment only in connection with Customer's receipt and use of the Services. SD may, at its option, supply new or reconditioned Rental Equipment to Customer. SD will repair and replace the Rental Equipment owned by SD at no charge, unless such repair or replacement is made necessary due to misuse, abuse, intentional damage, or loss of the Rental Equipment, in which case Customer will be financially responsible for the repair or replacement of



the lost or damaged Rental Equipment. Customer also agrees that the Rental Equipment will not be serviced by anyone other than SD's employees or designated agents or representatives. Customer further agrees not to tamper with or otherwise harm the Rental Equipment. Upon termination of the Service, Customer is responsible (at its cost) for returning the Rental Equipment to SD in an undamaged condition, subject only to reasonable wear and tear. Failure to return the Rental Equipment owned by SD, or returning the Rental Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee. The Equipment Fee will be equal to: the cost of the Equipment + any accessories or software added to the Equipment + 35%. (E) **Inspection & Acceptance.** Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Section, (i) within thirty (30) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item. (F) **Warranty.** Unless otherwise specified, SD provides no warranty or guarantees for any Equipment sold by SD to Customer. Unless otherwise explicitly provided for, all claims for warranty service for such Equipment shall be made directly to the Equipment manufacturer. SD shall not be liable to any party for any loss, injury, harm, or damages, incurred by reason of or incidental to any malfunction or failure of such Equipment. (G) **Refunds/Restocking Fees.** There will be no refunds for used Equipment returned to SD. If Customer returns unused Equipment to SD in its original package, in its original condition, and within thirty (30) days of delivery, SD will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment must be returned to the SD facility as directed by SD.

6. SOFTWARE LICENSE AND INTELLECTUAL PROPERTY. (A) Effective upon delivery, SD grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment or any other third party software (the "Software"), for as long as Customer is entitled to use the Equipment. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will control. Customer may use the Software only in connection with the Equipment and Services provided by SD. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software. (B) Other than as specifically set forth in this Section, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works or other form of intellectual property (collectively "Intellectual Property Rights") are granted or are to be implied by these Terms and Conditions or arisen by estoppel.

7. BILLING & PAYMENT.

7.1 PAYMENT FOR SERVICES AND EQUIPMENT. (A) **Services.** SD will bill and Customer will pay SD for the Services provided by SD and for all applicable taxes, excises, fees or other charges by any government authority, whether local, state, national or foreign as further specified in Section 7.8 or other charges, including but not limited to activation and deactivation fees and amounts, which may be levied upon the Services. (B) **Equipment.** Pre-payment of Equipment may be required before Equipment is shipped. If pre-payment is not required, invoices for Equipment will be sent on or after the date of shipment and will include all applicable taxes, excises, fees or other charges by any government authority, whether local, state, national or foreign as further specified in Section 7.8 or other charges and amounts, that may be levied upon the Equipment.

7.2 PAYMENT TERMS. (A) Customer will pay all invoices within thirty (30) days of the date of invoice, and in accordance with the instructions stated on the invoice. (B) Amounts not paid within thirty (30) days will be subject to a late fee of \$30 per month. (C) Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by SD in collecting any late payments or late payment fees.

7.3 PRICING. All pricing will be in accordance with SD's then-current pricing or pricing provided to Customer in a written proposal by a SD representative for the applicable Service and/or Equipment. SD reserves the right to revise such pricing from time to time.

7.4 LIABILITY FOR DATA USAGE. Customer shall be fully liable for payment of any and all voice and data charges accrued through the use of Equipment or Customer's equipment. It is Customer's sole obligation and responsibility to ensure that all Equipment or Customer equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment.

7.5 ADVANCE PAYMENTS. A Customer for Services may be required to make an advance payment specified by SD. If a Customer has made an advance payment and this Agreement is terminated, SD will refund to the Customer the amount of any advance payment less any charges (including, if applicable, a termination charge under Section 8.2(A) due SD through the date of termination).

7.6 DEPOSITS/BANK GUARANTEES/LETTERS OF CREDIT. SD may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by SD, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.

7.7 METHODS OF PAYMENT. Payment for all Equipment and Services must be made via check, ACH, wire, credit card (Master Card, VISA, American Express, or other credit cards as SD may designate from time to time), or as otherwise allowed by SD, payable in US dollars. SD reserves the right to assess a fee for initiating and processing Customer payment. SD may, but is not required to, accept partial payments from Customer. If Customer sends SD a check or other form of payment marked "payment in full" or otherwise labeled in restrictive endorsements, SD may, but is not required to, accept them, without losing any rights to collect all amounts owed by Customer under this Agreement.

7.8 TAXES/FEES. Customer shall pay all taxes, excises, fees, charges, surcharges or similar exactions imposed by any government authority (local, state, national or foreign) on the Services and Equipment that are the subject of this Agreement (even if imposed retroactively) including but not limited to sales and use taxes, telecommunications taxes, duties, custom fees and Universal Service Fund fee. Further, SD shall have the right to recover from Customer the amount of any government fees or taxes arising as a result of this Agreement, which are imposed on SD or Services/Equipment. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. Customer shall be responsible for providing SD any and all documentation substantiating a claim for



exemption from taxes or fees prior to the date Services or Equipment are first provided under this Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse SD for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation. Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services SD provides and, consequently, uncertainty about what fees, taxes and surcharges are due from SD and/or its Customers. Customer agrees that SD has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding SD's collection or remittance of such fees, taxes and surcharges.

7.9 INVOICE INQUIRIES. Customer must pay all invoiced amounts (even Disputed Amounts) when due. If any portion is in dispute, Customer must, within thirty (30) days of the invoice date containing such disputed amount, give notice to SD of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For avoidance of doubt, claims of unauthorized use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of SD, Customer must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. SD will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favor of Customer. An invoice is deemed to be accepted by Customer if no written notice of dispute is provided before the date the payment is due.

7.10 PAPER INVOICE FEE. An administrative fee of \$10 USD per month, or equivalent, is charged by SD for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month.

7.11 UNINTENDED TRAFFIC/DATA CONNECTIONS. Customer agrees to pay for any and all unintended traffic/data connections including but not limited to call, data or IP traffic generated from Wi-Fi enabled devices, Unlicensed Mobile Access (UMA) devices, through equipment testing, equipment failure, automatic software updates or background tasks, even if Customer wasn't the user and/or didn't authorize its use. Customer expressly acknowledges that there are certain security risks inherent in wireless communications and technology. **FOR FURTHER EXPLANATION SEE DOCUMENT ENTITLED "IMPORTANT NOTICE-UNINTENDED TRAFFIC/DATA CONNECTIONS"** at <http://www.satcomdirect.com/main/legal-notices/Important-Notice-Unintended-Traffic-Data-Connections>, which is incorporated herein by reference.

8. TERM OF AGREEMENT.

8.1 SERVICES PURCHASED UNDER THE PAY-AS-YOU-GO OR PAY-PER-USE PAYMENT OPTION. Services purchased under the Pay-As-You-Go or Pay-Per-Use payment option can be cancelled at any time by either Party by providing written notice to the other Party.

8.2 SERVICES PURCHASED UNDER A SERVICE/SUBSCRIPTION PLAN. (A) Certain Services may be sold under a subscription/service plan, some of which may require minimum service term commitments ("Initial Term"). Accordingly, termination of a subscription/service plan that specifies a minimum service term prior to the expiration of the minimum service term will result in Customer being liable to pay SD a termination charge in the amount of the full contractual commitment of that specific subscription/service plan. For example, if Customer purchases a 2 year service plan at \$5,000/month and the Customer terminates service in the eighteenth (18) month, the termination charge will be \$30,000 (6 months times \$5,000). (B) **Auto Renewal of Service.** All subscription/service plans automatically renew. Customers who do not wish to renew their contract must provide notice of cancellation to SD thirty (30) days prior to the end of the contract term. If notice of cancellation is not received the subscription/service plan will be renewed for the same period as the Initial Term ("Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Term." (C) **Plan Changes.** If Customer wishes to change their service/subscription plan during its Term please contact a SD sales representative for available options.

9. DEFAULT AND TERMINATION. (A) The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from SD: (i) use of the Services or Equipment in any manner or for any purpose contrary to law; (ii) abuse or fraudulent use of the Services and/or Equipment; (iii) failure to make any payments due as invoiced; (iv) discovery by SD that any representation or warranty made by Customer in any document furnished by Customer to SD is incorrect; (v) breach or violation of any of these Terms and Conditions by Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally. (B) In the event of default, SD may, at SD's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. SD will bill Customer and Customer will pay SD, in accordance with Section 7, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, SD will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by SD due to default by a Customer, including but not limited to legal costs. (C) SD, may, with no liability whatsoever, suspend or terminate Services if lawfully ordered to cease operation of such Services by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the Term of this Agreement any equipment, facilities, or property used by SD or its underlying Suppliers to provide the Services are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, SD will have the right, upon written notice to Customer, to terminate the Services affected by the taking. (D) SD may also terminate Services in the event that an Other Contract (as defined in Section 14.3) for purchase of Services expires or is terminated, provided that termination of the Services will only be with respect to the Services provided pursuant to that Other Contract. (E) The rights of termination, restriction or suspension set forth in this Section are in addition to any other remedies available to SD under this Agreement, or at law or in equity.

10. IMPLIED WARRANTIES AND REPRESENTATIONS. (A) THE SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RESPECT OF THE SERVICES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED. SD (AND EACH OF ITS SUPPLIERS) MAKES NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND MALICIOUS CODE-FREE BASIS; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. EXCEPT FOR CERTAIN SERVICES AND PRODUCTS SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SD, SD DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET, SOME OF WHICH MAY BE OFFENSIVE TO YOU. YOU ASSUME FULL RESPONSIBILITY FOR ASSESSING AND EVALUATING THE COMPLETENESS, ACCURACY, AND USEFULNESS OF ALL SUCH MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, AND THEIR MERCHANTABILITY AND QUALITY. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CONFIDENTIALITY, AND PRIVACY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY, AND SD DOES NOT MAKE ANY ASSURANCES OR



WARRANTIES RELATING TO SUCH RISKS. (B) SD MAY PROVIDE CUSTOMER WITH ACCESS TO CERTAIN ACCOUNT MANAGEMENT TOOLS (“TOOLS”), EITHER DIRECTLY OR THROUGH SD’S WEBSITES OR APPS. USE OF THESE TOOLS ARE AT THE CUSTOMER’S OWN RISK, AND SD MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SD DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. INDEMNITY AND LIMITATION OF LIABILITY. (A) SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE FOLLOWING LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW. (B) SD DOES NOT UNDERTAKE TO TRANSMIT MESSAGES, BUT OFFERS THE USE OF ITS FACILITIES TO CUSTOMERS FOR THE TRANSMISSION OF COMMUNICATION SERVICES. (C) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS SD AND SD’S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ASSIGNS AND SUPPLIERS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING LOSSES FROM SETTLEMENT AND REASONABLE COURTS COSTS AND ATTORNEY’S FEES) ARISING OUT OF OR RELATING IN ANY WAY OR ALLEGED TO BE CAUSED BY: (I) CUSTOMER’S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES; (II) CUSTOMER’S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SD; (III) ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR EQUIPMENT; OR (IV) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER’S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE EQUIPMENT AND/OR SERVICES IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY SD. (D) THE TOTAL, AGGREGATE LIABILITY OF SD TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE EQUIPMENT AND/OR SERVICES OR THESE TERMS AND CONDITIONS FOR DAMAGES TO CUSTOMER (OR TO ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING WILL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO SD, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO SD UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST SD. (E) NEITHER SD NOR ANY OF SD’S SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE LIABLE ON ANY BASIS WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, EQUIPMENT OR DATA) EVEN IF A PARTY KNEW OR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, IN CONNECTION WITH (I) THE PROVISION OR FAILURE TO PROVIDE THE EQUIPMENT AND/OR SERVICES, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, OR (II) ANY UNAVAILABILITY, DELAY, INTERRUPTION, DISRUPTION, MALFUNCTION OR DEGRADATION IN OR OF THE UNDERLYING SUPPLIERS’ NETWORK, OR (III) THE SUSPENSION BY SD OR SD’S SUPPLIERS OF THE SERVICES PROVIDED BY SD OR SD’S SUPPLIERS, DUE TO ANY CAUSES WHATSOEVER. SD’S LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SD’S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN. (F) ANY LIMITATION OF OUR UNDERLYING SUPPLIER’S LIABILITY THAT APPEARS IN OUR CONTRACT WITH OUR UNDERLYING SUPPLIER APPLIES WITH THE SAME FORCE AS IF IT APPEARED IN THIS AGREEMENT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

12. GOVERNING LAWS, DISPUTE RESOLUTION & REGULATIONS.

12.1 DISPUTE RESOLUTION. (A) In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall attempt to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. (B) If the Parties do not reach such solution (or agree in writing to mediate the dispute) within a period of 30 days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association. The American Arbitration Association will select one arbitrator to resolve the dispute and the arbitration will be held in Orlando, Florida. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. “Costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrators’ fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys’ fees. (C) Disputes, claims, questions, or disagreement that are based on Intellectual Property Rights shall be submitted to a court of competent jurisdiction and are not subject to the arbitration procedures mandated by this Section. (D) The procedures set forth in this Section shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its sole judgment, such action is necessary. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section. (E) All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures (including optional mediation) specified in this Section are pending. The Parties will take necessary action that is required to effectuate such tolling. (F) The requirements of this Section shall not be deemed to constitute a waiver of any right of termination under this Agreement.

12.2 GOVERNING LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction.

12.3 REGULATIONS. (A) Customer will not use the Services and/or Equipment for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. (B) Customer agrees to strictly adhere to the requirements and restrictions of the U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Services and/or Equipment to ensure the Services and/or Equipment are not transferred in violation of such laws and to obtain any required export/import licenses or authorizations. Customer agrees to obtain, at Customer’s sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer’s use of the Services and Equipment. (C) SD will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Services and/or Equipment in the destination country. In addition, SD will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment in countries where it is prohibited.



13. PRIVACY. Use of the Service is governed by our Privacy Policy which is located at <http://www.satcomdirect.com/main/Company/privacypolicy.aspx> and incorporated into this Agreement by this reference. Complete privacy of conversations or data transmissions while using Services cannot be, and is not, guaranteed.

14. MISCELLANEOUS PROVISIONS.

14.1 CHANGE OF CONTACT INFORMATION. Customer agrees to give SD prompt notice of Customer's change of name, billing address, telephone number and contact person. This notification must be done in writing or via e-mail to SD.

14.2 SALE OR TRANSFER OF AIRCRAFT. Customer agrees to notify SD immediately in writing, within a reasonable time period, after an aircraft is sold or transferred to anyone else. Customer is considered the recipient of Services until SD receives such notice, and Customer may be liable for any charges incurred by anyone up to the time SD receives notice. Customer may not assign or transfer the Services or any of Customer's rights and obligations under this Agreement without SD's prior written consent.

14.3 CONDITIONS OF OTHER CONTRACTS. The obligations of SD under this Agreement are subject to the terms of the agreements under which SD purchases Services from its suppliers (each, an "Other Contract"). To the extent fulfillment of any obligation of this Agreement is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended, terminated or modified to the extent required by the Other Contract. SD represents and warrants that it is not presently aware of any material respect in which this Agreement is inconsistent with an Other Contract.

14.4 FORCE MAJEURE. SD will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of SD or Customer and other delays incurred for reasons beyond SD's reasonable control. SD's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

14.5 WAIVER OF COMPLIANCE. The waiver or the failure of SD to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

14.6 ASSIGNMENT. SD may assign this Agreement, but you may not assign this Agreement without our prior written consent.

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

14.8 SURVIVABILITY. All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive, including but not limited to the Sections entitled "Billing and Payment", "Sale of Equipment", "Use of Services and Equipment", "Default and Termination of Services", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Governing Law, Dispute Resolution & Regulations".

14.9 NOTICE. Unless otherwise specified elsewhere in this Agreement, written notices (including notices appearing on your invoice) to Customer will be effective on the day of the effective transmission of an e-mail or fax, or three days following the date deposited in the postal service addressed to Customer's billing address as listed in SD's records. Notice to SD will be effective when received. Customer's notice must specify Customer's company or individual name, as appropriate, the SD customer account number and the affected aircraft tail number(s).

By mail: Satcom Direct, Attn: Support Department -1901 Highway A1A, Satellite Beach, FL 32937 USA

By Email: support@satcomdirect.com

By Fax: +1.321.777.3002

14.10 FULL DISCLOSURE. Customer has had the opportunity to review this Agreement before execution. Customer also had the opportunity to consult with an attorney or other person/entity of Customer's choosing for legal/professional advice prior to executing this Agreement. Further, Customer has fully informed itself of the contents, terms, conditions, and effects of this Agreement, has read the entire Agreement and fully understands all of the terms.

14.11 ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any other prior negotiations, discussions, and agreements between Customer and SD. There are no representations, promises, warranties, understandings or agreements, express or implied, oral or otherwise, except those that are expressly referred to or set forth in this Agreement.

14.12 NEW AND MODIFIED SD TERMS AND CONDITIONS. Customer understands and agrees that SD may add new terms and conditions to this Agreement or modify the current Terms and Conditions from time to time. SD will notify Customer of any change in the Terms and Conditions by: (A) posting notice of such change on the SD or Plane Simple website, (B) e-mail of record, or (C) written correspondence, including notification on Customer's invoice. Such modification(s) will be effective on the date specified in the notice. In any event, if SD modifies the Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service(s), Customer may, within the thirty (30) day period following the date of such modification, terminate the affected Service(s) without penalty.



14.13 REPRESENTATIONS OF AUTHORITY. By your written or electronic signature, you indicate your unconditional acceptance of this Agreement. By signing this Agreement you represent that you are authorized to execute and deliver this Agreement, that this Agreement is binding upon the Party for whom you have signed and that the signature of no one else is required to bind that Party.

14.14 EFFECTIVE DATE. The Terms and Conditions are effective as of 27 October 2011, and will remain in effect unless modified, revoked or terminated by SD.