

# Satcom Direct - Jet ConneX

## Subscriber Agreement

### Attachment A - Fees, Terms and Conditions

#### SATCOM DIRECT Jet ConneX Plans & Pricing

Service Plan	Monthly GB Allowance	Down Link CIR (Mbps)	Down Link MIR (Mbps)	Up Link CIR (Mbps)	Up Link MIR (Mbps)	Max Rollover GBs	Minimum TopUp GBs
JX-30	30GB	1.50	4.60	0.40	0.70	15.0 GB	15.0 GB
JX-35	35GB	2.00	6.10	0.50	0.90	17.5 GB	17.5 GB
JX-40	40GB	2.60	7.70	0.60	1.00	20.0 GB	20.0 GB
JX-45	45GB	3.10	9.30	0.80	1.00	22.5 GB	22.5 GB
JX-95	95GB	6.00	15.00	0.80	1.00	47.5 GB	47.5 GB

CIR = Committed Information Rate. This is the minimum expected data rate (Mbps) per package if requested.

MIR = Maximum Information Rate. This is the maximum data rate (Mbps) available per package.

Service Level Agreement (SLA) = Only valid above 10,000 feet and based on optimal weather and look angle.

#### Jet ConneX Subscription Terms

- Early termination fees apply. At the end of the Initial contract term, the Jet ConneX service plan will auto renew based off of your originally negotiated contract with SD. If you wish to modify the contract, or agreement please contact your local SD Regional Sales Manager.
- When the day of subscription activation is any other than the 1st day of the calendar month, the monthly Subscription Charge shall be adjusted for the initial month on a pro-rata basis. Thereafter, the Monthly, Subscription Fee will be applied for a full calendar month.
- The monthly fixed GB allotment is the total volume of data provided per month and includes data transmitted in the forward link and return link directions.
- Rollover GBs - When an aircraft Monthly GB allotment is not consumed in full in any given month, Gigabytes will carry forward a maximum amount of data each month, as provided under "Available Rollover GBs" in the table herein.
- Additional optional GBs (TopUp) for this plan may be purchased upon request by Subscriber.
- Any usage or activation fees received by third parties including local Governments or Government agencies will be passed through when received. Fees vary by country and may not always be billed in a timely fashion.
- Fair access policies are used by Satcom Direct's suppliers to prevent abusive consumption of bandwidth by users and ensure that all subscribers have fair and equal access to the service.
- When a subscription deactivation has taken place for operational reasons, including but not limited to aircraft maintenance, repairs, aircraft authority ordered grounding, etc. for a period not exceeding four months in aggregate, the period of deactivation shall not count towards the minimum term period.
- Any unused GBs not used at the end of any 12-month period shall be lost and set to zero.
- If there are unused GBs and the plan is upgraded by Customer, the amount of unused GBs will be carried forward to the upgraded plan. If there are unused GBs and the plan has been downgraded, the amount of GBs will be lost and set to zero.
- Once a plan is upgraded, the plan cannot be downgraded for a period of four (4) months following the date of the upgrade. A plan cannot be downgraded more than twice in any 12-month period.
- Upgrade/Downgrade Charges. Charges will be pro-rated from the date of the upgrade; downgrades will not be pro-rated.
- Should Subscriber wish to terminate a Service Plan during the Minimum Service Term, as a result of the aircraft being decommissioned, scheduled to be taken out of service or being sold by Subscriber, Subscriber shall give SATCOM DIRECT four (4) months written notice. A Service plan may not be canceled or suspended during the Subscription Deactivation period. After the four (4) month notice period, further payment obligations of the affected Service Plan are canceled. For purposes of this section, Subscription Deactivation shall be defined as the temporary suspension of Service to a satellite terminal for a period not to exceed four (4) months.

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- Customer shall be solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating satellite services and/or equipment. Customer agrees to obtain all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for use of the services.

#### Exceptions to Service Level and Service Metric Targets

The network availability service levels and service metric targets shall not apply in any of the following situations:

- The Service is operated when the aircraft is below 10,000 feet above sea level;
- Distribution Partners, or customers furnished equipment failure (including cabin network Infrastructure);
- Any planned maintenance event;
- Any act or omission of Customer resulting in an adverse effect on the Service;
- Gaps in Global Coverage or Regional Coverage due to Satellite configuration;
- Unavailability or misuse of any equipment involved in delivery of the Service;
- Any Force Majeure Event;
- Satellite sun outage or other astronomical disturbances;
- Satellite Terminal failure;
- PC equipment failure;
- Fault with an interconnect link from the point of Interconnect to Distribution Partner;
- Regulatory restrictions requiring an alteration or suspension in the provisioning of the Service;
- Availability of the internet beyond Honeywell's network edge;
- Temporary or permanent suspension or reduction of the Service in accordance with the terms set out in "Annex 2-Prices to Distribution Partners";
- Satellite Terminal deactivation;
- RF interference caused by external sources.

#### Maintenance Subscription Suspension Terms and Pricing

Subscription Suspension allows the customer to temporarily place an SSPP on hold for a Provisioned GX Satellite Terminal, to assist Subscribers with special operational requirements including but not limited to Aircraft maintenance, repairs or aircraft authority ordered grounding.

During Subscription Suspension:

- Subscribers' data and voice traffic will not be permitted to pass to or from the system.
- Customer will be billed a monthly administrative charge to maintain the account based on the currently provisioned plan at the time it enters maintenance.
- Subscription Suspensions may occur for a maximum of 120 calendar days in aggregate.
- Each Subscription Suspension must have a minimum duration of seven (7) calendar days.
- Subscription Suspension during the Minimum Period will not count towards the Minimum Period.
- For example, a Provisioned GX Satellite terminal on a twelve (12) month SSPP has been temporarily suspended for 60 calendar days; therefore, the Minimum Period for this SSPP will be extended by 60 calendar days.
- A Subscription shall not be upgraded, downgraded or terminated during the Subscription Suspension period.

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#### Subscription Suspension Fee

JX Plan	Monthly Suspension Charge
SD-JX30	\$ 1,570.80
SD-JX35	\$ 1,885.40
SD-JX40	\$ 2,356.20
SD-JX45	\$ 2,867.70
SD-JX95	\$ 5,107.30

#### Sale of Aircraft Terms and Conditions

##### Transfer of ownership:

If the aircraft is sold before the minimum commitment has been fulfilled and the new owner stays with Satcom Direct for JX services, Satcom Direct can transfer the service to the new owner. The original owner will be responsible for all fees associated with the service up to the point of deactivation and transfer to the new aircraft owner.

##### Upgrades and Downgrades:

The new aircraft owner/operator can upgrade, and or downgrade to a new plan subject to the upgrade/downgrade terms and conditions.

- Downgrading the SSP will result in a reset of the contract start date.
- Upgrading the SSP will not change the contract term length