

Satcom Direct, Inc., (“SD”) Terms and Conditions FlexExec Service

The FlexExec Service features a flexible and scalable network architecture utilizing a Ku-band High Throughput Satellite network. You entered into a Pricing Proposal Agreement (“PPA”) whereby you selected the FlexExec Service for your high-speed connectivity for your aircraft. These Terms and Conditions, including the PPA, the Customer Service Agreement, the Intelsat Acceptable Use Policy available at <https://my.intelsat.com/Legal>, SD’s Privacy Policy available at <https://www.satcomdirect.com/legal-notice/privacy-policy/>, SD’s General Terms and Conditions for Use and Sale of Services and Equipment available at <https://www.satcomdirect.com/wp-content/uploads/2019/03/Standard-Terms-and-Conditions-2.15.2019.pdf> and the SD Warranty Terms and Conditions for SD branded equipment which were provided at purchase and are available at <https://www.satcomdirect.com/warranty/> together make up the complete agreement between you and Satcom Direct, Inc. (the “Agreement”). You acknowledge that: (1) the warranty for the Astronics T-310 system Warranty Terms and Conditions were provided to you by the manufacturer at purchase; and (2) the DB Integrations DB40-1340-01K installation kit Warranty Terms and Conditions, if applicable, were provided to you by the manufacturer at purchase. You and SD will have accepted this Agreement and will be bound by its terms after you electronically accept this Agreement. You have accepted these terms and conditions which govern your use of the FlexExec Service. You understand that acceptable use, privacy, and policies will change from time to time and you agree that the Acceptable Use Policy, Privacy Policy, SD General Terms and Conditions and these FlexExec Terms and Conditions may be revised periodically by posting a new version of policies on the websites identified above. Additionally, in order to enhance your connectivity services, the provision of the FlexExec Service may be modified from time to time at SD’s discretion.

FlexExec Plan Information. You will be subject to the FlexExec terms and conditions that apply to the plan you selected in your PPA.

- **FlexExec PayGo Monthly Data Plan:**
 - The FlexExec PayGo Monthly Data Plan is a data plan that is invoiced on a monthly basis for the data used during the previous month of service.
- **FlexExec Annual Data Plan:**
 - The FlexExec Annual Data Plan is a data plan that is purchased upfront for 12-month term(s) of service, payable at the beginning of each applicable 12-month period during the term. If you opted for the Annual Data Plan in the PPA, your purchased data must be used by you within each 12-month term of service which shall commence on the first day of the term of service as evidenced on your SD invoice. Any unused data remaining at the end of each 12-month term of service will be cancelled to zero and will not rollover to any subsequent 12-month period.
- **FlexExec Power by the Hour Plan:**
 - The FlexExec Power by the Hour Plan is a **pay as you fly plan**. If you opted for the Power by the Hour Plan in the PPA, you will be charged the agreed upon rate as specified in the PPA based upon the duration of each and every flight leg for your aircraft during the term of service. **(The Power by the hour plan is not intended for your use of the FlexExec Service when an aircraft is on the ground and any such use is subject to a fair use policy.)** You will be charged based on the number of minutes flown calculated from wheels up to wheels down, at a per-minute rate equal to one sixtieth of the per hour price specified in the PPA. The flight duration of your aircraft will be automatically reported to SD via the FlightDeck Freedom service (“FDF”) and FlightLogs service. The FlightDeck Freedom and FlightLogs services are included as part of the FlexExec Service subscription and, in order to utilize the FlexExec Service, you must activate, and maintain activation of, the supply and transmission of data by you for FDF and FlightLogs.
 - You agree to pay for the minimum number of annual flight hours specified in the PPA for the Power by the Hour Plan. You must use your agreed upon flight hours during each 12-month term of service. At the end of each 12-month term of service, any remaining unused hours, which is the difference between the agreed upon minimum number of annual flight hours and the number of actual hours flown during the applicable 12-month period, shall be invoiced to you at your agreed upon rate as set forth in your PPA and such invoice amount shall be immediately due and payable.

Effective as of March 19, 2019 until replaced

- The Power by the hour Plan does not permit billing exclusions or deductions for flights conducted in regions with no or limited network coverage and/or hardware-related deficiencies.
- **FlexExec Unlimited Service Plan:**
 - The FlexExec Unlimited Service Plan is an unlimited data plan. As an incentive to you, the Unlimited Service Plan will include an additional month or months of connectivity service at no additional charge based upon your selection of payment method as identified in your PPA. No deduction will be made for flights conducted in regions with no or limited network coverage and/or hardware-related deficiencies.

Activation and Term. The duration of your term of service for your FlexExec plan was elected by you in the PPA. Your term of service and billing commences on the activation date as referenced on your invoice and ends upon the final day of the duration of your service term.

Cancellation, Interruption or Suspension: SD may interrupt, suspend, or cancel your FlexExec service plan in SD's reasonable discretion without advanced notice for:

- Abuse of, or fraud related to, the FlexExec Service any systems or tools granted access to in support of service, FlexExec-approved equipment or service plan.
- Use of the FlexExec Service for any unlawful, abusive or fraudulent activity.
- Use of the FlexExec Service or relevant SD -approved equipment in any manner that is harmful to, or interferes with, or negatively affects the FlexExec Service, or other SD customers.
- Use of the FlexExec Service in a manner inconsistent with the Agreement.

Suspension: SD may interrupt or suspend your FlexExec Service without advanced notice in its reasonable discretion for:

- Aircraft downtimes due to maintenance or other related activities for a time period of no longer than three (3) months in duration (or four (4) months for FlexExec Unlimited customers).
- Suspension for non-payment for any services provided to customer by SD.

Reminder: All users of the FlexExec Service are subject to Intelsat's Acceptable Use Policy. This policy can be viewed at <https://my.intelsat.com/Legal>

SATCOM DIRECT, INC., BY ITS CHIEF OPERATING OFFICER



YOU AS CUSTOMER:

I AGREE

BY CHECKING "I AGREE", YOU ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING PPA, the Customer Service Agreement, <https://my.intelsat.com/Legal>, <https://www.satcomdirect.com/legal-notice/privacy-policy/>, <https://www.satcomdirect.com/wp-content/uploads/2019/03/Standard-Terms-and-Conditions-2.15.2019.pdf>, the Astronics T-310 system Warranty Terms and Conditions which were provided at purchase, the DB Integrations DB40-1340-01K installation kit Warranty Terms and Conditions, if applicable, which were provided at purchase and the SD Warranty Terms and Conditions for SD branded equipment which were provided at purchase and are available at <https://www.satcomdirect.com/warranty/>. **YOUR ACCEPTANCE SERVES AS YOUR ELECTRONIC SIGNATURE, WHICH IS BINDING ON BOTH PARTIES. YOU MAY WISH TO PRINT YOUR ACCEPTANCE AND THIS AGREEMENT FOR YOUR RECORDS.**
