

Satcom Direct, Inc., ("SD") Terms and Conditions **Inmarsat Jet ConneX (JX) Service**

The Inmarsat JX Service features a flexible and scalable network architecture utilizing their Ka-band global Satellite network to deliver an in-the-air broadband experience comparable to on-the-ground connections. You entered into a Pricing Proposal Agreement ("PPA") whereby you selected the Inmarsat Jet ConneX (JX) Service for your high-speed connectivity for your aircraft . These Terms and Conditions, including the PPA, the Customer Service Agreement, 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> , the SD Warranty Terms and Conditions for SD branded equipment which were provided at purchase and are available at <https://www.satcomdirect.com/warranty/>.

Inmarsat Jet ConneX (JX) Plan Information

You will be subject to the Inmarsat JX terms and conditions that apply to the plan you selected in your PPA.

Below is an example of the list of plans that are currently available for the Inmarsat Jet ConneX service.

JX Service Plan	Monthly JX Fixed GB Allowance	Down Link CIR (Mbps)	Down Link MIR (Mbps)	Up Link CIR (Mbps)	Up Link MIR (Mbps)	Max JX Rollover GBs	Minimum JX 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 (JX) Subscription Terms

- Jet ConneX minimum commitment terms are defined in the PPA. Early termination fees apply. At the end of the JX term defined in the Pricing Proposal Agreement (PPA), the Jet ConneX service will auto renew based off the originally negotiated terms. If you wish to modify the JX terms defined in the Pricing Proposal 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 JX Subscription Charge shall be adjusted for the initial month on a pro-rata basis. Thereafter, the Monthly, JX Subscription Charge will be applied for a full calendar month.
- The monthly JX fixed GB allowance is the total volume of data provided per month and includes data transmitted in the forward link and return link directions.
- JX Rollover Gigabytes (GB) - When an aircraft Monthly GB allowance is not consumed in full in any given month, GBs will carry forward a maximum amount of data each month, as provided under "Available Rollover GBs" in the table herein.
- Additional optional GB (TopUp) for this plan may be purchased upon request by Customer.
- 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 customers and ensure that all customers 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 (4) months in aggregate, the period of deactivation shall not count towards the minimum term period.
- Any unused GB 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 GB will be carried forward to the upgraded plan. If there are unused GB and the plan has been downgraded, the amount of GB 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 Customer wish to terminate a JX Service Plan before the minimum term defined in the Pricing Proposal agreement, as a result of the aircraft being decommissioned, scheduled to be taken out' of service or being sold by Customer, Customer shall give SATCOM DIRECT four (4) months written notice. A JX 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.
- 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 JX 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.

JX Maintenance Subscription Suspension Terms and Pricing

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

During Subscription Suspension:

- Customer's 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 defined in the Pricing Proposal Agreement.
- For example, a Provisioned GX Satellite terminal on a twelve (12) month JX Plan has been temporarily suspended for 60 calendar days; therefore, the Minimum Period for this JX Plan will be extended by 60 calendar days.
- A Subscription shall not be upgraded, downgraded or terminated during the Subscription Suspension period.

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 defined in the Pricing Proposal Agreement 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 JX plan subject to the upgrade downgrade terms and conditions.

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