



TERMS AND CONDITIONS FOR USE AND SALE OF SERVICES & EQUIPMENT

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customer(s)") using mobile satellite and/or terrestrial wireless communication services, including but not limited to Inmarsat®, Iridium®, ViaSat®, DirecTV® and SITA® services ("Services") and/or equipment ("Equipment") provided by Satcom Direct, Inc., Satcom Direct Communications, Inc., or their affiliates or operating subsidiaries (collectively, "SD"). These Terms and Conditions shall govern all of Customer's existing and future SD Services and/or Equipment, unless otherwise agreed to in writing by the Parties. SD and Customer are hereinafter also referred to herein 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 utilize one or more of its affiliates, subsidiaries 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 websites. 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, govern the provision by SD of Services and/or Equipment to Customer (the "Agreement"). There are no other oral or implied agreements, warranties or understandings, and from time to time, SD may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions. (B) An Order shall be deemed accepted by Customer upon Customer's written or electronic acceptance of such Order or Customer's use of the Services. In the absence of a written or electronically submitted Order, Customer's issuance to SD of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively, "PO(s)") will constitute Customer's acceptance of SD Services and/or Equipment. If Customer issues a PO to SD for Services and/or Equipment, such PO will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. (C) Customer is responsible for notifying SD, in writing, of any request to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after SD's receipt of Customer's written request and SD's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): +1-321-777-3702 or (Email): activations@satcomdirect.com. Customer will remain liable for all charges up to and including the last day of the billing period in which SD acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

2. USE OF SERVICES AND EQUIPMENT. (A) **Supplier Terms.** Use of Services and/or Equipment shall be in accordance with any additional written and published terms and conditions that may be imposed by a SD underlying Supplier including but not limited to: ViaSat®, Inmarsat®, Iridium®, SITA® and DirecTV® ("Suppliers"). These additional terms and conditions can be found at <http://www.satcomdirect.com/main/legal-notice/termsandconditions.aspx> and are incorporated herein by reference and may be amended from time to time. (B) **Laws & Regulations.** Customer will use the Services and Equipment only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer agrees to obtain, at Customer's sole expense, all necessary applicable licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services and/or Equipment. Customer is solely responsible for determining and complying with the applicable licensing requirements in any jurisdiction in which it is operating the Services and/or Equipment. 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. 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 and/or Services in countries where doing so is prohibited. (C) **Abusive or Fraudulent Use.** 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.

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, EQUIPMENT OR NETWORK FAILURES OR LIMITATIONS, DISTRESS OR ANY OTHER EMERGENCY OR NATIONAL SECURITY 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 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. 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. (C) **Service Coverage.** The coverage area refers to the geographic area where SD Services can be obtained. Coverage maps for SD Services are available at Satcom Direct's website: www.satcomdirect.com. SD disclaims any liability for any inaccuracies in such maps. Actual Service coverage, speeds, locations, and quality may vary. (D) **Further Restrictions Placed on Services using a Packet Shaper.** Customer may elect to utilize a packet shaper that restricts, limits or blocks specific content. Generally, access to the following is always blocked by the packet shaper: VPN, software application updates, operating system updates, social media websites, streaming video, streaming music, VoIP, and online gaming. Customer confirms that a SD sales representative has talked to Customer about the specific content that will be restricted, limited or blocked. Customer is responsible for notifying SD, in writing, of any request to make changes to what content is restricted, limited or blocked. If a Customer requests access to its VPN, while the Customer is using its VPN the packet shaper will no longer be effective in restricting, limiting or blocking data traffic.

3.2 911 SERVICE. THE SERVICES DO NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by applicable law or good aviation practices for the transmission of priority or distress communications through facilities other than the Services described hereunder.

3.3 MODIFICATION/TERMINATION 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) emailing Customer at Customer's e-mail address 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) calendar 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) calendar day notification period.

4. USE OF INTERNET PROTOCOL 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. 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. 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 that SD may offer from time to time.

4.6 MONITORING INTERNET TRAFFIC. SD shall have the right, but not the obligation, to monitor Internet 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.

5.1 DELIVERY/FREIGHT CHARGES/RISK OF LOSS. Risk of loss in the Equipment will transfer upon delivery and acceptance to Customer and delivery will take place when

Equipment is shipped to, received and accepted by 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 in writing 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.

5.2 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.

5.3 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.

5.4 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) calendar 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.

5.5 WARRANTY. (A) Equipment sold by SD that does not bear the SD name is serviced and supported exclusively by its manufacturers in accordance with terms and conditions packaged with the Equipment. SD's Warranty does not apply to Equipment that is not SD-branded, even if packaged or sold with SD Equipment. Please contact the manufacturer directly for technical support and customer service. (B) Unless otherwise stated in the Order, SD warrants that new SD Equipment delivered to Customer will be free from defects in workmanship and material for a period of one (1) year (365 calendar days) from date of delivery. All refurbished or used SD Equipment or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) calendar days from date of delivery. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, SD will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. If in the event of a warranty claim and upon examination SD determines to its satisfaction that such equipment is defective in material or workmanship, SD will, at its sole option: (i) repair the Equipment so that it performs as set forth above, (ii) replace the nonconforming Equipment with Equipment that performs as set forth above, or (iii) if SD determines that neither of the foregoing is commercially reasonable upon return of the Equipment to SD, refund all sums paid by Customer to SD with respect to the nonconforming Equipment. The foregoing Equipment warranty is Customer's sole remedy in the event of a warranty claim. (C) All warranties offered by SD are "back-to-base" warranties, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to SD's designated premises and also the transportation cost of returning the Equipment following a repair from SD's designated premises to Customer's premises. If Customer requires a SD technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. SD will provide a written estimate of travel costs upon request. (D) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by SD at the time of delivery to Customer. (E) Subject to Section 5.3 above, SD warrants that title to all Equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

5.6 REFUNDS/RESTOCKING FEES. There will be no refunds for used Equipment returned to SD, except as provided in Section 5.5(B)(iii) If Customer returns unused Equipment to SD in its original package, in its original condition, and within thirty (30) calendar 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.

5.7 CANCELLATION OF CUSTOM ORDERS OR BLANKET ORDERS. Customers desiring to cancel, in whole or in part, a custom or blanket order must notify SD of such request, in writing, anytime prior to shipment. Upon written acceptance by SD of any such cancellation request, Customer shall be liable for all costs, expenses, and charges related to such order based upon the percentage of completion of all work performed through the date of acceptance of cancellation, the costs actually incurred by SD in relation to all materials purchased by SD for the related Equipment or systems, and all other production and material costs incurred by SD, including, without limitation, document setup, revision changes, tooling charges, stranded, excess material, and related procurement expenses, or as otherwise determined by SD. The foregoing costs shall also include charges for administrative expenses incurred in obtaining and stocking or restocking materials related to the Order in question, and any labor expenses associated with the custom or blanket order. Customer must receive written authorization from SD before any Order cancellation is approved, and such cancellation will be subject to the terms & fees outlined above.



6. SOFTWARE LICENSE AND INTELLECTUAL PROPERTY. (A) Effective upon delivery, SD grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable royalty free license and/or sublicense to use the software provided with the Equipment (the "Software"), for as long as Customer is entitled to use the Equipment under this Agreement. 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 any other third party charges for which Customer has agreed with that third party to allow SD to bill. (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 federal, state, provincial, local, and other taxes, fees and duties 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) calendar days of the date of invoice and in accordance with the instructions stated on the invoice unless otherwise agreed to by the Parties in writing. (B) Amounts not paid within thirty (30) calendar days will be subject to SD's then-current late fee. (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. (A) All pricing will be in accordance with SD's then-current pricing or pricing provided to Customer in a written Order for the applicable Service and/or Equipment. SD reserves the right to revise such pricing from time to time. (B) **Errors on Our Websites.** Prices and availability of Equipment and Services are subject to change without notice. Errors will be corrected where discovered, and SD reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed.

7.4 LIABILITY FOR DATA USAGE. (A) 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 or Customer equipment. (B) **SIM (Subscriber Identity Module) Card.** When signing up for certain Services, Customer will receive a SIM card that will give Customer access to SD's Services. Any and all traffic (including voice and data) sent through Customer's SIM card will be considered provided to Customer. This even includes all traffic generated by any third party or any malware because, at the end of the day, the Customer is responsible for the safe keeping of its SIM card and all traffic associated with the SIM card.

7.5 ADVANCE PAYMENTS. A Customer may be required to make an advance payment specified by SD for Services and/or Equipment. 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/or Services must be made via check (fee of \$100 will be charged on returned checks), ACH, wire (Customer is responsible for all wiring fees), 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 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 applicable taxes, excises, fees, charges, surcharges or similar exactions imposed by any government authority (local, state, national or foreign) on the Services and/or Equipment that are the subject of this Agreement (even if imposed retroactively) including but not limited to applicable sales and use taxes, telecommunications taxes, duties, custom fees and universal service fund contribution charges. Further, SD shall have the right to recover from Customer the amount of any applicable 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 applicable tax or fee liability including 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, with Customer approval, what applicable 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. In the event that any applicable tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Customer to SD, or which Customer may be required to withhold in respect of any amount due to SD, such tax, duty, impost levy or like charge shall be for the account of Customer and Customer shall pay to SD such an amount as to yield to SD a net amount equal to the amount that but for such tax, levy, impost or charge would have been received by SD. SD will provide reasonable assistance to Customer to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty.

7.9 INVOICE INQUIRIES. If any invoiced portion is in dispute, Customer must, within thirty (30) calendar days of the invoice date containing such disputed amount, give written 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 or unintended 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, and Customer has not yet paid the Disputed Amount, late fees may also be assessed, 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. SD e-Invoicing also allows Customers to pay invoices directly online by credit card.

7.11 UNINTENDED OR UNAUTHORIZED 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 malware and/or viruses, Wi-Fi enabled devices, Unlicensed Mobile Access (UMA) devices, through equipment testing, equipment failure, automatic software updates or background tasks, even if Customer was not the user and/or did not authorize its use. **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.

7.12 CONNECTION CHARGES. Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer equipment to the Services or Equipment.

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 terminated at any time by either Party by providing written notice to the other Party. Upon termination Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which SD acknowledges receipt of Customer's written request for termination of Services. Customer acknowledges that it could take several days to terminate Service(s) with an underlying Supplier and until such Service(s) is terminated, Customer is responsible for all usage.

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 ("Term"). Accordingly, termination of a subscription/service plan that specifies a Term prior to the expiration of the 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 Yonder service plan at \$5,995/month and terminates service in the eighteenth (18) month, the termination charge will be \$35,970 (6 months times \$5,995). For the avoidance of doubt, Customer herein acknowledges that the assessment of a termination charge is reasonable and is not a penalty, but rather constitutes liquidated damages. (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) calendar days prior to the end of the contract 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. Changes to a service/subscription plan can only be done in writing between the Parties.

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 thirty (30) calendar days after notice from SD: (i) use of the Services or Equipment in any manner or for any purpose contrary to applicable 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 applicable law relating to insolvency, bankruptcy or the protection of creditors' rights generally. (B) In an 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 it 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 AND ANY DEFECTS THEREIN OF ANY NATURE WHATEVER, 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 AND/OR EQUIPMENT WILL MEET CUSTOMER 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 AND/OR EQUIPMENT 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, EQUIPMENT, 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 SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY SD TO CUSTOMER REGARDING THE EQUIPMENT AND/OR SERVICES OR CUSTOMER’S USE OF THE EQUIPMENT AND/OR SERVICES. (C) 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 APPLICABLE 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.

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 ANY OF THE FOLLOWING: (I) CUSTOMER’S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES; (II) FAILURE OR LIMITATIONS OF ANY EMERGENCY DISTRESS FEATURES ASSOCIATED WITH THE EQUIPMENT AND/OR SERVICES; (III) INSTALLATION, MAINTENANCE AND/OR REMOVAL OF SUCH EQUIPMENT AND/OR SERVICES PROVIDED BY SD AND/OR ITS SUBCONTRACTORS; (IV) 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; (V) 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 (VI) 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, STRICT LIABILITY, PRODUCT LIABILITY, 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) ANY NONCONFORMITY OR DEFECT IN THE EQUIPMENT OR ANYTHING DONE HEREUNDER, OR (IV) 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, STRICT LIABILITY, PRODUCT LIABILITY 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. DISPUTE RESOLUTION.

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

12.2 VENUE. Any action based upon or arising out of this Agreement shall lie exclusively in the federal and state courts located in Broward County, Florida. Customer and SD each hereby irrevocably agree and submit to the exclusive jurisdiction of such courts.

12.3 ATTORNEYS' FEES AND COSTS. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

12.4 RECOVERABLE COSTS. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Section 12.3 of this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; 10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

13. CONFIDENTIAL INFORMATION / PRIVACY AND DATA PROTECTION. (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, SD will keep confidential all information or data furnished by Customer or otherwise acquired by SD through performance. Such information will not be released by SD to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of SD is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another communications carrier provided that the information is to be used for the provision of Services and/or Equipment and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) as necessary to fulfill SD's obligations under this Agreement and disclosure is made on a confidential basis with the information to be used solely for that purpose; (v) an agent retained by SD to collect outstanding balances owed to SD by Customer; or (vi) to a law enforcement agency whenever SD has reasonable grounds to believe that Customer has knowingly supplied SD with false or misleading information or is otherwise involved in unlawful activities. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws, including the Federal Telecommunications Act, and Customer consent. Customer's privacy rights are more particularly described in the CPNI Rights notice available at <https://www.satcomdirect.com/main/legal-notices/cpni-rights.aspx>, which is incorporated herein by reference. (B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such applicable laws and regulations. Customer will indemnify SD against claims by third parties resulting from inadequate breach or inadequate observance of the provisions of this Section 13. 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 (within seven (7) calendar days) 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 (within seven (7) calendar days) in writing after an aircraft is sold or transferred. Services will be deemed provided to Customer until SD receives such notice, and Customer may be liable for any charges incurred up to the time SD receives notice of the sale or transfer. 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 and/or Equipment 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 applicable 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 failure of SD to enforce any provision 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 and any rights and obligations hereunder to any third party without consent of or notice to Customer. Customer may not assign its rights or obligations hereunder without the approval of SD. These Terms and Conditions will inure to the benefit of, and will be binding on Customer's and SD's respective successors and permitted assigns.

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 applicable 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 & Payment", "Equipment-Specific Terms and Conditions", "Use of Services and Equipment", "Default and Termination", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Dispute Resolution".

14.9 NOTICE. All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by facsimile, email, nationally recognized overnight courier or delivered in person, addressed as set forth below. Either Party may, at any time, amend the below addresses for notice upon written notice to the other Party.

If to SD:

For Customer Service

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Customer Service
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: support@satcomdirect.com

For Contract & Legal

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Legal Department
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: legal@satcomdirect.com

For Billing Inquiries

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Accounting Department
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: accounting@satcomdirect.com

If to Customer: To the mailing address or e-mail address given at the time when SD initially set up Customer's account.

14.10 FULL DISCLOSURE. Customer has had the opportunity to review this Agreement before execution. Customer has 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. These Terms and Conditions constitute the entire agreement between SD and Customer relating to the subject matter hereof and supersedes all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between SD and Customer with respect to such subject matter.

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 SD's website at <http://www.satcomdirect.com/main/legal-notices/termsandconditions.aspx> or SD's Plane Simple website at <https://ps.satcomdirect.com>, (B) emailing Customer at Customer's e-mail address 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. YOUR CONTINUED USE OF THE SERVICES AND/OR EQUIPMENT CONSTITUTES YOUR AGREEMENT TO SD'S TERMS AND CONDITIONS THAT ARE IN EFFECT AT THE TIME YOU USE THE SERVICES AND/OR EQUIPMENT. 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) calendar 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 no other signature is required to bind that Party.

14.14 EFFECTIVE DATE. These Terms and Conditions are effective as of October 2012, and will remain in effect unless modified, revoked or terminated by SD. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by SD and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the Parties.