

## Equipment Purchase Terms and Conditions

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") purchasing equipment to access satellite services, including, but not limited to Thuraya, Inmarsat, Iridium and/or other satellite services which may be offered by TrustComm, Inc. ("TrustComm").

### 1. Equipment to be Sold to Customer

- (A) These Terms and Conditions, TrustComm's approval of a Customer credit application, if required by TrustComm ("Subscriber Application"), a Service Order Agreement (SOA) if applicable, availability of the equipment requested by Customer and Customer's written acceptance of a TrustComm quotation, when taken together, will govern the sale by TrustComm of equipment to Customer. There are no other agreements (oral or implied), warranties or understandings between TrustComm and Customer with respect to the sale of equipment to Customer under these Terms and Conditions.
- (B) In the absence of an SOA or a quotation signed by Customer, Customer's verbal instruction or issuance to TrustComm of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively "Purchase Order(s)") will constitute Customer's acceptance of a TrustComm quotation.
- (C) All future orders for equipment will be governed by the Terms and Conditions in effect on the date of order, unless otherwise agreed in writing. Future orders will be subject to TrustComm's acceptance, which may be withheld for any reason or for no reason.
- (D) Customer understands and acknowledges that the obligations of TrustComm and the sale of equipment under these Terms and Conditions is subject to the terms of the agreements with its suppliers ("Suppliers") under which TrustComm purchases the equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract. TrustComm shall use commercially reasonable efforts to notify Customer in advance of a suspension, modification or discontinuation of any equipment, but TrustComm may nevertheless modify or discontinue sale of any equipment at any time without notice or liability. TrustComm represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

### 2. Quote/Ordering Procedure

Customers may obtain TrustComm's current equipment price(s) or submit an order as follows:

- (A) by calling TrustComm Customer Support at +1-877-340-8524, or
- (B) via TrustComm's worldwide web site at [www.TrustComm.com](http://www.TrustComm.com) (the "web site"). Any order(s) placed for equipment via the web site is subject to these Terms and Conditions.

### 3. Customer Purchase Orders

Any Customer Purchase Order issued to TrustComm in connection with ordering equipment will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

#### **4. Equipment Price, Taxes, and Freight Charges**

Customers will be charged TrustComm's then-current price in effect on the date Customer's order is received or the price in the quotation provided to Customer. Customer will also pay the following to TrustComm: (a) any applicable federal, state, local sales, excise, use or other tax assessment, including VAT or GST where applicable and surcharges or similar charges of any nature levied upon the equipment by any governmental taxation or revenue entity (except for taxes based on TrustComm' income) arising out of or related to the sale, or the use, of the equipment ("Taxes"), and (b) any shipping costs incurred by TrustComm to ship the equipment to the location designated by Customer. If Customer provides TrustComm with an applicable tax exemption certificate, TrustComm will work with Customer to obtain applicable tax exemptions to the extent consistent with applicable law.

#### **5. Payment Terms**

- (A) Invoices for equipment will be sent on or after the date of shipment and will include all applicable Taxes and other charges that apply, as known at the time. Additional invoices will be sent as appropriate to address Taxes and other charges which apply but are not determined at the time of initial invoicing.
- (B) Customer must pay all undisputed amounts invoiced within thirty (30) days of the date of the invoice. If any amount is in dispute, Customer must, within the (10) days of the date of invoice, notify TrustComm in writing of the disputed amount and the reason for disputing the invoiced charge. If the disputed amount is resolved in favor of TrustComm, Customer must pay the disputed amount with appropriate late charges, if applicable, upon final determination of such dispute. All disputed amounts resolved in Customer's favor will be (i) credited against amounts owing on subsequent invoices, or (ii) in the event Customer has paid its invoice in full prior to shipment, amounts owing to Customer will be refunded by TrustComm. If no written notice of dispute is received by TrustComm within 10 days of the date of invoice, Customer shall be deemed to have waived its right to dispute charges.
- (C) Overdue payments are subject to a late fee on the unpaid balance of the lesser of one and one half percent (1.5%) per month of the unpaid balance or the highest rate permitted by law. Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by TrustComm in collecting any late payments or late payment fees.
- (D) Customer may pay for equipment via Master Card, VISA, American Express, or other credit card(s) as TrustComm may accept in its sole discretion. TrustComm shall charge and Customer shall pay a three percent (3%) processing fee on all Customer payments made by credit card.
- (E) TrustComm may require payment of a deposit prior to ordering equipment from its Supplier(s) in such amount as TrustComm, in its sole discretion, reasonable requires as security for the payment of any charges payable by Customer for such equipment. Such deposit shall be applied as a credit on the invoice sent on or after the date of shipment of the applicable equipment.
- (F) TrustComm may require Customer to pre-pay in full for equipment or provide a third party guarantee, letter of credit, or other credit facility deemed by TrustComm, in its sole discretion, necessary to provide adequate assurance of payment. The provision of such third party guarantee, letter of credit, or other credit facility does not relieve Customer of its payment obligations specified herein.
- (G) TrustComm retains a purchase money security interest in the equipment and all proceeds of the equipment, including, but not limited to, insurance proceeds, to the extent such equipment is shipped but not paid for in full. Failure of Customer to pay all charges related to any equipment when due shall give TrustComm the right, without liability, to repossess the equipment, with or without notice or court order, and to avail itself of any legal remedy. Customer agrees to execute and deliver such financing statements and other documentation as TrustComm may reasonable request to perfect and protect TrustComm's interest in such equipment.
- (H) All payments are to be made in United States currency.

## **6. Cancellation of Equipment**

- (A) Once Customer places an order with TrustComm, that order is not cancellable unless Customer has provided written notice of cancellation to TrustComm within five (5) business days after placement of the order. In such event, Customer shall notify TrustComm in writing in accordance with Article 20, Notices, of such cancellation. Thereafter, the order may not be cancelled.
- (B) TrustComm may terminate the sale of equipment without liability: (a) immediately upon written notice if TrustComm is prohibited from furnishing the equipment by any applicable government authority; (b) upon thirty (30) days written notice if a change in any applicable law or regulation materially increases TrustComm's cost to provide equipment, or (c) in the event that an Other Contract for the purchase of equipment expires or is terminated, provided that termination will only be with respect to the equipment provided pursuant to that Other Contract.
- (C) TrustComm may terminate the sale of equipment without liability if Customer commits any action or makes any representation related to TrustComm that is not expressly authorized by these Terms and Conditions or in the event that Customer breaches these Terms and Conditions; or
- (D) TrustComm may terminate the sale of equipment without liability if Customer files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against it.

## **7. Delivery/Risk of Loss/Partial Shipments**

- (A) Risk of loss in the equipment shall transfer to Customer upon delivery and delivery will take place when equipment is delivered to the carrier at TrustComm's location. In the absence of specific instructions, TrustComm will select the carrier to whom delivery will be made for shipment. Additional delivery terms for equipment will be mutually agreed to by TrustComm and Customer in advance of shipment.
- (B) 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, TrustComm will maintain a backorder list compiled by date. As backordered equipment is received from a Supplier, TrustComm will fill orders based on date of order. Customer is responsible for shipping charges for each partial shipment.
- (C) In no event shall TrustComm have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of TrustComm.

## **8. Title**

Title to the equipment will transfer from TrustComm to Customer upon TrustComm's receipt of the full sale price and any applicable Taxes, fees, and freight charges. Until such time, TrustComm will have a lien on the equipment. Customer will keep equipment that is subject to TrustComm's lien free from any other liens, claims or encumbrances and will execute all such documents as may be reasonably required by TrustComm to evidence or perfect its security interest.

## **9. Equipment Inspection and Acceptance**

Customer may inspect or test equipment that has been tendered for acceptance. Customer may require repair or replacement of non-conforming equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Article 9 within thirty (30)

days after a defect is discovered or should have been discovered; and (b) before any substantial change occurs in the condition of the defective equipment, unless the change is due to the defect in the equipment. If Customer fails to reject any equipment within such time, TrustComm may, without liability, refuse to repair or replace the nonconforming equipment and Customer shall be deemed to have inspected and accepted such equipment.

#### **10. Manufacturer's Warranties**

To the extent permitted by or available from the third party manufacturer of any equipment, TrustComm will pass through to Customer any warranties provided by such manufacturer. Unless stated otherwise in the quotation or elsewhere in these Terms and Conditions, Customers' sole recourse for breach of such warranties shall be to make a claim directly to the applicable manufacturer.

**THE EXPRESS WARRANTIES OFFERED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OR ANY AND ALL WARRANTIES, IMPLIED WARRANTIES OR REMEDIES WHETHER STATUTORY, COMMON-LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR DESIGN AND WARRANTIES OF NON-INFRINGEMENT AND TRUSTCOMM DISCLAIMS ALL SUCH WARRANTIES, IMPLIED WARRANTIES OR REMEDIES.**

#### **11. End User Third-Party Software License Agreements.**

Customer shall fully comply with any third-party End User License Agreements or similar terms flowed down by the applicable licensor or manufacturer of any and all software ("Software") accompanying any Equipment. In any event, Customer agrees that it will not copy, reverse engineer, decompile, disassemble, or modify any Software or source code embedded in, or provided with, any Equipment, or otherwise attempt to derive source code or other confidential information from the Equipment or Software, nor permit any other person or entity to do any of the foregoing. Customer shall not remove any patent, copyright, trademark or other proprietary notice from the Equipment or Software.

If the Customer using the Equipment or Software is the U.S. Government, then the following restrictions apply:

- a) The Software provided is software developed at private expense and is not in the public domain.
- b) The Software is provided to non-Department of Defense government agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication or disclosure by the Government is subject to the restrictions as set forth by the Software licensor or manufacturer and as set forth in the applicable provisions of the Federal Acquisition Regulations ("FAR") and supplements thereto.
- c) In the event the Software is provided to a Department of Defense government agency, the Government's rights in the Software, supporting documentation, and technical data are governed by the restrictions set forth by the Software licensor or manufacturer and as set forth in the applicable Department of Defense FAR Supplement ("DFARS").

#### **12. Refunds/Restocking Fees**

There will be no refunds for used equipment returned to TrustComm. Unopened equipment, in its

original packaging, that is returned to TrustComm pursuant to Article 6(A) must have a TrustComm-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging. An RMA number may be obtained by calling TrustComm Customer Support at +1-877-340-8524. Any equipment returned without an RMA number will be refused by TrustComm and returned to Customer at Customer's expense.

### **13. Operating Procedures**

Customers shall follow the procedures ("Procedures") established by TrustComm's equipment Suppliers. TrustComm shall not be liable for Customer's use of the equipment in a manner inconsistent with the Procedures provided by Suppliers.

### **14. Fraudulent Use of Equipment**

- (A) Customers shall not use the equipment in an abusive or fraudulent manner, including, but not limited to the following:
- (i) tampering with or altering authorized equipment;
  - (ii) obtaining or attempting to obtain permission to use equipment by providing false or misleading Information;
  - (iii) obtaining equipment without having the intent to pay charges incurred;
  - (iv) intentionally interfering with or causing disruption in the provision of equipment to other Customers;
  - (v) using equipment to further criminal activity;
  - (vi) using 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;
  - {vii} using equipment in a manner that interferes unreasonably with the use of equipment by one or more other Customers.
- (B) TrustComm reserves the right to terminate use of the equipment of any Customer engaging in abusive or fraudulent use of the equipment purchased from TrustComm.

### **15. 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) TrustComm shall not be liable to Customer, any user, or other person for:
- (i) any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury, however arising;
  - (ii) any claims of defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received over TrustComm's facilities;
  - (iii) Infringement of patents or other intellectual property arising from use of the equipment or the use of the equipment in combination with Customer-provided services or equipment.

Should TrustComm be found liable to Customer under these Terms and Conditions, IN NO EVENT SHALL TRUSTCOMM'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CONDITIONS EXCEED THE SALE PRICE OF THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM, NOR SHALL ANY CLAIM OF CUSTOMER BE VALID UNLESS CUSTOMER ADHERES TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

(C ) Customer alone shall be responsible for all claims, actions, losses, costs and damages ("Liability") arising out of or relating to the acts or omissions of Customer in connection with the equipment sold by TrustComm. Customer shall indemnify and hold harmless TrustComm and its officers, employees and agents from and against all such Liability.

(D) Each provision of this Article is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Article is held inapplicable or unreasonable.

## **16. Force Majeure**

Except for Customer's payment obligations as set forth above, neither party will be liable to the other for any failure to perform due to a cause beyond such party's reasonable control ("Force Majeure") including, but not limited to, acts of God, acts of any governmental body in either its sovereign or contractual capacity, explosions, fires, floods, earthquakes, epidemics, strikes or other labor difficulties, freight embargoes, unusually severe weather, riots, war, theft, national emergencies or natural disasters; provided that the party failing to perform promptly notifies the other party of such circumstances and uses its reasonable efforts to avoid or remove such cause of non-performance. During any period when performance of a party's obligation is prevented by Force Majeure, that obligation shall be suspended for the duration of the period of Force Majeure. Upon removal or cessation of such cause of non-performance, all obligations will resume.

## **17. Government Approvals and Authorizations**

Customer will not use the equipment for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the equipment may be used, including licensing requirements. TrustComm will not be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, TrustComm will have no responsibility for fines associated with equipment seizure nor for legal ramifications of using equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws of the United States and other countries to ensure that the equipment is not exported or otherwise transferred in violation of such laws and to obtain any required export or import licenses or authorities.

## **18. Confidential Information**

Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, TrustComm will keep confidential all information or data furnished by Customer or otherwise acquired by TrustComm through its performance under these Terms and Conditions. Such information will not be released by TrustComm to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of TrustComm is acting as an agent of Customer; (iii) an agent retained by TrustComm to collect outstanding balances owed to TrustComm by customer, or (iv) to a law enforcement agency whenever TrustComm has reasonable grounds to believe that Customer has knowingly supplied TrustComm with false or misleading information or is otherwise involved in unlawful activities.

## **19. Assignment**

TrustComm may, without the consent of Customer (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership, affiliate or other business enterprise in which TrustComm has directly or indirectly an ownership interest or (c) assign its rights and obligations to a successor in the event of a merger,

acquisition or consolidation, or to a purchaser of all (or substantially all) of TrustComm's assets. These Terms and Conditions shall inure to the benefit of, and shall be binding on Customer's and TrustComm's respective successors and permitted assigns. Customer may not assign these Terms and Conditions, or an SOA or a Purchase Order, in whole or in part, without the prior written approval of TrustComm.

## **20. Notices and Communications**

All notices required to be given hereunder shall be in writing to the address below and mailed by first-class, registered or certified air mail, return receipt requested, postage prepaid, sent by an internationally-recognized overnight courier service, or transmitted by hand delivery, or by facsimile machine with appropriate verification of receipt. Notices of default, force majeure delay, dispute, bankruptcy, termination, or other important notices must be sent via a nationally recognized overnight courier service.

If to TrustComm:  
TrustComm Inc.  
Ellington Joint Reserve Base  
11140 Aerospace Avenue  
Houston, TX 77034  
Attn: Contracts Department  
Email: [Contracts@trustcomm.com](mailto:Contracts@trustcomm.com)  
Fax No.: 281-999-4455

If to Customer: To the address set forth on TrustComm's quotation or Customer's Purchase Order, as applicable.

## **21. 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 shall 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 shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

## **22. Prevailing Party**

in the event that a dispute involving payment of the Equipment arising under these Terms and Conditions or an SOA or a quotation results in litigation, the non-prevailing party shall pay the court costs and reasonable attorney's fees of the prevailing party.

## **23. Entire Agreement**

These Terms and Conditions, an SOA if applicable and Customer's order (signed quotation or Purchase Order, as applicable) constitute the entire understanding between TrustComm and Customer as to the subject matter hereof and supersede all prior agreements, discussion, representations, and understandings, written or oral, between TrustComm and Customer with respect to such subject matter.

**24. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (not including the choice-of-law rules thereof), and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts sitting in the Commonwealth of Virginia for the purpose of all legal proceedings arising out of or relating to these Terms and Conditions. Customer hereby irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Customer at its notice address specified on the quotation or in any manner permitted by law.

**25. Effective Date**

These Terms and Conditions are effective as of January 1, 2020 and will remain in effect until modified, revoked or terminated by TrustComm.