

## On-Demand Satellite Services Terms and Conditions

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using on-demand satellite services, including but not limited to Thuraya, Inmarsat, Iridium and/or other satellite networks ("Services") provided by TrustComm, Inc. ("TrustComm").

### 1. PROVISION OF SERVICES BY TRUSTCOMM

- (A) These Terms and Conditions, TrustComm's approval of a Customer credit application, if required by TrustComm (a "Subscriber Application"), a Service Order Agreement (SOA) and/or Customer's written acceptance of a TrustComm quotation, when taken together, will govern the provision by TrustComm of Services to Customer. There are no other oral or implied agreements, warranties or understandings, and from time to time, TrustComm may, at its sole discretion, add, delete or modify the portfolio of Services made available 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. All future orders for Services will be governed by these Terms and Conditions, unless otherwise agreed. Future orders will be subject to TrustComm's acceptance, which may be withheld for any reason or for no reason.
- (C) Customer is responsible for notifying TrustComm, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after TrustComm's receipt of Customer's written request and TrustComm's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): +1-281-999-4455 or (Email): [cancellations@trustcomm.com](mailto:cancellations@trustcomm.com). Notwithstanding the foregoing, permanent deactivation or temporary suspension of Services must be completed by Customer through the TrustComm IBIS Dashboard. There will be no pro-rata refunds for deactivation or suspension. 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 TrustComm acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.
- (D) The obligations of TrustComm and the terms of Service under these Terms and Conditions are subject to the terms of the agreements with its suppliers ("Suppliers") under which TrustComm purchases the Services 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 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. ORDERING SERVICES

Orders may be submitted to TrustComm as follows:

- a. through a TrustComm authorized dealer,

- b. by calling TrustComm directly at telephone number: +1-877-340-8524,
- c. by email to: [orders@trustcomm.com](mailto:orders@trustcomm.com), or
- d. by facsimile to +1-703-221-4872

Customer is required to complete all applicable paperwork for the Services to be provided by TrustComm.

### **3. CUSTOMER PURCHASE ORDERS**

If Customer issues a purchase order to TrustComm for Services, such purchase order 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. BILLING AND PAYMENT**

(A) TrustComm will bill and Customer will pay TrustComm for the Services provided by TrustComm and for all applicable federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, including but not limited to sales, use, value added or withholding taxes which may be levied upon the Services. TrustComm shall charge and Customer shall pay a three percent (3%) processing fee on all Customer payments made by credit card.

(B) In the event that any 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 Company to TrustComm, or which Company may be required to withhold in respect of any amount due to TrustComm, such tax, duty, impost levy or like charge shall be for the account of Customer and Customer shall pay to TrustComm such an amount as to yield to TrustComm a net equal to the amount that but for such tax, levy, impost or charge would have been received by TrustComm. TrustComm 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 or a jurisdiction or of its entitlement to benefits under a treaty.

(C) Payment terms.

- (i) Customer will pay all invoices within thirty (30) days of the date of invoice, and in accordance with the instructions as stated on the invoice.
- (ii) Amounts not paid within thirty (30) days will be subject to an interest charge of the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.
- (iii) 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) TrustComm may require Customer to pre-pay for Services or provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by TrustComm, 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.

(E) Customer will be charged TrustComm's then-current charges in effect on the date Customer's order is received or the price in the quotation provided to Customer for the applicable Service. TrustComm reserves the right to revise such charges from time to time.

- (F) Customer acknowledges its responsibility to provide and pay for equipment and services required to connect Customer-provided equipment to the Services.
- (G) Customer must pay all undisputed amounts when due. If any portion is in dispute, Customer must, within thirty (30) days of the invoice date containing such disputed amount, give notice to TrustComm of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For the avoidance of doubt, claims of unauthorized 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 TrustComm, Customer must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. TrustComm 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.
- (H) All payments are to be made in United States currency.
- (I) Liability for Data Usage. Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer's equipment. It is Customer's sole obligation and responsibility to ensure that all 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 Services.
- (J) Invoicing Policies.
  - (i) Minimum Invoice Amounts. Each monthly invoice requires a minimum total of \$24.95 USD, or equivalent. If Customer's total airtime and services charges (exclusive of taxes and governmental fees) for each invoice month do not meet or exceed \$24.95 USD, the invoice total will be increased to \$24.95 USD. If Customer's total airtime and services charges for one invoice month meet or exceed \$24.95 USD, Customer will be charged only for those costs relating to such actual total airtime and service charges. Minimum Invoice Amounts can only be waived by written agreement as part of a TrustComm quotation
  - (ii) Paper Invoice Fee. An administrative fee of \$4.95 USD per month, or equivalent, is charged by TrustComm for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month. Invoices in electronic format are available by email. Paper Invoicing Fees can only be waived by written agreement as set forth in a TrustComm quotation.
- (K) Minimum Service Term Commitments. Certain service plans are sold under pricing plans, some of which may require minimum service term commitments. Accordingly, termination of a service plan that specifies a minimum service term prior to the expiration of the minimum service term will result in Customer being liable to pay TrustComm the applicable termination charge as specified in the particular service plan. 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 for the loss of a bargain.

## 5. OPERATIONS CENTER

TrustComm operates a Customer Care and Operations Center (S-NOC) which is staffed 24 hours per day, 7 days per week, and which may be contacted at telephone number +1-877-340-8524.

The S-NOC provides Customers with operator assistance, mobile terminal commissioning, technical troubleshooting, and general customer assistance services.

## **6. Equipment Identification Numbers**

Unless TrustComm is specifically directed otherwise by a Customer, Customer will be assigned a unique identification number for each unit of equipment used by Customer. Customer will have no property right in the identification numbers assigned in connection with the Service and TrustComm may change such numbers at such time or times as TrustComm, in its sole discretion, considers necessary without any liability whatsoever.

## **7. OPERATING PROCEDURES**

Customers will follow the procedures (“Procedures”) established by the entities that supply the Services to TrustComm (“Suppliers”). Customer acknowledges that the Procedures may be modified from time to time by Suppliers. TrustComm will not be liable for Customer’s use of the Services in a manner inconsistent with a Supplier’s Procedures.

## **8. SERVICE AVAILABILITY/RESTORATION OF SERVICES**

THE SERVICES ARE PROVIDED ON AN “ON-DEMAND” BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, NETWORK EQUIPMENT FAILURES, SATELLITE COVERAGE, SATELLITE VIABILITY, ATMOSPHERIC AND LIKE LIMITATIONS OR DISTRESS OR ANY OTHER EMERGENCY PRE-EMPTION AS REQUIRED BY TRUSTCOMM OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. TRUSTCOMM HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS’ NETWORKS.

WHERE APPLICABLE, THE USE AND RESTORATION OF SERVICES SHALL BE IN ACCORDANCE WITH PART 64, SUBPART D OF THE U. S. FEDERAL COMMUNICATIONS COMMISSION (FCC) RULES AND REGULATIONS.

## **9. USE OF SERVICES**

(A) Customer will use the Services only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating equipment. Customer will be liable for all use or misuse of the Services hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not resell the Services. Customers will not use the Services in an abusive or fraudulent manner, including, but not limited to the following:

- (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 by providing false or misleading information;
- (iii) obtaining Services without having the intent to pay charges incurred;
- (iv) intentionally interfering with or causing disruption in the provision of Services to other Customers;
- (v) using Services to further criminal activity;
- (vi) using Services 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

(vii) using Services in a manner that interferes unreasonably with the use of services or by one or more other TrustComm customers or TrustComm's Supplier's customers.

(B) TrustComm reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services purchased from TrustComm.

(C) Services shall not be used to provide life support services.

## **10. DEFAULT AND TERMINATION OF SERVICES**

(A) The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from TrustComm:

- (i) use of the Services in any manner or for any purpose contrary to law;
- (ii) abuse or fraudulent use of the Services;
- (iii) failure to make any payments due as invoiced;
- (iv) discovery by TrustComm that any representation or warranty made by Customer in any document furnished by Customer to TrustComm 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 law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

(B) Subject to Article 11, in the event of default, TrustComm may, at TrustComm'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. TrustComm will bill Customer and Customer will pay TrustComm, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, TrustComm will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by TrustComm due to default by a Customer, including but not limited to legal costs.

(C) TrustComm, may, with no liability whatsoever, immediately 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 these Terms and Conditions any equipment, facilities, or property used by TrustComm or its 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, TrustComm will have the right, upon written notice to Customer, to terminate the Services affected by the taking.

(D) TrustComm may also terminate Services in the event that an Other Contract for purchase of Services expires or is 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 Article are in addition to any other remedies available to TrustComm under these Terms and Conditions, or at law or in equity.

## **11. IMPLIED WARRANTIES AND REPRESENTATIONS**

(A) ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY

OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

- (B) TrustComm may provide Customer with access to certain account management tools ("Tools"), either directly or through TrustComm's website. Such Tools may include, but are not limited to, TrustComm's IBIS Dashboard. These Tools are provided to help customers, including Customer, track their accounts and/or service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND TRUSTCOMM 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 LAW, TRUSTCOMM 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 (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

## **12. 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 DOES NOT UNDERTAKE TO GENERATE OR INITIATE TELECOMMUNICATIONS, BUT OFFERS THE USE OF ITS FACILITIES AND/OR SERVICES TO CUSTOMERS FOR THE TRANSMISSION OF TELECOMMUNICATION SERVICES.
- (C) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS TRUSTCOMM AND TRUSTCOMM'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("TRUSTCOMM GROUP"), ASSIGNS AND SUPPLIES 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:
- (I) CUSTOMER'S USE OR MISUSE OF THE SERVICES; AND/OR
  - (II) FAILURE OR LIMITATIONS OF ANY EMERGENCY DISTRESS FEATURES ASSOCIATED WITH THE SERVICES (INCLUDING BUT NOT LIMITED TO, GLOBAL MARITIME DISTRESS AND SAFETY SERVICES (GMDSS) FEATURES; AND/OR
  - (III) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF TRUSTCOMM; AND/OR
  - (IV) 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
  - (VI) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE SERVICES IN COMBINATION WITH EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY TRUSTCOMM.

- (D) THE TOTAL, AGGREGATE LIABILITY OF TRUSTCOMM TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE 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, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING WILL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO TRUSTCOMM, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO TRUSTCOMM UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST TRUSTCOMM.
- (E) NEITHER TRUSTCOMM GROUP NOR ANY OF TRUSTCOMM GROUP'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 SERVICES, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, OR (II) ANY UNAVAILABILITY, DELAY, INTERRUPTION, DISRUPTION OR DEGRADATION IN OR OF THE SPACE SEGMENT OR OF ANY TELECOMMUNICATIONS CARRIED ON THE SPACE SEGMENT OR SERVICE OUTAGE OR DEGRADATION IN SUPPLIERS' NETWORKS DUE TO SATELLITE MALFUNCTION, OR (III) THE SUSPENSION BY TRUSTCOMM OR TRUSTCOMM'S SUPPLIERS OF THE MOBILE EARTH STATION'S AUTHORIZATION TO USE SERVICES PROVIDED BY TRUSTCOMM OR TRUSTCOMM'S SUPPLIERS, DUE TO ANY CAUSES WHATSOEVER. TRUSTCOMM'S LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF TRUSTCOMM'S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.

### **13. CONFIDENTIAL INFORMATION/PRIVACY AND DATA PROTECTION**

- (A) 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 performance. 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) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by TrustComm to collect outstanding balances owed to TrustComm by Customer; or (v) 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. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws and TrustComm's registration and Customer consent.
- (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 laws and regulations. Customer will indemnify TrustComm against claims by third parties resulting from breach or inadequate observance of the provisions of this Article 13 (B).

## 14. INDEPENDENT CONTRACTOR

These Terms and Conditions do not create any partnership, joint venture, agency or employee/employer relationship of any kind between TrustComm and Customer. TrustComm is an independent contractor with respect to performance under these Terms and Conditions; all persons employed by each party are, and will remain, and it is expressly understood that neither party's employees may participate in or receive any benefits from the other party's employee benefit plans.

## 16. NOTICES

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. TrustComm may, at any time, amend the below addresses for notice upon written notice to Customer.

### **If to TrustComm:**

#### **For Customer Service**

TrustComm, Inc.  
Ellington Joint Reserve Base  
11140 Aerospace Avenue  
Houston, TX 77034  
Attention: Customer Service  
Tel: 832-448-1030  
Fax: 281-999-4455  
Email: S-NOC@trustcomm.com

#### **For Contract, Legal & Demand Notices**

TrustComm, Inc.  
Ellington Joint Reserve Base  
11140 Aerospace Avenue  
Houston, TX 77034  
Attention: Contracts Department  
Fax: 281-999-4455  
Email: contracts@trustcomm.com

#### **For Billing Inquiries**

TrustComm, Inc.  
Ellington Joint Reserve Base  
11140 Aerospace Avenue  
Houston, TX 77034  
Attention: Billing Inquiries  
Tel: 832-448-1030  
Fax: 281-999-4455  
Email: Billing@trustcomm.com

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

## 16. GOVERNING LAW/RULES & REGULATIONS

(A) 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.

- (B) Customer will not use the Services for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services may be used, including licensing requirements. Both TrustComm and Customer will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws. TrustComm will not pay any commissions, fees or grant any rebates to any employee or officer of Customer, nor favor any employee or officer of Customer with gifts or entertainment of other than nominal value, nor enter into business arrangements with any employee or officer of Customer, other than as a representative of Customer, without the prior written approval of Customer.
- (C) Customer agrees to strictly adhere to the requirements and restrictions of the U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Services to ensure the Services is not transferred in violation of such laws and to obtain any required export/import licenses or authorizations. Customer agrees to obtain, at Customer's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services. The use of TrustComm Services is expressly prohibited: (i) within the territory of Cuba, Iran, and any other countries where such use is prohibited under U.S. or other applicable law; and (ii) by any nationals of Cuba, Iran, or any other countries where such use is prohibited under U.S. or other applicable law.
- (D) TrustComm will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, TrustComm will have no responsibility for fines associated with terminal 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.

## **17. 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 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 will ensure to the benefit of, and will 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.

## **18. FORCE MAJEURE**

TrustComm 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, usually severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any 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 TrustComm or Customer and other delays incurred for reasons beyond TrustComm's reasonable control,

which, by the exercise of reasonable diligence, they are unable to prevent or avoid. TrustComm'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.

## **19. WAIVER OF COMPLIANCE**

The waiver or the failure of TrustComm to enforce any of the provisions 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.

## **20. SEVERABILITY**

If any provision of these Terms and Conditions will be 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 will be 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 law and will continue to be fully enforceable as so modified.

## **21. 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 Articles entitled "Billing and Payment", "Use of Services", "Default and Termination of Services", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Governing Law/Rules and Regulations".

## **22. PREVAILING PARTY**

In the event that a dispute involving payment for Services arising under these Terms and Conditions or a quotation or any applicable SOA 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 constitute the entire agreement between TrustComm and Customer relating to the subject matter hereof and supersede all prior agreements between the parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between TrustComm and Customer with respect to such subject matter.

## **24. EFFECTIVE DATE**

These Terms and Conditions are effective as of January 1, 2020 and will remain in effect unless modified, revoked or terminated by TrustComm. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by TrustComm and use by Customer of the Services, unless otherwise amended and agreed upon in writing by the parties.