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THE SKY IS NOT THE LIMIT

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## 1 GENERAL TERMS AND CONDITIONS ("GTC")

### Definitions

- **"Agreement"** means the agreement for the supply of service(s) and/or product(s), as defined in the SF and composed by the SF, these GTC, jointly with all its STC, annexes, schedules, attachments relevant of the service(s) and/or product(s) ordered by Customer.
- **"Confidential Information"** means any and all information received by the Receiving Party from the Disclosing Party whether written or oral.
- This includes all confidential information disclosed by the Customer, such as:
  - non-public market and business information, financial information, marketing, and business plans and/or technical information.
- This is also true with respect to all confidential information disclosed by the Supplier, such as:
- technical information and documentation about hardware, and software, including, without limitation, computer software (object and source codes), system designs, hardware designs, manuals, program listings, data structures, functional specifications, transponder and frequency data and listings; and product/service offerings, content partners, product/service pricing, product/service availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts, strategies, contracts, proposals, documents, mechanical and electronic drawings, specifications, methods, procedures, price lists, financial statements, business plans, other business data.
- In addition, Confidential Information of either the Supplier or Customer (the party disclosing such information being the **"Disclosing Party"**) includes information which the Disclosing Party protects against unrestricted disclosure to others that:
  - the Disclosing Party or its representatives identifies as confidential at the time of disclosure, or
  - should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.
- **"Cellular Network "** means cellular (GSM, 2/3/4/5G, etc.) circuits and all other related infrastructure supporting the operation of wireless cellular connectivity owned, leased or operated by or on behalf of the Supplier.
- **"Coverage"** means the geographical area where the Service can be obtained for the Customer's designated Service Plan and, if no geographical area is specified, the maximum territory available for the Service.
- **"Cellular Provider"** shall mean the organization(s) that owns, operates and/or accesses the cellular networks on which the Supplier procures capacity as necessary to fulfil its obligation to provide the Service to the Customer.
- **"Customer"** means the legal entity better described in the SF and which executes the SF in order to:
  - accept these GTC and
  - request to the Supplier the provision of one or more service(s) and/or product(s) according to these GTC (and relevant STC as therein specified).
- **"Customer Equipment"** shall mean the equipment (e.g. router, switch, multiplexer, etc.) owned by the Customer and/or End User installed in the Supplier POP.
- **"Delivery-date"** shall mean the calendar day by which the Supplier deliver the Product.
- **"Demarcation Point"** shall mean, with respect to the Remote Equipment, the first interconnection apparel to which, and from, the service is provided (e.g. the LNB, the modem).
- **"Documentation"** means the Supplier's then-current technical and/or functional documentation which is delivered or made available to Customer with the Service/Product.
- **"End-date"** shall mean the last calendar day on which the Supplier provides the Service, as specified in the SF, Should for any reasons whatsoever the Service effective Start Date be delayed with respect to the Start Date indicated in advance in the SF, the Supplier will recalculate the End Date respecting the Service period agreed in the SF and notify in written the Customer about the same once Service will have been activated.

- **“End User”** means the third party which uses the service(s) and/or product(s).
- **“Fiber Provider”** shall mean the organization(s) that owns, operates and/or accesses the terrestrial fiber networks on which the Supplier procures capacity as necessary to fulfil its obligation to provide the Service to the Customer.
- **“GTC”** means the General Terms and Conditions under which the Services and the Products are supplied to the Customer, which jointly with the SF and STC constitutes the Agreement.
- **“Liquidated damages”** means the amount to be paid by the Customer should it terminate the Agreement before the End-date. Such amount is equal to the 98% of the Monthly Fees still to be paid by the Customer from the date of early termination to the End-date.
- **“Management Company”** means the third party appointed by the Customer and accepted by the Supplier who performs certain obligations on behalf of the Customer.
- **“Monthly Fee”** shall mean the monthly charge for the Service provided by the Supplier corresponding to the SF(s) executed by Customer. Monthly Fee does not include any taxes or other governmental charges, including, without limitation, VAT, duties, sales, use or privileges taxes. Whenever any such tax is deemed to be due, it will be added to the Monthly Fee and duly represented in the relevant invoice. Generally **“Fee”** for the charge for the Service provided by the Supplier to the Customer.
- **“Price”** shall mean the charge for the Product supplied by the Supplier corresponding to the SF(s) executed by Customer. Price does not include any taxes or other governmental charges, including, without limitation, VAT, duties, sales, use or privileges taxes. Whenever any such tax is deemed to be due, it will be added to the Price and duly represented in the relevant invoice.
- **“Product”** means the hardware/software that Customer has requested to the Supplier using one or more SF(s) attached to this Agreement and made a part hereof as regulated by these GTC and relevant STC. Product is not produced (manufactured) by the Supplier, whom is a mere reseller of the same.
- **“QoS”** shall mean Service traffic prioritization and/or limitation rules which the Supplier can set up on the Service, in order to guarantee a good Service level to all its customers. Specific QoS may be requested by Customer.
- **“Remote”** shall mean the remote station designated on the SF, on land, or air or on sea, to which the Supplier shall provide the Service.
- **“Remote Equipment”** or **“Equipment”**, with respect to the Remote, shall mean the interconnection equipment (e.g. antenna, BUC, modem, router, switch, cables, PBX, pc, server, decoder, set top box, access point, etc.) and all equipment and software which are used in connection with the Service. In case the Remote is on vessel, the Equipment shall be interpreted in accordance with article 1 letter l) of the 1999 International Convention on Arrest of Ship, which provision duly apply to the Agreement. If the Customer has also entered into a Rent Service with the Supplier then to the extent that the same equipment is covered by the terms of the Rent STC, the Rent STC shall prevail over any terms relating to Equipment in the Agreement.
- **“Satellite Capacity Provider”** shall mean the organization(s) that owns, operates and/or accesses the satellites on which the Supplier procures capacity as necessary to fulfil its obligation to provide the Service to the Customer.
- **“Service”** means the Service(s) that Customer has requested to the Supplier using one or more SFs attached to this Agreement and made a part hereof as regulated by these GTC and relevant STC.
- **“Service Plan”** means the technical characteristics that define the Service as defined in the SF.
- **“Service Period”** shall mean the period during which Service is provided, from Start-date to End-date.
- **“SF”** means the Subscription Form(s) for the supply of a specific service(s) and/or product(s), as well as:
  - the Supplier Service/Product proposal countersigned for acceptance by the Customer is considered a SF;
  - the Customer’s purchase order countersigned for acceptance from the Supplier;
  - a document signed by the Parties which includes the terms for the Service/Product provision from the Supplier to the Customer;
  - web form on the Supplier’s web portal duly filled by the Customer.
- **“Space Segment”** means in-orbit satellites and all other related infrastructure supporting the operation of satellites owned, leased, or operated by or on behalf of the Supplier.
- **“STC”** means Specific Terms and Conditions, applicable to specific service(s) and/or product(s) as therein specified; STC are part of the GTC and so any reference to GTC includes the reference to all STC.
- **“Start-date”** shall mean the calendar day on which the Supplier activates the Service as specified in the Agreement. Should, for any reason whatsoever, the effective Start Date be delayed with respect the Start Date indicated in advance in the SF, the Supplier will notify in written the Customer about the effective Start Date once the Service will have been activated.
- **“Supplier”** means Milano Teleport Srl with offices in Via Cascina Nuova 1, 20084 Lacchiarella, Italy, Registry MI1860957, in person of its authorized representative.
- **“Supplier’s Materials”** means any software, programs, tools, systems, data or other materials (including hardware) made available by the Supplier to the Customer prior to or in the course of the performance under this Agreement in relation to the Service and/or the Product, as well as any information, materials or feedback provided by Customer to the Supplier relating to the Service and/or to the Product and associated hardware, software and documentation.
- **“Supplier POP”** shall mean the Supplier’s Point of Presence in the heart station based in Lacchiarella and/or, in case of Service provided indirectly through Third Party Service Provider, the Third Party Provider’s Points of Presence as teleports, ground stations, data center, switching facilities, etc.

- **“Support”** means the Supplier’s support offering made available to Customer, as stated in the applicable SF.
- **“Terrestrial Link ”** means cable/fiber circuits and all other related infrastructure supporting the operation of land IP connectivity owned, leased, or operated by or on behalf of the Supplier.
- **“Third Party Service Provider”** shall mean any other service provider(s) involved in full or in part in the Service provision, like satellite/cellular/fiber/teleport/data center/voice/media and others communications providers/network owners.
- **“Use”** means to start using and/or continue using the Service thereby indicating unconditional acceptance of each and every part of the Agreement, including the terms specified in the SF for the Service, being understood and accepted that the Service can only be used according to the terms of the Agreement and by the Customer.
- **“Vessel”** in case the Remote is on a vessel, shall mean the vessel to which the Remote is installed.

Purpose

These GTC together with its STC, annexes, schedules, attachments and SF regulate the relationship between the Supplier and the Customer arising out of the SF completed and signed by Customer and returned to the Supplier for the implementation of the Service and for the Sale/Rent of the Product. The Supplier and the Customer may be each also referred to in the Agreement as a **“Party”**, and collectively, as the **“Parties”**.

### 1.1 Service provision

The Supplier will provide the Service as designated in the SFs.

### 1.2 Service change

The Customer may ask to upgrade the Service at any time during the Service Period by sending a written notice to the Supplier identifying the desired new Services. The Supplier will make all reasonable efforts to process the new requested Services, within 7 working days of receipt, unless differently specified in the SFs. The Supplier may accept or refuse the Service upgrade request. The customer understand that upgrades may be subject to Third Party Service Provider availability, like i.e. free capacity from Satellite Capacity Provider. Downgrades of the Service are not allowed, unless differently specified in the SFs.

The new Service provision will take effect as of 00:00:01 CET on the next calendar day after the Supplier has completed the update. For billing purposes, the Supplier will pro-rate charge the Monthly Fee for the upgraded Service provision. The upgraded Service shall last for a minimum of 1 (one) month, unless otherwise agreed.

The Supplier can at its sole discretion change any network/cellular/fiber/satellite/other service providers used to supply the Service, unless otherwise agreed.

### 1.3 Suspension

In case the Customer fails to comply its obligations as per the Agreement, including the payment obligation, in full or in part, the Supplier may discretionally choose not to terminate the Agreement as per art.1.13.3 and to suspend the Service until the breach is cured.

The Supplier shall also have the right to suspend the Service in order to protect the general conservation and operation of the Service, carrying out analysis, tests or maintenance either directly or indirectly; in such cases, the Supplier shall endeavor to provide the Customer with written notifications of such suspensions, and shall use its best efforts to plan and carry out such actions in order to minimize and/or avoid any disruption of the Service.

When a planned suspension of the Service is notified by the Supplier, the Customer shall refrain from using the Service during the suspension period.

It is understood that the Supplier shall have each and every right to temporarily reduce the Service level and/or quantity or temporarily discontinue one or more components of the Service in case of Breakdown events, in accordance with art 1.5.

In addition to the foregoing, the Supplier shall have the right to temporarily or perpetually refuse the Customer the use of its Service in case the Customer behavior endangers the integrity of the Service itself, or causes interference to other users of the same Service or the Supplier has any reason to believe that the Service are used, or could be used, in a way which would prompt complaints against the Supplier, or violates national/international public order, or the laws of the countries or territories in respect of which the Service is used, or the terms of use of the Service, or international sanctions or any other conduct that does not comply with current legislation, or at the request and/or order from law enforcement, a judicial body, or other government agency.

Under no circumstances the Supplier shall be deemed liable for direct or indirect damages incurred by the Customer, as a result of suspension of the Service due to any reason above described. The occurrence of a Suspension shall not constitute a breach of the Agreement, and it will not be considered an Interruption or a Breakdown, as described below.

### 1.4 Interruption

The Service provided by the Supplier under the Agreement shall be considered interrupted when it cannot be used in any way for a period of 30 (thirty) or more consecutive minutes (unless otherwise agreed in the SF) and under the condition that the Customer provides, within 24 hours since the interruption has ceased, a written notice of the unavailability of the Service to the Supplier, specifying the duration of the Interruption Period, as detailed in this art.1.4. Upon receipt of such written notification, the Supplier shall verify and measure the Interruption Period, under the condition that the interruption is proved by a detailed output log provided by the relevant service carrier (e.g. satellite, cellular, fiber operator), and that the Customer fully complies with all instructions given by the Supplier with regard to the discontinuation or continuation in using the Service.

The Interruption shall be considered to be at an end as soon as one of the following situations occurs:

- the Customer restarts using the Service; or

- the Supplier sends to Customer a notification that the Service is available.  
It is understood between the Parties that an Interruption Period is not taken into consideration in case of:
- Suspension of Service as per art.0 above;
- preventive maintenance operations carried out after prior notice to the Customer;
- fault, negligence or any other action of the Customer in contrast with its specific obligation and warranties under article 1.15 below or which may entitles the Supplier to terminate the contract in accordance with the provision of article 1.18 below;
- meteorological disturbances, from atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages);
- fault of third party service providers which are functional to the Service, but there are outside the Demarcation Point as per art.1.15.7;
- is included in the SLAs provided for the Service (e.g. a 10-minute outage in a month of a service that guarantees 99.7% availability on a monthly basis, falls within the expected SLAs).

The Supplier shall provide the Customer the confirmation of the interruption as soon as possible.

In case of Service Interruption, the Customer is entitled to receive a credit note from the Supplier for an amount corresponding to: Monthly Fee x (minutes of Service Interruption/total minutes available in the month in which the Service Interruption occurred). If the Service billing is based on a period other than the month, the calculation of the credit note will be base pro-quota on the billing period.

### 1.5 **Breakdown**

If the Service suffers an Interruption period of at least 48 (forty-eight) consecutive hours (unless otherwise agreed in the SF or included in the SLA provided) confirmed by the Supplier, it shall be considered to have suffered a Breakdown. If a Breakdown is confirmed by the Supplier, the latter may, at its complete discretion, either reactivate the Service or offer the Customer the Service via alternative channels and/or suppliers. Safe in the case of Rent Service, if the Supplier does not reactivate the Service after a confirmed Breakdown of more than 10 (ten) consecutive days (unless otherwise agreed in the SF), either Party shall be entitled to terminate the Agreement without any direct/indirect liability to the other Party. It is understood between the Parties that the right to termination described into this article does not apply where the Supplier is taking steps to reactivate the Service and the Breakdown arises from the difficulty the Supplier has in accessing the Customer appliances, devices and/or Remote. In case the Customer has subscribed more than one Service, the right to termination described into this article applies only to the Service(s) affected by the Breakdown.

In case of Service Breakdown, the Customer is entitled to receive a credit note from the Supplier for an amount corresponding to: Monthly Fee x (minutes of Service Breakdown /total minutes available in the month in which the Service Breakdown occurred). If the Service billing is based on a period other than the month, the calculation of the credit note will be base pro-quota on the billing period.

### 1.6 **Remote Equipment**

The Customer can change or replace the Remote Equipment described in the SF upon obtaining the prior written consent of the Supplier. The Customer shall be responsible for any form of malfunction due to the repositioning of the Remote or other Equipment in places other than those stated at the time of their installation.

### 1.7 **Coverage**

In the event the Service is supplied to a Vessel or to a Remote which may be moved, it is the Customer's responsibility to indicate in the SF to the Supplier the routes, with their timing, that the Vessel/the Remote will follow during the Service Period. Coverage maps for the Service, as provided by the satellite and others service providers, may be available in the SF. The Supplier does not accept any liability for any loss that arises from inaccuracies within the maps to the maximum extent which is permitted by applicable laws.

### 1.8 **Network scheme**

It is the Customer's responsibility to indicate in the SF the RF and IP network scheme which refers to the Remote and all other information which can be useful for the Service provision including, but not limited to, use of the service, traffic prioritization, etc.

### 1.9 **Lay-up option**

No Lay-up option is permitted unless otherwise specified in the SF.

### 1.10 **Fair Access Policy**

In case of data transmission services, to ensure that all Customer have equitable access to the Service, the Supplier may implement a fair access policy ("FAP") on the Service.

### 1.11 **Fair Service use**

In case of data transmission services, Customer agrees that Supplier has the right to monitor the data transmission networks for upload and download activity that causes disruption of data transfer rates and poor performance of the Service. If Customer performs upload and download data activity that is excessive and contributes to the disruption of the Service, Supplier is authorized to temporarily limit the transfer rate. Excessive use shall be determined by Supplier at its sole discretion, based on the limits associated with each Customer's Service parameters and pro-ratio of network capacity of all Customers simultaneously using the network at any point in time. For fixed rate plan subscribers, excessive use includes but is not limited to the use of web cameras, media streaming, peer to peer file sharing, gaming software applications and excessively large file downloads or uploads.

## 1.12 Product provision

The Supplier is not the manufacturer of any Product which might have been supplied to the Customer under this Agreement. The Supplier will not be responsible under the Agreement to the fullest extent permitted by applicable Law in so far it concerns product liability and safety which liability and responsibility are solely on the manufacturer. The Supplier only warrants that the Products supplied to the Customer are fit for the particular purpose for which the Product has been provided. Any warranty remains on the manufacturer only, to whom the Customer shall relate for any whatsoever request, claim or complainants concerning the Product.

## 1.13 Terms of payment

- 1.13.1 The Customer shall pay the Supplier the Monthly Fee and/or the Price as stated in the SF, via bank transfer. All costs related to the execution of the bank transfer are for the Customer's account, as the Monthly Fee and/or the Price is considered net of these costs. Any and all taxes, duties and fees (including, inter alia, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)")) now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to the Supplier prior to the execution of this Agreement. If the Supplier is required to pay Taxes which shall be due and payable by the Customer, the latter shall reimburse the Supplier for such amounts. Customer hereby agrees to indemnify the Supplier for any Taxes and related costs, interest and penalties paid or payable by the Supplier. The Supplier shall transmit to the Customer the invoice/s for the Product/Service and the Supplier shall receive the payment from the Customer at the due date indicated on the invoice/s. Customer acknowledges and accepts that, during the Service Period, the Supplier has the right to issue an invoice and collect payment even without a corresponding usage of the Service provided.
- 1.13.2 In case of failure of full or partial payment of an invoice, the amount due shall immediately bear interest, starting from the day following the date in which the invoice is due, at the applicable rate for overdue payment as provided by Directive 2000/35/EC, as implemented in Italy. Such interest shall accrue pro rata on a daily basis from the due date, until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 1.13.3 The Supplier may, at any time and without notification, suspend the Service in the event of a delay in the Customer's payment of the relevant invoice and/or any Product's related invoice. In the event of failure of payment for more than 10 (ten) days, the Supplier shall have the right to terminate the Agreement and the Customer will be liable for a sum equal to the Monthly Fees, Price, interest and any other charges which are outstanding at the date of termination as well as for the Liquidated Damages.
- 1.13.4 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding on the part of the Customer (other than any deduction or withholding of tax as required by law and duly evidenced in the relevant invoice).
- 1.13.5 In the case the Service/Product is provided on a Vessel, the Customer shall notify the Supplier immediately in writing upon eventual Vessel disposal, including but not limited to any sale, loss, or constructive total loss, change of ship register, ship arrest, mortgage, etc. In that case Customer shall remain liable for the fulfilment of the Agreement.
- 1.13.6 Applicable in case the Service/Product is provided on a Vessel: the Parties agree that the Service/Product provided under this Agreement is a supply of necessities and any default of any sums due will arise in a maritime claim, including a right of arrest the Vessel and the Supplier being able to exercise a contractual maritime lien over the Vessel.
- 1.13.7 In case Supplier and Customer agree to use a credit card as payment method, Customer authorizes Supplier to automatically charge Customer's credit card in a manner consistent with Supplier's invoices.
- 1.13.8 In no event a Customer deposit will substitute the due payments.
- 1.13.9 Customer is subject to credit approval and hereby consents to the Supplier obtaining Customer credit information from trade references and credit reporting agencies, and such other sources as the Supplier deems necessary or appropriate.
- 1.13.10 Security Deposit. Based on this information and other factors the Supplier deems relevant to Customer's creditworthiness, including without limitation Customer's payment history and/or usage patterns, the Supplier requires the Customer to provide a security deposit or other form of payment guarantee. Such deposit shall be subject to increase or decrease as Supplier deems necessary (including based upon unusual or excessive usage) and shall not accrue interest unless required by law. Such deposit is not a credit against any payment obligations. Supplier will refund Customer's deposit upon termination of this Agreement, as applicable.
- 1.13.11 Customer may receive Services prior to completion of a credit review or security deposit request. In providing Services, the Supplier's does not waive its right to demand a security deposit or complete a credit review. Supplier reserves its right to suspend or discontinue Services should Customer not timely satisfy Supplier's security deposit demand.

## 1.14 Support service

The Customer shall maintain a telephone number and email address where the Customer-designated personnel may be reached by the Supplier on a 24/7 basis. The Supplier's Customer Care ("CC") shall manage provision, maintenance and assistance of the Service Product shipment as described in this art.1.14.

- 1.14.1 Service Provision/Product shipment. Requests for activation of new Services/change of Service/Product shipment must be processed using documentation that has been duly completed and signed by the Customer, as per art.1.18 (Execution of the agreement and termination). In order to guarantee the quality and accelerate the provisioning process (i.e. Line Up,

Option File Requests, Hardware Replacement, Upgrades, Technical Changes, others), the Supplier adopts the 5-step process described in the diagram below:

- Request received→Formal checks→Service created→Inspection and delivery→Activation and confirm to the Customer

The Service activation/Product shipment date shall be agreed by the Parties and it must not be earlier than 48 hours after the activation/shipment request. It is also subject to the Customer provision of all required information for the provision of the Service/ Product shipment. At Service activation, the Supplier will send to the Customer the Activation Report, which will confirm the Service technical parameters and performances, as well the effective Start Date. The Customer will notify by written to the Supplier any inconsistencies with the order within 48 hours from the Service Activation/Product delivery. If not, the Service/Product is considered compliant with the SF's parameters.

Supplier's NOC shall support from remote the Customer in Service activation for a maximum period of 2 (two) hours of actual work. Any time taken by the NOC to support the Customer in excess of this period will be billed at the hourly fee provided in the SF. If no hourly fee is provided, this is meant \$100 per hour.

- 1.14.2 Service/Product assistance. Customer requesting assistance with regard to the Service/Product shall be able to contact the Supplier at one of the contact points provided by the Supplier and dedicated to support, detailing the reason for the request, Equipment specifications/IDs and any other relevant identification codes to univocally identify the Service and relevant devices involved. In the event of urgent requests for assistance, the Supplier strongly advises its Customers to contact CC via phone. The diagram below shows the assistance stages.

- Request received→Operator assigned→Request handled→Request solved and closed→Confirmation from the customer

The Customer will be able to follow the progress of its request(s) through a ticketing system provided by the CC and interact with CC regardless of the contact channel chosen for the initial request. For each assistance request, the CC creates a ticket (the "Ticket"). CC shall assign a ticket ID to the request for assistance and the Parties shall quote the Ticket ID in any further communications about the relevant issue. In particular, during e-mail exchanges between the Customer and CC relative to a Ticket, the Customer shall always write to the email address indicated in the contact points, mentioning the ticket ID issued by the Supplier in the e-mail subject line. This procedure is essential in order to enable the Ticket management platform to manage Customer's e-mails. The Supplier does not guarantee, and the Customer accepts, that e-mails sent to the Supplier's staff without following the above instructions, or not including the ticket ID in the subject line, will be correctly processed.

The Supplier shall take charge of the Ticket by evaluating the priorities of all the support requests filed to CC and the Service Plan subscribed by the Customer in the SF.

- 1.14.3 Back door. The Customer shall provide at least one alternative internet link to the Remote, which will be used by the Supplier's "Customer Care" for Service's troubleshooting. It is understood that, if this alternative internet link is not supplied, the Service/Product support may not be guaranteed.

- 1.14.4 Remote support. In order to implement, maintain, control and assist the Service/Product on a Remote, the Customer shall provide the Supplier (and/or its maintenance team) with remote access to a personal computer connected to the Remote and possessing at least the following features: a MS Windows 10 or more recent MS operating system, administrator privileges and connection to the modem/server/router through which the Service is used. It is understood that at its sole discretion, the Supplier may install any software in the abovementioned personal computer useful to run the above activity. To fully benefit from Remote assistance, the Customer undertakes to make this personal computer available to the Supplier with all the required software/hardware listed above.

- 1.14.5 Escalation Procedures. In the event of difficulties in handling the request as indicated, there are 3 levels of escalation within the Supplier:

- Level 1- Appropriate account manager,
- Level 2- Supplier's technical management.
- Level 3- Supplier's management.

If no response or an unsatisfactory level of assistance is received from CC, the appropriate account manager can be contacted directly and/or at contact points provided by the Supplier. If no response is received from the account manager for more than 24 hours, a request should be submitted to the Supplier's management at the Contact Points provided by the Supplier.

## 1.15 **Obligations and Warranties of the Customer**

- 1.15.1 The Customer undertakes and warrants to duly comply with all laws and secondary norms, national and international governing the implementation and interpretation of the Agreement. To this end, the Customer undertakes to obtain and maintain all licenses and operating authorizations necessary for the Service/Products/Equipment and its use, committing to strict compliance with existing legislation in its flag State as well as in any other country's territorial waters/air contiguous zone and exclusive economic zone and international waters that the Remote enters. The Customer is solely responsible for requesting in due time and at its own expense the filing and executing of any and all administrative documents and authorizations which are or appear to be mandatory due to applicable Laws, Statutes or Regulations for the installation of the Equipment as well as for the activation and use of the Service/Product thereby indemnifying and holding harmless the Supplier of any liability as to the same.
- 1.15.2 The Customer expressly undertakes to promptly provide to the Supplier upon request, with copies of all authorizations, copyright clearances, releases, licenses, conventions, declarations, certifications, and any other documentation related to the Customer's compliance with the aforesaid conditions and will inform the Supplier of any changes that the

license/authorization should suffer for any reason. In respect of video broadcasting and distribution services, the Customer shall provide to the Supplier, upon request, a complete, accurate and up-to-date list of all television and radio channels transmitted via the Service and, if applicable, provide the Supplier with copies of relevant broadcasting or distribution licenses, conventions or declarations and will inform the Supplier of any changes that the license/authorization should suffer for any reason. The Customer will promptly inform the Supplier of any communication or notice received by any authority or body which can result in changes of territorial jurisdiction, limitation, or revocation of licenses and/or authorizations.

- 1.15.3 For the purpose of clarification, coverage of a country or territory by a Service based on Satellite or other means of telecommunication, even if the coverage is specified in the SF, does not imply that the Service is permissible or authorized to or from the Remotes located in that particular country or territory.
- 1.15.4 The Customer is fully aware and acknowledges that unauthorized broadcasting from the high seas constitutes an international criminal offence under article 109 of Unclose convention and that in conformity with article 110 of the same Convention, any person or ship engaged in unauthorized broadcasting may be arrested and seize the broadcasting apparatus.
- 1.15.5 The Customer shall stop any transmission via the Service/use of the Service within 1 (one) hour of request of the Supplier in the event that such transmission/use by the Customer or by any third-party accessing Supplier's network via the Customer:
- causes harmful interference to, or otherwise negatively impacts the operation and/or provision of services within the Supplier/Third Party Service Provider network, or
  - causes damage to or degradation of the Supplier/ Third Party Service Provider network's integrity or security, or
  - violates any national or international legislation (including Intellectual property rights).
- 1.15.6 Should Customer deem that any use or envisaged use of the Service could determine infringement of applicable Law and/or third party rights, Customer should timely notify the Supplier in writing and seek a solution together with the Supplier to avoid such infringement. Also, should Customer have information about any potential or actual claim by third parties related to the Service and/or if Customer fails to timely notify the Supplier in writing of any such potential claim, to the extent that the Supplier is prejudiced by Customer's failure or delay in providing such notice, Customer shall entirely bear the consequences of such infringement.
- 1.15.7 The Customer shall be responsible and shall hold the Supplier harmless from any defect, failure or problem arising beyond the Demarcation Point, including all equipment (including routers and switches), cabling, software, set-top box, pc, etc, and/or beyond the Supplier POP, including Internet network.
- 1.15.8 It's Customer responsibility to ensure that Customer Equipment/Remote Equipment used in connection to the Service/Product is compatible with it and does not harm, impair or interfere with the technical integrity of the Service/Product, the Equipment, the Third Party Service Providers and any other services/product of the Supplier or its customers. Customer Equipment/ Remote Equipment must comply with all technical specifications and operational requirements of the Supplier and Third Party Service Providers involved in the Service provision.
- 1.15.9 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Customer Equipment/Remote Equipment arising out of or in connection with any negligence, misuse, mishandling of the Customer Equipment/Remote Equipment or otherwise caused by the Customer or its officers, employees, agents, contractors, clients and the Customer undertakes to indemnify and hold harmless the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.
- 1.15.10 The Customer shall indemnify and hold harmless the Supplier and its Affiliates, agents, employees and contractors against any direct or indirect actions, responsibilities, damages, losses or expenses (including legal expenses) due to disease, death or personal injury and/or damage to property, intellectual and non-intellectual, which could result from acts and omissions, both intentional and negligent, by the Customer, its officers, employees, agents, contractors, clients. In particular, the Customer undertakes to defend, relieve, indemnify and hold harmless the Supplier against any causes, responsibilities, losses, costs, sanctions, penalties or damages, including legal expenses, arising or resulting in connection with, both directly and indirectly, from any data transmitted or with any content broadcast by the Customer or the Customer's officers, employees, agents, contractors, clients that is in any way considered illegal or inappropriate. The violation by the Customer of any of the obligations hereby established will entitle the Supplier to interrupt the Services without notice and to terminate the Agreement as per clause 1.18.5 .
- 1.15.11 Limitations of any Emergency Service. Customer acknowledges that the Service may not support emergency distress or communications and Supplier is under no obligation to provide any emergency referral service under the Agreement. In the event that a form of emergency referral service is available, then in addition to the other limitations provided herein, Supplier's employees, directors, officers or agents, including any third-party provider of such referral service, have no liabilities for any damages whatsoever incurred by any person in connection with establishing, developing, implementing, maintaining, operating, and otherwise providing wireless emergency referral services, unless such damage or injury was caused by the intentional misconduct of the above described entities/individuals. Further, in the event that Supplier provides an emergency referral service at any time in any location, there can be no assurance that such service may be available at other times or in the same or other locations. Customer acknowledges that when calling any such emergency service, Customer's location may not be known automatically by the operator answering the emergency referral call and the effectiveness of the service will depend largely on the accuracy of the information provided by Customer, including

without limitation information concerning Customer's location. Customer must provide the operator specific information identifying Customer's location.

- 1.15.12 Export Control and International Economic Sanctions. Customer acknowledges that the Products and Services may be subject to European export control laws and regulations, including, but not limited to (EU) Regulation No. 821/2021, and any subsequent modifications, setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items as well as U.S. Export control laws such as, but not limited to, the U.S. Export Administration Act and the International Traffic Arms Regulations and any other applicable regulations, including international economic sanctions. Customer warrants and represents that the former shall not cause Supplier to directly or indirectly deal with individuals and/or entities subject to restrictive measures of UN and/or of the European Union and/or of the United States of America. Customer agrees to strictly comply with the laws and regulations stated in this article, and to provide Supplier with any information that Supplier may demand in order to comply with the laws referred to in this article. Customer shall keep Supplier fully indemnified and harmless from any penalty, damage, loss arising from any breach of this article by Customer. Supplier disclaims any responsibility for any kind of damages that Customer may sustain as a result of delayed delivery or non-delivery of the Products and/or delayed provision or non-provision of the Service due to present and/or future acts or restraints of Governments, the imposition of export restrictions and any other impediment beyond the control of Supplier, directly or indirectly related to the provisions of this article.
- 1.15.13 Anticorruption Compliance. Customer shall adhere to all applicable anticorruption regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. This entails refraining from engaging in any actions that involve the promise, payment, authorization, or provision, whether directly or indirectly, of money or valuable assets to any individual or entity, which includes government officials, members of royal families, employees of state-owned enterprises, and any associated parties, such as their family members. These actions must not be carried out with corrupt intent, and they are prohibited for the following purposes: (a) influencing official acts or decisions, (b) obtaining improper advantages, (c) acquiring or retaining business, or directing business towards any specific individual or entity, and (d) encouraging or rewarding favorable actions in matters pertaining to the subject of this Agreement.
- 1.15.14 It is expressly agreed between the Parties that any action or claim by the Customer against the Supplier must be initiated within two months from the day the Customer knew or should have known of the facts entitling it to exercise such action or claim.

#### **1.16 Warranties - Limitations of liability of the Supplier**

- 1.16.1 The Supplier will not be responsible under the Agreement to the fullest extent permitted by applicable Law and shall not be in any way directly or indirectly liable for Customer and any third-party claim resulting from:
- use of the Service/Product not in accordance with the Documentation and other written instructions provided by the Supplier;
  - use of the Service/Product in contrast with the terms and conditions of the Agreement and/or which constitutes a violation of applicable Law or third-party rights (e.g. rights to use frequencies, network resources, intellectual property rights, etc.);
  - defect or liability caused by Customer or by third-parties;
  - use of the Service/Product in conjunction with any third-party contents, software or Service/Product for which Customer lacks sufficient rights from the third-party vendor for such use or that are contrary to applicable Law;
  - use of the Service/Product with an apparatus other than the Remote Equipment;
  - force majeure events which cause suspension or interruption of Service/impossibility to deliver the Product;
  - Customer activities not permitted under this Agreement or performed without due authorization by competent Authorities.
  - failure to promptly comply with the Supplier's instructions regarding the use of the Service/Product or security if such infringement or misappropriation could have been avoided by prompt compliance.
- 1.16.2 Under no circumstances and regardless of the nature of any claim shall the Supplier be liable to the Customer or any other person or entity for an amount in excess of the paid fees related to the month the Service/Product directly causing the damages or be liable in any amount for consequential or indirect damages, loss of good will or profits, work stoppage, data loss, satellite/computer failure or malfunction, attorneys' fees, court costs.

The Supplier will not be responsible if the Service/Product is unavailable due to issues that affect Third Party Service Providers. In particular, it is understood between the Parties that the Service/Product offered by the Supplier to the Customer under the Agreement might be partially or totally based on services, networks, devices, systems and/or appliances provided by third parties, therefore the Supplier shall not be liable for any direct/indirect claims/damages arising for any such services, networks, devices, systems and/or appliances, or the actions/inactions of the relevant third parties involved therein.

The Supplier shall not be liable for any fault, negligence or other action enacted by the Customer with regards to the Service/Product provided under the Agreement. In particular, the Supplier shall not be liable for any claims or damages arising from inherently dangerous use of the Service/Product.

Subject to the exclusion of damages stated in this article and with respect to Third Party Service Provider, under no circumstances and regardless of the nature of any claim shall the Supplier or its licensors be liable for an amount in excess of the paid fees related to the month for the Third Party Service causing the damages. Also, in no event shall the Supplier or its licensors be liable to the Customer or any other party for special, consequential, incidental or punitive direct or indirect damages including, without limitation, loss of use, profits, revenue or goodwill.

- 1.16.3 The Supplier makes no warranties, express or implied, with respect to the Service/Product provided (as specified in the SF), including, without limitation, fitness for a particular purpose or use.
- 1.16.4 In no event the Supplier shall be deemed liable to the Customer or to any other party for special, consequential, incidental, or punitive direct or indirect damages including, without limitation, loss of use, profits, revenue, or goodwill.
- 1.16.5 The Supplier or its licensors will in any event not be held responsible for the transmitted data, or broadcast contents, through the Services and for any legal, commercial or other consequences resulting from transmitting any kind of data or broadcasted contents.

#### 1.17 **Confidentiality**

- 1.17.1 Confidential Information shall not be reproduced in any form, except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each Party:
  - shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and
  - shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein or as may be required by law or by any legal or regulatory authority.

"Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

- 1.17.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:
  - is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information;
  - is released pursuant to the binding order of a government agency or a court as well as securities regulations (and only for the event of the binding order), so long as prior to any such release the releasing party provides the other Party with the greatest notice permitted under the circumstances, so that the Disclosing Party may seek a protective order or other appropriate remedy.
  - is or becomes generally available to the public through no wrongful act of the Receiving Party;
  - at the time of disclosure, was known to the receiving party free of restriction; or the disclosing party agrees in writing is free of such restrictions.

Each party further agrees, upon termination of this Agreement for whatever cause, to return to the other party on that party's request all documents and any materials received in connection with this Agreement containing any Confidential Information of the other party.

- 1.17.3 Upon termination of this Agreement for whatever cause, Each Party will return to the other Party, on that Party's request, all documents and any materials received in connection with this Agreement containing any Confidential Information of the other.
- 1.17.4 Customer shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party. Neither Party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However, the Customer agrees, unless differently specified in the SF, that the Supplier and its Affiliates may reasonably use the Customer's name, including Customer's trademark, logo including any associated registered design, and any pictures containing the Customer's intellectual property which the public associates with the image and brand of customer for the Supplier's marketing purposes including but not limited to use on the Supplier's website, in brochures and public/company events. The Supplier will make reasonable efforts to avoid having the reference activities unreasonably interfere with Customer's business.

#### 1.18 **Execution of the agreement and termination**

- 1.18.1 Proposal/Execution. Further to the appropriate request of services to the Supplier by its website and/or commercial agents, Customer shall receive a copy of this Agreement in hard copy (paper) or electronic form, the latter at the customer e-mail registered with the Supplier or at the Supplier's web portal (the "**Proposal**"). The Proposal shall be ready for execution by Customer and shall contain all required elements and economic/commercial terms of service, as appropriate.  
The Proposal may be composed only by the SF, where the SF refers to:
  - GTC and STC already signed by the Parties or
  - GTC and STC available at the Supplier's web site.

- 1.18.2 To execute the Agreement, Supplier will propose, and Customer shall use one of the following alternative methods:

- 1.18.2.1 Sending an electronic pdf copy of the Proposal, executed in writing or with an electronic signature valid in European Union as per EU Regulation 910/2014 by its authorized representative to the Supplier using the e-mail address salesadmin@milanoteleport.com. The Proposal shall include every part and annex of the Agreement as well a copy of a valid and current ID document of Customer's authorized representative and proof or certification that the person signing is the Authorized Representative. The Proposal shall be sent from the e-mail address stated in the SF as valid for Customer; or

- 1.18.2.2 Using a third-party e-signature platform provided by the Supplier following the instructions provided and the URL indicated by the Supplier in the e-mail or documents delivered along with the Proposal by the Supplier. The use by the Customer of the third-party e-signature platform indicates that the Customer represents and warrants that it has ascertained that in its Jurisdiction e-signature as provided by the Supplier is legally binding to ensure unconditional acceptance of the Proposal and, even if not considered binding by Law, warrants to the Supplier unconditional acceptance of the electronic signature therein provided as a mean to express valid consent to the Proposal and use of e-signature logs and consents to the use of relevant files and vis-à-vis third parties with full waiver to all relevant exceptions as proof in Court of its acceptance. If Customer, for any reason, does not believe the third-party e-signature platform to be able to validly execute the Proposal, Customer should refrain from using the third-party e-signature platform or web platform as a means of signature and/or contract execution and use the procedure hereafter at 1.18.2.1, 1.18.2.3, 1.18.2.4 or 1.18.2.5, or
- 1.18.2.3 Sending an executed paper copy of the Agreement, together with all the relevant requested documents by international registered mail, at the address of the Supplier, or
- 1.18.2.4 Executing the Agreement in a pre-scheduled meeting where the authorized representatives of the Parties are both present at the same time and directly execute two copies of the Agreement, one per Party, or
- 1.18.2.5 Executing the Agreement through a web platform provided by Supplier at a URL and following instructions indicated in a specific e-mail by Supplier (the "Platform Access Instructions"); Customer shall so access the Supplier's web portal following the instructions provided and the URL so indicated by the Supplier in order to file in the Supplier systems a direct request for a Service. On the Supplier's web platform, Customer and Supplier, each for their own competence, will fill the relevant information regarding the Remote and the Service Plan through a dedicated web form which Customer, by initiating the use of the web platform following the Platform Access Instructions agrees to consider valid and binding to form a contract with Supplier, thereby waiving any and every exception thereto and agrees to consider the logs of the Supplier Platform as valid proof of contract. If Customer does not agree with the terms of this article, Customer shall not initiate use of the Supplier Platform. The execution of the Agreement takes place once the Customer will have duly filled the web form with the relevant information and the Supplier will have confirmed, always through the web portal, the Service acceptance. The customer may print a copy of the web form for its record and the Supplier shall send to the Customer an email confirming the order acceptance.
- 1.18.3 It is understood between the Parties that, notwithstanding the selection of a different method of execution of the Agreement among the ones described in this art. 1.18, the Supplier may at any time request the Customer to send, by registered mail, an executed paper copy of the Agreement and, if such copy is not received within 15 days, the Supplier may terminate the Service. It is also understood that the Supplier may refuse to validate and approve any Proposal sent by Customer, in case of provision of incorrect, invalid, false and/or non-coherent data or documents provided by the Customer itself. Regardless of the method of execution chosen by the Customer among the ones described from clause 1.18.2.1 to 1.18.2.5, it is understood that the Agreement, inclusive of all the relevant GTC and SF and any annex, shall become effective as of the date in which Customer receives in its mailbox a Supplier mail or e-mail confirming that the Supplier has received, executed and accepted the Proposal.
- 1.18.4 Term and Termination. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.
- 1.18.5 The Agreement shall continue in effect until the End Date, unless renewed as per renewal terms or terminated upon the earliest to occur of the following:
- Termination by the Customer; thirty days after Customer gives Supplier written notice of Customer's intention to terminate this Agreement, for any reason.
  - Termination by Supplier; the Supplier shall be entitled to terminate this Agreement in the following cases:
    - failure of Customer's payment for more than 10 (ten) days,
    - the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so,
    - the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement,
    - the Customer has gone into liquidation or has been declared insolvent by a competent Court or makes an assignment for the benefit of creditors.
- If Supplier, under the applicable law referred to in article 1.15.12 or under any other law to which the exportation may be subject, determines that a) Customer and/or End User and/or any third party in the stream of contractual relationship between Supplier and Customer or who has, even temporarily, access to the Products and/or Services is/are subject to restrictive measures; b) the export of the Products and/or Services is subject to prior export authorization or prohibition, Supplier, by prompt notice to Customer, shall have the right, at its entire discretion, to immediately Suspend the performance of the Agreement in order to ask and obtain the authorization, and/or to immediately Terminate the Agreement.
- Should one of the above-described situations occur, the Supplier shall be entitled to:
- require the Customer to pay the Liquidated damages;
  - state that any amounts owed by the Customer are immediately due and collectable, including the Liquidated damages;
  - hold any of the Customer's equipment, material or non-material goods hosted in the Supplier's POP, until the full execution of the Customer's obligation;

- contact the Customer's end customers/End Users to make them aware of the situation in order to preserve the Supplier's reputation.
- 1.18.6 For the avoidance of any doubt, unless otherwise and expressly provided by the SF of the specific service, termination of the Agreement shall strictly apply to this Agreement, its annexes, SF, schedules, addenda and order documents; any partial and/or early termination of this Agreement by Customer shall not be permitted in respect of any part of this Agreement, its SF, appendices, schedules, addenda, order documents except as provided in art. 1.5.  
In case of termination under art. 1.13.3, while the Supplier may immediately cease its Service, the Customer will remain liable vis-à-vis to the Supplier for any unpaid fees for Service supplied and for the Liquidated damages.  
In case the SF consider the Automatic Renewal option, upon the expiration of the original term or any renewal term, the Agreement shall be renewed automatically for succeeding terms corresponding to the Service Period, unless either party gives written notice to the other the intention not to renew, respecting the following notice period:
- 60 days in advance of each renewal term, in case of Service Period greater than 6 months;
  - 30 days in advance of each renewal term, in case the Service Period is greater than 2 months and less or equal 6 months;
  - 7 days in advance of each renewal term in case the Service Period is greater than 7 days and less or equal 2 months.
- 1.18.7 Upon Termination of the Contract for whatever reason, the Customer shall immediately cease the use of all and any Supplier's Materials and Confidential Information. Within thirty (30) days after any termination, Customer shall irretrievably destroy or upon Supplier's request deliver to the Supplier all copies of the Supplier's Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to the Supplier in writing that it has satisfied its obligations under this article. Customer agrees to certify in writing to the Supplier that it has performed its obligations as set for under art.1.13, 1.18.5, 1.15,1.16, 1.17, 1.19 shall survive such termination. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer.

#### **1.19 Management Company**

- 1.19.1 Subject to the Supplier's approval, the Customer may appoint a Management Company or other third party to handle certain customer obligations, including orders for Service/Product, upgrades or downgrades, payment of invoices, Service/Product management and handling.
- 1.19.2 It is understood that the Supplier's customer will be the Customer and the invoices will be issued in the Customer's name, regardless of whether payment is made by the Customer or the management company. The appointment of a management company does not relieve the Customer of their obligations and liabilities under this Agreement. The Customer remains liable for payments due under this Agreement should the management company fail to make timely payments.

#### **1.20 General provisions**

- 1.20.1 The provisions of this Agreement allocate the risks between the Supplier and Customer. The fees agreed between the Supplier and Customer reflect this allocation of risk and the limitations of liability herein.
- 1.20.2 Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 1.20.3 No Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 1.20.4 Governing Law/Limitations Period and Jurisdiction. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Italy, without reference to its conflicts of law principles. Italian law, rules, regulations shall prevail and govern in case of any conflicts between these and foreign law, rules, regulations, with the sole exception of the definition of "Maritime Claim" under article 1 letter (l) of the 1999 International Convention on Arrest of Ship, which shall be applied to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties shall make every effort to settle possible disputes in an amicable manner. If an amicable solution is not possible, the claiming Party shall initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when the claiming Party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). The Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in Milan, Italy, in any dispute arising out of or relating to this Agreement.
- 1.20.5 Intellectual Property. Customer acknowledges and agrees that the Product and Service provided by the Supplier under this Agreement incorporate and encompass certain proprietary rights, including but not limited to patents, copyrights, trade secrets, and other similar rights pertaining to the Product and Service and associated systems (referred to as "Intellectual Property"). The Supplier asserts ownership or control over all such Intellectual Property rights. The Supplier hereby grants Customer a limited, non-exclusive, non-transferable, and non-sub-licensable license to utilize the Intellectual Property to the extent necessary for using the Product and Service. Furthermore, Customer acknowledges and agrees that the Supplier's Products and Services may include the proprietary intellectual property of specific third-party manufacturers

(used by The Supplier under license) and commits not to undertake any actions contrary to or infringing upon these third-party rights. Customer is prohibited from copying, replicating, altering, or transferring any software, whether owned by the Supplier or used by the Supplier under a third-party license, to any third party. The Supplier's and its suppliers' logos, as well as any other brand or product names employed by the Supplier or its affiliates in the course of delivering the Product and Service, are the trademarks of the Supplier, its suppliers, or their respective owners, and no rights are conferred upon Customer herein concerning these trademarks.

1.20.6 Notices and Communications. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of the Parties at the addresses first set forth in the SF, or here below if different. This requirement can be met by facsimile transmission, exchange of letters or other written form, including email. Any notices that effects the Agreement shall be in writing and will be effective if sent to the other party by registered mail, by e-mail from the registered Customer address to [salesadmin@milanoteleport.com](mailto:salesadmin@milanoteleport.com) or certificate electronic mail (PEC) [finance@pec.milanoteleport.com](mailto:finance@pec.milanoteleport.com) or by written letter by registered mail to the following address.

- Supplier: MILANO TELEPORT S.r.l., Via Cascina Nuova 1, 20084 Lacchiarella (MI), ITALY
- Customer: as per address and email address stated in the SF.

The addresses listed in the Agreement have been agreed for this purpose and each Party can changed his address at any time, through written communication to the other Party.

Customer is solely responsible for keeping Customer's account information with Supplier up to date. Customer's failure to promptly provide Supplier with accurate, complete and updated account information in writing shall constitute a material breach of this Agreement, and may result in the immediate termination or suspension of this Agreement Supplier as per art. 1.3 and art. 1.18.

1.20.7 Force Majeure. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement (other than the payment of amounts due hereunder) if such delay or failure results from events, circumstances or causes beyond its reasonable control (e.g. earthquakes, floods, black-outs, conflicts, order of administrative authorities, law/regulation changes, etc.). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Agreement by giving 14 days' notice to the affected party.

The party affected by an event in accordance with this clause shall:

- as soon as reasonably practicable after the start of the force majeure event, notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and the effect of the force majeure event on its ability to perform any of its obligations under the Agreement, and
- use all reasonable endeavors to mitigate the effect of the force majeure event on the performance of its obligations.

1.20.8 Assignment. Customer shall not, without Supplier's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under the Agreement, or the Supplier's Materials/Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. The Supplier may assign the Agreement, or even just part of it, to any of its Affiliates (by way of example, the Supplier could assign to one of its Affiliates the execution of the leasing/renting activities of Products/Equipment).

1.20.9 All or any personal data of each Party shall be processed by the Parties in strict compliance with the provision of EU Regulation 2016/679 (General Data Protection Regulations) and any other directly applicable European Union or U.S. regulation relating to privacy. Each Party shall adopt the strictest measures in order to protect such data. Furthermore, each Party shall notify the other Party in the event of any data breach and assist promptly and to the best of their ability, the other Party in any resulting investigation arising from any data breach.

1.20.10 The Agreement constitutes the complete and exclusive statement of the agreement between the Supplier and the Customer, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. The Agreement may be modified only by a writing signed by both parties. Signatures sent by electronic means (facsimile, e-mail, web portal) shall be deemed original signatures according to art.1.18.2 above. At End Date, in case the Parties intend to extend the term of the Agreement, at the same conditions, such an extension may be executed by the Parties via email without the need of signatures. The Agreement does not create any partnership, joint venture or principal-and-agent relationship, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

1.20.11 Interpretation. In this Agreement, unless the contrary intention appears:

- words denoting the singular include the plural and vice versa;
- words denoting the masculine gender include the female and the neutral genders and the neutral gender shall include the masculine and female genders;
- words denoting persons include corporations, partnerships, associations of persons (whether incorporated or not) or governmental or quasi-governmental bodies or authorities;
- references to clauses and sub-clauses are references to clauses and sub-clauses of this Agreement;
- references to "law" include any instrument having the force of law and any unwritten rule of law, and the expressions "lawful" and "lawfully" shall be construed accordingly.

1.20.12 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of the Agreement:

- the SF;
- the STC sections part of GTC;
- the GTC.

## 2 VSAT SPECIFIC TERMS AND CONDITIONS

### Specific definitions

These STC are part of the GTC and are applicable to VSAT service (hereinafter also referred to as the “**Service**”).

In this STC, the following specific definitions apply to the Service here regulated.

- “**VSAT**” Very Small Aperture Terminal is a satellite communications system.
- “**MIR**” shall mean maximum information rate. It represents the maximum speed of the Service which the Customer can expect. Access to the MIR depends on network congestion, therefore the Supplier cannot guarantee that the Customer can reach the MIR.
- “**CIR**” shall mean committed information rate. It represents the minimum speed of the Service which the Customer can expect.
- “**MTVD**” is the traffic volume per day that the Customer can expect. It is computed in Mega Bytes (“MB”) from the following formula:  $CIR \text{ (in Mbps)} \times 3,600 \text{ seconds} \times 24 \text{ hours} \times 0.125$ . The Supplier guarantees that the Customer can access both the CIR and MTVD, in the event the Remote generates this traffic on the Service.

### 2.1 Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 2.2 General service description

VSAT service is a two-ways communication channel which connects the Remote to the Internet or to a specific site via a satellite and through the Supplier POP.

### 2.3 Transmission and capacity

The Supplier shall assign to the Customer's Remote an Internet access as per the capacity indicated in the Service Plan. The provision of the Service, including any upgrade sought by the Customer, may be subject to the availability from other service providers. Such capacity may be limited at times for various reasons, including but not limited to, emergency pre-emption by a governmental authority, service area limitations, satellite network conditions, weather, environmental conditions and Force Majeure.

The Supplier shall have sole discretion for the selection of the satellite systems and facilities used to provide the Service. Unless in case of Service provided to a Remote on land, the Supplier can at its sole discretion change the satellite used to supply the Service.

The Supplier does not accept any liability for any loss that arises from transmission and capacity limitations to the maximum extent which is permitted by applicable Laws.

Customer acknowledges that the prices for the Service may include both monthly fixed fee for data transmissions up to a maximum ceiling and additional fee for data transmissions in excess of the monthly maximum limit, as per what specified in the SF.

Customer acknowledges the traffic volume exceeding the MTVD is provided in best effort and may not be guaranteed in case of Service provided in sharing mode (i.e. TDMA).

### 2.4 Transmission performances

The Service performance will therefore only be validly measured on the route between the Supplier POP and the Demarcation Point (e.g. speed test and latency services based on the Customer's premises or on internet POP's will not be considered as an accurate measure of the connection speed and latency, as many factors can cause a slowdown which are not attributable to the Supplier). The Supplier will, upon Customer request, provide a specific tool to measure Service performances.

In particular, the Service speed defined in MIR and CIR depends on the usage of the Service made by the Customer; it is understood that, if the Customer does not generate IP traffic on the service, the measured Service speed might appear lower than the expected speed. It is understood that the only Service speed and latency measurement tools are the ones provided by the Supplier as well as any other Service measurement tools required by the Customer that are approved by the Supplier.

Fluctuations and variations in speed and transfer rates. Given ongoing changes to satellite and terrestrial technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates is not currently feasible. Data rates may vary in different regions and conditions. Customer may experience different data rate of the subscribed data rates. Customer acknowledges that, from time to time, the Services may intermittently encounter variations in data transfer rates because of factors which may include but are not limited to the time of day and congestion on the Internet and/or network as a whole, Customer's own network configuration and usage patterns, and maintenance and upgrade

procedures or repairs which the Supplier and/or Third Parties Service Providers, including its satellite operators, may undertake from time to time, including grooming or transition of satellites.

## 2.5 General conditions

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 3 DATA CELLULAR SPECIFIC TERMS AND CONDITIONS

Specific definitions

These STC are part of the GTC and are applicable to data over cellular networks service (hereinafter also referred to as the "Service").

In this STC, the following specific definitions apply to the Service here regulated.

- "SIM" shall mean the module that contains subscriber information that enables access to the Service.
- "Volume" denotes the data traffic generated by the Customer using the Service.
- "MB", "GB", "TB" represent Megabyte, Gigabyte, and Terabyte, respectively, serving as units of Volume.
- "Variable Fee" shall mean the fee which is applied to the Volume in addition to the Monthly Fee.
- "Country" shall mean the nation within which it is possible to use the Service.

Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 3.1 General service description

Cellular service is a two-ways communication channel which connects the Remote to the Internet or to a specific site via a Cellular network and through the Supplier POP.

### 3.2 Transmission and capacity

The Supplier shall assign to the Customer's Remote the Volume indicated in the SF. The provision of the Service, including any upgrade sought by the Customer, may be subject to the availability from Cellular Providers. Such capacity may be limited at times for various reasons, including but not limited to, emergency pre-emption by a governmental authority, service area limitations, satellite network conditions, weather, environmental conditions and Force Majeure.

The Supplier shall have sole discretion for the selection of the Cellular Networks to provide the Service and at its sole discretion may change them. Country list in which Service will be available may be changed from Cellular Providers without notifications.

Customer acknowledges that the prices for the Service may include both monthly fixed fee for data transmissions up to a maximum ceiling and variable fee for data transmissions in excess of the monthly maximum limit, as per what specified in the SF.

### 3.3 Transmission performances

The Service performance will be validly if measured on the route between the MT POP and the Demarcation Point (e.g. speed test and latency services based on the Customer's premises or on internet POP's will not be considered as an accurate measure of the connection speed and latency, as many factors can cause a slowdown which are not attributable to the Supplier). It is understood that the only Service speed and latency measurement tools are the ones approved by the Supplier.

In particular, the Service speed depends on the usage of the Service made by the Customer, other users based simultaneously on the Cellular Network and the availability of the Cellular Network near the Remote.

Fluctuations and variations in speed and transfer rates. Given ongoing changes to technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates is not currently feasible. Data rates may vary in different regions and conditions.

Suppliers cannot guarantee the availability of all the cellular standards (5G, 4G, 3G, 2G, etc.) in each site and Country in which the Service is used.

The Supplier does not accept any liability for any loss that arises from transmission and capacity limitations to the maximum extent which is permitted by applicable Laws.

### 3.4 Volume monitoring

Customer is fully responsible for monitoring its own Service usage using traffic measurement tools installed on the Remote and/or the SIM.

Volume will be updated on Supplier's web portal with days of delay and may not be used to monitor the Volume; this delay is due to the time required to receive the SIM's usage data from Cellular Providers.

Volume reported in Supplier web portal will be considered valid as per billing purposes, once Cellular Providers will have transmitted the SIM's usage data about the billing period, also in case Customer measurement will report different figures. In case of disputes, Customer may ask to the Supplier to provide a daily traffic usage report per SIM.

Unless otherwise specified in the SF, Volume per SIM's do not cut off automatically when a specific data limit is hit; Customer will be solely responsible for all the traffic generated by the SIM.

### 3.5 **Bundle**

Service may be provided as bundle ("Bundle") mode. Bundle considers the Customer may generate a specific Volume during a specific period, at a fixed fee. Traffic generated over such a Volume is billed a part (Variable fee).

The Bundle's Volume not used in the Bundle period may not be used later, unless otherwise specified in the SF.

Cap. To prevent unusual traffic usage, the Volume that each SIM generates may be limited to a predefined threshold; likewise SIM may have a traffic limit on those countries that are not included in the plan coverage.

In both cases such a traffic limit (the "Cap") may be removed upon customer request.

In such a case the Customer:

- will be solely responsible for the traffic generated over the Cap;
- will be solely responsible for the traffic generated by the SIM in any Country not included in the plan coverage;
- accept the Variable Fee per GB which, in any Country not included in the plan coverage, may reach an amount of indicatively 10.000€ per GB, depending on the Cellular provider the SIM will link to;
- agrees to pay to the Supplier such Variable Fee.

### 3.6 **Guarantee**

Supplier may place a daily, weekly or monthly cap on the amount of credit for Customer account. Supplier may, at any time, require Customer to pay an interim payment if Customer's credit cap has been exceeded, or pay a deposit or provide a guarantee as security for payment of future bills. If Customer exceed the cap, fail to pay such a deposit or provide such a guarantee, Supplier has a right to suspend the provision of the Service, and/or to terminate this Agreement.

### 3.7 **General conditions**

All SIM shall always remain the property of Cellular Provider.

Customer is solely responsible for the SIM Card and shall remain liable for all call and data charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported by the Supplier to Cellular Provider, and will remain liable for the Monthly Fee related to keep the SIM active until the agreement has ended. Supplier will notify the Cellular provider as soon as reasonably possible.

Service is intended to be used for internet data only. No calls/SMS are allowed though the SIM and Customer is responsible for any extra cost arising from a not allowed use of the SIM.

No part of the Service is capable of or intended to provide basic emergency call services. Customer acknowledges and agree that the Supplier (and Supplier's Cellular Provider as appropriate) shall not be liable for any claims arising out of the failure of any emergency service functionality.

Customer agree to comply with Supplier's reasonable instructions relating to the SIM Cards, the mobile device used to host the SIM Cards or the Service and to use only approved mobile devices.

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 4 **STARLINK SPECIFIC TERMS AND CONDITIONS**

Specific definitions

These STC are part of the GTC and are applicable to data over the Starlink network (hereinafter also referred to as the "Service").

In this STC, the following specific definitions apply to the Service here regulated.

- "**Starlink**" refers to the satellite operator responsible for managing the Starlink constellation of satellites and the associated network;
- "**Starlink Terms**" means the terms and conditions of the Service published by Starlink on its website (www.starlink.com);
- "**Starlink Kit**" denotes the equipment installed at the remote to access the Service.
- "**Starlink Plan**" encompasses the terms of the Service proposed jointly by Starlink and the Supplier to the Customer.
- "**Volume**" denotes the data traffic generated by the Customer using the Service.
- "**MB**", "**GB**", "**TB**" represent Megabyte, Gigabyte, and Terabyte, respectively, serving as units of Volume.
- "**Variable Fee**" is an additional fee applied to the Volume, in addition to the Monthly Fee.
- "**Country**" shall mean the nation within which it is possible to use the Service.

Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 4.1 **General service description**

The Service serves as a bidirectional communication channel linking the remote location to the Internet or a specific site through the Starlink network.

To utilize the Service at a Remote, the Customer must (i) equip it with one or more Starlink Kits and (ii) subscribe to one or more Starlink Plans, which will determine the characteristics and price of the provided Service.

#### **4.2 Starlink Kit**

The Supplier may provide the Starlink Kit to the Customer, or activate the Service based on a Starlink Kit of which the Customer has already equipped the Remote previously.

The Customer bears the responsibility for the installation and proper use of the Starlink Kit in strict accordance with the terms outlined in the Starlink Terms. Notably, the Starlink Kit must be installed in a location with an unobstructed view of the sky and should not be placed under a radome.

Any modifications or alterations to the Starlink Kit, even cosmetic ones, may void applicable warranties and impact Service performance. To avoid voiding warranties, any planned modifications to the Starlink Kit must receive written approval from Starlink and may be subject to additional evaluation fees for operability assessment. If Starlink, at its sole discretion, determines that the Customer's installation or modification of a Starlink Kit significantly degrades the Service or the Starlink Kit, any applicable warranty may be voided.

Please note that Starlink Kit designs and Starlink Services may change due to technological innovations announced by Starlink.

#### **4.3 Transmission performances**

The Customer acknowledges having reviewed the Starlink specifications and independently determined that the Starlink Kit and Starlink Services are suitable for use in their specific environment, including compliance with relevant regulatory requirements.

The Service's performance, such as speed, latency, data transmission reliability, and satellite visibility for providing the Service, is not guaranteed unless specified in the Starlink Terms.

The list of countries where the Service is available and licensed can be found on the Starlink website and may change without prior notice. It is the responsibility of the Customer to comply with the use of the Service in each country as defined in the Starlink Terms.

The Service may include the concept of priority access to data, known as data prioritization, which grants network priority to data traffic under such Service up to a defined Volume threshold. Beyond this threshold, the Customer's data may experience upload or download speed limitations or blockages or be subject to Variable Fee, depending on the subscribed Starlink Plan.

Throttling of the Service may result in reduced or unavailable bandwidth for certain data-intensive applications or services.

Service performance is valid when measured between the Starlink Point of Presence (POP) and the Demarcation Point using Starlink's proprietary measurement systems. Customer-conducted speed tests and latency assessments, whether on the Customer's premises or internet POPs, are not considered accurate measures of connection speed and latency due to various uncontrollable factors. Service speed depends on Customer usage, concurrent users on the Starlink network, and the availability of the Starlink network near the remote location.

Given evolving technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates across different regions and conditions is not currently feasible.

The availability of the Service, including any desired upgrades, may be contingent upon Starlink's capacity. This capacity may be subject to limitations due to various factors, including but not limited to governmental authority pre-emption, service area constraints, satellite network conditions, weather, environmental factors, and Force Majeure events. The Customer acknowledges that such Services are continuously evolving and may undergo changes over time.

The Supplier disclaims any liability for losses resulting from transmission and capacity limitations to the extent permitted by applicable laws.

#### **4.4 Bundle**

Service may be provided as bundle ("Bundle") mode as defined in the Starlink Plans. Bundle considers the Customer may generate a specific Volume during a specific period, at a fixed fee. Traffic generated over such a Volume is billed a part (Variable fee).

The Bundle's Volume not used in the Bundle period may not be used later, unless otherwise specified in the SF.

Cap. To prevent unusual traffic usage, the Volume that each Starlink Kit generates may be limited to a predefined threshold. In both cases such a traffic limit (the "Cap") may be removed upon customer request.

In such a case the Customer:

- will be solely responsible for the traffic generated over the Cap;
- accept the Variable Fee per GB over the Cap;
- agrees to pay to the Supplier such Variable Fee.

#### **4.5 Volume monitoring**

Customer will be solely responsible for all the traffic generated by the Starlink Kit and is fully responsible for monitoring its own Service usage using the Starlink traffic measurement tools.

Volume reported in the Starlink traffic measurement tools and web portal will be considered valid as per billing purposes, also in case Customer measurement will report different figures. In case of disputes, Customer may ask to the Supplier to provide a traffic usage report per Starlink Kit.

Unless otherwise specified in the SF, Volume per Starlink Kit do not cut off automatically when a specific data limit is hit.

#### 4.6 **Guarantee**

Supplier may place a daily, weekly or monthly cap on the amount of credit for Customer account. Supplier may, at any time, require Customer to pay an interim payment if Customer's credit cap has been exceeded, or pay a deposit or provide a guarantee as security for payment of future bills. If Customer exceed the cap, fail to pay such a deposit or provide such a guarantee, Supplier has a right to suspend the provision of the Service, and/or to terminate this Agreement.

#### 4.7 **General conditions**

The Customer commits to adhering to all Starlink Terms posted on the Starlink website. It is the Customer's responsibility to regularly review the Starlink website for any changes or modifications to the Starlink Terms.

Starlink Plans may be subject to change, and in such cases, the Supplier will notify the Customer of the changes. The Customer may terminate the Service at the end of the month following the Supplier's notice unless otherwise agreed upon in the Service Agreement. Failure to terminate will be considered acceptance of the changes by the Customer.

Customers should be aware that certain changes to Starlink Plans have the potential to affect the total charges payable, either through adjustments to the Monthly Fee or Variable Fee.

The Customer is permitted to use the Service solely for their own use and may not resell it to third parties, even as part of other services. For clarity, using a Starlink Service and/or Starlink Kit as a community Wi-Fi or "hotspot" for third parties does not constitute the resale of the Starlink Service.

The Customer shall refrain from using the Service for residential or consumer purposes, reselling it to unauthorized third parties, any United States Federal Government agency, or any military, paramilitary, or intelligence community user or use case in any country, including via a defense contractor, unless explicitly provided for in the Service Agreement.

In-Motion Use. The Customer is prohibited from installing or using a Starlink Kit at a moving site unless Starlink has designated the specific Starlink Kit model and/or mount for in-motion use and has obtained all required in-motion approvals in the country of use. Services provided in-motion at a site via an unauthorized Starlink Kit or in an unauthorized country are prohibited, void the limited warranty of the Customer's Starlink Kit, and may lead to the suspension and/or immediate termination of this Agreement.

Service is intended to be used for Internet data only. No part of the Service is capable of or intended to provide basic emergency call services. Customer acknowledges and agree that the Supplier and Starlink shall not be liable for any claims arising out of the failure of any emergency service functionality.

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 5 VOIP SPECIFIC TERMS AND CONDITIONS

Specific definitions

These STC are part of the GTC and are applicable to VOIP service (hereinafter also referred to as the "**Service**").

In this STC, the following specific definitions apply to the Service here regulated.

- "**VOIP**" is a voice and multimedia content transmission service over Internet Protocol (IP) networks.
- "**DID**" Direct Inward Dialing is a telephone number associated with one or more VOIP phone lines.

#### 5.1 **Service Provisions**

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

#### 5.2 **General service description**

VOIP service provides a two-ways voice communication channel via the voice over Internet Protocol. In order to use the Service, Customers must have access to Internet. If Service is supplied in prepaid mode, Customer is required to make a prepayment. Supplier will send to the Customer an identification code (UserID) and the personal access key (Password), required to administer their access to the Services. Customer is required to retain and store the access key with the utmost confidentiality and security. Customer is directly liable for any damage that any improper use of the access key may cause to Supplier or to third parties.

In the event of loss or theft of the access key, Customer must immediately communicate that circumstance to the Supplier, by registered delivery with acknowledgement of receipt, attaching the report made to the relevant authorities, also sending all useful information in advance by e-mail.

#### 5.3 **DID**

Supplier may assign to Customer one or more personal telephone number per line requested, as specified in the SF.

Supplier will assign geographic or nomadic number as per Customer's request; Customer understands and accepts that geographic numbers are to be used within the proper numbering district and that only nomadic DIDs may be used outside the district where the Customer is resident. Supplier will not accept any liability should Customer make any unauthorized use of the numbering.

The DIDs are obtained by Supplier from one of its partners and are assigned to Customer at the condition that Customer will use the DID as provided by applicable Laws and Regulation and, in particular, under the rules specified by Italian AGCOM and Italian Ministry of Economic Development - Department of Communications if the DID belong to Italian

numbering arches. Customer understand, accepts and undertakes to follow the aforementioned Laws and Regulations, including those specified below, and Supplier will not accept any liability for any violation thereof by Customer and/or by employees/affiliates of Customer.

Supplier undertakes to keep, where possible, the same DID associated with the Customer for the whole duration of the contract, except in cases of:

- onset of technical or regulatory incompatibility with the numbering;
  - lack of payment by the due date indicated by Supplier of the fee relating to the service for which the DID was acquired.
- Supplier may reassign to others a DID which, for any reason, including termination of the contract by Supplier or the Customer, has ceased to be associated with a Customer. In that case Supplier is not in any way liable towards the Customer or towards third parties for any damages resulting from the receipt, by a new customer, of messages or calls addressed to the previous Customer (or customers). Customers expressly waive any liability of Supplier in that sense.

#### **5.4 FEES AND PAYMENT METHOD**

Prepaid credit relating to services with prorated traffic may have an expiration date as per the SF. Voice traffic will be charged per minute according to the destination as specified in the VOIP price list. Any exceeding seconds will be rounded to the nearest minute.

#### **5.5 LIMITATION OF LIABILITY**

Supplier is not liable, except in the case of willful misconduct or gross negligence, for any direct and indirect damages resulting from poor services, failed sending or receipt of messages, malfunctioning, bad quality or blocking of telephone services, inefficiencies, delays or errors in sending or receiving messages.

In particular, Supplier is never in any way liable, having no control over the equipment involved, for poor services due to errors of commutation on the public telephone network, which involve the delivery of calls to Supplier and/or its service partners with an incorrect destination telephone number.

Supplier is never in any way liable in relation to malfunctioning problems of VOIP services that are attributable to incorrect/inappropriate/non-compatible configuration either of the Customer devices or any part of the network not under the control of Supplier, between the location of the Customer and Supplier itself, including the location of Supplier's partners involved in the delivery of service.

The caller is responsible for any telephone call. Supplier may not be considered in any way liable for the content of telephone calls made by Customers (including employees/affiliates and any third parties which is authorized by Customer to use the Service). The Customer expressly waives Supplier regarding any possible claim for damages by third parties relating to the content of its messages or telephone calls.

The Suppliers is not responsible for any call and fee arising from a fraudulent use of the service in case of User ID/access key lost, theft or hacker's attack.

VOIP services does not allow users to call emergency numbers, including, by way of example but without limitation, numbers 112 (Carabinieri), 113/119 (Police/Emergency Services), 115 (Fire Brigade), 118 (Medical Emergency) or other local emergency. Supplier therefore recommends having and using a traditional telephone line for the purposes of contacting the emergency services. In those cases, Supplier is never liable for the impossibility by the Customer to contact the emergency services.

#### **5.6 OBLIGATIONS OF THE CUSTOMER AND CORRECT USE OF SERVICES**

It is expressly prohibited to use the Supplier services and systems to perform any activity of arbitrage of telephone traffic or, in general to develop telecommunications traffic that can obtain for oneself or for third parties advantages or bonuses or credit or cash or similar by merely making or receiving, even unanswered, communications of any nature; by way of example and without limitation, it is prohibited to use in any way the Supplier systems in order to gain advantages for oneself or for others, by telephone calls or SMS sent to numbers such as mobile or landline network numbers with so-called offers of "auto-recharge" or "reward", or to Italian or foreign "premium" numbers or "personal numbers" or "shared cost" numbers, which retrocede cash or credit or advantages to the holder of the number or those who use it. In those cases, Supplier may - at its discretion - suspend the services immediately and invoice the Customer for any costs or additional charges incurred for the characteristics of traffic developed, without anything being due to the Customer. This is without prejudice to the right of Supplier to take legal action also for the compensation of any damages incurred.

Customer is prohibited from reselling the services provided by Supplier to third parties, in any form.

Customers is prohibited from allowing third parties to use the service, except for occasional authorized use of the service by temporary visitors of the premises of Customer (e.g. guests, etc.). In general, Customer undertakes to inform anyone who is authorized to permanently or temporarily use Supplier services of the fact that Supplier can see the detail of the calls made, including all digits of the calling and called numbers and of the usage restrictions specified in this Agreement, especially concerning emergency calls.

With particular regard to outgoing traffic and the use of geographical DIDs of the Italian landline network, in accordance with point 5 of Art. 8 of Appendix A to resolution 52/12/CIR AGCOM, Customer undertakes to use the geographical DID associated with them only in the local area to which that DID refers. Supplier reserves the right at any time to perform manual or automatic checks, even using the technical means at its disposal, regarding actual compliance with the foregoing. Where Supplier identifies any use of the DID that does not comply with the laws and regulations of the Italian Republic, including, in particular, the National Numbering Plan (resolution 52/12/CIR AGCOM), and the Electronic Communications Code, Supplier may revoke the use of the DID by the Customer and terminate the contract in place, without anything being due to the Customer; Customers also undertakes to hold Supplier harmless and keep it indemnified

where third parties make claims against Supplier following improper use of the DID by the Customer. In any case, this is without prejudice to the possibility for the Customer to receive incoming traffic relating to the same DID on terminal equipment located outside the relevant local area, by way of the call transfer service provided by Supplier to another DID or identification, provided by Supplier or by third parties, that can be used outside the relevant local area.

In the case of traffic development deemed to be anomalous by the Supplier, or in the case of triggering automatic or manual anti-fraud systems by Supplier that might arouse suspicion even of just potential fraud, unlawful acts or contractual breach, or in the case of technical problems that might put at risk the infrastructure of Supplier or other operators, Supplier may suspend, even selectively, the Service and/or access to the website for the Customer at its discretion, without anything being due to the Customer. Supplier in any case - in the event of non-fraudulent use or non-contractual breach - undertakes to reactivate the services against contact with the Customer which clarifies any potentially fraudulent aspects identified by its systems.

## 5.7 **CONFIDENTIALITY OF CALLS**

Supplier undertakes never to read and/or intercept the content of the telephony sent via its systems, and not to communicate it to third parties, except where this is required by law and in cases of request in that sense by the Judicial Authority, the State Police, the Italian Finance Police, the Carabinieri or other bodies of the Italian Republic with functions of protecting Public Safety.

The previous arrangement is also applied to all data relating to traffic of any type of service, including telephony, fax, SMS, (e.g.: calling number, called number, date and duration of call) or other services offered by the Supplier.

Customers appoint Supplier as data controller for data relating to the contents of telephone calls communications made or received by the user. Supplier will store that data for the time required by Customers who are entitled to delete it when they see fit. Supplier will protect that data with the organizational and logical measures required by law.

Customers appoint Supplier as data controller for the identification data of telephone communications made or received by the user. Supplier will store that data for the time required by Customers and in any case for a maximum of two months and for 30 days for unanswered telephone calls. Supplier will protect that data with the organizational and logical measures required by law.

## 5.8 **General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 6 **SPACE SEGMENT LEASE SPECIFIC TERMS AND CONDITIONS**

### 6.1 **Specific definitions**

These STC are part of the GTC and are applicable to SPACE SEGMENT LEASE service (hereinafter also referred to as the "Service").

In this STC, the following specific definitions apply to the Service here regulated.

- **"Capacity"** means the space segment resources, as defined in the SF and Service Plan.  
Service Provisions  
Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 6.2 **General service description**

Space segment service allows Customer to use a satellite, or part of it, for telecommunications.

### 6.3 **Transmission and capacity**

The Supplier shall assign to the Service the parameters indicated in the Service Plan.

### 6.4 **Transfer of Capacity**

6.4.1 The Supplier reserves the right within the ordinary course of business to transfer the Capacity to other satellites, or to other transponder(s) on the Satellite, and/or to the Satellite located at another orbital location, provided that the new capacity will continue to provide coverage and power sufficient to support pre-existing services using the Capacity. The Supplier shall provide the Customer with reasonable prior notice of such a planned transfer. In such event, the new capacity shall be deemed to have replaced the Capacity for all purposes under the Agreement, and all the terms and conditions hereof, including, inter alia, the Service Charges, shall remain in full force and effect until the expiry of the Term.

6.4.2 The Supplier reserves the right to change the transmit and/or receive frequency of the Capacity. Any such modification shall be notified to the Customer with reasonable prior notice. The Supplier shall under no circumstances be held liable for any damage directly or indirectly resulting from such change of frequency with respect to the proper reception of the signals such as, without limitation, interruption in the reception on household decoder-receivers of signals transmitted via the Service which may result therefrom.

### 6.5 **Satellite anomaly**

6.5.1 In the event that the **Satellite Capacity Provider** is compelled to replace the Capacity due to an operational anomaly/force majeure or other reasonable cause, or in the event that such operational anomaly is, in the Satellite Capacity Provider's

reasonable opinion, likely to occur, the Supplier shall use reasonable endeavors to provide the Customer with alternative capacity in accordance with the conditions set forth below (hereinafter referred to as the "Replacement Capacity").

6.5.2 The Supplier shall notify the Customer as soon as reasonably practicable of the technical and operational characteristics of the Replacement Capacity (the "Notification"). The Replacement Capacity shall be either on other transponder(s) on the Satellite, on the Satellite at another orbital location, or on another satellite then in orbit.

6.5.3 If The Supplier succeeds in replacing the Capacity with Replacement Capacity following Notification, such Replacement Capacity shall be deemed to have replaced the Capacity or the affected part thereof for all purposes under the Agreement, and all its terms and conditions hereof, including, inter alia, the Service Charges, shall remain in full force and effect until the expiry of the Term.

6.5.4 The Customer may reject the Notification, in writing, within 48 (forty-eight) hours of receipt on the grounds that the characteristics of the Replacement Capacity deviate materially from the initial Capacity characteristics (as specified hereinafter), failing which the Customer shall be deemed to have accepted the Replacement Capacity.

6.5.5 The Replacement Capacity shall be deemed to deviate materially from the initial Capacity characteristics only if at least one of the following occurs:

- the Replacement Capacity Equivalent Isotropic Radiated Power ("EIRP") is more than 2 dB lower than the EIRP of the initial Capacity for more than 3 (three) locations as indicated in the technical and operational characteristics of the Capacity;
- the Replacement Capacity Figure of Merit ("G/T") is more than 2 dB lower than the Figure of Merit of the initial Capacity for more than 3 (three) locations as indicated in the technical and operational characteristics of the Capacity.

#### 6.6 **General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 7 UPLINK SPECIFIC TERMS AND CONDITIONS

### 7.1 **Specific definitions**

These STC are part of the GTC and are applicable to UPLINK service (hereinafter also referred to as the "**Service**"). In this STC, the following specific definitions apply to the Service here regulated.

- "**Capacity**" means the space segment resources, as defined in the SF and Service Plan.  
Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 7.2 **General service description**

Uplink service provides a one-way or two-ways communication channel via satellite through the Supplier POP. The satellite Space Segment may be supplied from the Supplier or Customer. Internet access may be supplied in combination with the Uplink service.

### 7.3 **Transmission and capacity**

The Supplier shall assign to the Service the parameters indicated in the SF.

Customer is fully responsible for the provision of satellite Space Segment, unless provided by the Supplier.

Change in satellite Space Segment are not allowed, unless previously agreed with the Supplier.

Supplier shall provide the service using an earth station antenna infrastructure in the supplier POP per an annual availability of 99.9% "clear sky condition", unless differently specified in the SF.

Supplier ensures that the equipment used for the provision of the Service has all necessary quality certificates and is of professional grade.

Customer shall inform the Supplier immediately upon learning of any interruptions or degradations of the transmission of its signal using the Service.

The Supplier reserves the right within the ordinary course of business to change the equipment and Supplier POP used to provide the Service. The Supplier shall provide the Customer with reasonable prior notice of such a planned transfer.

### 7.4 **General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 8 CO-LOCATION SPECIFIC TERMS AND CONDITIONS

### 8.1 Specific definitions

These STC are part of the GTC and are applicable to Co-Location service (hereinafter also referred to as the “Service”).

In this STC, the following specific definitions apply to the Service here regulated.

Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 8.2 General service description

Colocation service allows Customer to rent a physical space in a Supplier POP to host Customer Equipment. Internet access may be supplied in combination with the Colocation service. The Supplier shall provide secure space as is reasonably necessary for the operation of the Customer Equipment listed in the SF at the Supplier POP, which space will contain appropriate electrical supply and connection facilities to operate the Customer Equipment.

Customer Equipment will be kept in an environment appropriate for the use and operation of such equipment, which will include suitable temperature and humidity levels. Supplier will notify the Customer any material changes of the environmental conditions which may impact the Service.

The Customer will keep the Customer Equipment in a good and safe state of repair and condition throughout the period of this Agreement.

### 8.3 Equipment installation

The Customer Equipment and any other equipment installed by or on behalf of the Customer at the Supplier POP at any time for the Service Period will comply fully with and be installed in accordance with all relevant safety approval standards, codes of practice and quality assessment guides as determined by the Supplier from time to time.

A full specification of the Customer Equipment and its method of installation will be agreed with The Supplier prior to installation.

The initial position of the Customer Equipment within the Supplier POP will be determined by the Supplier in advance. The Supplier reserves the right to direct the Customer to relocate the Customer Equipment from time to time to another position within the Supplier POP, the costs of such relocation being borne by the Supplier.

The Supplier shall have the right to re-locate the Customer Equipment to another place at the Supplier POP on giving the Customer reasonable prior written notice, the costs of such relocation being borne by the Supplier.

The Customer will supply the Supplier with a full inventory of the Customer Equipment immediately following installation.

The Customer will not install any additional equipment (over and above that listed in the Service Order) of whatever nature at the Supplier POP without the prior written consent of the Supplier.

Where appropriate, the Supplier will also provide the Customer with an IP address. This IP address will always remain the property of the Supplier.

In case of Customer Equipment installed in a rack: total power absorbed cannot exceed 2,5 Kw. Customer Equipment shall be installed respecting the Supplier indications about the hot air flow.

### 8.4 Access Arrangements

The Customer will be allowed full and free access through the Supplier POP during the Supplier's normal business hours to the Customer Equipment by giving the Supplier at least 24 hours prior notice. In the case of a total equipment failure, which in the reasonable opinion of the Customer or its agents requires emergency maintenance, the Customer will be allowed access by giving the Supplier at least 2 hours prior notice to arrange an escort.

The Supplier will advise the Customer of the permitted route through the Supplier POP to the Customer Equipment from time to time and the Customer will comply with all security, access and safety procedures specified by the Supplier and within any rules and regulations of safe working.

Whilst on the Supplier POP, the Customer must not consume any food or beverage and must not interfere with any equipment other than the Customer Equipment.

The Customer will comply with all The Supplier regulations in respect of the Supplier POP.

### 8.5 Support on Customer Equipment

The Supplier will undertake all reasonable endeavours to ensure that support is provided on Customer Equipment located in the Supplier POP.

Supplier, if required, will make occasional inspections of the Customer Equipment in line with the reasonable instructions provided by the Customer and report any faults detected to the Customer as soon as is reasonably practicable.

The provision of support to Customer Equipment will be dependent upon the availability of manpower resource at the time of the request and will be restricted to the following measures:

- visual checks of equipment and systems under direct guidance from a Customer representative,
- rebooting of equipment and systems under direct guidance from a Customer representative,
- switching of suspect or faulty equipment to a pre-installed and pre-configured spare unit under direct guidance from a Customer representative.

The provision of support in this form is limited to a maximum of 15 minutes duration in any single event and is pre-emptible at any time. The Supplier will not be held liable for any detrimental impact upon equipment or services where support is provided under the direct instruction or guidance of a Customer representative.

#### **8.6 Customer Responsibilities**

The Customer will provide, configure, install, administer, manage and (where appropriate) remove the Customer Equipment at the Facilities. The Customer is responsible for providing remote monitoring and uplink software to minimise the number of its visits to the Supplier POP.

The Customer will provide any network or logical security measures that are required such as firewalls and intrusion detection systems.

The Customer will inform the Supplier of the type and configuration of the Customer Equipment. This is to ensure that any Customer Equipment does not exceed pre-determined limits on heat generation, power consumption, physical size and network utilisation. Any subsequent changes to the Customer Equipment must be agreed by the Supplier in writing.

The Customer will permit the Supplier personnel to inspect and/or audit the Customer Equipment at any reasonable time upon reasonable notice except in the case of emergency where no notice will be required.

Should the Customer Equipment interfere in any way with the operation of the Supplier, then the Supplier will take whatever action it deems to be appropriate in order to resolve the matter without prior notice to the Customer. If the Supplier cannot rectify the situation to its reasonable satisfaction, then it may by written notice terminate this Service provided with immediate effect.

In the event that the Supplier terminates this Service pursuant to the clause above the Supplier may at its option either terminate the Agreement and all Services provided thereunder with immediate effect or continue to provide some or all of the other Services to the Customer pursuant to the Agreement.

#### **8.7 General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

The Parties agree that this Schedule is not intended to confer exclusive possession of any part of the Supplier POP upon the Customer and that the Customer will be the licensee and not the tenant of the Supplier or any of its associates and that nothing in this agreement will be construed as creating the relationship of landlord and tenant between the Supplier or any of its associates and the Customer.

Upon termination of this Agreement the Customer will remove the Customer Equipment from the Supplier POP at its own cost and all damage caused during such removal will be made good by the Customer at its own expense and to the reasonable satisfaction of the Supplier.

## **9 RENT SPECIFIC TERMS AND CONDITIONS**

#### **9.1 Specific definitions**

These STC are part of the GTC and are applicable to equipment renting (hereinafter also referred to as the "**Rent Service**").

In this STC, the following specific definitions apply to the Service here regulated.

"**Equipment**" shall mean the Equipment as above defined, applicable to the Rent Service.

"**Rental Period**" shall mean the period during which the Rent Service is provided, from Start-date to End-date.

"**Warranty**" shall mean the Equipment warranty terms and conditions described in the SF.

Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

#### **9.2 Equipment rent**

The Supplier shall rent the Equipment to the Customer for the set period on time and for the set payment terms. The Equipment is specifically provided for use on the Remote for the services subject to the terms and conditions of the Agreement, or other Agreements in between the Parties. The Supplier shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

#### **9.3 Inspection Repair and Replacement.**

The Supplier shall within a reasonable time (taking into consideration the availability of technicians or other necessary personnel and the location of the Equipment) inspect, repair and (if in the Supplier's view replacement is necessary) replace the entire Equipment or items that make up part of the Equipment when a problem with the Equipment disrupts the Equipment's functionality, as per the Warranty. The Supplier's obligation to inspect, repair or replace under this clause will only apply in the event that the need for a repair or a replacement does not arise from a failure by the Customer to comply with its obligations as set out in the Agreement and does not arise from the action or actions of a third party that is not a party to the Agreement or from accidental events such as bad weather conditions or other. Warranty is limited to labor and spare parts, whereas travel, accommodation, shipment and duties costs related to the Inspection, Repair and Replacement are all Customer's responsibility.

Required repair or replacement of defective Equipment shall not constitute a right for the Customer to pay reduced Monthly Fee payments. This clause constitutes the Customer's sole remedy in connection with Equipment failures or defects.

#### 9.4 **Authorization**

The execution of all the administrative compliance required for the installation and use of the Equipment is at Customer's responsibility. The Customer shall obtain at its own expense all the necessary authorizations for the installation and for the use of the Equipment.

#### 9.5 **Delivery and installation**

Unless otherwise agreed, delivery of the Equipment shall be made by the Supplier to the location specified in the SF and respecting the time plan agreed in the SF. The Customer will notify the Supplier, at least 30 days in advance of the installation date, about the availability and the location of the Remote on which the Equipment will be installed. The cost of the delivery shall be for the Customer's account.

If the Remote's installation time plan agreed in the SF will be delayed for more than one month, the Party which for its default is responsible for such a delay will liquidate to the other Party a damage for every additional month of delay. The damage will be equivalent to the Monthly fee applicable to such a Rent Service, multiplied by the months of delay exceeding the first one.

If such a delay and persists for 6 months, the Agreement will be automatically terminated in regard of all the Services related to the Remote affected by this installation delay. The Party which for its default is responsible for such a delay will liquidate to the other Party the damages calculated as following: the sum of the Monthly fee for all Services included in the Agreement for the affected Remote x 12.

The Customer shall at its own expense, risk and responsibility install the Equipment on the Vessel in accordance with the Supplier's specifications. The Supplier may provide a duly authorized technician ("**Supervisor**") to be present at the Equipment's installation. For the avoidance of doubt, the Supplier shall not be liable for any damage caused to the Vessel or the Equipment during installation.

In case of VSAT Equipment, the Supplier will issue specifications for the antenna mount. Crane, pedestal construction is the responsibility of the Customer and shall be completed in due time before the installation of the Equipment. The Customer will run all relevant cablings on-board the Vessel according to the Supplier's specification. The Supplier will provide the Customer with its installation checklist which will indicate the items that are at Customer's responsibility.

The Supplier shall perform the initial testing of the Equipment. Once initial testing has been completed satisfactorily, an authorized representative of the Customer shall accept the delivery by signing the installation checklist. Acceptance of the installation by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

To facilitate delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, environment and access.

If required by the Supplier, the Customer shall designate and provide a warehouse or tarp covered area of a minimum of 10 meters by 10 meters with clean and dry space for antenna assembling; protected power with overhead lift capability to a height of 8 meters or forklift with 4 meter lift capability; appropriate transport (including a forklift and a crane) to move Equipment from the assembly area to the Vessel and onto the pedestal. The Customer will also provide reliable 220-240 V AC power, a good quality <3 Ohms earth ground connection, environmentally controlled space for installation of indoor electronics, and a suitable site (a pedestal, free of line of sight obstruction) for Equipment, as surveyed.

#### 9.6 **Title and risk**

The Equipment shall at all times until the end of the Rental Period remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer following successful installation under clause 4 above. The Equipment shall remain at the sole risk of the Customer during the Lease.

#### 9.7 **Customer's responsibilities**

The Customer shall during the term of the Agreement:

- ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the operating instructions provided by the Supplier and applicable laws and regulations;
- take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Start-Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- set up an insurance, equivalent to the Equipment price, which covers the Equipment against any physical loss or damage during the Rental Period, adding the Supplier as insured too;
- make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless carried out to comply with any mandatory modifications required by law or any

regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation;

- keep the Supplier fully informed of all material matters relating to the Equipment;
- keep the Equipment at all times on the Vessel and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;
- reasonably cooperate and ensure that all of the parties it contracts with reasonably cooperate with the Supplier in order to allow the Supplier to carry out the Service specified in the art. 9.3 of the STC. The Customer shall permit the Supplier or its duly authorized representative to inspect, repair or replace the Equipment at all reasonable times and for such purpose obtain all necessary permits for entry and exit upon the Vessel or any premises at which the Equipment may be located, and shall grant or cause to be granted all reasonable access and facilities for such inspection including applicable permits, licenses, visa and other immigration requirements and customs clearances for installation or for repair or replacement. At no cost to the Supplier, the Customer (i) provides lighting, electricity, lightning protection, telecommunications connections, civil works, and internal wiring; (ii) manage the Customer's IP addresses, network security, voice network services beyond the demarcation point, desktop and laptop computer systems and private data network services and products deployed in association with the Equipment. If the Customer connects its own equipment to the Supplier's network, the Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Equipment, the Supplier's network, its suppliers' networks or any other services of the Supplier or its customers;
- maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require.

Not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

Not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavors to procure an immediate release of the Equipment and in any event shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.

#### 9.8 **End of Rental Period**

Within one month after the end of the Rental Period, the Customer at its own expenses will remove the Equipment from the Remote and ship it to the warehouse the Supplier will indicate. Within two weeks from the receipt of the Equipment, the Supplier will inspect it and will draw a report of its general conditions which will be sent to the Customer; the Customer will be responsible for reimbursing the Supplier for any damage the Equipment may have suffered; in case of disputes the Customer has two weeks from the receipt of the report to send one representative to make an expert report on the Equipment conditions.

The Supplier shall at no time during or after the Rental Period be under any duty to remove the Equipment or to continue to service or repair the Equipment or be liable for any costs of removing the Equipment.

#### 9.9 **Breakdown**

The Customer's right to termination described into GTC does not apply for the Rent Service.

#### 9.10 **General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

## 10 LEASE SPECIFIC TERMS AND CONDITIONS

### 10.1 **Specific definitions**

These STC are part of the GTC and are applicable to equipment lease (hereinafter also referred to as the "**Lease Service**").

In this STC, the following specific definitions apply to the Service here regulated.

**"Equipment"** shall mean the Equipment as above defined, applicable to the Lease Service.

**"Lease Period"** shall mean the period during which the Lease Service is provided, from Start-date to End-date.

**"Warranty"** shall mean the Equipment warranty terms and conditions described in the SF.

Service Provisions

Further to the provisions of art.1.1 of the GTC, the following will apply to the Service.

### 10.2 **Equipment lease**

The Supplier shall lease the Equipment to the Customer for the set period on time and for the set payment terms. The Equipment is specifically provided for use on the Remote for the services subject to the terms and conditions of the Agreement, or other Agreements in between the Parties. The Supplier shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

### 10.3 Inspection Repair and Replacement

The Supplier shall within a reasonable time (taking into consideration the availability of technicians or other necessary personnel and the location of the Equipment) inspect, repair and (if in the Supplier's view replacement is necessary) replace the entire Equipment or items that make up part of the Equipment when a problem with the Equipment disrupts the Equipment's functionality, as per the Warranty. The Supplier's obligation to inspect, repair or replace under this clause will only apply in the event that the need for a repair or a replacement does not arise from a failure by the Customer to comply with its obligations as set out in the Agreement and does not arise from the action or actions of a third party that is not a party to the Agreement or from accidental events such as bad weather conditions or other. Warranty is limited to labor and spare parts, whereas travel, accommodation, shipment, and duties costs related to the Inspection, Repair and Replacement are all Customer's responsibility.

Required repair or replacement of defective Equipment shall not constitute a right for the Customer to pay reduced Monthly Fee payments. This clause constitutes the Customer's sole remedy in connection with Equipment failures or defects.

### 10.4 Authorization

The execution of all the administrative compliance required for the installation and use of the Equipment is at Customer's responsibility. The Customer shall obtain at its own expense all the necessary authorizations for the installation and for the use of the Equipment.

### 10.5 Delivery and installation

Unless otherwise agreed, delivery of the Equipment shall be made by the Supplier to the location specified in the SF and respecting the time plan agreed in the SF. The Customer will notify the Supplier, at least 30 days in advance of the installation date, about the availability and the location of the Remote on which the Equipment will be installed. The cost of the delivery shall be for the Customer's account.

If the Remote's installation time plan agreed in the SF will be delayed for more than one month, the Party which for its default is responsible for such a delay will liquidate to the other Party a damage for every additional month of delay. The damage will be equivalent to the Monthly fee applicable to such a Lease Service, multiplied by the months of delay exceeding the first one.

If such a delay and persists for 6 months, the Agreement will be automatically terminated in regard of all the Services related to the Remote affected by this installation delay. The Party which for its default is responsible for such a delay will liquidate to the other Party the damages calculated as following: the sum of the Monthly fee for all Services included in the Agreement for the affected Remote x 12.

The Customer shall at its own expense, risk and responsibility install the Equipment on the Vessel in accordance with the Supplier's specifications. The Supplier may provide a duly authorized technician ("Supervisor") to be present at the Equipment's installation. For the avoidance of doubt, the Supplier shall not be liable for any damage caused to the Vessel or the Equipment during installation.

In case of VSAT Equipment, the Supplier will issue specifications for the antenna mount. Crane, pedestal construction is the responsibility of the Customer and shall be completed in due time before the installation of the Equipment. The Customer will run all relevant cabling on-board the Vessel according to the Supplier's specification. The Supplier will provide the Customer with its installation checklist which will indicate the items that are at Customer's responsibility.

The Supplier shall perform the initial testing of the Equipment. Once initial testing has been completed satisfactorily, an authorized representative of the Customer shall accept the delivery by signing the installation checklist. Acceptance of the installation by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

To facilitate delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, environment and access.

If required by the Supplier, the Customer shall designate and provide a warehouse or tarp covered area of a minimum of 10 meters by 10 meters with clean and dry space for antenna assembling; protected power with overhead lift capability to a height of 8 meters or forklift with 4 meter lift capability; appropriate transport (including a forklift and a crane) to move Equipment from the assembly area to the Vessel and onto the pedestal. The Customer will also provide reliable 220-240 V AC power, a good quality <3 Ohms earth ground connection, environmentally controlled space for installation of indoor electronics, and a suitable site (a pedestal, free of line of sight obstruction) for Equipment, as surveyed.

### 10.6 Title and risk

Since the beginning of the Lease Period, the Equipment shall always remain property of the Customer, and the Supplier shall have no right, title, or interest in the Equipment.

The risk of loss, theft, damage, or destruction of the Equipment shall pass to the Customer following successful installation under the aforementioned clause 4. Only the Customer shall be subject to these risks during, and after, the Lease Period.

### 10.7 Customer's responsibilities

The Customer shall during the term of the Agreement:

- ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the operating instructions provided by the Supplier and applicable laws and regulations;

- take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Start-Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation;
- keep the Supplier fully informed of all material matters relating to the Equipment;
- keep the Equipment at all times on the Vessel and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;
- reasonably cooperate and ensure that all of the parties it contracts with reasonably cooperate with the Supplier in order to allow the Supplier to carry out the Service specified in the art. 10.3 of the STC. The Customer shall permit the Supplier or its duly authorized representative to inspect, repair or replace the Equipment at all reasonable times and for such purpose obtain all necessary permits for entry and exit upon the Vessel or any premises at which the Equipment may be located, and shall grant or cause to be granted all reasonable access and facilities for such inspection including applicable permits, licenses, visa and other immigration requirements and customs clearances for installation or for repair or replacement. At no cost to the Supplier, the Customer (i) provides lighting, electricity, lightning protection, telecommunications connections, civil works, and internal wiring; (ii) manage the Customer's IP addresses, network security, voice network services beyond the demarcation point, desktop and laptop computer systems and private data network services and products deployed in association with the Equipment. If the Customer connects its own equipment to the Supplier's network, the Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Equipment, the Supplier's network, its suppliers' networks or any other services of the Supplier or its customers;
- maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require.

**10.8 Breakdown**

The Customer's right to termination described into GTC does not apply for the Lease Service.

**10.9 General conditions**

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 1.19 of the GTC regulates any inconsistency, conflict and/or discrepancy.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Supplier

Place, Date: \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Role: \_\_\_\_\_

Signature : \_\_\_\_\_

Customer

Place, Date: \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Role:

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Signature :

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, the Customer, after having taken careful and specific knowledge and vision, approves and expressly accepts the following clauses GTC 1.1,1.12,1.13,1.14,1.15,1.16,1.18,1.19 and the STC.

Customer

Place, Date:

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Signature :

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