

## Galaxy 1 Satellite Service Terms and Conditions

1) Availability Of Limited Service: Service is generally available to satellite terminals or Subscriber Information Module (SIM) equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal or SIM. Customer has no property right in such number. GALAXY 1 reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) Data Transmission Use & Dropped Calls: Due to the technical nature of data interface and the inherent sophistication of data transmission through a variety of operating systems, GALAXY 1 makes no representation as to the success of data calls through the systems. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. With the potential for incorrect use (i.e.: next to a building/obstruction), anomalies can occur that cause dropped calls of either voice or data nature. Dropped calls will not be credited. GALAXY 1 can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(3) Start of Contract Term: For all subscriptions, the month of activation counts as the first month of the commitment term, regardless of the actual day/date of the activation. Commitment periods can begin or end on any day of the month.

(4) Ability to Change T&C's or Pricing: GALAXY 1 reserves the right to modify the terms and conditions or amend or withdraw any of the price plans and subscriptions. The customer will be notified 30 days prior to the amendment or withdrawal of any price plan and subscription.

(5) Prorating of Recurring Fees and Allowances:

Monthly Subscriptions: On a new activation, the subscription fee and allowance will be prorated for the first month and will be allocated based on the date of activation.

On deactivation for I4 service, the subscription fee and allowance will be prorated based on the deactivation date. On deactivation of Thuraya and Iridium service, the subscription and allowance for will be charged in full for the month.

Early termination charges are applied if the customer deactivates prior to the commitment end date.

Quarterly/Semi/Annual Subscriptions: On a new activation, the subscription fee and allowance that applies will not be prorated and will be allocated based on the date of activation. Customer will be required to pay the full subscription fee in advance and will receive the full subscription allowance. On deactivation, the subscription fee and allowance will NOT be prorated.

(6) Minimum Contract Duration & Early Termination Fees: Each subscription (except Prepaid) has a minimum commitment period which varies between 3 and 24 months.

For each service plan terminated early or deactivated, prior to the end of the commitment period, early termination charges will apply that are equivalent to the full monthly fee for remainder of the outstanding commitment duration period.

(7) Notice of Termination: Notice of termination of service should be emailed by to GALAXY 1 billing department BILLING@G1SAT.COM, and will only be accepted if received from the assigned customer contact person(s) for the account. Notice of termination of service by phone call will not be accepted.

(8) Automatic renewal of contract: Subscriptions will continue to be charged after the minimum commitment period has expired. This means that a SIM card which is on a particular subscription will continue to be charged at that subscription rate until a notification is received to either deactivate the SIM card or to move it onto another subscription.

Monthly subscriptions can be deactivated on a monthly basis once the minimum commitment period has expired. The subscription fees and allowances will be prorated based on the deactivation date.

Advance paid packages will automatically renew for a new full payment term.

In case of an Annual subscription the customer will receive an invoice for a full year and he will get the full allowance for the full year.

In case of a Quarterly subscription the customer will receive an invoice for a quarter and he can deactivate the subscription every quarter. Please note that a deactivation is not prorated meaning there will be a full quarter subscription charged for the specific quarter on the invoice regardless of the date it was deactivated in that quarter.

(9) Suspension of a SIM Card: Should a SIM card be suspended, then the subscription charge will continue to be payable during the period of suspension but no traffic will go through. This is valid for all types of subscriptions.

Also note that a subscription will automatically renew even though the SIM is suspended on the subscription renewal date.

(10) Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle free of charge. When moving to a lower pricing plan, customer is obliged to pay the remainder of the contract for the higher plan.

(11) Invoicing and Guarantee of Payment of Services: GALAXY 1 will invoice customer monthly. This bill is due and payable upon receipt. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(12) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse GALAXY 1 for any such taxes.

(13) Deposits: Mobile Satellite services are granted subject to credit approval by GALAXY 1. GALAXY 1 requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(14) Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. GALAXY 1 reserves the right to decline any credit card transaction.

(15) Non-Payment / Breach: GALAXY 1 reserves the right to apply a late charge of 1.5% per month to each of Customer's service bills not paid within 120 days of the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GALAXY 1 all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GALAXY 1 in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment GALAXY 1 will charge a decommissioning fee equal to the remainder of the monthly fees per mobile terminal / SIM for re-activation of the suspended terminal or SIM.

(16) Limitation of Liability: The satellite services provided by GALAXY 1 may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GALAXY 1 makes no representation that it can provide uninterrupted service. Furthermore, GALAXY 1 shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GALAXY 1. GALAXY 1 shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. GALAXY 1 MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED