

IRIDIUM | Fair Access Policy

This Iridium Fair Access Policy (“Policy”) (Applies to all Iridium® Services) (“Service”).

This Iridium Fair Access Policy (the “Policy”) outlines Iridium’s expectations for the reasonable use of the Iridium satellite telephony and data communication services (“Services”) on the Iridium Communications System (“ICS”) that is in the best interests of all network users (“Subscribers”) and diminishes or eliminates excessive, improper, or illegal use of the ICS that may negatively impact other Subscribers or the performance and integrity of the ICS. This Policy is in addition to any restrictions or conditions contained elsewhere in the Iridium Global Service Provider Agreement or Value Added Reseller Agreement (the “Agreement(s)”) between the service partner (i.e., Value Added Reseller or Service Provider, as applicable) and Iridium. Specifically, the Policy’s intent is to prevent any use or misuse of the ICS that:

- Negatively impacts the fair use of the ICS for other service partners or other Iridium Subscribers;
- Negatively impacts the performance of the ICS;
- Is illegal based on U.S. or local laws and regulations; or
- Results in traffic bypassing ICS network elements or being rated incorrectly

Prohibited Uses and Activities.

Use of the Services and activities involving the Service under the Agreement may not interfere or diminish the performance of the ICS or fair use of the ICS by other Subscribers, be illegal, or infringe on the rights of others. Subscribers (and service partners) must comply with this Policy. Failure to comply with this Policy may result in suspension or termination of the Service, Service accounts, or Service on a specific Subscriber’s device or equipment.

Prohibited uses and activities include, but are not limited to, attempting to or using the Service to:

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to transmitting or disseminating information, data or material which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Generate and transmit abnormal or excessive amounts of data or messaging traffic, regardless of application or service type, data traffic or pings whose sole or primary purpose is to keep a data connection, channel, or circuit open or dedicated without sending any actual application data or payload content, or excessive voice usage, including without limitation always-on or open connections that negatively impacts other Iridium Subscribers or the performance of the ICS, as determined solely by Iridium;
- Generate and transmit: (i) Marketing spam (unsolicited messages, voice or data communications); (ii) Communications or traffic that introduces or poses a security, integrity, privacy, safety, or performance risk to the ICS or any Subscriber; or (iii) Any communications or traffic on the ICS that threatens the ICS (e.g. attack on network communications, denial-of-service attacks, introduction of viruses, malware, code, software, or program of a malicious nature).
- Restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other Subscriber to use or enjoy the Service;

- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Iridium network; or
- Divert or reroute, including any attempt to divert or reroute, any inbound or outbound traffic or communications on the ICS to avoid normal routing of calls or the correct usage rating (i.e., Bypass). Bypass (as defined in the Agreement) is prohibited.
- Additionally, unless explicitly authorized by Iridium, service partner may not alter, modify, or tamper with Iridium equipment, devices, or Service or permit any other person to do the same.

Service Partner Conduct and Responsibilities.

Service partner is responsible for its own compliance with this Policy. Service partner is also responsible for any use or misuse of the Service that violates this Policy by its Subscribers or anyone else service partner permits to access the Service or the ICS, including its dealers.

In all cases, service partner is solely responsible for the security of any device it connects to the Service, including any data stored or shared on that device. It is also service partner's responsibility to secure its equipment that connects to the Service from external threats such as viruses and malware. Iridium does not warrant or represent any security for any data or information being processed by the network or an Iridium device.

Violation of this Fair Access Policy

Although Iridium reserves the right to, Iridium does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, Iridium reserves the right to actively monitor usage statistics of Subscribers on the ICS and take proactive measures to regulate, and if necessary, suspend or deactivate access to the ICS to ensure high quality network performance for all Iridium Subscribers and its service partners on an ongoing basis.

Iridium reserves the right to refuse to transmit and to block any traffic, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to the ICS regardless of whether the traffic is unlawful so long as it violates this Policy.

Iridium reserves the right to investigate suspected violations of this Policy and respond appropriately if it becomes aware of inappropriate use of the Service.

Iridium prefers to inform service partner customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the Service is used in a way that Iridium, in its sole discretion, believes violates this Policy, Iridium may take any responsive or corrective actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any portion of the Service or a device's access to the ICS, suspend or terminate service partner's account, or terminate the Agreement without recourse (e.g., no compensation for lost time or usage of the device and/or Service, lost revenues, and any initial purchases or sales incentives for the device will be forfeited and charged back to service partner). Accordingly, neither Iridium nor its agents will have any liability for any of these responsive actions. These actions are not Iridium's exclusive remedies and Iridium may take any other legal or technical actions it deems appropriate with or without notice.

General

Iridium reserves the right to modify and update this Policy at any time with immediate effect upon electronic notice.