

LinkBox Terms and Conditions, August 2024, version 1.4

AST LinkBox is designed as an onboard system to combine multiple communication channels (satellite and cellular) into a robust hybrid network to effectively manage bandwidth by ensuring least cost routing, connectivity failover and cyber security.

These Terms and Conditions should be read in conjunction with the applicable Order Form, SLA (Schedule 1 of this document), and wider AST Networks Master Purchase Agreement Terms and Conditions available at <https://www.ast-networks.com/terms-and-conditions>.

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1. Definitions

"Acceptance Criteria" means

- (a) the LinkBox conforming in all material respects with the Configuration; and
- (b) the LinkBox being free from Defects;

"Agreement" means this agreement including the Order Form, these Terms and Conditions, the Service Level Agreement (SLA), AST's Master Purchase Agreement (MPA), and any amendments to the Agreement from time to time;

"Agreement Period" means the period specified in the Order Form starting on the Effective Date, if different to the minimum term of 12 months;

"AST" means Applied Satellite Technology Ltd, a company incorporated in England and Wales (registration number 2153172) having its registered office at Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX. Trading as AST Networks;

"Configuration" means the specification for the LinkBox set out by the Customer and agreed by AST in the Order Form, as it may be varied by the written agreement of the parties from time to time.

"Customer" means the entity signing the Order Form.

"Customer Network" means the Customer's satellite and/or ground IP communications network with respect to which the Customer uses or proposes to use the LinkBox, including all the computer, networking, and satellite equipment, and software systems of the Customer that interact with the LinkBox;

"Customer Representatives" means the person or persons identified as such in the Order Form, and any additional or replacement persons that may be appointed by the Customer;

"Customer Site(s)" means the site(s) for installation of the LinkBox identified in the Order Form;

"Defects" means any material non-conformities, malfunctions, or failures of the equipment to meet the specifications, standards, or requirements as agreed in this Agreement.

"Delivery": (1) Ex-Works delivery means AST having fulfilled their obligation to deliver the goods to the buyer by making the goods available at AST's premises. The buyer is responsible for all transportation costs, risks, and import/export formalities from that point onward. (2) DAP delivery (Delivered At Place) means AST having fulfilled their obligation to deliver the goods when they are placed at the disposal of the Customer at the agreed named place of destination. AST will ship on AST's courier account (bearing all risks and costs associated with delivering the goods to that location, including transportation, insurance, export/import clearance, and delivery to the agreed-upon destination, but excluding any duties and taxes) and will retroactively invoice Customer for these charges. Any additional charges or fees incurred after the shipment due to changes in regulations or circumstances beyond the control of the AST shall be the responsibility of the Customer.

"Early Termination Fee(s)" means the charge payable by the Customer if the minimum commitment term is not met, as calculated in airtime rate plans or laid out in this document;

"Effective Date" means the date of commencement of the LinkBox and Cyber (if applicable) monthly Subscription, which shall begin upon Configuration of the LinkBox which shall be no earlier than 2 working days prior to shipment by AST;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by AST exclusively in connection with, the performance of AST's obligations under the Agreement;

"Integration" means the integration of the LinkBox with the Customer Network;

"LinkBox" means all the physical hardware comprised in the LinkBox, including any replacement hardware supplied and installed by AST from time to time;

"Maintenance Services" means the replacement and updating of hardware elements of the LinkBox and the application of software updates and upgrades to the LinkBox;

"Order Form" means the order form identifying the Customer, the Configuration, and setting out the particulars of the Agreement, and signed on behalf of each of the parties prior to dispatch of the LinkBox;

"Schedule" means any schedule attached to the main body of the Agreement;

"Service Level Agreement" means the support offered to the Customer after installation of the LinkBox. Part 1 of the SLA shall be provided with every LinkBox subscription. Part 2 of the

SLA shall be provided when the Customer purchases the Cyber Security element of the Service.

"Service(s)" means any services that AST provides to the Customer, or has an obligation to provide to the Customer, under the Agreement;

"Subscription" means a monthly fee payable by the Customer;

"Support Services" means support in relation to the use of the LinkBox and the identification and resolution of errors in the LinkBox as set out in the Service Level Agreement, but shall not include the provision of training services whether in relation to the LinkBox or otherwise; and

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.3 (unless otherwise ending in accordance with Clause 13).

2. Term

- 2.1 The initial minimum commitment period is 12 months from the Effective Date for both the LinkBox and Cyber subscriptions.
- 2.2 Once the minimum commitment period has been met the customer may continue the subscriptions or terminate the subscription in accordance with Clause 13.
 - 2.2.1 If not cancelled by the Customer, the LinkBox subscription will move to a rolling monthly subscription with no additional minimum term.
 - 2.2.2 If not cancelled by the Customer, the optional additional Cyber subscription will automatically renew for another 12 month Term.
- 2.3 AST retains the right to increase or decrease monthly subscription prices with 30 days written notice to the Customer.

3. Hardware

- 3.1 Configuration will be agreed in the Order Form and implemented by AST prior to shipment of the LinkBox to the Customer.
 - 3.1.1 Responsibility for the Configuration and its suitability for the Customer's application rests solely with the Customer.
 - 3.1.2 AST will only make changes to initial Configurations with the Customer's express permission. For the avoidance of doubt any representative of the Customer is deemed to be able to provide such authorisation;
 - 3.1.3 AST expressly disclaims any liability for performance deficiencies or any other issues arising from Configuration settings requested by the Customer.
 - 3.1.4 Hardware will not be shipped without a completed AST Service Order Form and appropriate AST Airtime Agreement(s), accepted by AST.
- 3.2 Integration and Configuration does not include installation or attendance by an AST engineer at a Customer Site unless otherwise quoted and agreed between the parties.
 - 3.2.1 Any AST engineering time will be quoted based on the Customer scope provided by the Customer. AST is not obligated to provide Integration or installation Services at any Customer Site(s).
- 3.3 Delivery of the initial shipment of the LinkBox hardware is Ex-Works AST Great Yarmouth UK (incoterms 2020) unless otherwise agreed by AST.
 - 3.3.1 Delivery occurs when the shipment is made available for Customer collection.
- 3.4 For customs purposes, the value of the LinkBox will be included on AST's commercial invoice. The value is dependent on the Customer's actual hardware Configuration.
- 3.5 Configuration of the LinkBox will require at least 2 working days from acceptance of the Order Form by AST.
- 3.6 The LinkBox shall at all times remain the property of AST, and the Customer shall have no right, title or interest in or to the LinkBox hardware (save the right to have use of the LinkBox in accordance with this Agreement), unless otherwise agreed by AST.
- 3.7 The risk of loss, theft, damage or destruction of the LinkBox will pass to the Customer on Delivery. The LinkBox shall remain at the sole risk of the Customer thereafter, for so long as it remains at the Customer Site.

- 3.7.1 During the Term the Customer shall, at its own expense, have in place comprehensive insurance to cover the full replacement value of the LinkBox against usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as AST may from time to time nominate in writing.
- 3.8 In the event of loss or unrepairable damage of the LinkBox whilst on the Customer Site the full replacement value will be invoiced to the Customer.
 - 3.8.1 The Customer will also remain liable for any applicable Early Termination Fees.
- 3.9 The Customer shall be responsible for the physical security of the LinkBox whilst at the Customer Site and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to the LinkBox is restricted to persons authorised to use it under the Agreement.
- 3.10 The Customer shall give immediate written notice to AST in the event of any loss, accident or damage to the LinkBox arising out of or in connection with the Customer's possession or use of the LinkBox.
- 3.11 The Customer shall keep the LinkBox at the agreed Customer Site as stipulated on the Order Form unless and until:
 - 3.11.1 a change to the Customer Site at which the LinkBox is located is approved by AST following a written request from the Customer; or
 - 3.11.2 the Agreement terminates, in which case Clause 13.8 shall apply.
- 3.12 The Customer shall:
 - 3.12.1 ensure that the LinkBox, from the point of Delivery and for the duration of the Term, is stored and used in suitable environmental conditions to ensure its optimal functionality and longevity. This includes, but is not limited to, not exposing the LinkBox to water, extreme temperatures, direct sunlight, dust, or other adverse conditions. The Customer shall treat the LinkBox with the same level of care and attention as they would their own personal IT devices. Failure to adhere to these storage guidelines may result in damage and could void any warranties or support agreements. By using the LinkBox, the Customer agrees to responsibly maintain and protect it from environmental harm;
 - 3.12.2 not, without the prior written consent of AST, itself maintain or alter, or allow any third party to maintain or alter, the LinkBox hardware or software;

- 3.12.3 not, without the prior written consent of AST, part with control of, sell or offer for sale, underlet or lend the LinkBox or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 3.12.4 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of AST in the LinkBox;
 - 3.12.5 not suffer or permit the LinkBox to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
 - 3.12.6 not use the LinkBox for any unlawful purpose; and not use the LinkBox for any purpose except as outlined by AST;
 - 3.12.7 ensure that at all times the LinkBox remains identifiable as being AST's property;
 - 3.12.8 be responsible for any loss of or damage to the LinkBox arising out of or in connection with any negligence, misuse, mishandling of the LinkBox or otherwise caused by the Customer or its officers, employees, agents and contractors. In the event of loss or unrepairable damage the full replacement value of the LinkBox will be invoiced to the Customer at the prevailing price, with payment due in line with the Customer payment terms.
 - 3.12.9 The responsibility for the installation of the LinkBox hardware by a properly qualified technician rests solely with the Customer. AST expressly disclaims any liability for performance deficiencies of the LinkBox arising from incorrect installation, as determined solely by AST
- 3.13 At the end of the Term, if the Customer does not wish to renew the LinkBox Subscription, the Customer is responsible for any and all LinkBox de-installation activities.

4. Cyber Security

- 4.1 INTEGRA CyberShield is included as part of AST's standard service fee for all data Services that pass through AST PoPs (Points of Presence). CyberShield is a 3-layer service providing (1) an advanced firewall to control traffic and block abnormal connections, (2)

web filtering with anti-malware and anti-virus protection and a default block on software updates, and (3) intrusion prevention to protect against known and emerging threats.

- 4.2 The optional additional Cyber Security protection offered with the LinkBox adds capabilities to capture traffic not passing through AST PoP's and includes multiple paid for options, which must be specified on the Order Form. These are (1) continuous flow monitoring, (2) intrusion prevention, (3) advanced malware protection, (4) application control, (5) URL (Uniform Resource Locator), DNS (Domain Name System) and video filtering, and (6) anti-virus services.
- 4.3 The set up of these additional capabilities and policies is done by AST during Configuration and all information is required to be submitted to AST on the Order Form.
 - 4.3.1 It is the responsibility of the Customer to ensure that all information provided to AST is accurate and complete, and made in writing on the Order Form.
 - 4.3.2 Clause 7 "Acceptance" also applies to the optional Cyber Security Configuration.
- 4.4 Cyber Security is an additional option that attracts a separate and additional monthly Subscription.
- 4.5 Airtime Services must be routed through the LinkBox solution to benefit from the CyberShield or additional Cyber Security functions.
- 4.6 It is the customer's responsibility to ensure this additional Cyber Security service is included in their Order Form and the Configuration is completed in advance.
- 4.7 It is the customer's responsibility to ensure the Cyber Security services subscribed to are appropriate to their requirements, and AST disclaims any liability for cyber security issues arising.
- 4.8 The customer is responsible for ensuring regular updates of the security libraries are undertaken to safeguard against security threats.
- 4.9 No cyber security can be 100% secure and AST LinkBox security is intended to supplement existing onboard security features with layers of security to further reduce the risk of cyber compromise.
- 4.10 The Customer remains fully responsible for the Cyber security of their network.

- 4.11 The customer is responsible for ensuring security/firewall settings adherence to their requirements and all regulatory and governance requirements.
- 4.12 Any changes to the Cyber Security settings must be made in writing to AST. A priority will be assigned to the request by AST and it will be dealt with in accordance with the priority classifications on the SLA.
- 4.13 If any hardware or software element of the Cyber Security option requires replacement, the 12 month minimum Term will not restart. The 12 month minimum Term from the Effective Date or renewal date will remain in effect.

5. Airtime

- 5.1 Airtime subscriptions and associated charges are not included in the monthly LinkBox Subscription.
- 5.2 Only airtime services and rate plans authorised by AST for use by the Customer can be subscribed to. Customers should contact their AST Account Manager for options;
- 5.3 In addition to these AST LinkBox Terms and Conditions, applicable AST airtime terms and conditions apply regarding activation, suspension, upgrades or downgrades, data overage, minimum term, and termination, including any Early Termination Fees.
- 5.4 All airtime fees are due and payable in 30 days unless otherwise agreed with AST.
- 5.5 At AST's sole discretion, late payments for airtime subscriptions may lead to suspension of either or both the airtime and LinkBox Service which will be preceded by a 7-day advance notice.

6. General obligations

- 6.1 A Customer is eligible to purchase a LinkBox subscription when one or more airtime services routing through that LinkBox are also purchased from AST. The LinkBox

subscription will cease if no airtime services are purchased from AST, and the customer will be obliged to return the LinkBox in line with clause 13.7. If that occurs within the minimum term, an Early Termination Fee (ETF) will be applied to the next Customer invoice.

6.2 The ETF for the LinkBox termination will be calculated by multiplying the monthly subscription rate by the number of months remaining on the 12 month minimum term. An ETF does not apply to the LinkBox if termination is made after the minimum commitment period has been fulfilled;

6.3 The ETF for the optional Cyber Security Subscription will be calculated by multiplying the monthly subscription rate by the number of months remaining on a 12 month minimum term.

6.4 The minimum Term for the Cyber option is 12 months, and the Subscription renews for minimum periods of 12 months.

6.4.1 The renewal of the Cyber option is automatic and will renew unless cancelled by the Customer in line with Clause 13.

6.5 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to AST, or procure for AST, such:

6.5.1 co-operation, support and advice; and

6.5.2 information and documentation,

as are reasonably necessary to enable AST to perform its obligations under this Agreement.

6.6 The Customer must provide to AST, or procure for AST, such access (including both remote and physical access) to:

6.6.1 The LinkBox before, during, and after installation, as required;

6.6.2 the Customer Site (including the LinkBox installed at the Customer Site);

6.6.3 the Customer Network; and

6.6.4 the Customer's other computer hardware, software, networks and systems,

as may be reasonably required by AST to enable AST to perform its obligations and/or exercise its rights under this Agreement.

- 6.7 The Customer shall ensure that the Customer network complies, and continues to comply during the Term, with:
- 6.7.1 the requirements set out in the Order Form agreed by AST and the Customer;
and
 - 6.7.2 any other requirements reasonably specified by AST during the Configuration of the LinkBox.
- 6.8 Customer shall be solely responsible for maintaining the security of its administration access information and shall be fully responsible for all activities which occur relating to access to the services under the Customer's administrative access ID. AST is not responsible for unexpected use of services or data whether by ex-employees, compromised user passwords or any other misuse of Customer accounts. Upon termination of the LinkBox service, all data, including Configuration data will be deleted, and AST has no responsibility for such data.

7. Acceptance

- 7.1 Upon Delivery of the product, the customer is responsible for ensuring that the Configuration settings provided by AST are as agreed on the Order Form and meet the Customer's Acceptance Criteria for their intended use. It is solely the Customer's responsibility to thoroughly review and validate these settings to ensure compatibility and functionality.
- 7.2 In the event that the customer identifies any discrepancies, errors, or concerns regarding the Configuration settings provided by AST, they must notify AST in writing within 7 working days of Delivery of the LinkBox.
- 7.3 Should the discrepancy or error be attributable to AST (as determined by AST) then AST will endeavour to make any corrections to the settings remotely within 3 working days. If remote access is not possible AST will make mutually agreeable arrangements with the Customer for the return and reconfiguration of the LinkBox.
- 7.4 Should the discrepancy or error be attributable to the Customer (as determined by AST) then then AST will endeavour to make any corrections to the settings remotely. For any non-minor corrections, or where the corrections cannot be made remotely, the Customer

will be responsible for returning the LinkBox to AST on a DDP Great Yarmouth UK basis (Incoterms 2020) for corrections to be made. Return Delivery will to the Customer will be on a DAP basis unless otherwise agreed.

- 7.5 In the event of discrepancies, errors, or concerns regarding the Configuration settings, regardless of how they are caused, Subscription charges will not be paused or credited unless otherwise agreed by AST.
- 7.6 If the Customer fails to notify AST of any Configuration issues prior to installing the LinkBox, the Customer acknowledge and accepts the risk that any subsequent problems or malfunctions arising from incorrect Configurations may result in delays, additional costs, or operational disruptions.
- 7.7 In the event that Configuration issues are not identified and addressed prior to shipping the LinkBox, AST will endeavour to provide remote assistance or guidance to mitigate the impact. However, the customer acknowledges that in certain circumstances, rectification may necessitate the return of the product to port for further inspection, adjustment, or repair.
 - 7.7.1 Any reasonable direct costs associated with a return, as determined by AST, will be credited by AST to the Customer.
 - 7.7.2 Any indirect or consequential costs incurred as a result of undetected Configuration issues, including but not limited to transportation, port fees, or additional services, shall be borne solely by the customer unless otherwise agreed by AST.
- 7.8 AST shall not be liable for any losses, damages, or expenses incurred by the Customer due to Configuration errors or failures that were not reported within the specified time frame or were otherwise attributable to the customer's negligence or failure to adhere to these terms and conditions.
- 7.9 The Customer must not use the Product other than for the specific purposes for which the product is designed, and any such use will not constitute a Defect.

8. Support Services and Maintenance Services

- 8.1 AST shall provide the Support Services and Maintenance services to the Customer during the Term in accordance with the Service Level Agreement.
- 8.2 Anything not included in the Service Level Agreement is expressly excluded from AST's obligation under this Agreement.
- 8.3 In being able to fulfil its SLA obligation of providing pre-configured replacement LinkBox hardware in case of hardware failure, AST's judgement of whether the fault lies with the LinkBox hardware will be final.
- 8.4 If AST in its sole judgement determines any of the LinkBox hardware requires replacement because of hardware failure, AST shall make available the relevant replacement hardware with appropriate Configuration within 1 business day of agreeing the hardware is at fault.
 - 8.4.1 AST will ship this replacement hardware to a destination nominated by the Customer and Delivery will be on a DAP insured basis (Delivered At Place, Incoterms 2020) unless otherwise agreed between the AST and the Customer.
 - 8.4.2 Certain geographical restrictions may apply to the shipment of replacement hardware in order for AST to act in compliance with applicable sanctions and trade regulations. We reserve the right to refuse replacement hardware shipments to locations where such restrictions are in effect. Customers are responsible for ensuring compliance with their local laws and regulations regarding the importation of goods.
 - 8.4.3 AST is not responsible for transportation or customs delays.
 - 8.4.4 The responsibility for the installation of replacement LinkBox hardware and any related expenses by a properly qualified technician rests with the Customer. AST expressly disclaims any liability for performance deficiencies of the replacement LinkBox arising from incorrect installation, as determined solely by AST.
 - i. The customer can request support from AST in accordance with Clause 3.2

- 8.4.5 Customer shall make available to AST knowledgeable technical staff to aid in troubleshooting.
- 8.4.6 The Term does not reset following the shipment of replacement hardware.
- 8.4.7 Support terms for the replacement hardware will be transferred from the hardware being switched and will not reset.
- 8.4.8 There is no suspension of Subscriptions or any other credit or payment to the Customer during any downtime caused by LinkBox hardware swap out.
- 8.4.9 The Customer will support AST in the facilitation of the return of faulty hardware to an AST location – this includes but is not limited to making the hardware available, arranging shipment, or providing AST any relevant information to arrange collection.
- 8.5 AST shall have no liability for any changes in the Customer’s hardware which may be necessary to use the LinkBox due to a workaround or maintenance release.
- 8.6 The Customer can elect to purchase an additional LinkBox subscription to enable a second LinkBox to be provided to the Customer Site, which will sit in “cold standby mode”. The LinkBox will be inactive but can be swapped out in case of hardware issues. Contact AST for more information.
- 8.7 In the event of any failure to meet the Service Level Agreement (SLA) standards, AST acknowledges its responsibility to diligently address and rectify the matter in accordance with the procedures stipulated in the SLA. While AST is committed to meeting the SLA benchmarks and providing satisfactory service, it is understood that failure to meet these standards does not automatically imply issuance of credits or payments to customers. AST reserves the right to assess each case individually and determine appropriate remedies or compensations based on the circumstances, impact, and adherence to the SLA protocols.
- 8.8 Additional technical support, if required over and above the AST LinkBox Service Level Agreement commitment, will be charged at AST’s standard rates as adjusted from time to time which are available on request. No work will be carried out without a purchase order from the Customer.

- 8.9 The Customer acknowledges that the Support Services shall be provided remotely, unless provided in accordance with Clause 7.3.
- 8.10 AST shall have no obligation to provide Support Services in respect of any issue caused by:
- 8.10.1 any act or omission of the Customer that constitutes a breach of the Agreement; and any other improper use of the LinkBox by the Customer; or
 - 8.10.2 any alteration to the LinkBox made by any person other than AST without the prior written consent of AST.
- 8.11 If AST provides Support Services at the request of the Customer and AST, after beginning the provision of those Support Services, reasonably concludes that AST has no obligation to provide those Support Services by virtue of the exceptions set out in Clause 8.10, AST may levy additional charges in respect of:
- 8.11.1 those Support Services; and
 - 8.11.2 any subsequent Support Services provided in relation to the issue with the consent of the Customer, at AST's standard time-based charging rates plus any associated Expenses.
- 8.12 AST will support the Customer in making minor Configuration adjustments during the Term as far as it is practical to do so remotely. Any technically complex Configuration, as determined solely by AST, and/or requiring a visit to a Customer Site (in AST's reasonable opinion) will be chargeable. A quotation will be issued in advance and will require a Customer purchase order prior to work being scheduled.
- 8.12.1 AST will only make adjustments to Configurations with the Customer's express permission. For the avoidance of doubt any representative of the Customer is deemed to be able to provide such authorisation;
 - 8.12.2 Responsibility for the suitability of any adjustments to the Configuration rests solely with the Customer
 - 8.12.3 AST expressly disclaims any liability for performance deficiencies or any other issues arising from adjusted Configuration settings.
- 8.13 AST will not connect to the Customer's network without prior authorisation and such connection will be solely to provide technical support.

8.14 The Customer agrees that:

8.14.1 from time to time during the Term, AST may perform scheduled maintenance on the LinkBox, including updating and replacing hardware and software;

8.14.2 the LinkBox may be unavailable for periods of scheduled maintenance;

8.14.3 providing that AST complies with the following requirements, AST will not be in breach of any of its obligations under the Agreement as a result of any such period of unavailability, and any such period will not count as unavailability for the purposes of Clause 8.7:

- i. AST must notify the Customer at least 10 days before the commencement of any scheduled maintenance; and
- ii. AST shall consult with the Customer as to the specific timing of scheduled maintenance; and
- iii. the Customer can expect that some of all of the components of the LinkBox will need to be replaced approximately every 5 years or as determined by AST as necessary; such replacement activity will require downtime of not less than 5 days, but potentially longer depending on the complexities of the original installation and Configuration. This replacement LinkBox will not be charged to the Customer in addition to the Subscription and no compensation for any downtime will be payable by AST to the Customer.
- iv. Performance and functionality of the LinkBox will not differ materially from the original version but making functional changes to the LinkBox is at the discretion of AST.

9. Warranties

9.1 Each party warrants to the other party that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement. The Customer Representatives providing the Configuration of the LinkBox on the Order Form are duly authorised to issue such configurations and the effect of the Configurations are the responsibility of the Customer.

9.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by

applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

10. Representatives

10.1 AST shall ensure that all instructions given by AST in relation to the matters contained in the Agreement will be given by an AST representative to a Customer Representative, and the Customer:

10.1.1 may treat all such instructions as the fully authorised instructions of AST;

10.1.2 will assume that the AST representative is duly authorised to issue the instructions;

10.1.3 may decline to comply with any other instructions in relation to that subject matter not given by an AST representative.

10.2 The Customer shall ensure that all instructions given by the Customer in relation to the matters contained in the Agreement will be given by a Customer Representative to an AST Representative, and AST:

10.2.1 may treat all such instructions as the fully authorised instructions of the Customer;

10.2.2 will assume that the Customer representative is duly authorised to issue the instructions;

10.2.3 may decline to comply with any other instructions in relation to that subject matter not given by a Customer Representative.

11. Customer Site

11.1 The Customer must comply with all applicable health and safety legislation.

11.2 The Customer shall ensure that AST personnel are provided with a safe working environment at the Customer Site .

- 11.3 The Customer must notify relevant AST personnel of the Customer's applicable rules and regulations in relation to the Customer Site, including rules and regulations relating to health and safety, dress, conduct, confidentiality and security; and AST shall use all reasonable endeavours to ensure that its personnel comply with those rules and regulations.
- 11.4 AST can decline to undertake work on a Customer Site at its sole discretion if it deems that it would be unsafe for AST personnel to do so.

12. Expenses

- 12.1 Should AST contract with the Customer to perform any Integration or Configuration of the LinkBox at any Customer Site(s) in accordance with Clause 3.2, the Customer shall reimburse AST in respect of any Expenses.
- 12.2 AST must collect and collate evidence of all Expenses and must retain such evidence during the Term and for a period of 90 days following the end of the Term.
- 12.3 Within 14 days following receipt of a written request from the Customer to do so, AST must supply to the Customer such copies of the evidence for the Expenses in the possession or control of AST as the Customer may specify in that written request.

13. Termination

- 13.1 The Customer may terminate the LinkBox subscription without an Early Termination Fee after 12 months from the Effective Date.
- 13.2 The Customer may terminate the Cyber Security Subscription without an Early Termination Fee if at least 30 days notice is given prior to the automatic renewal at the anniversary of each 12 month period.
- 13.3 At least 30 days notification of Service termination and intention of hardware return must be made by e-mail to Customer's AST Account Manager stating the LinkBox serial number details.

- 13.4 If termination occurs during the minimum period, the customer will be charged an Early Termination Fee.
- 13.5 The notification of termination must be accepted by AST in writing to the Customer in order for the notification to be valid.
- 13.6 Termination of the LinkBox subscription does not automatically terminate subscriptions for other Services. Termination of airtime subscriptions must be made separately and in accordance with the terms of those airtime subscriptions.
- 13.7 Termination for convenience by the Customer is not permitted unless the minimum term has been fulfilled.
- 13.8 Once termination has been accepted by AST:
 - 13.8.1 All LinkBox hardware must be returned by Customer to their nearest AST location (Phoenix USA, Great Yarmouth UK, Singapore, Perth Australia), using DDP (Incoterms 2020) by an "air" or similarly expedited service using a fully tracked and insured courier service and at the cost of the Customer, unless otherwise agreed by AST.
 - 13.8.2 Fair wear and tear on returned hardware is acceptable. If hardware damage is deemed by AST to go beyond fair wear and tear, then an appropriate hardware invoice will be issued and be payable by the Customer in line with existing payment terms.
- 13.9 Subscription charges for LinkBox and Cyber Security (if applicable) will end once the LinkBox hardware is confirmed as being received back by AST. AST will confirm receipt of hardware in writing to the customer.
- 13.10 If hardware is not received by AST within 45 days of confirmation of termination, AST reserves the right to the customer for the full value of the LinkBox hardware. This invoice will be payable within 7 working days.
- 13.11 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
 - 13.11.1 the other party commits any material breach of the Agreement, and the breach is not remediable; or

13.11.2 the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.

13.12 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

13.12.1 the other party:

- i. is dissolved;
- ii. ceases to conduct all (or substantially all) of its business;
- iii. is or becomes unable to pay its debts as they fall due;
- iv. is or becomes insolvent or is declared insolvent; or
- v. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

13.12.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

13.12.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

13.13 AST may terminate the Agreement immediately without giving cause for compensation to the Customer by giving written notice to the Customer if:

13.13.1 any amount due to be paid by the Customer to AST under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

13.13.2 AST has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 13.10.

13.13.3 AST withdraws the LinkBox service for any reason at its discretion.

13.13.4 For any other reason as deemed necessary by AST.

13.14 Except to the extent that the Agreement expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

13.15 Upon the termination of the Agreement:

13.15.1 If the Agreement is terminated by AST under Clause 13.11, 13.12, 13.13 and if AST elects at its sole discretion to do so, then AST may visit the Customer Site to uninstall and remove the LinkBox and charge the Customer AST's standard time-based charging rates, plus expenses.

13.16 If the Customer purports to terminate the Agreement (including purporting to terminate under Clause 13.1 but:

13.16.1 does not in fact have a right to terminate; or

13.16.2 does not comply in all respects with the relevant Clause governing such termination,

then AST shall be entitled at any time thereafter to issue an invoice or invoices to the Customer for the charges that are or will be payable by the Customer with respect to the minimum remaining Term, and the Customer must pay those Charges to AST in accordance with their payment terms.

14. Intellectual Property

14.1 Nothing in the Agreement shall operate to assign or transfer title or interest to any Intellectual Property Rights from AST to the Customer.

15. Miscellaneous

15.1 While AST takes commercially reasonable and industry standard technical and organizational steps to ensure the security of both airtime and LinkBox Services, it is not responsible for the accidental loss or destruction of any data any Customer transmits using the applicable Service and AST disclaims all liability of any kind in relation to the content or security of data that any Customer sends or receives through the LinkBox.

- 15.2 Unless otherwise noted by AST, material changes to the Agreement will become effective thirty (30) days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately or to the timescale as defined by AST. If Customer does not agree to the revised Agreement, Customer must stop using the Services and promptly notify AST in writing. In no event shall AST be obligated to refund Customer for any amounts previously paid or applicable Early Termination Fees.
- 15.3 In addition to the terms and conditions outlined specifically for the LinkBox, AST's general terms and conditions apply to all transactions and interactions with AST. Any matters not explicitly addressed herein shall be governed by the provisions set forth in AST's general terms and conditions available at <https://www.theastgroup.com/terms-and-conditions>.
- 15.4 If there is any conflict between any of the provisions of any of the constituent documents of an Agreement, the conflict shall be resolved in accordance with the following order of precedence (with the higher document in the list taking priority over the document listed lower in the list): (i) Order Form, Statement of Work or formal offer to sell or purchase; (ii) these Terms and Conditions; (iii) AST's general terms and conditions of sale.

SCHEDULE 1 (SERVICE LEVEL AGREEMENT)

1. SLA “Promise To Deliver”

- 1.1 AST promises to deliver connectivity that safeguards vessels and crew, and is backed by more than 30 years of expertise in managing complex hybrid solutions. We approach every project by listening to what our customers need, and addressing the solution tailored to their unique requirements. Our team consists of dedicated and experienced professionals, each with a deep understanding of mission achievement, setting us apart from others in the industry. Our comprehensive LinkBox Service Level Agreement (SLA), guarantees trusted, and reliable performance, backed with unwavering support. This means our customers always receive the highest level of service and satisfaction from our network solutions

2. SLA Description – Part 1

- 2.1 Under this agreement, the Customer will have access to 24/7/365 Support. AST recognises that reliable satellite-based communications are critical to the customer and their operations.
- 2.2 AST’s Global Customer Technical Support (GCTS) team are available 24 hours a day, 7 days a week to provide fast response to a service call. AST will provide a dedicated phone number that will be answered 24/7 (in person, not automated). Alternatively, the Global Customer Technical Support team can be contacted via a dedicated email address or through AST’s customer portal. Calls will be logged in our trouble ticketing system and given a unique identifier that can be used for ticket incident management and customer follow up.
- 2.3 The service level agreement provided to all customers comprises 5 key elements.
 - 24x7x365 technical support from our UK support centre located in Great Yarmouth.
 - Guaranteed response times based on priority classification.
 - Remote access to supported hardware for fault diagnosis and updates to firmware and hardware settings.
 - Onboard AST Provided hardware is guaranteed for life (no cost hardware swap out). Futureproofed, updates or unit upgrades are provided at no added cost.
 - Wider engagement with the AST tech team as required for network planning, bandwidth use reviews, data connection variability investigations, geographical and future use considerations.

2.4 Defect Classification – Priority Matrix

2.4.1 Defect Classification & Escalation - AST categorises defects according to their severity and the impact on your business operation. Upon the customer becoming aware of a defect, AST requires that technically aware customer personnel go through basic troubleshooting to check for obvious defects which may be able to be rectified locally before contacting AST GCTS and initiating the opening of a trouble ticket. If the defect cannot be corrected locally, the customer will contact AST GCTS to report the defect. Defects will be classified in accordance with the classifications set out below:

Priority	Initial Response Time	Updates
P1	30 minutes	At least every 2 hours
P2	1 hour	At least every 4 hours
P3	2 hours	At least every 8 hours
P4	4 hours	At least every 24 hours

2.5 Priority Definitions and Notifications

2.5.1 P1 – Critical

The problem results in extremely serious interruptions to the customers service, or could affect the entire user community. Tasks that should be executed immediately cannot be executed due to failure of the service. Data integrity is compromised. The service request requires immediate processing, as the problem can result in financial losses.

Service tickets in this state will be notified to the Customer Account Manager, Regional VP, Head of Technical Services and Head of Global Customer Technical Support. Ticket status updates will be received every 2 hours.

2.5.2 P2 - Urgent

The problem results in serious interruptions to normal operations, or the issue will negatively impact an enterprise-wide solution/service. Important tasks cannot be performed but the issue does not impair essential operations. Data integrity may be at risk. The service request requires timely processing, as the malfunction could cause serious interruptions to critical processes or negatively impact business decisions.

Service tickets in this state will be notified to the Customer Account Manager and Head of Global Customer Technical Support. Ticket status updates will be received every 4 hours.

2.5.3 P3 - Important

The problem causes interruptions in normal operations. It does not prevent operation of a service/solution, or else there is minor degradation in performance. The error is attributed to malfunctioning or incorrect behaviour of the service/solution.

Service tickets in this state will be notified to the Customer Account Manager and Global Customer Technical Support Team Leader. Ticket status updates will be received every 8 hours.

2.5.4 P4 – Standard

Enquires not affecting service/solution. Administration or report request tasks. Services impacted by degradation of a service on a Global or Regional Scale but not to a level that normal operations cannot be completed.

No notifications will be automatically sent other than providing update to the customer.

2.6 Incident Management & Escalation

2.6.1 When a defect is reported, the defect is logged given a unique ticket number and then assigned to a skilled technician.

2.6.2 AST GCTS technical support personnel update all tickets on a regular basis and will contact the customer as necessary to get more information or to jointly test defects with customer personnel if appropriate.

2.6.3 AST technical personnel will apply agreed upon procedures for escalating problems related to their complexity, if required.

2.6.3.1 During the course of resolving a defect, AST initiates internal notification escalation procedures at predefined times along the resolution route.

2.6.3.2 These procedures are intended to alert progressively more senior levels of AST management and to involve them in the resolution process when necessary.

2.6.3.3 An escalation and status report will not necessarily be triggered if a clear route to the next stage of resolution is evident.

- 2.6.3.4 The appropriate AST Account Manager and customer contact will be briefed on a defect status.
- 2.6.4 If the issue is found to be with the supplied hardware, AST will make available a pre-configured advanced replacement from an AST warehouse within one business day and can arrange delivery to an agreed delivery point.
- 2.6.4.1 The replacement unit to be fitted by the customer, the customer will be then responsible for forwarding the faulty unit to the nearest AST Service Centre for investigation.
- 2.6.4.2 For an additional monthly fee, a cold standby unit can be offered to minimise downtime in the event of a hardware failure.

3. SLA – Part 2 (AST Cyber Security Services)

- 3.1 As SLA 1 + AST Cyber Security Services, comprising:
- 3.1.1 The LinkBox solution combines AI-powered security and machine learning to deliver Threat Protection at any scale. Providing deeper visibility into your network and see applications, users, and devices before they become threats.
- 3.1.2 AST UTM (Unified Threat Management) places cybersecurity controls onboard, including IPS (Intrusion Prevention Service), Advanced Malware Protection including Antivirus, Application Control, URL, DNS & Video Filtering, and Antispam Service.
- 3.2 The AST LinkBox solution provides the following features.
- Enhanced layers of security to complement deployed solutions.
 - Real-time threat protection against the latest methods of attack and coercion, including Anti-Virus and Malware protection.
 - Control access/filter content types (Application Control/File Type) reducing the risk of security threat ingress to minimise a network becoming compromised.
 - Initial customisation of security policies as per customer requirements, as well as a configuration review every 6 months on request.