

# AST Networks | OneWeb TBYB

## Terms and Conditions

### MARITIME - CUSTOMER VERSION



June 2024, version 1.2

#### 1. Introduction

- 1.1. The AST Networks | Eutelsat OneWeb Try Before You Buy (TBYB) Maritime Offer (the Offer) is a 45 day free of charge period which automatically rolls onto a 12-month commercial contract which is to be paid by the customer. (Cancellable within the first 30 days of TBYB activation, without attracting an early termination fee).
- 1.2. The Offer is available for Eutelsat OneWeb MARITIME Satellite Service only and is subject to AST Networks approval.
- 1.3. The Offer applies only to orders placed with and acknowledged by AST Networks and must be supported by a completed AST Airtime Agreement submitted via your local AST Networks Sales Office/Account Manager.
- 1.4. The Offer comprises:
  - 1.4.a. 45 days free AST Networks INTEGRA Control subscription
  - 1.4.b. 45 days free Eutelsat OneWeb monthly subscription (refer to section '3. Airtime, Value Added Services and Billing' for available options)
  - 1.4.c. 45 days free Eutelsat OneWeb hardware (refer to section '4. Hardware and Shipping' for available options)
  - 1.4.d. 45 days free AST Networks Service Fee.
- 1.5. Not included in the Offer:
  - 1.5.a. Installation and/or de-installation
  - 1.5.b. Usage outside the monthly subscription allowance, such as Data Overage Blocks and Data Bolt-Ons
  - 1.5.c. Repairs and maintenance outside warranty terms
  - 1.5.d. Hardware shipping costs
  - 1.5.e. Any peripherals not included as standard with hardware - e.g., phones, handsets, nonstandard cables, etc.
  - 1.5.f. Anything not expressly stated in point #1.4.
- 1.6. The 45 day trial period commences at the point of service activation.
- 1.7. If the Offer is provided through an AST Networks Reseller it must be passed on 'as is' to the End User. i.e., All offer terms and conditions to be passed on to End User without modification

#### 2. Obligations

- 2.1. During the TBYB Offer period, as a minimum, it is expected that End Customers will have suitable out of band remote access to allow AST Networks and/or Eutelsat OneWeb to support the User Terminal.
- 2.2. By signing up to a Eutelsat OneWeb Maritime TBYB offer End Customers agree to their AST Networks Account Manager contacting them at the following intervals, as a minimum, for each activation:
  - 2.2.a. 7 days post activation
  - 2.2.b. 14 days post activation
  - 2.2.c. 25 days post activation

The purpose of which is to ensure AST Networks are kept updated on the progress of the trial and to help identify any issues that may not have been raised with our support team, therefore allowing AST Networks to have the greatest opportunity to resolve issues/emerging issues quickly.

# Terms and Conditions

## MARITIME - CUSTOMER VERSION

June 2024, version 1.2

### 3. Airtime, Value Added Services and Billing

#### 3.1. Available airtime options:

3.1.a. All core maritime plans (Anchor, Onboard, Master, Ocean, Ocean Pro and Explorer) – refer to your AST Networks Account Manager for rate plans

#### 3.1.b. NOTE:

3.1.b.i. Crew companion is not yet available; expectation is Q3 2024

3.1.b.ii. Additional services including Suspension, Data Bolt On, and Fleet Data Pool are not available during TBYB period.

3.2. Activations will be completed by AST Networks' Global Commercial Airtime Support Team, i.e., it is not possible for customers to activate the Offer in MyASTportal.

3.3. Airtime plan upgrades or downgrades are not permissible during the trial period. After the trial period, upgrades will be possible; downgrades will not be possible until completion of the appropriate minimum commercial term or payment of the early termination fee.

3.4. Any usage outside the monthly subscription allowance (e.g., data overage) will be included as an additional charge on monthly invoice.

3.5. Payments, such as Data Overage Blocks, relating to the trial will be invoiced and due in accordance with your existing credit terms.

3.6. At the end of the trial period, if the service continues (i.e., the service has not been cancelled) the monthly subscription, INTEGRA Control, AST Service Fee and any other agreed monthly subscriptions will become chargeable as per the signed airtime agreement.

### 4. Hardware and Shipping

#### 4.1. Available hardware options<sup>2</sup> and applicable MSRPs:

4.1.a. Intellian OW50M-Rac2 ; MSRP is \$27,000<sup>3</sup> (Dual antenna solution)

4.1.b. Intellian OW70M-Rac2 ; MSRP is \$31,000<sup>3</sup> (Dual antenna solution)

4.1.c. Kymeta Peregrine u8 Eutelsat OneWeb UT2 : MSRP is \$15,750<sup>3</sup> (Single antenna solution)

4.1.d. Kymeta Peregrine u8 Eutelsat OneWeb UT2 : MSRP is \$31,500<sup>3</sup> (Dual antenna solution)

(<sup>2</sup> product information available on request from your Account Manager; <sup>3</sup> MSRPs are based on standard variants, adjustments may be necessary if non-standard variants are required).

4.2. The Kymeta Peregrine terminals are listed under export control classification 5A002.a.1. Any customer wishing to return a TBYB Kymeta Peregrine terminal to AST Networks (where the customer is not based in the same country as AST Networks) will need to have an appropriate export license in place prior to returning the terminal(s) to AST Networks in order to comply with export regulations. The customer is fully responsible for ensuring compliance with the export control regulations of the country from which they are exporting, and are responsible for any and all costs of obtaining an appropriate export license to return the terminal(s) to AST Networks.

4.3. Hardware will not be shipped without a completed AST Networks Airtime Agreement accepted by AST Networks.

4.4. Terminals will be invoiced on dispatch from AST Networks with a delayed 45 day payment term.

4.5. The invoice will become immediately payable on any hardware shipped by AST Networks but not activated by the customer (via AST Networks' Commercial Airtime Support Team) within 30 days of shipping, unless otherwise agreed with AST in advance.

## Terms and Conditions

### MARITIME - CUSTOMER VERSION

June 2024, version 1.2

- 4.6. Shipment of the hardware is Ex-Works from your usual AST Networks location (incoterms 2020) unless otherwise agreed with your account manager, subject to stock availability.
- 4.7. Tax is applied on the invoice as a whole value and not separated out to the constituent parts (i.e. it is not itemised).
- 4.8. Installation of Intellian hardware must be undertaken by an authorised Eutelsat OneWeb installer, refer to your AST Networks Account Manager for options; additional costs may apply.
  - 4.8.a. De-installation to be coordinated with your AST Networks Account Manager should TBYB not proceed to a commercial contract; additional costs may apply.
- 4.9. Title of goods for the supplied Eutelsat OneWeb hardware does not pass to customer until full and final payment for the Eutelsat OneWeb hardware is received by AST Networks.
- 4.10. The customer agrees to have insurance to the MSRP replacement value (stated in #4.1) of any hardware supplied by AST Networks for the duration of the trial period, and until all hardware has been received back by AST Networks.
- 4.11. If the customer wishes to keep the hardware, payment must be made in full on or before the expiration date of the customer's trial period.
- 4.12. Hardware can be returned at any time during the trial period.
- 4.13. Upon notification of cancellation of the trial, hardware is required to be returned within 30 days from the date of notification. If the hardware is not returned within 30 days it will be payable in full.
- 4.14. Hardware must be returned complete and in the original packaging.
- 4.15. Fair wear and tear on returned hardware is acceptable. If hardware damage is deemed by AST Networks to go beyond fair wear and tear, then the hardware invoice will immediately become payable.
- 4.16. Hardware being returned must be to the original shipping location and shipped Delivery Duty Paid by an "air" or similarly expedited service using a fully tracked and insured courier service and at the cost of the End User/Reseller.
- 4.17. The hardware warranty terms apply during the trial period and for the remaining warranty period thereafter.
- 4.18. Should the hardware be lost or damaged, the hardware invoice will be payable in full.

#### 5. Limitations

- 5.1. The Offer is limited to ONE Specific TBYB Service Plan (one vessel) per End User entity and FIVE per Reseller unless otherwise agreed by AST Networks. The TBYB Service Plan is subject to each End User opportunity including five vessels or more that are suitable for Eutelsat OneWeb service, unless agreed otherwise with AST Networks.
- 5.2. The Offer is limited to a total of 30 activations and may be extended at AST Networks' discretion.
- 5.3. The Offer includes both airtime and hardware.
- 5.4. Any items that are not expressly included as standard with the Offer are optional. Optional items must be paid up front or to agreed terms.
- 5.5. During the TBYB trial period only:
  - 5.5.a. Service-Level Agreements (SLA) do not apply
  - 5.5.b. Additional services including Suspension, Data Bolt On, and Fleet Data Pool are not available
  - 5.5.c. Usage & Overage Data is not visible within MyASTPortal however can be provided manually on request.

## Terms and Conditions

### MARITIME - CUSTOMER VERSION

June 2024, version 1.2

#### 6. Term and Termination

- 6.1. The TBYP airtime plan shall automatically roll-over to the specified commercial service plan commencing immediately following the end of the trial period unless a written notice of termination is received within the first 30 calendar days of the trial.
- 6.2. If cancellation is received more than 30 calendar days from activation date the AST Networks Reseller or End User will be liable for the remainder of the contract.
- 6.3. No Early Termination Fees (ETF) will apply if the trial is cancelled within the first 30 calendar days of the trial period. ETF will apply to any post-trial commercial airtime plan and details can be found on the relevant commercial airtime rate plan.
- 6.4. Notification of service termination and hardware return must be received by email to AST Networks, within the first 30 calendar days, via your usual provider or AST Networks Account Manager – stating IMEI and/or Serial Number details.
- 6.5. Upon cancellation, within the terms of the TBYP, the airtime will cease to operate after 45 calendar days from activation date.
- 6.6. AST Networks reserves the right to adjust, withhold or discontinue this offer at any time for any reason.
- 6.7. All existing [AST Networks Terms, Conditions and Policies](#) apply.