Applied Satellite Technology Ltd

Satellite House, Bessemer Way,
Harfrey's Industrial Estate,
Great Yarmouth, Norfolk, NR31 0LX
UK

ast-networks.com

MASTER PURCHASE AGREEMENT

BACKGROUND:

(A) Applied Satellite Technology Limited[1] and its group companies trading as AST Networks (the "**AST Group**") provide a range of connectivity and technology solutions around the world.

(B) This Master Purchase Agreement ("**MPA**") sets out the terms and conditions on which the AST Group allows customers to purchase products and services. It applies to all of the AST Group's products and services, unless otherwise agreed in writing. In this MPA, "**AST**" shall refer to the entity within the AST Group with whom you have entered into a Contract to which this MPA applies.

(C) This MPA comprises the Terms and Conditions set out in the main body of this MPA and various Schedules which apply in the circumstances described therein. Please note the Schedules listed below apply in the circumstances described below:

(a) Schedule 1 – Definitions – Applies to this MPA and each Contract.

(b) Schedule 2 – Hardware Terms – Applies to each Contract under which AST will sell, rent or lease and the Customer will purchase, rent or lease any Products.

(c) Schedule 3 – Airtime Terms – Applies to each Contract under which AST will provide any airtime services or solutions.

(d) Schedule 4 – Software Terms – Applies to each Contract under which AST will supply any Software or provide any "software-as-a-service" solutions, including access to the MyASTportal or IRAMS platform.

(e) Schedule 5 – Professional Services Terms – Applies to each Contract under which AST will supply any Professional Services.

(f) Schedule 6 – Reseller Terms – Applies to each Contract under which AST has agreed to supply any Services, Software, Airtime, Hardware or Deliverables to the Customer for re-sale to third party Dealers or End-Users (each as defined in Schedule 6, paragraph 3.1). No re-sale is permitted unless expressly authorised by AST in writing.

(g) Schedule 7 – OneWeb Terms – Applies to each Contract under which AST will supply any OneWeb Services.

(h) Schedule 8 – Data Processing Terms – Applies to each Contract pursuant to which AST provides Software as software-as-a-service or processes personal data of Users or end users as a processor on behalf of the Customer pursuant to Professional Services.

Registered in England with company number 2153172 and VAT number GB 720 1086 83

If there is any conflict between any of the provisions of any of the constituent documents of a Contract, 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 and only the documents forming part of the relevant Contract being considered): (i) the Order Confirmation ; (ii) Reseller Terms; (iii) OneWeb Terms; (iv) Hardware Terms; (v) Airtime Terms; (vi) Software Terms; (vii) Professional Services Terms; (viii) Data Processing Terms; and (ix) Terms and Conditions.

TERMS AND CONDITIONS:

1. Appointment and Formation of Contracts

1.1 The Customer appoints AST to perform each Contract that it enters into pursuant to this MPA.

1.2 An order from the Customer constitutes an offer by the Customer to purchase the Services set out in that Order from AST in accordance with this MPA. Such Order shall only be deemed to be accepted when AST issues an Order Confirmation, at which point and on which date a Contract shall come into existence ("**Effective Date**").

1.3 Any quotes provided by AST are valid for not longer than 30 days or such shorter period of time as set out in the quote itself. Should the Customer accept a quote after the validity period, the prices will be subject to change and may be withdrawn as advised by AST. In the event that AST has issued a quote in error or with errors, AST shall be entitled to notify the Customer of a revised quote and if the Customer has already submitted an Order in respect of that quote , AST may at its sole discretion reject the Order and provide the Customer with a revised quote .

1.4 No terms or conditions that are set out on any purchase orders, correspondence, written offers or acceptance or any other notices or documentation issued by the Customer shall be valid. This MPA and the documentation prepared by AST to form a Contract shall be deemed conclusive evidence of the terms and conditions that apply to each Contract.

1.5 This MPA and Contracts may be agreed by the Customer in writing or electronically including by online acceptance measures (such as 'click to accept' buttons) or by signing (electronically or otherwise) orders or quotes to which this MPA or any contractual terms are incorporated by reference.

1.6 Definitions for terms used in each Contract and rules governing the way in which each Contract shall be interpreted are detailed in Schedule 1.

2. Term

2.1 Subject to clause 2.2, a Contract shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, will continue for the Initial Term, and thereafter will automatically renew for successive Renewal Periods unless:

(a) either party gives at least 30 days' prior written notice before the end of the then current Initial Term or Renewal Period (as applicable) in which case the Contract will terminate at the end of that Initial Term or Renewal Period (as applicable); or

(b) the Contract or a Service supplied under it may not be automatically renewed at Law in which case the Contract or the Service will terminate at the end of the then current Initial Term or Renewal Period (as applicable).

2.2 The Term shall apply to all Services supplied under a Contract except those which are only temporary in nature (for example, implementation services or non-recurring service requests), and Contracts for the one-off sale of Products.

3. Services

3.1 AST will use reasonable endeavours to perform each Service:

(a) with reasonable care and skill; and

(b) in accordance with the terms of the Contract,

except as otherwise stated in a Product Schedule or a Contract.

3.2 Any timescales in a Contract for its commencement or performance are indicative only, and time shall not be made of the essence by notice. AST will use reasonable efforts to meet such timescales and will notify the Customer (where it is reasonably practicable to do so) where AST is unable to meet such timescales. If no dates are specified, delivery will be within a reasonable time.

4. Customer Obligations

4.1 The Customer shall perform the Customer Obligations. In particular, the Customer shall:

(a) comply with all applicable Laws relating to its use or receipt of the Services or any Software, Hardware, Airtime or other Deliverables, including, but not limited to, laws concerning competition, corruption and improper influence of third parties, data protection and privacy, service usage, export/import restrictions, sanctions, modern slavery, waste electronic and electrical equipment, transmission of technical data or exports of the Services, Software, Airtime, Hardware or Deliverables provided hereunder, and any laws, rules and regulations requiring licensing or registration with the appropriate Government Authority;

(b) not allow, in their entirety or in part, or any replica of them, any Hardware, Airtime, Software or Deliverable to be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle, nor for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will it/they be resold if the Customer knows or suspects that it/they are intended or likely to be used for such a purpose;

(c) not supply any Hardware, Airtime, Software or Deliverable to military end uses or end users, or to military intelligence end uses or end users without AST's express permission;

(d) promptly provide with reasonable care and skill such assistance, information and cooperation as AST may reasonably request from time to time in order for AST to perform its obligations and meet its obligations under applicable Laws, and ensure that all information provided to AST is accurate, adequate and complete;

(e) provide, in a timely manner, such Customer Input Material as is specified in a Contract and such other Customer Input Material as AST may reasonably request for the performance of a Contract and ensure that it is accurate in all material respects;

(f) bear all responsibility and liability regarding the content of the information or data transmitted on any communications network or computing system through its use of the Services;

(g) use the Services and any Software, Airtime, Hardware or other Deliverables only for its own internal business purposes and for no other purpose unless expressly provided otherwise in the Contract (for example, if and only if a Customer is expressly authorised to be a reseller in accordance with the Reseller Terms);

(h) not: (i) deal with the Services, Software, Airtime, Hardware or other Deliverables other than as explicitly provided in the Contract; (ii); copy or repackage any of the Services, Software, Airtime, Hardware or other Deliverables without consent from AST; (iii) modify or make any new work based on any Services, Software, Airtime, Hardware or other Deliverables; (iv) disassemble, reverse engineer or decompile the Services, Software, Airtime, Hardware or other Deliverables; or (e) remove, obscure or alter any notice of proprietary rights appearing on the Services, Software, Airtime, Hardware or other Deliverables;

(i) not use the Services, Software, Airtime, Hardware or other Deliverables, or allow them to be used: (i) for any unlawful, illegal, immoral, indecent, abusive, defamatory or fraudulent purpose; (ii) in a way that interferes with AST's of its licensors' / suppliers' ability to provide products to its customers or avoids its obligation to pay for the Services, Software, Airtime, Hardware or other Deliverables; (iii) to violate or infringe the rights of any person, including any Intellectual Property Rights; (iv) in breach of any obligation of confidence or privacy; or (v) to manufacture, use, distribute or transfer any counterfeit, pirated or illegal content or products;

(j) comply with the Acceptable Use Policy, and all other Policies;

(k) make and communicate any decisions required for AST to perform its obligations;

(l) comply with all reasonable instructions that AST may give to the Customer from time to time;

(m) perform its obligations in accordance with the timescales set out in the Contract or, if no timescales are specified, promptly and without undue delay;

(n) be responsible for access and use of the Service by all Users and for ensuring all Users comply with the Customer Obligations;

(o) implement appropriate technical and organisational measures in order to ensure that all Hardware, Software, Airtime, Services or Deliverables are accessed and used securely and that all appropriate steps are taken to prevent unauthorised access or use of the Hardware, Software, Airtime, Services and Deliverables (as appropriate);

(p) notify AST immediately if the Customer becomes aware that any of its Users or Personnel have done anything (whether in the course of their duties or otherwise) prohibited in this clause 4;

(q) not use any Copyleft Software in conjunction with any Hardware, Software, Airtime, Services or Deliverables in any way that could (i) impose or purport to impose obligations on AST or its suppliers or the Customer with respect to the Hardware, Software, Airtime, Services or Deliverables or any component thereof; (ii) grant or purport to grant to any third party any rights to or immunities in respect of AST or its licensors Intellectual Property Rights or the Hardware, Airtime, Software, Services or Deliverables; or (iii) result in the combination of the Copyleft Software with the Hardware, Software, Airtime, Services or Deliverables licenced under Copyleft Licence Terms in any manner that could cause or could be interpreted or asserted to cause the Hardware, Software, Airtime, Services or Deliverables or any component or Improvement thereof to become subject to the terms of the Copyleft Licence Terms; and

(r) remain solely responsible for the cyber security of the Customer Site (to include vessels) for which AST is providing Hardware, Airtime, Software, Services or Deliverables unless otherwise specified in a Contract.

4.2 For the purposes of this clause, the Customer acknowledges that in addition to Hardware and Airtime, Software, Documentation and Deliverables that is supplied pursuant to this MPA, AST is also subject to Laws regarding export control

and sanctions including those of the United States of America, the United Kingdom, the European Union, Australia and Singapore. The Customer shall comply with all such Laws and shall not do or omit to do anything that would put AST in breach of such Laws. In particular, the Customer warrants that it is not a Sanctioned Person/Entity and that it shall not export, re-export, ship or otherwise transfer any Airtime, Hardware, Software, Documentation or Deliverables to Cuba, Iran, North Korea, Russia, Syria, Sudan or any other country or territory which is embargoed under such Laws or to any resident or national of such a country or territory or to any Sanctioned Person/Entity. The Customer shall use its best efforts to ensure the purpose of this clause is not frustrated by any third parties further down the commercial chain, including resellers.

4.3 Where the Customer purchases or uses any Global Maritime Distress and Safety Service ("**GMDSS**") provided via the Iridium or Inmarsat networks, the Customer acknowledges and agrees that such use is conditional upon compliance with the applicable GMDSS terms and conditions (including the Iridium Maritime Safety Service Application (MSSA) and any equivalent Inmarsat terms, as updated from time to time). By purchasing, activating, or using GMDSS services under this Agreement, the Customer is deemed to have accepted and agreed to be bound by those GMDSS terms, which apply in addition to the Contract. For the avoidance of doubt, these terms apply to all Customers (including resellers and end-users), irrespective of whether they are expressly restated in AST's rate plans. A copy of the current GMDSS terms are available at https://ast-networks.com/services/inmarsat-satellite-services/ (for Inmarsat) and https://ast-networks.com/wp-content/uploads/2025/11/Iridium-GMDSS-Maritime-Safety-Services-Application-Form.pdf (for Iridium). AST shall not be liable to the Customer (whether arising under contract, tort including negligence, statute or otherwise) for any failure by the Customer or its end users to comply with the GMDSS terms.

5. Charges and Payment

Charges and Expenses

5.1 The Customer shall pay AST:

(a) the Charges (as referred to in this document and on customer invoice);

(b) the Expenses; and

(c) any credit card charges

in accordance with this clause 5 and any other applicable payment terms or conditions set out in the Contract.

Taxes

5.2 Unless otherwise stated in the Contract, all sums payable by the Customer shall be exclusive of Value Added Tax, and an amount equal to the Value Added Tax applicable to an invoice shall be added to it. The Customer shall pay all Value Added Tax specified on AST's invoices, provided that AST has delivered a correct VAT / tax invoice. The Customer will provide all evidence requested by AST in connection with any VAT or other tax treatment of invoices.

5.3 Without limiting clause 5.2, the Customer is responsible for all taxes, duties, impositions or similar imposed by any Government Authority on the supply of the Hardware, Software, Airtime, Services or Deliverables.

Invoicing Frequency

5.4 AST shall invoice the Customer at such frequencies or milestones specified in the Contract or, if no invoicing frequency is specified for any particular sums payable by the Customer, AST may invoice:

(a) one-off Charges on the Effective Date or such later date as AST may determine in its sole discretion and in such increments or milestones as AST may determine in its sole discretion;

(b) recurring Charges monthly in advance or, in the case of recurring Charges that are payable by reference to the amount of usage, monthly in arrears; and

(c) any other Charges at such reasonable intervals as AST may determine.

Purchase Orders

5.5 The Customer shall promptly provide AST with any purchase orders or other administrative details that it requires in order for AST to raise or for the Customer to pay invoices in accordance with this clause 5 ("**Purchase Order Details**"). The Customer shall remain liable to pay invoices raised by AST in accordance with this clause 5 even if AST does not have the correct Purchase Order Details. The Customer will notify AST promptly and in any event within seven (7) days of receiving an invoice from AST if the invoice omits necessary Purchase Order Details or contains incorrect or incomplete Purchase Order Details, and details will be corrected where reasonably practicable in time for the next invoice to be issued.

Payment Terms

5.6 The Customer shall pay AST in full no later than thirty (30) days after the date of the relevant invoice unless different payment terms are specified in the Contract. The Charges shall be paid by direct debit payment where AST so requires or by bank transfer, credit card or such other electronic payment method as may be accepted by AST from time to time. Cheques and cash are not accepted.

5.7 For Customers paying by credit card, it is the Customer's responsibility to ensure that AST is advised of any changes in payment information, so the Customer's payments are processed, and the Customer's account is maintained within the credit terms set. Credit card payments are processed within twenty-one (21) days of the invoice date.

Interest for Late Payment

5.8 If the Customer fails to pay any sums due under a Contract on or before the due date for payment, the Customer shall pay interest on the outstanding amount. Interest shall accrue at a daily rate from the due date until the date of actual payment in full (whether before or after judgment) at the rate of 10% per annum over the Bank of England Base Rate or, if AST so elects, at the rate and on the basis specified under the Late Payment of Commercial Debts (Interest) Act 1998 or at such other rates that may be imposed where a Contract is governed by the laws of any jurisdiction other than England and Wales. The Customer shall pay any interest so charged immediately on demand.

Priority for payment

5.9 Payments received from Customer shall be applied to outstanding Charges and other amounts due in the following order of priority (with the payment of the sums higher in the list occurring in advance of payment of any sums lower in the list):

(a) interest for late payment that has accrued in accordance with clause 5.8;

(b) overdue Charges, starting with the oldest dated invoices and progressing to the next oldest dated invoices and so on and so forth;

(c) any remaining balances, whether overdue for payment or not.

Credit Accounts

5.10 If a Customer has been granted a credit account, the following will apply:

(a) Invoices will be raised on the day of dispatch of Hardware.

(b) Airtime invoices will be raised monthly.

(c) AST will credit check any applicants for credit for account facilities using the information supplied by the Customer.

(d) The Customer understands that its details may be passed to credit reference and fraud protection agencies as a condition of the credit facilities being provided.

(e) AST may vary or withdraw any credit offered to a Customer at its discretion from time to time and shall make reasonable efforts to inform the Customer of any such variation or withdrawal.

Set-Off and Withholding

5.11 The Customer shall pay AST all sums under the Contract in full without any set-off, counterclaim or deduction. If the Customer is required by law to deduct or withhold an amount from any sum payable to AST under the Contract (whether as a result of tax or otherwise) or is required to deduct any payment processing fees (such as bank charges, credit card fees or similar), the Customer shall pay to AST a sum that ensures that AST receives and retains a net sum equal to the amount AST would have received if no such deduction or withholding had been made or been required to be made. If AST has liabilities to the Customer, AST may elect to set-off any sums payable by AST to the Customer against any sums payable by the Customer to AST.

Acceleration of Payment on Termination

5.12 All sums payable by the Customer to AST under the Contract shall become due immediately on its termination, despite any other provision of the Contract and without prejudice to AST's right to charge interest on late payment. Such sums shall include any sums that are payable as a result of termination but have not yet been invoiced by AST, including those due under clause 17.

Invoice Disputes

5.13 If the Customer disputes the whole or part of an invoice, the Customer shall notify AST in writing within ten (10) days of invoice date by email to their account manager (or dealer if they do not deal directly with AST) (or by such other means as AST may advise from time to time). The notice must state that the invoice is disputed and be accompanied by details of the invoice that is being disputed and the reasons for the dispute. If the disputed amount is less than five per cent (5%) of an invoice, the Customer shall pay the invoice in full. If the disputed amount is five per cent (5%) or more of an invoice, the Customer shall pay the undisputed amount. AST and the Customer shall each use reasonable endeavours to resolve the dispute as soon as reasonably practicable. The Customer waives the right to dispute its liability to pay any invoice in respect of which it has not raised a dispute in accordance with this clause.

Right to Vary the Charges

5.14 AST shall be entitled to vary the Charges:

(a) at the time it issues any offer for Hardware, Software, Airtime, Services or other Deliverables;

(b) on not less than thirty (30) days' notice or such shorter notice period as may be stated in a Contract;

(c) at any time where it is required to do so by Law, or is otherwise directed to do so by a Government Authority; or

(d) at any time where there is an increase in the costs of supply (including foreign exchange fluctuation, increases in taxes and duties, increases in the cost of fuel or energy, labour and materials, increased charges levied on AST by its third-party suppliers), by any amount which corresponds to such an increase in those costs,

(each a "**Price Change**").

5.15 AST may also vary its standard hourly or daily rates for any Services from time to time (a "**Rate Change**") and shall provide such notice to the Customer as may be reasonable when the Customer wishes to use or purchase Services that are charged or calculated based on AST's standard hourly or daily rates.

5.16 Each Price Change or Rate Change shall be binding on the Customer unless otherwise agreed in writing by the parties.

Payment Guarantee

5.17 AST may from time to time limit the amount of credit which it advances to the Customer or require the Customer to pay a deposit, make payments on account, or provide a guarantee or some other form of security as security for payment of future Charges, or limit the amount of Services which can be self-provisioned by the Customer through the Customer portal.

Calculation of Charges

5.18 Where Charges are based on consumption, without prejudice to any quantities that may be specified in the Contract, the Customer must pay for the volume of Services, Software, Airtime, Hardware or other Deliverables consumed or its minimum purchase commitment (whichever is greater).

5.19 Notwithstanding anything else stated in the Contract, in the event that AST makes a Service available for the Customer's use or performs a Contract in part prior to making the full scope of the Service available or performing the Contract in full, then AST shall invoice and the Customer shall pay a pro rata proportion of the Charges which will be calculated in relation to the part of the Service that is made available or the part of the Contract which is performed.

Additional Charges

5.20 Where any support or assistance is required by the Customer and is outside of the scope of a Contract, additional charges will be payable as specified by AST, along with any Expenses incurred by AST in providing such support or assistance. This may include any support provided by AST to determine the origin or cause of a Service Failure for which AST subsequently determines (acting reasonably) it was not responsible.

5.21 If there is a delay in the Service Commencement Date due to the inability of AST to obtain required information from the Customer or any other act or omission of the Customer, AST shall be entitled to charge the Customer (acting reasonably) for:

(a) any activities such as installation or set-up that AST would have otherwise been entitled to invoice only on or after the Service Commencement Date;

(b) having to re-schedule (without reasonable notice from the Customer) or re-perform any activities such as installation or set-up; and

(c) the provision of Services that were due to commence on the Service Commencement Date, even if AST has not been able to commence providing the Services,

in addition to any other rights that AST may have to vary the Charges, recover additional Expenses or charge additional sums under clause 11 or any Schedule.

Foreign Exchange

5.22 If the Customer pays in a currency that is not US Dollars, the Customer accepts that the exchange rate applicable at the time of payment, and in accordance with AST's Exchange Rate Policy, will be applied in order to account for

fluctuations in exchange rates from the date of billing to the date of payment. A copy of AST's Exchange Rate Policy is available on request.

Minimum order value and small order surcharge

5.23 AST operates a minimum order value of $100 USD (excluding taxes, Expenses and any pass-through costs) per order for Hardware placed under a Contract. AST shall not be obliged to accept or process any order for Hardware with a total net order value below this amount, and may at its discretion either decline the order or require the Customer to pay a minimum charge of $100 USD in respect of it.

5.24 Where the Customer places an order for Hardware under a Contract with a total net order value of less than $1,000 USD (excluding taxes, Expenses and any pass-through costs), AST may apply a small order surcharge of $100 USD to that Contract. The small order surcharge shall form part of the Charges for the relevant Contract and shall be invoiced by AST together with the applicable Charges.

5.25 AST may amend the threshold for, or amount of, the small order surcharge or minimum order value on giving the Customer not less than thirty (30) days' prior written notice.

6. Access to Customer Sites

6.1 The Customer will provide AST and its Personnel access to the Customer Sites as reasonably required for AST to perform the Contract. The Customer shall ensure that the Customer Sites are in a suitable condition for AST to perform its obligations and exercise its rights and that they have appropriate security, power and other facilities as AST would reasonably expect for its Personnel to perform their responsibilities. AST shall use reasonable endeavours to ensure that its Personnel observe the Customer Site Rules.

6.2 Where AST requires access to a Customer Site to enable AST to provide a Service (including but not limited to installing, maintaining, upgrading or removing AST Hardware), the Customer will (at its own expense) as appropriate:

(a) carry out all necessary preparatory work in sufficient time which is required in order for AST to fulfil its obligations under a Contract, including any work specifically notified by AST to the Customer and any other activity which may reasonably be expected to be undertaken by the Customer to facilitate the work to be performed by AST;

(b) obtain all necessary consents, including consents for any necessary alterations to buildings from the landlord and/or necessary alterations to vessels;

(c) provide a suitable and safe working environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;

(d) provide any electricity and telecommunication connection points required by AST, and comply with any other technical specifications agreed between AST and the Customer;

(e) provide any openings in buildings required to connect AST Hardware to appropriate telecommunications facilities;

(f) provide internal cabling between AST Hardware to any Customer Hardware; and

(g) be responsible for carrying out any making good or decorator's work required after installation or removal,

except as otherwise stated in the Contract.

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7. Customer Hardware

7.1 The Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Hardware, save as otherwise expressly provided in a Contract.

7.2 The Customer shall ensure that Customer Hardware:

(a) is connected and used in accordance with applicable Law and any instructions, safety and security procedures applicable to the use of that Customer Hardware;

(b) does not cause harm to or otherwise interfere with AST Hardware or any Service; and

(c) is technically compatible with the AST Hardware or any Service and complies with applicable Law.

7.3 If any Customer Hardware does not comply with this clause 7, the Customer shall upon notice from AST, disconnect such Customer Hardware. AST expressly excludes any commitment to the Customer regarding the interoperability between a Service and any Customer Hardware, unless otherwise stated in a Contract.

8. Intellectual Property

Ownership

8.1 Except as stated in a Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of AST, its Affiliates or its licensors or suppliers, including any Intellectual Property Rights subsisting in any Services, Software, Airtime, Hardware, Documentation or Deliverables or in any other materials used or supplied by AST pursuant to a Contract, whether pre-existing or created or coming into existence during the performance of a Contract, but excluding any Intellectual Property Rights subsisting in the Customer Input Material. Except as expressly provided in a Contract, AST shall not acquire any right, title or interest in the Customer Input Material.

8.2 Where either party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 8.1, it shall assign (including by way of a present assignment of future rights) in writing such Intellectual Property Rights as it has acquired to the other party on its request (whenever made) and execute all documents and do all further acts or things as the other party may require to perfect the assignment.

Licences

8.3 AST grants the Customer a non-exclusive, non-transferable right and licence to use any Intellectual Property Rights subsisting in the Services or in any Software, Airtime, Hardware, Documentation or Deliverables (excluding any Third Party Software or firmware) supplied to the Customer pursuant to a Contract solely for the Customer's internal use (save as expressly agreed otherwise in writing by AST) in accordance with the Contract. For the avoidance of doubt, this Clause 8.3 does not by itself confer any right on a Customer's end users, save to the extent expressly permitted under Schedule 6 (Reseller Terms).

8.4 Where AST supplies any Third Party Software or firmware, the Customer shall only have the right to use such Third Party Software or firmware in accordance with the licence terms set out or referred to in the Contract or in such documentation or media on which the Third Party Software or firmware is supplied. The Customer shall enter into and comply with any licence agreements with such third parties as AST may reasonably require for the Customer to use the relevant Third Party Software or firmware.

8.5 The Customer grants AST a non-exclusive, non-transferable, worldwide licence (including the right to sub-licence to its Affiliates and contractors) to use the Customer Input Material in order to perform a Contract.

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8.6 The term of any licence granted pursuant to this clause 8 shall be co-terminus with the Services to which it relates, except as otherwise stated in a Contract.

8.7 If AST or its licensors suspect that the Customer may have contravened any licence terms, AST may inform each relevant licensor to such effect and the Customer shall co-operate with AST and its licensors in full in investigating such activities.

8.8 Where AST has a requirement to use or otherwise access any Third Party Software or other third party materials in order to perform a Contract (including any Third Party Software that the Customer uses for its own purposes that will integrate or interface with any Services that AST supplies, but excluding any Third Party Software or firmware licenced to the Customer in accordance with clause 8.4), the Customer will obtain such a licence (or such other consent, authorisation, permission or right of use) from the relevant third party owner or licensor to permit such use or access and the Customer shall bear any fees payable for such a licence, unless otherwise stated in the Contract.

Restrictions

8.9 The Customer shall not:

(a) copy, redistribute, decompile, reverse engineer, reverse assemble, decode or disassemble any Software or Hardware or any component thereof, or otherwise attempt to derive any source code or object code or underlying ideas, algorithms, structure or organisation of any such Software, Hardware or component;

(b) translate into any computer language, reproduce, copy or create any derivative works of any Software, Hardware or component thereof or expose any Software, Hardware or component or permit to be exposed to any generative artificial intelligence or large language models;

(c) modify, delete, alter, adapt or correct any Software, Hardware or component thereof, except as expressly authorised by AST in writing;

(d) circumvent or interfere with the operation of any electronic or digital protection measure whose function is to prevent its unlawful copying or use, or attempt to do any of these things, save to the extent expressly permitted by Law;

(e) disseminate performance information or analysis (including without limitation benchmarks) from any source relating to any Software, Hardware or component thereof;

(f) seek to obtain any patent or similar protection on or containing in whole or in part any Hardware, Software, Airtime, Services or Deliverables or any Improvements thereto.

8.10 The Customer shall not use the Services, Software, Airtime, Hardware or Deliverables for the benefit of any third party (including on a "service bureau" basis) or knowingly permit anyone else to do so, unless expressly permitted in a Contract.

8.11 The Customer shall not use AST's name, trade names, trademarks or service marks or those of its licensors or suppliers other than as AST may expressly authorise in writing in advance and subject to any conditions which AST or its licensors may impose, including adherence to their respective brand guidelines, and in any event shall not use any marks which are confusingly similar to AST's name, trade names, trademarks or service marks or those of its licensors or suppliers. Without limiting the foregoing, the Customer shall not delete, alter, modify, obscure, add to or fail to reproduce in/on any products any AST trademarks or those of its licensors, or any copyright, patent, trademark or other notice accompanying the Software or products.

Infringement claims

8.12 If either party receives a claim of infringement of Intellectual Property Rights from a third party concerning (in the case of the Customer) the Services or any Software, Airtime, Hardware or other Deliverables supplied by AST (excluding any Third Party Software or firmware) or (in the case of AST) the Customer Input Materials (an "**Infringement Claim**"), it shall notify the other party promptly in writing.

8.13 On receipt of notice of an Infringement Claim, that party (the "**Indemnifying Party**") will make reasonable efforts either to obtain for the other party (the "**Indemnified Party**") (at no cost) a right to use the infringing item in accordance with the Contract or to make such modifications to the infringing item as may be necessary to remove the alleged infringement. If the Indemnifying Party is unable to obtain or if it is impractical to obtain such a right or make such a modification (at no cost), it may terminate the Contract (in whole or in part in relation to the infringing item) immediately on written notice to the Indemnified Party.

8.14 Without limiting clause 8.13, the Indemnifying Party may in its own name and at its own cost undertake the conduct of any proceedings relating to an Infringement Claim, subject to any requirement for leave to be granted by the court or tribunal in which the Infringement Claim may be conducted and will indemnify the Indemnified Party from and against all damages awarded under any final judgment of a court of competent jurisdiction or agreed by the Indemnifying Party in final settlement of the Infringement Claim, provided that the Indemnified Party: (i) makes no statement prejudicial to the Indemnifying Party or in respect of such Infringement Claim; (ii) provides all reasonable assistance in connection with the Infringement Claim, at the Indemnifying Party's cost; and (iii) allows the Indemnifying Party to have sole conduct and control of the defence of the Infringement Claim and/or any settlement or compromise of the Infringement Claim, if the Indemnifying Party exercises its option to undertake the conduct of the proceedings. The indemnity in this clause 8.14 shall be the Indemnified Party's sole and exclusive remedy with respect to any Infringement Claim.

8.15 To the extent that AST is permitted to do so under its contracts with third parties, it will pass on the benefits of any warranties or indemnities to the Customer which it receives from third parties in relation to any claim of infringement of Intellectual Property Rights from a third party with respect to any Third Party Software or firmware supplied by AST pursuant to a Contract. The Customer shall promptly notify AST in writing if it receives or becomes aware of such a claim and shall promptly make such other notifications as may be required under the applicable licence terms.

8.16 The Customer acknowledges that to the fullest extent permitted by law, AST's licensors and their suppliers shall have no liability, whether arising in contract, tort (including negligence and misrepresentation), breach of statutory duty or otherwise, in respect of any part or parts of the Services other than the Third Party Software supplied by them (the "**Non-Software Element of the Services**"), and they expressly disclaim any and all warranties (express or implied) in respect of the Non-Software Element of the Services. The Customer acknowledges that AST's licensors and their suppliers will not provide any technical support in respect of the Non-Software Element of the Services.

Third party infringement

8.17 The Customer shall notify AST without delay of any alleged third party infringements, misappropriations or violations of AST's or its licensors' Intellectual Property Rights ("**Third Party Infringement**") and the Customer shall assist AST and its licensors in any action taken by AST or its licensors against such Third Party Infringement.

Feedback

8.18 AST shall have the right to act upon any ideas, suggestions, comments, enhancement requests or other feedback provided by the Customer to AST in relation to any Hardware, Software, Airtime, Services or Deliverables ("**Feedback**") which will constitute confidential information of AST. AST reserves the right to seek intellectual property protection for any features, functionality or components of the Hardware, Software, Airtime, Services or Deliverables that were

initiated based on Feedback AST receives from the Customer.

8.19 AST shall be entitled to utilise information collected regarding the Customer's use of the Hardware, Airtime, Software, Services and Deliverables for maintaining, improving, updating, enhancing and analysing the Hardware, Airtime, Software, Services and Deliverables.

9. Liability

9.1 Nothing in a Contract shall have the effect of limiting or excluding either party's liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any other matter for which it would be illegal or void at Law for a party to limit or exclude its liability.

9.2 Subject to clauses 9.1, 9.3 and 9.4, AST's total aggregate liability for all claims, expenses, losses, damages and costs made against or incurred by the Customer in connection with a particular Contract in any Contract Year (whether arising under contract including by way of indemnity, tort including negligence, statute or otherwise) shall not exceed the total Charges paid by the Customer to AST pursuant to that Contract in that Contract Year or such lesser amount to which AST's liability may be limited pursuant to any Contract. Any amounts credited, refunded or reimbursed by AST to the Customer shall be taken into account in calculating whether or not the financial limit in this clause 9.2 has been reached or exceeded.

9.3 Subject to clause 9.1, in no circumstances whatsoever shall AST be liable to the Customer (whether arising under contract, tort including negligence, statute or otherwise) for any loss of sales, turnover, revenue, profits or opportunity; loss of or interruption to business; loss by reason of plant shutdown; non-operation or increased expense of operation of other goods or services; loss of or damage to reputation or goodwill; loss of anticipated savings; wasted expenditure; or wasted management or administrative time.

9.4 Subject to clause 9.1, in no circumstances whatsoever shall AST be liable to the Customer (whether arising under contract, tort including negligence, statute or otherwise) for any indirect or consequential loss or damage or any special or exemplary loss or damage.

9.5 For the avoidance of doubt, to the extent permitted by Law AST's licensors or suppliers do not accept any duty of care or liability to the Customer in connection with the provision of, or a failure to provide, the Services, Software, Airtime, Hardware or Deliverables.

9.6 The Customer may not bring and AST shall not be liable in respect of any claim, action or proceedings arising out of or relating to a Contract more than two (2) years after the relevant cause of action accrued or circumstances giving rise to the relevant claim, action or proceedings occurred (whichever is sooner).

9.7 The Customer shall defend, hold harmless and indemnify AST against any loss, liability or cost arising from or in connection with:

(a) a breach of the Contract by the Customer;

(b) a claim from any third party as a result of or in connection with an alleged breach by the Customer of its obligations under the Contract; or

(c) a claim from any third party, whatever the cause thereof, as a result of or in connection with any action of the Customer, including where AST has supplied a Product in line with design, drawings or instructions provided by or behalf of the Customer.

10. Force Majeure

10.1 Neither party shall be in breach of a Contract or otherwise liable to the other party for any failure to perform or delay in performing its obligations under a Contract to the extent that such failure or delay is due to a Force Majeure Event.

10.2 If a Force Majeure Event occurs, the party affected shall take reasonable steps to mitigate the impact of the Force Majeure Event.

10.3 If a Force Majeure Event continues for a period of more than sixty (60) days and continues to affect a party's ability to perform its obligations, either party shall be entitled to terminate a Contract and/or any affected part thereof by giving not less than ten (10) Business Days written notice to the other party.

10.4 This clause 10 shall not relieve the Customer from its obligation to pay any sums due under a Contract and its obligation to pay shall remain in full force and effect while a Force Majeure Event persists.

11. Relief Events

11.1 AST shall not be in breach of contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under a Contract to the extent that such failure or delay is due to any failure by the Customer to perform or any delay in the Customer performing any Customer Obligations, howsoever caused (a "**Relief Event**"). On the occurrence of a Relief Event, AST shall be entitled to a reasonable extension of time in order to perform its obligations and (acting reasonably) to vary the Charges, recover any additional Expenses that it may incur in performing its obligations and charge the Customer such other sums to which it is entitled under the Contract (if any).

12. Confidentiality

12.1 Except to the extent set out in this clause 12 or where disclosure is expressly permitted elsewhere in a Contract, each party shall:

(a) treat the other party's Confidential Information as confidential and safeguard it accordingly;

(b) not disclose the other party's Confidential Information to any other person without the other party's or the owner's prior written consent; and

12.2 Clause 12.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the party making the disclosure;

(b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of a Contract;

(e) it is independently developed without access to the other party's Confidential Information;

(f) disclosure is made to a party's legal counsel, independent auditors or other professional advisers who are subject to professional duties of confidence; or

(g) the Confidential Information is personal data for which a party who would otherwise be subject to an obligation of confidence under this clause is a Controller.

12.3 AST may disclose the Customer's Confidential Information to:

(a) any of its Affiliates for the purposes of management and reporting or who have a need to know the Confidential Information in order to assist AST in the performance of a Contract;

(b) any employees, consultants, directors, officers, contractors or subcontractors who have a need to know the Confidential Information for the performance of a Contract;

(c) any of its insurers;

(d) any internet or domain name registry or registrar;

(e) any bank, investor, financier or other third party providing or considering the provision of finance to AST;

(f) any Government Authority; or

(g) any other person to whom AST may disclose Confidential Information or certain categories of Confidential Information as stated in a Contract.

AST will use reasonable efforts to ensure that such third parties are subject to contractual or non-contractual obligations of confidence, except where it is impracticable for AST to do so, including in the circumstances described in clause 12.3(e) above.

12.4 AST may use and publish the Customer's trademark, tradenames, service marks, and/or logos in order to disclose the Customer's relationship with AST in conjunction with AST promoting or marketing its Hardware, Airtime, Software, Services and Deliverables generally.

13. Data Protection and Information Security

13.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. The provisions in this clause 13 are in addition to, and do not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Law. AST's obligations with respect to information security are limited to keeping the Services secure in line with AST's obligations under Applicable Data Protection Law. In particular, AST will take appropriate technical and organisational measures to safeguard the security of any airtime services that it provides in conjunction with the provider of any network on which the airtime services rely and will take steps to protect personal data that is stored or transmitted using such services.

13.2 Insofar as AST processes any personal data on behalf of the Customer as a processor, AST shall comply with its obligations pursuant to Schedule 8 (Data Processing Terms). For the avoidance of doubt, AST shall not be a processor acting on behalf of the Customer in respect of any Airtime or Hardware that it supplies to the Customer but may be a processor with respect to personal data that is processed via the AST Portal.

13.3 Save as provided for in clauses 13.1 and 13.2, the Customer shall retain responsibility for all content (comprising any speech, music, sounds, visual images or data of any description) of any electronic communication, including the content of electronic messages and any traffic data, telemetry data, location data or other data ("**Content Data**") generated or transmitted using Hardware, Software, Airtime, Services or Deliverables supplied by AST and for all transfers of such Content Data to any third country, whether such transfers are made from any User to the Customer, from the Customer to any User or from the User or the Customer to any third party or from any third party to any Customer or User.

13.4 The Customer acknowledges that AST's privacy notice is available at: https://www.ast-networks.com/privacy-policy and agrees to disclose AST's privacy notice to its Users (and where appropriate end users).

13.5 Without limiting the foregoing, the Customer will be responsible for:

(a) Preventing unauthorised use of the Hardware, Airtime, Software, Services and Deliverables that it receives or uses pursuant to each Contract;

(b) maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') control;

(c) maintaining (and ensuring that each of its Users maintains) the integrity and secrecy of all passwords, log- in details and access codes used for the purposes of accessing or using the Hardware, Software, Airtime, Services or Deliverables or any systems, network elements or equipment; and

(d) ensuring that it maintains a database of its Users and terminates access immediately for anyone who is no longer a User or, where AST manages access permissions for any Software platforms, ensuring that it notifies AST immediately for anyone who is no longer a User and provides such information and support to AST as may be required to terminate the User's access.

13.6 The Customer will (or will procure that appropriately qualified third parties will) put in place and comply at all times with the security measures recommended by AST from time to time, including those concerning fraud. AST shall not be liable to the Customer for any losses, damages, fines, costs, expenses (including legal expenses) which arise as a result of the Customer's failure to do so.

13.7 The Customer shall take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that the Customer Hardware and any other software or hardware used with or in conjunction with any Hardware, Software, Service or Deliverable is not infected by Viruses.

13.8 The Customer shall notify AST immediately of any illegal, fraudulent or unauthorised use of or of any security incident or potential security incident affecting the Services, Software, Airtime, Hardware or Deliverables of which it becomes aware. AST will be entitled to suspend the provision of the Services, Software, Airtime, Hardware or Deliverables upon receipt of the Customer's notice. AST will lift its suspension or recommence its provision of the Services, Software, Airtime, Hardware or Deliverables within a reasonable timescale after the Customer demonstrates to AST's reasonable satisfaction that appropriate technical, organisational, security or other measures have been put in place to prevent any further unauthorised use of the Services, Software, Airtime, Hardware or Deliverables. The Customer will remain liable for the payment of the Charges for the Service, Software, Airtime, Hardware or Deliverables whilst it is suspended.

13.9 The Customer understands and accepts the performance by AST of certain Services, Software, Airtime, Hardware or Deliverables may carry a risk to the Customer of loss or corruption of data. Subject to clause 9.1, AST shall not be liable to the Customer (whether under contract including by way of indemnity, tort including negligence, statute or otherwise) for any loss of or damage to data, systems or programs.

13.10 AST shall have the right to examine, from time to time, the use to which the Customer puts the Service and the nature of the data or information that the Customer is transmitting or receiving via the Service where such examination is necessary: (i) to protect/safeguard the integrity, operation and functionality of AST's (and neighbouring) networks or the networks of any third parties used to provide the Service; or (ii) to comply with any Government Intervention; or (iii) to monitor the performance of the Services, Software, Airtime, Hardware or Deliverables including the Customer's usage; or (iv) to comply with AST's contractual obligations to its third party suppliers and licensors. The Customer hereby consents to such examination and shall provide AST information regarding such matters at AST's reasonable request and without undue delay. AST may disclose information about the Service, the nature of the data or information that the Customer is transmitting or receiving via the Service and the Customer's details, passwords and decryption codes to any Government Authority or third party supplier or licensor.

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14. Changes

14.1 AST may at its discretion:

(a) change the technical specification or functionality of a Service or any Software for technical or operational reasons;

(b) provide an alternative service or software or make changes to a Service or any Software (for whatever reason including in order to manage obsolescence);

(c) change the Services, Software, Airtime, Hardware or Deliverables in order to comply with any Government Intervention; or

(d) change the Services, Software, Airtime, Hardware or Deliverables, or this MPA or the other provisions of the Contract as may reasonably be required to reflect changes made to the services supplied by third party agents, sub-contractors or licensors used by AST to provide the relevant Service or the terms on which they do business with AST,

(each an "**AST Change**") and shall make reasonable efforts not to materially decrease or impair the performance of the Service or Software.

14.2 If an AST Change materially decreases or impairs the performance of the Service or Software that cannot be remedied by AST within ninety (90) days of the date of the AST Change, then the Customer may terminate the Contract under which the Service or Software is provided on thirty (30) days' written notice, provided that the Customer has first given AST not less than thirty (30) days' written notice setting out details of the decrease or impairment to the performance of the Service or Software.

14.3 AST shall have no obligation to proceed with any change requested by the Customer (a "**Customer Change**"), unless and until the parties have agreed the necessary variations to the Contract or have entered into a new Contract with respect to such Customer Change. AST may charge the Customer for the time it spends assessing a request for change from the Customer on a time and materials basis, unless otherwise stated in a Contract.

14.4 For the avoidance of doubt, where the Charges under a Contract are based on a Customer's usage or consumption of Services, Software, Airtime, Hardware or Deliverables and the Contract provides a mechanism for determining any additional Charges or Expenses for additional usage or consumption, such a change shall not require any variation to the Contract or any consent or agreement from the Customer.

15. Suspension

15.1 AST may suspend access to a Service, Software, Hardware, Airtime or Deliverables, either in whole or in part:

(a) If any circumstances occur which would give AST a right to terminate the Service, Software, Airtime, Hardware or Deliverables;

(b) in an event of emergency and/or to safeguard the integrity and security of its network and/or maintain, repair or enhance the performance of its network;

(c) for any breach or suspected breach of clause 4;

(d) where it is required to do so by one of its third-party service providers or licensors;

(e) where a third-party service provider or licensor suspends or interrupts the provision of the Services;

(f) where the Customer fails to pay any sums payable under a Contract as and when they become due; or

(g) where it is expressed to have the right to do so elsewhere in a Contract.

15.2 AST will give the Customer at least two (2) days' notice of any suspension where it is reasonably practicable or appropriate for AST to do so in the circumstances, unless otherwise stated in a Contract.

15.3 AST is not obliged to suspend or give any notice of suspension before exercising its right to terminate a Service or Contract in whole or in part.

15.4 AST shall not be liable to the Customer for any loss or damage resulting from any suspension made in accordance with this clause 15.

16. Termination Rights

16.1 The Customer may terminate a Contract on not less than thirty (30) days' written notice to AST if AST commits a fundamental or repudiatory breach of the Contract and the breach either cannot be remedied or is not remedied within thirty (30) days of AST receiving a notice of the breach from the Customer.

16.2 AST may terminate a Contract for convenience at any time by giving at least sixty (60) days' written notice to the Customer.

16.3 AST may terminate a Contract if the Customer is in breach of a material term of the Contract and the breach either cannot be remedied or is not remedied by the Customer within thirty (30) days of receiving written notice from AST of the breach requiring it to be remedied. A breach of a material term of the Contract shall include (without limitation):

(a) if the Customer is in breach of a material term of the Contract;

(b) if the Customer is in breach of the Acceptable Use Policy;

(c) if the Customer is in breach of the third party licence terms specified in the Contract or makes use of Intellectual Property Rights outside of the scope of the licences granted in the Contract;

(d) if the Customer takes or omits to take any action that would place AST or its licensors or suppliers in breach of any contractual obligations that they owe to any third party;

(e) if the Customer commits any act or omission which harms or is likely to harm the reputation of AST or one of its suppliers or which harms or threatens the health or operation of AST's or its third party suppliers' information or communications networks or systems or compliance with or maintenance of Permits;

(f) if the Customer is in breach of applicable Law; or

(g) if the Customer uses any Hardware, Software, Airtime, Services or Deliverables (including any SIM or IMEI card or Terminal) in a manner other than as permitted under the Contract pursuant to which they are supplied.

16.4 Without limiting the preceding paragraphs of this clause 16, AST may terminate a Contract forthwith on written notice to the Customer:

(a) if the Customer makes a composition or arrangement with its creditors or has a proposal for the composition of debtors or scheme or arrangement approved in accordance with the Insolvency act 1986, or has an application made for the appointment of an administrator or has a winding up order passed, or a provisional liquidator, receiver, manager, administrative receiver or similar officer appointed, or possession taken, by or on behalf of the holder of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or threatens to cease carrying on business;

(b) if the Customer fails to pay any amount due under a Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

(c) in the event of a Government Intervention immediately on notice to the Customer or on such other notice period as it considers appropriate;

(d) if any agreement between AST and any of its licensors or third parties and which is required in order to deliver the Services, Software, Airtime, Hardware or Deliverables is terminated or expires, or if AST otherwise loses the right or authorisation to operate or provide any part of the Services, Software, Airtime, Hardware or Deliverables;

(e) to manage obsolescence or discontinuance of systems or Services or any services or systems used by AST to provide any systems or Services;

(f) in any other circumstances in which AST has suspended a Service or the relevant network in accordance with the Contract and has not been able to reinstate it within ten (10) Business Days following the initial suspension having exercised reasonable efforts to do so where appropriate;

(g) if the Customer performs its obligations under a Contract in a way/manner that will have an adverse effect on the reputation of AST as a quality supplier of satellite telecommunications services; or

(h) where it is expressed to have the right to do so elsewhere in a Contract.

16.5 Where a party has the right to terminate a Contract, it shall also have the right to terminate a Contract in part in relation to a separately identifiable Service provided by AST under the same Contract as other Services, Software, Airtime or Hardware. Termination of a Contract in part will not affect the parties' rights and obligations with regard to any other part of the Contract that remains in force, provided that AST shall have the right to vary the Charges or recover additional Expenses if its costs in providing the remaining Services increase or if it incurs additional costs to implement the partial termination of the Contract.

17. Consequences of Termination

17.1 Termination or expiry of a Contract or Service shall not affect any accrued rights or liabilities of either party nor shall it affect any other provision of a Contract which is expressly or by implication intended to come into or continue in force on or after termination or expiry of a Contract or Service.

17.2 If a Contract or a Service which has an Initial Term or Renewal Period is terminated by AST under clause 16.1 or by the Customer for any reason other than for AST's fundamental or repudiatory breach, with effect before the end of the then current Initial Term or Renewal Period, the Customer shall be liable to pay to AST all remaining Charges which would have been due to AST under the Contract or for the Service until the end of the then current Initial Term or Renewal Period or such other termination fees or cancellation charges as may be specified in the Contract. If a Contract is terminated for AST's fundamental or repudiatory breach, the Customer shall remain liable for all Hardware, Software, Airtime, Services and Deliverables sold, used or consumed up to and including the date on which the Contract is terminated.

17.3 Following notice of termination of a Contract or Service by either party (except where AST has terminated the Contract or Service in any of the circumstances set out in clauses 16.3 or 16.4), AST shall, subject to the payment of any applicable Charges and Expenses, continue to provide the Services until the date of termination.

17.4 Unless otherwise stated in a Contract, AST will have no further obligations with regards to that Contract or Service from the date of termination. The Customer will be solely responsible for arranging any alternative or replacement services from the date of termination, and AST will have no responsibility for transition of any Services or associated works from AST to a third party supplier of the Customer following the date of termination, nor will AST have any responsibility for providing any exit assistance to the Customer, unless stated otherwise in the relevant Contract. The Customer must

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return any documentation, products, equipment, manuals or other materials licenced or supplied to the Customer (other than by way of sale) to AST immediately following the date of termination.

18. Notices

18.1 Notices given under a Contract shall be in writing, in the English language and sent:

(a) by recorded delivery to AST's or the Customer's address shown on the Contract or such other address as that party has notified to the other party for the purposes of notices under the Contract; or

(b) by email to AST's or the Customer's email address shown on the Contract or such other email address as that party has notified to the other party for the purposes of notices under the Contract.

18.2 No notice to AST of any dispute or of any termination of a Contract (in whole or in part) shall be effective unless the notice is sent in accordance with clause 18.1 with a copy sent:

(a) by recorded delivery for the attention of the relevant person listed in clause 19; or

(b) by email to the relevant AST email address listed in clause 19.

18.3 Notices given under a Contract are deemed to be given by the sender and received by the addressee:

(a) if sent by recorded delivery, three (3) Business Days from and including the date of postage; and

(b) if sent by email, on the same Business Day as sent according to the sender's email system if sent within normal business hours or, if sent outside normal business hours, on the next Business Day.

19. AST Contracting Party, Address, Governing Law and Jurisdiction

19.1 Except as otherwise expressly provided in a Contract, each Contract and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with the applicable laws set out in the table below based on the location in which the Customer is headquartered or incorporated, as set out in the Contract.

19.2 The relevant member of the AST Group that shall be deemed to have entered into a Contract with the Customer shall be the AST Group member that is specified in the Contract or, if no such AST Group member is so specified, the relevant AST Group member listed in the table below according to the location of the Customer

19.3 Except as otherwise expressly provided in a Contract, the parties shall submit to the non-exclusive jurisdiction of the applicable courts listed in the table below for the applicable Customer location save that, if one or more of the parties are located in a jurisdiction other than the jurisdiction from which the governing law is derived, or if no courts are specified as having jurisdiction, the parties shall submit to arbitration in accordance with clause 21.

19.4 The Vienna Convention on Contracts for the International Sale of Goods 1980 shall not apply to this MPA or any Contract entered into pursuant to it.

Customer location (region or territory)	**AST contracting entity**	**AST address for notices**	**Governing law**	**Jurisdiction**	**Seat or place of arbitration (where applicable)**
EMEA (Europe, Middle East, Africa)	Applied Satellite Technology Ltd (including where applicable AST's trading divisions AST Networks Partners, AST Networks Solutions, and AST Networks Telematics)	Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX, United Kingdom Info@ast-networks.com	England	Courts of England	London
North America and South America	Applied Satellite Technology Systems US LLC	1478 North Tech Blvd, Suite 105, Gilbert, Arizona, 85233, United States Info@ast-networks.com	Arizona	Courts of Arizona	Phoenix
Pacific (including Australia and New Zealand but excluding Indonesia)	Applied Satellite Technology Australia Pty Ltd	92 Furniss Road, Landsdale, WA 6065 Info@ast-networks.com	Western Australia	Courts of Western Australia	Perth
Asia (excluding Indonesia)	Applied Satellite Technology Asia Pte Ltd	110 Lorong 23 Geylang #02-11 Victory Centre 388410, Singapore Info@ast-networks.com	Singapore	Courts of Singapore	Singapore
Indonesia	PT Aplikasi Satelit Teknologi Indonesia	Gedung Menara Hijau, Floor 11th, #1102C Jl. MT Haryono Kav 33, Jakarta 12770, Indonesia Info@ast-networks.com	Singapore	Arbitration in accordance with clause 21	Singapore

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20. Dispute Resolution

20.1 If a disagreement between the parties which cannot be rectified in the ordinary course of business and course of dealings between the parties (a "**Dispute**") arises out of or in connection with a Contract (including in relation to any non-contractual obligations) either party may during the term of a Contract serve a notice (a "**Referral Notice**") on the other party to refer a Dispute for resolution under the procedure set out in this clause 20.

20.2 Following service of a Referral Notice in relation to a Dispute, that Dispute will be referred for resolution to the Regional Sales Manager on behalf of AST and a person of equivalent position on behalf of the Customer. Those representatives shall meet at the earliest convenient time and in any event within seven (7) days of the date of service of the Referral Notice and will attempt to resolve the Dispute.

20.3 If the Dispute remains unresolved thirty (30) days after escalation pursuant to a Referral Notice, the Dispute may be settled by reference to the Courts having jurisdiction pursuant to clause 19 or by arbitration pursuant to clause 21, as appropriate.

20.4 Nothing in this clause shall prevent or delay either party from seeking orders for specific performance or any interim or final injunctive relief, from exercising any rights it has to terminate or suspend a Contract or part thereof, or from instituting proceedings to ensure that the relevant claim is commenced within any relevant limitation period.

21. Arbitration

21.1 In the event that one or more parties are established in a jurisdiction other than that from which the governing law is derived pursuant to clause 19, any dispute arising out of or in connection with a Contract, including any question regarding its existence, validity or termination, may be referred to and finally settled under the Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, which Rules are deemed to be incorporated by reference in this clause 21.

21.2 The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, in accordance with clause 12

21.3 The seat, or legal place, of arbitration shall be as specified in clause 19.

21.4 The language to be used in the arbitral proceedings shall be English.

21.5 The governing law of the contract shall be the substantive law applicable in accordance with clause 19.

21.6 The parties agree to consolidate any arbitral proceedings with respect to more than one Contract to which they are each a party where they involve questions of fact or questions of fact and law which are the same or similar or which are connected.

22. Assignment and Subcontracting

22.1 AST may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of a Contract or any part thereof to any person, firm or company without the consent of the Customer.

22.2 AST may subcontract or otherwise delegate the performance of any of its obligations (including the provision of an individual Service, or the Services collectively) under a Contract without the consent of the Customer. AST shall remain liable for the proper performance of its obligations.

22.3 The Customer may not assign (whether absolutely or by way of security and whether in whole or in part), transfer, subcontract, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of a Contract or any part thereof, or its obligations thereunder, without the prior written agreement of AST.

23. Entire Agreement

23.1 Each Contract constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes any other agreement or understanding (written or oral) between the Parties relating to the same subject matter.

23.2 All warranties, terms, conditions, undertakings, representations and obligations implied by statute, common law, trade usage, course of dealing or otherwise are excluded to the fullest extent permitted by law. In particular, AST does not guarantee that the Services or anything else supplied under a Contract (including any Software, Airtime, Hardware or Deliverables) will be uninterrupted or error-free and AST makes no other representation or warranty, whether express or implied, and excludes any such representations or warranties to the fullest extent permitted by law, including implied warranties of merchantability and fitness for a particular purpose or warranties that anything supplied by AST under a Contract will meet the Customer's requirements or work in combination with any third party software, hardware or services, unless otherwise stated in a Contract.

23.3 AST may provide the Customer from time to time with access to certain account management tools, either directly or through the AST Portal. Such tools may include but are not limited to Billing and Provisioning. These tools are provided to help the Customer track their accounts and/or service usage. However, use of these tools is at the Customer's own risk, and AST makes no representation or warranty as to the benefits of the tools or the accuracy of any information generated thereby. To the fullest extent allowable by law, AST disclaims any liability arising out of or related to the use of these tools and information, regardless of the basis of the claim (including but not limited to negligence).

23.4 Neither party shall rely on, nor shall have any remedy in respect of, any promise, assurance, agreement, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person, except as expressly set out in a Contract and in respect of which its sole remedy shall be for breach of contract. Any such promise, assurance, agreement, statement, warranty, undertaking or representation, including any advertising or description contained in any catalogue or brochure, is hereby excluded and withdrawn.

23.5 All samples, drawings, descriptive matter, specifications and advertising issued by AST and any descriptions or illustrations contained in AST's documentation are issued or published for the sole purpose of giving an approximate idea of the Services, Software, Airtime, Hardware or Deliverables described in them. Any technical information published or supplied by AST is subject to alterations or correction without notice. They shall not form part of the Contract and this is not a sale by sample or description.

23.6 Nothing in this clause shall exclude the liability of either Party for fraud or fraudulent misrepresentation.

24. Variation of a Contract

24.1 Save as expressly permitted by this Contract, no variation of a Contract shall be effective unless it is in writing, it is signed by or on behalf of each of the parties to a Contract and it references the relevant provisions of the Contract that have been varied.

24.2 AST may vary a Contract without the Customer's consent if it is required to do so by Law on such notice as required by Law or, if no notice period is required by Law, on no less than thirty (30) days' notice.

24.3 Should any amendments to applicable Laws or the requirements of any applicable industry body or classification society require a variation to a Contract, any costs associated with such variation shall be for the account and risk of the Customer.

24.4 For the avoidance of doubt:

24.4.1 AST shall be entitled to vary the Policies (acting reasonably), or any pricing plans which are generally applicable to AST's customers, at any time without the consent of the Customer. AST will use reasonable endeavours to give the Customer as much notice as is reasonably possible of such changes;

24.4.2 AST shall be entitled to make Price Changes in accordance with clause 5.14 and Rate Changes in accordance with

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clause 5.15; and

24.4.3 AST shall be entitled to vary this MPA at any time provided that such variation shall apply only to Contracts that are concluded after the variations are made unless otherwise permitted under this MPA or the relevant Contract.

25. Waiver

25.1 The rights and remedies of the parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

26. Severance and Unenforceable Provisions

26.1 If any provision or part of a Contract is illegal, unlawful, void or unenforceable due to any Law, it shall be deemed to be deleted and the remaining provisions of a Contract shall continue in full force and effect.

27. Rights of Third Parties

27.1 Any AST Affiliate may enforce the terms of a Contract and any other third party who is expressly conferred a benefit and a right to enforce such benefit under a Contract may enforce the relevant terms of the Contract subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

27.2 Where Third Party Software is provided, the relevant third-party licensor(s) shall have the benefit of any provisions of the Contract which confer a right or benefit on them and they may, with AST's written consent in each case, enforce in their own right any such provisions in accordance with the Contracts (Rights of Third Parties) Act 1999.

27.3 AST and the Customer may vary or rescind a Contract without the consent of any third party.

27.4 Subject to clauses 27.1 and 27.2, a person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

28. Non-Solicitation

28.1 The Customer shall not, without the prior written consent of AST, at any time from the date of a Contract to the expiry of twelve (12) months after the date of termination of a Contract, solicit or entice away from AST or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of AST in the performance of a Contract. For the purposes of this clause 28.1, "solicit or entice away" means to approach an individual (whether directly or through a third party) with a view to employing, engaging, or procuring the employment or engagement of that individual as an employee, director, officer, independent contractor or consultant other than by way of bona fide general advertising.

28.2 Any consent given by AST in accordance with clause 28.1 shall be subject to the Customer paying to AST a sum equivalent to twenty percent (20%) of the current annual remuneration of AST's employee, consultant or subcontractor or, if higher, twenty per cent (20%) of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

Schedule 1

Definitions and Interpretation

1. Definitions

1.1 In a Contract, unless the context otherwise requires, these terms will be given the following meanings:

"**Acceptable Use Policy**" means AST's policies which contain restrictions on the ways in which Services, Software, Airtime, Hardware or Deliverables may be used by the Customer and its Users (and end users), and which are made available by AST from time to time, including all versions and updates published on AST's website, and any additional acceptable use policies referenced therein, available at the following link: https://ast-networks.com/terms-and- conditions/;

"**Airtime**" has the meaning given to it in Schedule 3, paragraph 1.1;

"**Affiliate**" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"**Applicable Data Protection Law**" has the meaning given to it in Schedule 8;

"**AST**" means the supplier of the Services, Software, Airtime, Hardware, Professional Services or Deliverables identified in a Contract, being either (i) Applied Satellite Technology Limited, whose registered office is at Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX; or (ii) one of its Affiliates, as further described in clause 19;

"**AST Change**" has the meaning given to it in clause 14.1;

"**AST Hardware**" means equipment (including any Software on it) which is used by AST to provide the Services (whether remotely or on the Customer Site) the ownership of which vests with AST, its Affiliates or its third party suppliers, as specified in the relevant Contract;

"**AST Portal**" means the MyASTportal website located at https://myastportal.com/ or such other website as may be notified by AST from time to time;

"**AST Software**" means Software which is proprietary to AST, including any source code or object code created for or on behalf of AST, including for the avoidance of doubt the BareFLEET Software, and which is supplied by AST to the Customer under a Contract;

"**BareFLEET Product**" means any hardware or equipment used in connection with the BareFLEET Software purchased or leased by the Customer under a Contract (as appropriate);

"**BareFLEET Software**" means Software which is proprietary to Reygar Ltd (an Affiliate of AST), including any source code or object code, and which is supplied to the Customer under a Contract;

"**Business Day**" means a day not being a Saturday, Sunday, bank or public holiday on which trading banks are generally open for business in the Cities of London, Arizona, Singapore, or Perth according to the location of the AST contracting entity;

"**Charges**" means the fees payable for Services, Software, Airtime, Hardware and/or Deliverables as detailed in a Contract amended from time to time in accordance with this MPA;

"**Confidential Information**" means a Contract and all materials, data and other documents which are disclosed by one party to the other in fulfilling the provisions and intent of a Contract or which are otherwise provided to the other in the contemplation of or the performance of the Contract;

"**Configuration**" means a change to the standard elements of a Service;

"**Contract**" means a contract for the provision of Services, Professional Services, Airtime, Software, Hardware or other Deliverables, comprising this MPA and such other documents that are referred to in or

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incorporated into the Contract for such Hardware, Software, Airtime, Services, Professional Services or Deliverables concluded in accordance with this MPA;

"**Contract Year**" means each successive twelve (12) month period commencing on the Effective Date or, if later, the Service Commencement Date, and on each anniversary thereof;

"**Control**" means where a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by

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contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"**Copyleft Licence Terms**" means terms on which Copyleft Software is licenced which require the licencee to make the licencee's modifications to the software or any software that the licencee combines with the software freely available to others in source code form;

"**Copyleft Software**" means software available for use, modification and distribution that is licenced under Copyleft Licence Terms;

"**Customer**" means the entity named as such in a Contract who is purchasing Hardware, Software, Airtime, Services, Professional Services or other Deliverables directly or indirectly through AST;

"**Customer Change**" has the meaning given to it in clause 14.3;

"**Customer Hardware**" means any Customer owned or rented or leased equipment which is used to connect to any AST Hardware or to receive a Service, as specified in the relevant Contract;

"**Customer Input Material**" means all documents, information and materials provided by or required from the Customer for the performance of a Contract, including computer programs, data, reports, designs and specifications and any other input materials specified in a Contract or as may reasonably be requested by AST;

"**Customer Obligations**" means any obligations of the Customer that are set out in a Contract and any terms that are applicable to the Customer's use or receipt of a Service and are incorporated into the Contract by reference or are otherwise notified to the Customer;

"**Customer Site**" means the premises at which AST agrees to provide Services (or any Software, Airtime, Hardware or Deliverables) to the Customer as detailed in a Contract;

"**Customer Site Rules**" means the Customer's reasonable site regulations advised in writing to AST prior to AST being given access to the Customer Site;

"**Deliverables**" means any deliverables (other than any specific items of Hardware, Airtime, AST Software or Third Party Software) which AST agrees to supply to a Customer under a Contract for Services;

"**Documentation**" means user manuals, brochures, installation guides or any other material relating to Hardware, Airtime, Software, or Deliverables.

"**Effective Date**" has the meaning given to it in clause 1.2;

"**Expenses**" means expenses that AST is permitted to recover in accordance with a Contract, which may include packaging, logistics, insurance, travel, subsistence and other out-of-pocket expenses;

"**Force Majeure Event**" means an act of God; or war, insurrection, riot, civil commotion, act or threat of terrorism; notifiable disease, pandemic or epidemic; or lightning, earthquake, fire, flood, storm, or extreme weather condition; or theft, malicious damage; or strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); or breakdown or failure of plant or machinery; or inability to obtain essential supplies or materials; or change in Law; or any Government Intervention; or any failure or default of a supplier or sub-contractor of the relevant party; or any other event or circumstance to the extent it is beyond the reasonable control of the relevant party;

"**Government Authority**" means any police, judicial, governmental or regulatory authority, any court or tribunal or any emergency services organisation acting within its authority and jurisdiction;

"**Government Intervention**" means (a) any decision, order, direction, instruction or requirement of a Government Authority for AST to take or omit to take any action including any suspension, termination or change relating to a Contract; (b) the removal or withdrawal or failure to obtain renewal of any authorisations or regulatory formalities required for a Contract for whatever reason; or (c) any other requirement or restriction imposed under applicable Law;

"**Hardware**" means AST Hardware, Customer Hardware or any hardware or equipment purchased or leased by the Customer under a Contract (as appropriate);

"**Improvement**" means any improvement, enhancement, derivative work, modification, addition, build-out, update, upgrade, refinement or other development of any Hardware, Software, Services or Deliverable;

"**Initial Term**" means the initial term or minimum period for a Service or Contract, as stated in the relevant Contract, commencing on the Service Commencement Date. Unless stated otherwise in a Contract, where: (a) a Service or a solution is to be delivered to or used at more than one Customer Site; or (b) there is a phased roll-out of a Service or a solution; or there is a deployment of multiple Service Elements or multiple Services, the provision of the Services shall commence on the Service Commencement Date for the first Customer Site, first Service phase or first Service Element or Service but the Initial Term shall be calculated from the date on which the last Customer Site, last Service phase or last Service Element or Service is commenced or deployed (as the case may be);

"**Intellectual Property Rights**" means patents and applications for patents, trade marks, service marks and domain names and applications for the same, unregistered trade marks and rights in trade names and business names, copyright and moral rights (including copyright in computer software), Know How, database rights, rights in designs and rights in

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inventions, and any rights of the same or similar effect or nature as any of the foregoing;

"**Law**" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

"**OneWeb Services**" means any OneWeb Software, OneWeb Airtime, OneWeb Hardware or OneWeb Deliverables (as specified in the Contract);

"**Open Source Software**" means any software code that is made available to the public generally in source code form without any confidentiality restrictions, including any code that is derived in any manner (in whole or in part) from such code;

"**Order**" means the Customer's order for the supply of Hardware, Airtime, Software, Services, Professional Services or other Deliverables, as set out in the Customer's written acceptance of AST's quotation, airtime agreement, or in the Customer's purchase order form;

"**Order Confirmation**" means AST's written acceptance of an Order (for example by issuing a sales order confirmation);

"**party**" means either AST or the Customer and "**parties**" shall mean both of AST and the Customer;

"**Permits**" means all licences, permits, temporary permits and authorisations required by any applicable Laws;

"**Personnel**" means in relation to a party, that party's employees, agents, contractors (or subcontractors);

"**Policies**" means the Acceptable Use Policy; and such other policies as may be notified by AST from time to time, including any policies available on the Website;

"**Price Change**" has the meaning given to it in clause 5.14;

"**Product**" has the meaning given to it in Schedule 2, paragraph 1.1;

"**Product Schedule**" means a Schedule of this MPA pursuant to which Hardware, Software, Airtime, Services, Professional Services or Deliverables are supplied;

"**Professional Services**" has the meaning given to it in Schedule 5, paragraph 10.1;

"**Rate Change**" has the meaning given to it in clause 5.15;

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"**Renewal Period**" means a renewal period for a Contract, commencing on the day after the expiry of the Initial Term or the then-current Renewal Period;

"**Sanctioned Person/Entity**" means any person or entity that is (a) the target of Sanctions; (b) located in, ordinarily resident in, or incorporated in, a country or territory that is the target of comprehensive Sanctions; or (c) owned or controlled (as such term is defined by the relevant Sanctions) by any person or entity included in (a) or (b) above, as a result of which such owned or controlled person is subject to the same prohibitions or restrictions as the person described in (a) or (b);

"**Sanctions**" means any economic or trade sanctions or restrictions administered enacted or enforced by any of the Sanctions Authorities;

"**Sanctions Authorities**" means the United States, the United Nations, the European Union, the United Kingdom, Singapore, Australia or the respective Government Authorities of any of the foregoing, including the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury;

"**Security Policy**" means AST's security policy which details the security measures taken by AST in the provision of the Services and its current practices regarding the maintenance of the security of data, as provided or made available by AST from time to time;

"**Service**" means a service as described in a Contract, including the provision of any Software, Airtime, Hardware, Professional Services or Deliverables as described in a Contract, as may be amended from time to time in accordance with the Contract;

"**Service Commencement Date**" means the date upon which AST first makes a Service available for use by the Customer under a Contract, unless otherwise stated in a Contract;

"**Service Element**" means any part of a Service which is capable of being supplied independently from the rest of the Service;

"**Service Failure**" means any failure by AST to provide a Service or perform its obligations in accordance with a Contract, including a failure to meet a Service Level, that is not excused under the Contract;

"**Service Level**" means an agreed level of service applicable to a Service as stated in a Contract;

"**Software**" means AST Software and Third Party Software;

"**Third Party Software**" means Software which is proprietary to a third party (including any Open Source Software) and which is supplied by AST to the Customer under a Contract;

"**Term**" means the duration of a Contract as described in clause 2;

"**User**" means an individual who the Customer permits access to or use of a Service in accordance with a Contract to use or access the Service purchased by the Customer;

"**Website**" means the AST website located at https://www.ast-networks.com/, the IRAMS platform located at https://irams.online/, or such other website as may be notified by AST from time to time;

"**Value Added Tax**" or "**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 or any other similar or equivalent tax that is imposed in any jurisdiction other than the United Kingdom including any goods and services tax applicable in Singapore or Australia; and

"**Virus**" means viruses, logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs or malicious code and any code that

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is operates to disable or interfere with any software or information technology systems.

2. Interpretation

2.1 In each Contract, unless the Contract otherwise requires:

(a) words in the singular shall include the plural and words in the plural shall include the singular;

(b) words denoting any gender include all genders;

(c) the headings are for convenience only and shall not affect the construction of a Contract;

(d) references to each party herein include references to its successors in title and permitted assigns;

(e) references to "includes" or "including" shall be read as being immediately followed by the words "without limitation";

(f) any capitalised terms (or terms beginning with a capital letter) that are used but are not defined in the Contract shall be given their generally accepted meaning in the information and communications technology industry or, where there is no such generally accepted meaning, their ordinary meaning within the context of the Contract;

(g) a "signature" may include a handwritten "wet ink" signature, a digital signature or any other electronic act indicating consent or acceptance including a typed-name, clicking a website button or incorporating a scanned manuscript signature into a document or email, and any reference to "sign" or "signed" shall be construed accordingly;

(h) any reference to an English legal term or English laws or regulations shall be construed to refer to the most similar or analogous legal term or laws or regulations in respect of any other jurisdiction which applies to a Contract whether by the choice of law provisions of this MPA or due to mandatory legal requirements applicable to AST or the Customer or the country or territory where the Hardware, Airtime, Software, Services or Deliverables are manufactured or supplied; and

(i) any words that are defined in a Schedule to this MPA shall be given the same meaning throughout this MPA unless the contrary intention appears.

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Schedule 2

Hardware Terms

1. Introduction

1.1 These Hardware Terms shall be incorporated into each Contract under which AST will sell, rent or lease to the Customer and the Customer will purchase, rent or lease from AST any hardware or equipment ("**Products**").

2. Price and Payment

2.1 The Charges for the purchase, rent or lease of the Products will be the price set out in the Contract or, if no price is quoted, the price set out in AST's published price list in force as at the Effective Date. The Charges for purchase, rent or lease of the Products may change prior to delivery to reflect any increase in AST's costs of supply. AST will notify such an increase to the Customer and the Customer may cancel the Contract (to the extent it relates to such Products) by written notice to AST within five (5) days of being notified of the increase, failing which the Customer shall be deemed to have accepted it.

2.2 The Charges for the Products are exclusive of VAT and the costs and charges of packaging, insurance, transport and other costs incurred by AST in delivery of the Products including any duty applied for international shipping, which will all be invoiced to the Customer as specified in the Contract. Charges are also exclusive of fees for installation or set-up (or de-installation or removal) which AST shall be entitled to invoice in accordance with Schedule 5 – Professional Services Terms – if required by the Customer.

2.3 Each payment for rented or Leased Products shall be made by direct debit or electronic funds transfer within seven
(7) days of the invoice date.

2.4 AST reserves the right to require payment of the Charges for Products before ordering Products from its third party suppliers. All quotes or offers to sell, rent or lease Products are subject to availability and AST shall not be bound to sell, rent or lease any Products that are subject to a quote or offer until such time as the

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Customer has accepted the quote or offer in writing and made payment of the applicable Charges and AST has confirmed in writing that the Products are available.

3. Delivery

3.1 AST's standard shipping terms are DAP from the applicable AST facility (Incoterms 2020) unless otherwise agreed in the Contract. AST shall be entitled to execute and invoice the Customer for part deliveries.

3.2 AST will notify the Customer of the expected shipment date, and an expected delivery date where this is available. Should any Product not arrive within three (3) days of the expected delivery date the Customer should notify AST by email or by telephone to their usual point of contact. Any dates quoted for shipment or delivery are approximate only, and the time of delivery is not of the essence. A failure by the Customer to provide adequate delivery instructions for AST deliver any Products shall constitute a Relief Event.

3.3 If the Products are received incomplete, incorrect or damaged, the Customer must notify AST within three
(3) days of delivery and AST undertakes to remedy such defects within a reasonable time (unless otherwise agreed by the parties). The Customer shall not be entitled to reject delivery or refuse acceptance of the Products on the mere ground of minor defects arising that do not impede the normal use of the Products in conformity with the Contract.

3.4 For Customers who have not been extended a credit account, payment of the Charges for the Products in cleared funds is required prior to the delivery of the Products where those Products are in stock, and prior to ordering Products from suppliers when those Products are not in stock. Existing stock is subject to prior sale and will not be assigned until cleared funds are received.

3.5 The Customer must provide final delivery destination details at the time it places an Order. If details are not provided or are amended following AST's Order Confirmation, AST reserves the right to invoke its Warehouse Storage Fee Policy.

3.6 Where Products are to be delivered by AST and the Customer fails to provide final delivery destination details in accordance with clause 5.26, AST shall notify the Customer when the Products are ready for dispatch. If the Customer fails to inform AST of the final delivery destination within the 5 Business Days of such notification or otherwise fails to accept delivery, at AST's option:

(a) AST shall dispatch the Products under DAP (Incoterms 2020) to either the Customer's default shipping address or invoice address (at AST's discretion), selecting the option that is most cost effective, and charge the Customer for any additional costs set out in paragraph 3.8 below and delivery of the Products shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which AST dispatched the Products; or

(b) delivery of the Products shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which AST notified the Customer that the Products were ready; and AST shall continue to store the Products until actual delivery takes place and shall charge the Customer an additional warehouse storage fee of 10% of the Charges for every additional 30 days of storage.

3.7 Where Products are to be collected from AST and the Customer is responsible for arranging collection, AST shall notify the Customer when all Products within the Contract are available for collection. If the Products are not collected within 5 Business Days of such notification, delivery of the Products shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which AST notified the Customer that the Products were ready. AST shall continue to store the Products until actual collection takes place and shall charge the Customer an additional warehouse storage fee of 10% of the Charges for every additional 30 days of storage.

3.8 Any additional shipping, handling, storage, re-delivery,

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or administrative costs incurred as a result of the Customer failing to provide the final delivery destination with the specified timeframe, shall be borne by the Customer and may be invoiced separately by AST.

3.9 AST may amend the threshold for, or amount of, the warehouse storage fee on giving the Customer not less than thirty (30) days' prior written notice.

3.10 If the Customer fails to accept delivery of the Products in any other circumstances then, except where such failure is caused by AST's

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failure to comply with its obligations under the Contract:

(a) the Products shall be deemed to have been delivered at 9am on the expected delivery date; and

(b) AST shall store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.11 If, following the Effective Date of a Contract under which Customer has agreed to purchase, rent or lease Products, AST is unable to obtain any particular Products because they have been discontinued by the manufacturer or its usual suppliers, then AST may on written notice to the Customer cancel the Contract (to the extent it relates to such Products) without any liability to the Customer. AST will use its reasonable endeavours to offer the Customer substitute Products with a similar or higher specification.

3.12 Products may not be returned after purchase, unless otherwise expressly agreed in writing by AST. AST reserves the right to charge a cancellation / restocking charge. For the avoidance of doubt, any returned Products must be in factory new condition, in original unopened packaging, and include any accessories or peripherals. The cost of return shipping, taxes and duties shall be borne by the Customer.

3.13 Once an Order has been accepted by AST, the Customer may not cancel it in whole or in part except with AST's prior written consent, which shall not be unreasonably withheld. Any cancellation approved by AST may be subject to applicable cancellation and/or restocking charges, and the Customer shall reimburse AST for any costs, expenses or commitments incurred by AST in preparation for fulfilling the Order.

3.14 AST shall have no responsibility to install the Products on delivery unless otherwise agreed in writing with the Customer. Installation of the Products and any other customisation or design support services provided by AST in accordance with a Contract will be subject to the Professional Services Terms (in Schedule 5).

4. Software

4.1 Any Software that is installed on or made available with a Product shall be provided subject to the Software Terms (in Schedule 4).

5. Limitations on use

5.1 Products will be supplied by AST subject to any terms and conditions, including any limitations on use, on which the manufacturer or third party distributor supplies the Products to AST.

5.2 The Customer must:

(a) ensure that they understand and comply with the Laws, licensing and certification arrangements of the country in which they are operating or of any applicable industry body or classification society pertaining to the use of any Products purchased, rented or leased directly or indirectly through AST;

(b) operate the Products in line with the manufacturer or third party distributor's instructions;

(c) observe any restrictions on operation in line with any service provider contracts;

(d) ensure that any waste products are disposed of in a responsible manner and in compliance with relevant legislation on waste disposal;

(e) safeguard any Products from any unauthorised, fraudulent or dangerous use; and

(f) make any notifications to regulatory authorities or obtain any licences, registrations or authorisations required for the use of the Products.

6. Liability

6.1 Subject to clauses 9.1, 9.3 and 9.4 of the MPA, AST's total liability to the Customer in relation to any Product (whether arising under contract, tort including negligence, statute or otherwise) shall be limited to the Charges paid by the Customer to AST for that Product.

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6.2 If officers or employees of AST are instructed, in isolation or as part of a project to open, repair, install or in any other way alter any Products for or on behalf of a Customer, AST will in no way be liable for any alterations to or invalidation of any warranty guarantee or certification of said Products.

6.3 AST cannot be held liable for any Products returned under the Warranty when these are in the possession of, or in transit to, the manufacturer for rectification or assessment.

6.4 AST accepts no liability for loss or damage caused by any courier. It is recommended that Customers fully insure their Products at all times. AST may use Customer's own preferred freight accounts where requested in writing by the Customer in a timely fashion ahead of intended dispatch, provided that the arrangements for the use of this service are acceptable to AST.

6.5 The Customer acknowledges that AST shall not be responsible for any loss of or damage to the rented or Leased Products arising out of or in connection with any negligence, misuse, mishandling of the rented or Leased Products or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify AST in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by AST arising out of, or in connection with any failure by the Customer to comply with the terms of these Hardware Terms.

6.6 AST shall not be liable for any damage to property caused by the Products after delivery and whilst in the possession of the Customer.

7. Warranty

7.1 Subject to clause 7.4, AST will pass on to the Customer the benefits of any warranties which it receives for the Products from the manufacturer or third party distributor ("**Warranty**"), to the extent it is permitted to do so. AST provides no other warranty in respect of the Products, except as otherwise notified in writing by AST when a Contract is entered into.

7.2 Subject to clause 7.4, the Customer's sole and exclusive remedy for any faults, defects or errors in the Products shall be to have the Products repaired, corrected or replaced during the applicable warranty period solely as specified in the Warranty, and subject to compliance with the terms applicable to the Warranty, unless otherwise stated in a Contract. AST cannot be held liable for any breach of the Warranty by the manufacturer or third party distributor that supplies the Products to AST.

7.3 In relation to the BareFLEET Products (only), AST shall repair or correct faults, defects or errors in the BareFLEET Products or replace defective BareFLEET Products (as Customer's sole and exclusive remedy) provided any such faults, defects or errors are notified to AST within twelve (12) months of delivery. References to "Warranty" in the rest of this clause 7 shall include reference to the warranty provided in this clause 7.3.

7.4 If the Customer wishes to rely on the Warranty for a Product, the Customer may contact the Customer Service Team by email: globalcustomersupport@ast-networks.com. The following conditions apply:

(a) Any Out of Box Failure must be reported within 30 days of delivery of the Product. An "**Out of Box Failure**" means that a Product does not turn on, cannot be used or fails to function materially as expected immediately following delivery.

(b) A Warranty claim for rented or Leased Products may only be made during the corresponding warranty period, which shall be for the duration of the rent or lease unless otherwise specified in the Contract.

(c) A serial number and IMEI number will be required to identify the faulty Products.

(d) Customer Services may issue a RAN for the return of the Products. The Customer will then be required to return the Products at their own cost under DAP (Incoterms 2020) to AST, together

with proof of purchase or the product warranty card where applicable quoting the RAN to Applied Satellite Technology Ltd, Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk NR31 0LX, United Kingdom, unless otherwise instructed by AST, which may include an instruction to return the Products directly to the manufacturer or an authorised agent. The Customer is also required to send a copy of the tracking number and airway bill to Customer Services at point of shipment. Proof of postage is not proof of receipt and the Customer remains responsible for the Products and should ensure that they are fully insured during transit.

(e) Once a RAN number has been issued, Products may be returned to AST for inspection at the Customer's own risk.

(f) If, upon inspection by AST, there is no fault found then a handling charge will be payable by the Customer. The handling and testing fee is USD $150 plus VAT and any costs incurred and associated with the shipping of the Products.

(g) Items excluded from Warranty are:

(i) Products that have been fitted with non-manufacturer approved accessories;

(ii) Products that fail due to misuse, abuse or damage;

(iii) Products that have been serviced/repaired by anyone other than AST or an AST authorised repair centre;

(iv) Products that have been incorrectly installed;

(v) Products damaged by failure to follow user manual instructions;

(vi) batteries and consumables (i.e. things that are produced to be used and replaced); and

(vii) normal wear and tear and deterioration.

7.5 If, having investigated the fault, AST agree that the Product repair is covered under Warranty, they will repair the Products in-house if it is possible to do so, and if not then forward the Products to the manufacturer for repair. Any repaired Products will be returned through AST. At its sole discretion and subject to availability, AST may provide the Customer with replacement Product stock prior to receiving the Customer's faulty Product from the Customer.

7.6 Products once returned to AST by the manufacturer will be shipped to the Customer via an AST preferred courier and will be insured, unless the Customer has advised AST in writing in a timely fashion ahead of intended delivery, that they do not want the Products insured and accept any liability for loss or damage in transit. AST will recharge the Customer for any costs associated with the shipping and insurance of the Products.

7.7 If the Products are found to be out of Warranty, AST will charge the Customer a handling and testing fee of USD $150 plus VAT and any costs incurred and associated with the shipping of the Products. The Customer may either:

(a) request AST to conduct the repair or replacement of the Product, in which case AST will provide the Customer with a quote for the same. To accept the quote, the Customer must provide its confirmation in writing. Quotes will be valid for thirty (30) days following their production; or

(b) elect to conduct any repairs of the Products itself, in which case AST shall return the Products to the Customer.

7.8 AST shall invoice the Customer at its standard rates for any labour undertaken during the investigation of the fault and any costs associated with the return of the Products will be recharged to the Customer. Charges for repair or replacement shall be invoiced in accordance with AST's quote.

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7.9 Where a Product is scheduled to become obsolete or reach the end of life ("**EoL**") according to any third party supplier or by AST's decision, AST will make an announcement as soon as reasonably practicable following its receipt of a formal EoL notice from the relevant third party supplier or following AST's internal decision and, where applicable, the date at which EoL is scheduled and no longer available for order (the "**EoL Date**"). AST will make reasonable efforts to provide full warranty and replacement support in advance of the EoL Date in accordance with the Contract and at the EoL Date the Product will become obsolete and no warranty claims will be honoured or orders accepted for such Products.

8. Sale Terms

8.1 This paragraph 8 shall apply where a Contract indicates that the Products shall be sold by AST and purchased by the Customer.

8.2 The risk of loss, theft, damage or destruction of the Products will pass to the Customer on delivery, which as standard will be at the time Products are made available for collection by the Customer under DAP (Incoterms 2020), unless otherwise agreed in the Contract. If another Incoterm is agreed in the Contract, title, risk and insurance/other associated costs will be determined in accordance with the Incoterm so agreed.

8.3 In relation to Products purchased outright by the Customer, ownership of the Products will not pass to the Customer until AST has received payment in full in cleared funds. Until ownership of the Products purchased outright has passed to the Customer:

(a) the Products will be treated as AST Hardware and the Customer shall ensure that the Products remain readily identifiable as such;

(b) the Customer shall hold the Products as the fiduciary agent and bailee of AST. The Customer will ensure the Products are properly protected, stored and insured;

(c) the Customer is entitled to utilise the Product in their normal course of business but shall account to AST for the proceeds of sale, in whatever form, and shall maintain the proceeds as separate from the monies or property of the Customer or a third party;

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(d) the Customer shall be responsible for ensuring the necessary registrations are affected to secure AST's interests as defined in this clause, and where such registration is not provided the Customer's owners, managers and or directors agree to indemnify AST for all costs and losses; and

(e) AST shall be entitled at any time to require the Customer to deliver the Products to AST at their expense. If the Customer fails to deliver the Products when requested AST shall be entitled at any time to enter the Customer's, or third parties premises and repossess the Products.

8.4 AST supplies the Products purchased outright with a limited title guarantee free from encumbrances.

9. Lease Terms

9.1 This paragraph 9 shall apply where a Contract indicates that the Products shall be leased by AST to the Customer or rented by the Customer ("**Leased Products**"). AST shall lease and the Customer shall rent the Leased Products subject to the terms of the Contract.

9.2 The lease or rental period starts on the commencement date of the relevant Leased Product(s) and shall continue for the period specified in the Contract, unless the Contract is terminated earlier in accordance with its terms ("**Lease Period**").

9.3 If the Contract states that the Customer is required to pay a deposit then AST shall be entitled to invoice the Customer for the deposit on the date of the Contract or on such other date as specified in the Contract. The deposit is a deposit against default by the Customer of payment of any Charges or any loss of or damage caused to the Leased Products. If the Customer fails to make timely payment of any Charges for the Leased Products in accordance with the terms of the Contract, or causes any loss or damage to the Products (in whole or in part), AST shall be entitled to apply the deposit against such default, loss or damage. The deposit (or the balance of the deposit) shall be refundable within ten (10) Business Days following written confirmation from AST that all Products have been returned in an

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acceptable condition and the Customer has fulfilled all its applicable obligations in relation to the lease.

9.4 AST shall not, other than in the exercise of its rights under this Contract or applicable Law, interfere with the Customer's quiet possession of the Leased Products.

9.5 Leased Products shall remain at the sole risk of the Customer during the Lease Period and any further term during which the Products are in the possession, custody or control of the Customer and until such time as the Products are re-delivered to AST ("**Risk Period**").

9.6 Unless otherwise agreed in writing by the Parties, in relation to Leased Products, the Leased Products shall at all times remain the property of AST, and the Customer shall have no right, title or interest in or to the Leased Products (save for the right to possession and use of the Leased Products subject to the terms of the Contract).

9.7 The Customer shall give immediate written notice to AST in the event of any loss, accident or damage to the Leased Products arising out of or in connection with the Customer's possession or use of the Leased Products.

9.8 The Contract as it relates to the Leased Products shall automatically terminate if a Total Loss occurs in relation to the Leased Products. "**Total Loss**" shall mean the Leased Products are, in the reasonable opinion of AST (or AST's insurer(s)), damaged beyond repair, lost, stolen, seized or confiscated due to the Customer's breach of the Contact.

9.9 If the Lease Period is terminated early by reason of the Customer's breach of the Contract, without prejudice to any other rights or remedies of AST, the Customer shall pay to AST on demand a sum equal to the whole of the Charges that would (but for the termination) have been payable if the Contract had continued from the date of termination to the end of the Lease Period. The sums payable under this paragraph shall be agreed compensation for AST's loss and such sums may be partly or wholly recovered from any deposit.

9.10 During the Lease Period and Risk Period, the Customer shall:

(a) ensure that the Leased Products are kept and operated in a suitable environment, used only for the purposes for which they are designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

(b) take such steps (including compliance with all safety and usage instructions provided by AST) as may be necessary to ensure, so far as is reasonably practicable, that the Leased Products are at all times safe and without risk to health when being set, used, cleaned or maintained by a person at work;

(c) maintain at its own expense the Leased Products in good and substantial repair in order to keep them in as good an operating condition as they were on the date the Leased Products were delivered to the Customer (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Leased Products;

(d) make no alteration to the Leased Products and shall not remove any existing component (or components) from the Leased Products without the prior written consent of AST unless the component (or components) is (or 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 or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Leased Products shall vest in AST immediately on installation;

(e) keep AST fully informed of all material matters relating to the Leased Products;

(f) permit AST or its duly authorised representative to inspect the Leased Products at all reasonable times and for such purpose to enter on the Customer Site or any premises at which the Leased Products may be located, and shall grant reasonable access and facilities for such inspection;

(g) maintain operating and maintenance records of the Leased Products and make copies of such records readily available to AST, together with such additional information as AST may reasonably require;

(h) not, without the prior written consent of AST, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Leased Products or allow the creation of any mortgage, charge, lien or other security interest in respect of the Leased Products;

(i) not without the prior written consent of AST, attach the Leased Products to any land or building so as to cause the Leased Products to become a permanent or immovable fixture on such land or building. If the Leased Products do become affixed to any land or building then the Leased Products must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Leased Products from any land or building and indemnify AST against all losses, costs or expenses incurred as a result of such affixation or removal;

(j) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of AST in the Leased Products and, where the Leased Products have become affixed to any land or building, the Customer must take all necessary steps to ensure that AST may enter such land or building and recover the Leased Products both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of AST of any rights such person may have or acquire in the Leased Products and a right for AST to enter onto such land or building to remove the Leased Products;

(k) not suffer or permit the Leased Products to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Leased Products are so confiscated, seized or taken, the Customer shall notify AST and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Leased Products and shall indemnify AST on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;

(l) not use the Leased Products for any unlawful purpose;

(m) ensure that at all times the Leased Products remains identifiable as being AST's property and wherever possible shall ensure that a visible sign to that effect is attached to the Leased Products;

(n) deliver up the Leased Products at the end of the Lease Period at such address as AST requires, or if necessary allow AST or its representatives access to the Customer Site or any premises where the Leased Products are located for the purpose of removing the Leased Products; and

(o) not do or permit to be done anything which could invalidate the insurances maintained with respect to the Products.

9.11 During any Lease Period and Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Leased Products to a value not less than their full replacement value comprehensively against all 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;

(b) insurance for such amounts as a prudent owner or operator of the Leased Products would insure for, or such amount as AST may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Leased Products; and

(c) insurance against such other or further risks relating to the Leased Products as may be required by Law, together with such other insurance as AST may from time to time consider reasonably necessary and advise to the Customer in writing.

9.12 All insurance policies procured by the Customer shall be endorsed to provide AST with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on AST's request name AST on the policies as a loss payee in relation to any claim relating to the Leased Products. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

9.13 If the Customer fails to effect or maintain any of the insurances required under these Hardware Terms, AST shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

9.14 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to AST and proof of premium payment to AST to confirm the insurance arrangements.

9.15 Subject to clause 9.16, following the effective date of termination of a Contract or a Service, the Customer shall promptly return all AST Hardware to the location specified by AST, at the Customers cost and risk. If the Customer fails to return the AST Hardware and provide suitable evidence of its return (such as a proof of sending or a signed receipt from AST) within fourteen (14) days after the effective date of termination, then AST may at its sole discretion:

(a) enter the Customer Site or premises and take possession of it (and the Customer shall provide such access to AST as is necessary for such purposes in accordance with clause 6) and charge the Customer for such removal or repossession at AST's standard rates from time to time; or

(b) charge the Customer for the net book value of the AST Hardware as determined by AST acting reasonably,

(c) and until its return or repossession or purchase, the Customer shall be solely responsible for its safe-keeping.

9.16 If the Contract expressly states that the Customer is not required to return the Leased Products on expiry of the Lease Period then provided that the Customer has paid all Charges payable for the Leased Products during the entire Lease Period:

(a) ownership of the Leased Products shall pass to the Customer with a limited title guarantee free from encumbrances on the expiry of the Lease Period;

(b) clause 9.15 shall not apply; and

(c) the Customer shall bear all responsibility for complying with applicable Laws regarding the use and disposal of the Leased Products in accordance with any Leased Product documentation.

9.17 For the avoidance of doubt, termination of the Contract as it relates to Leased Products (for any reason) or expiry of the Lease Period will not automatically result in termination of any associated Airtime, Software or Services, and the Customer's obligation to pay the Charges in respect of such Airtime, Software or Services will remain.

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Schedule 3

Airtime Terms

1. Introduction

1.1 These Airtime Terms shall be incorporated into each Contract under which AST will supply and the Customer will purchase any airtime services or solutions ("**Airtime**").

2. Payment

2.1 AST reserves the right to immediately suspend the Airtime if payment of any Charges is not received in accordance with the Contract. A full payment of all outstanding balances under the Contract will be required before the Airtime is reinstated.

2.2 In the event the Customer purchases, rents or leases the Terminal or other Hardware from AST, AST reserves the right to suspend the Customer's Airtime if payment is not made in accordance with the Contract associated with the sale, hire or lease of the Terminal or other Hardware.

2.3 Charges for Airtime include the subscription fees, which will be charged as indicated in the Contract or as set out in the relevant service conditions or price list, irrespective of use of (or any failure of) the SIM card and/or Terminal and in accordance with any price updates.

2.4 Subscription fees will continue to apply during any Suspension of the SIM card and/or Terminal.

2.5 Charges include satellite usage, subscription fee, and where applicable calls both to/from the Airtime service unless otherwise stated in the Contract.

2.6 Charges for any activation, re-activation, suspension, deactivation and re-activation or reinstatement will be as specified in the Contract.

2.7 In the event of a Late Billing event, AST shall present any additional charges incurred by the Customer to the Customer in the form of an invoice as soon as it becomes practicable to do so after AST is aware of the Late Billing event. Any invoice that has been generated by a Late Billing event will become due for payment

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within thirty (30) days from the date of that Late Billing invoice.

2.8 Call Data Records (CDRs) generated by AST or provided by the relevant Satellite Network Operator shall be conclusive evidence of calls made and received and data consumed using Airtime for invoicing and AST shall produce its invoices for Airtime using such CDRs unless the Contract provides for some other basis for charging.

3. Provision of the Airtime

3.1 The Airtime is provided on an 'on-demand' basis and is subject to the availability of capacity on the applicable satellite network. Airtime may be temporarily unavailable or limited because of various circumstances including but not limited to; capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by AST or a supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of the supplier. AST has no liability for unavailability or malfunction of suppliers' networks.

3.2 AST may vary the technical specification of Airtime from time to time provided that AST provides the Customer with prior written notification of such variation.

3.3 For VSAT services the Customer acknowledges and agrees that AST shall have the right to move the Airtime to a satellite other than the satellite provided from time to time with or without notice.

3.4 AST will make all reasonable efforts to avoid that the Customer be required to take any related adjustment actions to maintain Airtime. In any event, AST shall have the right, by providing twenty-four (24) hours written notice to the Customer, to change the satellite transponder frequency on any day, provided that such change in frequency would not require more than minimal Customer action and provided further that such change would cause less than thirty (30) minutes of outage to the network.

3.5 AST may suspend the Customer's or any User's access to the Services in the event Bypass occurs or in its reasonable opinion may occur.

4. Access to the Airtime

4.1 On the Effective Date for a Contract for Airtime , the Airtime will be activated and the Customer will be registered in the AST customer database. The AST Portal provides access to invoices, CDRs, monitoring levels and Suspension alerts per service plus support materials.

4.2 During the provisioning of the Airtime, the Satellite Network Operator records core module information, SIM card and satellite terminal settings (as applicable) for the purpose of Terminal and SIM card identification and billing. The Customer shall permit and shall procure its End-Users' consent to permit the Satellite Network Operator to access the core module and SIM card (as applicable) and to monitor, adjust and record such profiles and settings as required for the purpose of providing the Airtime. The core module and SIM card: contain a security certificate used for authenticating a Terminal on the Satellite Network Operator's Network; collect usage statistics; and contain configuration parameters that make up that Terminal configuration. The Customer consents and shall procure its End-Users' consent to the Satellite Network Operator monitoring network connection and network performance, and to the Satellite Network Operator accessing and adjusting Terminal settings as they relate to the Airtime. The Satellite Network Operator does not share information collected for the purpose of network performance monitoring or for providing customized technical support, outside of the Satellite Network Operator or its affiliates.

4.3 The Satellite Network Operator provides data confidentiality through virtual private network segments traversing the Satellite Network Operator's network. However, the Customer agrees, and shall procure that its End-Users agree to be responsible for maintaining the security of their Terminals and Customer / End-User data, including without limitation, encryption of Customer / End-User data and protection of their user ID, password and personal data. If the Customer or its End-Users believe their login credentials or SIM or IMEI cards have been lost or stolen, that someone has gained access to their account or login credentials without permission, their terminal device has been compromised in any way, or their SIM or IMEI cards have become unserviceable or have been misused in any way, the Customer shall, and will procure its End-Users to immediately contact AST Customer Services in order for them to contact the Satellite Network Operator where applicable. AST or the Satellite Network Operator may suspend or deactivate the User account or SIM or IMEI card forthwith.

4.4 The Customer is solely responsible for management of its End-Users' Data, including but not limited to back-up and restoration of that data. The Customer agrees that AST and its Satellite Network Operator are not responsible for the loss of Customer or End User data or for the back-up or restoration of End User data.

5. Provision of Customer Support

5.1 AST will provide customer support to the Customer through AST Customer Services, available twenty-four (24) hours a day, seven (7) days a week. Contact globalcustomersupport@ast-networks.com, phone +44 (0)1493 441 485, skype AST Customer Services,

6. Interruption of the Service

6.1 AST reserves the right to, including but not limited to, suspend, bar or transfer the Airtime for the following reasons:

(a) in the event of an emergency;

(b) when instructed to do so by any Satellite Network Operator, competent regulatory; administrative, or judicial authority;

(c) in the event that the Customer is using the Airtime in violation of the requirements described in the Contract; or

(d) in the event of interruption of Airtime by AST's suppliers (AST will use reasonable endeavours to provide notice in advance of such interruption where possible).

6.2 Whenever practical, AST will notify the Customer before the start of any such interruption.

6.3 In the event of an interruption to the Airtime, AST will restore the Airtime as soon as reasonably practicable.

7. Unauthorised or Fraudulent Use

7.1 It is the Customer's responsibility to ensure that:

(a) they understand and comply with the Laws and licensing arrangements of the country in which they are operating;

(b) they safeguard the operation of the Airtime from any unauthorised, fraudulent or dangerous use. An example of fraudulent use is carrier Bypass. Whereby a device is used with other services (such as a SIP interface) to deliberately bypass the local PSTN; and

(c) all equipment and associated computer hardware and software are properly configured with respect to the Airtime being used.

7.2 The Customer shall immediately notify AST by email if it believes the SIM card or IMEI is stolen. AST will take steps to suspend the Service as soon as reasonably practicable but any usage and calls (including fraudulent calls and those derived from the SIM card or IMEI cloning) will be chargeable howsoever caused, until AST receives confirmation of the Suspension by the Network Operator.

7.3 AST reserves the right to immediately suspend or terminate any Airtime to the Customer should they believe that the Customer has not observed their responsibilities as outlined above.

8. Notifications and Information

8.1 It is the responsibility of the Customer to ensure that the monitoring alerts and suspension levels are accurately set. The Customer shall remain liable for all Charges that accrue should the monitoring alerts or suspensions fail for whatever reason including due to non-delivery of email or of the contents of such Airtime Usage Alerts.

8.2 The Customer agrees to notify AST Customer Services immediately in writing (via email) if it discovers that a SIM card has been lost, stolen, or has become unserviceable due to damage, or has been misused in any way. The Customer shall cease to use any SIM card that is faulty, cloned or stolen. The Customer shall remain liable for any such SIM card.

8.3 The Customer will immediately notify AST Customer Services in writing (via email) of any modification with respect to a SIM card and/or Terminal under its responsibility and covered by the Contract.

8.4 The Customer must contact AST Customer Services immediately if anyone makes or threatens to make any claim or issue legal proceedings against the Customer relating to the Customer's use of the Airtime. The Customer will, at AST Customer Service's request, immediately stop the act or acts complained of and, on AST Customer Service's request, must confirm the detail of the claim to AST Customer Services in writing.

8.5 For Inmarsat C Maritime Terminals, the "Inmarsat Terms and Conditions for Utilization of Space Segment by Ship Earth Stations" and the "Inmarsat Registration for service activation of Maritime Mobile Earth Station" shall apply in addition to these Airtime Terms and are available at the following link: https://ast-networks.com/wp-content/uploads/2025/10/INM-C-Maritime-SARF-V3-Effective-March-2023-3.docx.

9. Activation

9.1 AST may refuse to activate any Terminal or any SIM or IMEI card or MSISDN pair in the event of suspected fraud, unauthorised use, loss, or to avoid or correct any degradation or impairment to the Airtime.

10. Deactivation

10.1 If the deactivation is to be carried out by AST, it will be completed no later than twenty-four (24) hours after

receipt, by AST, of the request for deactivation from the Customer or in the timeframe specified in the relevant Contract where applicable.

10.2 The Customer shall remain responsible for payment of Charges for use of the Airtime until deactivation has been completed by AST and the Customer advised accordingly.

10.3 The Customer is entirely liable for any Charges (including subscription fees or unpaid bills) outstanding as a result of such deactivations, including in the event of an early deactivation or any other costs associated with the deactivated SIM or IMEI card.

11. Customer Suspension

11.1 The Customer may request the Suspension of a SIM card/subscription in writing (by email).

11.2 In the event that a Customer Suspends or requests the Suspension of a SIM card/Terminal, any on-going fees for that SIM card/Terminal during Suspension will remain payable.

12. Liability

12.1 Subject to clauses 9.1, 9.3 and 9.4 of the MPA, AST's total liability to the Customer in relation to any Airtime (whether arising under contract, tort including negligence, statute or otherwise) shall be limited to the Charges paid by the Customer to AST for that Airtime.

12.2 No liability or consequential loss will be accepted by AST for:

(a) any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply;

(b) any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the Airtime including any unavailability, delay, faultiness or failure of any Airtime;

(c) any loss or delay associated with unlicenced or fraudulent usage of equipment or services; or

(d) any losses resulting from any claim, demand, suit, action or proceeding brought or initiated by a third party, including any actions by any Government Authority.

The Customer shall not make any claim against AST or its Satellite Network Operators in respect of any such loss.

12.3 No warranty either expressed or implied as to performance or fitness for purpose is given.

12.4 AST cannot be held responsible for any loss of services, which are due to the withdrawal of operating licences by Government Authorities or their refusal to renew such licences.

12.5 The Customer acknowledges that, although AST implements security measures designed to minimise the risk of unauthorised interception of data, both unauthorised and authorised interception may occur. AST shall not be liable for any such interception, provided that AST has taken the security measures described in this Contract.

12.6 The Customer acknowledges and agrees that they are responsible for any such costs that a Late Billing event generates and agrees to pay for such usage in accordance with paragraph 2.

12.7 It is the Customer's responsibility to set airtime Usage Alerts and suspension levels and it is the sole responsibility of the Customer to ensure they do not exceed these levels. If any such limit is exceeded the Customer hereby agrees to pay for usage generated in accordance with paragraph 8. AST shall not accept liability for an automated alert/suspend failure, or for failure of delivery of alerts via the internet/email.

12.8 The Customer acknowledges and agrees that all Airtime will be chargeable howsoever caused, until a request for a deactivation or suspension is received by AST from the Customer (or is actioned by the Customer on the AST Portal) and the deactivation or suspension

of the SIM or IMEI card and/or Terminal is confirmed by the Satellite Network Operator. Where such request is provided verbally, it must be followed up in writing to AST.

13. General

13.1 AST reserves the right to change the ID numbers, including but not limited to MSISDN and IMN numbers, if required. Prior notice of any changes will be given where possible.

13.2 The Customer shall obtain and maintain all Permits for its receipts of the Airtime, transmission and receipt of signals, and use of the Airtime, including, but not limited to, obtaining any required satellite licence from the pertinent regulatory body.

14. Definitions

14.1 In these Airtime Terms the following defined terms have the following meanings:

"**AST Customer Service(s)**" means the AST Customer Service team that provides customer support to the Customer, contactable via e-mail at globalcustomersupport@ast-networks.com, phone +44 (0)1493 441 485, skype AST Customer Services,

"**Bypass**" means (i) any mechanism, including pricing differentials, intended to divert to any destination other than AST or its Satellite Network Operator's commercial gateway ("Gateway") any inbound traffic originating from a public switched telephone network ("PSTN") and/or any other network and currently routed to the Gateway and then forwarded to AST or its Satellite Network Operator's subscribers; or (ii) any mechanism intended to bypass the Gateway for routing of calls through the various PSTN, Public Land Mobile Network ("PLMN"), Push-to-Talk ("PTT") or Inter-change carrier ("IXC") providers; or (iii) any other mechanism which AST or its Satellite Network Operator determines, in its sole judgment, constitutes network abuse or otherwise has a potentially damaging effect, including abnormal wear and tear on AST or its Satellite Network Operator's communications system or causes or could potentially cause abnormal call service performance or call and/or network congestion.

"**Default**" means the failure of either Party to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from the other Party.

"**End-User**" means a company, organisation or individual who subscribes to the Airtime via the Customer.

"**IMEI**" means international mobile equipment identity number.

"**IMN Number**" means Inmarsat Mobile Number ("**IMN**"). The IMN provides the international identification number of an Inmarsat mobile Terminal.

"**Late Billing**" means an occasion where AST is billed by their supplier for usage incurred by the Customer and/or End-User, after the usual billing period, for which that usage/call record should have been originally billed. For the avoidance of doubt, Late Billing will not occur more than twelve (12) months after the relevant billing period.

"**MSISDN**" means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of a mobile Terminal.

"**Network**" means the satellite and terrestrial systems that provides the Airtime.

"**Satellite Network Operators**" means the companies which provide satellite services to AST.

"**SIM Card**" means a Subscriber Identity Module ("**SIM**"), which contains customer information and, when used with a certified unit, enables access to the Airtime.

"**Suspension**" means whilst a device terminal or SIM card is suspended it will be unable to make or receive call. During a period of suspension all subscriptions / monthly fees remain payable.

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"**Terminal**" means portable, transportable or fixed equipment which enables access to satellite communications services.

"**Usage Alerts**" shall mean any notification from AST to the Customer when their or their end user's usage meets or exceeds an agreed level requested by the Customer in writing to AST.

14.2 All other terms used in these Airtime (UK) Terms shall be interpreted in accordance with the Contract, unless the context otherwise requires.

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Schedule 4

Software Terms

1. Introduction

1.1 These Software Terms shall be incorporated into each Contract under which AST will supply any Software, as specified in the relevant Contract. For the avoidance of doubt, Software will include any "software as a service" offerings made available by AST under the Contract ("**SaaS Services**"), including where offered as part of AST Service fees or care packages as described at the following link: https://ast-networks.com/wp-content/uploads/2024/12/AST-Networks-Service-Fee-August-2019.pdf.

1.2 Where the Customer purchases access to the AST INTEGRA Control or INTEGRA Lite Software, the following Terms of Use shall apply in addition to these Software Terms and shall take priority over them if and to the extent only if there is any conflict or inconsistency between them: https://ast-networks.com/wp-content/uploads/2024/12/AST-INTEGRA-See-Control-Terms-of-Use.pdf.

2. Provision of Software

2.1 Software will be made available to the Customer by granting access to the relevant platform online and/or through the AST Portal. Software that is embedded in any Hardware shall be made available as installed at the time the relevant Products are delivered to the Customer.

2.2 Any implementation services or additional support services required by the Customer and set out in the Contract shall be subject to the Professional Services Terms (in Schedule 5).

2.3 AST shall not be under any obligation to provide and the Customer shall have no right to receive any source code with respect to any Software or any right for any third party to have access to any source code with respect to any Software unless and to the extent required by the licence conditions of any Third Party Software provided by AST.

3. Licence or Usage Fees

3.1 The Charges for the Software will depend on the number or quantity of services the Customer wishes to purchase. Charges may be levied for different modules or functions of Software and the Customer shall not be permitted to access or use any modules or functions to or for which it does not subscribe or pay in accordance with the relevant Contract.

3.2 The Charges for any BareFLEET Software will be based on the usage parameters specified in the Contract. Any increase to the usage parameters (and the resultant impact on the Charges) must be agreed by the parties in writing. AST is entitled to charge the Customer for any additional usage where the Customer exceeds the contracted usage parameters.

4. Audit

4.1 During the term of the Contract and for a period of three (3) years thereafter, the Customer shall allow AST or its licensors (or their duly authorised representatives), at reasonable times and on reasonable notice, to access and take copies of all relevant documentation in the Customer's possession or control and to access all Customer Hardware as is reasonably required for the purpose of verifying that the use of the Software by the Customer and its Users is in accordance with the terms of the Contract and to verify the Customer's compliance with the Contract generally. Any such verification shall occur not more than once during each twelve (12) month period, save where AST has reasonable grounds for supposing that there has been breach or malfeasance on the Customer's part or in the case of a Government Intervention.

4.2 AST shall have the right to remotely access Customers account and to monitor its use of the Software from time to time for the purposes of:

(a) providing the SaaS Services; and

(b) ensuring the Customer's use of the Software is in accordance with these Software Terms and the Contract.

4.3 Any access or monitoring in accordance with this paragraph shall not unduly disrupt the Customer's use of the Software.

5. Administration of Users

5.1 In order to make use of the Software, the Customer shall (in the case of Software licenced to the Customer) appoint or (in the case of Software provided as a service) notify AST of named individuals who will be act as the Customer's account managers ("**Admin Users**"). The Admin Users shall manage the Customer's use of the Software including granting access to and removing access from other Users.

5.2 It is the Customer's responsibility to maintain the security of any User access keys or passwords and the Customer accepts all risks associated with unauthorised access to the Customer's account via User's access keys. Customer shall immediately notify AST if the Customer learns of an unauthorised use of 'User's access keys or passwords.

6. Right of use

6.1 Subject to these Software Terms and all other provisions of the Contract, AST grants to the Customer a limited, non-exclusive, non-transferable right to use (without the right to sub-licence or allow third parties to use) the Software during the term specified in the Contract for the Customer's internal business purposes only. No third parties other than Users may use the Software, except as otherwise expressly agreed in writing by AST.

6.2 Where Software is licenced to the Customer for installation in its own environment, the right of use granted pursuant to paragraph 6.1 shall include the rights to:

(a) download and install the Software in accordance with AST's written instructions and any applicable documentation provided with respect to the Software;

(b) download, install or update the Software using any approved patches, upgrades or updates supplied by AST, subject to payment of additional fees where applicable for new releases or additional functionality;

(c) use any documentation provided in relation to the Software or any approved patches, updates, upgrades or new releases,

In each case for the Customer's own internal business purposes.

6.3 Where Software is provided as SaaS Services, the Customer shall not enjoy any of the rights conferred under paragraph 6.2, except to the extent that any application programming interfaces (APIs) or other software is made available to Users in order to log into or access the web interface for the Software.

6.4 Other than the limited licence set out in paragraph 6.1, the Customer shall not acquire any right, title or interest in or to the Software (including any Intellectual Property Rights of AST, its Affiliates or its licensors subsisting in the Software).

7. Customer Content

7.1 The Customer acknowledges that it is solely responsible for the collection, accuracy, completeness, legality and use of all content (including personal data) submitted by it or on its behalf using the Software ("**Customer Content**"). The Customer retains all right, title and interest, including all Intellectual Property Rights, in and to all Customer Content. The Customer grants AST a non-exclusive, royalty-free right to use and access the Customer Content solely for the purpose of providing the Software and any related Services and a perpetual, non-exclusive, royalty free right to use the Customer Content in an anonymised format for the purposes of its own business purposes including analysis, training and any development or improvements to the Software.

8. Use Restrictions

8.1 The Customer shall not:

(a) hinder the functioning of the Software, including by way of 'hacking' the Software or otherwise attempting to gain unauthorised access to the Software or attempting to circumvent any components or features including any technical, administrative or security measures or processes of the Software or the AST Portal, or test or monitor the Software or the AST Portal or any vulnerabilities;

(b) use the Software in violation of applicable Laws;

(c) intentionally distribute viruses via the SaaS Services or AST Portal;

(d) use the Software or AST Portal in a manner that is libellous or harmful to others or infringes the Intellectual Property Rights of any third party;

(e) access the Software or AST Portal for competitive purposes or allow any third party that is not authorised by AST to access the Software or AST Portal;

(f) access or use any information stored on or made available using the Software to which it is not entitled or authorised to use pursuant to a Contract; or

(g) disrupt or degrade the performance of the Software.

9. Third Party Software

9.1 Any Third Party Software or firmware supplied by AST will be subject to any terms or conditions, including any limitations on use, set out or referred to in the Contract or in such documentation or media on which the Third Party Software or firmware is supplied. The Customer shall, and shall ensure that its Users shall, comply with any such terms or conditions, including any 'click-wrap' licence, end user licence agreement or other licence terms under which the Software is provided, including any acceptable use policies. AST provides no warranties in respect of any Third Party Software or firmware.

10. Third Party Providers

10.1 The Customer acknowledges that the Software may be hosted by a third party cloud provider. The Customer shall comply with any terms and conditions relating to such provider as notified to the Customer from time to time.

10.2 The Customer acknowledges that the Software may enable or assist the Customer to access or interact with the content, products or services of third parties and that it does so solely at its own risk. AST makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to third party content, products or services or any transactions completed or any contract entered into between the Customer and any such third party.

11. SAAS Service Availability

11.1 AST will use reasonable endeavours to keep SaaS Services available for Users on a 24 x 7 x 365 basis.

11.2 Except for the express warranties set out in these Software Terms or elsewhere in the Contract, to the maximum extent permitted by law, the Software is provided on as "as is" and "as available" basis.

12. Third Party Advertising

12.1 AST may run advertisements and promotions from third parties through or in connection with the Software or may provide information about or links to third-party products or services. The Customer's dealings or correspondence with, or participation in promotions of, any such third parties, and any terms, conditions, warranties, or representations associated with such dealings, correspondence, or promotions, are solely between the Customer and the applicable third party. AST is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions or as the result of the

presence of such advertisers or third-party information made available through any Software.

13. Termination

13.1 Any breach of these Software Terms by the Customer shall constitute a material breach of the Contract under which the Software is supplied and shall entitle AST to terminate the Contract (to the extent it relates to such Software). A breach of these Software Terms may also cause irreparable harm to AST for which monetary damages may be inadequate and as such AST shall be entitled to seek injunctive relief (in addition to any other rights or remedies available to AST).

13.2 Upon expiry or termination of any Contract under which Software is or are provided, the Customer shall immediately cease to use the Software and AST shall revoke the Customer's and all User's access to the Software. Where the Customer has installed any Software on any Customer Hardware, it shall promptly remove it from its Customer Hardware and return to AST following expiry or termination for whatever reason.

13.3 Upon expiry or termination of a Contract under which SaaS Software is provided, AST shall be entitled to delete the Customer's account held by AST (including any information therein) save that Customer shall be given the opportunity to retrieve any Customer Content within thirty (30) days after the date of expiry or termination of the Contract.

14. Liability

14.1 AST shall have no liability to the Customer, and provides no warranty, in relation to any Third Party Software or firmware. The Customer's only remedy in respect of such Third Party Software or firmware shall be limited to, if applicable, any contained within the corresponding third party licence terms.

14.2 AST does not warrant that:

(a) the Customer's use of the Software will be uninterrupted or error-free;

(b) the Software will meet the Customer's requirements; or

(c) the Software will be free from vulnerabilities or Viruses.

14.3 AST is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

14.4 AST makes no representation or warranty that the Software is appropriate for accurate asset tracking in security or safety critical situations, including emergency services.

15. BareFLEET Terms

15.1 Where the Customer purchases access to the BareFLEET Software, the following terms shall also apply:

(a) AST makes no representation or warranty as to the accuracy of any data or information generated by the BareFLEET Software (or BareFLEET Products).

(b) Data transmitted between the BareFLEET Products and the online platform can be encrypted but it is the Customer's responsibility to ensure the appropriate settings for the BareFLEET Software are configured and verified by the Customer.

(c) The Customer will ensure all devices used to access the BareFLEET platform meet any minimum system prerequisites notified to the Customer. AST accepts no liability for: (i) any adverse effects on the runtime characteristics and/or feasibility and/or usability of operating systems, programs or other applications on the

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Customer's own devices; or (ii) the compatibility or interoperability of the BareFLEET platform with operating systems, programs or other applications, installed by the Customer on its devices or which are operated within the scope of an automatic update on the Customer's own devices.

(d) The Customer shall not use the BareFLEET Software for performance or stress tests and shall take suitable measures to ensure the BareFLEET Software is not overloaded.

(e) The BareFLEET platform represents a feedback channel to the gateways on the BareFLEET Products. Using this channel, Software updates can be conducted and product commands can be given. The transmission and execution of software or commands can lead to function errors or unexpected operating behaviour by the BareFLEET Products. Prior to installing updates or setting commands, these must be tested by the Customer for functionality, safety and security. The Customer must ensure the BareFLEET Products are in a secure status when executing changes, updates in the gateway software and devices connected with these. AST does not accept liability for damage caused through changes in the BareFLEET Software and/or through commands given.

(f) AST shall maintain remote access to the Customer's BareFLEET Software via its own credentials.

Schedule 5

Professional Services Terms

1. Introduction

1.1 These Professional Services Terms shall be incorporated into each Contract under which AST will supply any Professional Services, as specified in the Contract.

2. Professional Services

2.1 The Professional Services will conform in all material respects to the description of the Professional Services as stated in the Contract. The Customer's sole and exclusive remedy for breach of this paragraph 2.1 and/or Clause 4.1 of the Contract shall be for AST to re-perform any Professional Services which the parties agree have not been performed in accordance with the Contract.

2.2 AST shall perform the Professional Services:

(a) onsite or remotely via telephone, video conference call and/or email (as agreed);

(b) during Standard Business Hours; and

(c) based on standard AST methodologies,

unless otherwise stated in the Contract.

2.3 AST is entitled to replace its Personnel with other qualified Personnel during performance of the Professional Services.

3. Charges

3.1 Unless stated otherwise in a Contract, the Customer shall pay AST Charges for Professional Services calculated at AST's standard rates as amended from time to time (including for all time reasonably spent) and shall reimburse AST for all Expenses incurred by AST in the provision of the Professional Services.

3.2 Unless stated otherwise in a Contract, where a Contract provides a fixed Charge for Professional Services, the Charge will be based on a ten (10) hour day for the duration of the Professional Services on the assumption that the Professional Services will be completed by the date set out in the Contract and on the assumption that AST's standard hourly rates remain unchanged.

3.3 Where:

(a) the Customer requires additional time over and above the maximum time commitment on the basis of which any fixed Charge has been calculated;

(b) there is any delay in the performance or completion of the Professional Services or the solution by reason of a Customer Change; or

(c) there is any change to the scope of the Professional Services to be provided,

such a change shall be a Customer Change and the provisions of clauses 14.3 of the MPA shall apply.

3.4 Where AST is performing or has performed servicing or maintenance Professional Services in circumstances where it is established that the Third Party Products or Maintained Products are not in Good Working Order due to any of the Excluded Causes, AST may charge the Customer an additional fee, as agreed by the parties, in order to perform the relevant Professional Services.

3.5 AST shall be entitled to charge the Customer for any spare or replacement parts necessary to perform the Professional Services which AST agrees to supply.

3.6 Subscription Model: Some Professional Services may be based on a subscription model as described in the relevant Contract (i.e. recurring payments payable in advance). Where the Contract identifies a subscription model, the Customer will pay the relevant Charges in accordance with the payment terms set out in the

relevant Contract. If the Customer fails to pay the subscription Charges in accordance with the payment terms, AST shall be entitled to suspend (until payment is made in full) or to terminate the relevant Professional Services immediately on written notice to the Customer.

4. Acceptance

4.1 The Customer accepts that Professional Services shall be provided "as is" and shall be deemed to be accepted at the time of their performance, except as stated otherwise in the Contract.

5. Liability

5.1 Subject to clauses 9.1, 9.3 and 9.4 of the MPA, AST's total liability to the Customer in relation to any Professional Services (whether arising under contract, tort including negligence, statute or otherwise) in a Contract Year shall be limited to the Charges paid by the Customer to AST for those Professional Services in that Contract.

6. **Customer's Obligations**

6.1 If any Professional Services are to be performed Onsite, the Customer shall:

(a) ensure AST has access to the relevant premises, personnel, Products or other equipment on the agreed date(s) in order to perform the Professional Services and ensure such access continues without interruption or hindrance and that AST personnel are provided with an adequate and safe working space;

(b) take all measures required by Laws or which should otherwise be reasonably taken for the prevention of accidents on the premises and ensure that its personnel who are responsible for the health and safety of staff are present Onsite at all times during the performance of the Professional Services;

(c) make available, free of charge, all support that AST reasonably deems necessary in order to perform the Professional Services, including the making available of personnel, installations, machinery, plant, equipment and other tools as well as telecommunications services and utilities such as water and electricity;

(d) ensure any Products or other equipment to be installed by AST are safely secured Onsite and ready for installation in conformity with the standard practice and/or AST's instructions. Prior to commencement of the Professional Services, the Customer shall check the Products are complete and undamaged.

6.2 The Customer shall furnish AST with all documentation and other information required by AST in order to perform the Professional Services, including relevant technical data, logbooks, inspection reports, import and export licences and similar information.

7. Servicing and Maintenance of Maintained Products

7.1 The terms of this paragraph 7 shall apply where the Professional Services consist of ongoing servicing and maintenance of Maintained Products supplied by AST.

7.2 The Customer shall:

(a) ensure the Maintained Products are installed and kept at the Location, under suitable conditions, as may be specified in the Contract, and permit only trained and competent personnel to use them and follow any operating instructions as AST may give from time to time;

(b) notify AST promptly if the Maintained Products are discovered to be operating incorrectly;

(c) not allow any person other than AST to maintain, alter, modify or adjust the Maintained Products without the prior written approval of AST;

(d) not move the Maintained Products from the Location without the prior approval of AST (not be unreasonably withheld or delayed);

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(e) store any reserve equipment only in conditions approved by AST, and make this equipment available for periodic maintenance, as with all other Maintained Products;

(f) only use supplies or materials supplied or approved by AST in connection with the Maintained Products.

7.3 AST is not obliged to perform Excluded Maintenance on the Maintained Products.

8. Servicing and maintenance of Third Party Products

8.1 The terms of this paragraph 8 shall apply where the Professional Services consist of ongoing servicing and maintenance of Third Party Products.

8.2 The Customer shall:

(a) Ensure the Third Party Products are installed, operated and serviced in accordance with the manufacturer's instructions and any applicable regulatory requirements;

(b) store any reserve equipment only in conditions approved by the manufacturer, and make this equipment available for periodic maintenance; and

(c) only use supplies or materials supplied or approved by the manufacturer in connection with the Third Party Products.

8.3 AST is not obliged to perform Excluded Maintenance on the Third Party Products.

9. Termination of servicing and maintenance contracts

9.1 The Customer is entitled to terminate any Professional Services for the servicing and maintenance of Maintained Products and/or Third Party Products in the event that the relevant vessel upon which such Professional Services are performed is lost (scrapped or sunk). Such termination shall take effect at the end of the month following the month in which the Customer notifies AST that it wishes to terminate the Professional Services pursuant to this paragraph 9.1. AST shall be relieved of its obligation to perform the relevant Professional Services immediately upon receipt of such notice from the Customer.

9.2 If the Customer terminates any Professional Services pursuant to paragraph 9.1, the Customer shall not be required to pay any early termination fee or cancellation charge save that the Customer shall be liable to pay to AST upon demand: (i) any Charges which become due prior to the date of termination; and (ii) any costs of equipment already purchased or other expenses already incurred by AST in connection with performance or anticipated performance of the Professional Services.

10. Definitions

10.1 In these Professional Services Terms, unless the context otherwise requires, these terms will be given the following meanings:

"**Excluded Causes**" means:

(a) use of the Maintained Equipment with computer equipment or materials not supplied or approved by the manufacturer or AST (as the case may be);

(b) any maintenance, alteration, modification or adjustment performed by persons not approved by the manufacturer or in the case of Maintained Products by persons other than AST or its employees or agents without AST's written approval;

(c) the Customer or a third party moving the Maintained Product;

(d) the use of the Third Party Product or Maintained Product in breach of any of the provisions of the agreement under which the Third Party Product or Maintained Product was supplied;

(e) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Third Party Product or Maintained Product;

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(f) a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Third Party Product or Maintained Product, or an error or omission in the core use of such environment controls by the Customer or a third party;

(g) the neglect or misuse of the Third Party Product or Maintained Product; or

(h) the use of Unsupported Software.

"**Excluded Maintenance**" any servicing and maintenance services required to restore any malfunctioning or failed Third Party Products or Maintained Products to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes;

"**Good Working Order**" means the Maintained Product operates in accordance with its operating manual or specifications supplied by AST with the Product;

"**Location**" means the location of the Maintained Product, as set out in the Contract or as may be agreed by the parties in writing from time to time;

"**Maintained Products**" means the Products which are subject to the ongoing servicing and maintenance as identified in the Contract;

"**Onsite**" means at premises belonging to the Customer or from which the Customer performs its business activities;

"**Professional Services**" means any Product servicing and maintenance, project management, service management or other development, support, consultancy, customisation or other professional services to be provided by AST as specified in the Contract;

"**Standard Business Hours**" means 09:00 – 17:00 (local time) Monday to Friday excluding Bank Holidays unless otherwise specified in the Contract;

"**Third Party Products**" means products to be serviced and maintained by AST as identified in the Contract which are not supplied by AST; and

"**Unsupported Software**" software which is expressly not approved by AST or the manufacturer for use with the Third Party Product or Maintained Products.

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Schedule 6

Reseller Terms (For 'Reseller' this can also be 'Dealer')

1. Introduction

1.1 These Reseller Terms shall be incorporated into each Contract under which AST will supply any Hardware, Software, Airtime, Services or Deliverables to the Customer for re-sale by the Customer (who shall be referred to as the "**Reseller**" for the purposes of these Reseller Terms) to Dealers or End-Users, as specified in the Contract. No Customer may resell any Hardware, Software, Airtime, Services or Deliverables unless AST has expressly authorised the Customer to do so in writing. This written authority from AST shall form part of each Contract with the Reseller.

2. Reseller Terms

Flow Down Terms

2.1 The Reseller must ensure that any agreement between the Reseller and its Dealers or End Users pursuant to which the Reseller provides those Dealers or End Users with any Hardware, Airtime, Software, Services or Deliverables is consistent in all material respects with this MPA. In particular, the Reseller must ensure that it does not make any representation by or on behalf of AST in connection with any Hardware, Software, Airtime, Services or Deliverables except as expressly set out in this MPA.

Reseller Obligations

2.2 AST grants the Reseller a non-exclusive right to market the Hardware, Software, Airtime, Services and/or Deliverables in the territory or territories in which AST expressly authorises the Reseller to do so.

2.3 The Reseller undertakes to promote, market and offer the Hardware, Software, Airtime, Services and Deliverables for sale to the Reseller's existing Dealers and End-Users. The Reseller shall also use its best endeavours to develop new markets and Dealers and End-Users. The Reseller shall carry out such resell activities at its own risk, liability and cost.

2.4 The Reseller shall inform AST which of AST's Hardware, Software, Airtime, Services and / or Deliverables have been selected for resale and AST shall confirm in writing whether by way of the Contract or otherwise if AST agrees to allow the Reseller to resell such items.

2.5 Prices for the resale of the Hardware, Software, Airtime, Services or Deliverables shall be freely fixed by the Reseller.

2.6 The Reseller shall use all commercially reasonable endeavours to promote and market the Services, Software, Airtime, Hardware and Deliverables that the Reseller chooses to provide and to meet Dealer and End-User needs and expectations in a reasonable manner.

2.7 The Reseller must use the Services, Software, Airtime, Hardware and Deliverables in the manner described in any instructions issued by AST from time to time.

2.8 The Reseller shall ensure that Reseller's Dealers and/or End-Users comply with all of the obligations imposed on the Reseller under the Contract with regards to the use of the Hardware, Software, Airtime, Services and Deliverables. Without limiting the foregoing, the Reseller shall ensure that the Reseller's Dealers and End-Users comply at all times with applicable laws, rules and regulations governing the Hardware, Software, Airtime, Services and Deliverables, including for example all applicable licensing requirements, export/import restrictions, and other national laws of the countries/ regions in which Hardware, Software, Airtime, Services and Deliverables are to be used. AST accepts no liability in relation to any non-compliance of the above.

2.9 The Reseller agrees to provide all reasonable co-operation and information relating to any sales and marketing details requested by AST for the purposes of evaluation of the Reseller's performance under the Contract.

2.10 Annually, upon request from AST, the Reseller shall submit to AST a sales forecast of the volume of Hardware, Software, Airtime, Services, and Deliverables it expects to distribute over the next year. The forecast is for planning and evaluation purposes only and is non-binding.

2.11 It is the responsibility of the Reseller to provide its Dealers and End-Users with the appropriate levels of customer service for all Hardware, Software, Airtime, Services and Deliverables provided via AST.

2.12 In carrying out its responsibilities hereunder, the Reseller shall at all times conduct itself in an ethical,

lawful and professional manner, exercise its best efforts to achieve a high level of customer satisfaction, and do nothing to bring the reputation or goodwill of AST into disrepute.

2.13 The Reseller shall perform all accounting, billing and collection activities, and customer service requirements for its Dealers and End Users, and is solely responsible for all expenses related to the performance of such activities.

Dealer and End User Migration

2.14 In the event AST terminates any Contract with the Reseller as it is entitled to in accordance with their terms, AST may elect to migrate the Dealers and End Users to AST or another reseller of AST at AST's sole discretion. AST or the replacement reseller shall be responsible for notifying each Dealer or End User of the identity of the replacement supplier.

Warranties & Exclusion of Liability

2.15 The Reseller acknowledges that AST and its suppliers and licensors do not accept any duty of care or liability to their Dealers or End-Users in the connection or provision of, or failure to provide, the Hardware, Software, Airtime, Services or Deliverables, except in the case of fraud by AST or death or personal injury resulting from AST's negligence.

2.16 The Reseller hereby agrees to defend, hold harmless, and indemnify, to the fullest extent possible, AST, its Affiliates and their employees, officers, directors, agents and shareholders (each an "**Indemnitee**" and collectively "**Indemnitees**") from and against all liabilities, losses, damages, judgments, fines, amounts paid in settlement, expenses and costs of defence, including reasonable attorneys' fees and witness fees resulting from any claim, demand, suit, action, or proceeding, including actions by third parties and by any state or federal governmental authority arising out of or relating to:

(a) any loss, liability or cost arising from or in connection with a claim from any third party as a result of or in connection with the Reseller's failure to include, in any Dealer or End-User agreement, any provision which should have been included therein in accordance with the provisions of these Reseller Terms;

(b) any breach of these Reseller Terms by the Reseller, Dealer or End User;

(c) gross negligence, unlawful act or wilful misconduct, or intentional torts committed by the Reseller, Dealer or End User;

(d) the use, sales or distribution of Services, Software, Airtime, Hardware or Deliverables by the Reseller, Dealer or End User; or

(e) any third party intellectual property infringement claims arising out of or relating in any way with respect to any Intellectual Property Rights of the Reseller or its contractors or suppliers.

Intellectual Property

2.17 The terms upon which the Reseller may use AST's trade marks for the purposes of marketing Hardware, Software, Airtime, Services and Deliverables in accordance with these Reseller Terms are set out in Appendix 1.

2.18 Without limiting Clause 8.3, AST grants the Reseller a non-exclusive, non-transferable right to sublicence to its End Users the rights granted under Clause 8.3, but only to the extent necessary for those End Users to use the Services, Software, Airtime, Hardware or Deliverables provided under a Contract. Any such sublicence shall be subject to the same restrictions and limitations set out in this MPA.

Airtime Terms for Resellers

2.19 The Reseller will have access to the requested Airtime as from the time the Reseller receives the relevant international identification number (IMN, MSISDN, etc.) or notification of Airtime activation by AST (e.g. for VSAT Airtime).

2.20 AST will not accept applications:

(a) to add additional Airtime to any SIM card/Terminal which have been activated by another Reseller; or

(b) for the activation of Terminals under the maritime safety conditions if they do not have Global Maritime Distress and Safety System functions.

2.21 Where the Reseller is able to do so, it is the Reseller's responsibility to immediately suspend the Airtime and or deactivate or suspend any SIM or IMEI card if it or any Terminal is stolen or the Reseller becomes aware of any unauthorised, fraudulent or dangerous use. Where

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necessary, the Reseller shall immediately notify AST via the AST Portal (or by email if unavailable) in the event it is unable to suspend the Airtime. Notification of any suspension must be followed up in writing to AST and any usage, including fraudulent calls and those derived from SIM or IMEI card cloning will be chargeable howsoever caused, until such notification is received by AST or the action is completed via the AST Portal and suspension of the SIM or IMEI card and/or Terminal is confirmed by the Network Operator.

2.22 It is the responsibility of the Reseller to ensure that airtime Usage Alerts and Suspension levels are in place and accurately set. The Reseller shall remain liable for all charges that accrue should airtime Usage Alerts/Suspension levels not be in place or if airtime Usage Alerts/Suspensions fail for whatever reason including due to non-delivery of email or if the contents of such airtime Usage Alerts are not actioned by the Reseller.

2.23 The Reseller agrees to notify AST Customer Services immediately if it discovers that a SIM card has been lost, stolen, or has become unserviceable due to damage, or has been misused in any way. The Reseller shall, and where applicable shall request and ensure that the End-User, ceases to use any SIM card that is faulty, cloned or stolen. The Reseller shall remain liable for any such SIM card.

2.24 The Reseller shall request activation of the Airtime through the AST Portal. The activation will be carried out automatically. Any mistakes in the activation process shall be the responsibility of the Reseller.

2.25 In case of non-availability or non-applicability of the AST Portal, the Reseller shall fill in and send by email to their AST account manager the activation form(s) or end user airtime agreement relevant to the Airtime selected. Airtime activation will be carried out by AST no later than twenty-four (24) hours after receipt, by AST, of the written request for activation from the Reseller or in the timeframe specified for the Airtime e.g. for VSAT activations, in the Reseller where applicable.

2.26 For Inmarsat C Maritime Terminals, the Reseller shall include the "Inmarsat Terms and Conditions for Utilization of Space Segment by Ship Earth Stations and Land Mobile Earth Stations" and the "Inmarsat Registration for service activation of Maritime Mobile Earth Station" which are available at the following link: https://ast-networks.com/wp-content/uploads/2025/10/INM-C-Maritime-SARF-V3-Effective-March-2023-3.docx where applicable in all agreements with mobile earth stations/SIM card owners.

2.27 The Reseller can use the AST Portal (or if unavailable, send a request via email) to deactivate a specified SIM or IMEI card or Terminal or Airtime solution for, including but not limited to, the following reasons:

(a) failure of the End-User to comply with any applicable laws and regulations;

(b) termination of the Airtime contract between the End-User and the Reseller;

(c) in the event of a material breach of any obligations of the agreement between End-User and the Reseller, including but not limited to non-payment, unauthorised use or suspected fraud;

(d) default of payment obligations;

(e) insufficient credit balance on the SIM card;

(f) suspected fraud, unauthorised use or loss; or

(g) to avoid or correct degradation or impairment to the Service.

2.28 The Reseller may request the suspension of a SIM card/subscription.

2.29 The Reseller may action the suspension using the AST Portal (where available or applicable) or by email to their AST account manager (or dealer if not dealing directly with AST). If the suspension is to be carried out by AST, it will be completed no later than twenty-four (24) hours after receipt, by AST, of the request for suspension from the Reseller, or in the timeframe specified in the Contract where applicable.

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Definitions

2.30 All terms used in these Reseller Terms shall be interpreted in accordance with the Contract, unless the context otherwise requires.

"**Dealer**" means a company, organisation or individual who purchases Hardware, Software, Airtime, Hardware, Services or Deliverables from the Reseller and sells onto an End-User; and

"**End-User**" means a company, organisation or individual who subscribes to the Hardware, Software, Airtime, Services or Deliverables via the Reseller or a Dealer.

Annex A

Trade mark Licence

1. Definitions

"**Intellectual Property Rights**" shall mean:

(a) the trade mark(s) listed in Exhibit A ("**Trademarks**"), the property of which or the right to use of which belongs to AST or its licensors; and

(b) all other Intellectual Property Rights including copyrights such as but not limited to business name, logos, designs, and emblems.

2. Intellectual Property

2.1 This licence is personal to the Reseller and does not include any right for the Reseller to sub-licence or sell any Intellectual Property Rights to any third party.

2.2 AST shall keep all rights, titles and interests in and to all Intellectual Property Rights which Reseller is permitted to use by this licence, and Reseller shall not acquire any rights or interests therein.

2.3 The Reseller undertakes never to apply, register or try to register a trademark identical or similar to the Trademarks directly or indirectly during the validity of this licence.

2.4 The Reseller shall expressly recognise the rights of AST or any associated company in the Intellectual Property Rights and undertake to never raise any form of difficulty, directly or indirectly, in respect of the proprietorship of the Intellectually Property Rights.

2.5 The Reseller shall use the Intellectual Property Rights and any trade name, domain name or any other distinctive sign, whether or not registered, now or hereafter owned by AST or any mark or name similar thereto in accordance with the AST Branding Guidelines which are available on request. Please contact marketing@ast-networks.com.

2.6 The Reseller shall not use the Intellectual Property Rights, nor any similar rights for services to be provided or sold by Reseller, other than the AST Services, Airtime, Software, Hardware or Deliverables.

2.7 The Reseller shall comply with the Branding Guidelines and all directions given by AST or its "authorised representatives" concerning the use of the Trademark on all notepapers, invoices, correspondence, labels, packages, advertising matter and other media of all kinds issued by or employed by Reseller upon or in connection with the Services, Software, Airtime, Hardware or Deliverables, and shall submit to AST or its "authorised representatives" for prior approval samples which incorporate the Trademarks and more generally shall also refrain from any act which could affect the validity and reputation of the Trademarks.

2.8 The Reseller shall not alter, modify or make attachments to any Services, Software, Airtime, Hardware or Deliverables without the written consent of AST. In no event shall the Reseller alter or modify any Services, Software, Airtime, Hardware or Deliverables purchased hereunder, or the Intellectual Property Rights used in connection therewith by AST in such manner as will in any way infringe, impair, or lessen the validity of any of the Intellectual Property Rights.

2.9 The Reseller undertakes to sell the Services, Software, Airtime, Hardware or Deliverables in conformity with the Intellectual Property Rights listed in Exhibit A and in their original packaging.

2.10 If possible and applicable the Reseller shall not remove from the Services, Software, Airtime, Hardware or Deliverables any identifying Trademarks or Intellectual Property Right placed thereon by AST and shall not add any other sign on the Services and their packaging without the written approval of AST.

2.11 In order to ensure the proper use and good reputation of Intellectual Property Rights by Reseller, AST shall be entitled to inspect the Reseller in any place and at any time to ensure that the Services, Software, Airtime, Hardware or Deliverables as used by the Reseller comply with Branding Guidelines established by AST.

2.12 The Reseller shall immediately notify in writing AST of any improper or wrongful use, counterfeit, infringement or usurpation of the Intellectual Property Rights.

2.13 Upon receipt of the written notification, AST or any Affiliates that would be deemed more appropriate to

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act, shall take in its name all relevant measures to stop the improper or wrongful use, counterfeit, infringement or usurpation of the Intellectual Property Rights and the Reseller shall assist AST in its defence.

2.14 In the event of termination and/or cancellation of this licence the Reseller undertakes to immediately cease the use of the Intellectual Property Rights. The Reseller will provide with immediate effects to AST any existing elements mentioning and/or referring to the Intellectual Property Rights.

2.15 The expiration or termination of this licence shall not relieve Reseller of any obligations under this licence which is expressed to continue after expiration or termination of this licence.

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EXHIBIT A– Intellectual Property Rights

TRADEMARKS

AST

AST Enabling Global Connectivity

AST Networks

AST REYGAR
Part of AST Networks

AST OPTIMA

AST INTEGRA

SARIA
Powered by AST

IRAMS
Powered by AST

iRAMS
Intelligent Remote Asset Management System

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ASTSPARC

Satellite Positioning and Remote Control

BareFLEET

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Schedule 7

OneWeb Terms

1. Introduction

1.1 These OneWeb Flow Down Terms shall be incorporated into each Contract under which AST will supply any OneWeb software, services, airtime, hardware or deliverables ("**OneWeb Services**"), as specified in the Contract.

1.2 In these OneWeb Flow Down Terms "**OneWeb Approved Hardware**" means the OneWeb branded hardware and "**OneWeb Network**" means the OneWeb airtime network.

2. Flow Down Terms

2.1 The following provisions shall be incorporated by reference into the Contract between the Customer and AST:

Service Description - OneWeb Services

2.2 OneWeb Approved Hardware: OneWeb Approved Hardware shall be used solely with respect to the OneWeb Services and the site address of the OneWeb Approved Hardware may not be changed without OneWeb's consent.

2.3 Customer Support: AST will provide twenty-four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.

Customer Obligations

2.4 Customer shall provide AST with: (i) all required provisioning information to enable OneWeb to fulfil Customer's order for the OneWeb Services; (ii) all other necessary information for OneWeb and AST to resolve any other issues with Customer (including, without limitation, Customer's use of the OneWeb Services); and (iii) immediate notice of any suspected security breach of any Customer's system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Approved Hardware).

Licence Grant and Restrictions

2.5 Licence Grant: Customer hereby grants to AST, OneWeb and/or each of their respective affiliates an irrevocable, perpetual, non-exclusive, royalty–free (for no additional remuneration whatsoever) licence to any System Data in an anonymized manner for: (i) all purposes for which AST, OneWeb and/or each of their

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respective affiliates do business; (ii) use for purposes of product and service enhancements and/or developments; and (iii) use in any other commercial manner.

2.6 Restrictions: Customer shall not: (i) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service;
(ii) create or attempt to create a substitute/competitive product or service using the OneWeb Service under any circumstances; and/or (iii) permit either direct or indirect use of the OneWeb Service by any third party (except as expressly set forth in the Contract between Customer and AST).

2.7 OneWeb Intellectual Property Rights: All Intellectual Property Rights of OneWeb are deemed Confidential Information of OneWeb.

Representations and Warranties

2.8 General: Customer represents, warrants and covenants that: (i) it has obtained any necessary consents and permissions in order for the OneWeb Services to be provided as described herein (including, without limitation, obtaining the necessary consents and permission to provide personal information of its employees and contractors and/or other third party information, including personal data, to OneWeb); (ii) use of the OneWeb Service is for its own internal use and not for resale (or to be bundled) by Customer; and
(iii) all provisioning information (however submitted) of Customer is accurate, reliable and complete, and that Customer will update the provisioning information as needed on a timely basis.

2.9 Compliance with Laws: Customer represents, warrants and covenants to comply with all Laws (including, without limitation, anti-corruption Laws and all applicable export control laws and regulations) in connection with its performance under the Contract with AST, including, without limitation: (i) obtaining and/or maintaining all regulatory and legal licences and certifications, governmental or otherwise necessary for Customer's performance under the Agreement with AST; (ii) furnishing to AST all documentation legally

required in connection with the exportation or importation of the OneWeb Services; and/or (iii) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Hardware.

2.10 Sanctions: Customer represents, warrants and covenants to: (i) comply with all applicable Sanctions; and (ii) not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is:

(a) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK;

(b) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine;

(c) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (a) or (b); or

(d) otherwise the subject or target of Sanctions.

Termination and Suspension

2.11 In the event that AST's agreement between OneWeb and AST under which the applicable OneWeb Services are resold to Customer is terminated for any reason, then the Customer Contract shall immediately terminate unless otherwise agreed to in writing by OneWeb.

2.12 Notwithstanding anything in the Contract is to the contrary and in addition to AST's rights set forth in the Contract or under applicable Laws, AST may – at its option but subject to the direction of OneWeb – either immediately terminate the Contract or suspend the provision of the OneWeb Services under the Contract upon notice to AST in the event that AST and/or OneWeb determines, each in their sole discretion, that: (i) Customer has breached Sections (Licence Grant and Restrictions) and/or (Representations and Warranties); (ii) Customer does not have the necessary OneWeb Approved Hardware; (iii) Customer fails to pay fees when due under the Contract; and/or (iv) Customer has failed to comply with any provision of Section (Acceptable Use Policy) herein.

2.13 In cases of chronic, extreme or an ongoing violation of the AUP, as determined by OneWeb's sole discretion without notice, the OneWeb Approved Hardware and/or Customer's use of the OneWeb Service and the OneWeb Network may be suspended by OneWeb, temporarily or permanently, and the OneWeb Services may be terminated by OneWeb if AST fails to cause the OneWeb Approved Hardware and/or Customer to cure the violating conditions within five (5) days following a subsequent notification from OneWeb to AST of the same.

No Right of Indemnification Against OneWeb

2.14 Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defence obligations) from OneWeb.

Conditions and Limitations and Disclaimer of Warranties

2.15 Customer acknowledges and agrees that OneWeb and/or AST may: (i) share with each other any and all relevant information, including, but not limited to, Confidential Information of Customer relating to the Customer Contract and/or the OneWeb Services provided herein; and (ii) request Customer to take reasonable action against its end users or vendors directly to prevent a breach of the Customer Contract .

2.16 Notwithstanding anything contained in the Customer Contract to the contrary, AST, OneWeb and each of their respective affiliates shall not be liable to Customer, nor shall Customer make any claim against any of the foregoing parties, for: (i) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Hardware, the OneWeb Services and/or the OneWeb Network; and/or (ii) any acts or omissions of

AST, OneWeb and each of their respective affiliates made in response to:

(a) a violation or suspected violation of the AUP; or

(b) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the OneWeb Services).

2.17 The OneWeb Services, the OneWeb Network and the OneWeb Approved Hardware is provided "as is" and "as available" and, to the maximum extent permitted by applicable Law, AST and OneWeb disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, AST and OneWeb do not warrant that use of any or all of the OneWeb service, the OneWeb Network and/or the OneWeb Approved Hardware will meet Customer's requirements, be uninterrupted or error free.

Acceptable Use Policy

2.18 OneWeb's acceptable use policy for the OneWeb Services and the OneWeb Network is comprised of the following subsections 2.19, 2.20 and 2.21 below (collectively, the "**Acceptable Use Policy**" or the "**AUP**"):

2.19 Fair Access Policy: To ensure that all of OneWeb's distributors and each of OneWeb's (and its distributor's) customers and/or sub-distributors have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb has implemented a Fair Access Policy ("**FAP**"), which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. Customer agrees that OneWeb has the right to: (i) measure and monitor the OneWeb Network for upload and download activity; (ii) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Service or the OneWeb Network; and (iii) use other traffic management, shaping and prioritization at its discretion. Accordingly, Customer acknowledges and agrees that OneWeb may reduce data speeds at any time if any of the OneWeb Approved Hardware data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Hardware. If any Customer or the OneWeb Approved Hardware engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Service or the OneWeb Network, OneWeb is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Hardware and/or Customer can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Hardware and/or Customer transfer rate will last until the end of the then-current data allowance period for the OneWeb Services. If the OneWeb Approved Hardware and/or Customer again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb is again authorized to temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb in its sole discretion, based on the limits associated with the OneWeb Approved Hardware and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb's sub-distributors and each of OneWeb's (and its sub-distributor's) customers simultaneously using the OneWeb Network at any point in time. For the OneWeb Approved Hardware and/or Customer, excessive use includes, without limitation, the use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media and excessively large file downloads or uploads. Restriction of the transfer rate permitted to a particular OneWeb Approved Hardware and/or Customer as described above will reduce the speed at which such OneWeb Approved Hardware and/or Customer can upload and download data, but will not altogether prevent the use of the OneWeb Service and the OneWeb Network by such OneWeb Approved Hardware and/or Customer.

2.20 Content and Security: Customer acknowledges and agrees that: (i) access to the Internet and all messages/content through the OneWeb Services

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and/or the OneWeb Network is done so at Customer's sole risk and Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services and/or the OneWeb Network:

(a) for the security, confidentiality and integrity of such messages/content;

(b) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto; and/or

(c) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized),

and, with respect to the foregoing subsections (a)-(c), Customer shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (ii) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network and OneWeb Services, including, without limitation, the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (iii) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (iv) the Internet is an inherently insecure medium and understands that neither OneWeb or AST does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services or OneWeb Network; and (v) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Service and/or the OneWeb Network.

2.21 Prohibited Activities: As determined by AST or OneWeb (in either's sole discretion), and in addition to the foregoing paragraphs 2.19 and 2.20 above, Customer shall not undertake, or attempt to undertake any use of the OneWeb Network or AST Network and/or the OneWeb or AST Services in a manner that is: (i) inconsistent with the rights of other users of the OneWeb or AST Network and/or the Customer Contract ; and/or (ii) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:

(a) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited e-mail (commercial or otherwise);

(b) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libellous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;

(c) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;

(d) unauthorized monitoring of data or traffic on any network system;

(e) transmitting viruses and/or interfering or disrupting service to any other user, host or network;

(f) forging of any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting;

(g) relaying mail via another site's mail server without express permission of that site;

(h) impersonating any person or entity, including any OneWeb or AST employee or representative;

(i) disclosing passwords or other means for accessing the OneWeb or AST Service, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;

(j) using the OneWeb or AST Services or the OneWeb or AST Network in any jurisdiction where they are not licenced or authorized;

(k) avoiding fees or charges for the OneWeb or AST Services;

(l) using any VoIP service for forwarding US toll-free numbers internationally; and/or

(m) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb or AST Services and/or the OneWeb or AST Network.

Audit

2.22 Customer shall retain all books and records with respect to the Customer Contract for, at a minimum, the period of time such Customer is purchasing the OneWeb Services and for two (2) years after expiration of such period of time. AST shall have the right, at its expense, upon five (5) business days' advance written notice and during Customer's business hours, to examine Customer's books and records relating to the Customer Contract and/or the OneWeb or AST Services as AST shall reasonably consider necessary in order to verify its compliance with the Customer Contract , including, without limitation, its compliance with Section (Representations and Warranties).

Assignment

2.23 Upon written notice, the Customer Contract is freely assignable – without Customer's consent – to OneWeb or any of its affiliates.

Publicity

2.24 OneWeb and AST may use and publish Customer's trademark, tradenames, service marks, and/or logos in conjunction with its announcements and/or publications in the sale, distribution, or use of the OneWeb Services.

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Schedule 8

Data Processing Terms

1 In these Data Processing Terms, these terms shall have the following meanings:

(a) "**controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in Applicable Data Protection Law;

(b) "**Applicable Data Protection Law**" shall mean all data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, UK Data Protection Law;

(c) "**UK Data Protection Law**" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (as supplemented by section 205(4)) of the Data Protection Act 2018) (the "**UK GDPR**"); and (ii) the Data Protection Act 2018; and (iii) all other applicable data protection laws and regulations in force from time to time in the UK ;

(d) "**Restricted Territory**" means a country or territory to which a transfer of personal data or in which the processing of personal data is restricted under Applicable Data Protection Law and includes, where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations;

(e) "**Standard Contractual Clauses**" means any standard contractual clauses which are recognised under Applicable Data Protection Law to permit personal data to be transferred to or processing in a Restricted Territory and, where the UK GDPR applies, shall include the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**").

2 The Customer (as the controller or as a processor acting on behalf of a third party controller) appoints AST as a processor to process the personal data to which it is given access for the purposes of providing access to Software which is provided as a service or to provide Professional Services where AST is required to process personal data on behalf of the Customer pursuant to a Contract or where AST is required to process any personal data through the provision of the AST Portal (the "**Data**"). Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law. In no circumstances shall these Data Processing Terms apply to any personal data in respect of any airtime services or solutions or Hardware that may be supplied by AST pursuant to a Contract.

3 AST shall process the Data as a processor for the purposes of performing its obligations under each Contract, for the purposes that may be described in the Contract and in accordance with the documented instructions of the Customer (the "**Permitted Purpose**"), except where otherwise required by Applicable Data Protection Law. AST shall be entitled to rely on all instructions, authorisation, communication or consent received for or on behalf of the Client in connection with the performance of its obligations as a data processor under this MPA or a Contract.

4 AST shall ensure that any person that it authorises to process the Data (an "**Authorised Person**") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. AST shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

5 AST shall implement appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**"). At a minimum, such measures shall include the measures identified in the Security Policy.

6 AST shall not subcontract any processing of the Data to a third party subprocessor without the prior written consent of the Customer. Notwithstanding this, the Customer consents to AST engaging third party

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subprocessors to process the Data provided that: (i)

AST provides at least 30 days' prior notice of the addition or removal of any subprocessor (including details of the processing it performs or will perform); (ii) AST imposes data protection terms on any subprocessor it appoints that protect the Data to the same standard provided for by this Schedule; and (iii) AST remains fully liable for any breach of this Schedule that is caused by an act, error or omission of its subprocessor. AST shall maintain and provide updated copies of a list of approved subprocessors to the Customer when it adds or removes subprocessors in accordance with this Paragraph. If the Customer refuses to consent to AST's appointment of a third party subprocessor on reasonable grounds relating to the protection of the Data, then either AST will not appoint the subprocessor, or the Customer may elect to suspend or terminate the Contract without penalty. A list of approved subprocessors is set out at the end of this Schedule.

7 AST shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the Customer (at the Customer's expense) to enable the Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to AST, AST shall promptly inform the Customer providing details of the same.

8 If AST believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform the Customer. AST will provide the Customer (at the Customer's cost) with all such reasonable and timely assistance as the Customer may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

9 Upon becoming aware of a Security Incident, AST shall inform the Customer without undue delay and shall provide all such timely information and cooperation as the Customer may require in order for AST to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. AST shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep the Customer informed of all developments in connection with the Security Incident.

10 Upon termination or expiry of a Contract AST shall destroy or return to the Customer all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing) in respect of that Contract. This requirement shall not apply to the extent that AST is required by any UK or EU (or any EU Member State) law (as appropriate) to retain some or all of the Data, in which event AST shall isolate and protect the Data from any further processing except to the extent required by such law.

11 AST shall permit the Customer (or its appointed third party auditors) to audit the Customer's compliance with these Data Processing Terms, and shall make available to the Customer all information, systems and staff necessary for the Customer (or its third party auditors) to conduct such audit. AST acknowledges that the Customer (or its third party auditors) may enter its premises for the purposes of conducting this audit, provided that the Customer gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to AST' operations. The Customer will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) the Customer believes a further audit is necessary due to a Security Incident suffered by AST. Where AST has appointed a third party auditor to assess any of its technical or organisational measures to protect against personal data breaches for the purposes of any industry certification or otherwise, AST may share a copy of the auditor's certificate or report, in lieu of providing other information or allowing for other audits by the Customer or another auditor.

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12 AST shall not permit any processing of Data in a Restricted Territory unless: (i) AST first puts in place adequate transfer mechanisms to ensure the transfer is in compliance with Applicable Data Protection Law; or (ii) AST is entitled to rely on a permitted derogation under Applicable Data Protection Law in order to transfer the Data to a Restricted Territory, which may include circumstances where the transfer is necessary for the establishment, exercise or defence of legal claims. For the purposes of paragraph (i), adequate transfer mechanisms may include transferring Data to a recipient that has executed Standard Contractual Clauses.

13 Where the Customer is located in a Restricted Territory, the Customer shall enter into Standard Contractual Clauses to allow AST to transfer Data to the Customer pursuant to a Contract.

14 For the avoidance of doubt, if each of the parties are located outside of the United Kingdom and the European Economic Area, then UK Data Protection Law shall not apply to any transfer of personal data between the parties.

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List of Approved Subprocessors

Subprocessor or category of subprocessor	Location	Processing activities
Amazon Web Services	Washington, USA	Hosting services
E-mail compression service providers	California, USA	OnsatMail - email compression services where purchased by a Customer
White label 3rd party software portal provider	Colorado USA, Dorset UK, NSW Australia, Queensland Australia	Application layer for storage and processing of asset tracking data for IRAMS.
Microsoft Azure	Washington, USA	Cloud data backup services, hosting services for MyASTPortal and AST's billing system.
AST Group entities	As referred to in clause 19	Login credentials, contact details etc.
Modern Drive Technology GmbH	Germany	Hosting services for the BareFLEET Software
ConnectWise, LLC	USA (hosted in various AWS data centres)	Ticketing system and customer support data management
Oracle Corporation UK Ltd	London UK, Newport UK, Amsterdam Netherlands, Frankfurt Germany	CRM and ERP data processing

For the avoidance of doubt the AST Group acts as a controller with respect to the processing activities as described in the AST privacy notice