

## **Standard Terms and Conditions (Harris Salam – Qatar)**

### **1. DEFINITIONS**

- 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

Acceptable Use Policy	means HARRIS SALAM's Acceptable Use Policy as set out in Exhibit C.
"Agreement"	means this Master Services Agreement and the Service Agreements;
"Beam(s)"	means the beams in which the Transponders are grouped;
"Commencement Date"	means the service start date or the service activation as stated in a Service Order or as notified by HARRIS SALAM, which date shall not be later than 30 days from the Execution Date unless otherwise agreed in writing by HARRIS SALAM;
"Confidential Information"	means all trade secrets, Intellectual Property Rights, information, lists, software, data, price, designs, programs, documents and intelligence, whether in machine readable, visually readable or other form, which are the property of the Customer or HARRIS SALAM (including HARRIS SALAM Companies or its supplier or Satellite Operator), and which are not accessible or known to the general public, except that the following shall not be considered "Confidential Information": <ul style="list-style-type: none"><li>(a) information which is in the public domain other than by the recipient's breach of this Agreement or any confidentiality agreement;</li><li>(b) information which was previously known to the recipient party, as established by written records of the recipient party, prior to receipt from the other party;</li><li>(c) information which was lawfully obtained by the recipient party from a third party under circumstances which caused the recipient party to reasonably believe that such disclosure and use was lawful; and</li><li>(d) information which was developed independently by the recipient party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the other party.</li></ul>
"Customer Equipment" or "Customer Provided Facilities"	Provided means the equipment and/or earth station facilities to be used in the utilisation of the Service being either (a) provided by the Customer for the use in the utilisation of the Service; or (b) provided by a third party under a contract with Customer subject to Clause 8.10; or (c) the equipment purchased by the Customer from HARRIS SALAM;
"End User(s)"	means the end user of the Customer who actually uses the Service;
"Equipment"	means the equipment provided by HARRIS SALAM to the Customer either on rental or sale terms, as stated and listed in a Service Order. If the Customer rents the Equipment from HARRIS SALAM, then the Equipment Rental Terms and Clause 3A shall apply, and if the Customer purchases the Equipment from HARRIS SALAM, the Equipment Purchase Terms and Clause 3B shall apply;
"Equipment Rental Terms"	means the terms and conditions prescribed by HARRIS SALAM (as attached in Exhibit A herein and updated from time

	to time) and which are applicable to the rental of Equipment by the Customer;
"Equipment Purchase Terms"	means the terms and conditions prescribed by HARRIS SALAM (as attached in Exhibit B and updated from time to time) and which are applicable to the purchase of Equipment by the Customer;
"Force Majeure Event"	means an act, omission or circumstance over which that a Party could not reasonably have exercised control, including, but not limited to, acts of God, acts or omissions of government, strikes, lockouts, riots, acts of war, war (declared or undeclared), acts or threatened of terrorism, adverse weather conditions, meteorological/ atmospheric occurrences or disturbances (including sun outbursts, sun outages and electromagnetic storms), satellite failure, interference or loss, transponder failure or loss, solar flares, sun outages, damage caused by space debris, epidemics, earthquakes, flood, typhoon, heavy storms or other natural disasters, labour disputes, quarantines, embargoes, acts or omission of third parties and governmental regulations imposed after the Commencement Date. For the avoidance of doubt, the failure of any Customers Provided Equipment or Facilities shall constitute a Force Majeure Event to HARRIS SALAM;
"Intellectual Property Rights"	means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and proprietary confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing;
"Insolvency Event"	means when the Customer institutes, or a third party institutes against the Customer any action or proceeding, whether voluntary or compulsory, which has an object or may result in the winding up of the Customer (other than a voluntary winding up by members for the purpose of reconstruction or amalgamation), or the Customer is placed under official management or enters into a compromise or other arrangement with its creditors or any class of them or an administrative receiver or an administrator or receiver is appointed to carry on the Customer's business or to take control or possession of any of its assets for the benefit of its creditors or any of them, or the Customer cease to carry on with its business;
"Master Services Agreement" or "MSA"	means this master agreement which is applicable to the provision of the Services (as updated and amended from time to time by HARRIS SALAM);
"One Time Charge"	means the one-time fee payable upfront in advance upon signing of a Service Order which may include <i>inter alia</i> Service activation fee, line deposit, line configuration fee, Security Deposit and any other fee (as applicable) as specified in the Service Order;
"Outage Credits"	means the service outage credits provided by HARRIS SALAM subject to the terms and conditions stated in the SLA;
"Out of Scope Work"	

		any work that is necessary to provide a Service or necessary to enable proper operational condition of a Service at a location, or any work that Customer requests HARRIS SALAM to perform that is not included as part of the relevant Service offering under the applicable Service Agreement (e.g. extensions of demarcation zones, provision of additional equipment, provision of hot or cold spares.)
"Rental Charge"		means the rental charge for the Equipment rented from HARRIS SALAM by the Customer;
"Satellite"		means the satellite used for a particular Service;
"Satellite Agreement" or "SOA"	Operator	means the agreement and service order entered by HARRIS SALAM with the Satellite Operator for the use of the Satellite (including any modification and amendments thereto);
"Security Deposit"		means the security deposit for the Service (and includes the Security Deposit payable for Equipment Rental, if applicable) as specified in a Service Order, and applicable in accordance with Clause 6.3 herein;
"Service(s)"		means the provision of satellite and/or internet bandwidth (where applicable) for transmission or retransmission of telecommunications traffic (including but not limited to satellite uplink or downlink and any managed services) within the transmission parameters or standards or specification in accordance with the applicable service levels or operational requirements as more specifically described in the Service Orders for the duration of the Service Term using facilities owned and/or operated by HARRIS SALAM and/or third parties contracted by HARRIS SALAM and subject always to the Service Agreement;
"Service Agreement(s)"		means the Service Order and the attachments to the Service Order which may include inter alia (1) the transmission parameters, service standards or specifications, service information (2) applicable service attachment(s) (3) the operational requirements (4) SLA (where applicable) and (5) any special terms and conditions, as the case maybe. The Service Agreement is subject to the terms and conditions of this GT&Cs;
"Service Fees"		means the monthly recurring fee or charge payable by the Customer, for the use of Service(s) specified in a Service Order;
"Service Term"		means the duration of the Service as specified in a Service Order, commencing from the Commencement Date and ending on the Service end date;
"Service Order"		means HARRIS SALAM's service order in the format provided by HARRIS SALAM (as updated and revised from time to time by HARRIS SALAM);
"SLA"		means HARRIS SALAM's standard service level agreement and where applicable, the extended service level agreement (as set forth in Exhibit D);
"HARRIS Company(ies)"	SALAM	means any parent company of the contracting HARRIS SALAM entity or any of its affiliated or commonly controlled entities or subsidiaries;
"HARRIS SALAM Group"		means HARRIS SALAM and its holding, subsidiaries and affiliates, including its officers, employees, agents, partners and shareholders of HARRIS SALAM and/or any of the entities in the HARRIS SALAM Group);

"HARRIS SALAM Provided Equipment" or "HARRIS SALAM Provided Facilities"	means the equipment including earth station and other transmission equipment which is the property of HARRIS SALAM or which HARRIS SALAM permits to be used for the purposes of providing the Services;
"Taxes"	means all applicable taxes including GST (Goods and Services Tax), VAT (Value Added Tax), sales tax, withholding tax, duties and levies imposed by any authority, government body or agencies;
"Telecommunications Traffic"	includes but not limited to sounds, images, data or signals which are transmitted or received by the Customer or HARRIS SALAM (as applicable) through the Service;
"Territory"	means the territory as specified in a Service Order;
"Term"	means the term of this MSA as described in Clause 4 herein or as extended or terminated in accordance with this Agreement;
"Termination Fee"	means the amount equivalent to the Service Fees due and payable for the remainder of the Service Term (including Extension Term(s), where applicable) (with a maximum Termination Fee equal to 3 months of Service Fees);
"Transponder(s)"	means the transponder(s) used to provide a Service.

1.2. In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number include the plural and vice-versa;
- (b) words denoting a gender include every gender;
- (c) words denoting natural persons include bodies corporate and unincorporated;
- (d) reference to clauses or appendices is to clauses or appendices to this Agreement;
- (e) references to any statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing any of them from time to time;
- (f) headings to the clauses of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement; and
- (g) where a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (h) in the event that any terms or conditions of this Agreement conflicts with the terms and conditions of the schedules, appendices or any other document, now or hereafter agreed or determined, the terms of this Agreement shall prevail unless the language of such document unequivocally and expressly states the terms of such document are to prevail over this Agreement.
- (i) wherever in this Agreement, provision is made for the giving of notice or consent by any person, unless otherwise specified such notice or consent shall be in writing and the word "notify" shall be construed accordingly;
- (j) a reference to this Agreement or any other written document is a reference to this Agreement or that other written document, as amended, varied, novated or substituted from time to time;
- (k) In this Agreement, unless the context otherwise requires, references to "day(s)" means a twenty four (24) hour period as in calendar day. References to "business day(s)" or "working day" means a day on which commercial banks are open for business in the country in which the HARRIS SALAM contracting entity is incorporated (other than Saturdays, Sundays and public holidays) unless otherwise expressly stated in the Agreement; and
- (l) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or part thereof.

## **2. PROVISION OF SERVICES**

- 2.1 Service Agreement. HARRIS SALAM shall provide the Services to the Customer in accordance with the terms as set out in a Service Agreement, requirements set by the Satellite Operator under the SOA (where applicable) and subject to the terms and condition stated herein.
- 2.2 The Customer Satellite. Customer acknowledges and agrees that HARRIS SALAM may at any time during the Term, replace the Satellite currently being used to provide the Services with another satellite, provided that such replacement satellite shall have substantially comparable footprint coverage, frequency range(s) and power level(s) as that of the current Satellite (the "Replacement Satellite") and HARRIS SALAM may migrate Customer to the Replacement Satellite by giving advance notice of fourteen (14) calendar days to the Customer. Subject to those limited warranties set forth in the SLA, HARRIS SALAM makes no warranty or representation, express or implied, (i) that the Satellite and Replacement Satellite will operate or continue to operate as a successful operating satellite, and (ii) that the Satellite and the Replacement Satellite will be free from technical problems and/or failure, and as a result, remain available to the Customer throughout the Term of this Agreement.
- 2.3 Upgrade Network. HARRIS SALAM shall be entitled to upgrade the network at any time with notice to the Customer, and Customer hereby agrees to perform the corresponding hardware changes at its own cost. In an Equipment Rental arrangement, HARRIS SALAM may provide necessary replacement hardware to Customer and Customer shall on its own cost perform the hardware changes in accordance with HARRIS SALAM's instructions.
- 2.4 Troubleshooting. HARRIS SALAM shall be entitled at any time, to conduct troubleshooting measures in order to rectify any problems faced in the provision of the Services and the Customer shall have no claim against HARRIS SALAM for any downtime resulting from such troubleshooting exercise(s). Harris Salam will endeavour to provide as much notice as practicable.
- 2.5 Right to Intercept. Customer acknowledges and agrees that HARRIS SALAM reserves the right to intercept the Service and any communication of the Customer, including the right to disclose information and data, if and only if requested by a government or regulatory authority and only to the extent so required by applicable law.
- 2.6 Engineering services. If HARRIS SALAM is required to provide engineering services, Customer will be subject to additional charges based on the working hours (man-day rates) of the respective jurisdiction of the Remote Site and the specific terms stated in a Service Agreement.

## **3. EQUIPMENT**

### **3A. EQUIPMENT RENTAL**

Equipment Rental Terms. In addition to the Services, HARRIS SALAM may also provide Equipment on Rental basis subject to a Rental Charge, Security Deposit and other terms set out in the Service Agreement and the Equipment Rental Terms.

- 3B. EQUIPMENT PURCHASE** Customer shall be solely responsible for procuring, at its own cost and expense, any equipment, terminal, software and facilities that are required to enable connectivity to the Services and shall pay for the price of such Equipment ("Equipment Purchase Price"). Where applicable, the Customer may be required to execute and enter into a separate Equipment Purchase Agreement with HARRIS SALAM. Customer agrees that the Equipment purchase shall be subject to the Equipment Purchase Terms, if the Parties do not enter into a separate Equipment Purchase Agreement. Unless otherwise agreed by the Parties and unless the Customer has obtained a pre-approved credit account with HARRIS SALAM, such Equipment Purchase Price is payable upfront before delivery. Customer shall notify HARRIS SALAM if any changes or modification to the equipment or uplink sub-systems adversely affect the Satellite or HARRIS SALAM's earth station,

and HARRIS SALAM may in its absolute discretion and without liability to the Customer, discontinue the Services.

### **3C. CUSTOMER PROVIDED EQUIPMENT**

The Customer shall at its own cost deliver Customer Provided Equipment to HARRIS SALAM. Where necessary HARRIS SALAM shall install Customer Provided Equipment for use in providing the Service at the costs and expenses of the Customer. The Customer Provided Equipment shall at all times remain at the risk of the Customer and shall be used by HARRIS SALAM with reasonable care. The Customer hereby warrants that the Customer Provided Equipment is in good order and condition and functions according to its specification.

### **4. TERM**

Unless terminated in accordance with this Agreement, this MSA shall come into force on the Execution Date and continue to remain in force until the expiration or termination of a Service Term. Thereafter, the Service Term shall automatically renew for successive periods of twelve (12) months each (each, an "Extension Term"), unless terminated by either party upon notice to the other by giving prior written notice of not less than thirty (30) days before the expiry of the Extension Term. Notwithstanding the foregoing, this MSA shall continue to apply to any Service Agreement so long as such Service Agreement remains in effect.

### **5. INTELLECTUAL PROPERTY RIGHTS**

HARRIS SALAM owns or is licensed to use the Intellectual Property embedded in the Services and the Equipment. Unless otherwise expressly agreed in writing, the Customer is not granted any express or implied licences relating to Intellectual Property Rights. Any unauthorized use of the Intellectual Property Rights of the Service and the Equipment shall constitute a material breach of this Agreement which shall entitle HARRIS SALAM to the remedies stated in this Agreement and under the applicable law. Notwithstanding anything to the foregoing, Customer agrees and undertakes to hold harmless and indemnify HARRIS SALAM against any claims, losses, costs and damages arising or incurred as a result of any infringement of the Intellectual Property Rights of the Services and the Equipment.

### **6. PAYMENT**

- 6.1 In consideration for the Services rendered, the Customer shall pay HARRIS SALAM (a) the One Time Charge on the date of placing a Service Order (b) the Service Fees upon the successful activation of the Service which shall be the Service start date as stated in the Service Order or as notified by HARRIS SALAM (c) any other fees as specified in the Service Agreement. The Service Fees shall be invoiced monthly in advance and are due and payable in advance, no later than the 1<sup>st</sup> business day of each service month. If it is expressly stated in a Service Order that the Services is subject to monthly usage limits, then any usage over and above the specified limits shall be considered "excess usage" and shall be subject to additional fees or charges as specify by HARRIS SALAM.
- 6.1A If HARRIS SALAM is required to perform any Out of Scope Work due to missing or incomplete Customer-provided information or due to Customer's failure to provide information in a timely manner, or due to Customer's failure to prepare a location adequately for Service delivery, then Customer will pay HARRIS SALAM for such Out of Scope Work in accordance with a written good faith cost estimate provided by Harris Salam.
- 6.2 In consideration of the Equipment provided by HARRIS SALAM, Customer will pay either the Rental Charge or the Equipment Purchase Price (as applicable) stated in the Service Order and subject to the terms in Clause 3A or 3B herein as the case may be.

6.3 HARRIS SALAM will be entitled to deal with the Security Deposit in the following manner (as it deems fit):-

- (a) apply the Security Deposit in payment of Service Fees for the first month of the Service Term in advance;
- (b) apply the Security Deposit in reduction of the Service Fees payable for the last month of the Service Term; and/or
- (c) In the event of a default or breach on the part of the Customer of its obligations under this Agreement, any Security Deposit which has not been previously applied in accordance with this clause may be applied against unpaid Service Fees.

HARRIS SALAM shall refund the Security Deposit (or so much of the Security Deposit as has not been applied by HARRIS SALAM in reduction of Service Fees in accordance with clause 6.3 (a) (b) (c) above) to the Customer on the termination or expiration of this Agreement provided that the Customer has paid to HARRIS SALAM all Service Fees and other fees, charges and interest which may become due and payable by the Customer to HARRIS SALAM. In addition, HARRIS SALAM may require the Customer to increase the amount of the Security Deposit held by HARRIS SALAM or require a further Security Deposit from the Customer of a reasonable amount at any time if:

- (aa) In the reasonable opinion of HARRIS SALAM, the Customer's financial circumstances have substantially changed since the Customer entered into this Agreement; and
- (bb) The Customer has defaulted on timely payment of two or more invoices.
- (cc) HARRIS SALAM has used the Security Deposit to pay any outstanding Service Fees or Rental Charge.

In addition to receiving a Security Deposit, HARRIS SALAM shall also be entitled to require the Customer to provide a bank guarantee to HARRIS SALAM securing payment of Service Fees on or before the Commencement Date. HARRIS SALAM will return the bank guarantee to the Customer after the termination or expiration of this Agreement provided that the Customer has fully paid all Service Fees, any other fees or charges and interest due pursuant to this Agreement. It is further agreed that, HARRIS SALAM may require the Customer to increase the amount of the bank guarantee held by HARRIS SALAM or to provide a further Bank Guarantee of a reasonable amount in the same circumstances as are described above. HARRIS SALAM may enforce and draw down the bank guarantee if an event of default occurs to satisfy outstanding service fees.

6.4 Unless stated otherwise in the Agreement, any other non-recurring charges related to a Service Agreement are due and payable within 30 days from the date of HARRIS SALAM's invoice (which shall be issued in advance).

6.5 Customer shall make all payments (i) in the currency as specified in the Service Agreement without offset, deduction or withholding and (ii) by bank wire transfer to such bank account as HARRIS SALAM may designate by notice to Customer. In addition, Customer shall be responsible for any and all transfer, exchange, or other similar charges. All payments shall be deemed to be made only upon HARRIS SALAM's receipt of collected funds. HARRIS SALAM may apply any payment made by Customer to any outstanding amount that may be due under the Agreement, or any other agreement between Customer and HARRIS SALAM (or any of the HARRIS SALAM Company), regardless of any designation of payment that Customer makes.

6.6 Any payments due from Customer and not received by HARRIS SALAM on the due date shall be subject to a delinquency charge (liquidated damages) at the rate of 2% per month on such overdue amount calculated from the due date until the actual payment in full is received by HARRIS SALAM. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing as of the Execution Date.

6.7 If any payment required under this Agreement has not been received by HARRIS SALAM by the payment due date, HARRIS SALAM may serve by electronic mail, a formal demand for payment to be made within seven (7) days from the date of the demand and may at its discretion suspend the provision of any Service (in whole or in part) under this Agreement without any further notice to the Customer. In the case where payment remains outstanding for more than fourteen (14) days from

the date on which HARRIS SALAM becomes entitled to suspend any Service, HARRIS SALAM shall have the right to terminate this Agreement forthwith.

- 6.8 Notwithstanding anything to the contrary, HARRIS SALAM reserves the right to (a) adjust the Service Fee or any other fees payable under the Service Agreement from time to time at its discretion whenever the Satellite Operator or its supplier or service provider adjust their fees or charges; and (b) change the currency used in the Service Agreement or denominate the currency used in the Service Agreement to another foreign currency, at any time, by giving a minimum 30 days' notice to the Customer in writing.

## **7. TAXES**

The Customer shall pay and shall indemnify HARRIS SALAM in respect of all Taxes, (other than HARRIS SALAM's corporate income tax) which may be assessed against HARRIS SALAM or the Satellite Owner by any government authority in respect of this Agreement. If any supply by HARRIS SALAM under this Agreement is subject to GST then HARRIS SALAM may in addition to Service Fees, the Equipment Purchase Price, rental fees or any other charges or fees under this Agreement, recover the GST amount from the Customer. The GST amount shall be payable by the Customer to HARRIS SALAM at the time the One Time Charge, Service Fees, Rental Charge, Equipment Purchase Price and any other charges or fees are payable under this Agreement.

## **8. CUSTOMER's OBLIGATIONS AND USE**

- 8.1 Local Licences. Customer shall acquire, obtain and validly maintain any government or other regulatory body licences, permits or approvals (as the case may be) necessary for the use of the Service in the Territory, and shall indemnify and hold HARRIS SALAM harmless against any cause of action or claim that may arise out of Customer's failure to obtain or maintain such licences, permits or approvals. Notwithstanding the foregoing, HARRIS SALAM may (but not obligated to) assist in the provision of local licenses in certain countries and where such assistance is rendered, extra charges shall be payable by Customer on a cost plus administration fee basis;
- 8.2 Facilities. Customer shall ensure that stable power supply, air conditioned equipment room facilities and cables free from harm, are available at all times for the purpose of storing the Equipment including the Customer Provided Equipment, and shall not in any way obstruct the antenna or any other items constituting the Equipment including the Customer Provided Equipment;
- 8.3 Prohibited Use. Customer shall NOT use the Service and/or Equipment for any purpose prohibited under applicable law. Customer understands that transmission of any material in violation of local law and/or applicable regulations is prohibited, including without limitation, any copyrighted material, threatening or obscene material and material protected by trade secret or Intellectual Property Rights that belongs to third party.
- 8.4 Reselling. Customer shall not be permitted, without HARRIS SALAM's express prior written consent, to use, re-sell, lease or supply HARRIS SALAM goods and services to any individual, business entity or in any country that is blocked or embargoed under the United States Special Designated Nationals list, United Kingdom Treasury list or any other equivalent list.
- 8.5 Permitted Use. Customer shall comply with the all operational requirements and with all applicable governmental laws, rules and regulations, including any restrictions on Customer's receipt of the Service applicable in any country in which Customer uses this service.
- 8.6 Frequency Assignments. The entity that operates the Satellite on which the Service is rendered ("**Satellite Operator**"), may change frequency allocations associated with a Service. The Customer, under instruction from HARRIS SALAM, is responsible to reconfigure all Customer Provided Facilities to enable transmission to and reception from the Satellite at the new frequency assignment.



- 8.7 Customer Terrestrial Facilities. Unless otherwise specified in the Service Agreement, Customer, shall be responsible for the provision, installation, operation, maintenance of, and for securing all necessary licenses and/or authorisations for all Customer-Provided Facilities for transmitting signals to, or receiving signals from, the Satellite in accordance with the requirements of the Satellite Operator. Customer will configure, equip and operate its transmit facilities so that the interface of these facilities, in outer space, with the Satellite shall conform to the characteristics and technical parameters of the Satellite. Customer will follow the Satellite Operator's procedures for initiating or terminating any transmission to the Satellite. Customer will operate all transmit facilities in a manner that allows for cessation of, and will cease, transmission immediately upon receiving notice from either HARRIS SALAM or the Satellite Operator under Clause 14.6 below. Customer will furnish such information regarding the technical parameters of its transmissions as may be required by HARRIS SALAM or the Satellite Operator prior to commencing, during, and upon the conclusion of any transmission to the Satellite.
- 8.8 Non-interference and Use Restrictions. Customer will follow established practices and procedures for frequency coordination and will not use the Service, or any portion thereof, in a manner which would or could be expected to, under standard engineering practice, harm the Transponder or interfere with the use of or harm any portion of the Transponder that is not assigned to Customer, any other Transponder, the Satellite, or any other in-orbit satellite or transponder on such satellite. Customer will not cause, whether directly or indirectly, the Improper Illumination of the Transponder and/or any other transponder, satellite or space segment. **"Improper Illumination"** includes transmissions at excessive power levels or any illumination which can cause harm or interference to the Transponder, or any other transponder, space segment and/or satellite.
- 8.9 Transmission Plan. If required by HARRIS SALAM, no later than ten (10) days prior to the Service Commencement Date, Customer shall provide HARRIS SALAM with a transmission plan (the "Transmission Plan") which complies with the operational requirements. Customer must have HARRIS SALAM's written approval of the Transmission Plan, which approval shall not be unreasonably withheld or delayed, prior to, and as a condition to, Customer's commencement of use of the Service. If specified in the Service Agreement, HARRIS SALAM will charge a Non-Recurring Connection Fee. Customer shall also be permitted, subject to HARRIS SALAM's prior written approval, to modify the Transmission Plan from time to time; provided, however, that any such changes to the Transmission Plan may require additional Non-Recurring Connection Fees in accordance with HARRIS SALAM's then-current rates for such fees. Unless otherwise set forth in the Service Agreement, or otherwise approved by HARRIS SALAM, all transmissions must be in digital format. HARRIS SALAM's approval of a Transmission Plan shall not constitute, nor does HARRIS SALAM make, any representation, warranty, or covenant regarding the efficacy of the use of any number of carriers or other alternative uses of the Service.
- 8.10 Customer Uplink Providers. Customer may contract with third parties other than HARRIS SALAM to transmit its signals to, or receive its signals from, the Satellite; provided, that Customer requires its contractors to comply with all of the requirements of the Service Agreement regarding transmissions to, or reception from, the Satellite and makes HARRIS SALAM a third party beneficiary (or to the extent that it may be required for enforceability, gives HARRIS SALAM direct privities) entitled to enforce said agreement. If Customer retains third parties as permitted by the previous sentence, these third parties' facilities shall be deemed to be Customer-Provided Facilities and the acts and omissions of these third parties in connection with the transmission or reception of Customer's signals shall be deemed to be the acts and omissions of such third parties and of Customer.
- 8.11 Third Party Use. Without implying any right of Customer to permit any third party use of a Service, Customer shall be responsible to HARRIS SALAM for any third party use or transmissions permitted by Customer to the same extent as Customer would be for its own use or transmissions and references in the Agreement with respect to Customer's responsibilities to HARRIS SALAM regarding Customer's use or transmissions shall be interpreted accordingly.

- 8.12 Relocation. Customer shall not relocate the Equipment without HARRIS SALAM's prior written approval. Customer agrees that it shall bear all direct and/or incidental costs arising from such relocation. Customer shall ensure that the relocation is conducted and carried out by suitably trained personnel as verified by HARRIS SALAM.
- 8.13 Compliance with Law. Customer shall observe and comply with the relevant laws, regulations, orders, and policies and guidelines of any international body having jurisdiction over HARRIS SALAM and/or its affiliates which HARRIS SALAM and/or its affiliates are legally obliged to comply, including, inter alia, the Foreign Corrupt Practices Act in the United States of America, UK Anti Bribery Act 2010, Prevention of Bribery Ordinance of Hong Kong, China's anti-corruption legislation, Malaysian Anti Corruption Commission Act 2009, the relevant Australian and Singaporean anti-corruption legislation and all other laws applicable to HARRIS SALAM. Customer shall at no time engage in any corrupt practices to procure contracts or business which include without limitation the giving of gifts and other such incentives, bribery and rewards to local or foreign government officials or other parties in order to obtain a favourable position or outcome in any negotiation or transaction and the Customer shall at all times indemnify and hold HARRIS SALAM harmless from any claims, fines or other financial liability arising from such practices. All accounts and books recording the activities, income and expenditure of the Customer under this Agreement will be accurately kept at the office of the Customer, and copies of which will be provided to HARRIS SALAM upon request in writing.
- 8.14 Application of Satellite Operator Agreement. The SOA contains terms and conditions which relate to the provision of satellite bandwidth on the applicable Satellite to be used in the provision of the Service. To the extent of those terms and conditions are relevant, they will apply equally to the provision by HARRIS SALAM of the Service to the Customer. In making use of the Satellite the Customer shall comply in all respects with the terms of the SOA. HARRIS SALAM shall be entitled to regulate uplink frequencies and do the necessary to comply with the operational, technical and other requirements of the Satellite Operator including (but not limited to) the right to impose onto the Customer automatically on a "back-to-back" basis of all the obligations and indemnities imposed by the Satellite Operator from time to time. HARRIS SALAM will make available the relevant provisions (subject to the confidentiality obligation of the SOA) to the Customer upon request by Customer.
- 8.15 Technical Compliance. Customer will be responsible for the technical compliance, security, proper functioning of and safe operation of the Customer's equipment and facilities, and shall take all steps to ensure that its equipment and facilities do not damage, interfere with or cause any deterioration in the operation of any of HARRIS SALAM's facilities (including the Teleport Facility), the facilities, equipment or services of any Satellite Operator (including the Transponder or its associated equipment or Transponder services); it shall comply fully with the parameters and guidelines as set out in the relevant Service Agreement, as the same may be modified or supplemented from time to time by HARRIS SALAM in its discretion. Further, Customer shall not at any time change any of its equipment or technical specifications used in connection with any Service or as listed in the relevant Service Agreement without prior written consent from, and discussion with HARRIS SALAM to ensure technical compatibility relating to any such proposed change.
- 8.16 Access. Customer agrees to provide HARRIS SALAM and/or its subcontractors and their respective employees, servants or agents access to the locations (including access to the associated equipment) as necessary for HARRIS SALAM to provide and perform the Services. Where HARRIS SALAM provides Customer access to its facilities and equipment, the Customer shall comply and ensure that its employees, servants, agents and subcontractors complies with all and any access policies from time to time implemented by HARRIS SALAM in respect of such facilities and/or equipment.
- 8.17 Responsibility for acts of end-users. Customer shall remain HARRIS SALAM's customer on record for all Services provided hereunder. Customer shall be responsible for all the acts or omissions of

its users, employees, and any of its affiliates who procure and/or use the Services from HARRIS SALAM under the MSA and for the payment of all charges for Services provided hereunder, including Services provided to such users and affiliates.

## **9 HARRIS SALAM RIGHTS TO SUSPEND SERVICE**

- 9.1 Provision of Services. HARRIS SALAM shall perform the Services, in accordance with the terms of the Service Agreement. HARRIS SALAM shall carry out such Services with due care and diligence in an efficient and workmanlike manner, providing the Customer with the same standard of services as is customarily provided by reputable service providers to customers in the satellite service industry
- 9.2 Wrongful Use. In the event Customer's wrongful use of the bandwidth and/or Equipment causes (in HARRIS SALAM's reasonable opinion) interference to other Customers on the Satellite or causes interference on other satellites or adversely affects HARRIS SALAM's vendor or damage to the Equipment or loss thereof, HARRIS SALAM shall be entitled to forthwith suspend Customer's use of the bandwidth and/or lease and terminate this Agreement with immediate effect, without limiting HARRIS SALAM's right to the fees and charges payable under this Agreement up to the termination date and to any other rights granted pursuant to this Agreement. HARRIS SALAM shall also be entitled to retain the balance of any unused fees or charges under this Agreement. In the event of any damage or loss to the Equipment caused by the acts or missions of the Customer or its employees, agents or representatives, Customer shall indemnify HARRIS SALAM for any losses and costs arising from such damage or loss of the Equipment and Customer shall permit HARRIS SALAM to carry out inspection of the Equipment to determine the cause any such loss or damage. Such indemnification shall survive the expiration, cancellation or termination of this Agreement.
- 9.3 Force Majeure Event(s). In the event of a Force Majeure Event, HARRIS SALAM shall be entitled to suspend the Service for a reasonable duration to be determined by HARRIS SALAM based on the seriousness of the effect of such Force Majeure Event on the Service.

## **10 CANCELLATION, TERMINATION, DENIAL OF ACCESS AND FORCE MAJEURE**

- 10.1 Cancellation. If the Customer cancels a Service during a Service Term for any reason other than HARRIS SALAM's failure to remedy a material breach of the Agreement, then Customer shall pay to HARRIS SALAM the Termination Fee in addition to the Service Fees and any other fees for Services rendered and the Rental Charge of the Equipment delivered prior to the date of any such cancellation. Customer shall also pay other losses or damages suffered by HARRIS SALAM as a result of such cancellation.
- 10.2 Termination for Cause. HARRIS SALAM may immediately terminate a Service Agreement and this MSA "**for cause**" upon delivery of a written notice to Customer, if: (i) Customer fails to make payment of any amount due under such Service Agreement and such amount remains unpaid within seven (7) days after receiving from HARRIS SALAM a notice of such non-payment; or (ii) Customer fails to cease activity in violation of Clause 8 above immediately upon receiving telephone or facsimile notice from HARRIS SALAM; or (iii) Customer's use of the Equipment materially breaches the terms and conditions as stipulated in the Equipment Rental Terms; or (iv) Customer fails to cure its breach of any provision of the Agreement within 30 days after delivery of written notice to Customer by HARRIS SALAM; or (v) Customer fails to cease any other activity in violation of the Service Agreement within thirty (30) days after receiving from HARRIS SALAM a notice of such violation; or (vi) Customer's use of the Service exceeds the permitted credit limit; or (vii) HARRIS SALAM (or any HARRIS SALAM Group) terminates for cause any other lease or Service Agreement that it may have with Customer (or any commonly controlled affiliate of Customer); or (v) any of the Insolvency Event occurs.
- 10.3 Consequences of Termination. If a Service Agreement is terminated for any reason other than an unremedied breach on Harris Salam's part, in addition to all of HARRIS SALAM's other remedies at law or in equity, the Termination Fee and all amounts due under this Agreement shall become immediately due and payable by the Customer, together with any interest accrued pursuant to the

terms of this Agreement. For the avoidance of doubt, HARRIS SALAM may (if it deems fit) apply the Security Deposit against the Termination Fee. Upon termination, HARRIS SALAM shall be entitled to use the bandwidth and/or Satellite allocated for the Service for any purpose HARRIS SALAM deems fit and Customer shall not be entitled to any equitable relief with respect to such use or any refund of amounts paid to HARRIS SALAM. Customer acknowledges that HARRIS SALAM's rights set forth in this Clause are (a) reasonable under all of the circumstances existing as of this date; (b) constitute liquidated damages; and (c) do not constitute a penalty.

#### 10.4 Right to Deny Access or Intervention.

10.4.1 HARRIS SALAM may deny Customer's access to a Service in any circumstance in which HARRIS SALAM would have the right to terminate the related Service Agreement for cause; provided that any notice that would be required for termination for cause is also given for any such denial of access.

10.4.2 HARRIS SALAM may also deny Customer's access to a Service where the usage of the Service by the Customer has caused HARRIS SALAM or any member of the HARRIS SALAM Group: (i) be indicted, (ii) be otherwise charged as a criminal defendant, (iii) becomes the subject of any criminal proceeding, or (iv) becomes the subject of any other governmental action or threat of any action by any governmental entity or representative thereof which potentially could result in the revocation, suspension, or loss of any license, ability or right to provide capacity or service to any customer, or loss of any customer's right or ability to use the capacity or service provided to it.

10.4.3 The Satellite Operator may also deny Customer's access to a Service if Customer's signal is being "jammed" or "interfered" by a third party (governmental or otherwise) and such jamming is interfering with the use or threatens the health of the Satellite.

10.4.4 HARRIS SALAM may continue to deny Customer access to a Service until any breach of the related Service Agreement by Customer is cured and, in the case of any denial of access pursuant to Clause 10.4.2 above, until any action or threat of action is resolved in HARRIS SALAM's favour or removed and, in each case, until assurances are given to HARRIS SALAM's reasonable satisfaction that the matter(s) giving rise to a denial of access will not reoccur.

10.4.5 HARRIS SALAM's denial of Customer's access to a Service in accordance with this Clause shall not result in any Outage Credit to Customer and Customer's payment obligations shall continue to be due and payable in accordance with the terms under this Agreement.

10.4.6 Customer recognises that it may be necessary, if the Satellite or any component thereof, loses power, or in other unusual or abnormal technical situations, or other unforeseen conditions, for the Satellite Operator to deliberately pre-empt or interrupt Customer's use of the Service, solely in order to protect the overall health and performance of the Satellite, or as otherwise necessitated by any reduction in available power. The Satellite Operator shall make such decisions in its sole discretion. To the extent technically feasible, HARRIS SALAM shall give Customer at least 24 hours notice of such pre-emption or interruption and will use all reasonable efforts to schedule and conduct its activities during periods of such pre-emption or interruption so as to minimize the disruption to users of the Satellite. Customer shall immediately cease transmissions to the affected Service Transponder(s) at such time as the Service is pre-empted or interrupted pursuant to this Clause.

10.4.7 If the Service Transponder is not meeting the Service specifications, but Customer elects to continue to use the applicable Service, as degraded, the Satellite Operator may interrupt Customer's use as necessary to perform testing or take any other action that may be appropriate to attempt to restore the affected Service Transponder to its Service specifications. In such event, HARRIS SALAM shall coordinate activities with the Customer and shall use all reasonable efforts to minimise the overall disruption.

10.4.8 The Satellite Operator may deny the Customer access to a Service if Customer is not in compliance with Clause 8 above.

#### 10.5 Force Majeure. Any failure or delay in the performance by HARRIS SALAM of its obligation to commence or to continue to provide a Service shall not be a breach of the Service Agreement if such failure or delay results from any Force Majeure Event.

- 10.6 Survival. The termination of any Service Agreement for any reason shall extinguish all of HARRIS SALAM's obligations to provide, and Customer's obligations to accept, the Service, but shall not relieve either party of any obligation that may have arisen prior to such termination. Clause 11, 12, 13 and 14 shall survive the expiration or termination of any Service Agreement and/or the Agreement.
- 10.7 Taking the Satellite Out of Commercial Operation. Notwithstanding anything to the contrary, a Service Agreement shall automatically terminate on the date the Satellite is taken out of commercial operation at the stated orbital location, unless the Satellite Operator provides an immediate replacement Satellite at the same orbital location.

## **11 LIABILITY AND INDEMNIFICATION**

- 11.1 Disclaimer of warranties. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. HARRIS SALAM does not guarantee that the Service is fault free and/or free from virus. HARRIS SALAM EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE.
- 11.2 Without prejudice to the generality of Clause 11.1 and for the avoidance of doubt, HARRIS SALAM does not warrant or represent that the Services will be provided free of any interruption or disturbance and further excludes any responsibility or liability for:
- (a) any interference, interruption or disruption to any part or all of the Services caused by any failure, breakdown, inoperability, defect or fault in or of the Transponder, any public or third party telecommunication network, equipment, infrastructure, cables or other facilities;
  - (b) the contents of the data, the equipment and facilities provided by HARRIS SALAM, the Customer's equipment and facilities or any services thereby provided or used by Customer;
  - (c) any act or omission on the part of the Customer or its employees, agents, representatives or contractors or any third party;
  - (d) any service or assistance provided by or other action taken or omission done by HARRIS SALAM pursuant to or in accordance with the express instructions or directions of Customer and/or the consequences thereof;
  - (e) any loss of profit, business, contract, opportunity, revenue or anticipated savings; or
  - (f) any damages or losses of any nature whatsoever and howsoever arising (including loss of use, Losses resulting from missing, contaminated or misdirected email or other electronic messages or the contents thereof and loss of, or anticipated loss, of business, revenue, profits, savings or goodwill).
- 11.3 Limitation of liability. Subject to the SLA, it is expressly agreed that HARRIS SALAM's sole obligation and Customer's exclusive remedies for any cause whatsoever (including, without limitation, liability arising from negligence) arising out of or relating to the Agreement under any theory of law or equity are limited to Outage Credits and clause 11.1 and 11.2, where applicable, and all other rights and remedies of Customer of any kind are expressly excluded and waived. In no event shall either Party be liable for any indirect, incidental, consequential, punitive, special or other similar damages (whether in tort, negligence, strict liability or under any other theory of liability) including but not limited to loss of actual or anticipated revenues or profits, goodwill, loss of business whether foreseeable or not, occasioned by any cause whatsoever. In addition, without limiting the generality of the foregoing, Customer acknowledges and agrees that it shall have no right of recovery for the satisfaction of any cause whatsoever, arising out of or relating to the Agreement, against (a) the HARRIS SALAM Group (b) any supplier of services or equipment (including the Satellite Operator) to HARRIS SALAM necessary for the provision of the Service to Customer in any circumstances in which HARRIS SALAM would be obligated to indemnify the supplier, or (c) any officer, director, employee, agent, partner or shareholder of HARRIS SALAM, any HARRIS SALAM Companies and/or any such supplier.

- 11.4 Indemnification. Customer shall indemnify and save harmless the HARRIS SALAM Group from any claims, liabilities, losses, costs, or damages (including reasonable legal fees and costs), arising out of or relating to the provision of any Service, and/or Customer's or its End User(s)' use of, the HARRIS SALAM Provided Facilities, including, but not limited to, (a) those arising out of any transmission by Customer or its End User(s) that is actually, or alleged to be, libellous, slanderous, obscene, indecent, a breach in the privacy or security of transmissions, an infringement of copyright or any other intellectual property right, or otherwise illegal; or (b) Customer's breach of its obligations under Clause 8 above, or (c) those arising out of any claims brought by any End User(s) or any other third party(ies) in connection with any Service, including any disputes between or among Customer, its End User(s), other transmission recipients and/or transmission content suppliers; or (d) any warranty, representation, or statement Customer may make to a third party in connection with any Service.

## **12 PROPERTY INTEREST/ASSIGNMENT**

- 12.1 No Property Interest Created. The Agreement does not grant, and Customer shall not assert, any right, interest, or lien upon the property or assets of HARRIS SALAM, including, but not limited to, any HARRIS SALAM-Provided Facilities.
- 12.2 HARRIS SALAM Companies. Individual Service Agreements may be entered into by and between Customer and HARRIS SALAM or any HARRIS SALAM Company. Accordingly, with respect to any individual Service Agreement, any references in this MSA to HARRIS SALAM shall be deemed to refer to and include, in context, the HARRIS SALAM Company that executes such Service Agreement. For the avoidance of doubt, a HARRIS SALAM Company's execution of a Service Agreement which incorporates this MSA shall not, and is not intended to, bind HARRIS SALAM or any HARRIS SALAM Company other than the HARRIS SALAM Company that executes the Service Agreement.
- 12.3 HARRIS SALAM Assignment. HARRIS SALAM may assign its rights and interests under this MSA, any Service Agreement, any HARRIS SALAM-Provided Facilities and any or all sums due or to become due under any Service Agreement to an assignee for any reason. Customer agrees that upon receipt of notice from HARRIS SALAM of such assignment, Customer shall perform all of its obligations directly for the benefit of the assignee and shall pay all sums due or to become due directly to the assignee, if so directed. Upon receipt of notice of such assignment, Customer agrees to execute and deliver to HARRIS SALAM such documentation as assignee may reasonably require from HARRIS SALAM. Provided further that the assignee of Customer must agree to abide with the terms of this Agreement. As used in this Section, assign shall mean to grant, sell, assign, encumber or otherwise convey directly or indirectly, in whole or in part.
- 12.4 Customer Assignment. Customer may assign its rights under this MSA and/or any Service Agreement, only in whole (as to the agreement assigned), and only after securing HARRIS SALAM's express prior written consent, which consent may be withheld or conditioned in HARRIS SALAM's sole discretion; provided, however, Customer may assign its rights under this MSA and/or any Service Agreement without HARRIS SALAM's prior consent, only in whole (as to the agreement assigned), by delivery of prior or contemporaneous notice to HARRIS SALAM in the event of a sale or all or substantially all of Customer's assets, a merger or acquisition, or other similar corporate reorganisation. As used in this Section, assign shall mean to grant, sell, assign, encumber, otherwise convey, license, lease, sublease, or permit the utilisation of, directly or indirectly, in whole or in part.
- 12.5 Successors. Subject to all the provisions concerning assignments, above, this MSA and/or any Service Agreement shall be binding on and shall inure to the benefit of any successors and assigns of the parties; provided, that no assignment of this MSA and/or any Service Agreement shall relieve either party of its obligations to the other party. Any purported assignment by either party not in compliance with the provisions of this MSA shall be null and void and of no force and effect.

### 13 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 13.1 Representations, Warranties And Covenants. Subject to the understanding that certain applications may be pending or subsequently filed by HARRIS SALAM with the applicable governmental authority, HARRIS SALAM and Customer each represents and warrants to, and agrees with, the other that: (1) it has the right, power and authority to enter into and perform its obligations under the Agreement; (2) it has taken all requisite partnership or corporate action, as applicable, to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself; (3) the fulfilment of its obligations will not constitute a material violation of any existing applicable law, rule, regulation or order of any governmental authority, or contract to which it is subject; (4) all public or private consents, permissions, agreements, licenses or authorisations necessary for the performance of its obligations under the Agreement to which it is subject have been obtained, or it will use all reasonable efforts to obtain, in a timely manner and (5) it does not know of any broker, finder or intermediary involved in connection with the negotiations and discussions incident to the execution of the Agreement, or of any broker, finder or intermediary who might be entitled to a fee or commission upon the consummation of the transactions contemplated by the Agreement.

### 14 MISCELLANEOUS

- 14.1 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the state and country of the place of incorporation of the HARRIS SALAM contracting entity stated in the signing page of this MSA or Service Order without regard to any conflicts of law principles. The Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of the state and country of the place of incorporation of the HARRIS SALAM contracting entity. Customer agrees that service of process in any action or proceeding shall be deemed sufficient if mailed, first class, postage prepaid, to Customer at the address set forth herein, as the same may be changed in accordance with Clause 14.6 below. Customer further agrees that those courts are the most appropriate and convenient courts to settle any disputes arising from this Agreement and accordingly will not argue to the contrary. Accordingly, the Customer irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future may have that any proceedings have been brought in an inconvenient forum, where that venue falls within those courts stated herein. The Parties agree that the choice of jurisdiction herein is solely for the benefit of HARRIS SALAM contracting entity only. As a result, HARRIS SALAM contracting entity shall not be prevented from taking proceedings relating to a dispute under this Agreement in any other courts with jurisdiction. To the extent allowed by law, HARRIS SALAM contracting entity may take concurrent proceedings in any number of jurisdictions. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. Customer acknowledges that this Agreement and the obligations contemplated hereby are commercial in nature and hereby expressly waives any claim of sovereign immunity or other defences it may have in its capacity as a governmental or quasi-governmental agency
- 14.2 Confidentiality. The Parties undertake with each other that they will at all times keep confidential and will not at any time use, divulge or communicate to any person other than to their respective officers, employees, accountants, lawyers or agents whose province is to know the same and except as required by law, all negotiations carried on and any information in respect of this Agreement and they will use their best endeavours to prevent the publication or disclosure of any Confidential Information concerning the same.
- This confidentiality undertaking shall not apply to information which:-
- (a) is approved for release by prior written authorization by the Party disclosing the Confidential Information; or
  - (b) is required by law to be disclosed.

This Clause 14.2 shall survive the expiration or termination of this Agreement. Each Party further agrees, upon termination for whatever cause of this Agreement, to forthwith return to the other Party all documents and any materials received in connection with this Agreement containing any Confidential Information of the other Party.

14.3 Severability. Nothing contained in the Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement shall be invalid or unenforceable, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirements.

14.4 No Third Party Beneficiaries. Other than as specifically set forth in the Agreement, the provisions of the Agreement are for the benefit only of HARRIS SALAM and Customer, and no third party may seek to enforce or benefit from those provisions.

14.5 Non-Waiver. The Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a prior writing signed by an authorised officer of each party.

14.6 Notices

14.6.1 General Notices. All notices and other communications from either party to the other, except as otherwise expressly provided, shall be in writing and shall be deemed received upon actual delivery at the address and/or facsimile number and/or electronic email address provided by the party. Each party will advise the other promptly in writing of any change in the address, designated representative or telephone or facsimile number.

14.6.2 Telephone Notices. For the purpose of receiving notices from HARRIS SALAM regarding technical problems, including with respect to Service failure and restoration, Customer shall maintain a telephone that is available at all times during which Customer is receiving Service from HARRIS SALAM. All such notices shall be made in English and shall be effective upon the placement of a telephone call from one party to the other. Each party shall promptly confirm all telephone notices that may be given under this Agreement in writing to Customer at the address and/or facsimile number and/or email address set forth in the Service Order.

14.7 Counterparts. The Agreement may be executed in several original and/or facsimile counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

14.8 Independent Contractors. For the purposes of this Agreement and the acts, deeds and obligations to be performed herein, Customer is an independent contractor. Customer is not an agent, partner or employee of HARRIS SALAM and shall not hold itself out as such and, except as otherwise expressly provided herein, shall have no authority to act for, represent or bind HARRIS SALAM to any other obligations.

14.9 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter, unless otherwise expressly stated and agreed in writing by HARRIS SALAM.

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## EXHIBIT A TO STANDARD TERMS AND CONDITIONS:

### Equipment Rental Terms

1. Scope of this Equipment Rental Terms. These Equipment Rental Terms shall govern the relationship between HARRIS SALAM and the Customer for the rental of the Rental Equipment at the Remote Sites as specified in a Service Order. HARRIS SALAM reserves the right to amend, vary, change, revise and update the terms and conditions stated in this Equipment Rental Terms at any time with notice to the Customer.
2. Definition

“Commencement Date”	means the commencement date as described in the Service Order;
“Remote Site”	means the site or location as specified in the Service Order;
“Rental Charge”	means the monthly rental charge specified in the Service Order;
“Rental Equipment”	means the equipment rented by Customer from HARRIS SALAM as described in the Service Order;
“Rental Period”	means the rental period for the Equipment Rental as described in the Service Order;
“Security Deposit”	means the Equipment Rental security deposit collected for the purpose of this Equipment Rental Terms as described in the Service order.
3. Payment Terms specific to Equipment Rental. (i) Unless otherwise agreed, commencing on the Commencement Date, Customer shall pay HARRIS SALAM the monthly recurring Rental Charge in advance. The Rental Charge and the Security Deposit shall be payable within the payment due date as stated in HARRIS SALAM's invoice (“Due Date”) (ii) Customer shall be liable to pay all delivery expenses and freight charges for the delivery of the Rental Equipment (including installation charges, where applicable) (iii) HARRIS SALAM will refund the Security Deposit (without interest) to the Customer, after the return of the Rental Equipment by the Customer and after the confirmation by HARRIS SALAM that the Rental Equipment is returned in good order and condition and that all charges under this Agreement has been paid by the Customer. Notwithstanding anything to the contrary, HARRIS SALAM shall be entitled at its sole and absolute discretion to apply the Security Deposit in payment of any outstanding amount due by the Customer.
4. HARRIS SALAM's Rights. (i) The Equipment is, and shall at all times be and remain, the sole and exclusive property of HARRIS SALAM. Nothing contained herein shall be construed as to transfer any ownership right or interest to the Customer in respect of the Rental Equipment. (ii) In the event of default in payment on the part of Customer, without prejudice to any other rights and remedies HARRIS SALAM may have, HARRIS SALAM shall have, and the Customer hereby grant HARRIS SALAM, the right to enter onto the premises or vessels upon which the Rental Equipment is being installed, at the Customer's sole cost and expense to remove the Rental Equipment. Customer hereby acknowledges that this grant of right shall be irrevocable throughout the Term herein and waives any rights of action by reason of such entry or removal.
5. Customer's Responsibilities.
  - (i) Where applicable, Customer agrees to acquire, obtain and validly maintain any government or other regulatory body licenses or approvals (as the case may be) necessary for the use of the Rental Equipment rented from HARRIS SALAM and shall indemnify and hold HARRIS SALAM (including its employees, officers, directors, affiliates and holding company) harmless against any cause of action or claim that may arise out of Customer's failure to obtain or maintain such licenses.

- (ii) Customer shall be solely responsible for rental of the Rental Equipment at its own cost and expense the equipment and/or software and facilities (if any) stipulated in this Agreement that are required for the use of the Rental Equipment.
- (iii) Customer shall ensure that a stable power supply, air conditioned equipment room facilities and cables, free from harm are available at all times for the purpose of storing the Rental Equipment and shall not in any way obstruct the antenna or any other items constituting the Rental Equipment.
- (iv) the Customer shall allow unobstructed access to HARRIS SALAM personnel to its storage premises to inspect the Rental Equipment at any time during the Term and in the event of any inspection necessitated by malfunction or damage which is subsequently proven to have been caused by the Customer, the Customer shall hereby be liable for the costs of any such inspection, labour, travel, subsistence and the repair and/or replacement of the damaged and/or malfunctioning Rental Equipment. The Customer shall inform and keep HARRIS SALAM informed of the location and whereabouts of the Rental Equipment.
- (v) Customer shall not use the Rental Equipment for any purpose prohibited under applicable law or in violation of local law and/or applicable regulations is prohibited, including without limitation, any copyrighted material, threatening or obscene material and material protected by trade secret. Customer agrees to indemnify and hold harmless HARRIS SALAM (including its employees, officers, directors, affiliates and holding company) from any claims, costs, fines, penalties, damages, fees and other expenses resulting from Customer's misuse of the Rental Equipment for illegal, infringing, or unauthorized purposes.
- (vi) Notwithstanding anything to the contrary, HARRIS SALAM may, in its sole discretion, immediately cancel/terminate this Agreement without liability if Customer's wrongful use of the Rental Equipment adversely affects HARRIS SALAM's performance under this Agreement or damage to the Rental Equipment or loss thereof. Further, HARRIS SALAM shall be entitled to forthwith suspend and terminate this Agreement forthwith, without limiting HARRIS SALAM's right to the charges up to the termination date and to any other rights granted pursuant to this Agreement. HARRIS SALAM shall also be entitled to retain the balance of any unused charges under this Agreement. In the event of any damage or loss to the Rental Equipment caused by the acts or omissions of the Customer or its employees, agents or representatives, Customer shall indemnify HARRIS SALAM for any losses and costs arising from such damage or loss of the Rental Equipment and Customer shall permit HARRIS SALAM to carry out inspection of the Rental Equipment to determine the cause any such loss or damage.
- (vii) Customer shall at all material times throughout the Term of this Agreement obtain HARRIS SALAM's prior written approval for relocation of the Rental Equipment and shall bear all direct and/or incidental costs associated therewith.
- (viii) Customer assumes all risks, and will pay all costs and expenses (including attorney's fees and all other related costs incurred therein) arising from the use, possession, or maintenance of the Rental Equipment, and agree to indemnify and save HARRIS SALAM harmless from and against all loss or damage or claims or liabilities for loss or damage (including Force Majeure Event) arising out of the use, possession or maintenance of the Rental Equipment, and to give HARRIS SALAM immediate written notice of any such loss or damage, or loss of possession of the Rental Equipment occasioned by any cause whatsoever. Such indemnification shall survive the expiration, cancellation or termination of this Agreement.
- (ix) Customer shall procure and continuously maintain and pay for all risk insurance against loss and damage to the Rental Equipment in an amount not less than the sum total of the Rental Equipment as specified in the Service Order. Customer shall immediately provide documentation of said insurance coverage to HARRIS SALAM upon request. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to HARRIS SALAM.
- (x) Customer hereby assumes and shall bear the entire risk of loss, damage, theft and destruction to the Rental Equipment from any cause whatsoever. No loss, damage, theft or destruction to the Rental Equipment or any part thereof shall impair any of the Customer's obligations under this Agreement. Such obligations shall continue in full force and effect throughout the Term herein. In the event of loss or damage of any kind whatever to the Rental Equipment, Customer shall, at HARRIS SALAM's request; repair or replace the said Rental Equipment and ensure it

is in good working order; or pay to HARRIS SALAM the replacement cost of the Rental Equipment as shall be notified by HARRIS SALAM.

- (xi) Customer shall indemnify HARRIS SALAM against, and hold HARRIS SALAM harmless from, any and all actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of third-party claims against HARRIS SALAM that are in any way connected to Customer's use or possession of the Rental Equipment.
  - (xii) Upon the expiration or earlier termination of this Agreement, Customer shall return the Rental Equipment to HARRIS SALAM in good condition and working order, (ordinary wear and tear excepted), by delivering the Rental Equipment at Customer's own cost and expense to such designated location as HARRIS SALAM shall specify at the material time.
  - (xiii) Customer shall provide the correct information for purposes of this Agreement and Customer undertakes that it has full contractual capacity to enter into this Agreement and shall comply with the terms and conditions herein.
6. Disclaimer and Limitation of Liabilities. Except for warranties expressly made in this Agreement, to the extent permitted by law, HARRIS SALAM makes no warranties or representation express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability, satisfactory quality and fitness for a particular use of the Rental Equipment. HARRIS SALAM shall not be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, for any direct or indirect loss of profit, direct or indirect loss of goodwill, direct or indirect loss of business opportunity, loss of data, direct or indirect loss of anticipated saving, or any indirect or consequential loss or damage arising under or in connection with this Agreement.

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## **EXHIBIT B TO STANDARD TERMS AND CONDITIONS:**

### **Equipment Purchase Terms**

1. Scope of this Equipment Purchase Terms. These Equipment Purchase Terms shall govern the relationship between HARRIS SALAM and the Customer for the sale and purchase of the Equipment as specified in the purchase order or Service Order. HARRIS SALAM reserves the right to amend, vary, change, revise and update the terms and conditions stated in this Equipment Purchase Terms at any time with notice to the Customer.
2. Payment Terms specific to the Equipment Purchase. The Customer agrees to pay HARRIS SALAM 100% of the Equipment Purchase Price prior to the delivery of the Equipment, on the receipt of the invoice from HARRIS SALAM. All prices quoted shall exclude Taxes applicable for the sales and purchase of the Equipment, for which the Customer shall be solely responsible.
3. HARRIS SALAM Responsibilities. HARRIS SALAM will be responsible to deliver to Customer the Equipment upon receipt of full payment of the Equipment Purchase Price together with other agreed fees (including freight charges and other delivery expenses, where applicable) from Customer.
4. Equipment Warranty.
  - (a) Refurbished Equipment: If Customer purchases refurbished equipment, then HARRIS SALAM does not provide any warranty and Customer hereby agrees to purchase the refurbished equipment on an "as is" basis;
  - (b) New Equipment: If Customer purchases new equipment, then HARRIS SALAM warrants (i) good title to the hardware furnished; (ii) at the time of delivery, the Equipment will be new (iii) during the Warranty Period as defined below, the Equipment delivered will be free from material defects in workmanship and materials and under ordinary use, conforms in all material respects to the specifications. The Warranty Period begins on the date the Equipment has been fully paid for and extends throughout the initial Term of one (1) year only from the Effective Date ("Warranty Period"). Where the Equipment is subject to a warranty supplied by the manufacturer, the obligation of HARRIS SALAM during this Warranty Period shall be limited to the terms of the applicable manufacturer's warranty. Subject to the manufacturer's warranty conditions, during the Warranty Period, HARRIS SALAM will (at its sole discretion) repair or replace the faulty Equipment returned to HARRIS SALAM by Customer unless the failure of the Equipment was the result of shipping, improper installation, maintenance or use, abnormal conditions of operation, attempted modification or repair by Customer or Customer's end-users, or Force Majeure Event. Customer shall be liable to pay the freight charges including import duties and custom clearance for transporting the faulty and repaired Equipment. This warranty is in lieu of all other warranties, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose or non-infringement. Customer's sole remedy for any breach of warranty for products manufactured for HARRIS SALAM is the repair or replacement, at HARRIS SALAM's option, of the failed Equipment.
5. Customer's Responsibilities. Customer will be responsible for the following:
  - a) Order the Equipment from HARRIS SALAM using the purchase order or Service Order in the format prescribed by HARRIS SALAM.
  - b) Pay HARRIS SALAM for the Equipment Purchase Price and other agreed fees in accordance with the terms of this Agreement.
  - c) Install and set up, at its own costs and expenses. Accordingly, Customer warrants that it shall use a qualified engineer or contractor to comply with this obligation.
  - d) Ownership and title to the Equipment shall pass to the Customer only upon the receipt of the full payment of the Equipment Purchase Price by HARRIS SALAM in accordance with the terms and conditions herein.
  - e) Risk in the Equipment shall pass to the Customer upon delivery, who shall hold the Equipment in a fiduciary position up until full payment for the Equipment has been made to HARRIS SALAM.

Accordingly, Customer shall be responsible for procuring adequate insurance coverage for the Equipment.

- f) Provide for shipping, customs clearances and import duties for all Equipment provided under this Agreement including any repaired Equipment.
- g) Where applicable, to provide and maintain for the duration of the Agreement valid VSAT licenses required by the relevant authorities in the Territory to legally operate the VSAT network contemplated herein and to indemnify and hold harmless HARRIS SALAM against any claims and losses, costs or damages incurred as a result of failing, refusing or omitting to carry out their obligation herein.

6. Disclaimer. Except as expressly set forth in this agreement, HARRIS SALAM does not make, and hereby specifically disclaims, any representations or warranties, express, implied or statutory, with respect to the equipment, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from the ordinary course of dealing or ordinary course of performance.

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## EXHIBIT C TO STANDARD TERMS AND CONDITIONS:

### ACCEPTABLE USE POLICY

This ACCEPTABLE USE POLICY (“**Policy**”) is subject to the definitive agreement governing the provision of telecommunications services (the “**Services**”) from Harris Salam to the purchaser of the Services (“**Customer**”), and this Policy governs the use of any Services that enable the Customer to access content via the Internet, either directly or indirectly. Customer’s use of the Services constitutes acceptance of, and agreement to, the terms and conditions of this Policy. Harris Salam reserves the right to modify this Policy from time to time.

Customer agrees that it will not initiate, participate in, or allow any of the following activities through or in connection with the Services:

- Using the Services for illegal purposes or for the transmission of material that (i) is unlawful, harassing, libelous, defamatory, profane, abusive, threatening, harmful, vulgar, obscene, indecent or sexually explicit;
- infringes the intellectual property rights or the contractual, proprietary or fiduciary rights of others (unless with the express written permission of the owner of such right);
- violates or is invasive of the privacy or publicity rights of others;
- constitutes or encourages conduct that would constitute a criminal offense or would otherwise violate any applicable local, state, national or international law, including without limitation the U.S. export control laws and regulations; or
- unreasonably interferes with Harris Salam’s or any underlying carrier’s network or system or the use of such system by other customers;
- Engaging in any activity which threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to “denial of service” attacks, web page defacement, hacking, port and network scanning, “phishing” or the fraudulent use of email messages that appear to come from legitimate businesses for the purpose of identity theft, unauthorized system penetrations or distributing bugs, viruses, worms, Trojan Horses or such other harmful elements;
- Attempting to break security, or in fact, breaking the security of any computer network, accessing an account which does not belong to Customer, or any other act of a malicious nature which may reasonably result in harm or damage to another user’s service, equipment or privacy, including but not limited to any act of fraud;
- Directly or indirectly sending any spam or unsolicited mass distribution of e-mail;
- Engaging in any of the foregoing activities by using the service of another provider, by channeling such activities through any of Harris Salam’s IP addresses as a mail drop for responses or otherwise by using the services of another provider for the purpose of facilitating any of the foregoing activities if such use of another party’s service could reasonably be expected to adversely affect the Services; or
- Reselling the Services to any third parties without prior express written consent from Harris Salam.

Customer acknowledges and agrees that information related to the use of the Services may be required to be provided by Harris Salam in compliance with any applicable laws, regulations, rules, orders and decrees. Without implying any right of Customer to permit a third party to use the Services, Customer agrees that its customers, if any, and end-users (collectively, “**End Users**”) are bound by the terms of this Policy. Customer

agrees to notify its End Users of the terms of this Policy and to be responsible for any violation of this Policy by its End Users. Customer further agrees, on behalf of itself and its End Users, to comply with all laws, rules, regulations and policies applicable to any underlying carrier's network or to any server, computer database, hardware or other equipment, software, web site or ISP that is accessed through the Services.

Should Customer or its End Users violate any terms of this Policy, Harris Salam may take such action as it deems necessary to protect the integrity of its network and resolve any Policy violation, including but not limited to immediately suspending, limiting or terminating Customer's access to the Services without notice, as well as conducting regular system monitoring, port scanning and shutting down of ports affected by viruses, worms or other malicious code, investigating suspected violations of this Policy, instituting action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover Harris Salam's costs in the event of termination of access to the Services. Nothing contained in this Policy shall be construed to limit Harris Salam's rights or remedies available at law or in equity.

## EXHIBIT D TO STANDARD TERMS AND CONDITIONS:

### SERVICE LEVEL AGREEMENT

Harris Salam's Standard SLA ("SSLA") is provided to a Customer who has signed a Service Order with a minimum Service Term of one (1) year, and only in respect of the provision of Services provided during such Service Term, subject to the terms and conditions set forth herein. This SSLA is to be read in conjunction with the Service Agreement and Master Service Agreement. Harris Salam reserves the right to update, revise, amend, vary and change the terms of this SSLA as it deems fit with notice to the Customer.

#### 1. Definitions

"Confirmed Outage"	means a Measured Failure of Customer's Service to meet Service Availability for a consecutive period of minimum sixty (60) minutes or longer as specified in this SSLA;
"Customers Provided Equipment or Facilities"	means equipment and/or earth station facilities to be used in the utilisation of the Service being either (a) provided by the Customer for the use in the utilisation of the Service; or (b) provided by a third party under a contract with the Customer as approved by Harris Salam; or (c) the equipment purchased by the Customer from Harris Salam;
"Force Majeure Event"	means an act, omission or circumstance over which that a Party could not reasonably have exercised control, including, but not limited to, acts of God, acts or omissions of government, strikes, lockouts, riots, acts of war, war (declared or undeclared), acts or threatened of terrorism, satellite failure, interference or loss, transponder failure or loss, solar flares, epidemics, earthquakes or other natural disasters, heavy storms, flood, typhoon, earth station sun outage, meteorological or astronomical disturbances, labour disputes, quarantines, embargoes, acts or omission of third parties and equipment or governmental regulations imposed after the Commencement Date. For the avoidance of doubt, the failure of any Customers Provided Equipment or Facilities shall constitute a Force Majeure Event to Harris Salam;
"Master Service Agreement" or "MSA"	means the master agreement containing the master terms and conditions applicable to the provision of Services;
"Measured Failure"	means a failure of the Service to meet the Service Availability that is confirmed by Harris Salam in good faith, based upon objective engineering evidence available to it;
"Monthly Service Fee"	means the monthly service fee paid by the Customer to Harris Salam for the Services rendered as stated in the Service Order;
"Outage Credits"	means the network outage credits as stated in Clause 6 of this SSLA;
"Remote Site"	means the site and locations as specified in the Service Order;
"Service"	means the provision of satellite and internet bandwidth for transmission or retransmission of telecommunications traffic (including but not limited to satellite uplink or downlink and any managed services) within the transmission parameters or standards or specification in accordance with the applicable service levels or operational requirements as more specifically described in the Service Orders for the duration of the Service Term using facilities owned and/or operated by Harris Salam and/or third parties contracted by Harris Salam and subject always to the Service Agreement;
"Service Availability"	means the proportion of time that the Services are available to the end-users of the Customer, calculated in accordance with the following formula: $A = (TT - TUDT)/TT \times 100\%$ Where:



A = Service Availability (%);

TT = Total Time (measured in hours), being the total time during the relevant measurement period; and

TUDT = Total Unplanned Down Time (measured in hours), being any period during which any of the Service is not available to the end-users of the Customer other than because of: (a) planned maintenance works that have been notified to Customer; or (b) the exclusions as provided under Clause 6 of this SSLA;

“Service Order” means a service order for the Service in the format provided by Harris Salam and the attachments to the Service Order may include (1) the transmission parameters, service standards or specifications, service information (2) applicable service attachment(s) (3) the operational requirements, as such may be amended by Harris Salam from time to time upon notice to Customer (4) this SSLA (where applicable) and (5) any special terms and conditions, as the case maybe;

“Service Agreement (s)” means an agreement for Service that incorporates this Master Agreement by reference (including a signed and accepted quotation or proposal by Harris Salam), each such agreement shall constitute an individual and binding agreement for Harris Salam to provide and Customer to accept the Service described therein. The MSA and the “Service Order,” and any attachments thereto, shall collectively comprise a “Service Agreement;

2. **Scope:** Subject to the terms and conditions stated under this SSLA, this SSLA shall only be applicable to the components of the Service that are under Harris Salam’s full or immediate control, which is limited to the teleport hub equipment and ground segment facilities, such as earth station antennas and uplinks. Notwithstanding anything to the contrary, this SSLA does not extend to outages at the Customer’s Remote Sites or any satellites outage regardless whether the equipment used for the Services is purchased or leased from Harris Salam.
3. **Support:** Save and except for Standard Internet Access Package (SIAP) product where Harris Salam provide 8 hours x 5days per week support, Harris Salam’s Network Operations Center (NOC) and Support Centre provide 24 hours x 7days per week monitoring, fault reporting and maintenance of the Harris Salam Service Network and technical assistances services to its service partners and customers.
4. **Service Availability:** Harris Salam will commit the following Service Availability:

Description of Services	Monthly Service Availability	Minutes/Month
Harris Salam VSAT services for C-band frequency	99.9%	44 minutes*
Harris Salam VSAT services for Ku-band frequency	99.5%	216 minutes*

**\*subject to Clause 5 below, where the minimum Confirmed Outage must be consecutive 60 minutes in each occurrence**

5. **Outage Credits:** A customer who experiences network outage in excess of the Service Availability stated in Clause 4 above, may receive Outage Credits for the Confirmed Outage(s), which shall be calculated on a pro-rata basis as stated herein based on the Monthly Service Fee but limited to 30% of the Monthly Service Fee paid by the Customer. Provided Always that the Outage Credits stated above, shall only be applicable for Confirmed Outage that continues for a consecutive period of at least sixty (60) minutes in each occurrence, and falling below the Service Availability stated in Clause 4 above. The Outage Credits per hour shall be calculated by dividing the Monthly Service Fee paid by the Customer by seven hundred twenty (720) hours. The Outage Credits will be applied by Harris

Salam in the following month to the qualified customer with exclusion to the Disqualified Customer stated in Clause 7 below.

6. **Exclusions:** Notwithstanding anything to the contrary, a Confirmed Outage shall not have occurred for the purpose of calculating an Outage Credits when due to any of the following event:-
- (a) The failure or nonperformance of any Customer Provided Facilities or equipment, including, but not limited to, hardware or software or power failures in the Customer Provided Facilities and/or Customer Provided Equipment, or congestion in Customer's network or one of its components;
  - (b) The fault, negligent act, or failure to act of Customer, its employees, or agents or sub-contractors;
  - (c) Preventive maintenance and/or Service expansion (when done on at least 7 days notice to Customer and as mutually scheduled by the parties) as may be necessary to maintain the Service in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of the Service or the Harris Salam provided facilities;
  - (d) Force Majeure Events;
  - (e) Suspension of Service or Termination of the Service Agreement in accordance with the terms and conditions of the MSA and Service Agreement;
  - (f) Where Harris Salam is required to perform a frequency change or frequency assignment due to the change of frequency allocations associated with the Service, either by its own discretion or upon a request by the satellite operator;
  - (g) The mobility of the Remote Sites, especially when the Remote Sites are operating in the weaker satellite footprint coverage or out of satellite footprint coverage; and/or
  - (h) Emergency or general maintenance that lasts for five (5) minutes or less. Harris Salam will not directly notify the Customer in advance for such short duration maintenance. Harris Salam will use its best efforts to limit such occurrences. In addition, Harris Salam will undertake short-duration, general maintenance during the maintenance windows as notified by Harris Salam from time to time. Notwithstanding the above, should the cumulative period for such short-duration maintenance equal or exceed one (1) hour, the cumulative period of such short-duration maintenance will be treated as a Confirmed Outage.
7. **Disqualified Customers:** Notwithstanding Clause 5, the Outage Credits shall not be available to Customers:-
- a) who block Harris Salam from monitoring router and equipment at Customer's premises;
  - b) who do not provide the necessary access to personnel and facilities of Customer to enable Harris Salam to perform comprehensive troubleshooting;
  - c) who does not have a good financial standing with Harris Salam including having a record of bad debts or poor collection of payment.
  - d) who has defaulted or breached or failed to perform any of its obligations under the terms and conditions of the MSA and/or Service Agreement; and/or
  - e) who use bandwidth in excess of the amount specified or permitted in the Service Agreement and/or Service Order or who has tampered with any equipment provided by Harris Salam.
8. **Outage Credits Claim Process:** The granting of Outage Credits is contingent upon the Customer having opened a trouble ticket with Harris Salam Support Team within four (4) hours from the time of occurrence of the outage. The duration of the Confirmed Outage will be determined at the sole discretion of Harris Salam based upon Harris Salam's internal records and the above noted trouble ticket. If the Customer does not notify Harris Salam Support Team within four (4) hours from the time of occurrence of the outage, the outage will be considered to begin when the trouble ticket is opened with Harris Salam Support Team. The Customer will be notified via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. In any event, in order for the Outage Credits to be activated, the Customer shall be required to submit a written request to Harris Salam Support Centre no later than thirty (30) calendar days from the date of occurrence of an

outage. No outage shall be considered as a Confirmed Outage for the purpose of calculation of the Outage Credits, unless the procedure stated herein is complied with.

9. **Maximum Aggregate Liability:** In no event shall Harris Salam's liability for any Confirmed Outage exceed the Outage Credits. Notwithstanding anything to the contrary, Harris Salam's maximum aggregate liability to the Customer under this SSLA shall at all times be limited to 30% of the Monthly Service Fee. It is further agreed that Customer's sole and exclusive remedy for any cause whatsoever arising from an outage or breach of any terms under this SSLA are limited to the Outage Credits, and in no event shall an outage be deemed a default under this SSLA or any Service Agreement.