

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into on XXXXXXXX 2024 (the “**Effective Date**”) between Speedcast and Customer:

Name	Speedcast Salaam LLC “Speedcast”		
Country/State of Registration	The State of Qatar		
Registered Address/Principal Place of Business	Level 21, Burj Doha, West Bay, Doha, Qatar		
Corporate identifier/Registration number	Registration number: 54622		
Operational Contact	Name: XXXXXXXX	Email: XXXXXXXX@speedcast.com	Phone: XXXXXXXXXXXX
Contact for Notices	Name: XXXXXXXX	Email: legal.emea@speedcast.com	Phone: XXXXXXXXXXXX

Name	XXXXXXXXXXXXXXXXXXXX “Customer”		
Country/State of Registration	XXXXXXXXXXXXXXXXXXXX		
Registered Address/Principal Place of Business	XXXXXXXXXXXXXXXXXXXX		
Corporate identifier/registration number	XXXXXXXXXXXXXXXXXXXX		
Operational Contact	Name:	Email:	Phone
Contact for Notices	Name:	Email:	Phone

By signing below, the Parties agree that the attached Terms and Conditions attached shall govern the supply of the Services by Speedcast to Customer.

[SPEEDCAST]

[CUSTOMER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. STRUCTURE OF THE AGREEMENT

1.1 This Agreement sets out the terms and conditions under which Customer may place Orders for Services and Equipment from Speedcast. Each Order may include the following Contract Documents, any of which may be amended in writing from time to time:

- 1.1.1 a Service Order Form
- 1.1.2 a Product Schedule and any applicable Service Level Agreement or Compensation Scheme; and
- 1.1.3 these General Terms and Conditions.

1.2 In the event of any conflict or inconsistency between the Contract Documents comprising an Order, the order of precedence will be, in descending order, the Contract Documents listed in 1.1.1 to 1.1.3 above.

1.3 For the avoidance of doubt, any Customer terms and conditions included in any purchase order or other document issued by Customer in relation to an Order are expressly rejected by Speedcast and are deemed excluded from the Contract Documents.

2. CUSTOMER ORDERS

2.1 Customer will purchase and Speedcast will supply the Services and Equipment described in each Order accepted by the Customer, subject to the terms and conditions set out in the Contract Documents. Each Order forms an independent contract between the Parties.

2.2 By mutual agreement, Orders may be entered into by and between respective Affiliates of Customer and Speedcast. In such Orders, any references to Speedcast or to Customer shall be deemed to refer to and include the Speedcast and Customer Affiliates which have executed such Orders. Unless otherwise expressly set out in this Agreement, Orders are only binding on the Speedcast or Customer Affiliates which have executed the relevant Order.

3. EQUIPMENT AND MAINTENANCE

Unless otherwise stated in an Order:

3.1 Customer will at its own expense prepare its premises or vessel for installation of Equipment, move the Equipment to its final location unpacked ready for installation and provide all necessary electrical and other connections, fittings, facilities, and equipment recommended by Speedcast within sufficient time for Speedcast to activate the Service.

3.2 The location of the Equipment will comply with any requirements stipulated by Speedcast, including siting, line of sight requirements and proximity to other equipment, power lines or other potential sources of interference.

3.3 Customer will not, without Speedcast prior consent, move, modify, reconfigure or interfere with Equipment in any manner.

3.4 Charges for shipping, insurance, customs, logistics, installation, maintenance and spare parts in relation to Equipment are not included and are separately chargeable by

Speedcast in accordance with Speedcast's then current Charges.

3.5 Customer will comply with Speedcast's instructions in relation to the use and operation of the Equipment.

3.6 Equipment is sold EXW, Incoterms 2020. Title in Equipment sold to the Customer by Speedcast will pass to Customer upon receipt by Speedcast of payment in full of the relevant Charges.

3.7 Equipment which is leased to Customer remains the sole property of Speedcast.

3.8 Customer assumes the risk of loss, damage, theft and destruction to all Equipment from any cause whatsoever throughout the Service Term upon delivery. Customer shall repair or replace any lost or damaged Equipment, at Speedcast's election.

3.9 Customer shall procure and continuously maintain all risk insurance from an insurer acceptable to Speedcast against loss and damage to the Equipment for at least its full replacement value and provide evidence of such insurance to Speedcast upon request.

3.10 Upon termination or expiry of an Order, Customer shall return Equipment owned by or leased from Speedcast at its own cost and expense to a location nominated by Speedcast, and in the same condition, fair wear and tear excepted, as the date of original delivery to Customer.

4. CHARGES AND PAYMENT

4.1 Speedcast will invoice and Customer will pay the Charges set out in the Order in the currency specified in the Order which may include:

4.1.1 Monthly Recurring Charges or MRC, a recurring monthly charge for Service or Equipment during the Service Term chargeable from the Service Commencement Date and in advance unless otherwise set out in the Order;

4.1.2 Monthly Usage Charges, a monthly charge for any subscription or usage-based service which is assessed monthly based on Customer's actual usage and billed in arrears;

4.1.3 One-time Charges, or OTC, one-time charges for an agreed service or services such as installation, maintenance or Equipment logistics or handling charges and chargeable in advance, unless otherwise set out in the Order;

4.1.4 Wasted Charges shall be payable by Customer, as per Speedcast's current rate card and/or pricing, for any unplanned or unapproved charges or costs, not stipulated in an Order, incurred due to Customer's delay, requests, instructions, omissions or actions.

4.2 Customer will complete all internal approval processes and pay all Charges within thirty (30) days from the date of issue of the invoice by Speedcast. Speedcast will not accept a delay in payment due to delays in Customer's

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purchase order issue process or invoice approval process, and such a delay will result in a late payment charge.

4.3 Speedcast reserves the right to amend the Charges or terms of an Order depending on the outcome of any site survey or if there is any discrepancy in the site information provided by the Customer.

4.4 Charges are net of Taxes, customs, duties, shipping, logistics and other ancillary charges, bank, wire or automated clearing house fees, transfer, exchange, or other similar charges and payments, all of which shall be payable in addition to the Charges. An invoice is only considered paid when Speedcast has received the amount of the Charges specified in the invoice in full, without withholding or offset.

4.5 Customer shall make all payments in United States Dollars, unless otherwise specified in the Order and by bank wire transfer to the bank account designated by Speedcast.

4.6 Any payments not received by Speedcast on the due date are subject to a late payment charge at the lower of the monthly interest rate of 2% per month on such overdue amount or the highest rate allowed by applicable law calculated from the invoice due date until payment in full is received by Speedcast. Customer acknowledges that the late payment charge represents liquidated damages and is not a penalty.

4.7 Speedcast may apply any payment made by Customer to any outstanding amount that may be due under any Order, the Agreement, or any other agreement between Customer and Speedcast (or any other the Speedcast Affiliate), regardless of any designation of payment Customer may make.

4.8 If Customer disputes the Charges in any invoice, Customer must pay the undisputed portion of the invoice in full and submit a claim in writing documenting Customer's dispute in relation to the unpaid amount. Disputes must be submitted in writing within twenty (20) days from the invoice date or Customer's right to dispute the invoice will be waived. Customer and Speedcast will work cooperatively to resolve any billing dispute and each party shall provide the other with copies of records justifying any claimed amounts.

4.9 Customer must provide a Security Deposit in the amount specified in any Order to guarantee payments of the Charges. Customer further acknowledges that if Customer fails to maintain the Security Deposit, fails to pay Speedcast invoices in accordance with any Order, or has a substantive change in financial circumstances during the Service Term, Speedcast may subsequently require the provision of a new or additional Security Deposit, as a pre-condition for continuing to provide Services or Equipment. Speedcast may apply any Security Deposit against any unpaid Charges, Termination Fees, or Charges payable for the last month of the Service Term and refund any unused balance upon payment in full by the Customer and upon the final date of termination of all Orders which Customer has placed with Speedcast under this Agreement.

5. TAXES

The Customer shall pay and shall indemnify Speedcast in respect of all Taxes, (other than Speedcast's corporate income

tax) which may be assessed against Speedcast or its service providers by any government authority in respect of this Agreement. If any supply by Speedcast under this Agreement is subject to a goods and services tax, value added tax, or sales tax, then Speedcast may in addition to any other Charges under this Agreement recover such taxes from the Customer. Any reimbursement of Taxes shall be payable by the Customer to Speedcast at the time that the Charges are payable under this Agreement. Unless otherwise stated, prices quoted are exclusive of Taxes.

6. CUSTOMER'S OBLIGATIONS

Compliance with Law

6.1 Customer shall comply with the laws of the State of Qatar and all laws, regulations, orders, policies and guidelines of any governmental authority having jurisdiction over the activities of Customer, Speedcast and/or their Affiliates. Without limiting the foregoing, Customer shall comply in all respects with (a) all applicable laws prohibiting bribery of public officials, commercial bribery, or other corrupt activities, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Anti Bribery Act, and other similar laws in other jurisdictions; and (b) all applicable export controls and sanctions, including, but not limited to, the US Export Administration Regulations, 15 CFR parts 730-774, et seq., the various sanctions programs administered by the US Office of Foreign Assets Control (OFAC), the various export controls and sanctions administered by Her Majesty's Treasury or the UK Department for International Trade, the EU Council Regulation (EC) No 428/2009, including as implemented in individual EU Member States, and other similar laws by any government with jurisdiction over the activities of Customer, Speedcast and/or their Affiliates. Customer shall maintain compliance protocols reasonably designed to minimize the risk of non-compliance with applicable legal requirements. Customer shall notify Speedcast immediately in the event of any alleged or suspected violation of these legal requirements.

6.2 Customer shall not use, re-sell, lease or supply the Equipment or Services to any individual, business entity or in any country that is blocked or embargoed under (i) the Specially Designated Nationals List as maintained by the United States Department of the Treasury, (ii) the Consolidated List of Financial Sanctions Targets in the UK as maintained by HM Treasury, or (iii) any other equivalent list or in contravention of any applicable export control laws.

6.3 Customer shall obtain and maintain any government or other regulatory body licenses, permits or approvals necessary for the use of the Services or the Equipment in the territory where the Services are used, and shall indemnify and hold Speedcast harmless against any cause of action or claim that may arise out of Customer's failure to obtain or maintain such licenses, permits or approvals. If agreed between the parties, and where able to do so Speedcast may assist in the provision of local licenses, for additional Charges payable by Customer on a cost plus administration fee basis.

Responsibility for acts of End Users and Affiliates

6.4 Customer's use of the Service is subject to Speedcast's Acceptable Use Policy. The Acceptable Use Policy is posted on Speedcast's website at www.speedcast.com/aup

and is subject to modification or amendment at any time, without notice.

6.5 Customer is Speedcast's customer of record for all Orders. Customer is responsible for all acts or omissions of its End- Users.

6.6 If any Customer Affiliate fails to pay any Charges payable under an Order, Speedcast is entitled to claim payment from Customer of such Charges under the Agreement.

Resale Restriction

6.7 Services are for use by Customer only and Customer must not resell, transfer, exchange or otherwise assign the Services to any other party without Speedcast's prior written consent.

7. CANCELLATION, SUSPENSION, TERMINATION, AND FORCE MAJEURE

Term

7.1 This Agreement shall come into force on the Effective Date and will continue in force until terminated pursuant to this Clause 7.

7.2 The Service Term of each individual Order will be as stated in the applicable Order. The Service Term of each Order will begin on the date that Services commence unless otherwise stated in the Order.

7.3 In the event this Agreement is terminated any existing Orders shall remain in place until terminated in accordance with their terms, and such Orders shall continue to be governed in accordance with the terms of this Agreement.

Early Cancellation

7.4 If the Customer cancels an Order during its Service Term for any reason other than Speedcast's material breach of the Order or Agreement, then Customer must pay to Speedcast:

- 7.4.1 the Termination Fee;
- 7.4.2 all Charges for Services rendered and Equipment delivered prior to the date of cancellation; and
- 7.4.3 any other reasonable and demonstrable loss suffered by Speedcast as a result of the cancellation.

Suspension by Speedcast

7.5 Speedcast may suspend or reduce Services immediately on written notice, if Customer fails to comply with Customer's obligations under this Agreement or any Order, including paying Charges within the prescribed period or maintaining a Security Deposit as specified in an Order. Any suspension or reduction of Services may remain in effect until Customer is in full compliance with its obligations. Customer shall remain liable for all Charges during the period of suspension or reduction of Services.

Termination by Speedcast

7.6 Speedcast may immediately terminate an Order and

this Agreement "for cause" upon delivery of a notice to Customer, if:

- 7.6.1 Customer breaches its obligations under clauses 6.1, 6.2, 6.3 or 6.4;
- 7.6.2 Customer or a Customer Affiliate fails to make payment of any Charges due under an Order with any member of the Speedcast Group for more than seven (7) days after receiving a notice of non-payment from Speedcast or any member of the Speedcast Group;
- 7.6.3 Customer fails to cure its breach of any other provision of this Agreement or Order within 30 days after receipt of a breach notice from Speedcast;
- 7.6.4 Speedcast (or any member of the Speedcast Group) terminates for cause any other Order that it may have with Customer or a Customer Affiliate; or
- 7.6.5 Customer (i) files a petition for protection under bankruptcy or insolvency laws, (ii) makes an assignment for the benefit of creditors, or (iii) proposes or is a party to any dissolution or liquidation.

Termination by Customer

7.7 Customer may terminate an Order "for cause" upon delivery of a notice to Speedcast if:

- 7.7.1 Speedcast fails to cure its material breach of any Order within 30 days after receipt of a breach notice from Customer; or
- 7.7.2 Speedcast (i) files a petition for protection under bankruptcy or insolvency laws, (ii) makes an assignment for the benefit of creditors, or (iii) proposes or is a party to any dissolution or liquidation

Consequences of Termination

7.8 If an Order is terminated for any reason other than an unremedied breach on Speedcast's part, in addition to all of Speedcast's other remedies at law or in equity, the Termination Fee and all amounts due under this Agreement are immediately due and payable by the Customer, together with any accrued late payment interest. Upon termination, Customer shall not be entitled to any refund of amounts paid to Speedcast.

Force Majeure

7.9 Any failure or delay in the performance by Speedcast of its obligation to commence or to continue to provide a Service shall not be a breach of this Agreement or the Order or Schedule if such failure or delay results from any Force Majeure Event.

Survival

7.10 The termination of any Order for any reason shall extinguish all of Speedcast'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 or as the result of such termination,

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including, but not limited to, any applicable Termination Fee. Clauses 10, 11 and 12 shall survive the expiration or termination of any Order and/or the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Use of the Services and/or the Equipment is under limited license and no transferral of IP Rights incorporated therein is granted to Customer by virtue of this Agreement.

8.2 Any unauthorized use of the IP Rights of the Services and/or the Equipment shall constitute a material breach of this Agreement which shall entitle Speedcast to the remedies stated in this Agreement and under applicable law. Notwithstanding the foregoing, Customer agrees and undertakes to hold harmless and indemnify Speedcast against any claims, losses, costs and damages arising or incurred as a result of use of the Service that results in any infringement of IP Rights by Customer, Customer Affiliates or End Users.

9. CONFIDENTIALITY AND DATA PRIVACY

Confidentiality

9.1 The parties will keep confidential and will not use, divulge or communicate any Confidential Information to any person other than to their respective officers, employees, accountants, lawyers or agents with a need to know or as required by law or court order. This undertaking shall not apply to information which is approved for release by prior written authorization by the party disclosing the Confidential Information.

9.2 Each party further agrees, upon termination of this Agreement for whatever cause, to return to the other party on that party's request all documents and any materials received in connection with this Agreement containing any Confidential Information of the other party.

Personal Data

9.3 Speedcast shall comply with all reasonable requirements of Customer in relation to the protection of personal data of Customer's employees, contractors and customers received pursuant to this Agreement including but not limited to complying with Customer's instructions regarding processing and protecting such personal data and not disclosing such data to any third party without Customer's written consent.

9.4 Both parties will comply with all applicable data privacy laws.

10. LIABILITY AND INDEMNIFICATION

Disclaimer of warranties

10.1 All Service is provided on an "as is" and "as available" basis. Speedcast does not guarantee that the service is fault free and/or free from any virus or unknown defect. Speedcast 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.

10.2 Speedcast will use reasonable efforts to procure on a pass-through basis, the benefit of any manufacturer's Equipment warranty for the Customer.

Further disclaimers

10.3 Without prejudice to the generality of clause 10.1 and for the avoidance of doubt, Speedcast does not warrant or represent that any Services will be provided free of any interruption or disturbance and further excludes any responsibility or liability for:

- 10.3.1 loss or destruction of any Customer or End User data;
- 10.3.2 loss or damage to Speedcast Provided Facilities or Customer's equipment and facilities or any services thereby provided or used by Customer;
- 10.3.3 any loss or damage caused by an act or omission of Customer, and End User or their employees, agents, representatives or contractors or any third party;
- 10.3.4 any claim or loss arising from any Speedcast act or omission under the instructions or directions of Customer; and
- 10.3.5 any damages or losses of any nature whatsoever and howsoever arising (including loss of use, losses resulting from missing, contaminated or misdirected data, email or other electronic messages).

Limitation of liability

10.4 Subject to Clause 13 below, in no event shall Speedcast's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to Speedcast for the Services sold hereunder, or USD1,000,000, whichever is less.

10.5 All other rights and remedies of Customer of any kind are expressly excluded and waived.

10.6 Exclusion of Liability for certain Losses

Notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other for any indirect, incidental, consequential, punitive, special or other similar damages or any loss of profit, business, contract, opportunity, revenue or anticipated savings (whether in tort, negligence, strict liability or under any other theory of liability) whether foreseeable or not.

10.7 Indemnification

Customer shall indemnify and hold the Speedcast Group harmless 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 Users' use of the Services or Equipment, including, but not limited to those arising out of:

- 10.7.1 any violation of Speedcast's Acceptable Use Policy; or
- 10.7.2 Customer's breach of its obligations under clause 6 above, or

10.7.3 those arising out of any claims brought by any End User or any other third party in connection with any Service, including any disputes between or among Customer, its End User, other transmission recipients and/or transmission content suppliers; or

10.7.4 any warranty, representation, or statement Customer may make to a third party in connection with any Service.

11. PROPERTY INTEREST/ASSIGNMENT

11.1 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 Speedcast, including, but not limited to, any Speedcast Provided Facilities or any Equipment supplied under lease.

11.2 Speedcast Assignment

Speedcast may assign its rights and interests under this Agreement, any Order, any Speedcast Provided Facilities and any or all sums due or to become due under any Order to an assignee for any reason.

11.3 Customer Assignment

Customer may assign its rights under this Agreement and/or any Order only as a whole as to the agreement assigned and with Speedcast's express prior written consent.

11.4 Successors

This Agreement and/or any Order shall be binding on and shall inure to the benefit of any successors and assigns of the parties; provided, that no assignment of this Agreement and/or any Order 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 Agreement shall be null and void and of no force and effect.

12. REPRESENTATIONS AND COVENANTS

12.1 Representations and Covenants

Speedcast and Customer each represent and covenant that:

12.1.1 it has the right, power and authority to enter into and perform its obligations under the Agreement;

12.1.2 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;

12.1.3 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; all public or private consents, permissions, agreements, licenses or authorizations 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

12.1.4 it does not know of any broker, finder or intermediary involved in the negotiations and discussions incidental to the execution of the Agreement, or of any broker, finder or intermediary who might be entitled to a fee or commission as a result of the execution of this Agreement or the delivery of Services under this Agreement.

13. SERVICE LEVELS

The Service Level Agreement commitments **Compensation Scheme** ("Service Levels"), for Services are stated in the **attached Schedule A**. Maintenance of the Service may, but ordinarily will not, result in limited interruptions of Service. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels.

14. MISCELLANEOUS

14.1 Severability

Nothing contained in the Agreement shall be construed 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.

14.2 No Third Party Beneficiary

Other than as specifically set forth in the Agreement, the provisions of the Agreement are for the benefit only of Speedcast and Customer, and no third party may seek to enforce or benefit from those provisions. Both parties acknowledge and agree that the operational requirements are intended for the benefit of both Speedcast and all other customers using the Speedcast Provided Facilities and that such intended beneficiaries may separately, or in addition to the parties hereto, seek to enforce such provisions.

14.3 Non-Waiver

The Agreement may not be amended or modified in any way, and none of its provisions may be waived, except in writing duly executed by both parties.

14.4 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.

14.5 Independent Contractor

For the purposes of this Agreement, Customer is an independent contractor. Customer is not an agent, partner or employee of Speedcast and shall not hold itself out as such and shall have no authority to act for, represent or bind Speedcast to any other obligations.

14.6 Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all statements, understandings, commitments, or representations concerning its subject matter, unless otherwise expressly stated and agreed in writing by Speedcast.

14.7 Amendments

This Agreement may not be amended or modified except in writing, duly executed by both parties, provided however Speedcast may unilaterally determine which satellite, frequency band, antenna, and other Equipment and services will be used to provide Services and may change such Speedcast Provided Facilities or Equipment and services at any time, provided that any such change shall (i) maintain the level of Service otherwise provided in this Agreement and the Order, and (ii) not require Customer to purchase additional Equipment. Speedcast may amend the Schedules from time to time upon notice to Customer. Customer's obligation to comply with any amended Schedules will not begin until 10 Days after Customer is informed in writing of such amended requirements.

14.8 Choice of law

This Agreement shall be governed by the laws of the State of Qatar, 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 of Qatar.

14.9 Notices

- 14.9.1 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 email address set out in the MSA Details. Each party will advise the other promptly in writing of any change to the MSA Details.
- 14.9.2 Customer shall maintain an operational contact available at all times during the Service Term at the telephone number set out in the MSA Details to receive notices from Speedcast regarding technical problems, including Service failure and restoration.

15. **RULES OF CONSTRUCTION**

15.1 In this Agreement, unless the context otherwise requires:

- 15.1.1 words denoting the singular number include the plural and vice-versa;
- 15.1.2 words denoting a gender include every gender;
- 15.1.3 words denoting natural persons include bodies corporate and unincorporated;
- 15.1.4 use of the term "including" will be read as connoting "including but not limited to" and is not intended to limit the generality of the operative phrase to any examples which may follow;

15.1.5 reference to clauses or schedules is to clauses or schedules to this Agreement;

15.1.6 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;

15.1.7 headings to the clauses of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

15.1.8 where a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

15.1.9 references to defined terms will be interpreted in such a manner so as to complete the logical construction of the provision incorporating such term;

15.1.10 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;

15.1.11 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; and

15.1.12 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.

DEFINITIONS

"Affiliates" means with respect to a party, an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with that party.

"Charges" means any of the fees or charges as stated in an Order or otherwise charged to Customer.

"Confidential Information" means any and all data, information, or materials (whether in tangible or intangible form) that is disclosed by one party that is (a) marked in writing as confidential, (b) identified as confidential at the time of disclosure if disclosed orally, visually or by demonstration or (c) not marked as confidential if such information should reasonably be known by the recipient that it is considered confidential and excludes information which a party can demonstrate in the public domain, or lawfully in the possession of such party other than by way of a breach of this or any other agreement.

"Contract Documents" means the documents identified in clause 1 which constitute the terms and conditions of any Order.

"End User" means a company or individual who is authorized

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by the Customer to use the Services and/or the Equipment.

“Equipment” means the equipment and/or earth station facilities to be used in the utilization of the Service being either (a) provided by the Customer or a third party for the use of the Service; or (b) purchased by the Customer from Speedcast.

“Force Majeure Event” means an event beyond Speedcast’s reasonable control including, but not limited to: acts of God; acts or omissions of third parties; acts of terrorism; war; explosion; pandemic; destruction or malfunction of satellites providing Services or other equipment necessary to provide the Services; accidents; fires; floods; severe weather conditions; atmospheric or topographical considerations; strikes; insurrections; riots; embargoes; imposed sanctions; delays in transportation; inability to obtain supplies; or requirements, order or regulations of any applicable government authority or any other civil or military authority.

“IP Rights” means all intellectual property rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation all copyright works (whether future or existing), trademarks or service marks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, circuit layout rights, confidential information, trade secrets, inventions, innovations, and the right to have confidential information kept confidential.

“MSA Details” means the details of the parties set out in the first section of this Agreement or the cover page executed by the parties.

“Order” means an order placed by a Customer for Services under the terms and conditions of this Agreement with a service order form including particulars of the Services or Equipment and in particular any special conditions relevant to that Order.

“Product Schedule” means a Contract Document setting out Services and Equipment relating to a particular Speedcast product and attached at Exhibit A or otherwise appended to this Agreement.

“Service Commencement Date” means the earlier of (a) the date of Speedcast’s notice to the Customer that a Service has been activated; or (b) the date the Customer commences use of the Service

“Service Level Agreement” means a Contract Document setting out the service level agreement applicable to the Services and either contained within the Product Schedule or as a standalone document.

“Service(s)” means services to be provided by Speedcast, as described in a Product Schedule and/or an Order.

“Service Term” means the term of any Order, commencing from the Service Commencement Date and as set out in the Service Order Form.

“Speedcast Group” means Speedcast, Affiliates of Speedcast, and any of their respective officers, directors, shareholders, partners, members, employees, representatives or agents.

“Speedcast Provided Facilities” means teleports, satellites,

ground stations and switching facilities used to provide the Services that is owned or operated by Speedcast or its service providers.

“Taxes” means all applicable federal, state, local and foreign taxes or assessments, including value added, sales, use and excise taxes, universal service fund or other similar telecommunication assessments and any other fees or assessments (other than taxes or assessments based on Speedcast’s income).

“Termination Fee” means the amount equivalent to all Charges due and payable for the remainder of the Service Term of the applicable Order, including where such Service Term has been extended

SPEEDCAST SALAM - COMPENSATION SCHEME

1 Context:

Speedcast's Standard Compensation Scheme offering for Qatar is provided in this document and outlines :

- The monitoring tools used to monitor the services provided to Customers, faults, and outages
- The systems used to register Customer's complaints and how such complaints are handled, and
- Compensation due to the Customer

The Compensation Scheme offered to and agreed with a Customer ("Agreed Compensation Scheme") may vary from the Standard Compensation Scheme as a result of negotiation with the Customer.

Speedcast typically defines the Agreed Compensation Scheme in the Service Level Agreement ("SLA"). The SLA is offered for Service Order with a minimum Service Term of twelve (12) months.

The Service Level Agreement ("SLA") captures agreed information regarding:

- Monitoring Tools and Support provided by Speedcast to the Customer
- Logging
- Speedcast's committed Service Availability
- Compensation Scheme
- Exclusions

This document is structured as follows:

- Monitoring tools, support & logging of events
- Compensation via Outage Credits
- Exclusions

2 Monitoring tools, support & logging of events

2.1 Monitoring Tools and Support

Speedcast's Network Operations Center ("NOC") and Customer Support Centre ("CSC") provide 24 hours x 7days per week monitoring, fault reporting and maintenance of the Speedcast Service Network and technical assistances services to its service partners and customers.

Speedcast provides proactive monitoring of the Service and the associated functional components to ensure end-to-end visibility of the platform enabling efficient response to service impacting outages with the intent of fast return to normal operation through the continuous monitoring of the health and availability of platform components, services and interfaces.

The scope of the monitoring will be agreed with the Customer. The following are examples of ID Description Scope Frequency Output:

- Monitor the status (UP/DOWN) of Service - Node Continuous Automatically generated events and notifications to supplier NOC & Client stakeholders.
- Monitor the status of service interfaces to other systems and services such as federation, DNS, Interface to IPT platforms, etc. - Node Continuous Automatically generated events and notifications to supplier NOC & Client stakeholders. Report on changes to Inbound and outbound path / target systems associated with each workload independent of service Impact.
- Monitor the end to end state of the service -Workload Continuous Automatically generated events and notifications to supplier NOC & Client stakeholders.
- Monitor system and event logs- Node Continuous Automatically generated events and notifications to supplier NOC

& Client stakeholders.

2.2 Identification of Outages

In the event that an Outage occurs or there is a disruption to the Service that is End User-affecting and is detected by Speedcast's proactive monitoring, a ticket is automatically generated and the Customer is informed immediately.

Alternatively the Customer can open a ticket if they detect an End User-affecting and/or Outage that had not been identified by the proactive monitoring.

A formal investigation of the Outage is conducted by Speedcast, and if needed, with the support of the Customer. The investigation will determine the cause, nature and extent of the Outage, and will determine if it is a Confirmed Outage.

A Confirmed Outage means a Measured Failure of Customer's Service (i.e. End User-affecting) to meet Service Availability for a consecutive period of minimum sixty (60) minutes or longer or as specified in the Agreed SLA.

The Customer will receive a report regarding the Outage explaining the issue, cause and steps taken to restore the Service.

Logging of Events

Speedcast implements a combination of administrative and systems based logging of Events and incidents against the Service.

An Event is defined as the occurrence of any or all of the following:

- A failure to any of the service's components including hardware, software, and application components where no functional impact to user is observed or reported.
- A failure to any of the service's interfaces into other systems for which no discernable outage or service degradation is observed.
- A failure that results in the reduction in the availability, reliability and capacity of the service or its individual functional services.
- A failure to any of the service's components including hardware, software, and application components where an impact to user is observed or reported.
- A failure to any of the service's interfaces into other systems for which an outage or service degradation is observed.
- A failure that results in the reduction in the availability, reliability and capacity of the service or its individual functional services where a service outage or degradation is observed reported or anticipated.
- A failure that results in the loss or degradation to any of the service's functional service(s) independent of whether the fault lies within the platform's components, underpinning network infrastructure or within other systems for which the service has dependencies.
- The re-occurrence of the same event or symptom against a system component (hardware, software, application and interface) or functional service within a 15-day period.
- A security related event.
- A compliance related event.

3 Compensation via Outage Credits

Outage Credit

The Customer qualifies for Outage Credit for Confirmed Outages of 4 hours or more. Upon confirmation by Speedcast that the Confirmed Outage qualifies for the Outage Credit, Speedcast will promptly inform the Customer, and the Outage Credit will be processed in consultation with the Customer".

Calculation of Outage Credit

Outage Credits shall 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 clauses in the Agreed SLA.

The Outage Credit shall be calculated on a pro-rata basis based on the Monthly Service Fee but limited to 30% of the Monthly Service Fee paid by the Customer. 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 Speedcast in the following month to the qualified customer with exclusion to the Disqualified Customer.

4 Exclusions

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:-

- The failure or non-performance 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;
- The fault, negligent act, or failure to act of Customer, its employees, or agents or sub-contractors;
- 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 Speedcast provided facilities;
- Force Majeure Events; acts of God; acts or omissions of Customer or other third parties; acts of terrorism; war; explosion; destruction or malfunction of satellites providing Services or other equipment necessary to provide the Services; accidents; fires; floods; severe weather conditions; atmospheric or topographical considerations, including rain fade; strikes; insurrections; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements, order or regulations of any applicable government authority or any other civil or military authority
- Suspension of Service or Termination of the Service Agreement in accordance with the terms and conditions of the Service Agreement;
- Where Speedcast 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;
- The mobility of the Remote Sites, especially when the Remote Sites are operating at the edge of the footprint coverage or out of satellite footprint coverage; and/or
- Emergency or general maintenance that lasts for five (5) minutes or less. Speedcast will not directly notify the Customer in advance for such short duration maintenance. Speedcast will use its best efforts to limit such occurrences. In addition, Speedcast will undertake short-duration, general maintenance during the maintenance windows as notified by Speedcast 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.
- A situation arising from a blockage (either naturally occurring, such as a land mass feature, or as caused by the operation of machinery or other equipment, such as a crane) limiting the effectiveness of the Service.

Disqualified Customers:

Outage Credits shall not be available to Customers:-

- who block Speedcast from monitoring router and equipment at Customer's premises;
- who do not provide the necessary access to personnel and facilities of Customer to enable Speedcast to perform comprehensive troubleshooting;
- who does not have a good financial standing with Speedcast including having a record of bad debts or poor collection of payment.
- who has defaulted or breached or failed to perform any of its obligations under the terms and conditions of the Customer Service Agreement; and/or
- who has tampered with any equipment provided by Speedcast.