

SAT-MENA S.A.L – Equipment Lease Addendum Terms & Conditions

This Lease Addendum is between you and SAT-MENA S.A.L. and is separate and different from any other commitment you may have made with SAT-MENA and is fully enforceable under these terms. If you have purchased your Equipment from SAT-MENA's or other approved providers, this Addendum does not apply to you.

1. **Applicable Documents and Terms.** If you leased Equipment from SAT-MENA, the terms and conditions of this Lease Addendum, customer agreements and the pricing terms of the lease promotion apply to you and your agreement only. Unless otherwise specified in your Customer Agreement: (i) the leased Equipment shall at all times remain the sole and exclusive property of SAT-MENA and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your satellite Service for any reason; and (ii) we will charge you a monthly Equipment lease fee (an "**Equipment Lease Fee**") for the Equipment. If you elected a promotion under which you prepaid lease fees for the Minimum Service Term, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term for the Minimum Service Term, the monthly Equipment Lease Fee will be charged to your payment method on file.
2. **Ownership by SAT-MENA.** No leased Equipment provided to you by SAT-MENA shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.
3. **Return of Equipment.**
 - 3.1 If you cease to be a SAT-MENA customer for any reason (whether voluntarily or involuntarily), you must call SAT-MENA within seven days after the termination of your Internet Service to arrange for SAT-MENA to (i) send you instructions for you to return the modem and transceiver to SAT-MENA; or (ii) at SAT-MENA's option, send you a prepaid shipping package for you to return the modem and transceiver to SAT-MENA. You may make arrangements for SAT-MENA to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to SAT-MENA in good working order, normal wear and tear excepted. If SAT-MENA does not receive the modem and transceiver within 30 days after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to SAT-MENA, you agree to pay SAT-MENA any fees that SAT-MENA sees applicable.
 - 3.2 If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within 45 days after agreeing to upgrade your Internet Service, you agree to pay SAT-MENA the unreturned equipment fees for the applicable equipment types set forth in Section 3.1 above.
 - 3.3 The fees set forth in Sections 3.1 and 3.2 above represent compensation for a portion of the expenses incurred by SAT-MENA in establishing your account and providing you the modem and transceiver for your use. You agree that SAT-MENA may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with SAT-MENA (Card Payment or EFT Payment) and you hereby authorize such charges by SAT-MENA.
4. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Internet Service under this Agreement, SAT-MENA will, at no additional charge to you, replace Equipment you lease from SAT-MENA that SAT-MENA, in its sole discretion, determines to be defective ("**Defective Equipment**"). Defective Equipment replacement under this Section 4 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. For the first 90 days after initial activation of your Internet Service, SAT-MENA will waive its standard service call charge if SAT-MENA makes a service call. After the first 90 days following initial activation of your Internet Service, SAT-MENA's standard service call charge shall apply to all service calls by SAT-MENA. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling our Customer Care. All maintenance and repair of Equipment shall be performed by us or our designee(s). SAT-MENA may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
5. **Loss or Damage of Equipment.** Provided that you undergo a lease Agreement with SAT-MENA and that you undergo a Minimum Service Term, then losing or damaging the equipment outside the scope of section 4 will be deemed to be outside the scope of SAT-MENA and you will still be obliged to continue paying the monthly/quarterly fees to SAT-MENA. Should you wish to continue benefiting from the services offered by SAT-MENA, then you should purchase new equipment from SAT-MENA and installation fees will be offered for free and at no extra charge.
6. **Monthly Lease Fee.** You will be charged a monthly fee for the lease of the Equipment in connection with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. IF YOU ARE NOT RECEIVING A PRICE-LOCK GUARANTEE, THE LEASE FEE IS SUBJECT TO CHANGE AT ANY TIME.

7. **Disclaimer.** SAT-MENA PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. SAT-MENA IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
8. **Customer Acknowledgement.** Customer acknowledges and agrees that SAT-MENA is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification but section 5 still applies.
9. **Physical Space, Power, and Protection.** It is the Customer's duty to provide the necessary space, power, and protection to properly install and maintain the Equipment. Any losses, damages, or inability to use the Service resulting in suboptimal physical space and/or medium, power supplies, and lack of protection is put on the customer's liability. The Service fees still apply and it is the duty of the Customer to procure new Equipment through SAT-MENA or ensure operability of the Equipment at the Customer's own expense.
10. **Termination or Suspension by SAT-MENA.** We reserve the legally allowed entitlement to terminate or suspend the Lease Addendum at any time (with or without notice), in whole or in part. If we terminate or suspend the Lease Addendum because you have or a user of your account has breached the Lease Addendum or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Lease Addendum, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly/quarterly Service fee for any month (or portion of a month) in which you receive the Service and SAT-MENA will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. We reserve the legally allowed entitlement to terminate or suspend the Lease Addendum and our liabilities under a "Force Majeure" event, which means any circumstances or conditions beyond our reasonable control, which prevents us from fulfilling our obligations in the Lease Addendum including, without limitation to; labor strikes, protests, heavy revolutions, riots, wars whether declared or not, natural events, Authority action, national emergency, embargoes, interference, satellite malfunction, launch failure or delay, Government acts, pandemics, and general shortages of materials or labor caused by a dock strike or event of a similar nature. Circumstances and conditions will not be considered as Force Majeure if we could have reasonably foreseen its effects and made alternative arrangements. The gross negligence, misconduct, willful act or omission by our side, our directors, employees, servants or agents shall not constitute Force Majeure.