

**Master Service Agreement (MSA) between
SAT-MENA S.A.L. and Enterprise/Vertical Customers**

This Master Service Agreement, and the policies identified as being a part of, or incorporated into, this Agreement, (collectively, the “**Agreement**” or “**MSA**”) between SAT-MENA S.A.L. located at 3rd floor, Arab Bank Building, Banks Street, Riad Al Solh, Beirut, Lebanon (“**SAT-MENA**”, “**Us**” or “**We**”), and you, the Customer (“**Customer**” or “**you**”), effective on the date you accepted this Agreement below (the “**Effective Date**”), describes the terms and conditions between you and us applicable to SAT-MENA’s satellite based Internet service, Wi-Fi service, voice over Internet protocol (“**Voice**”) service or other services (collectively, the “**Service**” or “**Services**”). SAT-MENA and Customer may be referred to herein individually as a “**Party**” or together as the “**Parties.**” The Parties hereby agree as follows:

1. **The Service.**

- 1.1 **Product.** SAT-MENA will provide the Service(s) to you that you have selected to purchase. SAT-MENA will provide you with a quote and/or an email communication confirming the Services you have selected (collectively “**Customer Quote**”). Depending on the Services you have selected to purchase.
- 1.2 **Acceptable Use of the Service.** Your usage of the Service is subject to the Acceptable Use Policy, available at www.SAT-MENA.com, which forms part of this Agreement and is incorporated herein.

2. **Term.**

- 2.1 **General.** The term of this Agreement commences on the date you sign this Agreement, or we activate the Service, (whichever is earlier) and continues for the duration of the Minimum Service Term (defined below), unless terminated earlier by you or SAT-MENA (“**Term**”). After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month or quarter-to-quarter basis (depending on your Customer Quote), unless you have agreed to a new Minimum Service Term under another service plan offered by SAT-MENA.
- 2.2 **Minimum Service Term.** Our Service requires you to commit to a single 24-month minimum service term, regardless of the Service(s) you purchase or the date you make your purchase (“**Minimum Service Term**”), starting on the day your Internet Service is activated, unless a different term is expressly provided in the written terms in a Customer Quote. If you upgrade from a Service plan and the upgraded plan requires: (i) the use of upgraded Leased Equipment (as defined below), or (ii) a service call to your location, then you must commit to a new 24-month Minimum Service Term beginning on the date we activate your new plan. If you terminate Service with us prior to the expiration of the then applicable Minimum Service Term, you will owe (and your credit card, debit card, or bank account will be charged) a Termination Fee (“**Termination Fee**”) in accordance with Section 2.3 below.
- 2.3 **Termination Fee.** The Services have Termination Fees as stated below and detailed further. You are responsible for each applicable Termination Fee depending on the Services you select if stated in your Customer Quote. If specifically stated in the Customer Quote, then the termination fee communicated with you supersedes the below termination fee.
- a. The Termination Fee is equal to the number of months left your applicable Minimum Service Term multiplied by the monthly service fee.

3. **Leased Equipment, Purchased Equipment and Installation**

- 3.1 **General.** Unless expressly set forth in the Customer Quote for your Service, most SAT-MENA Services require the use of SAT-MENA Leased Equipment (as defined below), and other SAT-MENA equipment, such as, but not limited to, ancillary customary mounting and installation materials. Your entitlements to and use of such Leased Equipment (as defined below) and other SAT-MENA equipment are described herein. “**Leased Equipment**” means the equipment consisting of a modem, receiver, and if applicable, wireless Access Points, controllers, hardware, local-area network devices, and routers. SAT-MENA shall provide the Leased Equipment to you during the Term at the cost set forth on the SAT-MENA portal. Depending on the type of Service plan selected, SAT-MENA may ship the Leased Equipment to your location, and in some instances, you may also be required to self-install the Leased Equipment. Upon request by SAT-MENA, you will provide SAT-MENA a primary contact for the Service location for troubleshooting and account maintenance purposes. Leased Equipment terms and conditions only apply to instances whereby the equipment is leased. In cases of equipment purchase, these terms are not applicable.
- 3.2 **Replace and Return.** Unless expressly set forth in the Customer Quote for your Service, SAT-MENA has the entitlements, in its sole discretion, to provide or replace the Leased Equipment with new or reconditioned Leased Equipment. SAT-MENA also has the entitlements to remove, or require the return of, any or all Leased Equipment (whether in working order or not) upon cancellation or disconnection of your Service for any reason. Provided that you are in compliance with all terms and conditions of this Agreement, while you receive Service under this Agreement, SAT-MENA will, at no additional charge to you, replace Leased Equipment that SAT-MENA, in its sole discretion, determines to be defective (“**Defective Equipment**”). Defective Equipment replacement under this Section 3.2 expressly excludes charges for service calls and for damage to, or destruction or misuse of, the Leased Equipment by you or any third party, whether accidentally or otherwise. You shall notify us promptly of any defect in, damage to, destruction of, or accident involving your Leased Equipment by calling our Customer Care. All maintenance and repair of Leased Equipment shall be performed by us or our designee(s). SAT-MENA will charge you for any repairs that are necessitated

by any damage to, or destruction or misuse of, the Leased Equipment and you shall be responsible for any associated shipping costs.

- 3.3 **Ownership by SAT-MENA.** Title to, and ownership of the Leased Equipment shall at all times remain with SAT-MENA. Our ownership of the Leased Equipment may be displayed by notice contained on it. We reserve the entitlements to make filings with governmental authorities we determine necessary to evidence our ownership entitlements in the Leased Equipment, and you agree to execute any and all documents as we determine necessary for us to make such filings. You shall not pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, tamper with, or alter the Leased Equipment (or any notice of our ownership thereon) at any time. We will perform any reinstallation, return, or change in the location of the Leased Equipment at our service rates in effect at the time of such service.
- 3.4 **Responsibility for Care of Leased Equipment.** You are solely responsible for preventing the loss, damage, or destruction of Leased Equipment. Depending on the type of Service you have selected, you may be responsible for the installation of Leased Equipment.
- 3.5 **Return of Equipment.** Unless expressly set forth in the Customer Quote for your Service, if you cease to be a SAT-MENA Customer for any reason (whether voluntarily or involuntarily), you must call our Customer Care within seven days after the termination of your Service to arrange for the return of Leased Equipment. You acknowledge that you must return the Leased Equipment to SAT-MENA in good working order, normal wear and tear excepted.
- 3.6 **Disclaimer.** SAT-MENA PROVIDES THE LEASED EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE LEASED EQUIPMENT. LEASED 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, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE LEASED EQUIPMENT PROVIDED TO YOU.
- 3.7 **Customer Acknowledgement.** You acknowledge and agree that SAT-MENA is not extending credit and that any fee we may charge does not constitute interest, a credit service fee, or a finance charge.
- 3.8 **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 3.2 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.
- 3.9 **Stolen Leased Equipment.** If your Leased Equipment is stolen or otherwise removed from the designated installation location without your authorization, you must notify SAT-MENA 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 Leased Equipment. You will not be liable for unauthorized use that occurs after we have received your notification, however section 3.8 still applies.
- 3.10 **Permissions for Installation.**
- a. **Authority to Permit Installation of Equipment on the Customer Location.** Unless otherwise set forth in the Customer Quote, you represent and warrant that the Service will be installed and used solely within the designated installation location and that there are no legal, contractual, or similar restrictions on the installation of the SAT-MENA equipment or Leased Equipment, as applicable, (the "Equipment") within the designated installation location(s) that you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, business district or association rules, covenants, conditions, and restrictions, and lease obligations related to the designated installation location applicable to the Service (and the installation of the Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service and the installation of the Equipment (collectively, "Legal Requirements"). Without limiting the foregoing, to the extent you are leasing the designated installation location, you should review your lease and you agree to secure any landlord approvals that are necessary or advisable and pay any associated fees prior to installation of the Equipment. We shall not be required to execute any agreements with any third party in connection with the installation. You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. If you approve a roof mount installation, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane).
 - b. **Access to Your Location and Network.** You acknowledge and agree that SAT-MENA or its Designated Service Provider (as defined in the Customer Quote) must access the designated installation location and, in certain circumstances, your computer, network or other devices to install and maintain the Equipment, including the receiver (which may require roof access). This will include attaching the Equipment to your computer or other devices, and, if applicable, installing software on your network, computer or other network devices, and configuring your network, computer or other network devices to optimize the performance of the Service. You confirm that you have reviewed the installation plan and agreed to any associated charges. You are responsible for backing up the data on your computer or other devices and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. NEITHER SAT-MENA

NOR ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR, OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT OR USE OF SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE CUSTOMER LOCATION OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER, NETWORK OR OTHER DEVICES. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If we determine in our sole discretion that there are unacceptable hazards associated with the installation, we may discontinue the installation at any point and terminate this Agreement without liability. In such a case, you will not incur any Termination Fees.

- c. **Authorization for Installation.** You hereby authorize SAT-MENA or its designated service provider to perform the installation of the Equipment at the designated installation location subject to the terms of this Section 3.9 and initiate the Service.

3.11 **Software License for Equipment.** The Equipment contains software and/or other intellectual property that are subject to license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

3.12 **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.

3.13 **Service Calls.** For the first 90 days after initial activation of your Service, SAT-MENA will waive its standard service call charge if SAT-MENA makes a service call unless such service call was necessitated as a result of damage to, or destruction or misuse of, the Equipment. After the first 90 days following initial activation of your Service, SAT-MENA's standard service call charge shall apply to all service calls by SAT-MENA in respect of the Equipment or the Service.

4. **Users of the Service; Responsibility and Supervision.**

4.1 **Account Set-Up.** We may, in our discretion, provide one or more administrative portals or websites available to you in connection with your use of the Service and your usage of data ("**Account Access**") or, as applicable to the Service selected, so you can administer end users' access to the Service and review data usage reports. In connection with Account Access and discussions with us regarding your account, we may furnish you with one or more user identifications or passwords. You are responsible for it and its authorized users' confidentiality of such information. You are also responsible for verifying and maintaining the account, options, settings, and other parameters under which the Service are used. We may discontinue Account Access at any time in our discretion.

4.2 **Multiple Use of Account.** Only devices physically located in the designated installation location may receive the Service under a single account. For clarity, the designated installation location shall be limited to the single address where the Service is installed, and does not include adjacent apartments, residences, offices, or any type of space not physically associated with such address (nor suites or other locations at the single address if not associated with your business). Any use of the Service other than as specified in this Agreement is unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fees (defined in the Customer Quote, as applicable), without prejudice to any other entitlements and remedies available to us under this Agreement.

4.3 **Customer Responsibility.** It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a router or switch if you intend to access the Service on multiple devices) required to access the Service. You are responsible for all access to and use of the Service and Account Access through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred under this Agreement, including, without limitation access and use by your employees, agents, contractors, patrons or customers, and representatives. You are responsible for backing up (a) any data you submit, receive, or transfer over the Service, including, without limitation, your email, and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge that you are aware that content accessible on or through the Service may contain material that is unsuitable for minors. You are responsible for supervision of usage of your account by minors. You hereby ratify and confirm and shall be responsible for any obligations incurred by a minor using your account.

5. **Fees and Payment**

5.1 **Fees, Taxes and Other Charges.** You will timely pay all fees due and owing to SAT-MENA, including without limitation, the activation fee, monthly service fee, fees for repair or replacement of damaged Equipment, and any additional fees set forth in the Customer Quote (collectively, the "**Service Fees**") for the Service. You agree to pay all applicable taxes, fees and surcharges related to your use of the Service, provision of Services, software or hardware or the use of the Service by others at the designated installation location.

- a. **Commencement and Duration of Fees.** Unless otherwise set forth in the Customer Quote, you will pay the monthly fee for the Service each month in advance, for so long as you are a Customer to the Service, beginning with the date we

activate the Service, and we may bill other one-time Service Fees in advance or arrears. In addition, we may bill you for some aspects of the Service individually after they have been provided to you; these include charges for additional data usage beyond your data allowance. Your account will continue until you cancel your account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). You may cancel your account at any time, subject to payment of the Termination Fee, if applicable (and defined in the Customer Quote). The monthly fee and the Monthly Lease Fee (and any other monthly recurring fee, if any) shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with this Agreement. You acknowledge that SAT-MENA has the entitlements, but not the obligation, to offset any amounts owed to you by SAT-MENA from any amounts you owe to SAT-MENA.

- b. **Billing and Charges.** We will send your billing statements to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing that are an integral part of this Agreement are contained in a Customer Quote. SAT-MENA reserves the entitlements to correct and charge under-billed or unbilled amounts for a period of 180 days after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full within 15 days of the date of invoice.
- c. **Administrative Fees.** If we do not receive your electronic payment by its due date or your payment is returned, we may charge you administrative late or nonpayment fees. Such charges could apply monthly until all delinquent amounts are paid in full. If your bank or other financial institution fails to honor the electronic funds transfer out of your bank account (“EFT Payment”) or credit card or debit card payment (“Card Payment”), we may charge you a collection fee. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to non-payment.

5.2 **Payment Authorization.** SAT-MENA will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Service, including any fees owed post termination of Service, and any other amounts payable under this Agreement unless applicable law requires us to accept another method of payment or SAT-MENA has otherwise agreed in writing to accept another method of payment from you. You agree that SAT-MENA will bill your monthly fees and one time charges in advance and will bill other fees in arrears such as fees for additional data usage beyond your data allowance, and will automatically collect these fees through either a Card Payment or EFT Payment (unless applicable law requires another method of payment or as otherwise agreed to by SAT-MENA in writing). By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by SAT-MENA. You agree that SAT-MENA will bill the charges described above to the payment method provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update us with any changes to your account information, such as changes in your billing address, credit card number, credit card expiration date, bank account number, or contact email address. You may make changes to such information by calling SAT-MENA at our Customer Care. If you fail to provide us with any of the foregoing information, SAT-MENA will continue charging you for any Service provided under your account in the same manner it had previously charged. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, we may immediately suspend your account and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before we issue your next statement, we may terminate your account and you will owe us any applicable termination fees as set forth in your Customer Quote. In addition, if you are receiving Service at multiple locations, we may suspend or terminate any other account you have with us due to late payment or non-payment for your Service at any location. Your card issuer agreement governs use of your credit or debit card in connection with the Service and you must refer to that agreement with respect to your entitlements and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. SAT-MENA will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

5.3 **Disputes and Partial Payments.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should promptly contact us at our Customer Care. You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases, and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If you make a partial payment, we will apply it to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked ‘payment in full’ or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our entitlements to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us, you agree to pay the reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorney’s fees, and court costs.

5.4 **Reactivation.** To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed an amount equal to 12 times the monthly service fee. Any amounts you deposit will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, we will deduct the unpaid amount each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

5.5 **Credit Inquiries and Reporting.** You authorize us to make inquiries and to receive information about your credit experience from others, including, without limitation, credit reporting agencies, to enter this information in your file, and to disclose this information concerning you to third parties for reasonable business purposes. You authorize SAT-MENA to report both positive and negative information about your payment history to any credit reporting agencies.

6. **Modifications, Entitlements of Cancellation or Suspension**

6.1 **Modification of this Agreement.** We may modify this Agreement, which includes the incorporated policies, prospectively (and not retroactively), including, without limitation, our pricing and billing terms (“**Amendments**”) by posting such Amendments within a SAT-MENA website. Each Amendment is effective upon posting. We may, but are not required to, also notify you by e-mail or other electronic notice of the posting of an Amendment. If you do not agree to an Amendment, then you must terminate this Agreement in accordance with Section 6.3 below and stop using the Service within 30 days after the effective date of such Amendment. Your continued use of the Service after this 30-day period constitutes your acceptance of such Amendment. You acknowledge and agree that termination of the Service by you shall be your sole and exclusive remedy for any Amendment.

6.2 **Modification of the Service.** Because of the nature of the ongoing provision of the Service, we may discontinue, add to, or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, access to support services, publications, and any other products or services ancillary to the Service. In particular, we reserve the entitlements in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication, or other content that we or one of our vendors provide to you in connection with the Service. We reserve the sole entitlements to manage and configure the Service signals, frequencies, and channels broadcast by the Equipment. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice within the SAT-MENA Website, or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service within 30 days of the effective date of the changes. Your use of the Service after 30 days from the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our policies, including the Acceptable & Use Policy and any Customer Quote, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to SAT-MENA or its Customers, (e) withdraw, change, suspend, or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.

6.3 **Termination by Customer.** Depending on your Customer Quote, to terminate this Agreement without cause, either party may be required to provide 30 days’ written notice to the other Party. In such cases, you may terminate this Agreement in whole, but not in part, upon 15 days’ prior written notice if SAT-MENA materially breaches any term of this Agreement and such breach is not capable of being cured or, in the case of a breach capable of being cured, if the other party fails to cure such breach within the 30-day period after receiving written notice detailing the breach. Subject to your payment of the monthly fees for the full billing cycle in which termination occurred and any termination fees, if applicable (and all other due and past due amounts, if any), you may immediately terminate this Agreement at any time by giving us written or telephone notice. SAT-MENA will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. In limited circumstances, SAT-MENA may permit you to temporarily suspend Service. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. SAT-MENA does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any of the web or email services provided to you as part of the Service. In addition, if you have Leased Equipment, upon termination you will be responsible for the return of the Leased Equipment to SAT-MENA as set forth in this Agreement. For a fee, SAT-MENA will assist you with the return of the Leased Equipment.

6.4 **Termination or Suspension by SAT-MENA.** We reserve the entitlements in our sole discretion, either for convenience or with cause, to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. Unless otherwise stated in your Customer Quote, if we terminate this Agreement for convenience, we will provide you with 30 days’ notice. If we terminate or suspend your Service because you have, or a user of your account has, breached this Agreement 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 Agreement, 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 fees 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 entitlements to terminate or suspend the agreement 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 Agreement 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.

7. **Permitted Use and Restrictions on Use.**

- 7.1 **Software License.** Subject to the terms of this Agreement, SAT-MENA grants to you a personal, non-exclusive, non-assignable, and non-transferable license to use and display the software provided by or on behalf of SAT-MENA (including any updates) only for the purpose of accessing the Service (“**Software**”) on any device(s) on which you are the primary user or which you are authorized to use. Depending on your Service plan, SAT-MENA may grant you a limited, non-exclusive, non-assignable, non-transferable, revocable license for the duration of the Term to access and use SAT-MENA’s proprietary wireless management software solely for you to manage End Users’ use of the Service. Our Privacy Policy, which applies to the Service, provides important information about the Software applications we utilize. Please read the terms of the Privacy Policy very carefully, as they contain important disclosures about the use and security of data transmitted to and from your devices through the Service. Unauthorized copying of all or any portion of the Software, including, without limitation, portions or items that have been merged with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by SAT-MENA. Any attempt to sublicense, assign, or transfer any of the entitlements, duties, or obligations under this license is void and may result in termination by SAT-MENA of this Agreement. You agree that you shall not copy, distribute, decompile, or duplicate, or permit anyone else to copy, distribute, decompile, or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement. The license granted under this Section 7.1 terminates upon termination of the Agreement or termination of the Service.
- 7.2 **Restrictions on Use of the Service.** You agree to comply with SAT-MENA’s Acceptable Use Policy and Data Allowance Policy. SAT-MENA reserves the entitlements to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity under such policies, which are available at www.SAT-MENA.com. You do not own or have any entitlements (other than those expressly granted to you) to a particular IP address, even if you are utilizing a persistent IP address.
- 7.3 **Prohibition on Resale.** You agree not to use the Service for operation as a Service provider, or to run programs, equipment, or servers from the designated installation location that provide network content or any other similar services to anyone outside of such location.
- 7.4 **No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software, or Service or permitting any other person who is not authorized by SAT-MENA to do the same.
- 7.5 **Compliance with Laws.** You agree to comply with all applicable laws, rules, and regulations in connection with the Service, your use of the Service, and this Agreement.
- 7.6 **Security.** You agree to take reasonable measures to protect the security of any devices you connect to the Internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs, or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an Internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, SAT-MENA may immediately suspend the Service until such time as your computer or device is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees, and other charges under this Agreement during any period of suspension. Although SAT-MENA has no obligation to monitor the Service or its network, SAT-MENA and its authorized suppliers reserve the entitlements to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Service, identify violations of this Agreement, or protect the SAT-MENA network, the Service, and other users of the Service. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

8. **Warranties and Limitation of Liability**

- 8.1 **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES ARE AT YOUR AND YOUR GUESTS, PATRONS, EMPLOYEES AND OTHER END USERS IS AT YOUR SOLE RISK. SAT-MENA AND SAT-MENA’S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS, AND THIRD-PARTY CONTENT PROVIDERS (COLLECTIVELY, “**SAT-MENA’S PARTNERS**”) DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS, OR LATENCY PERFORMANCE. THE SERVICE IS DISTRIBUTED ON AN ‘AS IS’ AND ‘AS AVAILABLE’ BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, OR NON-INFRINGEMENT. SAT-MENA AND SAT-MENA’S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE, OR UNINTERRUPTED, OR WILL OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SAT-MENA OR ANY OF SAT-MENA’S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE SAT-MENA PROVIDES YOU WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, SAT-MENA AND SAT-MENA’S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. SAT-MENA AND SAT-MENA’S PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM YOUR USE OF THE SERVICE.

- 8.2 **LIMITATION OF LIABILITY.** NEITHER SAT-MENA NOR ANY OF SAT-MENA'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY OR THE WARRANTIES SET FORTH IN SECTION 8.1 AND ELSEWHERE IN THIS AGREEMENT SHALL BE VOIDED, THEN IN SUCH EVENT SAT-MENA'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF SAT-MENA'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SAT-MENA BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT, OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT, OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR SAT-MENA TO ENTER INTO THIS AGREEMENT AND THAT SAT-MENA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY SET FORTH HEREIN
- 8.3 **Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if SAT-MENA, SAT-MENA's Partners, or you were advised or aware of the possibility or likelihood of such damages or liability.
- 8.4 **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. The Service is not fail safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to a severe injury to persons, property, or the environment. You expressly assume, and shall indemnify, defend, and hold us harmless from, all risks and liabilities associated with your use of the Service in situations requiring fail-safe performance. Without limiting the foregoing, we are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure, satellite failure, ground station failure, or any other cause beyond our reasonable control. However, because we value our Customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN ALL SUCH CASES.
- 8.5 **Indemnity.** You agree to indemnify, defend, and hold us and SAT-MENA Partners harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account (collectively, "**Losses**"), arising out of, related to, or incurred in connection with any claim brought by a guest, employee or end user or any claim brought by your employees or agents for compensation or damages arising out of this Agreement or the expiration or termination of this Agreement. In addition, you shall indemnify, defend, and hold us and SAT-MENA Partners against all Losses arising out of, related to or are incurred in connection with third party claims resulting from (i) any breach of your representations, warranties, covenants, agreements and other obligations under this Agreement, (ii) any act or omission committed or alleged to have been committed by you or any employee, agent, subcontractor, or other representative of yours, or (iii) any contract, debt or obligation made by you. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation of this Agreement by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication, or other content, and all costs incurred by us in enforcing this Agreement against you.
- 8.6 **Third-Party Beneficiaries.** The provisions of this Section 8 are for the benefit of us and SAT-MENA's Partners, and each shall have the entitlements to assert and enforce such provisions directly on its own behalf against you. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any entitlements in third parties and no other party shall be deemed a third-party beneficiary under this Agreement.
- 8.7 **Limitations.** The Internet Service is available at locations within some countries within the MENA region and surrounding countries (the "**Target Market**") with an unobstructed view of the Astra-2F satellite and within the reach of the satellite beam allocated over the Target Market. You acknowledge all download and upload Internet Service speeds are 'up to' and are not guaranteed and will vary to ensure fair and stable access to all our customers. You acknowledge that the performance of some games over the Internet is very poor and some games may not work at all. Virtual private networks and remote computer access may be very slow with the Internet Service. Some virtual private networks may not work at all.
- 8.8 **System Requirements.** It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not receiving a SAT-MENA supported and suggested Wi-Fi Modem or SAT-MENA and suggested supported Wi-Fi Gateway modem, or another other device that provides for wireless connectivity) required to access the Internet Service.

9. **General**

- 9.1 **Call Monitoring, Recording and Other Communications.** For quality assurance, SAT-MENA records and/or monitors telephone calls and online chat sessions between you and SAT-MENA agents, employees, and/or its affiliates regarding the Service. By using the Service, you (and anyone calling or otherwise contacting SAT-MENA with regard to your account) consent to any and all call and online chat session recording and monitoring performed by SAT-MENA or its agents, employees, and/or its affiliates. You agree that

by entering into this Agreement and providing SAT-MENA with your telephone number and/or your e-mail address, SAT-MENA or its agents may contact you for: (a) any account-related issues by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals, and/or (b) for any account-related issues or for marketing purposes by sending an e-mail to such e-mail address. The consent provided here continues even if your Service terminates. If you do not wish to receive marketing emails, you may follow the opt-out instructions contained in any such email by making an opt-out request or by calling our Customer Care.

- 9.2 **Confidential Information.** You may receive confidential information about SAT-MENA and its business, including the terms and conditions of this Agreement, the Service, sales methods, strategies and plans, End-User information, costs and other non-public information ("**Confidential Information**"). You agree not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. You shall maintain all Confidential Information in accordance with all applicable laws and shall be responsible for the security of such information in its possession. You agree that all Confidential Information will be and remain the property of SAT-MENA.
- 9.3 **Applicable Law.** This Agreement is made in the Republic of Lebanon. This Agreement and all of the parties' respective entitlements and duties, including, without limitation, claims for violation of state laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the Republic of Lebanon, excluding conflicts of law provisions.
- 9.4 **Dispute Resolution.** To expedite resolution of issues and control the cost of disputes, you and SAT-MENA agree that any legal or equitable claim or cause of action relating to this Agreement, any addendum, or the Service (referred to as a "**Claim**") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("**Notice**"). You will send your Notice to the address on the first page of this Agreement to the attention of the SAT-MENA Legal Department and we will send our Notice to your billing address. If you and SAT-MENA are unable to resolve the Claim within 60 days after Notice is received, then SAT-MENA and you agree to arbitrate any and all Claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory relating in any way to this Agreement, the Service, the Equipment, installation of the Equipment or service calls; Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or Any Claims that may arise after the termination of this Agreement that in any way relate to the Service, the Equipment, installation of the Equipment, service calls, or this Agreement.
- 9.5 **You agree that by entering into this Agreement, you and SAT-MENA each expressly waive the entitlements to participate in a class action and/or a trial by jury.**
- 9.6 **Export Laws.** Without limiting your obligations under Section 7.5, you acknowledge that the hardware, software, technical data or technology, and/or services (for purposes of this Section 9.6 only, collectively, the "**Products**") supplied by SAT-MENA, directly or indirectly, under this Agreement are subject to the Republic of Lebanon export laws and regulations and the laws of non-Lebanon governments that may apply to the import, export, use, transfer, or distribution of the Products. The applicable Lebanon regulations are determined by the export control level of the Products and may include, without limitation, the Export Administration Regulations, Foreign Assets Control Regulations, and the International Traffic in Arms Regulations. You shall comply with these laws. SAT-MENA shall have no obligation to deliver any Products in violation of Lebanon export laws. You will not, without prior Lebanon governmental authority authorization, export, re-export, or transfer (for purposes of this Section 9.6, collectively "**Export**") any Products, either directly or indirectly, to any country subject to a Lebanon trade embargo or sanction, or to any resident or national of these countries, or to any person or entity listed on any Lebanon government restricted party list. In addition, no Products may be exported, re-exported, or transferred to any end-user engaged in prohibited activities, or for any end-use, directly or indirectly related to the design, development, production, or use of weapons of mass destruction including nuclear, chemical, or biological weapons, and/or the missile technology to deliver them.
- 9.7 **Notices, Disclosures and Other Communications.** Where notification by SAT-MENA is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail or publication over the Service or the SAT-MENA website. A printed version of this Agreement and of any notice given in electronic form by SAT-MENA shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 9.8 **Construction and Delegation.** If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal, or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal, or unenforceable term. Neither the course of conduct between the parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our entitlements under this Agreement, and we may collect payment on their behalf, if applicable.

- 9.9 **Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for, or forfeit any entitlements or discretion based on, the enforcement, non-enforcement, or consistency of enforcement of these terms. Captions used in this Agreement are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement that by their nature should continue shall survive any termination of this Agreement. The Parties are independent contractors and nothing in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party shall have the authority to act or create any binding obligation on behalf of the other Party.
- 9.10 **Assignment of Account.** This Agreement is not assignable by you. Unauthorized assignment of this Agreement shall be void. This Agreement shall be binding upon and shall inure to the benefits of the Parties' successors and authorized assigns. You may not assign or transfer your Service without our written consent. We may sell, assign, pledge, or transfer this Agreement, your account, your Service, or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.
- 9.11 **Entire Agreement.** This Agreement (including all documents and writings identified in this Agreement as being part of this Agreement) constitutes the entire and only agreement with respect to its subject matter between you and SAT-MENA, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter.