



SATELLITE SERVICES TERMS AND CONDITIONS

1 PROVISIONS FOR SATELLITE SERVICES

1.1 Satellite Services

- 1.1.1 Satellite Service (as defined in a Proposal) is a contention service, for which a contention ratio is applicable. CUSTOMER will adhere to GDS's Fair Access Policy, a copy of which is available upon written request to GDS. GDS implements weight-based fair queuing algorithms to give all customers equal and fair access to network resources if no CUSTOMER specific QoS (as defined in a Proposal) is implemented.
- 1.1.2 CUSTOMER acknowledges that that GDS does not own or operate their own satellite communication system, GDS is a reseller of Satellite Services, GDS purchases satellite services from third party suppliers (collectively referred to as "Supplier(s)") under strict contractual terms and conditions required of all resellers.
- 1.1.3 CUSTOMER acknowledges that Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by GDS or a Supplier. Services may also be temporarily interrupted or curtailed due to modifications, upgrades, repairs, or similar activities of Supplier. The use and restoration of certain space segments is governed by Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities.
- 1.1.4 CUSTOMER acknowledges and agrees that GDS has no liability for any Supplier services and that GDS makes no warranties with respect to the availability of the Satellite Services. CUSTOMER's sole remedy for a failure by GDS to provide Satellite Services during the contracted term for such Services, will be for the CUSTOMER to request an Outage Credit, as defined in Section 6 of the MSA.
- 1.1.5 The obligations of GDS and the terms for the sale and provision of Services are subject to the terms of the agreements under which GDS purchases the Services from its Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation of GDS under this Contract is not permissible or possible under an Other Contract, the Other Contract will prevail, and such obligation will be suspended or modified to the extent required by the Other Contract.
- 1.1.6 Improper Illumination: "Improper Illumination" is defined as transmissions other than as specified by GDS including but not limited to (a) transmissions of an unapproved frequency, or (b) transmissions at excessive power levels, or (c) any illumination that could cause harm to or interference on any transponder or space segment on any satellite. If GDS detects or is informed of any Improper Illumination of any Service provided under this Contract, GDS will immediately notify CUSTOMER. CUSTOMER shall take immediate corrective action to stop the Improper Illumination. If capable and as soon as capable, GDS will temporarily suspend any affected Services should CUSTOMER be unable to rectify the Improper Illumination within four (4) minutes from notification of the Improper Illumination to CUSTOMER. Such affected Services will be suspended until CUSTOMER demonstrates to GDS's sole satisfaction that the Improper Illumination is rectified. CUSTOMER will be charged and will pay any amount that GDS is required to pay to its Suppliers or other telecommunications service provider(s) under any Other Contract due to any Improper Illumination attributable to CUSTOMER. GDS will promptly inform CUSTOMER in writing of any liability GDS incurs as a result of such Improper Illumination. It is CUSTOMER responsibility to provide GDS, on or before the Due Date, a telephone number(s) at which GDS can contact CUSTOMER twenty-four hours per day, seven days per week, 365/366 days per year. In addition, GDS has the right, in its sole discretion, to take immediate action, including, but not limited to, suspending or terminating any affected Service(s), in order to protect GDS's services and/or interests.

- 1.1.7 CUSTOMER shall adhere to the Installation Guidelines defined and detailed in Section 4 of this Terms and Conditions and incorporated herein by reference and as modified in the Proposal.
- 1.1.8 GDS offers a cold stack provision for CUSTOMER use should a vessel be stacked due to an unforeseen suspension of service during the term of its contract.
 - 1.1.8.1 The CUSTOMER will be responsible for the remaining unbilled contract value plus any equipment licensing extensions required. GDS will pause billing for the system except for equipment license fee(s), configure it to a keep alive circuit only, and the contract will be extended by the number of months the vessel is stacked ("New Contract End Date"). CUSTOMER may incur additional costs for additional months of licensing if GDS is required to purchase equipment license(s) beyond the New Contract End Date.
 - 1.1.8.2 GDS will retain the right to decide when to remove the VSAT ("Very Small Aperture Terminal") package and associated equipment from any cold stacked vessel, should a need for the hardware arise, however the contract term will not terminate upon a premature removal.
 - 1.1.8.3 Once the vessel returns to service, the contract will resume, and billing will begin in full until the end of the New Contract End Date.
 - 1.1.8.4 Section 1.1.8 serves to replace any existing individual "cold stack provision" currently in effect.

2 UPTIME OBJECTIVE

- 2.1 An Outage for Satellite Services is defined as a complete loss of the ability to originate or receive voice or data communications causing the service availability to fall below 99.5% in any twelve (12) month period and does not include the period permitted under the service availability commitment (e.g. for a service availability commitment of 99.5% in any given twelve (12) month period, service availability totaling 0.5% would not be considered an Outage).

3 PAYMENT TERMS FOR SATELLITE SERVICES

3.1 Satellite Services

- 3.1.1 Unless otherwise agreed in writing by the Parties or stated in a Proposal, billing for Satellite Services (or any part thereof) will commence on the Acceptance Date for each network site, which is defined as follows: the earlier of (i) CUSTOMER's signature of an Acceptance Certificate or (ii) forty-eight (48) hours from installation of the Satellite Services, provided that CUSTOMER does not provide GDS with written notice that the Satellite Services fail to perform in accordance with the specifications in a material aspect, within the aforementioned 48-hour time period.
- 3.1.2 Unless otherwise agreed in writing by the Parties or stated in a Proposal, GDS will invoice and CUSTOMER will pay, monthly in advance for the Satellite Services provided by GDS, including all applicable federal, state, provincial, local and other taxes, including value added tax and fees, including, if applicable, any fees established by a regulatory authority (including fees associated with the Universal Service Fund) for the provision of telecommunication services, which may be attributable to the sale or use of Satellite Services.

3.2 Product Rental

- 3.2.1 Unless otherwise agreed in writing by the Parties or stated in a Proposal, GDS will invoice, and CUSTOMER will pay, monthly in advance for the Product rental provided by GDS, including all applicable federal, state, provincial, local, and other taxes including value added tax and fees which may be attributable to the product rental.

4 INSTALLATION GUIDELINES FOR SATELLITE SERVICES

4.1 SCOPE

These installation guidelines set forth the obligations of CUSTOMER with respect to installation of Equipment. Unless otherwise agreed to in a quotation, CUSTOMER is responsible for meeting the requirements of these guidelines, at its sole expense.

4.2 CONSTRUCTION AND POSITION OF THE ANTENNA:

CUSTOMER is responsible for ensuring that the antenna has a clear and unrestricted view of the applicable satellite, at all times. CUSTOMER shall follow GDS's reasonable instructions with respect to positioning of the

antenna. Antennas should not be installed near traffic ways. CUSTOMER warrants that it will supervise all third-party personnel requiring access to the antenna or the area surrounding it. In no event will GDS be liable for damage to the antenna or failure of Network Services due to acts or omissions of third Parties, or for any resulting health issues which may be incurred through such third party's proximity to the antenna and/or exposure to the RF radiation.

4.3 INSTALLATION REQUIREMENTS:

CUSTOMER shall ensure that GDS has free and unimpeded access to and egress from the installation site. CUSTOMER shall obtain all necessary permits, consents and authorizations ("Authorizations") necessary for the placement of the antenna. Authorizations shall include but not be limited to consent from the building owner, licenses associated with use of the Equipment and any governmental consents or permits.

The antenna shall be installed on a level surface. If roof installation is required, such requirements will be set forth in the site survey.

Unless otherwise agreed to in a Proposal, CUSTOMER shall provide all equipment necessary for the installation. This may include, without limitation, use of a crane, scaffolding or hydraulic lifts.

CUSTOMER shall ensure that there is sufficient space for the antenna. The following table sets forth the area around the antenna, which must be kept free from all other objects, in order to ensure safe and proper operation of the antenna.

Antenna Diameter (Meters)	1.0	1.2	1.8	2.4	3.7
Surface Area for Antenna (Meter)	1x1	2x2	5x5	6x6	9x8

CUSTOMER shall make available to GDS all technical descriptions and other information required by GDS relating to the construction of the antenna foundation. GDS shall provide to CUSTOMER general static information for the antenna foundation. CUSTOMER shall construct the antenna foundation according to GDS's specifications, at its sole expense. CUSTOMER is solely responsible for ensuring that the antenna foundation meets the requirements of any applicable law, rule, regulation, permit or Approval.

4.4 LAYING OF CABLES:

CUSTOMER is solely responsible for the laying of any required IF cables and power cables. The distance between the antenna and the internal equipment shall not exceed 150m. Cables should not be laid parallel to existing power lines, and should be protected against damage by vehicles, construction work, persons, etc.

4.5 SAFETY REQUIREMENTS:

GDS will perform all installations in accordance with all applicable health and safety laws, rules, and regulations. CUSTOMER shall also comply with all applicable health, safety and environmental laws, rules, and regulations.

4.6 ENVIRONMENTAL REQUIREMENTS:

The following table contains the environmental requirements for Equipment. To the extent that there is any conflict between the following table and the specifications set forth in the manufacturer's installation and/or operation guides, the manufacturer's documentation shall take precedence. CUSTOMER will ensure compliance with these requirements. GDS shall not be responsible for any damage or failure of Equipment due to CUSTOMER'S failure to comply with such requirements.

Temperature	0°C to 40°C	- 40° C to 70° C
Humidity	5 % to 95 % not condensate	
Shocks/Vibrations	As is usual with respect to commercial transportation	

4.7 ELECTRIC POWER SUPPLY:

CUSTOMER shall provide, at its sole expense, an uninterruptible power supply of 230 V / 16A / 50Hz or 120 V / 20A / 60 Hz, depending upon the country, for installation and maintenance. If CUSTOMER does not provide power on an uninterruptible basis, then CUSTOMER shall be liable for any and all damages arising thereby.

If stated on a Proposal, GDS may provide an uninterruptible power supply, subject to availability. If GDS does so provide such power, then GDS will invoice CUSTOMER and CUSTOMER will pay for all costs associated

therewith. Specifications for any power that GDS may supply will be as follows, and as applicable depending upon the country where the installation is to be performed:

Input voltage (alternating current):	220 – 240 V 115 – 125 V
Fluctuating range input voltage (alternating current):	190 – 250 V 115 – 125 V
Input frequency range:	50 Hz +/- 10% 60 Hz +/- 10%

CUSTOMER shall ensure that any electricity supply is shut down upon request by GDS at any time, to the extent that it is necessary to avoid damage or interference to the Network Services. CUSTOMER shall provide the contact details of CUSTOMER'S designated representative who has the authority to shut down electricity.

4.8 LIGHTNING PROTECTION:

If there is no lightning protection system at the installation site, or if an existing lightning protection system is more than 5m from the antenna location, then CUSTOMER shall arrange for the antenna and any other ancillary equipment to be connected to an appropriate lightning protection system and properly grounded system. CUSTOMER shall comply with all applicable laws, rules, and regulations. CUSTOMER shall further ensure that the Indoor Unit ("IDU") has a potential equalization location with a response resistance of < 2 Ohm. CUSTOMER shall also install a cable trunk for the connection between the antenna and internal Equipment. The maximum distance for the lightning/grounding protection system is 5m for both the antenna and the internal Equipment. Cable specification should be Cu / Fe / Ø 10mm.

4.9 FUSES:

CUSTOMER shall provide fuses in accordance with the following specifications:

For internal Equipment	230 V-	16A	As separate circuits with safety sockets
For antenna heating (if applicable)	230 V-	10A	As separate circuits with grounding
If antenna AC us used	230 V – I 10 A	10A	As separate circuits with grounding

4.10 SERVICES NOT INCLUDED IN STANDARD INSTALLATION:

In addition to the other provisions of this Terms & Conditions the following are not included in the standard installation. If CUSTOMER requests GDS to provide any of the following, then GDS will issue a separate Proposal for such services.

- Any preliminary work
- Laying of cable lines
- Construction work, e.g. laying of foundation
- Fencing of the antenna unit
- Assembly of lightning protection
- Use and operation of a crane
- Disassembly of any existing equipment
- Packaging and crating of any removed/de-installed equipment
- Any labor associated with the foregoing