

TERMS & CONDITIONS:

Revision August 31, 2022

- A. No Unauthorized Changes. OUTFITTER SATELLITE, INC. IS HEREAFTER REFERRED TO AS "OS". No changes or amendments to any term or condition (including any oral or written change or statement by any agent of OS) shall be binding on OS until and unless same be approved in writing by an officer of OS.
- B. Taxes: The listed price(s) of the good(s) or service(s) do not include sales, usage, excise, customs, ad valorem, property, or any other taxes, duties or fees now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the good(s) or service(s). Customer shall be responsible for the payment of any applicable taxes, duties, or fees.
- C. Other Charges and Fees: The listed price(s) of the good(s) or service(s) do not include other charges and fees OS is permitted to assess. These include Universal Service Fund (USF) charges, Cost Recovery Fees, and may also include other charges or fees related to the administrative costs or other expenses of OS. These are discretionary charges that OS bills to help recover its costs, and are not taxes or charges required by the government. The amounts charged are subject to change. Customer shall be responsible for payment of all charges and fees.
- D. Credit Card Purchases: Cardholder WARRANTS that he/she is the cardholder or an authorized user of the credit and/or debit card presented for this and any future purchase.
- E. eCommerce. Customer agrees that should Customer use OS's online ecommerce for purchases of equipment and/or service or to change or cancel service plans, then any resulting charges shall be governed by the general terms and conditions of this agreement to the extent they do not conflict with any terms and conditions therein contained.
- F. Credit Information: Customer consents to OS inquiry as to Customer's creditworthiness and to OS's disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of services, at any time during this Agreement.
- G. Non-Payment / Breach: All prices are in US dollars. Payment must be made in U.S. Dollars. A late charge of the lesser of 1.5% per month or the maximum rate permitted by law may be applied to any amount not paid when due. The burden of proof of payment or any other burden of proof shall be on the Customer. NEITHER Customer NOR ANY AFFILIATED COMPANY OR ASSIGNEE SHALL HAVE THE RIGHT TO SET OFF AGAINST AMOUNTS PAYABLE TO OS PURSUANT TO ANY ORDER COVERED BY THIS AGREEMENT OR OTHERWISE, ANY AMOUNT THAT OS MAY ALLEGEDLY OWE TO Customer, OR ANY WARRANTY OR OTHER CLAIMS THAT Customer MAY HAVE WHETHER ARISING UNDER THIS CONTRACT OR OTHERWISE. IF CREDIT IS EXTENDED PURSUANT TO ANY ORDER COVERED BY THIS AGREEMENT (i.e., IT IS NOT PRE-PAID IN CASH), OR IF OS SHALL ENGAGE LEGAL COUNSEL TO PROSECUTE OR DEFEND ANY RIGHT OR CLAIM WITH RESPECT TO THE SUBJECT MATTER ANY ORDER COVERED BY THIS AGREEMENT, THE AGENT WHO PLACES THE ORDER(S), INDIVIDUALLY AND ON BEHALF OF ANY COMPANY-Customer JOINTLY, SEVERALLY, AND PRIMARILY AGREES TO PAY PROMPTLY WHEN DUE ANY INDEBTEDNESS (INCLUDING PRINCIPAL, INTEREST AT 1.5% PER MONTH, COSTS OF COLLECTION, AND ATTORNEY FEES) OF THE Customer AND THE UNDERSIGNED TO OS, ITS AFFILIATES, SUCCESSORS, OR ASSIGNS.
- H. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY: Customer agrees that neither OS, its suppliers of services or equipment, nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract, in tort, by strict liability, by statute, or otherwise) to Customer for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditures or damage to property or injury or death to persons arising from or in connection with (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension of services (by OS or its suppliers) to a satellite phone/terminal, due to any cause whatsoever. OS MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. Some states do not allow limitations on warranties, so the above limitation may not apply to you. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. OS SHALL NOT BE LIABLE TO ITS Customer OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES NOR LOSS OF USE OR PROFITS OR REVENUE, NOR FOR INJURIES, INCLUDING DEATH. OS IN NO CASE SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES ARISING FROM ANY BREACH OF WARRANTY, EVEN IF OS (OR ANY AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. In no case shall OS's liability exceed the price Customer actually paid OS for the goods or services.
- I. Indemnity. Customer agrees to indemnify and hold harmless OS and its affiliates, officers, directors, employees, agents, and representatives against all claims, demands, or liabilities (including reasonable attorneys' fees) of its suppliers of service or any third parties arising from or in connection with Customer's breach of any representations, warranties, covenants, or agreements with respect to this Agreement.
- J. Notices. Notices of any sort provided pursuant to this Agreement must be made in writing to the OUTFITTER SATELLITE, INC., at 2727 Old Elm Hill Pike, Nashville, Tennessee 37214 USA and shall be effective only when actually received there by OS. Until termination of this Agreement, Customer acknowledges an existing business relationship with OS and gives permission to OS to send email, fax, cell phone, or other transmissions to Customer (regarding notifications to the Customer, price changes, term changes, and new products and services of OS) using the email, fax, or other contact information provided by Customer in this contract or amended by Customer later via phone, email, fax, web site form handler or other communication.
- K. Governing Law: Customer agrees that this Agreement shall become effective and binding only upon execution by a duly authorized officer of OS at its corporate headquarters in Nashville, Tennessee, United States of America, and that this Agreement shall be governed by and enforced in accordance with the laws of the State of Tennessee, U.S.A. WITHOUT REGARD TO ITS CONFLICTS OF LAWS; VENUE of any dispute INVOLVING OS and Customer will be in a court in Davidson County in the state of Tennessee. Customer shall pay OS all costs including, without limitation, court costs, attorney fees, the fees of any collection agency, early termination charges, and any other costs (including employee and/or officer compensation and travel) incurred by OS in exercising or defending any term of, or right under, this Agreement.

TERMS & CONDITIONS FOR HARDWARE SALES ORDERS:

- A. All equipment is shipped in working condition. It is the Customer's responsibility to verify that equipment is working properly upon receipt; Customer WAIVES ALL CLAIMS FOR DEFECT, DAMAGE, SHORTAGE, OR OTHERWISE UNLESS MADE IN WRITING TO OS WITHIN 7 DAYS OF RECEIPT. Customer agrees to pay all shipping and handling fees. The Customer

may request a copy of the original equipment manufacturer warranty for any new item at the time of sale. Some used equipment is offered with an extended warranty from OS covering repair or replacement of the equipment for a specifically stated duration of time after the date of sale, except that the following are not covered by any extended warranty offered on used equipment: batteries, cables, minor abrasions and other reasonable indications of prior normal use. The following are not covered by any warranty for new, used, or refurbished equipment: costs incurred for de-installation or re-installation of equipment including travel and living costs, fault isolation, and inbound shipment. OS will have no liability to repair or replace a Unit if: (a) the Unit is not properly installed or maintained; (b) the Unit is operated under operating conditions exceeding limitations in manufacturers specifications; (c) the Unit is improperly used or used for purposes for which it is not intended; or (d) manufacturer's identity code(s) on the Unit has been altered, defaced, or removed.

- B. LIMITED RETURN POLICY: The following 30-DAY RETURN POLICY applies only to sales of new equipment: Except for equipment purchased ON DISCOUNT OF ANY SORT [including volume discounts] or CUSTOM ORDER items and unless otherwise agreed in writing, Units purchased as new and that are returned to OS within 30 days of the original sale and found to be unused, in good condition, and in the original packaging will be accepted for return with a 20% restocking fee and payment of any related service agreement. Shipping and handling fees and any activation fees will not be refunded.
- C. RETURN MATERIAL AUTHORIZATION POLICY: All returns must be accompanied with a Return Authorization number issued in writing or by fax from OS and will not be accepted otherwise. POLICY ON NON-REFUNDABLE ITEMS: There will be no refund for any equipment that is purchased as used or refurbished or that is a custom order. All used or refurbished equipment is sold as is, and all sales of used or refurbished equipment are final. There will be no refund for any new or used or refurbished equipment purchased as part of an exchange involving a previously returned item. There will be no refund for new or used or refurbished equipment sold at a volume discount, distributor discount, or other discount. Customer is advised that there is potential risk of the complete loss of the value of their purchase in the event of financial failure of the satellite network operator or complete or partial failure of its network.
- D. If Outfitter Satellite is billed by a shipping carrier for customs and duties fees, Customer is responsible for these costs and understands invoicing for these costs may take up to 90 days after shipment. After shipment occurs, Customer is responsible for shipping costs even if Customer later refuses delivery or it is undeliverable. Weather or other events beyond Outfitter Satellite's control can delay shipments, and if Customer is requesting delivery to a region which reasonably could be affected by natural or man-made disasters such as a hurricane, Customer bears the risk and full cost of shipping, even if the carrier is unable to deliver in a timely fashion.

TERMS & CONDITIONS FOR SERVICE ORDERS:

- A. Initial Term & Automatic Renewal. For postpaid service plans (unless otherwise specified in the service plan description) the Initial Term is one (1) year as measured from the activation date of the specific Unit being provisioned. For monthly-billed plans, monthly fees and bundled usage are pro-rated during the first month after the plan is activated, and after the Initial Term is completed, Service Agreement(s) have automatic one (1) month renewal terms for each subsequent month. After the Initial Term is completed, all annually-billed Service Agreements have automatic one (1) year renewal terms for each subsequent year. For plans in which all service fees are prepaid (prepaid plans), the term of the agreement corresponds to the activation date until the date the prepaid usage becomes invalid. Satellite phone systems and SIM(s) being provisioned under these agreements are referred to as Unit(s).
- B. Canceling Service: After the Initial Term is completed, the Customer may cancel without charge or penalty. Customer acknowledges that the breach of this Agreement by early cancellation of Contract will result in an early cancellation charge equal to the total monthly service charges remaining on the Initial Term of this Agreement unless a fixed early cancellation charge is otherwise specified in writing. To cancel service, the Customer must provide Outfitter Satellite with an express written, signed intent to cancel. The Customer remains responsible for airtime and other usage until 3 business days after the Customer's requested service cancellation date, and if this service cancellation date is after the 25th of a month, the Customer is liable for any service fees to be billed in the subsequent month. Upon cancellation, there is no refund or proration for unused bundled or prepaid usage or any service fees. Cancellation notices must be sent to info@OutfitterSatellite.com or faxed to 615-902-0028.
- C. Changing Service. Rate plan change requests received in writing and approved by Outfitter Satellite will be effective at the beginning of the next calendar month. If any Unit is changed to a new service plan, a new Initial Term applies to that Unit as measured from the date the new service plan becomes effective.
- D. Payment Guarantee. Customer agrees to remain as a subscriber of the service for the period identified from the date of service activation, and furthermore agrees to pay any applicable activation, monthly or annual service fees, service usage and any applicable taxes. Customer agrees to inform OS immediately of any change of any address or other contact information or credit card account. Customer guarantees payment of all amounts due OS and unless other payment terms are agreed shall provide acceptable credit card information and authority either as primary payment method or for back-up payment in event of any default of any payment of any amount when due. OS shall have the right to terminate or bar service in the event of non-payment of any amount due or breach of this contract, including not maintaining a valid credit card account which will not expire for at least 3 months.
- E. Availability of Limited Service: Service is generally available to Units equipped for this service when within the coverage footprint. OS reserves the right to assign, designate, or change telephone number(s) assigned to Unit(s) when such action shall be reasonably necessary or if directed to do so by its supplier(s) of service. Customer shall have no property right to such number.
- F. Service: Customer agrees that service or usage charges shall not be abated due to any alleged or actual defect with respect to equipment purchased from OS. In the event of Customer default for payment of any amount due or timely maintenance of complete contact information and credit card account information and authorization, OS reserves the right to interrupt service until default shall be fully cured and any additional provision as OS may require shall be fully satisfied. This Agreement may not be voluntarily assigned in whole or in part or subcontracted in whole or substantially in whole by either party without the written consent of the other party, except upon the merger consolidation, or other transfer of all or substantially all of the assets of either party. Either party may, however, assign this Agreement to its wholly or majority owned subsidiaries without the prior written consent of the other, as long as the transferor remains liable thereunder and a written notification of the assignment is made to the other. The terms and conditions of this Agreement shall bind any permitted successors and assigns of either party.
- G. Invoicing: OS will invoice Customer monthly if charges have been incurred. All invoices and statements shall be due and payable immediately, unless other payment terms have been arranged. Customer agrees to be responsible for all service

usage charges, and charges for any Customer-elected, value-added services. Customer agrees that if call detail records or usage reports from OS's supplier(s) of service are delayed for whatever reason to a subsequent month that billing by OS to the Customer for that usage will be delayed. Customer shall have no right to set off against amounts payable to OS any amount that OS may allegedly owe to Customer. Any charge not disputed by Customer's written notice to OS within 2 months of the date of the invoice or statement shall be conclusively presumed correct and any dispute of same totally and permanently waived by Customer. Customer agrees that changes and corrections shall be prospective from the date Customer gives OS written notice, and not retroactive.

- H. **Limitation Of Liability:** Satellite or other service to Units may be temporarily or periodically interrupted, delayed, barred, or otherwise limited and is not available everywhere in the world. OS makes no representation that it can arrange for uninterrupted or permanent service. Furthermore, OS shall have no liabilities for and shall give no credits or rebates for interruption or loss of service unless caused by the willful malfeasance or gross negligence of OS. OS shall not be liable for acts or omissions of carriers, equipment, or software failures or modifications, periodic downtime for maintenance or service, acts of nature, strikes, war, terrorism, or criminal or civil disobedience, government actions, bankruptcies, or other causes beyond our reasonable control.
- I. **Installation & Operation:** OS shall not be responsible for the installation, operation, quality of transmission, or maintenance of Units or Customer equipment, unless provided otherwise by special express written agreement. If Customer's equipment or Units are lost, damaged, destroyed, stolen, or otherwise inoperable, Customer nevertheless shall be responsible for all amounts due pursuant to this Agreement.
- J. **No Liability for Barring Service.** OS shall incur no liability for terminating or barring service, whether for non-payment, for Customer failing to maintain required contact and credit card account information, for system shut-downs by service providers, or for other financial or other reasons. Instructions for emergency calling are found in instructions for the Units.
- K. **Licensing:** Customers wishing to operate Units while in foreign (non-USA) territories and jurisdictions agree to and shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. OS does not guarantee any authority to radiate into or out of foreign territories and jurisdictions. Customer further agrees to comply with all rules and requirements regarding the use of the service(s) and equipment (supplied or provided by OS to Customer) that are imposed by or on behalf of (a) any government with jurisdiction over the relevant service(s) and equipment; (b) OS or its suppliers.
- L. **Price & Terms Changes.** OS reserves the plenary right to adjust any and all prices, rates, charges, fees, penalties, and any amount provided pursuant to this Agreement, upon 30 days prior written notice to Customer, which notice may be given by special mailing to the billing address of Customer, electronic mail, fax transmission, along with regular billing, or also may be accomplished by posting same on a World Wide Web site or page provided for that purpose. OS reserves the same right to likewise change, delete, or add any other term of this Agreement upon 30 days notice.
- M. **Satellite Network Operator Terms.** Customer understands that OS is a reseller of the service(s) provided by a satellite network and does not itself own or operate these satellite network(s). The satellite network operator(s) have required or may require that Customer agree to additional terms and conditions (including later additions, amendments or deletions) to subscribe to the service(s). Customer agrees to be bound to the Satellite Network Operator Terms and conditions attached as part of this Agreement, as same may be amended from time to time as provided therein. OS may provide web-based or email-based notifications about scheduled or unscheduled issues affecting the service(s). Customer agrees Customer shall be responsible for subscribing to and using such notification services, if made available by OS. Customer agrees to make any objection by written notice and only prospectively. OS can not and does not guarantee that notifications about service issues will reach Customer in all events. Customer agrees that neither OS, its suppliers of services or equipment, nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by OS or its suppliers of the satellite phone or terminal's authorization to use services provided by OS or its suppliers, due to any cause whatsoever. OS reserves the right to terminate this contract at any time if required to by the vendor of OS through which service(s) is provisioned.
- N. OS reserves the right to set a usage limit (a "cap"). OS reserves the right to set the amount of the cap and may require a refundable prepaid deposit. The Customer remains responsible for all usage by his phone/terminal, even if usage exceeds the cap expected by the Customer due to clerical error or other system failure. OS incurs no liability if service is temporarily disabled because the cap is less than necessary for the Customer's usage needs. OS reserves the right to set a zero usage cap without notifying the Customer and without any liability if the Customer account becomes delinquent.
- O. Customer agrees to abide by all state and federal and other governmental statutes, regulations and orders governing telemarketing, Caller ID spoofing, robocalling, ANI verification, and call origination, as well as with any applicable implementing Industry (e.g., ATIS) standards, policies and guidelines ("regulations."). This includes "STIR/SHAKEN regulations. Customer will provide documentation of compliance upon request by OS. Such documentation will be provided within forty-eight (48) hours of a request by OS. In the event OS obtains information that the Customer may be violating any of those regulations, whether or not OS has requested documentation of compliance, OS may terminate Customer's Services without notice and without liability. Customer agrees that, without prior written permission from OS:
 - 1. All telecommunications traffic sent to OS for Services will be originated by Customer and its wholly owned affiliates, and not by any other person or entity; and
 - 2. In the event Customer operates as a carrier or VoIP provider, Customer agrees that all telecommunications traffic sent to OS for Services will be originated by Customer's retail end user customers and not by another person or entity, including another carrier or VoIP services provider delivering traffic to Customer on a wholesale basis. (For example, in the event Customer was a financial services company, it would not send OS telecommunications traffic originated by an unaffiliated bank, except with prior written permission of OS. Similarly, in the event Customer was a carrier, it would not send OS telecommunications traffic originated by another carrier's retail end user customers, except with prior written permission of OS.)
- P. As a condition of providing "wholesale service," to third parties or another carrier or VoIP provider and its users, as set forth above, OS may require Customer to post a bond or other security within five (5) business days in an amount to be agreed upon, to ensure that each wholesale customer of Customer is in compliance with this Agreement and all of its requirements. Customer agrees that OS can require a separate bond or other security for each wholesale customer permitted by OS.