



1 SPECIFIC CONDITIONS FOR ORANGE SATELLITE SERVICES

1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions.

"**Allowance**" means the unobstructed distance between the Demarcation and the first piece of equipment or its connective cabling at the Location.

"**Business Hours**" means the normal Orange working hours for each Business Day.

"**Demarcation**" means the last point of responsibility of the TO with respect to a Location.

"**Satellite Equipment**" means a satellite modem, radio frequency equipment and an antenna.

"**Site Survey**" means a site survey to determine if the Location meets the necessary requirements for the proper installation and functioning of the Satellite Equipment.

1.2 Provision of Services

- 1.2.1 Orange will use reasonable endeavors to have each Date of Acceptance occur no later than the Committed Delivery Date. Orange will notify Customer of the successful completion of the Acceptance Tests ("**Service Commencement Notice**"). Customer will be deemed to have accepted a Satellite Service on the date on which Orange issues a Service Commencement Notice for that Satellite Service, unless Customer notifies Orange in writing of a material fault in the Satellite Service within 5 Business Days of receipt by Customer of the Service Commencement Notice. In such event, the above acceptance process will be repeated.

1.2.2 Satellite Equipment

- (a) The Satellite Services require the use of the Satellite Equipment at the Location. Orange will provide the Satellite Equipment as CPE with the Satellite Services, or Customer will purchase the Satellite Equipment from Orange, as mutually agreed upon by the Parties. If Customer purchases the Satellite Equipment from Orange, then the terms and conditions for Orange's International Procurement Service (as described the Service Description for Deployment Services) and the Specific Conditions for Orange Integration Services, will apply to the Satellite Equipment, and the Charges for the purchase and installation of Satellite Equipment will be separate from those for the Satellite Services. If Customer purchases the Satellite Equipment, then:
- (i) Customer will not make any modifications to the Satellite Equipment, and Customer will not move the Satellite Equipment from the location in which it was installed without Orange's prior written consent;
 - (ii) the Parties will agree to the dates for the installation and connection of Satellite Equipment; and Orange will install and connect the Satellite Equipment at the Locations in accordance therewith;
 - (iii) Customer will provide all necessary assistance to enable Orange to complete the installation and connection of Satellite Equipment; and
 - (iv) Customer will ensure that proper environmental conditions, as recommended by Orange or the equipment manufacturers, are maintained and that the exterior surfaces are kept clean and in good condition. Orange will not be responsible for any failure to provide the Satellite Service caused by, and may charge Customer for the costs of labor and materials it incurs as a result of visits to a Location or repairs to the Satellite Equipment that are required due to:
 - (1) damage to the Satellite Equipment not caused by Orange;
 - (2) modifications or repairs to the Satellite Equipment that have not been approved by Orange or have been carried out by personnel not approved by Orange;
 - (3) improper treatment of the Satellite Equipment by Customer;
 - (4) failure by Customer to meet the Orange's or the equipment manufacturer's specifications on environmental conditions; or
 - (5) Customer or User's negligence or intentional misconduct. If Customer purchases the Satellite Equipment from Orange, Customer will provide the Satellite Equipment for use with the Satellite Service for the duration of the applicable Service Term.
- (b) Except as otherwise agreed by Orange in writing, Customer will purchase all spares for the Satellite Equipment (whether the Satellite Equipment is provided as CPE or purchased by Customer) from Orange, subject to the terms of Orange's International Procurement Service and the Specific Conditions for Integration Services, and Customer will ensure that spares are readily available at all times at each Location for Orange's field technicians to perform any on-site repairs to the Satellite Equipment.

- 1.2.3 **Satellite Space Segment.** The Satellite space segment proposed by Orange is subject to availability at the time of the Order. The space segment cost and the Satellite Equipment sizing have to be re-validated before ordering as they depend on space segment availability at the time of the Order. Orange will obtain the space segment necessary for the implementation and operation of the Satellite Services and will provide Customer with non-pre-emptible capacity. In the event of a space segment failure, capacity for restoration, where offered, will be provided on the basis of commercially reasonable efforts by either the redeployment of a spacecraft to the failed role or at other locations in suitable vacant capacity or in capacity made vacant by the interruption of pre-emptible services. Except for any dual Satellite Equipment that Orange may provide pursuant to an applicable Service Description for a Satellite Service, Orange does not provide back-up for the Satellite Services. Orange may recover the satellite space segment provided to Customer at any time and without warning in the event of a technical incident affecting the Satellite Services or for checks or tests on the satellite system. If Orange exercises its right of recovery for more than thirty (30) consecutive days, then such event will be deemed a Force Majeure Event.
- 1.2.4 **Power Supply.** Notwithstanding anything to the contrary contained in this Agreement, Customer is responsible for the provision of power for the Satellite Equipment at the Location in conformance to Orange recommendations during the Site Survey, and will be responsible for any damage to the Satellite Equipment caused by the provisioning of the power (including power peaks) or any power outage.
- 1.2.5 **Transmission Delay.** Satellite access adds approximately 560 milliseconds to the transmission, so a protocol or application sensitive to transmission delays may be affected.
- 1.2.6 **Service Availability.** Satellite Services are available on multiple footprints based on multiple satellites from various satellite operators' fleets. Each satellite has a different coverage zone and different landing points in different teleports. Orange will make a customized network design in order to accommodate the requirements expressed by Customer. The satellite from which the Satellite Services are provided may be changed or replaced by Orange in its sole discretion. Orange Satellite Access is only available in certain countries, as identified and as may be modified by Orange from time to time in its sole discretion.
- 1.2.7 **Site Survey**
- (a) Prior to installation of the Satellite Services, Orange will perform a Site Survey. Site Surveys will not determine the circuit load or voltage measurements for the existing power source, and Customer is responsible for providing proper circuit load and power. Customer will be responsible for any damage to the Satellite Equipment or other equipment used with the Satellite Services caused by incorrect power provisioning or electrical circuit overload. Additionally, Orange will not be responsible for any personal injury or property damage, including damage to Customer's equipment, due to incorrect power provisioning or electrical circuit overload.
 - (b) If a Site Survey requires more than one Business Day to complete (including travel time of the field engineer), then Customer will pay for the additional time required to complete the Site Survey at the additional Charges set forth in the Charges Schedule or the relevant Order, or if not in the Charges Schedule or Order, then at the Hourly Labor Rate plus the cost of materials. Orange will commence Site Surveys during Business Hours, but may be required to remain outside of Business Hours to complete a Site Survey, which time will be chargeable as specified in the Charges Schedule or the relevant Order, or if not in the Charges Schedule or Order, then at the Hourly Labor Rate plus the cost of materials. Upon Customer's request, Orange may perform Site Surveys outside of Business Hours, and such Site Surveys will be charged to and paid for by Customer at the additional Charges specified in the Charges Schedule or the relevant Order, or if not in the Charges Schedule or Order, then at the Hourly Labor Rate plus the cost of materials. A Customer representative must accompany the Orange field engineer at all times during the Site Survey.
 - (c) Customer will provide all information reasonably requested by Orange to enable Orange to perform the Site Survey. If the results of a Site Survey indicate that further preparation to the Location is needed, Customer will ensure that all such requirements are completed prior to Orange providing any further services. Customer is responsible for any additional costs that may be incurred in the site preparation. If Customer fails to complete all required preparations to the Location, Orange will be relieved of its responsibilities to provide the Satellite Services at that Location, and no Service Levels (if any) will apply, until it has been properly and fully prepared. If Customer requests Orange to arrange and complete the necessary preparations to the Location, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations subject to Customer's approval and payment of the additional charges set forth in Orange's price quote.
- 1.2.8 **Installation.** Installation of the Satellite Services, including the Satellite Equipment, will be conducted during Business Hours. If Customer requests installation services outside of Business Hours, Orange will advise Customer of any increased charges prior to commencement of the installation. If installation of the Satellite Services requires more than 2 Business Days to complete (including travel time), then

Customer will pay for the additional time required to complete the installation at the Charges set forth in the Charges Schedule or the relevant Order, or if not in the Charges Schedule or Order, then at the Hourly Labor Rate plus the cost of materials. Orange will not be responsible for any delay in completing or failure to complete an installation if such delay or failure is due to any cause beyond its reasonable control, including its inability to gain access as scheduled to the Location or Customer's failure to prepare the Location in accordance with the requirements provided by Orange pursuant to the Site Survey or delays related to customs clearance.

1.3 Use of the Service - Customer's Obligations

1.3.1 Customer will:

- (a) provide to Orange all router configurations that may be needed for IP Service implementation no later than 14 days after the date on which Orange accepts the applicable Order. If Customer fails to so provide such router configurations, then Orange will install the router(s) with a basic or "Vanilla" configuration, for which Customer will pay an additional fee. The Vanilla configuration will allow Orange to perform Acceptance Tests locally on the connection, but the Satellite Service will not be operational and no acceptance testing may be performed by Customer, as provided in paragraph (b) below, until Customer provides the router configurations to Orange. Upon receipt of the router configurations from Customer, Orange will perform the Acceptance Tests using such configurations. Notwithstanding anything to the contrary contained in this Agreement except for paragraph (b) and Clause 1.5.3 below, Customer will pay Orange for the Satellite Service as of the date on which Orange successfully completes all Acceptance Tests using the Vanilla configuration;
- (b) use all reasonable endeavors to accept the Satellite Service at the Locations within 5 Business Days of the Service Commencement Notice. Without limiting Clause 1.5.3 below, Orange reserves the right to commence the Charges for any Satellite Services that are delayed due to Customer's breach of this obligation or if Customer is not in compliance with the physical requirements necessary for Service provisioning (e.g. maximum Allowance, power, ventilation) as of the Committed Delivery Date;
- (c) provide a terrestrial dial-in telephone line that is in proximity to the indoor unit at each Location for use by Orange at no charge;
- (d) provide any special or non-standard equipment that may be needed to install the Satellite Equipment at the Location (e.g. renting cranes to install the antenna on the roof, if required, etc.);
- (e) ensure that the visual field between the antenna and the satellite is free and remains free during the Service Term. If the field becomes obstructed, then Orange may move the antenna at an additional Charge to Customer;
- (f) ensure that only authorized personnel have access to the Satellite Equipment;
- (g) ensure that all required preparations indicated during the Site Survey are completed prior to Orange providing any further services;
- (h) prepare all cableways and install the cables required between the antenna and the indoor unit, in accordance with Orange's instructions;
- (i) comply with all guidelines and operating procedures provided by Orange with respect to the Satellite Equipment and the Satellite Services. Orange will not be required to activate, and may suspend, the Satellite Services if the Satellite Equipment is non-compliant; and
- (j) ensure that its authorized representative is at the Location during the Site Survey and any field work that may need to be performed by Orange or its Subcontractors.

1.3.2 With respect to Tail Circuits, Customer is responsible to ensure that the Allowance is of 50 feet/15 metres or less, unless Orange approves a greater distance in writing.

1.3.3 Licenses Ordering Process

- (a) Subject to the Trade Controls, Logistics Services, Delivery, and Customs Clauses but notwithstanding anything to the contrary otherwise contained in this Agreement (including the General Conditions), Customer is responsible for obtaining, at its own expense, all Licenses and Permits (as such terms are defined below) from all applicable administrative, governmental or judicial authorities of the relevant country or any third party. As used herein, "Licenses" means all certifications, approvals or authorizations required for the import of the Satellite Equipment or other equipment used with, and the provision of, the Satellite Services in the country or its territorial waters where the Satellite Services will be provided, including the radio frequency license for VSAT operation, local planning permission and building permits; "Permits" means all construction or zoning permits, declarations, authorizations, and approvals required of any administrative, governmental or judicial authority or of any other third party to install the Satellite Equipment or other equipment used with the Satellite Services at the Location. Upon Customer's request and where allowed, Orange may assist Customer in obtaining the Licenses for the provisioning of the Satellite Services, through Orange VSAT License consulting services. Orange can assist Customer in obtaining licenses provided that Customer issues an appropriate Letter of

Agency on Customer's letterhead confirming that Orange has been authorized to apply for such License rights; Orange may provide Customer with a sample Letter of Agency upon request.

- (b) Customer hereby represents and warrants that it shall not operate or use any Satellite Service identified as Maritime (e.g. Business VPN Satellite Service – Maritime Dedicated) within the territorial waters of any country without first having obtained the appropriate Licenses and Permits from the applicable administrative, governmental, or judicial authorities of the relevant country. Orange makes no warranty regarding and does not guarantee Customer's or Orange's success in obtaining any Licenses or the validity of any Licenses obtained for the duration of the Service Term. Orange will not provide the Satellite Services unless Customer obtains the Licenses and Permits, and Customer will provide Orange with copies of all such Licenses and Permits. Orange will immediately cease providing the Satellite Services at any Location if the Licenses or Permits for such Location are withdrawn at any time or if Orange learns that Customer failed to obtain all necessary Licenses and Permits for such Location. If the Satellite Services are terminated by Orange due to the withdrawal of the Licenses or Permits, such termination will not be considered a breach of this Agreement by Orange, and Customer will pay all costs incurred by Orange in connection with such early termination and the Charges for the Satellite Services due for the remainder of the Service Term. Termination of the Satellite Services due to Customer's failure to obtain all necessary Licenses and Permits will be considered a termination by Orange for Customer's material breach.

1.4 Service Term

- 1.4.1 Notwithstanding anything to the contrary contained in this Agreement, including Clause 1 (Definitions) or Clause 7 (Term and Termination) of the General Conditions, the Service Term or Order Term of any Order for Satellite Services will be either 36 months or 60 months if Orange provides the Satellite Equipment as CPE; the Service Term or Order Term of any Order for Satellite Service will be 12, 24, 36, or 60 months if Customer purchases the Satellite Equipment from Orange.
- 1.4.2 Orders with Service Terms or Order Terms of 12 months will automatically renew during the Term of the Agreement unless Customer provides written notice to Orange of its intent not to renew such Order no later than 120 days prior to the expiration of the then-current Service Term. Orders with Service Terms or Order Terms of 24, 36, or 60 months will not automatically renew, but will terminate as of the expiration of the Service Term or Order Term. If Customer wishes to renew or extend such Satellite Services beyond the applicable Service Term or Order Term, then Customer must provide written notice of such to Orange no later than 120 days prior to the expiration of the Service Term. Upon Orange's receipt of Customer's notice, the Parties will negotiate in good faith the terms and conditions for the renewal or extension of the Satellite Services; provided that Orange will have no obligation to renew or extend the Satellite Services if the Parties do not reach agreement within 100 days of the expiration of the applicable Service Term or Order Term.

1.5 Charges and Invoicing

- 1.5.1 **Charges.** The Charges for the Satellite Services are separate from the Charges for the Orange Business VPN Service and include monthly recurring charges as well as one-time charges (e.g. shipping, site survey, installation, and project management charges). Space segment availability and costs are subject to validation and confirmation at the time of the Order. If third party supplier costs to Orange increase (e.g. the provider of the satellite space segment increases its charges to Orange for the space segment used by Customer due to a failure of the satellite and the reassignment of new capacity), then Orange may adjust the Charges for the Satellite Services accordingly, and Customer agrees to pay such Charges. Notwithstanding anything to the contrary contained in this Agreement, the Charges for the Satellite Services will not decrease during the Term of the Agreement and no price review or benchmark clause will apply for Satellite Services. If Customer purchases the Satellite Equipment from Orange, the Charges will not include shipping, insurance and freight charges, which will be invoiced to and paid by Customer separately with a handling fee, and all applicable duties and customs paid by Orange for the exportation or importation of the Satellite Equipment also will be invoiced to and paid by Customer. If Orange provides the Satellite Equipment as CPE, then the charges for duties, customs, insurance and freight will be included as part of the Charges for the Satellite Service. Customer is responsible for all charges associated with the Licenses and Permits, and Orange will charge Customer for all costs incurred by Orange for any assistance Orange may provide pursuant to Clause 1.3.3 (License Ordering Process), in addition to the Charges. Any costs quoted by Orange for any assistance it may provide in obtaining the Licenses are indicative only; actual costs may vary.
- 1.5.2 **Payment Dispute.** Notwithstanding anything to the contrary contained in this Agreement, including Clause 3.3 (Payment Term) of the General Conditions, Customer must notify Orange no later than 10 days of the invoice date if Customer disputes any amounts charged for the Satellite Services. If Orange does not receive such notification of a dispute from Customer within the 10-day period, Customer will be deemed to have accepted the amounts stated on the invoice for the Satellite Services.

- 1.5.3 All Charges will commence from the Date of Acceptance of the Service at a Location, subject to Clause 1.3.1 of these Specific Conditions, except that:
- (a) Tail Circuit Charges will commence from the date of installation of the Tail Circuit at a Location by the TO;
 - (b) any Software license Charges will commence from the date of delivery of the Software to Customer.

1.6 Limitation of Liability and Indemnity

- 1.6.1 Due to the nature of the Satellite Services, Orange will not be liable for any claim or Losses relating to or arising out of the use or performance of the Satellite Services, except to the extent caused by Orange's gross negligence or willful misconduct. Also, without limiting the generality of the limitation of liability provisions set forth in the General Conditions, Customer hereby acknowledges and agrees that Orange will not be liable for any reason to any User, customer, employee, contractor or agent of Customer, or to any other third party who asserts a claim or right relating to or in any way arising out of the availability, use, or operation of Satellite Services or otherwise out of this Agreement or out of such third party's relation to Customer. Customer will indemnify, defend, and hold harmless Orange from and against any and all Losses arising out of or relating to any such claim or right.
- 1.6.2 Customer will indemnify, defend, and hold harmless Orange from and against any claim:
- (a) by a third party for any loss or damage to the Satellite Services, including the satellite or related infrastructure, that arises out of or related to any act or omission of Customer or User, and
 - (b) any Losses arising out of or related to any unauthorized access to the Satellite Equipment at the Location.
- 1.6.3 Clause 6.4 (Limitations of Liability) and Clause 6.5 (Waiver of Consequential and Indirect Damages) of the General Conditions will not apply to Customer's indemnity obligations set forth in this Clause 1.6.

1.7 Force Majeure

For purposes of the Satellite Services and for the avoidance of doubt, "Force Majeure Event" will include solar disturbances; sun outages; externally caused interference; satellite component failure, including failure or interruption of satellite propulsion, electrical or other common systems; and the withdrawal by the space segment operator of the space segment. Notwithstanding Clause 7.4 (Termination as SLA Remedy or as Occurrence of Force Majeure) of the General Conditions, Customer may terminate an Order for Satellite Services due to a Force Majeure Event only if the Force Majeure Event affecting the provision of the Satellite Services under that Order continues for more than 60 consecutive days.

1.8 Termination

- 1.8.1 **Purchase of Satellite Equipment.** Upon the expiration or termination of an Order for Satellite Services or the Agreement, Customer shall choose one of the following options:
- Within six (6) months of the expiration, or upon termination for any reason, of the Order for Satellite Services, Customer will choose one of the three following options with respect to the Satellite Equipment:
- (a) Purchase the Satellite Equipment, in which case Orange shall sell and shall transfer the ownership of the Satellite Equipment to Customer upon receipt of the payment of the purchase price. The purchase price will be set forth in the Charges Schedule or mutually agreed upon by the Parties in the Order; or
 - (b) Extend the Service Term of the relevant Order for an additional 24 months and purchase the Satellite Equipment at the end thereof for a purchase price of \$1 USD; or
 - (c) return the Satellite Equipment to Orange. In case of return, Customer shall be obliged to have Orange de-install and transport the Satellite Equipment and will pay Orange on a time and material basis for the de-installation.
- If Customer fails to timely notify Orange of Customer's choice in accordance with this Clause 1.8.1, then Customer shall be deemed to have accepted the second option of extending the Service Term of the relevant Order and purchasing the Satellite Equipment for \$1 USD.
- 1.8.2 **Disclaimer.** Notwithstanding anything to the contrary contained in the Agreement, Orange shall not be liable for maintaining the confidentiality of any Confidential Information stored in or housed on Satellite Equipment if Customer fails to cooperate with Orange in timely removal and return of the Satellite Equipment to Orange or in the event of any damage to or destruction or loss of the Satellite Equipment during removal or return not caused by Orange. Orange reserves the right to invoice Customer for the replacement cost in the event of damage to or destruction or loss of Satellite Equipment during removal or shipment not caused by Orange. Orange shall not be liable for any damage to a Location resulting from the removal of Satellite Equipment by Orange, provided, that, Orange has exercised reasonable care while removing the Satellite Equipment.

- 1.8.3 **Cancellation or Termination Charges.** If Customer becomes liable for any charges under Clause 13 (Disconnection of Services) of the General Conditions, Customer shall pay such charges, plus any additional applicable cancellation or early termination charges as set forth in the Agreement.

END OF SPECIFIC CONDITIONS FOR ORANGE SATELLITE SERVICES