

## PUBLICATION 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 or Operational Conditions, as applicable.

**"Business Hours"** means the normal Orange working hours applicable to the relevant Location.

**"CPE"** means the equipment (including hardware, peripherals, and related software) supplied by Orange as part of the Satellite Services and managed by Orange for use with such Satellite Services at the Locations. CPE is never owned by Customer.

**"CPNI"** means Customer proprietary network information, which includes (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer and that is made available to Orange by Customer solely by virtue of the customer-carrier relationship, and (b) information contained in the invoices pertaining to telephone exchange service or telephone toll service received by Customer. CPNI does not include customer names, addresses, and telephone numbers.

**"Location"** means the location, site, or vessel, receiving the Satellite Services.

**"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.

**"Target Date"** means the expected date for delivery of a Service to Customer as specified in the relevant Order. The Target may also be referred to in the Agreement as the **"Committed Delivery Date"**.

### 1.2 Acceptance of Services

Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service 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 10 days of Customer's receipt of the Service Commencement Notice. In such event, the above acceptance process will be repeated.

### 1.3 Satellite Equipment

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 in writing.

1.3.1 For all Satellite Equipment, whether provided by Orange as CPE or purchased by Customer, the following terms apply:

- (a) The Parties will agree to the dates for the installation and connection of the Satellite Equipment and Customer will provide all necessary assistance to enable Orange to complete the installation, connection, and disconnection of the Satellite Equipment.
- (b) Customer will maintain proper environmental conditions (e.g. air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or Satellite Equipment manufacturers.
- (c) Customer will not interconnect or allow the connection of the Satellite Equipment to any other equipment, network, or service without Orange's prior written approval. Any breach of this Clause 1.3.1(c) is a material breach of the Agreement.
- (d) Customer will provide a secure and safe environment for the Satellite Equipment with adequate access to data communications circuits and a back-up power supply, including protecting the Satellite Equipment from tampering and any usage outside of the provision of the applicable Satellite Service.
- (e) Prior to commencement of installation of any Satellite Equipment, Customer will advise Orange of potential health hazards to Orange personnel providing Services at the relevant Location, including any hidden power, gas or water lines, and the existence of any material constituting a health risk (e.g. asbestos).
- (f) Customer will ensure that the exterior surfaces are kept clean and in good condition. Orange may charge Customer for visits to a Location or repairs to Satellite Equipment that are required due to: (i) damage to the Satellite Equipment not caused by Orange; (ii) modifications or repairs to the Satellite Equipment that have not been approved by Orange or that have been carried out by personnel not approved by Orange; (iii) improper treatment of the Satellite Equipment by anyone other than Orange; (iv) failure by Customer to meet Orange's or the Satellite Equipment manufacturer's specifications on environmental conditions; or (v) User's negligence or intentional misconduct.

1.3.2 If Orange provides the Satellite Equipment as CPE, then the following terms will apply in addition to those in Clause 1.3.1 above:

- (a) CPE will remain the sole and exclusive property of Orange or its suppliers, and no User will obtain any property rights or interest in the CPE. Customer will not sell, assign, sub-let, pledge, or part with possession or control of CPE or any interest therein, and Customer will keep CPE free from distress, liens, or claims of lien.

- (b) Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on CPE.
- (c) Upon termination or expiration of the relevant Order, Customer will surrender possession of CPE to Orange in good order, repair, and condition, reasonable wear and tear excepted. Orange will de-install and transport CPE, and Customer will pay Orange on a time and materials basis for the de-installation. However, if Customer wishes to purchase the CPE from Orange, then Customer will notify Orange thereof within 6 months of the expiration, or upon termination for any reason, of the relevant Order for the Satellite Services, and Orange will transfer the ownership of such CPE to Customer upon receipt of the purchase price identified in and subject to the terms of an asset transfer/purchase agreement mutually agreed upon by the Parties in writing.
- (d) Orange will maintain CPE in good working order for the Service Term. If a lapse in the Satellite Service is caused by a failure in CPE, then Orange will repair the fault following notification of the failure by Customer or detection of the failure by Orange, whichever occurs first. Orange may be required to dispatch a field engineer to the Location to repair CPE, and Customer will promptly provide access to the Location where CPE is installed.
- (e) Customer will be liable for: (i) any loss or damage to CPE beyond reasonable wear and tear, and (ii) all costs (including cost of labor and material) incurred by Orange to repair or replace lost or damaged CPE; provided that Customer will not be liable for CPE loss or damage caused by, or the repair or replacement of CPE that is was necessary due to, the fault of Orange, Orange's subcontractors, or agents. If CPE is damaged or destroyed by any User, Customer will notify Orange within 2 days of such damage.

1.3.3 If Customer purchases the Satellite Equipment from Orange, then the terms and conditions applicable to the sale of equipment from Orange to Customer as provided on the Publication or attached to the Agreement (including the Specific Conditions for Installation, Maintenance, Equipment Resale and other Orange Integration Services) will apply to the Satellite Equipment, and the Charges for the purchase and installation of Satellite Equipment will be in addition to those for the Satellite Services. If Customer purchases the Satellite Equipment, then Customer will provide the Satellite Equipment for use with the Satellite Service for the duration of the Service Term.

1.3.4 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 applicable to the sale of equipment from Orange to Customer as provided on the Publication or attached to the Agreement (including the Specific Conditions for Installation, Maintenance, Equipment Resale and other Orange 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.

1.3.5 Customer is responsible for the provision of power for the Satellite Equipment at the Location in conformance with Orange's recommendations set forth in the Site Survey (as described in Clause 1.6 below), and Customer will be responsible for any damage to the Satellite Equipment caused by the provisioning of the power (including power peaks, electrical circuit overload, etc.) or any power outage, which will not be considered a Force Majeure Event notwithstanding anything to the contrary contained in the Agreement.

1.3.6 The Satellite Equipment includes an embedded encryption chip (e.g. 256 encryption), which may be activated only upon Customer's request and which will be subject to additional monthly recurring Charges. Notwithstanding the foregoing or anything to the contrary otherwise contained in the Agreement, neither Orange nor its third-party suppliers warrant or guarantee the security of Customer's satellite transmissions using the encryption chip or otherwise. Customer acknowledges that unauthorized interception of satellite transmissions may occur and Orange will not be liable for any such interception or other breach of security relating to any satellite transmission.

#### **1.4 Satellite and Satellite Space Segment**

1.4.1 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 Customer's requirements. The satellite from which the Satellite Services are provided may be changed or replaced by Orange in its sole discretion. The Satellite Services are available only in certain countries, as identified and as may be modified by Orange from time to time in its sole discretion.

1.4.2 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 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 provides 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.

**1.5 Transmission Delay**

Satellite access adds approximately 560 milliseconds to the transmission, so a protocol or application sensitive to transmission delays may be affected.

**1.6 Site Survey**

- (c) 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.
- (d) Site Surveys will be conducted during Business Hours. However, if (i) a Site Survey requires more than 1 day to complete (including travel time of the field engineer), (ii) the Site Survey begins during Business Hours, but Orange is required to remain at the Location outside of Business Hours to complete the Site Survey, or (iii) Customer requests Orange to perform the Site Survey outside of Business Hours, 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. A Customer representative must accompany the Orange field engineer at all times during the Site Survey.
- (e) If the results of a Site Survey indicate that further preparation to the Location is needed, Customer will ensure that all such preparations 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 excused from providing the Satellite Services at that Location 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.

1.6.1 **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 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.

**1.7 Customer's Obligations**

1.7.1 Customer will:

- (a) provide to Orange all router configurations needed for IP Service implementation within 14 days after the date on which Orange accepts the applicable Order. If Customer fails to do so, 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 its 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 Clause 1.2, until Customer provides the router configurations to Orange. Upon receipt of the router configurations from Customer, Orange will perform its acceptance tests using such configurations. Subject to Clause 1.11 (Invoicing) below and notwithstanding anything to the contrary contained in the Agreement, Customer will pay Orange for the Satellite Service as of the date on which Orange successfully completes all of Orange's acceptance tests using the Vanilla configuration;
- (b) 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;
- (c) 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.);
- (d) ensure that the visual field between the antenna and the satellite is free and remains free during the Service Term. If the visual field becomes obstructed, then Orange may move the antenna at an additional charge to Customer;
- (e) ensure that only authorized personnel have access to the Satellite Equipment;
- (f) ensure that all required preparations indicated during the Site Survey are completed prior to Orange providing any further services;
- (g) prepare all cableways and install the cables required between the antenna and the indoor unit, in accordance with Orange's instructions;
- (h) 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;
- (i) 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;
- (k) ensure that all critical communication is supported and managed by an alternate solution that is not provided by Orange, as the Satellite Services do not support any type of emergency calling; and

- (l) for Satellite Services installed on a vessel, ensure that no equipment or network vital to Customer or the vessel is plugged into or connected to any VLAN provided by Orange as part of the Satellite Services for the safety of the vessel.

#### 1.7.2 Licenses Ordering Process

- (a) Subject to the Trade Control Clauses but notwithstanding anything to the contrary otherwise contained in the Agreement, 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, including the use of any Satellite Services by aircraft or vessels in territorial airspace or waters, as defined by the 1982 United Nations Convention on the Law of the Sea.

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.

- (b) Customer agrees 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 obtaining 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. Notwithstanding anything to the contrary otherwise contained in the Agreement, the withdrawal of the Licenses and Permits or Customer's failure to obtain all necessary Licenses and Permits for a Location will not be a Force Majeure Event. Cessation of the Satellite Services by Orange pursuant to this Clause 1.9.2(b) will not be considered a breach of the 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. Cessation 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.

#### 1.8 CPNI

For Satellite Services provided in the United States, Orange will not disclose Customer's CPNI to third parties, and third parties will not be permitted to access or use Customer's CPNI, except as permitted by law. CPNI will be disclosed by Orange by telephone or in person (a) only by Orange's dedicated account representative for Customer, and (b) only to the person(s) authorized by Customer to be the contact with Orange and to receive the CPNI from Orange ("**Customer CPNI Contact**"). Customer may establish an online account to enable access to CPNI. Access to Customer's online account will be protected by a password that is not based on Customer account information. Customer will be required to reset the password if the password is lost or forgotten.

#### 1.9 Term of Order

- 1.9.1 Notwithstanding anything to the contrary otherwise contained in the Agreement, the 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 Order Term of any Order for Satellite Service will be 12, 24, 36, or 60 months if Customer purchases the Satellite Equipment from Orange.

- 1.9.2 Notwithstanding anything to the contrary otherwise contained in the Agreement, Orders with an Order Term of 12 months will automatically renew for successive 12-month periods 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 an Order Term of 24, 36, or 60 months will not automatically renew, but will terminate as of the expiration of the Order Term. If Customer wishes to renew such Satellite Services beyond the Order Term, then Customer must provide written notice of such to Orange no later than 120 days prior to the expiration of the Order Term, and the Parties will negotiate in good faith the terms of the renewal; provided that Orange will have no obligation to renew the Satellite Services if the Parties do not reach agreement within 100 days of the expiration of the Order Term.

#### 1.10 Charges and Invoicing

- 1.10.1 **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 otherwise contained in the 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 to 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 1.7.2 (Licenses Ordering Process) above, 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.

- 1.10.2 **Payment Dispute.** Notwithstanding anything to the contrary otherwise contained in the General Conditions, including Clause 3.3 (Payment Term) thereof 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.

### 1.11 Invoicing

Subject to Clause 1.2 (Acceptance of Services) above, all Charges will commence from the Date of Acceptance of the Service at a Location, except that any Software license Charges will be invoiced from the date of delivery of the Software to Customer.

### 1.12 Limitation of Liability and Indemnity

- 1.12.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY OTHERWISE CONTAINED IN THE AGREEMENT AND WITHOUT LIMITING CLAUSE 6.4 (EXCLUSION OF CONSEQUENTIAL AND INDIRECT DAMAGES) OF THE GENERAL CONDITIONS, DUE TO THE NATURE OF THE SATELLITE SERVICES, ORANGE'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE SATELLITE SERVICES WILL BE LIMITED TO \$10,000. 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 out of such third party's relation to Customer.

- 1.12.2 Customer will indemnify, defend, and hold harmless Orange and its Affiliates from and against all Losses arising out of or relating to:

- (a) any claim asserted against Orange by a User, customer, employee, contractor or agent of Customer or by a third party relating to the Satellite Services provided to Customer, including the satellite or related infrastructure, and
- (b) any unauthorized access to the Satellite Equipment at the Location.

Notwithstanding anything to the contrary otherwise contained in the Agreement, Clause 6.3 (Limitations of Liability) and Clause 6.4 (Exclusion of Consequential and Indirect Damages) of the General Conditions will not apply to this Clause 1.12.2.

### 1.13 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; withdrawal by the space segment operator of the space segment; and delays related to customs clearance.

### 1.14 Termination

- 1.14.1 **Disclaimer.** Notwithstanding anything to the contrary otherwise 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 to timely remove and return 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 may invoice Customer for the replacement cost of the Satellite Equipment in the event of damage to or destruction or loss of the 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.

#### 1.14.2 Termination of Services

- 1.14.2.1 **Cancellation of Orders.** Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Service or cancellation (including any amounts payable to any third party suppliers for which Orange is liable).

- 1.14.2.2 **Termination of Orders and Termination Liability.** If Customer terminates an Order or Service for any reason during the applicable Service Term, then no less than 90 days prior to the date of termination ("**Minimum Notice**

**Period**") Customer will submit to Orange a completed and accurate Orange disconnect form (or such other form mutually agreed upon by the Parties) to acknowledge and confirm the termination of the Service (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term: (a) Customer terminates the Agreement other than pursuant to Clause 7.3.1 (Termination of Agreement) of the General Conditions or terminates an Order other than pursuant to Clause 7.3.2 (Termination of an Order) of the General Conditions, or (b) Orange terminates the Agreement pursuant to Clause 7.3.1 (Termination of Agreement) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions or terminates an Order pursuant to Clause 7.3.2 (Termination of an Order) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions, then Customer will pay; (i) all accrued but unpaid charges incurred up to and including the date of termination, plus (ii) the following termination charges: (1) Customer will reimburse Orange for all third party charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (2) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (3) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of termination, based on the original price paid by Orange for the CPE (as evidenced by a written certification from Orange upon Customer's request) plus 15% of such original price as a fee for administration and disconnection; and (4) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g. installation waiver credit) on a prorated basis. The termination liability set forth in this Clause 1.14.2.2 is in addition to any other remedies available to Orange.

- 1.14.2.3 The Parties acknowledge and agree that, as of the Effective Date, the Parties cannot estimate with certainty the actual damages that Orange would suffer in the event of a cancellation or termination and that the cancellation and termination liability set forth in this Clause 1.14.2 (a) represents an attempt by the Parties to approximate Orange's anticipated probable and proportionate loss, and (b) is part of the consideration for this Agreement, is a material and inseparable pricing term for this Agreement, and is reasonable.

#### **1.15 Cross-References**

The references to Clauses of the General Conditions set forth in these Specific Conditions are to Clauses in Orange's standard form Master Services Agreement. To the extent that any such cross-references in these Specific Conditions do not accurately refer to provisions that address the indicated subject matter in the Agreement, the cross-references herein will be deemed to instead refer to the most closely corresponding provision(s) in the Agreement.

### **END OF SPECIFIC CONDITIONS FOR ORANGE SATELLITE SERVICES**