

Mobil Satellite Technologies Cellular Subscriber Agreement

Last Modified 5/1/2019

READ THIS AGREEMENT FULLY AND CAREFULLY BEFORE USING THE MOBIL SATELLITE TECHNOLOGIES CELLULAR SERVICE.

1. AGREEMENT

This is an agreement between Mobil Satellite Technologies and you (“the Customer”) to provide Mobil Satellite Technologies Cellular Service (“the Service”). By establishing an account and using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with the Mobil Satellite Technologies Cellular Service Agreement used to order your Service.

2. TERM

The initial term of this agreement is two months, which is paid at the time of purchase of the Service. At the conclusion of the initial term, the Service will automatically and continually renew on a month-to-month basis unless and until terminated as set forth in this agreement. The initial term of this agreement begins on your account billing start date. Your account billing start date is the date you purchased the Service. At the conclusion of each term, this Service will continue for an additional term of one month unless cancelled in writing (30) days prior to the expiration of the previous term. Mobil Satellite Technologies reserves the right to change the price of the Service at any time after the initial term upon 30-day notice.

3. THE SERVICE

Mobil Satellite Technologies provides the Service on a “best effort” standard and does not guarantee upload or download speeds. The Service speed may vary depending on Internet traffic, environmental factors, your geographic/topographic location during use, and other factors beyond the control of Mobil Satellite Technologies.

4. CANCELLATION

If you need to cancel your Mobil Satellite Technologies Cellular Service after the expiration of your current term, you may send a written request to Mobil Satellite Technologies Customer Service by fax to (757) 282-7702 or by email to billing@mobilsat.com at least (30) days in advance of the term renewal. To process your cancellation request, we require that you provide the following: (1) Written request submitted on company letterhead (if a business) by your billing contact, (2) Your customer name as it appears on your order form, (3) Current phone number, (4) Reason for cancelling service, and (5) A minimum notice of cancellation of at least 30 days before the intended cancellation date.

After the completion of the current term, if cancelled in writing in accordance with the above portion of Section 4, cancellation will be effective at the end of the billing cycle following the billing cycle in which the notice of cancellation was received and processed.

Mobil Satellite Technologies may suspend or terminate this Agreement, your account, or your use of the Services if Mobil Satellite Technologies, in its sole judgement, believes you have violated the Agreement. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed to be received and effective on the first (1st) day following the date of the email or on the fourth (4th) day following the date of the mailing. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service and cancel your account.

4.1 TERMINATION OR SUSPENSION BY MOBILSAT

We may immediately terminate your account and this Subscriber Agreement in the event of any breach of this Subscriber Agreement by you or any user of your account. In the event where we either terminate or suspend your account and/or this Agreement for reasons other than breach of this Agreement, we shall provide you a 30-day notice of such suspension or termination.

4.2 CONTINUATION OF OBLIGATIONS

Notwithstanding any cancellation or termination of this Subscriber Agreement or your account, or any suspension or termination of access to or use of the Service, you will remain responsible for any obligations accrued to the date of such action, including payment of any charges that may be due as a result of or in connection with such action(s). Your payment and other obligations under this Subscriber Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Subscriber Agreement or of any law or legal obligation by you or any user of your account.

5. RETURNS

The Customer may return the product(s) within (72) hours for a refund, less the shipping charges and activation fee. The product(s) must be returned in the original packaging. Mobil Satellite Technologies will not accept returns after (72) hours.

6. ACCOUNT REQUIREMENTS

In order to receive the Service, you must be at least (18) years old and provide a valid credit card.

7. PAYMENT

All equipment and fees are paid for in advance. All Services are payable monthly in advance by credit card. Mobil Satellite Technologies does not send bills or invoices by USPS mail.

If you fail to pay Mobil Satellite Technologies any amounts due, your account will be subject to suspension or cancellation until you have paid all amounts due. Delinquent accounts may be suspended or cancelled at Mobil Satellite Technologies' sole discretion; however, charges will continue to accrue until the account is cancelled, per this agreement. Mobil Satellite Technologies may, at its discretion, bill an additional charge to reinstate a suspended account.

Mobil Satellite Technologies may charge you for taxes and other applicable fees as required by law. Mobil Satellite Technologies may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges.

You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately.

You are responsible for any charges to your account. Questions regarding charges to an account should be directed to Mobil Satellite Technologies' Customer Service Department at 1-757-312-8300. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are not timely disputed as set forth in the preceding sentence.

Charges are billed to your credit card or debit card, as applicable, each month for the Service. Mobil Satellite Technologies is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Mobil Satellite Technologies. You agree to maintain valid and current credit card information on file with Mobil Satellite Technologies for a bank account(s) that is satisfactorily maintained to allow debit of the charges when due.

8. YOUR ACCOUNT AND SECURITY

You are solely responsible for use of the Service. You must keep your computer hardware secured in such a manner that no one else may access the Services through your account. You must notify Mobil Satellite Technologies immediately upon discovering any unauthorized use of your account. Mobil Satellite Technologies technical support may be limited to Mobil Satellite Technologies-provided services, software and/or unmodified hardware.

9. DISCLAIMERS

MOBIL SATELLITE TECHNOLOGIES WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF MOBIL SATELLITE TECHNOLOGIES' CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MOBIL SATELLITE TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, OR BE ERROR-FREE, FREE OF VIRUSES, OR FREE OF OTHER HARMFUL COMPONENTS. MOBIL SATELLITE TECHNOLOGIES MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MOBIL SATELLITE TECHNOLOGIES OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MOBIL SATELLITE TECHNOLOGIES OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. MOBIL SATELLITE TECHNOLOGIES AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, MOBIL SATELLITE TECHNOLOGIES' CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE-YEAR PERIOD.

MOBIL SATELLITE TECHNOLOGIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR ANY THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF MOBIL SATELLITE TECHNOLOGIES, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST MOBIL SATELLITE TECHNOLOGIES IN

CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

10. DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION; VENUE

This Agreement is governed by Virginia law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Virginia law and will be held in Norfolk, Virginia. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement. Notwithstanding the foregoing requirement for arbitration to the contrary, in the event of customer non-payment, Mobil Satellite Technologies retains and reserves the right to file actions for collection of the same in the General District Court and/or Circuit Court of Norfolk, Virginia. By entering into this Agreement, you are acknowledging and agreeing that you are subject to personal jurisdiction of the aforementioned courts/venues.

11. MISCELLANEOUS

This Agreement and Mobil Satellite Technologies' other Agreements and policies posted on Mobil Satellite Technologies' website constitute the entire agreement between you and Mobil Satellite Technologies with respect to your use of the Service. Mobil Satellite Technologies may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Mobil Satellite Technologies' website (www.Mobilsat.com) and/or by email and/or mailings to you. In the event where any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will remain valid and shall be enforced according to its terms.

12. RIGHT TO ASSIGN

This Agreement is assignable, and Mobile Satellite Technologies may assign any or all of its rights, interests, and obligations without the consent of any other party. In the event of the sale or transfer by Mobil Satellite Technologies of all or substantially all of its assets related to this Agreement to an affiliate or to a third party, whether by sale, merger, or change of control, Mobil Satellite Technologies would have the right to assign any or all rights and obligations contained herein and the Agreement to such affiliate or third party without the consent of the Customer, and the Agreement shall remain binding and in full force and effect, at least until the expiration of the then current Term.

The rights and duties of Mobil Satellite Technologies under this Agreement may be transferred to, and shall be binding upon, any person or company which acquires, purchases, or is a successor to the Company. The Company shall require any such acquirer or successor to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such acquisition or succession had taken

place. This Agreement shall be binding upon any acquirer or successor in accordance with the operation of law, and such acquirer or successor shall be deemed the “Company” for the purposes of this Agreement