

# Mobil Satellite Technologies Enterprise ISP Subscriber Agreement

Last Modified 10/24/18

READ THIS AGREEMENT CAREFULLY BEFORE USING THE MOBIL SATELLITE TECHNOLOGIES ENTERPRISE ISP SERVICE.

## 1. AGREEMENT

This is an agreement between Mobil Satellite Technologies and you to provide Mobil Satellite Technologies Enterprise ISP Service ("the Service"). By establishing an account, 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 Internet Service Agreement used to order your Mobilsat ISP service.

## 2. TERM

The initial term of this agreement begins on your account billing start date and continues for the initial term indicated on the service order paperwork. Your account billing start date is the date your service is activated. At the conclusion of each term, this Agreement will renew for an additional term of the same duration unless cancelled in writing 30 day 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 days notice. Prices for other Mobil Satellite Technologies services may change at any time upon 30 days notice and will be posted on the Mobil Satellite Technologies website at: [www.Mobilsat.com](http://www.Mobilsat.com). Current rates may also be obtained by calling 1-757-312-8300.

## 3. THE SERVICE

The Service includes a Dynamic Private IP address. Public Static IP Addresses are available for an extra charge. The Service speed can vary depending on Internet traffic, environmental, and other factors beyond the control of Mobil Satellite Technologies. Mobil Satellite Technologies provides the Service on a "best effort" standard and does not guarantee upload or download speeds, except as guaranteed by the subscriber's additional purchase of additional bandwidth Committed Information Rate (CIR), or by subscribers purchase of dedicated 1:1 satellite bandwidth.

The service is designed to provide access to the public internet, primarily for web browsing and email. Certain applications like VoIP, videoconferencing, and streaming media are designed to use a constant amount of bandwidth, and as a result consume more network resources than normal Internet access. By purchasing a minimum CIR (Committed Information Rate) in addition to the standard bandwidth, you will insure the highest quality when using these applications. Use of these applications without CIR is a violation of the Terms of Service, and will result in additional charges or reduction of throughput levels. The service is not intended to be used to run constant bandwidth usage without purchasing CIR.

#### 4. CANCELLATION

If you need to cancel your Mobil Satellite Technologies Enterprise ISP 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 30 days in advance of the anniversary date. 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 appeared on your Order Form, (3) Current phone number, (4) Reason for canceling service, and (5) minimum notice of cancellation of 30 before the intended cancellation date.

Cancellation, downgrading or changing the Service before the end of the initial term of the agreement will result in an early termination fee. The early termination fee is equal to the monthly billing amount of the service plan your service was initiated on, multiplied by the number of whole or partial months remaining in the current term. After the completion of the current term, if cancelled in writing in accordance with the above portion of Section Four, cancellation will be effective at the end of the billing cycle following the billing cycle during which the notice of cancellation is received and processed, providing that any applicable cancellation fees have been paid by Customer. Cancellations can not be accepted and processed, and the service may not be canceled until any applicable cancellation fee has been paid. 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, or if you fail to pay any charges when due. 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, cancel your account, and pay the applicable cancellation fees that apply.

Sections 1, 4, 6, 10, and 11 of this Agreement shall survive termination of this Agreement.

##### 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 that we either terminate or suspend your account and or this Agreement for reasons other than breach of this Agreement we shall provide you 30 days notice of such suspension or termination.

##### 4.2 CONTINUATION OF OBLIGATIONS.

Notwithstanding any cancellation or termination of this Subscriber Agreement or any your account, nor 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 your or any user of your account.

## 5. ACCOUNT REQUIREMENTS

In order to receive the Service:

You must be at least 18 years old and provide a valid credit card.

You must be authorized to order services on behalf of your company, organization, or Agency

## 6. PAYMENT

All Equipment and setup charges are paid in advance. Purchase Orders can only be accepted from Government Agencies and commercial customers who have been pre-approved by our Credit Department.

All services are payable quarterly in advance by credit card, or annually in advance by check. Mobil Satellite Technologies does not send bills or invoices by USPS mail, annual prepayments are the responsibility of the Customer to be remitted at least 30 days in advance of the expiration of any existing annual prepaid annual term.

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 canceled at Mobil Satellite Technologies' sole discretion; however charges will continue to accrue until the account is canceled per this agreement. Mobil Satellite Technologies may at its discretion bill an additional charge to reinstate a suspended account.

If purchasing Services through a reseller, the reseller must pay all amounts owing for your account. If the reseller fails to pay Mobil Satellite Technologies any amounts due, whether or not you have paid the reseller, your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.

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 more than 30 days old.

Charges are billed to your credit card or debit card, as applicable, each quarter for the Service and any additional usage or services. 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. Unless Payment is made annually in advance by check, 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.

## 7. 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.

## 8 PROHIBITED CONDUCT

Customers are responsible for maintaining their networks and PCs, and to keep them free of viruses, malware, botnets, trojans and other forms of corruptive or damaging software. Customer sites may be disabled if viruses, malware, botnets, trojans and other forms of corruptive or damaging software are detected as being broadcasted or originating from a customer's modem. This is done in order to prevent the spread of corruptive or damaging software across the satellite network and affecting other customers.

You agree not to use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or penetrate our security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (f) to introduce viruses, malware, botnets, worms, harmful code, Trojans, and/or other forms of corruptive or damaging software on the Internet or satellite network; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of Mobil Satellite Technologies or any of its parents, affiliate or subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate our or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to generate excessive amounts (as determined in our sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (n) to engage in activities designed to or having the effect of degrading or denying Service to Mobil Satellite Technologies users or others (including activities that compromise a server, router, circuit or software); (o) to use any name or mark of Mobil Satellite Technologies or its respective parents, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (p) to use your Mobil Satellite Technologies account for the purpose of operating a server of any type; (q) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (r) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (s) to use the Service to disrupt the normal flow of online dialogue, (t) to use the Service to violate any operating rule, policy or guideline of any

other online services provider or interactive service; (u) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (v) to impersonate any person or using a false name while using the Service; (w) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (x) to make false or unverified complaints against any Mobil Satellite Technologies subscriber, or otherwise abusing any of our complaint response procedures; (y) to export software or any information in violation of US export laws; or (z) to use the Service in contravention of the limitations of the pricing plan you have chosen.

## 9. BLOCKED PORTS & SERVICES

Due to the rising infection rate of malware, trojans, and botnets among PCs worldwide, Mobil Satellite Technologies, blocks a number of services at our border.

For a complete list of blocked ports and services please contact our Support Department.

## 10. INSTALLATION

The installation, use, inspection, maintenance and repair of the Equipment may result in service outage. You are solely responsible for backing up all of your existing computer files and data. Mobil Satellite Technologies and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.

If you are an end user and are unable to coordinate a professional installation by a certified satellite installer, you have the option to purchase a professional installation from Mobil Satellite Technologies. You will be responsible for all costs associated with the installation, which will be listed on a Customer Order Form. Non-standard installations will incur additional costs. A description of a non-standard installation is available online at: [Standard-installation](#)

**MOBIL SATELLITE TECHNOLOGIES DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, MOBIL SATELLITE TECHNOLOGIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.**

Mobil Satellite Technologies will make its best effort to provide the Service. Because of the complex nature of satellite, broadband services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, Mobil Satellite Technologies may cancel the installation process and refund any money that you have paid. Mobil Satellite Technologies will notify you of its intent to cancel as soon as reasonably

possible. Mobil Satellite Technologies shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

#### 11. MONITORING THE SERVICES

Mobil Satellite Technologies has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Mobil Satellite Technologies, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its subscribers.

#### 12. SATELLITE EQUIPMENT OPERATION

Mobil Satellite Technologies monitors the network to ensure proper operation of all satellite systems transmitting or receiving signal or data from Mobil Satellite Technologies' networks. In the event any customer satellite equipment causes interference or disruption of any satellite network operated by or provided through Mobil Satellite Technologies, Mobil Satellite Technologies may immediately suspend the service until repairs have been completed to eliminate the interference or disruption.

#### 13. DISCLAIMERS

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH MOBIL SATELLITE TECHNOLOGIES TO YOU AT NO ADDITIONAL CHARGE. MOBIL SATELLITE TECHNOLOGIES WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, MOBIL SATELLITE TECHNOLOGIES OR ITS AGENT MAY REPLACE A DEFECTIVE MODEM OR OTHER HARDWARE ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF MOBIL SATELLITE TECHNOLOGIES'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN MOBIL SATELLITE TECHNOLOGIES OR ITS CONTRACTOR. 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'S 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, ERROR-FREE OR FREE OF VIRUSES, OR 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'S 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 A 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.

#### 14. JURISDICTION

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.

## 15. MISCELLANEOUS

This Agreement and Mobil Satellite Technologies' other Agreements and policies posted on Mobil Satellite Technologies' Web site 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' Web site ([www.Mobilsat.com](http://www.Mobilsat.com)) and/or by email and/or mailings to you. In the event that 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.

## 16. Assignment Of Account

We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

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