

Annex B

IRIDIUM GENERAL SALES TERMS AND CONDICTIONS

Annex B to Universat Service Agreement for Iridium Satellite Services

Article 1 - INTRODUCTION

These terms and conditions govern the relationship between Universat Italia Services Srl (hereinafter referred to as "UNIVERSAT") and the Subscriber and are the basis of the provision of Services by UNIVERSAT.

Article 2 - DEFINITIONS

In these conditions of contract the following expressions will have the following meaning:

- a) "UNIVERSAT" shall mean Universat Italia Services Srl whose registered office is Viale Luca Gaurico 9/11, 00143 Roma - Italy.
- b) "Subscriber" (or "Customer"): the entity, whether an individual person or an incorporated company, signing the present Contract with UNIVERSAT for the subscription of the Service. The "Subscriber" will be any company, partnership, practice or person purchasing Services directly or indirectly through UNIVERSAT as identified on the front of this document.
- c) "Contract" shall mean this Contract. This subscription contract between the Customer and UNIVERSAT, including the "UNIVERSAT SERVICE AGREEMENT FOR IRIDIUM SATELLITE SERVICES" (its all Sections) and annexes.
- d) "Services" shall mean the Service identified in Sections 5, 6 of this Contract. The services rendered by UNIVERSAT, namely the access to the satellite communication network of IRIDIUM, the detailed billing of the IRIDIUM communication costs, and the provision of specific additional UNIVERSAT services.
- e) "ISU" (IRIDIUM Subscriber Unit): the IRIDIUM terminal, whether fixed or mobile, which enables the provision of the Service to the Subscriber with whom this terminal is registered.
- f) "IRIDIUM Satellite LLC": the company operating and maintaining the IRIDIUM satellites.
- g) "IRIDIUM": the satellite telecommunication service bearing the same name, and operated by the IRIDIUM LLC company
- h) "Network" means the satellite and terrestrial system that provides the Service.
- i) "SIM" means a Subscriber Identity Module.
- j) "Invoice" shall mean the sales invoice as issued by UNIVERSAT.
- k) "Default" shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from UNIVERSAT.
- l) "Initial Contract duration" shall mean the first period of a Contract with the Costumer prior to any renewals.
- m) "Minimum period" shall mean the initial Contract duration and/or any period, as detailed in sections 5, 6 ,7.

Article 3 - PAYMENT/NON PAYMENT

- 3.1 It is the user's responsibility to ensure that they: In consideration for the provision of the Services, the Subscriber agrees to pay Universat the sum outlined in the invoice, which will be raised on a monthly basis, plus any Credit Card charges, VAT and mandatory taxes at the prevailing rate at the date of invoice. Universat pays the Network Operator in United States Dollars (USD) and accordingly, if the Subscriber pays in a currency that is not USD, the Subscriber accepts that the exchange rate applicable at the time of invoicing and in accordance with Universat's Exchange Rate Policy, will be applied in order to account for the fluctuations in exchange rate from the date of billing to date of payment. A copy of Universat's full Exchange Rate Policy is available upon request: the amount in US\$ remains the reference, and the

counterpart amount in Euros is mentioned on the IRIDIUM Service invoice of the Subscriber with the currency exchange rate used for the month when the Service provision took place, increased of 5%. This currency exchange rate for the specific month is the one of UNIVERSAT.

3.2 Data records provided by the network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.

3.3 Payment by Subscribers:

a) based inside of the IT and EU must be made by bank transfer, direct bank transfer or Credit Card, with bank charges share.

b) based outside of the IT and EU must be made by direct bank transfer or Credit Card, net of all bank charges.

Payments made by bank transfer to UNIVERSAT shall be done to the following account, also mentioning the references of the Service invoice(s) they are related with:

Name to be credited: UNIVERSAT ITALIA SERVICES SRL

*c/o Unicredit Banca di Roma - Agenzia 731 ROMA PASTEUR

*IBAN: IT 69 A 02008 05134 000401021529

*SWIFT: UNCRITM1731

Deposits: Services are granted subject to credit approval by Universat. Universat requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-IT citizens or Customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

3.4 For Customers paying by Credit Card, it is the Customer's responsibility to ensure that Universat is advised of any changes so payments are processed and the account is maintained. Credit Card payments are processed within five (5) days of the invoice date.

3.5 For credit accounts the charges as selected overleaf will be invoiced on a monthly basis with payment being due strictly within 30 days from date of invoice. UNIVERSAT reserve the right to refuse or withdraw credit facilities at any time.

3.6 Without prejudice to any other rights available to UNIVERSAT, if any invoice remains unpaid thirty (30) days following the due date, then the outstanding balance shall attract interest (both before and after judgement) at the rate of two percent (2%) per calendar month or part calendar month and the Subscriber's right to credit facilities are revoked and a full payment of all outstanding balances will be made. The Subscriber will indemnify UNIVERSAT against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.

3.7 All payments made by the Subscriber to UNIVERSAT shall be applied in the following priority:

(i) Late fees

(ii) Overdue amounts

(iii) Remaining balance

3.8 UNIVERSAT also reserves the right to immediately suspend the services if payment is not received in accordance with Article 3 of these Terms and Conditions.

3.9 Subscriber shall notify UNIVERSAT of any disputed items within 30 (thirty) days of the date of invoice. UNIVERSAT shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by UNIVERSAT will be immediately credited to the Customer if such has already been paid. Thereafter the Customer shall be subject to the Disputes/Arbitration process as outlined in Article 11 of these Terms and Conditions.

3.10 In the event of a Late Billing event Universat shall present to the Subscriber any additional charges incurred by the Subscriber in the form of an invoice as soon as it becomes practicable to do so after Universat is informed of the Late Billing event. Any invoice that has been generated by a Late Billing event will become due for payment within thirty (30) days from the date of that Late Billing invoice.

3.11 Deposit

Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

UNIVERSAT shall hold the deposit as security for the due performance by the Customer of its obligations and may apply the whole or part of the deposit at any time against moneys due but unpaid or any expenses, loss or damage incurred by the UNIVERSAT as a result of a failure by the Customer to perform properly its obligations. Application by the UNIVERSAT of the whole or any part of the deposit shall be without prejudice to any other rights of the UNIVERSAT arising out of this Contract.

- Such deposit shall not accrue interest unless required by law;
- Such deposit shall be subject to increase as UNIVERSAT deems necessary;
- Deposits Deposits will be refunded within ninety (90) days of the service or contract termination date

Article 4 - MONTHLY SUBSCRIPTION AND PRICES

- 4.1. Subscriptions will be charged as indicated in "Section 6" of the Contract irrespective of use of the SIM card and/or Terminal.
- 4.2. Monthly subscription fees will continue to apply during SIM card/Terminal suspension.
- 4.3. Call costs not listed in "Section 6" of the Contract will be charged at Universat standard rates, copies of which are available on request.

Article 5 - SALES TAX / VALUED ADDED TAX

- 5.1. Sales tax and VAT are charged at the prevailing rate.
- 5.2. For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested: evidence of export must be provided if the original delivery was made within the IT/EU. UNIVERSAT reserves the right to refuse zero rating at their discretion.
- 5.3. Where a sales tax becomes due at a later date UNIVERSAT shall pass such charges on to the Subscriber.

Article 6 - UNAUTHORISED / FRAUDELENT USE

- 6.1. It is the user's responsibility to ensure that they:
 - a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.
 - b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.
 - c) Notify UNIVERSAT immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use, so that the airtime service may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the SIM card and/or Terminal is confirmed by the Network Operator.
- 6.2. UNIVERSAT reserves the right to immediately terminate any Services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined in Article 3.1 of these Terms and Conditions.

Article 7 - RE-ACTIVATION, UNBARRING AND DEACTIVATION

In the event of re-activation, unbarring or deactivation of a SIM card and/or Terminal, a charge of \$100 USD may be applied for each process. Re-activation of a deactivated Inmarsat SIM card will cost \$250.00 USD.

Article 8 - DURATION

- 8.1. The present Contract shall commence on the date as defined in Article 8.2 for a one (1) year period, and shall automatically continue thereafter for successive one (1) year periods unless terminated by either party giving at least thirty (30) days notice before the end of each period in writing by a registered letter with acknowledgement of receipt to the other to take effect on the expiry of the period.

- 8.2. This Contract shall commence on the date of its signature by both Parties. However, any new ISU registered after the date of signature of the present Contract, and incorporated under the rules of the present Contract, shall be deemed to comply with the present Contract with a commencement date that shall then be that of the registration of this new ISU.
- 8.3. For Contracts where payment is received upfront, the Contract shall run for the pre paid period, as a minimum.
- 8.4. The initial Contract duration for specific Iridium service (ISU) is also detailed in "Section 7" of the Contract.

Article 9 - CANCELLATION / RENEWAL / TERMINATION

- 9.1. New consumer Subscribers may cancel this Contract up to seven (7) working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Any costs incurred during this period by the Subscriber connecting to the Network will be charged to the Subscriber. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.2. Any consumer Subscribers who enter into a Contract via distance means may cancel this Contract up to seven (7) working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.3. UNIVERSAT will automatically renew the Contract for a further term similar in duration to the original Contract, unless written notice of requirement for termination is given by the Subscriber, giving at least thirty (30) days prior notice to the commencement of any renewal term.
- 9.4. Contracts which are paid up front (which include Minutes/bytes/MB's) are only able to be terminated at the end of any paid up Contract period.
- 9.5. After the initial Contract duration, Contracts that are NOT paid up (and do not include Minutes/bytes/MB's), may be terminated.
- 9.6. UNIVERSAT reserves the right not to renew the Contract should it wish to terminate the Agreement at the end of the Contract period. UNIVERSAT will provide thirty (30) days notice of its intention not to renew a Contract.
- 9.7. All outstanding costs must be paid. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 9.8. UNIVERSAT may terminate this Agreement by providing fourteen (14) days notice should the Subscriber be in breach of the Agreement. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the Contract.
- 9.9. On any contract renewal these Terms shall continue to apply unless changes are agreed in writing.

Article 10 - LIABILITY

- 10.1. UNIVERSAT will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Services.
- 10.2. Subject to sufficient and correct documentation being offered by the Subscriber, UNIVERSAT accepts:
- a) liability for death and personal injury resulting from UNIVERSAT's negligence.
 - b) liability for obvious negligence arising in connection with the provision of Services, as agreed between the parties, to a maximum of the Contract Value.
- 10.3. Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of UNIVERSAT is expressly excluded. In no event will UNIVERSAT be liable for loss of anticipated profit, loss by reason of plant shutdown, non operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 10.4. No liability or consequential loss will be accepted by UNIVERSAT for:
- a) Any or all failure or reduction in quality in all aspects of the system hardware or Services provided nor the satellite(s) or terrestrial connections that apply.

- b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.
 - c) Any loss or delay associated with unlicensed or fraudulent usage.
- 10.5. Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 10.6. No warranty either express or implied as to performance for fitness for purpose is given.
- 10.7. Any dates specified by UNIVERSAT for the delivery of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 10.8. Universat cannot be held responsible for any loss of Services, which are due to the withdrawal of operating licenses by Governmental authorities or their refusal to renew such.
- 10.9. The Subscriber acknowledges and agrees that all services will be chargeable howsoever caused, until either a request for a deactivation or suspension is received by UNIVERSAT from the Subscriber and the deactivation or suspension of the SIM card and/or Terminal is confirmed by the Network Operator.

Article 11 - GENERAL

- 11.1. UNIVERSAT may assign the Contract or any part of it to any person, firm or company.
- 11.2. The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of UNIVERSAT. The Subscriber shall inform UNIVERSAT in writing prior to the transfer of any registered ISU by the Subscriber to a third-party; if such notification is not done in due time, the Subscriber shall be held liable for the payment of the Service related to the said transferred ISU, and shall bear full responsibility for any loss or damage incurred by UNIVERSAT due to said transfer.
- 11.3. UNIVERSAT reserve the right to amend the charges during the contract period. Prior notice will be given. If the Subscriber is not in agreement with these changes then they may terminate this agreement by giving thirty (30) days notice to terminate the Contract. During the thirty (30) day period to termination of the Contract, the original charges will apply. This ability to terminate the Contract in these circumstances is notwithstanding the conditions in Articles 8 and 9 of these Terms and Conditions..
- 11.4. UNIVERSAT reserve the right to make changes to these Terms and Conditions in line with any changes to the law or amendments to the Network / Service Providers terms and conditions (as applicable).
- 11.5. UNIVERSAT reserves the right to change the ID numbers. Prior notice of any changes will be given where possible.
- 11.6. It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership, joint venture, relationship of agency, or establishment of any other form of company between the parties.
- 11.7. Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 11.8. UNIVERSAT reserve the right to suspend the Service at any time upon discovery of a breach of this Contract.
- 11.9. Both parties to the Contract will comply with their respective obligations under the Data Protection, as modified from time to time.
- 11.10. References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa and words denoting any gender shall include all genders.
- 11.11. Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 11.12. References to any statute or statutory instrument shall include any re-enactment, modifications, amendments there to or replacement there of for the time being in force.
- 11.13. Obligations of UNIVERSAT

UNIVERSAT shall:

- Register with IRIDIUM the ISUs specified in the Contract. The Customer may afterwards require UNIVERSAT to register new ISUs with IRIDIUM Satellite LLC, bearing in mind that these new ISUs shall be deemed to comply with the present Contract, whose related commencement date is specified in the above Article 8.2.
- Provide the Subscriber with the Service, for the ISUs deemed to comply with the present Contract, according to the terms and conditions of the present Contract.

11.14 Obligations of the Subscriber

The Subscriber shall:

- Bear all control and responsibility for the use of the Service for its own needs, in compliance with the national, supra-national, or international laws applicable in the location and time of the use of the Service by the Subscriber;
- Ensure that the use of the Service does not breach in any manner whatsoever the rights of third parties and is not constitutive of a hoax or of a breach of law;
- Ensure that no other party shall access the Service without the Subscriber's prior authorization; should the Subscriber become aware of an unauthorized use of the Service by a third party, or of the theft or loss of one or more ISUs deemed to comply with the terms and conditions of the present Contract, the Subscriber shall in no time inform UNIVERSAT of such occurrence by first-class recorded mail with acknowledgement of receipt (or its equivalent);
- Inform UNIVERSAT in no time of the transfer to a third-party of any ISU deemed to comply with this Contract, with the hereafter Article 11.2 of this Contract being applicable; such notice shall be done by first-class recorded mail with acknowledgement of receipt (or its equivalent).

Article 12 - WOOLE AGREEMENT

- 12.1. Each party acknowledges this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 12.2. This Contract supersedes any prior Contract between the parties, either written or oral, for the provision of the Service.

Article 13 - DISPUTES / ARBITRATION

- 13.1. In the event of any dispute over the quality of Service received the Subscriber will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within four (4) weeks of receipt.
- 13.2. This Contract and any dispute arising out of or connection with this Contract shall be governed by and interpreted in accordance with the Italian law. All questions relating to the application or interpretation of the present contract are to be submitted to the exclusive jurisdiction of the Foro di Roma

Article 14 - FORCE MAJEURE

UNIVERSAT shall not be liable to the Customer nor held in breach of this Contract to the extent that it is prevented, hindered, interrupted or delayed in the performance or observance of this Contract from causes constituting Force Majeure.

Force Majeure means any cause arising from or attributable to acts, events or omissions beyond the reasonable control of the UNIVERSAT claiming Force Majeure, including but not limited to any act of government or government department, act of God, flood, fire, explosion or earthquake, strike, walk-out, lock-out or industrial dispute, local or national emergencies, civil wars, wars, legal or governmental restrictions to communications, partial or complete stop of telecommunications services, all acts, events or omissions not allowing the effective signal and communication propagation.

if either Party is prevented by Force Majeure from performing its obligations, the Contract shall immediately be suspended, without any right of prejudice. If this suspension of the Contract for Force Majeure lasts more than a period of six (6) consecutive months,

the Contract may be terminated with no time, and without any right of prejudice by either Party, by first class recorded mail with acknowledgement of receipt (or its equivalent).

Article 15 - NOTICE

- 15.1. Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered (signed for) post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other.

UNIVERSAT contacts:

Universat Italia Services Srl
Viale Luca Gaurico, 9/11– 00143 ROMA
Tel.+39 06 5814292 - Fax +39 06 56561012
Email: admin@universatitalia.it

Article 16 - SEVERABILITY

If any provision of this Contract is found to be invalid or unenforceable under any applicable law then such provision either shall be in operative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.