

Terms and Conditions

General

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Marvil CG LLC dba Orbital Connect services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Orbital Connect and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

This Terms and Conditions are effective as of September 16, 2020 (hereinafter the "Effective Date")

Services

Whereas COMPANY provides a wide range of satellite and ground communication services delivering end-to-end solutions. For example, COMPANY uses a global satellite network in various frequency bands and the latest satellite technology to secure connectivity and Internet access to CLIENT.

Whereas COMPANY offers CLIENT the service that comprises of certain telecommunication network, satellite constellation, terrestrial telecom infrastructure, as well as COMPANY supplies CLIENT with certain products in connection with this network and solution.

Whereas CLIENT intends to purchase specific telecommunications products and services from COMPANY and retains COMPANY to deliver such products and services to CLIENT.

AGREEMENT

Therefore, in consideration of the conditions, covenants and agreements contained herein, the COMPANY and CLIENT hereby agree as follows:

1. SUBJECT

1.1. The COMPANY promise to provide to the CLIENT communication Services described in detail in the Service Order Form attached and incorporated hereby as Exhibit "A" to this Agreement and hereafter shall be referred to as the "Service." In exchange, CLIENT shall use the Services against payment at the rates agreed to in the Service Order Form as agreed between the parties in this Agreement.

1.2. Services shall be defined by type, end points, elements and price per each Service as provided in the relevant Service Order Form.

1.3. The Ready for Service Date (hereinafter referred to as "RFS Date") for each new Service, or changes to the parameters of an existing Service provided by the COMPANY, shall be the date on which the COMPANY delivers the properly functioning Service to the CLIENT. Such RFS Date shall be memorialized in a Bilateral Service Acceptance Protocol signed by the

PARTIES or their authorized representatives. A sample blank Bilateral Service Acceptance Protocol is attached hereby as Exhibit "B."

1.4. CLIENT agrees that hardware provided and installed by COMPANY shall be stored, used and operated following the guideline of Manufacturer. COMPANY is not liable for any damages or failures due to improper storage or use of the equipment.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. CLIENT shall have the right to:

2.1.1. Use the Service 7 days a week, 24 hours a day with the quality and technical characteristics as laid down in this Agreement.

2.1.2. Notify COMPANY about problems relating to the use of the Service or hardware.

2.1.3. Renew the Service suspended due to non-payment by paying the outstanding balance due.

2.1.4. Request a renewal of the Service suspended due to in case of abusive use of COMPANY'S network by contacting COMPANY via email to contact@orbitalconnect.com . COMPANY has the right to deny a request for the Service renewal.

2.2. CLIENT shall be obligated to:

2.2.1. Observe the technical instructions of COMPANY for proper use of the Services and undertake no actions or inactions, which could hinder the normal functioning and operation of the relevant Service.

2.2.2. Attend or ensure the attendance of its authorized representative at the final tests for the Services provision and the signature of the bilateral protocol of findings for commencement of the Services provision/use. The refusal of CLIENT to participate shall be taken down in a protocol by the representatives of the COMPANY and considered as a Services acceptance and will be considered as grounds for due payment of the installation charge and monthly fees.

2.2.3. Provide approved terminal telecommunication devices in good condition and in compliance with applicable standards. Maintain in working order, on its own account, the terminal devices connected to the Service and COMPANY network.

2.2.4. Render technical assistance to COMPANY's employees to guarantee the quality of the Services provision in identification of Services failures in terminal devices and remedy of failures in terminal devices. The time for remedy of a failure in a CLIENT terminal device shall not be considered as a Services interruption.

2.2.5. Pay within the agreed terms the monthly charges and fee due to COMPANY. Any bank charges, commission charges etc. in relation to such payments shall be on the account of the CLIENT.

2.2.6. Use the Services only in accordance with the requested type and purpose.

2.2.7. In case of termination of Service CLIENT shall pay off all the charges, outstanding amounts due for the Service and the products delivered per the terms of this AGREEMENT.

2.3. COMPANY shall have the right to:

2.3.1. Receive in time and in whole the amounts due for the Services. 2.3.2. Perform scheduled and emergency maintenance of its Services. Except for emergency works COMPANY will inform CLIENT at least 48 hours in advance for maintenance works that may affect the Service.

2.3.2. Suspend Services in case of late payments, or in case of abusive use of

its network which in the reasonable judgement of COMPANY may damage its services and equipment or affect other CLIENTs. Where possible suspension will be performed after a reasonable advance notice to CLIENT. When a potential fraudulent activity is detected the service is going to be suspended or terminated immediately by COMPANY, without prior notice to CLIENT.

2.3.3. Deny CLIENT's request for renewal of the Service if suspension or termination of such Service was caused by (1) CLIENT's abusive use of COMPANY'S network or (2) fraudulent activity committed by CLIENT.

2.4. COMPANY shall be obligated to:

2.4.1. Respond to new Services orders within 10 (ten) days from the date they were submitted.

2.4.2. Provide the Services within the term laid down in the confirmed Service Order Form.

2.4.3. Provide the Services with the required quality and with the due diligence.

2.4.4. Provide the necessary equipment for the provisioning of the Service in accordance with the specifications in the relevant Service Order Form.

2.4.5. Validate that the network is in a state that ensures a continuing proper functioning of the Services according to the technical characteristics specified in the relevant Service Order Form, including the provision of scheduled repairs and reconstructions, preventive activities related to the Service maintenance, development and improvement.

2.4.6. Register received notifications to the contact points specified in P.14 of this AGREEMENT for interruptions and degradation of the technical characteristics of the Services provided.

3. PRICES AND PAYMENT

3.1. CLIENT shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order Form and other applicable charges as specified in the Service Order Form (collectively, "Service Charges").

3.2. The first invoice for each Service will include:

- One-time installation fee(s) for the Service(s). COMPANY and CLIENT have agreed that installation fees shall be billed and paid with the first statement.

- Monthly charges for the Services. CLIENT will be charged monthly on the selected service plan, attached and incorporated hereby as Exhibit "A".

3.3. Further invoices shall be issued on a monthly basis in advance for the Services to be provided during the month following the month of the invoice issue.

3.4. Service Charges are payable within fifteen (15) days from the date when the invoice was issued. The invoices shall be sent to CLIENT in electronic form to the following electronic address: contact@orbitalconnect.com

3.5. Undisputed invoices if not paid within fifteen (15) days from the date of issuance, shall be deemed past due. If an invoice is not paid when due, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833% per month (TEN PERCENT 10% ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. Interest may not be compounded without compliance with the California Civil Code, Appendix I, dealing with usury.

3.6. CLIENTS must provide notice to the COMPANY of any disputed charges on invoice within thirty (30) days from the date of issuance of such invoice. CLIENT must present a reasonable basis for disputing any amount charged. Payments shall not be deferred when

disputes regarding invoices arise between the PARTIES. In case a dispute is resolved in CLIENT's favor, COMPANY shall reimburse the difference to CLIENT.

3.7. A payment shall be deemed completed upon confirmation from the COMPANY's bank that the full amount due is received to the COMPANY's account.

3.8. If any additional taxes and fees including but not limited to government, state or national taxes, sales tax, VAT, are chargeable on any delivery of services under this Agreement, CLIENT shall pay to COMPANY, in addition to the service fees, an amount equal to the amount of the applicable. The Parties shall cooperate to minimize any taxes due on invoices to the extent legally permitted.

3.9. Where any sum due to be paid to COMPANY hereunder is subject to any withholding tax, the Parties shall use commercially reasonable efforts to do all such actions and to sign all such documents as will enable them to take advantage of any applicable double taxation agreement or treaty. In the event there is no applicable double taxation agreement or treaty, or if an applicable double taxation agreement or treaty reduces but does not eliminate such withholding tax, CLIENT will deduct the withholding tax amount and pay it to the appropriate tax authority, without reducing the amount of the fee payable to COMPANY. CLIENT will provide COMPANY with proof that such withholding tax payment has been made.

3.10. Each party will be responsible for any other taxes, duties and charges in connection with this Agreement, which may be obligations in the country where the Party is resident.

4. TERM AND TERMINATION

4.1. The CLIENT may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to the COMPANY, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any equipment that belongs to the COMPANY. Failure to do so, may result in "Unreturned equipment" charges. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid one-time charges (hereinafter referred to as "OTC".) Any charges for leased equipment will become due upon termination of the Service Agreement.

4.3. This Agreement or a Service Order may be terminated:

4.3.1. By mutual consent between COMPANY and the CLIENT;

4.3.2. Unilaterally by COMPANY, after 30 days written notice in case of material breach of the obligations of the CLIENT;

4.3.3. In case of force majeure circumstances which continue for more than 30 days;

4.3.4. If ordered by any governmental or regulatory authority.

5. CONFIDENTIALITY

5.1. The PARTIES acknowledge that the existence and the terms of this AGREEMENT and any oral or written information exchanged between the PARTIES in connection with the preparation and performance this AGREEMENT are regarded as confidential information. Each PARTIES shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other PARTIES, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court

or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Paragraph. Disclosure of any confidential information by the staff members or agencies hired by any PARTY shall be deemed disclosure of such confidential information by such PARTY, which Party shall be held liable for breach of this AGREEMENT. This Section shall survive the termination of this AGREEMENT for any reason.

6. LIABILITY

6.1. To the extent permitted by law COMPANY is not responsible for any internal network or hardware failures. COMPANY is not responsible for any consequential damages sustained by the CLIENT due to Services failures.

6.2. In case of Services interruption or substantial degradation preventing its normal use, for more than 8 hours cumulative in a 24 hours period, due to reasons attributable to COMPANY, COMPANY shall provide a compensation to CLIENT in the amount of 1/30 of the monthly fee for the affected service. The compensation is provided in the monthly invoice for the Service following the month in which the incident is registered.

6.3. CLIENT declares to be responsible for all permissions and licenses necessary for its use of COMPANY's Services. The CLIENT shall defend and hold harmless COMPANY against any damages, claims, penalties and reasonable costs arising from breach of its obligations under this Article.

6.4. COMPANY shall be entitled to suspend after prior written notice to CLIENT the Services in case of claims by third parties or government authorities based on infringement of intellectual property rights or applicable regulations in relation to the Services used by the CLIENT.

7. SETTLEMENT OF DISPUTES

7.1. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the American Arbitration Association Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. ENFORCEABILITY

8.1. This AGREEMENT is expressly and mutually intended to be binding and enforceable by and shall inure to the benefit of the COMPANY and CLIENT, their respective heirs, representatives, successors, affiliates and assigns. This AGREEMENT is nor assignable without all parties' prior written consent. This AGREEMENT represents the final agreement between the COMPANY and CLIENT as to the matters released hereunder, pursuant to California Evidence Code §1123. The COMPANY and CLIENT hereto agree that this AGREEMENT may be expressly and specifically enforced, and that damages for breach may be awarded pursuant to this AGREEMENT.

9. ADVICE OF COUNSEL

9.1. In making the AGREEMENT, it is understood and agreed that each of the COMPANY and CLIENT rely wholly on their own judgment, belief and knowledge of the nature, extent and duration of the alleged damages and injuries, and the COMPANY and CLIENT have not been influenced to any extent in making this AGREEMENT by any representations or

statements regarding alleged damages or regarding any other matter made by any of the other COMPANY and CLIENT or by any person or persons representing such other COMPANY and CLIENT. The COMPANY and CLIENT further declare and represent that they have had the opportunity to receive legal advice as to their respective rights from legal counsel of their own choosing.

10. GOVERNING LAW

10.1. This AGREEMENT is entered into in the State of California and shall be construed and interpreted in accordance with those laws.

11. PERSONAL DATA PROTECTION

11.1. During the term of this AGREEMENT in connection with any processing of personal data which it receives under this AGREEMENT, each party shall (i) comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice including, but not limited to laws and regulations implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and California Consumer Privacy Act, as amended or similar privacy or data protection laws applicable in the state, country or countries where personal data is collected or held or otherwise processed (collectively, the "Data Protection Laws") and (ii) implement commercially reasonable technical and organizational security procedures and measures to preserve the security and confidentiality of the personal data received under this AGREEMENT. Neither party shall do any act that puts the other party in breach of its obligations under the Data Protection Laws. Nothing in this AGREEMENT shall be deemed to prevent any party from taking the steps it reasonably deems necessary to comply with the Data Protection Laws including requiring signature of the each party on additional terms and conditions related to the Data Protection Laws prior to providing any personal information, and neither party shall take any action which a reasonable person knowledgeable in the Data Protection Laws should know may cause or otherwise result in a violation of the Data Protection Laws. Each party agrees to obtain all necessary consents under the Data Protection Laws and will not pass personal data to third parties without prior notification to the data subject. COMPANY may use, store or otherwise process and may transfer or disclose any personal data provided by CLIENT to any member of COMPANY wherever located in the world for the purpose of administration of this AGREEMENT and relationship management on an ongoing basis, and CLIENT agrees to inform its employees of the same.

12. INTERPRETATION

12.1. The PARTIES to this AGREEMENT have participated in the drafting the terms and conditions set forth in this AGREEMENT and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting parties will **not** be employed in any interpretation of this AGREEMENT.

13. INTEGRATION CLAUSE

13.1. This AGREEMENT contains the entire agreement by the PARTIES. The terms of this AGREEMENT are contractual and not a mere recital. The PARTIES acknowledge that they have not made any other promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof. The PARTIES further acknowledge that they have not executed this instrument in reliance on any promise, representation or warranty not contained herein.

14. SEVERABILITY

13.1. This AGREEMENT together with all Exhibits attached hereto may not be modified or amended except pursuant to an instrument in writing signed by both PARTIES. Except as otherwise expressly provided herein, this AGREEMENT represents the entire agreement between the PARTIES regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises, and proposals, whether oral, written, or electronic, between them.

15. NOTICE

15.1. The COMPANY and CLIENT covenant and agree to provide via Certified Mail, Return Receipt to Sender written notice ("NOTICE") of any alleged breach of this AGREEMENT (hereafter referred to as "BREACH") to the offending PARTY prior to initiating a civil action against that PARTY. The PARTY that received NOTICE of the alleged BREACH shall have thirty (30) days to investigate and cure any BREACH without incurring civil liability. The NOTICE shall be provided to the applicable party at the following addresses:

For COMPANY:
Marvil CG LLC dba Orbital Connect
14335 Sherman Way, Unit 220
Van Nuys, CA 91405

14.2. After proper NOTICE has been given, if good faith efforts are not made to cure the alleged BREACH within thirty (30) days, only then may the aggrieved party bring a civil action for the alleged BREACH. However, if good faith efforts are made to cure the alleged BREACH or the BREACH is reasonably cured within thirty (30) days, the party offended by the alleged BREACH is precluded from filing a civil action against the offending party as a result of the alleged BREACH.

16. PARTIES TO BEAR THEIR OWN COSTS

16.1. The PARTIES agree to bear their own respective costs, attorneys' fees and expert fees related to any lawsuit which arises out of this AGREEMENT (including, but not limited to fees and costs incurred in prosecuting or defending the lawsuit), except for those liabilities and obligations arising out of the enforcement of this AGREEMENT.

17. EFFECTIVE DATE

17.1. This AGREEMENT shall become effective immediately following execution by all the PARTIES.

17.2. This Agreement will govern all Services provided by COMPANY to CLIENT commencing with the date COMPANY first performed services. The date at the beginning of the Agreement is for reference only. Even if this Agreement does not take effect, CLIENT will be obligated to pay the COMPANY the reasonable value of any services COMPANY may have performed for CLIENT.

18. MODIFICATION BY SUBSEQUENT AGREEMENT

18.1. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

19. COUNTERPARTS

19.1. This AGREEMENT may be executed and signed by the PARTIES in any number of counterparts, each of which shall be deemed to be an original, but and all of which, together, shall be deemed one and the same instrument.

20. FACSIMILE / PDF SIGNATURE

20.1. Faxed signatures or signatures sent by emails via Portable Document Format (“PDF”) shall be deemed to be the original signatures for purposes of this Agreement.

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COMPANY AND CLIENT HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE COMPANY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.