

## **Standard Terms and Conditions of Offer.**

The following presents Orbital Connect's standard Terms and Conditions of Quote, and if accepted by Customer, constitute the terms and conditions of a binding agreement between Customer and Orbital Connect.

1. **Entire Agreement.** These Terms and Conditions apply to any offer, quote, bid or proposal ("Quote") issued by Orbital Connect to Customer concerning the provision of Products or Services. Upon acceptance of the Quote by Customer, such acceptance to be evidenced by Customer execution of the Quote and its return to Orbital Connect by email, facsimile or courier, the terms of the Quote, together with these Terms and Conditions, become a binding agreement ("Agreement") between the parties. Unless otherwise provided in the Quote, in the case of any contradiction between the specifications set forth in these Terms and Conditions and those set forth in the Quote, the Quote shall prevail. Prior to final acceptance by the Customer, the Quote is revocable by Orbital Connect. Customer agrees that any purchase order issued to Orbital Connect concerning this Quote is issued only for the purposes of Customer's internal authorization and internal use and that none of its terms and conditions shall modify the terms and conditions of this Quote. These Terms and Conditions shall apply to the Agreement, and shall form the entire agreement between the parties related to the Product and Services and, upon Customer's acceptance of this Quote, shall supersede all earlier agreements and communications between the parties related to the Products and Services. Any attempt to alter or amend these Terms and Conditions or to enter into a new agreement concerning the Product and Services is null and void, unless it is agreed to in writing, signed by both Customer and Orbital Connect.

2. **Price and Payment.** Prices in the Offer are exclusive of any applicable sales, use, excise, value-added, business transfer, and like taxes and all customs and import export duties, fees, and charges without limitation, and Customer shall pay all such amounts. Any such amounts shown on the Quote are shown for convenience only and in the event of any error, omission or change to these amounts, Customer shall be responsible for and shall pay the full amounts due. Prices shown in the Quote are subject to verification by Orbital Connect at the time of acceptance by Customer of the Quote. If Customer does not purchase and take delivery of the entire quantity of the Product and Services ordered, then Customer shall pay such additional amounts as Orbital Connect may charge for lesser quantities. For the purpose of this order Customer agrees to pay in full and in advance the whole amount as per provided quote to Orbital Connect.

3. **Acceptance and Delivery.** Products and Services shall be accepted by Customer upon delivery, or as otherwise expressly set forth in the Quote. Products shall be delivered EXW from Supplier's facility or Orbital Connect's Head Office - 10880 Wilshire Blvd, Los Angeles, CA 90024 and Services shall be delivered as incurred. If within three (3) days after delivery Customer does not advise Orbital Connect in writing that the Products and Services or any portion thereof has been rejected (including the reasons therefore), then the Products and Services in their entirety shall be deemed to have been accepted by Customer. Title and risk of loss or damage, to the Products pass to Customer upon shipment from Supplier's facility or Orbital Connect's Head Office.. Orbital Connect retains a security interest in the Products until the full price for the Products and Services are paid. Delivery dates set forth in the Quote are estimates only,

and depend upon prompt acceptance by Customer of the Quote and upon Orbital Connect's inventory of the Products or their components and the availability of provision of Services. Orbital Connect will try to meet the stated delivery dates for the Products and Services, but will not be liable to Customer or any other party for any delay in delivery of the Products and Services. Where applicable, satellite services are provided on an 'on-demand' basis and are subject to the availability of the capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by Orbital Connect or a supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a supplier. Orbital Connect has no liability for unavailability or malfunction of suppliers' networks

**4. Cancellation and Rescheduling.** Customer's orders are firm and non-cancellable. Orbital Connect may cancel the Agreement, in whole or in part, if Customer breaches the Terms and Conditions of the Agreement or if there is a material change in Customer's financial position. Regardless of any disclosure made by Customer to Orbital Connect, Customer will not export, directly or indirectly, the Product and Services without obtaining all required licenses from the appropriate government agencies. Customer may not reschedule shipments without written permission from Orbital Connect.

**5. Shipment, Shipping Charges, and Delivery.** Customer shall be responsible for all freight, handling and insurance charges after delivery. Any time quoted by Orbital Connect for delivery is an estimate only, and Orbital Connect is not liable for any loss or damage arising from any delay in delivery. No delay in the shipment or delivery of any Products relieves Customer of its obligations under this Order, including accepting delivery of any remaining installment or other orders of Products.

**5.1. Shipment** Unless otherwise agreed by the Parties prior to shipment, all Products purchased, by Customer will be shipped from Orbital Connect's location or of its partners. Customer will pay all costs incurred by Orbital Connect to ship the Products to Customer's designated location.

**5.2. Partial Shipments**

Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Products is temporarily out of stock. In the event that ordered Products are not available, Orbital Connect will maintain a backorder list compiled by date. As backordered Products is received from the Supplier, Orbital Connect will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.

**5.3 Shipping Charges.**

Customer will pay all shipping charges, insurance costs and custom duties and other associated taxes.

**5.4. Delivery** Products will be deemed delivered to Customer upon passing of the Products to a carrier. All sales are FOB factory unless specifically quoted to the contrary and the risk in goods shall pass to the Customer on delivery or collection. Orbital Connect will arrange for

shipping and insurance at the customer's request and will add a nominal administrative charge to such costs. Orbital Connect will endeavor to comply with the delivery terms reasonably requested by Customer. All quoted delivery times are subject to timely receipt of export documentation required by law. Orbital Connect cannot be held responsible for delays due to customs clearance procedures.

If within three (3) days after delivery Customer does not advise Orbital Connect in writing that the Products or any portion thereof has been rejected (including the reasons therefore), then the Products in their entirety shall be deemed to have been accepted by Customer. Orbital Connect retains a security interest in the Products until the full price for the Products are paid. Orbital Connect will try to meet the stated delivery dates for the Products but will not be liable to Customer or any other party for any delay in delivery of the Products. Orbital Connect has no liability for unavailability or malfunction of suppliers' networks.

6. **Title** to the Products will transfer from Orbital Connect to Customer upon later of Orbital Connect's receipt of the full sale price and any applicable taxes, fees, and freight and other charges and placement by Orbital Connect (or by the manufacturer if drop shipped) of the Products with the carrier for shipment to Customer. Until such time, Orbital Connect will retain title to the Products and have a security interest therein. Customer will keep Products to which Orbital Connect has retained title free from any liens, charges, claims or encumbrances and will execute all such documents as may be reasonably required by Orbital Connect to evidence or perfect its security interest.

7. **Inspection and Acceptance.** Customer will inspect each shipment upon delivery and will notify Orbital Connect within 3 Business Days of any damage or discrepancies. Customer will be deemed to have accepted the Products upon delivery unless Customer notifies Orbital Connect in writing of any Nonconforming Products within such 3-Business Days period and furnishes written evidence or other documentation Orbital Connect requires. If Orbital Connect determines that the Products are Nonconforming Products, Orbital Connect will, in its sole discretion: (a) replace such Nonconforming Products with conforming Products or (b) refund the price for such Nonconforming Products, together with all shipping and handling expenses incurred by Customer in connection with such delivery. Customer will ship, at Orbital Connect's expense and risk of loss, in accordance with Orbital Connect's instructions, the Nonconforming Products to the Origination Point. If Orbital Connect exercises its option to replace Nonconforming Products, Orbital Connect will, after receiving Customer's shipment of the Nonconforming Products, ship to Customer, at Orbital Connect's expense and risk of loss, the replaced Products to Customer's address indicated in the Order or as otherwise agreed to be the parties in writing. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION 5 ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR NONCONFORMING PRODUCTS, SUBJECT TO CUSTOMER'S RIGHTS, Except as provided under this Section 5 (EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS) Customer has no right to return Products purchased under this Order to Orbital Connect.

## 8. Excusable Delay

Orbital Connect is not responsible for any delay caused by any event or contingency which is not within the direct control of Orbital Connect. Orbital Connect shall be entitled to a schedule and price adjustment in the event of such excusable delay.

## 9. Force Majeure

Orbital Connect agrees to use best efforts for the timely delivery of Customer's order. We may make partial shipments at our discretion. The completion of the order is subject to acts of God, public enemy, civil insurrection, war, fires, severe weather, delays caused by government, delays of suppliers and other causes beyond our control.

## 10. Returning Goods

Customer is responsible for the cost and risk of returning the Goods to Orbital Connect. You should send the Goods at the following address: 10880 Wilshire Blvd, Los Angeles, CA 90024. Orbital Connect cannot be held responsible for Goods damaged or lost in return shipment. Therefore, we recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

## 11. Damage in Transit

All goods should be inspected and tested on receipt of delivery to ensure all items are correct and received in good condition. Should damage occur, the Customer should file a claim with the carrier or insurance agent if shipping via their own carrier.

12. **The Product will be free** from defects in workmanship and materials for a period as defined in the list below, from the date that the Product was first purchased by Customer (the "Warranty Period").

NORSAT: Standard LNBs: 3 years,

NORSAT: Standard BUCs: 2 years

NORSAT: Custom LNBs, BUCs, and all other Microwave Products: 1 year

NORSAT: Satellite Terminals: 1 year

NORSAT: All other products: 90 days

PARADIGM: terminals and components 1 year

KYMETA: Warranty services covered under Service and Support packages will only be valid for up to 5 consecutive years from date of original activation

INTELLIAN VSAT terminals: 3 Years (v-Series; GX Series; PM Models; NX Series; LP Series)

INTELLIAN VSAT terminals: 2 Years (E Series)

INTELLIAN VSAT Labor warranty: 2 Years

INTELLIAN TVRO antennas: 3 Years (i-Series; t-Series; s-Series)

INTELLIAN TVRO Labor warranty: 2 Years

INTELLIAN L-BAND terminal: 3 Years (FBB, C700)

INTELLIAN L-BAND Labor warranty: 2 Years

This Limited Warranty is not transferable. During the Warranty Period, the Product, or if necessary, one or more of the Product components, will be repaired or replaced at Orbital Connect's option, without charge to Customer for either parts or labor. If the Product (or

component thereof) is repaired or replaced during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after repair or replacement or one year from the date of original purchase. Based on an agreement between Manufacturer and Orbital Connect, this Limited Warranty for the Warranty Period shall be honored by either Manufacturer or Orbital Connect. In order for Orbital Connect or the Manufacturer to repair or replace the Product or the component(s) thereof in accordance with this Limited Warranty, Customer must ship the Product or component(s) thereof requiring repair or replacement in a properly protected shipping container such as an anti-static bag, surrounded on all sides with solid foam cushioning of a minimum two (2) inches thick, sealed in a sturdy shipping container. The Product or component(s) thereof must be shipped to Manufacturer or Orbital Connect, as the case may be, together with a "Return Material Authorization" number which number is issued by Orbital Connect's Customer Service department, clearly visible on the outside of the shipping container. Customer must ship the Terminal or component(s) thereof via courier or postal service which can provide proof of delivery. All charges for packaging, shipping, insurance, or any taxes or duties levied, assessed, or imposed in connection with the return of the Terminal or component(s) thereof for repair or replacement under this Limited Warranty is Customer's responsibility.

This Limited Warranty does not apply to normal wear and tear, or if any component of the Product is opened or repaired by someone not authorized to do so by Manufacturer, and does not cover repair or replacement of any Product damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, electrostatic discharge, mishandling, mechanical alteration, or defects due to repairs or modifications made by anyone other than Orbital Connect. This Limited Warranty does not cover physical damage to the surface of the Product, including cracks or scratches on the monitor screen. This Limited Warranty does not apply to any equipment other than the Product as defined in this Limited Warranty. This Limited Warranty also does not apply if the malfunction results from the use of the Product in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by Manufacturer specifically for use with Customer's particular Product, and where it is determined by Orbital Connect that such malfunction is not the fault of the Product itself. Additionally, if malfunction results from the failure of the user to abide by the operating manual, the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is the responsibility of the user of the Product. Neither Manufacturer nor the Orbital Connect through whom Customer purchased the Product is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the use or servicing of the Product. As the Product is designed to operate with satellite communications equipment provided by third party providers, we cannot guarantee or warrant that Customer's Product access will always be available or that it will always function properly. For this and other reasons, the Product should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and Orbital Connect disclaims any liability on its behalf, on behalf of the Manufacturer for events or damages resulting from such reliance or the failure of any third party satellite communications service to perform or to be available for Customer use through the Product. Orbital Connect will not be responsible for any warranties or guarantees provided by any other party. Any repair or replacement pursuant to this Limited Warranty may be requested by Customer from the Orbital Connect.

REPAIR OR REPLACEMENT OF THE PRODUCT, AS PROVIDED HEREIN, IS THE EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED AND EXCEPT AS SET OUT HEREIN ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR QUALITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT. NEITHER ORBITAL CONNECT NOR ANY DISTRIBUTOR SHALL IN ANY WAY BE LIABLE TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE, EVEN IF OR A DISTRIBUTOR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT (INCLUDING NEGLIGENCE) OR CONTRACT, OR UNDER WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. ANY EXTERNAL COMPONENTS AND ACCESSORIES PROVIDED WITH THE PRODUCT ARE PROVIDED "AS IS" OR ARE SUBJECT TO THE LIMITED WARRANTY SPECIFICALLY APPLICABLE TO SUCH EXTERNAL COMPONENTS AND ACCESSORIES, IF ANY, AND NEITHER EXTERNAL COMPONENTS NOR ACCESSORIES ARE, FOR PURPOSES OF THIS WARRANTY, PART OF THE PRODUCT. CUSTOMER ASSUMES THE RISK OF USING ANY EXTERNAL COMPONENT OR ACCESSORY NOT PROVIDED AS PART OF THE PRODUCT. IN NO EVENT SHALL ORBITAL CONNECT'S LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY CLAIMING THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF EXCEED THE PURCHASE PRICE OF THE PRODUCT PURCHASED OR THE COST OF REPAIRING OR REPLACING THE PRODUCT, WHICHEVER IS GREATER.

### **13. Warranty**

All Equipment products are provided with warranty as per paragraph 12. Upon failure of product, the Orbital Connect RMA process must be adhered to. Orbital Connect must receive the defective part within the warranty period for warranty repair or replacement to be available. Customer is liable for all incurred delivery costs and custom duties pursuant to reparation of the damaged product. Orbital Connect will quote for repair of out of warranty equipment at Customer's request, subject to a minimum repair/evaluation fee. Defects caused by faulty or improper use and maintenance will not qualify for warranty repair or replacement.