



ONEWEB APPROVED EQUIPMENT TERMS AND CONDITIONS

1. This Agreement contains additional terms specific to the OneWeb Approved Equipment.
2. OneWeb Approved Equipment. The OneWeb Approved Equipment comprises of the following User Terminal models:
 - 2.1. Kymeta U8 Hawk;
 - 2.2. Intellian OW50L Single Parabolic;
 - 2.3. Intellian OW70L Dual Parabolic;
 - 2.4. Intellian OW130L Dual Parabolic;
 - 2.5. Other OneWeb Approved Equipment as notified from time to time.
3. General Obligations. Subject to the terms and conditions of this Agreement, Orion, agrees to provide the OneWeb Approved Equipment (subject to availability) to End Customer. The OneWeb Approved Equipment includes, but not limited to, Intellian and Kymeta Equipment (OneWeb suppliers/licensors).
 - 3.1. Intellian Equipment designed solely for use with OneWeb Services.
 - 3.2. Kymeta Equipment designed solely for use with OneWeb Services.
4. Title to the OneWeb Approved Equipment shall pass to End Customer upon receipt of payment for that Equipment by Orion. End Customer consents to Orion's right to register its security interest in the OneWeb Approved Equipment with the appropriate government authority in accordance with the PPS laws. This security interest shall cease once full payment is received.
5. Installation and Support Services. Chargeable installation and support services shall be provided to End Customer by Orion, or an Orion certified partner.
6. Grant of Rights, End Customer Conduct and Restrictions.
 - 6.1. Resale Rights, and Restrictions. End Customer agrees that the OneWeb Approved Equipment acquired under this Agreement, which includes the Software licensed herein, may only be used by End Customer solely with respect to (a) transmitting and/or receiving fixed data communications through the OneWeb and Orion Networks and (b) its internal business purposes.
 - 6.2. Intellectual Property Rights. OneWeb and/or its suppliers/licensors at all times retain all right, title and interest in and to all intellectual property rights contained in the OneWeb Approved Equipment and any Software. All rights not expressly granted in this Agreement are reserved. Without limiting the above, and except to the extent otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as a license to OneWeb's and/or its suppliers/licensors Intellectual Property, expressly or by implication, estoppel, exhaustion, or otherwise. If End Customer acquires any Intellectual Property in or relating to any OneWeb Approved Equipment purchased under this Agreement (including any rights in any OneWeb Supplier trademarks, service marks, logos, trade names or other branding features, Supplier marketing materials, derivative works, or patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and hereby irrevocably assigned to OneWeb or its licensors, as the case may be, without further action by either Party.
- 6.3. Software. Subject to the terms and conditions of this Agreement, Orion grants to End Customer, and End Customer accepts, a limited, non-exclusive, non-transferable license to use Software, solely to the extent embedded on the applicable unit of OneWeb Approved Equipment with which it is shipped, and solely in accordance with the applicable Documentation. End Customer will have no right to receive any source code with respect to any Software.
- 6.4. Use Restrictions. End Customer shall not, and shall not allow any third parties to, directly or indirectly:
 - 6.4.1. Copy, modify, translate, create derivative works or improvements of or based on the OneWeb Approved Equipment or components thereof except as expressly authorized by OneWeb in writing;
 - 6.4.2. Remove, delete, alter, obscure, add to or fail to reproduce in and on any of the OneWeb Approved Equipment, any of the OneWeb Supplier trademarks, service



marks, logos, trade names and other branding features, any warranties, disclaimers, or warning labels, any copyright, trademark patent or other Intellectual Property or proprietary rights notices or other notices appearing in or on any hardware or service provided by the applicable OneWeb Supplier or which may be required by the applicable OneWeb Supplier at any time in accordance with this Agreement;

- 6.4.3. Disable, disassemble, reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code or object code or the underlying ideas, algorithms, structure or organization of the OneWeb Approved Equipment or components thereof except and only to the extent expressly permitted by Law notwithstanding this limitation;
- 6.4.4. Disseminate performance information or analysis (including benchmarks) from any source relating to the OneWeb Approved Equipment or components thereof;
- 6.4.5. Reproduce or copy Software in whole or in part, except as expressly authorized by OneWeb in writing; and/or
- 6.4.6. Access or use the Documentation or other OneWeb Supplier materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property or other right of the applicable OneWeb Supplier or any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other customer of the applicable OneWeb Supplier), or that violates any applicable Law.

7. Warranties.

7.1. OneWeb Supplier Warranty Terms. The terms of the applicable OneWeb Approved Equipment's warranty for the OneWeb Approved Equipment are set out in Schedule 1A Intellian Equipment Warranty, Schedule 1B Kymeta Equipment Warranty and Schedule 1C Kymeta Special Terms. Notwithstanding anything contained in

this Agreement to the contrary, Orion will not be liable to End Customer where the applicable OneWeb Supplier fails to abide by the terms of the applicable OneWeb Approved Equipment's warranty and Orion shall have no liability to End Customer for any claim(s) it may have under the OneWeb Approved Equipment's warranty.

- 7.2. Disclaimer of Warranties. Neither OneWeb nor its suppliers/licensors warrant that use of the OneWeb Approved Equipment (or components thereof, including the Software) or any services provided under this Agreement will be uninterrupted or error free or as to the results that may be obtained from use of the OneWeb Approved Equipment or OneWeb Services, including data transfer rates or oversubscription levels that may be achieved. Except as expressly stated herein, OneWeb and its suppliers/licensors disclaim all other warranties, express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, quiet enjoyment, non-infringement, accuracy, integration, and all warranties arising out of usage of trade, course of dealing or course of performance and all Equipment (or components thereof, including the Software) or any services provided under this Agreement are provided on an "as is" basis.

8. Indemnification.

8.1. End Customer Indemnity. End Customer shall indemnify, hold harmless, and, at Orion's option, defend Orion, the Orion Suppliers and each of their respective officers, directors, employees, and agents against all costs, claims, damages or expenses incurred (and reasonable attorneys' fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party involving:

- 8.1.1. Use of the OneWeb Approved Equipment (or components thereof, including the Software) other than as permitted under this Agreement by End Customer;
- 8.1.2. Libel, slander, defamation, invasion of privacy, infringement of copyright or trademark, breach of any applicable acceptable use policy, or any other claim

- based on the content of any transmission arising from any communication using the OneWeb Approved Equipment;
- 8.1.3. Patent or intellectual property infringement arising from combining or using the OneWeb Approved Equipment (or components thereof, including the Software) in connection with facilities, services or equipment furnished by others;
 - 8.1.4. Breach of this Agreement by End Customer; and/or
 - 8.1.5. The acts or omissions of End Customer in connection with this Agreement.
- 8.2. Orion Indemnity. Orion will defend, indemnify and hold End Customer harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys' fees in connection therewith), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party of infringement or misappropriation of a valid United States patent issued prior to the Effective Date, or any valid United States copyright, of a third party by the OneWeb Approved Equipment (or components thereof, including the Software). If any of the OneWeb Approved Equipment (or components thereof, including the Software) becomes or, in Orion's opinion, is likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Orion, or its designee, may, at its option, (i) procure for End Customer the right to continue using the OneWeb Approved Equipment (or components thereof, including the Software), or (ii) replace or modify such the OneWeb Approved Equipment (or components thereof, including the Software) so that it becomes non-infringing without substantially compromising its functionality, or, if the foregoing (i) and (ii) are not reasonably available to Orion, then it may terminate this Agreement and the right to continue using the OneWeb Approved Equipment (or components thereof, including the Software), require the return of all allegedly infringing the OneWeb Approved Equipment (or components thereof, including the Software) and refund to End Customer a portion of the amounts paid by End Customer in respect of such OneWeb Approved Equipment (or components thereof, including the Software) depreciated on a straight-line basis over two (2) years from the date of original shipment to End Customer.
- 8.3. Exclusions to Orion Indemnity. The obligations of Orion, shall not apply with respect to:
- 8.3.1. Any of the OneWeb Approved Equipment (or components thereof, including the Software) which are modified by any party other than Orion or its suppliers/licensors or as authorized by Orion in writing;
 - 8.3.2. Any of the OneWeb Approved Equipment (or components thereof, including the Software) combined or bundled with any non-Orion / non-Orion Supplier products, processes, software, hardware or materials where the alleged infringement relates to such combination;
 - 8.3.3. End Customer continuing the allegedly infringing activity after Orion has provided End Customer with modifications that would have avoided the alleged infringement;
 - 8.3.4. Where End Customer's or a End Customer's use of any of the OneWeb Approved Equipment (or components thereof, including the Software) is incident to an infringement not resulting primarily from any of the OneWeb Approved Equipment (or components thereof, including the Software);
 - 8.3.5. Infringement or misappropriation of any interest in which End Customer has an interest; and/or
 - 8.3.6. Use of any of the OneWeb Approved Equipment (or components thereof, including the Software) other than in accordance with its Documentation and/or this Agreement.
- 8.4. Indemnification Procedure. The indemnification obligations of the indemnifying party are contingent upon the indemnified party providing the indemnifying party with (i)

prompt written notice of any such claim, action or demand; (ii) sole control of the defense or settlement thereof, provided that the indemnified party may participate in any suit for which indemnity is sought with counsel of its own choice; and (iii) reasonable assistance in such defense or settlement thereof, for which the indemnifying party shall pay reasonable out-of-pocket costs and expenses.

Export Laws, including nuclear, chemical, or biological weapons.

9. Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, and except for liability arising from (i) obligations arising under Section 8 (Indemnification); (ii) a breach of Sections 6 (Grant of Rights, End Customer Conduct and Restrictions); and/or (iii) bodily injury or death arising from negligence of a Party, neither Party nor its Affiliates nor its suppliers/licensors shall be responsible or liable with respect to any subject matter of this Agreement under any contract, tort, strict liability or other theory for: (a) any indirect, exemplary, incidental, special, punitive, reliance or consequential damages; (b) any loss of revenue, profit, business, goodwill or anticipated savings, and/or error, interruption and/or loss of use, loss or corruption of data, cost of procurement of substitute services or technology (in each case whether direct or indirect losses/damages); and/or (c) any amounts that, together with amounts associated with all other claims, exceed amounts paid or payable by End Customer to Orion under this Agreement; in each case even if such Party has been advised of the possibility of such loss or damage.
10. Compliance with Laws.
 - 10.1. General. End Customer represents, warrants and covenants to comply with all Laws (including Anti-Corruption Laws, Sanctions and Export Laws) in connection with its performance under this Agreement, including complying with any conditions or restrictions on the provision of the OneWeb Approved Equipment.
 - 10.2. Compliance with Export Controls. End Customer shall comply fully with all Export Laws to ensure that the OneWeb Approved Equipment, and any direct product thereof or technical data related thereto, are not: (i) exported or re-exported directly or indirectly in violation of Export Laws; and/or (ii) used for any purposes prohibited by

SCHEDULE 1A

Intellian Equipment Warranty

1. Intellian Equipment Warranty. The Intellian Equipment are warranted by Intellian against defects in parts and workmanship for a period of one (1) year. The Warranty Period shall commence from the date of delivery of the Intellian Equipment to End Customer. This Warranty shall be void for any Intellian Equipment only if the defect is solely caused by one of the following actions, except to the extent such action was done or caused by Orion:
 - 1.1. Improper setup or installation of the Intellian Equipment;
 - 1.2. Improper installation location, mounting or environment;
 - 1.3. Incorrect installation techniques or cable used;
 - 1.4. Accident, neglect, tampering or misuse;
 - 1.5. Improper use outside of any specifications / Documentation applicable to the Intellian Equipment;
 - 1.6. Damage caused by external influences outside specification of Intellian;
 - 1.7. Installation, modification, adjustment, repair or service by any party other than Intellian or Intellian's certified technician;
 - 1.8. Damage caused by Force Majeure;
 - 1.9. Damage caused by electrical overload or short circuit;
 - 1.10. Damage or improper operation due to radar interference;
 - 1.11. Use of software or products not provided by Intellian or approved by Intellian for use with the Intellian Equipment, provided however that the OneWeb Network shall be considered approved by Intellian; or
 - 1.12. Modification of the Intellian Equipment or radome (including painting) without prior approval.
2. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE EXCLUSIVE REMEDY UNDER THIS WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE UNIT AT INTELLIAN'S SOLE DISCRETION. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. NEITHER ORION, ONEWEB NOR INETLLIAN IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITIES THAT MAY ARISE FROM ANY WARRANTY EVENT.
3. Intellian Equipment Extended Warranty. The Intellian Equipment Extended Warranty option may be purchased within 2 months of equipment sales and prior to equipment installation. Extended Warranty covers parts only and does not cover field labour. The maximum extended warranty period is two years on top of the standard Intellian Equipment warranty term.
4. Intellian Equipment Warranty Claim Procedure. If a repair is needed, Orion may either (a) carry out or commission the repair itself; or (b) return the defective Equipment to Intellian's repair facilities to be repaired or replaced. In either case, End Customer shall be responsible for all shipping costs, both outgoing and incoming, and labour costs. To submit a Warranty claim End Customer must raise a case with Orion.



SCHEDULE 1B

Kymeta Equipment Warranty

1. Definitions

- 1.1. "Defective Kymeta Equipment" means Kymeta Equipment that does not significantly conform to Kymeta's published specifications.
- 1.2. "Third Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Kymeta Equipment that are not proprietary to Kymeta.
- 1.3. "Third Party Products" means hardware, equipment, software, devices, peripherals, accessories or other items not provided by Kymeta with the Kymeta Equipment.

2. Kymeta Equipment Warranties.

- 2.1. Limited Warranty. Kymeta warrants that (a) its Equipment will materially conform to the published specifications in effect as of the date it is collected from Kymeta by or on behalf of OneWeb (the "Collection Date"); (b) will be free from any material defects in material and workmanship; (c) will be (i) new and unused, (ii) provided with good and marketable title, free and clear of any and all liens, claims or other encumbrances, and (iii) conform to all the requirements of applicable law; and (d) neither the Third Party Materials nor the Software will knowingly contain any viruses, worms or any other similar unauthorized program or deliberate disabling device for a period of one year ("Standard Warranty Period"). The Standard Warranty Period shall commence upon the date of delivery of a terminal. End Customers may elect to purchase extended warranty coverage for additional years, not to exceed three (3) total years, at Orion's then-current standard pricing ("Extended Warranty Period" and collectively with the Standard Warranty Period, the "Warranty Period").
- 2.2. Warranty Limitations. The warranties under Section 2.1 (Limited Warranty) do not apply where the Kymeta Equipment has: (a) been subjected to abuse, misuse, neglect, negligence,

accident, testing not undertaken in accordance with the instructions issued by Kymeta, installation not undertaken in accordance with the instructions issued by Kymeta, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any written instructions issued by Kymeta; (b) been reconstructed, modified, repaired, or altered (including any cosmetic alterations) by anyone other than Kymeta or a Kymeta-certified partner; or (c) been used with any software, hardware, or product that has not been previously approved in writing by Kymeta.

- 2.3. Exclusive Remedy for Defective Equipment. This Section 2.3 contains End Customer's exclusive remedy for Defective Kymeta Equipment and Kymeta's sole liability for any breach of the Limited Warranty set forth in Section 2.1 (Limited Warranty). End Customer's remedy under this Section 2.3 is conditioned upon End Customer's compliance with its obligations under Section 2.3(a) and Section 2.3(b) below. End Customer has no right to return for repair, replacement, credit, or refund any Kymeta Equipment except as set forth in this Section 2.3. All claims for breach of Section 2.1 (Limited Warranty) must be received by Kymeta no later than 30 days after the expiration of the Warranty Period of the Kymeta Equipment. During the Warranty Period, with respect to any allegedly Defective Kymeta Equipment:

- 2.3.1. Kymeta's liability under Section 2.1 (Limited Warranty) with respect to Defective Kymeta Equipment is discharged, in Kymeta's sole discretion and at its expense, by: (i) repairing or replacing the Defective Kymeta Equipment; or (ii) crediting or refunding the price of the Defective Kymeta Equipment, less any applicable discounts, rebates, or credits;
- 2.3.2. End Customer will ship, at End Customer's expense and risk of loss, such allegedly Defective Kymeta Equipment to Kymeta's facility located at 12277 134TH Ct., Suite



- 100, Redmond, WA, 98052 for warranty repair or replacement. Cost of shipping will be refunded by Kymeta when such alleged defect is confirmed to be a covered defect under Section 1.1;
- 2.3.3. End Customer is responsible for all costs and risk of loss associated with the shipment and return of the repaired or replaced Kymeta Equipment to the address of End Customer or such other address as nominated by End Customer.
 - 2.3.4. All Kymeta Equipment returned to Kymeta during the Warranty Period for repair or replacement must be accompanied by a Return Materials Authorization (RMA) issued by the Kymeta Network Operating Center ("NOC") or Orion.
 - 2.4. Restrictions. In no event will End Customer service, reconstruct, repair, or replace any Kymeta Equipment, in whole or in part, either itself or by or through any third party. Except as explicitly authorized in this Schedule 1B, End Customer will not modify, alter, replace, reverse engineer, or otherwise change the Kymeta Equipment.
 - 2.5. Third Party Materials.
 - 2.5.1. Generally. End Customer acknowledges and agrees that Kymeta Equipment purchased by End Customer under this Schedule 1B may contain, be contained in, incorporated into, attached to or packaged together with Third Party Materials, such as hardware, software, or other products manufactured by a third party. Third Party products are not covered by the Limited Warranty set out in Section 2.1. For the avoidance of doubt, Kymeta makes no representations or warranties regarding any Third Party Products.
 - 2.5.2. Open Source Components. Equipment provided by Kymeta may include open source software that Kymeta passes through open source licenses to End Customer. Notices in the Software, if any, for such Open Source Components are included for informational purposes only. The third party notices for Open Source Components provided by Kymeta may be found at <https://www.kymetacorp.com/open-source-notices/>.
 - 2.6. Withdrawal of Kymeta Equipment. If Kymeta determines that any Kymeta Equipment sold to End Customer may be Defective Kymeta Equipment, Kymeta may request that End Customer withdraw all similar Kymeta Equipment from use and, at Kymeta's option, either return such Kymeta Equipment to Kymeta (pursuant to the terms of Section 2.3(b) (Exclusive Remedy For Defective Equipment)) or destroy the Kymeta Equipment and provide Kymeta with written certification of such destruction. Notwithstanding the limitations of Section 2.3 (Exclusive Remedy For Defective Equipment), if End Customer returns or destroys all withdrawn Kymeta Equipment as requested by Kymeta and provides Kymeta with written certification of such destruction within 30 days following Kymeta's withdrawal request, and any such defect was not caused or contributed to by any of the factors described under Section 2.2 (Warranty Limitations), then Kymeta will (a) repair or replace all such returned Kymeta Equipment or (b) replace such destroyed Kymeta Equipment, in either case pursuant to the terms of Section 2.1 (Limited Warranty). THIS SECTION 2.5 SETS FORTH END CUSTOMER'S SOLE REMEDY AND KYMETA'S ENTIRE LIABILITY FOR ANY EQUIPMENT THAT IS WITHDRAWN PURSUANT TO THIS SECTION 2.5.



Schedule 1C

Kymeta Special Terms

The following additional terms apply in respect of Kymeta Equipment ordered under this Agreement.

1. Unless otherwise specified in writing, End Customer shall not be permitted to resell or distribute Kymeta Equipment directly or indirectly to any United States military branch, coast guard, or the United States Department of Defense or any department, agency or political subdivision thereof without the express written approval of Kymeta and OneWeb. Unless otherwise separately agreed to in writing between Kymeta and End Customer, no provisions required in any United States federal, state local, or municipal government, any political subdivision thereof, or any agency or instrumentality of any government, quasi-government, or non-governmental authority contract or subcontract related thereto shall be a part of this Agreement, imposed on or binding on OneWeb, and this Agreement is not deemed an acceptance of any such provisions that may be included or referenced in End Customer's request for quotation, Purchase Order, or any other document.
2. End Customer agrees that any feedback, ideas, suggestions, comments, input, or know-how that it provides to Orion and/or OneWeb and/or Kymeta or any suggested improvements to the Kymeta Equipment that is implemented and becomes an integral part of the Kymeta Equipment will be the exclusive property of Kymeta.
3. To the extent permitted under applicable law, End Customer is prohibited from bringing a tort claim relating to the Kymeta Equipment against Kymeta.
4. End Customer shall not violate the applicable Kymeta Branding Guidelines, available upon request, in the placement of End Customer's trademarks, trade names, logos or similar material on the Equipment. Such violations shall give Orion the right to terminate this Agreement immediately, with notice.
5. End Customer shall limit its claims and representations concerning the Kymeta Equipment to those made by Kymeta in its published literature for the Kymeta Equipment and shall be responsible for any claims or representations concerning the Kymeta Equipment in excess of or inconsistent with such claims of Kymeta. End Customer shall at all times conduct its activities in a professional and competent manner. Without limitation, End Customer shall: (a) not disparage the Kymeta Equipment, Kymeta, or any of Kymeta's trademarks, trade names, logos or marketing materials in any way; and (b) not engage in any illegal, unethical, unfair, competitive, misleading, or deceptive business activities or practices with respect to promoting, marketing, distributing, or supporting the Kymeta Equipment or Kymeta's trademarks, trade names, logos or marketing materials. Kymeta shall ensure that whenever it updates its published literature then it shall make the same available via its website. End Customer shall not be liable, in any circumstances, for any claims made contradicting any newly issued literature unless the claims are made after the date such literature is provided and made available.