

# StratosNet® terms and conditions

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## **1. Appropriate use of software**

- 1.1 Customers shall not use the Services and Software in an abusive or fraudulent manner, including but not limited to the following:
- allowing unauthorized third-parties to utilize a StratosNet password;
  - accessing or attempting to access Services or Software by using an unauthorized device or by tampering with or altering the Software;
  - obtaining or attempting to obtain permission to use Services or Software by providing false or misleading information by adding, modifying identifying network header information ("spoofing");
  - obtaining Services or Software without having the intent to pay charges

incurred;

- using Services and Software to further criminal activity;
- using Services and Software to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to communicate with another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons;
- sending unsolicited commercial email to a distribution list or in an effort to deceive or mislead;
- sending data, images and programs that are libelous, defamatory, obscene, or pornographic;
- using Services and Software in a manner that interferes unreasonably with the use of Services and Software by one or more other Customers;
- violating certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups; and
- using Services and Software to gain or attempt to gain unauthorized access to any systems, networks or data ("hacking").

- 1.2 Customer shall not rent, lease, resell or otherwise redistribute the Software for profit.
- 1.3 Customer shall not reverse-engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 1.4 Customers shall use the Software and Services in accordance with all applicable laws and regulations, Internet community, guidelines and standards and in accordance with the then-current Terms and Conditions or any other policies or procedures that may be posted on the StratosNet® web site from time to time.
- 1.5 Inmarsat reserves the right to terminate use of the Services and Software immediately if Customers are engaging in abusive or fraudulent use.

## **2. License and copyright**

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed not sold.

- 2.1 Inmarsat hereby grants to Customers a non-transferable, non-sublicensable, nonexclusive, royalty-free, license to use and, for those Customers who have entered into a separate Inmarsat Dealer and/or Distributor Agreement, to distribute the Software. CUSTOMERS MAY NOT DISTRIBUTE THE SOFTWARE TO ANY THIRD PARTIES UNLESS THEY HAVE ENTERED INTO A SEPARATE DEALER AND/OR DISTRIBUTOR AGREEMENT WITH Inmarsat. The Software may only be used in conjunction with the use of StratosNet® Services and shall not be used as a stand alone product or in conjunction with any other service or product. All right title and interest in and to the Software are and shall at all times remain Inmarsat and/or its respective Suppliers' sole and exclusive property.
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### **3. Billing and payment**

Airtime charges associated with connection to the Services will be billed to the registered Customers of the dialing unit (satellite terminal or SIM card) at the per minute rate in effect for that unit. (E.g.: If Customers dial into StratosNet over an Inmarsat mini-M terminal, charges will be incurred on that terminal for the time Customers are connected at the current mini-M rate for that unit). Monthly airtime charges will be billed to the unit's Inmarsat account or through an Accounting Authority and are due thirty (30) days from the date of invoice. For Inmarsat direct account billing, charges will appear on Customers' regular monthly invoice. Customers who are dealers and/or distributors for Inmarsat shall pay charges incurred from use of the Services in accordance with the payment terms of their underlying Dealer

and/or Distributor Agreement with Inmarsat. Customer agrees that in the event that unauthorized access and use of the Services occurs, Customer is responsible for all charges incurred for such unauthorized use of the Services. All overdue payments are subject to an interest charge of the lesser of (i) one and one-half-percent (1.5%) per month or (ii) the highest rate permitted by law.

#### **4. Security and reliability**

Inmarsat makes no warranties to Customers, or any end users or other persons, of any kind, whether express, implied, or statutory, concerning the data or information availability or accuracy through the StratosNet network or interconnecting networks, including the content displayed on the StratosNet Total Internet toolbar. Customers understand that internetworking communications are not secure, and may be subject to interception or loss.

#### **5. Warranty**

INMARSAT PROVIDES THE SOFTWARE AND SERVICES "AS IS" AND MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED. INMARSAT DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER SUCH WARRANTIES ARE MADE BEFORE OR AFTER THE ACCEPTANCE OF THESE SUPPLEMENTAL TERMS AND CONDITIONS - STRATOSNET®.

#### **6. Limitation of liability**

Use of Services and any data or information accessed using the Software and Services, will be completely at Customers own risk. Inmarsat shall not be liable to Customers, any end-users, or other persons for (i) any consequential, incidental, indirect, special, exemplary, or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury in connection with the provision of this Services or Software, for any reason whatsoever or however arising; (ii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received using Services or Software; (iii) infringement of patents or other intellectual property rights arising from use of the Services or Software; (iv) any loss or inaccuracy of information from whomever received or however arising. IN NO EVENT WILL STRATOS' TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE SOFTWARE, IN ANY WAY ARISING, EXCEED AN AMOUNT EQUAL TO AVERAGE

MONTHLY PAYMENT TO INMARSAT UNDER THESE SUPPLEMENTAL TERMS AND CONDITIONS – STRATOSNET SERVICES. IN NO EVENT WILL INMARSAT'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE SERVICES, IN ANY WAY ARISING, EXCEED AN AMOUNT EQUAL TO THREE (3) MONTHS PAYMENTS MADE TO INMARSAT UNDER THESE SUPPLEMENTAL TERMS AND CONDITIONS – STRATOSNET SERVICES.

## **7. Indemnification**

Customers will defend, indemnify and hold harmless Inmarsat, and its Suppliers, affiliates, officers, agents, employees and subcontractors, against any claims, actions, losses, costs, damages, costs or expenses, including reasonable attorneys' fees ("Liability") related to or arising from, claims by Customers, end-users or third parties regardless of the cause of action, including but not limited to claims based on negligence relating to (i) these Supplemental Terms and Conditions – StratosNet Services; (ii) unauthorized access of the Services through Customers' account; (ii) the use of the Services or the Internet; and (iv) the placement or transmission of any message, information, software, audio files or other materials on the Internet by Customers or by those end users who access the Services through Customers' account, except to the extent caused by the gross negligence or willful misconduct of Stratos. Customers further defend, indemnify and hold harmless Inmarsat from any and all Liability arising from installation of the Software.

## **8. Termination**

Inmarsat reserves the right to terminate Services in the event that Customers (i) inappropriately use the Services or Software as defined in Article 1; or (ii) fail to abide by these Supplemental Terms and Conditions – StratosNet Services; or (iii) fail to pay any fees or charges (including fees associated with my satellite services account or those fees and charges arising from unauthorized use) when due; or (iv) have not accessed Services using a satellite terminal in a six (6) month period; or (v) violate any laws or regulations, or the accepted norms of the Internet community during the use of the Services.

- 8.1 Inmarsat further reserves the right to terminate Services at any time or for any reason, including but not limited to Customers use of Services to intentionally or unintentionally damage Inmarsat's commercial reputation and goodwill.
- 8.2 In the event that Customers Services are inactivated, Customers may be required to pay a sign-up fee and a prepaid deposit in order to re-activate Services. If Customers' account includes space on the StratosNet server, Customer understands that anything stored in this space will be deleted upon inactivation. Upon termination of the Services, Customer must delete the Software from their computer and destroy all copies of the Software.
- 8.3 Customers and their end users may terminate the Supplemental Terms and Conditions – StratosNet Services by ceasing all use of the Services and deleting the Software from their computers and destroying all copies of the Software.

## **9. Export restrictions**

Customers, and their end users shall not directly or indirectly export or transmit Services or any Software or technical data or any products utilizing such technical data to any country to which the governments of the United States of America, the United Kingdom or Canada, or any of their respective agencies having jurisdiction over such export or transmission, require an export license or other government approval, without first obtaining such license or approval.