

1. Your Agreement

1.1 Scope. Your agreement with us is governed by a service order that sets out Service-specific terms (“SO”), these GC and an MSA (if applicable). The SO prevails over these GC and the MSA to the extent of any inconsistency.

2. The Service

2.1 Our Duties. We will provide you the Service during the Service Term and, if applicable, Service Credits. We will give you reasonable notice of any Service disruption, which we will take reasonable steps to mitigate.

2.2 Your Duties. You must: **(a) {comply}** comply without delay with our instructions on your use of the Service (e.g., start, operate, modify, or stop) and ensure your Network can accept the Service and interface with our Network at Demarcation Points; **(b) {co-operate}** reasonably co-operate with us to receive the Service, including providing information we or an Authority require, and allowing us to inspect your Network at reasonable times; and **(c) {preserve}** not compromise our Network’s or third-party networks’ security or performance, and take reasonable measures to protect against the same (and we will take reasonable measures to not compromise your Network’s security and performance when we provide the Service).

2.3 Service Specific. For Capacity Services or Value-Added Services, you must: **(a) {comply}** comply with the transmission plan approved by us and the SES Access Document; **(b) {change}** change your transmission values (e.g., uplink power and carrier frequency assignment) as we require for the Service or our Network; **(c) {Earth Station}** only use Earth Stations we approve and ensure they can operate across the entire satellite frequency band and in the polarization (if specified); and **(d) {instructions}** provide us with the contact details of staff who control Earth Stations and ensure they act on our oral or written instructions without delay. We may transition the Service upon notice to a substitute service with different specifications (e.g., Satellite Orbital Location, transponder, etc.) but with sufficient geographic coverage and satellite resources to support the Service.

2.4 Compliance. Each party must comply with all Applicable Laws. Just because the Service is available in a country or place does not mean you may use it in that country or place without complying with Applicable Laws. It is your individual obligation to: **(a) {authorisations}** have at all times and comply with all authorisations needed for the use of the Service; **(b) {laws}** comply with any Applicable Laws relating to the Service in any country or place in which the Service is used or is available (e.g., advertising, anti-bribery, data security, permitted or required content, encryption, intellectual property, obscenity, privacy, public security, and lawful intercept, requirements); **(c) {trade control etc}** ensure that the Service is not used in a way that would contravene any Applicable Laws (including Applicable Laws relating to export, import or sanctions) or expose us or our Group to a violation, liability or penalty or risk of the same (e.g., an Authority investigates, sues our Group or suspends or terminates any of our Group’s authorisations to operate our Network or provide services); **(d) {resell}** ensure that any Service you resell is part of your value-added service to End Users; and **(e) {certify}** promptly confirm in writing that you comply with this clause, if we ask.

3. Your Payments

3.1 Financial. **(a) {fees}** You must pay us: (i) all sums due under this agreement without deduction or withholding (except as required by Applicable Laws) to our bank account in the currency stated in the SO, even if you cause a delay to the transmissions or if the Service is suspended under clause 4.1(a), (b), or (c); and (ii) interest on any late payment at the rate of 8% per year until we receive full payment, without prejudice to our other rights. We may apply your payment (including Security) to settle any sum due and payable by you or your Group to us or our Group. **(b) {tax}** You are responsible for any Tax

on our provision or your use of the Service and you must pay us any additional amount needed to ensure we receive the same amount had no Tax been payable.

4. Suspension/Termination

4.1 SES. We may suspend or terminate all or part of the SO upon notice, without liability to you, if: **(a) {essential}** you breach any provision of clauses 2 or 3; **(b) {interference}** a third party (including an Authority) intentionally interferes with our Network due to your use of the Service; **(c) {regulatory}** we need to do so to comply with Applicable Laws or with an Authority’s order or instruction; or **(d) {Network}** we cannot provide the Service due to Network changes.

4.2 Mutual. A party may terminate the affected part of the SO by notice to the other if a Service Event continues for 30 days, or pursuant to clause 6.1, or in all situations not related to the Service, if the other party has breached a material term of the agreement which is unfixable or is not fixed by the other party within 30 days of it being notified. If a party does not exercise this termination right within 30 days of the date on which it first arose, it will expire.

4.3 Termination fee. If we terminate the SO in whole or part due to your default under clauses 4.1 or 4.2, you must pay us on demand a termination fee equal to the Service Fees due for the rest of the Service Term had the Service not terminated as well as any unpaid amounts under the agreement. You agree this fee and the fee in clause 4.4 below are liquidated damages for a loss of a bargain and are reasonable under all circumstances to protect our interest in your proper performance of this agreement. If you enjoyed any free or discounted Service Fees before termination, these discounts are void and you must pay us the full rate of the Service Fees.

4.4 Continued Use. If you use the Service without our permission after the SO expires or terminates, you must stop immediately (even if we do not notify you). You must pay us a fee of 150% of the last applicable Service Fee rate for the duration of your unauthorised use.

5. Liability

5.1 Scope. This clause 5 applies to every contractual and non-contractual liability arising in connection with the agreement (including negligence). The parties agree to price and other terms relying on this essential clause 5 as the basis of their bargain.

5.2 Included. The agreement does not limit or exclude any liability: **(a) {law}** which cannot be excluded or limited by law (e.g., liability for fraud, death or personal injury caused by negligence); or **(b) {duties}** arising from your failure to comply with clauses 2, 3, 4 and 5.5.

5.3 Excluded. Subject to clause 5.2, neither party is liable for: **(a) {types}** any direct or indirect loss of use, revenues, profits, business, or goodwill; **(b) {indirect}** any indirect, consequential, punitive damage, or similar loss; or **(c) {warranty}** any loss related to a warranty implied by law. All implied warranties are disclaimed to the fullest extent permitted by law, including any warranties of fitness for purpose.

5.4 Cap. Subject to clauses 5.2 and 5.3, your sole and exclusive remedy against us, whether based on the agreement or on other grounds, (and our total liability to you) for: **(a) {service}** any losses arising in connection with the Service is limited to Service Credits and your termination rights under these GC; and **(b) {rest}** for all other losses, is limited to 120% of the Service Fees you paid in the 12-month period immediately before the event giving rise to your claim.

5.5 Certain Liabilities. You must pay our Group and Associates for liability and costs (including legal fees) incurred in connection with any third-party claims related to your use of, or our provision of, the Service. We must pay your Group and Associates for liability and costs (including legal fees) incurred in connection with property damage we cause to your site by our negligence.

6. General

6.1 Force Majeure. A party is not liable for its failure or delay in performing its obligations if this is due to an event beyond its reasonable control (e.g., natural events, Authority action, war, national emergency, embargoes, interference, satellite malfunction, launch failure or delay). We will pay Service Credits for the duration of such event unless it arose due to your default or it was reasonably foreseeable. A party may terminate the SO by notice during the event, if it has lasted or is reasonably expected to last for 90 days or more.

6.2 Confidentiality. A party must keep confidential, for 3 years after its disclosure, all information it receives from the other party which it or a reasonable person would consider confidential. A party may share this information with its Group and their advisors, with an Authority, or under the rules of a recognised stock exchange, if needed. Group members must keep such information confidential. A party must notify the other party immediately if the other party's information is lost or disclosed due to an unauthorised access to the party's systems. The party shall take reasonable measures to prevent future occurrences.

6.3 Notices. All notices must be in writing, in English and sent by hand, email or courier to the other's address in the SO or any updated address provided by notice under this clause. A notice is treated as received upon its successful hand-delivery or email transmission, or after a party signs a courier receipt for it.

6.4 Entire Agreement/Changes. The SO, GC, and MSA are the entire agreement between the parties and supersede all prior agreements. Each party confirms that it has not been induced to enter the agreement by a representation other than those set in the agreement. The parties can only change the agreement by a written document signed by both parties, except for the SES Access Document which we may change at any time; you must regularly check for updates of the same.

6.5 Various. (a) **{waiver}** A waiver of any right or remedy must be in writing and does not waive any later right or remedy. If a party delays or fails to exercise a right or remedy, or if we accept payment, this does not waive or restrict that or any other right or remedy. (b) **{severable}** Any void provision is severed, and the rest of the agreement will remain valid but modified to the minimum extent necessary to make it valid and to achieve the parties' intent. (c) **{relationship}** A party cannot enforce the agreement against a third party (nor can a third party enforce the agreement against a party). A party does not have the right to act on the other party's behalf. (d) **{assign}** You can assign your rights and obligations under the agreement with our written consent. We can assign or novate our rights and obligations under the agreement to any entity who can provide the Service. (e) **{survival}** Clauses which by their nature are intended to survive the end of the agreement will survive, including clauses 5 and 6 and all obligations to pay. (f) **{counterparts}** Each part of this agreement may be signed electronically and in counterparts. All such counterparts will together constitute one and the same agreement.

6.6 Governing Law. The agreement is governed by, interpreted, and enforced according to the laws of the Netherlands. Any contractual or non-contractual dispute regarding it or its formation will be finally resolved by arbitration in English under the Netherlands Arbitration Institute (NAI) rules by one arbitrator appointed under those rules. The place of arbitration will be the Hague.

7. Dictionary

7.1 Interpretation. The agreement is interpreted as follows:

- (a) words after the terms "including", "e.g." or any similar expression are illustrative and do not limit the generality of the subject;
- (b) ambiguities in the agreement are not resolved against us; and
- (c) headings are not to be used in interpreting the agreement.

7.2 Definitions. The definitions below apply to the agreement.

agreement: your agreement with us, being the SO, GC, and the MSA.

Applicable Laws: laws, decrees, executive orders, rules, regulations, policies, licenses, judicial decisions, and authorisations, applicable to a party's activities under the agreement.

Associates: directors, shareholders, officers, employees, agents, and contractors of a party or its Group.

Authority: a governmental, intergovernmental, judicial or similar entity.

Availability: the percentage of time in a month, when there is normal service (i.e. no Service Event) for any Service Level (e.g., bandwidth, CIR, latency, power, or other).

CIR: the committed information rate (bps) for data transmitted between the Demarcation Points (including framing, encapsulation, and overhead data rates). This is sampled on request for more than 5 consecutive minutes with sufficient traffic load experienced or simulated during that period or longer.

day: a calendar day; and **days:** consecutive days.

Demarcation Points: the physical end-points stated in the SO which defines the extent of our responsibility for the Service, which excludes any of your equipment we host within these points.

Earth Station: the teleport and satellite terminals having a frequency link to the Satellite.

End User: any entity that uses the Service whether or not you allow them to (e.g., you or a third-party Earth Station).

GC or General Conditions: this document.

GEO: Geostationary Earth Orbit.

Group: an entity controlling, controlled by, or controlled in common with you or us, as applicable, including the parties to the SO.

MEO: Medium Earth Orbit.

MSA: the contract titled **Master Services Agreement** (if applicable).

Orbital Location: the Satellite's orbital location.

our Network: the network we control within the Demarcation Points for the Service including the Satellite, ground facilities, software, and data.

Satellite: our satellite(s) used for the Service (e.g., single, constellation, or replacement).

Security: the security for your obligations in the SO.

Service: the service we sell to you in the SO, which may be a **Capacity**, **Value-Added**, or **Managed Service** or other service as set out in the SO, or a substitute service under clause 2.3.

Service Credit: a credit against your Service Fee obligations equal to the Service Fee due for the affected part of the Service during a Service Event. The total Service Credits payable in a month cannot exceed the Service Fee for that month.

Service Event: the period when a Service Level has not been met and you cannot use the Service for its intended communications purpose, measured in 5-minute intervals starting when a party notifies the other of the Service Event using our designated procedure and ending when the Service Event has stopped, in each case as confirmed by us. This **excludes** any Service outage arising from: (a) our maintenance activities (we will give you at least 24 hours' notice of such activities); (b) an event outside the Demarcation Points; (c) an event where Service Credits have been provided under a different Service Level; (d) your or your End User's default, breach of the agreement or the relevant IP supplier's terms or testing of the Service; (e) a reasonably foreseeable event (e.g., sun outages or astronomical disturbances); (f) denial-of-services attacks, jamming or external factors targeting your Network or third parties; and (g) a suspension under clause 4.1.

Service Fees: the fees in the SO.

Service Level: the commitment so titled in the SO.

Service Term: the period in the SO when we provide the Service.

SES Access Document: the document titled as such at www.ses.com/technical, as applicable to the Service.

SO or Service Order: has the meaning in clause 1.

Tax: any taxes, duties, withholding, fees and other charges imposed by an Authority relating to the Service (e.g., value-added, goods and services and withholding taxes, regulatory fees (such as for market access), fees payable by our Group for universal service or similar programs), excluding income and capital taxes.

we, us, or SES: the entity in the SO selling the Service.

you or Customer: the entity in the SO buying the Service.

your Network: the network you control outside the Demarcation Points to use the Service (e.g., hardware, software, data configuration, data, facilities, Earth Station).