



ONEWEB SERVICE SCHEDULE
Exhibit 1

1. APPLICABILITY

- a. This Service Schedule is applicable to the OneWeb Services as specified in the relevant Customer Order Form signed between the Customer and Liquid Intelligent Technologies ("Liquid"). Liquid has been appointed a Distribution Partner of OneWeb Services and all references to Distribution Partner in this Service Schedule and Exhibits hereto shall be taken as references to Liquid.
- b. During the term of the Agreement, Liquid may - at any time and in its sole discretion, but excluding with respect to any current Orders (unless required by Law) - change, update and/or modify any of the foregoing Exhibits (each, an **"Updated Exhibit"**) by providing the Customer a copy of any such Updated Exhibit in whole or in part with at least thirty (30) days' notice, which such Updated Exhibit shall immediately replace any current such Exhibit upon expiration of the thirty (30) days.
- c. Notwithstanding the foregoing, Liquid's notice period shall be extended to at least ninety (90) days' notice for any change to Exhibit 1 that modifies, withdraws and/or retires the Customer's authorized OneWeb Services provided for therein.

2. DEFINITIONS

- a. Except as otherwise specified in the Agreement, capitalized terms used in this Service Schedule shall have the meanings set forth in this Section 2.
 - 2.a.1. **"Acceptable Use Policy"** or (**"AUP"**) has the meaning given to it in Exhibit 2.
 - 2.a.2. **"Agreement"** the Master Services Agreement (MSA) entered into between Liquid and the Customer, (whether a Sub-distributor for resale, or to the End Customer/ End User.)
 - 2.a.3. **"Auto-Renewal Term"** means the applicable auto-renewal term for each Specific Service Plan in an Accepted Order which shall default to the Minimum Service Duration unless otherwise provided for in an applicable rate-card for a given Specific Service Plan – that will apply after expiration of such Specific Service Plan's then current Minimum Service Duration or auto-renewal term, unless either Party provides notice to the other Party no less than ninety (90) days prior to the end of such applicable term of its intent not to renew such Specific Service Plan in an Accepted Order.
 - 2.a.4. **"Committed Information Rate"** or (**"CIR"**) means the rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the Landing PoP.
 - 2.a.5. **"Early Termination Fee"** shall have the meaning set out in Exhibit 1 and the MSA.
 - 2.a.6. **"Emergency Maintenance"** means unscheduled downtime of the OneWeb Services and/or the OneWeb Network (or any portion thereof) outside of Planned Maintenance due to urgent and/or emergency maintenance. OneWeb may carry out Emergency Maintenance without notice to Liquid, its Sub-distributors and its end-customers.
 - 2.a.7. **"End Customer"/ "End User"** means any end user customer which has entered into a Service Contract.
 - 2.a.8. **"Maximum Information Rate"** or (**"MIR"**) means the peak rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the Landing PoP.
 - 2.a.9. **"OneWeb Approved Equipment"** means the OneWeb approved Type Certified antenna terminals as further outlined in this Service Schedule by OneWeb for use by Sub-Distributors and/or End Customer for purposes of transmitting and/or receiving mobility or fixed service-related data communications into and out of the OneWeb Network or such other equipment as may be identified by OneWeb in its sole discretion upon notice to Distribution Partner.
 - 2.a.10. **"OneWeb Marks"** means OneWeb's trademarks, tradenames, service marks and/or logos.
 - 2.a.11. **"OneWeb Network"** means OneWeb's data transmission service, which is owned and operated by OneWeb, excluding the OneWeb Approved Equipment.
 - 2.a.12. **"OneWeb Services"** means OneWeb's satellite communication data services, provided to the Distribution Partner as set out and described in Exhibit 1, and subject to those SLAs contained therein; and a single such OneWeb Service means the service provided under a single Specific Service Plan.
 - 2.a.13. **"Overage Charge"** means the charge incurred under a Volume Service Plan for any data used over the specified Volume Allowance.
 - 2.a.14. **"Planned Maintenance"** means preventative maintenance, planned outages and/or expansion of the OneWeb Services or the OneWeb Network (or any portion thereof) as may be necessary to maintain the OneWeb



Services and/or the OneWeb Network in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of the OneWeb Services and/or the OneWeb Network. OneWeb will endeavour to give the customer at least ten (7) calendar days' prior notice before carrying out any Planned Maintenance and Liquid will notify Sub-distributor and end users as soon as possible after receipt of OneWeb notification.

- 2.a.15. **"PoP(s)"** means any point-of-presence.
- 2.a.16. **"Reference OneWeb Approved Equipment"** means the OneWeb Approved Equipment owned and managed by OneWeb for the purpose of monitoring and management.
- 2.a.17. **"Sanctions"** means any Laws relating to economic, financial, or trade sanctions implemented or enforced by: (a) the U.S. Government including the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; (b) the United Kingdom including the Office of Financial Sanctions Implementation of Her Majesty's Treasury; and/or (c) any other relevant governmental authority that implements or enforces economic, financial, or trade sanctions.
- 2.a.18. **"Service Contract(s)"** means either a contract between (a) Liquid (or its Sub-Distributor) and each of its End Customers for the provision of the OneWeb Services (indirectly or directly) to each such End Customer; or (b) Liquid and one of its Sub-Distributors to permit such Sub-Distributor to distribute the OneWeb Services).
- 2.a.19. **"Service Level(s)" ("Service SLA(s)" or "SLA(s)")** means those required minimum service levels for the OneWeb Services and/or Network Performance Metrics defined and provided for in this Exhibit 1.
- 2.a.20. **"Service Plan"** means a service plan for a OneWeb Service, including applicable Service Charges, allowances, SLAs and other terms as outlined in this Exhibit 1, Section 6.
- 2.a.21. **"Specific Site"** means the specific land-based site, aircraft or vessel, where either a single instance or multiple instances of the OneWeb Approved Equipment are located.
- 2.a.22. **"Unlimited Service Plan"** means a Service Plan with access to unlimited data (i.e., no Volume Allowance).
- 2.a.23. **"Volume Allowance"** means the monthly amount of all IP packets (header and payload) in GB to and from the OneWeb Approved Equipment as measured at the Landing PoP provided for in Exhibit 1 that is included in the MRC and that is pro-rated for a part month where applicable.
- 2.a.24. **"Volume Service Plan"** means a Service Plan with a Volume Allowance.
- 2.a.25. **"Specific Service Plan"** means (a) a single instance of a Service Plan as applied to a single instance of the OneWeb Approved Equipment.
- 2.a.26. **"Specific Service Plan MRC"** means the MRC applicable to a Specific Service Plan.
- 2.a.27. **"System Data"** means (a) all End Customer network data, details, statistics, metrics, measurements and other information collected and generated by the OneWeb Services, the OneWeb Network, and/or the OneWeb Approved Equipment; and (b) any application of analytical or data processing techniques used to generate and analyze any of the foregoing (whether done by OneWeb, Distribution Partner or by any other third party).
- 2.a.28. **"Target Activation Date"** means for each Specific Service Plan the later of: (a) the date agreed in the Accepted Order for Activation of the OneWeb Service; (b) the postponed date up to a maximum of 30 days from such agreed date, as requested and notified by Distribution Partner to OneWeb up to 48 hours prior to such agreed date; or (c) the Commencement Date.
- 2.a.29. **"Target Commissioning Date"** means, for each Specific Service Plan, the later of (a) the date agreed in the Accepted Order for the OneWeb Service to be Commissioned; or (b) the Service Commencement Date.
- 2.a.30. **"Upgrade"** means moving to any Specific Service Plan with a higher value Specific Service Plan MRC than the current Specific Service Plan pursuant to the terms and conditions of this Service Schedule and as further described in this Exhibit 1, Section 5.

b. In the event of a conflict between this Service Schedule and the MSA, the provision of this Service Schedule shall prevail.

3. INTELLECTUAL PROPERTY

a. All Intellectual Property in relation to the OneWeb Intellectual Property shall be and remain vested in OneWeb and/or its licensors. Except for the express right to use the OneWeb Marks under this Service Schedule, nothing in this Service Schedule grants any (i) rights, title, or interest in and to any OneWeb Intellectual Property; (ii) any express or implied licenses relating to use of any OneWeb Intellectual Property; and/or (iii) rights to copy, modify, disassemble, decompile,



reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Services.

- b. End Customers hereby grant to OneWeb and OneWeb Affiliates an irrevocable, non-exclusive, perpetual, royalty-free (for no additional remuneration whatsoever) license to all System Data in anonymized manner in connection with the provision of the OneWeb Services, data analytics, future services and product enhancements and in connection with OneWeb’s and/or OneWeb Affiliates’ business requirements. For the avoidance of doubt, this license to System Data does not grant OneWeb or OneWeb Affiliates a right to any personally identifiable information or information identifying corporate customers save as necessary for the provision of OneWeb Services hereunder.

4. RATE OF EXCHANGE

- a. Liquid may vary Charges where Liquid incurs costs for any component or element of OneWebServices in a foreign currency, to reflect exchange rate fluctuations used to calculate the relevant Charges. These shall be calculated using the US Dollar spot exchange rate on the date of invoice of the relevant OneWebServices.
- b. Liquid shall be entitled to adjust the Monthly Recurring Costs in question if the variance, when the exchange rate referred to in 5.a above is compared against the exchange rate on the morning of the relevant invoice generation date, is greater than 5% (five percent).
- c. Where Liquid prices in US Dollars but the Customer pays in local currency, invoices shall be converted into local currency at the US Dollar spot rate applicable on the date of payment.

5. ORDERING PROCESS

- a. Any orders placed by Liquid on behalf the End User or the End Customer is subject to approval by OneWeb, which will have sole discretion to make a decision on whether it would accept or reject the Order Form (which may be dependent on the availability of capacity on the OneWeb Network and the availability of the OneWeb Approved Equipment required to deliver such offerings). Liquid will not be held liable for decision made by OneWeb and will be indemnified of any claims relating to this clause 5.
- b. Should the End User or End Customer purchase equipment and the Order has been rejected by OneWeb, Liquid will provide a credit note for equipment purchased by the End User or End Customer.
- c. A Specific Service Plan may be upgraded for the remainder of the then current Order Term.

6. OneWeb Services

- a. Service Plans

Liquid’s Unlimited Service Plans and Individual Volume Service Plans.

Volume Service Plan					Individual Volume or Unlimited Service Plans	
Service Plan	Speed – Mbps (FWD/RTN)		AF CIR (within total CIR)	EF CIR (within total CIR)	Volume Allowance (GB)	Overage Charge (\$)
	MIR	Total CIR				
Broadband	100/20	n/a	n/a	n/a	Yes	Yes
Enterprise	10/2 – 150/30	2.5/0.5-40/8	yes	yes	Unlimited	n/a
Dedicated	50/10-100/20	50/10-100/20	yes	yes	Unlimited	n/a
Terms Per Specific Service Plan						
Minimum Service Duration					12 months	
Auto-Renewal Term					12 months or 1 month – (30% increase to MRC) for less than 12 month renewal	



Early Termination Fees	<i>Months, or parts thereof, remaining on Minimum Service Duration</i>
------------------------	--

Volume Service Plan Specific Provisions.

- a. Overages and Additional Data Increment Purchases. If the maximum allowed Volume Allowance on any Volume Service Plan is reached before the end of the applicable billing cycle, OneWeb provides the following option to ensure continuation of the applicable OneWeb Services:
 - i. Automatic Agreed To Addition: Data increments are automatically added to the Volume Service Plan when the maximum allowed Volume Allowance has been reached at the size and cost of such data increments provided for in an applicable rate-card for a given Volume Service Plan in Section 6.1. In the foregoing scenario, all Service Levels for the applicable Volume Service Plan cease to apply once the Volume Allowance has been exceeded.
 - For example, assuming a Land Fixed Single Service Plan of "Broadband 100/20/100B" is selected with a Volume Allowance of 100GB and an Overage Charge of \$30/10GB. If the data usage during the month is 104.1GB, the Overage Charge will be calculated as though the usage during the month was 110GB since the overage increment for such plan is 10GB, which results in an Overage Charge of \$30.
- b. Measurement under Volume Service Plans. The following applies for all Volume Service Plans:
 - i. Monthly data usage resets to zero at the end of a billing cycle;
 - ii. Any unused data from the maximum allowed Volume Allowance do not carry over to the next billing cycle; and
 - iii. The minimum data measurement increment is always rounded up to the nearest GB.

Classes of service

- a. Traffic Prioritization. The OneWeb Network shall support the following three (3) classes of traffic prioritization, which can be combined in Service Plans as indicated in the table below:
 - i. Expedited Forwarding ("**EF**"): dedicated bearer with highest priority delivery;
 - ii. Assured Forwarding ("**AF**"): dedicated bearer with high priority delivery; and
 - iii. Standard Forwarding ("**SF**"): default bearer with default forwarding class (which is the lowest traffic prioritization level).

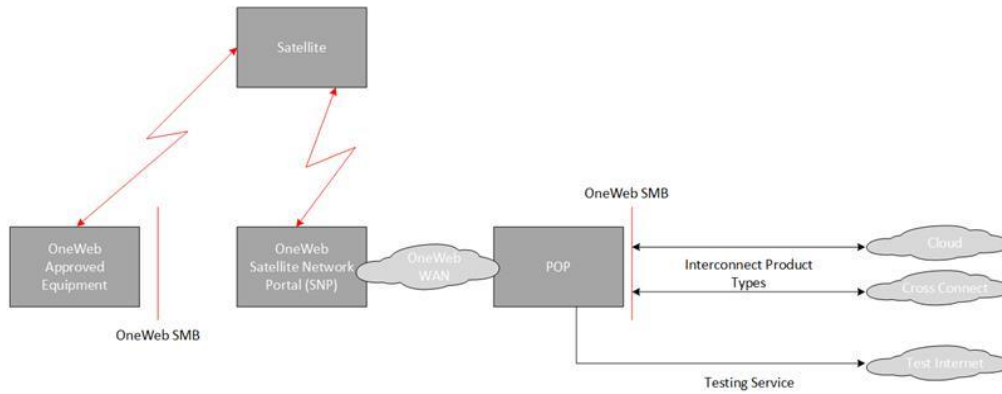
Where the Service Plans provide multiple levels of priority, these are defined as additional Classes of Service ("**CoS**"). End Customers shall be responsible for marking traffic with the right CoS in both the forward and the reverse path. OneWeb shall preserve these CoS markings between the OneWeb Approved Equipment (Customer Edge handover point) and the Home PoP (Provider Edge handover point).

Service Plans support traffic prioritization in the following combinations:

SF	AF	EF	Details
Yes	No	No	provides an End Customer with a single SF quality of service with no/equal traffic prioritization.
Yes	No	Yes	provides the following two (2) levels of priority: (a) high priority connectivity of EF for e.g., Voice Over IP (VOIP) services; and (b) SF connectivity for all other data traffic.
Yes	Yes	Yes	enables End Customers to connect remote business sites easily and cost effectively where multiple business critical applications and services require specific support; and (b) ensures committed quality of service with two (2) levels of priority traffic (AF, EF) in addition to SF connectivity for all other data traffic.

Service Management Boundary

As illustrated in the below figure, OneWeb's demarcation service management boundary (SMB) for OneWeb's role and responsibility as it relates to the OneWeb Services is the OneWeb facing interfaces on the OneWeb Approved Equipment and Liquid PoP.



a. Network Performance Metrics. OneWeb provides the following OneWeb Network metrics (collectively, the "**Network Performance Metrics**"):

- i. Link Availability: OneWeb shall maintain a minimum monthly average Link Availability of at least 99.5%. Link Availability is the percentage of time that a full or half duplex communication link (packets going back and forth) between input to the Reference OneWeb Approved Equipment and the Landing PoP is up, which is a product of the system availability and location specific effects.
- ii. Latency: OneWeb shall maintain a Target Average Network Latency of ≤ 70 milliseconds one-way for the global average of all transmissions as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the Landing PoP hand-off point during the measured month. The Forward Link ("**FL**") one-way latency is measured as the delay between the Landing PoP and the Reference OneWeb Approved Equipment. The Return Link ("**RL**") one-way latency is measured as the delay between the Reference OneWeb Approved Equipment and the SMB. The End-to-End latency for a given Reference OneWeb Approved Equipment is defined as the sum of the FL one-way latency and the RL one-way latency as defined above.
- iii. Packet Error Loss Rate: OneWeb shall maintain a Target Packet/Delivery Loss of successful packet delivery of $\geq 99\%$ as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the Landing PoP during the measured month. The Packet Error Loss Rate ("**PELR**") definition shall be based on the definitions in IETF RFC 7680 (or similar). Specifically, it shall measure IP packet loss between the Reference OneWeb Approved Equipment and the Landing PoP. It shall be measured independently for both the FL and the RL. The PELR metric shall be based on standardized UDP and TCP traffic profiles. The measurement protocol shall follow the applicable definitions/recommendations found in IETF RFC 4656 and IETF RFC 5357 (or similar).



Exhibit 2
Required Flow-down Provisions in all Service Contracts

This Exhibit 2 contains the specific OneWeb flow-down provisions required in all Service Contracts

End Customer Service Contracts. The OneWeb Services are provided subject to the following OneWeb flow-down terms which shall be incorporated into the End Customer Service Contract by reference:

- (1) Service Description. Subject to the terms and conditions of this Service Contract, Distribution Partner shall provide End Customer with the OneWeb Services.
- (i) OneWeb Approved Equipment. The OneWeb Approved Equipment shall be used solely with respect to the OneWeb Services and the site address of the OneWeb Approved Equipment may not be changed without OneWeb's consent.
- (ii) End Customer Support. Distribution Partner shall provide twenty-four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.
- (2) End Customer Obligations. End Customer shall provide Distribution Partner with (i) all required provisioning information to enable OneWeb to fulfill End Customer's order for the OneWeb Services; (ii) all other necessary information for OneWeb to resolve any other issues with End Customer (including End Customer's use of the OneWeb Services); and (iii) immediate notice of any suspected security breach of any End Customer system connected to (or providing access to) the OneWeb Services, the OneWeb Network, and/or the OneWeb Approved Equipment.
- (3) License Grant and Restrictions.
- (i) License Grant. End Customer hereby grants to Distribution Partner, OneWeb and their respective Affiliates an irrevocable, non-exclusive, perpetual, royalty-free (for no additional remuneration whatsoever) license to all System Data in connection with the provision of the OneWeb Services, data analytics, future services and product enhancements and in connection with Distribution Partner's, OneWeb's and/or each of their respective Affiliates' business requirements. For the avoidance of doubt, this license to System Data does not grant OneWeb, Distribution Partner or any of their respective Affiliates a right to any personally identifiable information.
- (ii) Restrictions. End Customer shall not (A) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Services; (B) create or attempt to create a substitute/competitive product or service using the OneWeb Services under any circumstances; and/or (C) permit either direct or indirect use of the OneWeb Services by any third party (except as expressly set forth in this Service Contract).
- (iii) OneWeb Intellectual Property Rights. All Intellectual Property rights of OneWeb are deemed Confidential Information of OneWeb.
- (4) Representations and Warranties.
- (i) General. End Customer represents, warrants and covenants that (A) use of the OneWeb Services is for its own internal use and not for resale (or to be bundled) by End Customer; (B) it has obtained any necessary consents and permissions for all provisioning information (however submitted) of End Customer and such provisioning information is accurate, reliable and complete, and that End Customer will update such provisioning information as needed on a timely basis; and (C) it shall not engage in any practices that may harm or be detrimental to OneWeb, the OneWeb Marks, OneWeb's brand and/or the public image, reputation or goodwill of OneWeb.
- (ii) Compliance with Law. End Customer represents, warrants and covenants to comply with all Law (including Anti-Corruption Law, Sanctions and all applicable export control Law) in connection with its performance under this Service Contract, including (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for End Customer's performance under this Service Contract; (B) furnishing to Distribution Partner all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or (C) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment.
- (iii) Sanctions. End Customer represents, warrants and covenants to not deliver, transfer, export, re-export or allow the use any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to or by any individual or entity that is: (A) designated or identified on any list of persons that are the subject or target of Sanctions, including the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the



Consolidated List of Financial Sanctions Targets in the UK; (B) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Donetsk, and Luhansk regions of Ukraine; (C) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (D) otherwise the subject or target of Sanctions.

(5) Termination and Suspension.

- i. In the event that Distribution Partner Agreement between OneWeb and Distribution Partner under which the applicable OneWeb Services are resold to End Customer is terminated for any reason, then this Service Contract shall immediately terminate unless otherwise agreed to in writing by OneWeb.
- ii. Notwithstanding anything in this Service Contract to the contrary and in addition to Distribution Partner's rights set forth in this Service Contract or under applicable Law, Distribution Partner may – at its option but subject to the direction of OneWeb – either immediately terminate this Service Contract or suspend the provision of the OneWeb Services under this Service Contract upon notice to End Customer in the event that Distribution Partner and/or OneWeb determines, each in their sole discretion, that (A) End Customer has breached Part II(b)(3) (License Grant and Restrictions) and/or (II)(b)(4) (Representations and Warranties); (B) End Customer does not have the necessary OneWeb Approved Equipment; (C) End Customer fails to pay fees when due under this Service Contract; and/or (D) End Customer has failed to comply with any provision of Part II(b)(8) (Acceptable Use Policy) herein.
- iii. In cases of chronic, extreme or an ongoing violation of the AUP, as determined by OneWeb's sole discretion without notice, the OneWeb Approved Equipment and/or End Customer's use of the OneWeb Services and the OneWeb Network may be suspended by OneWeb, temporarily or permanently, and the OneWeb Services may be terminated by OneWeb if Distribution Partner fails to cause the OneWeb Approved Equipment and/or End Customer to cure the violating conditions within five (5) days following a subsequent notification from OneWeb to Distribution Partner of the same.

(6) No Right of Indemnification Against OneWeb. End Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from OneWeb.

(7) Conditions and Limitations and Disclaimer of Warranties.

- (i) End Customer acknowledges and agrees that OneWeb and/or Distribution Partner may (A) share with each other any and all relevant information,

including Confidential Information of End Customer relating to this Service Contract and/or the OneWeb Services provided herein; and (B) request End Customer to take reasonable action against its end users or vendors directly to prevent a breach of this Service Contract.

- (ii) Notwithstanding anything contained in this Service Contract to the contrary, Distribution Partner, OneWeb and each of their respective Affiliates shall not be liable to End Customer, nor shall End Customer make any claim against any of the foregoing parties, for (A) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services and/or the OneWeb Network; and/or (B) any acts or omissions of Distribution Partner, OneWeb and each of their respective Affiliates made in response to (y) a violation or



- (iii) suspected violation of the AUP; or (z) an emergency response or in compliance with a government order (including interruption, deactivation, or diversion of the OneWeb Services).
- (iv) The OneWeb Services and the OneWeb Network is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law in respect of all of the foregoing and also the OneWeb Approved Equipment, Distribution Partner and OneWeb disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by Law, including any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Distribution Partner and OneWeb do not warrant that use of any or all of the OneWeb Services, the OneWeb Network and/or the OneWeb Approved Equipment will meet End Customer's requirements, be uninterrupted or error free.
- (8) Acceptable Use Policy. OneWeb's acceptable use policy for the OneWeb Services, the OneWeb Network and the OneWeb Approved Equipment is attached hereto as Attachment 1 to Part II of this Exhibit 2 (collectively, the "**Acceptable Use Policy**" or the "**AUP**").
- (9) Audit. End Customer shall retain all books and records with respect to its compliance with this Service Contract during its term and for six (6) years thereafter. Distribution Partner shall have the right, at its expense, and upon reasonable notice to audit End Customer's compliance with the Service Contract and/or the OneWeb Services at any time during the term of this Service Contract and, in the event of relevant legal proceedings or a reasonable prospect of relevant legal proceedings, after expiration of the term of this Service Contract.
- (10) Publicity. End Customer shall not issue or cause the publication of any press release or other public announcement with respect to OneWeb or the transactions contemplated hereby without the prior written consent of OneWeb and Distribution Partner.



**ATTACHMENT 1 TO EXHIBIT 2
ACCEPTABLE USE POLICY (AUP)**

(i) **Fair Access Policy.** To ensure that all of OneWeb's partners, customers and End Customers have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb has implemented a Fair Access Policy, which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. OneWeb has the right to (A) measure and monitor the OneWeb Network for upload and download activity; (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Services or the OneWeb Network; and (C) use other traffic management, shaping and prioritization at its discretion. OneWeb may reduce data speeds at any time if any of the OneWeb Approved Equipment data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Equipment. If any End Customer or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Services or the OneWeb Network, OneWeb is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or End Customer can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or End Customer transfer rate will last until the end of the then-current data allowance period for the OneWeb Services. If the OneWeb Approved Equipment and/or End Customer again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb may further temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb's sub-distributors and each of OneWeb's (and its sub-distributor's) end users simultaneously using the OneWeb Network at any point in time. Excessive use includes the continuous use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media beyond what could be considered normal for the site and the Specific Service Plan. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End Customer as described above will reduce the speed at which such OneWeb Approved Equipment and/or End Customer can upload and download data but will not altogether prevent the use of the OneWeb Services and the OneWeb Network by such OneWeb Approved Equipment and/or End Customer.

(ii) **Content and Security.** End Customer acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network is done so at End Customer's sole risk and End Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)-(3), End Customer shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network, the OneWeb Approved Equipment and OneWeb Services, including the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services, the OneWeb Approved Equipment or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of Law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.

(iii) **Prohibited Activities.** As determined by OneWeb (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, End Customer shall not undertake, or attempt to undertake any use of the OneWeb Network, the OneWeb Approved Equipment and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Network and/or this Service Contract; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including the following:

- (1) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited email (commercial or otherwise);
- (2) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;
- (3) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
- (4) unauthorized monitoring of data or traffic on any network system;
- (5) transmitting viruses and/or interfering or disrupting service to any other user, host or network;



- (6) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting;
- (7) relaying mail via another site's mail server without express permission of that site;
- (8) impersonating any person or entity, including any OneWeb employee or representative;
- (9) disclosing passwords or other means for accessing the OneWeb Services, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;
- (10) using the OneWeb Services, the OneWeb Approved Equipment or the OneWeb Network in any jurisdiction where they are not licensed or authorized;
- (11) avoiding fees or charges for the OneWeb Services;
- (12) using any VoIP service for forwarding US toll-free numbers internationally; and/or
- (13) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.

For and on behalf of: **Liquid Telecommunications South Africa (Proprietary) Limited trading as Liquid Intelligent Technologies**

(duly authorised)

Name: _____

Date: _____

Designation: _____

Place: _____

For and on behalf of the **End User/ End Customer**

(duly authorised)

Name of signatory: _____

Date: _____

Designation: _____

Place: _____

Full name of Company: _____

Registration number: _____