

# GENERAL SUBSCRIPTION TERMS & CONDITIONS

## Definitions

E-SAT: Company for the Commercialisation of Services.  
SUBSCRIBER: The Holder of a satellite communications terminal or of one or several SIM cards representing or materialising his subscription(s).  
SIM: ISO-size (SIM) or reduced size microprocessor card, to be introduced into the terminal and which allows the network to identify the subscriber.  
OPERATOR: Satellite network operator and supplier of the Service.  
SERVICE: Right to use the OPERATOR's network.

## Article 1. Taking out a subscription

1.1. Taking out a subscription is performed directly with E-SAT or with one of its approved distributors, producers, retailers or approved outlets.

1.2. The subscriber must prove his identity and address by producing the following documents as well as any further additional documents mentioned in the special terms and conditions:

- for a private individual, a valid official form of identity, and proof of residence.
- for a public corporation, an official document certifying the capacity of the signatory and the extent of his powers, as well as an expense commitment;
- concerning a private corporation, the co-contractor must provide the following documents and information:

- trade registry extract (K bis extract) less than 3 months old plus a cancelled cheque
- a document certifying the capacity of the agreement signatory to commit the corporation that he is representing.

- a photocopy of the presented document(s) is annexed to the subscription agreement(s). The subscriber chooses the options that he desires and which will be stipulated in the special terms and conditions of the agreement.

1.3. When several subscriptions are taken out by the subscriber on the same document, each one of them constitutes a separate agreement subject to the present general terms and conditions. Likewise, the present general terms and conditions remain valid even in the case of annulment of one of the present clauses.

1.4. E-SAT reserves the right to not register a subscription request coming from an individual or corporation who does not accept to conform to the general or special terms and conditions set forth.

### 1.5. « POSTPAID » Mode

E-SAT reserves the right to ask to the subscriber for a permanent deposit at the end of the contract conclusion or at any time within the subscription period. The deposited amount does not bear interest. It will be returned to the subscriber 3 months later after the end of the present contract, whatever is the reason, except for the case when the subscriber remains indebted an amount to E-SAT by that date.

1.6. The subscriber acknowledges E-SAT's right to invoice any additional service according to the current rate methods.

1.7. Subscription rates are likely to vary according to the development of the economic circumstances and services offered. The prices are stated on the rate chart. The subscriber will be informed of all rate increases before they are applied.

1.8. When the subscriber has chosen one or several options, the contractual measures concerning these options follow the effects of the main agreement, in particular regarding the length of the said main subscription agreement.

1.9. The subscriber cannot ask E-SAT to change the conditions of his subscription by asking to benefit from a product or service that is different from the one which he initially took out (migration), not before a period of one month starting from the said initial taking out, subject to different stipulations stated in the special terms and conditions.

1.10. The subscriber acknowledges having received from E-SAT, on the day of taking out, a copy of general terms and conditions of E-SAT service offer.

### 1.11. « PREPAID » Mode

E-SAT reserves the right to ask for an advance payment on consumption. The amount is non-reimbursable. The validity duration of an advance payment on consumption is one year (12 months from the date of invoice). The consumption will be deducted from this deposit. The amount of this deposit can be different, depending on the subscriber's consumption.

## Article 2. Effective date of subscription agreement / Telephone number

2.1. The subscription agreement takes effect and is reputed to be concluded when an agreement number is issued by E-SAT, thus leading to the subscriber being invoiced.

2.2. If the subscriber's number should have to be modified, E-SAT reserves the right to change the telephone number after having informed the subscriber, the latter cannot be opposed to this.

2.3. Relations between the parties are governed by these general and special subscription terms and conditions, the general terms and conditions of the operator are stated in annex 1 as well as current French legislation concerning matters of Telecommunications.

2.4. The subscription agreement and the telephone number are not transferable, except for prior agreement between the parties.

## Article 3. Length of the subscription agreement

The subscription agreement is concluded for a period of twelve months, except for longer period specified in Special Terms & Conditions, renewed by tacit agreement renewal on each birth date.

## Article 4. Obligations of E-SAT towards the subscribers

4.1. The subscriber authorizes E-SAT to use his name or his events to communicate toward its public. If the subscriber is opposed to this, the subscriber has to contact the E-SAT customer service.

4.2. The services set up by E-SAT and which may be invoiced to the subscribers, are defined in the rate chart given to the subscriber during the taking out and remaining at the disposal of the latter.

4.3. E-SAT contracts to engage maximum effort concerning the provision to subscribers of usage rights for the OPERATOR's network. However, E-SAT exercises no power of control over the OPERATOR. Because of this, E-SAT cannot be held responsible for any interruption in the service, no matter how long the interruption lasts and for whatever reason/nature.

## Article 5. Obligations of the subscriber

5.1. The subscriber is responsible for paying all of the amounts that are invoiced with respect to the present subscription agreement as well as those concerning accessory agreement(s) that may have been taken out. He contracts to respect the payment methods defined in the special terms and conditions. The subscriber has to inform E-SAT within 48 hours of any change concerning the contract or the equipment, and especially the sale, the destruction and the theft. The invoice of communication will end after maximum 48 hours (opening days) after the reception by E-SAT of the notification by letter from the subscriber of any change on the contract. If the subscriber does not inform E-SAT of those changes, he stays responsible for the contract and for any invoices of communication. In any cases, the subscriber remains responsible for all monthly fees until the end of the contract.

5.2. The subscriber must inform E-SAT immediately of any change in domicile within a period of one week.

5.3. The subscriber cannot in any case avail himself of the usage of his terminal or card by a third party as a motive to refuse total or partial payment of invoices issued to him by E-SAT unless he has formally had his equipment blocked under the conditions provided for in article 10.

5.4. The subscriber contracts to return any defective cards to E-SAT, at his expense.

## Article 6. Invoicing

6.1. The rates and the way they are applied are the object of documents issued by E-SAT for its subscribers. Invoices are issued by E-SAT on a monthly basis. However, E-SAT reserves the possibility to vary this billing period after having informed the subscriber. The issuing and sending of invoices can be subject to additional invoicing at the subscriber's expense according to the type of subscription chosen by the latter. E-SAT reserves, in addition, the possibility to require a deposit from a subscriber whose consumption during one month becomes equal to or greater than double the average monthly consumption over the last three months.

6.2. Concerning the services of the OPERATOR's network, the invoice includes in particular: fees for activating the line, the subscription fees, paid in advance according to the periodicity scheduled in the rate - these fees can integrate a set of options, as well as possibly an all-inclusive consumption deal - the amount of communications, the cost for using the options chosen by the subscriber and the services defined in the current rate chart as well as; should the case require, miscellaneous fees mentioned in articles 7, 8 and 12 of the present General Terms and Conditions.

6.3. An invoice that has not been disputed by the subscriber within a period of thirty days starting from the day in which it was issued is considered to be definitively accepted by the subscriber in its principle and in its amount. A dispute raised by the subscriber concerning the invoice cannot in any case be a motive for not paying it; any reduction in a disputed invoice will give rise to the issuing of a credit that will be deducted from the next invoice.

6.4. E-SAT has a period of twenty-four months to invoice the communications carried out by the customer in conformity with the constraints set forth by the international operators.

6.5. For all contracts open under our Account Authority (especially for Inmarsat C and Fleet standards), all the foreign traffic will be invoiced at the Public Price of the operator used, plus our 20% mark-up.

6.6. For all post-paid contracts, a minimum of 7.00 Euros Ex. Tax. will be invoiced on each monthly invoice to cover administrative fees related to the invoice.

## Article 7. Methods of payment

7.1. The full amount of the sums that are due must be settled by the due date. Payment takes place in the form of payment that was retained in the special terms and conditions.

7.2. Invoices are payable at the invoice reception, except in special cases covered in article 6.4. of the present general terms and conditions. Beyond this period, fees for reminders, for formal notice, for recovery and more generally miscellaneous fees of any nature linked to the recovery of the sums due to E-SAT will be invoiced to the subscriber. In the case of automatic bank transfer, this will take place ten days after the date the invoice was issued, in conformity with current legislation, except for special cases covered in article 6.4. of the present general terms and conditions.

7.3. In case of late payment, the subscriber accepts to be invoiced by E-SAT, ipso jure, for an amount of interest on arrears whose rate is equal to one and a half times the legal interest rate.

7.4. According to the articles L. 441-3 and L. 441-6 of the commercial law of 12/03/12, it is imposed a fixed compensation of 40€, subduced of VAT, for each invoice paid after the due date, without any reminder. This compensation is added to the overdue penalties already legally imposed with an annual rate of 14% as of next day of deadline.

7.5. Payment can be the object of transfers from the subscriber's bank account, cheque, bank card or any other method of payment proposed by E-SAT. Remote payment by bank card will be charged of 5%. Except in case of special agreement, the invoicing currency is the euro, index-linked on the US dollars.

7.6. The parties could agree on a method of payment prior to the execution of the provision of service by E-SAT. In this case, the subscriber accepts that his line and subscription be suspended as soon as his outstanding amount (difference between the amounts paid and the amounts of the deducted services) becomes less than the threshold set forth in the rate chart. The subscriber thus accepts that E-SAT transfers from his bank account an amount provided for in the special terms and conditions or an amount such that his outstanding amount becomes equal to the amount provided for in the special terms and conditions.

## Article 8. Suspension / interruption of services

8.1. Each party reserves the right to break the agreement that binds them, under the conditions stipulated in article 12, if the other does not respect one of the obligations provided for in the present general and special terms and conditions. In the case where contractual fault is performed by the subscriber, E-SAT is thus authorised to suspend the subscription immediately. The subscriber is held to the obligations stipulated in article 5.1. of the present general and special terms and conditions. The reestablishment of the services taken out after suspension give rise to the invoicing of fees for restoring service, to which may be added the supply by the subscriber of a new guarantee as judged useful by E-SAT.

8.2. The E-SAT service may be interrupted in the cases of *force majeure* stipulated in article 11 of the present agreement or for any other reason coming from the operator, E-SAT cannot be held responsible.

## Article 9. Responsibility of E-SAT

9.1. E-SAT service may be disturbed and E-SAT cannot be held responsible. This is accepted by the subscriber when the subscription is taken out, in the following cases:

- in case of momentary defect in the system, degrading the quality of the service or in case the said service is interrupted, in particular in case of work concerning maintenance, reinforcing, extension of the satellite or terrestrial network installations.
- in case of hazards in the propagation of electromagnetic waves which may cause local disturbances, rendering access to the service(s) taken out or the transmission of radio electric signals difficult or even impossible.

9.2. Furthermore, E-SAT cannot be held responsible: in case of incorrect use by the subscriber and/or his correspondents of the E-SAT service or additional services; in case of incorrect operation of the mobile and/or its peripheral devices; in case of disturbances or interruptions in the supply or use of the means of telecommunication provided by the operator(s) of the networks to which the E-SAT installations are connected.

9.3. Any prejudice, whether direct or indirect, whether material or not, suffered within the framework of using the E-SAT service or from optional services failure, due to, for example, loss of clientele, of turnover and more generally any other type of loss or damage, whatever the nature may be, cannot give rise to compensation, in particular financial compensation from E-SAT as long as the latter has respected its obligations set forth in article 4.

9.4. E-SAT cannot be held responsible for the non function or dysfunction of the SIM card or of a device which would not have received approval corresponding to the OPERATOR's standard.

## Article 10. Theft - Loss

10.1. The holder of the card and/or of the station is responsible for the use and the retaining of it.

10.2. The subscriber must inform immediately E-SAT by any means, of the loss or theft of his SIM card or of the station, so that the line can be taken out of service. In case of loss or theft of the card, the holder must also declare this to the consular or police authorities, and the receipt for this declaration must be remitted to E-SAT. He confirms this by sending E-SAT a registered letter with proof of receipt within 48 hours of the theft. The subscriber is responsible for the use of his card and for the payment of all the communications made before it was taken out of service, and this without exception. His responsibility, after the line has been taken out of service, is released when E-SAT receives the registered letter. In case of dispute concerning the taking out of service, the latter will be considered as having taken place on the date the said letter was received by E-SAT. The present subscription agreement remains in effect and the subscription fees are invoiced. The line will be put back into service by the issuing by E-SAT of a new card, sent to the domicile of the subscriber via registered letter with proof of receipt. E-SAT cannot therefore be held responsible for consequences for the subscriber if the telephone number that was initially assigned to him is modified. E-SAT contracts however to do its best to maintain his telephone number(s), as long as there is not a problem with the operator.

10.3. E-SAT cannot be held responsible for the consequences an untimely opposition by telephone, telex, fax or telegram.

10.4. Since access to the service requires the introduction of a personalised code, the responsibility of the subscriber is totally engaged for all of the communications as such is stated on the invoice issued by E-SAT.

10.5. The restoration of services after the issuing by E-SAT of a new card due to a theft, loss or deterioration, will give rise to the invoicing of fees for putting the line back into service.

## Article 11. Force majeure

The OPERATOR's network can be interrupted in the case of *force majeure*. The cases of *force majeure* are those retained by French courts and in particular the modification or closing of the SERVICE, technical breakdown of the OPERATOR's installations, partial or total strike of the OPERATOR or of one of its subcontractors. In the case of *force majeure* (for which the length would exceed two months), the subscription agreement can be cancelled by the parties without that one or the other of them can claim an indemnity.

## Article 12. End of contract / Cancellation

12.1. The subscription agreement can be cancelled by one or the other of the parties, via registered letter with proof of receipt.

12.2. Each one of the parties can cancel the contract by respecting a period of notice of three months, taking into consideration that the said contract is for an unlimited length of time with a minimum period of twelve months except for a longer period provided for in the special terms and conditions.

12.3. The subscription agreement can be cancelled by E-SAT, at any time and without notice, without the subscriber being able to claim any type of indemnity, in the following cases: - false declaration of the subscriber concerning the subscription agreement,

- lack of the subscriber to fulfil one of his contractual obligations,
- E-SAT does not receive the original subscription agreement,
- the subscriber does not settle the amounts due to E-SAT, (after formal notice has not given results for eight days),
- bankruptcy if the judicial administration does not decide to continue the contract,

- winding up by decision of the court,

- death of the subscriber: the subscription contract is cancelled as soon as E-SAT becomes informed, except if the heirs desire to maintain it. Up until cancellation, they guarantee the sums due regarding the present subscription agreement,

- the service is closed by the OPERATOR,

- *force majeure* for more than two months as covered in article 11.

E-SAT then informs the subscriber that he must return the SIM card that was delivered to him. If this operation should require the intervention of a distributor, the cost of this will be at the expense of the person who is cancelling the contract. In case of cancellation due to one of the reasons stipulated above, the subscriber will have to return the SIM card at his expense and will have to support the payment of an indemnity whose amount is set at a value equal to three months of subscription, on top of the miscellaneous fees spent par E-SAT to recover its credit and cancel the contract. In case of cancellation due to one of the reasons stipulated above, the telephone number can be archived by E-SAT and in this way is taken out of service: the subscriber then cannot claim that the same number be re-established in the hypothesis where the parties would agree to continue their contractual relations.

12.4. In case of cancellation attributable to the contractual fault of E-SAT, the subscriber reserves la possibility to solicit from the latter an indemnity for his prejudice (fees spent because of the cancellation) as well as an indemnity equal to that defined in Article 12.3. which precedes.

12.5. In the case where the length of subscription effective at the cancellation date is less than eight months starting from when the SIM card corresponding to the main subscription was put into service, the subscriber will have to settle a sum that is equal to the difference between the amount of the subscription due concerning the length of the contract (provided for in the special terms and conditions and for a minimum of twelve months) and the amount of the subscription actually received by E-SAT on the date of cancellation.

12.6. Since the options were taken out for a period greater than or equal to six months except for special terms and conditions, the cancellation of the main subscription agreement will lead to cancellation of the options taken out, the subscriber - if the cancellation is attributable to him - will have to pay E-SAT a sum that is equal to the difference between the amounts due concerning the length of the contract (six months minimum) and the amounts actually received by E-SAT concerning the said options, on the date of cancellation.

12.7. E-SAT reserves the right to reassign the number of the subscriber, without the latter being able to object.

12.8. Within the framework of service continuity, E-SAT reserves the right to perform a transfer of the clientele of subscribers to any other Service Commercialisation Company or any Operator of its choice, having received approval from INMARSAT. The subscriber cannot then make use of this transfer as grounds to cancel his subscription.

12.9. Decommissioning fees will be charged at 150 € euros per SIM Card or per Terminal.

## Article 13. Attribution of jurisdiction

Between professionals, any dispute that could result from the present contract will be subject to Paris courts.

## Payments must be delivered to E-SAT:

Name of the beneficiary : E-SAT SAS  
Banque : HSBC FR BIC LA DEFENSE  
US Dollars Account : FR76 3005 6006 4406 4433 8568 366  
Euros and other currencies: FR76 3005 6006 4406 4433 8565 553 Code  
BIC : CCFRFRPP