

INTEGRA Edge Agreement

Terms and Conditions

AST's *INTEGRA Edge* product is designed to help satellite and ground IP network communications users to monitor and manage their use of network resources, including monitoring and management on a per-application basis.

These Terms and Conditions, which should be read in conjunction with the applicable Order Form, set out the basis upon which AST supplies *INTEGRA Edge*.

1. Definitions

1.1 In the Agreement:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this agreement including the Order Form, these Terms and Conditions and the Schedules, and any amendments to the Agreement from time to time;

"AST" means AST Group Holdings Limited, a company incorporated in England and Wales (registration number 9551094) having its registered office at Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX;

"AST Group" means AST and its Affiliates;

"AST Indemnity Event" has the meaning given to it in Clause 21.1;

"AST Representatives" means the person or persons identified as such in the Order Form, and any additional or replacement persons that may be appointed by AST giving to the Customer written notice of the appointment;

"AST Services" means any services that AST provides to the Customer, or has an obligation to provide to the Customer, under the Agreement;

"Charges" means:

- (a) the charges payable to AST specified in the Order Form or elsewhere in the Agreement; and
- (b) such other charges relating to the INTEGRA Edge System and payable to AST as may be agreed in writing by the parties;

"Confidential Information" means the Confidential Information - AST and the Confidential Information - Customer;

"Confidential Information - AST" means:

- (a) any information disclosed by or on behalf of AST to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Customer to be confidential;
- (b) the financial terms of the Agreement; and
- (c) the Documentation;

"Confidential Information - Customer" means:

- (a) any information disclosed by or on behalf of the Customer to AST at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by AST (acting reasonably) to be confidential; and
- (b) the Customer Personal Data;

"Connectivity Services" means those data connection services provided by the AST Group that attach to the INTEGRA Edge Hardware and may be managed using the INTEGRA Edge System (a list of such services, as at the Effective Date, is set out in Schedule 1 (Specification));

"Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

"Customer Network" means the Customer's communications network with respect to which the Customer uses or proposes to use the INTEGRA Edge System, including all the computer and networking hardware and software systems of the Customer that interact with the INTEGRA Edge System;

"Customer Personal Data" means any Personal Data that is processed by AST on behalf of the Customer in relation to the Agreement;

"Customer Representatives" means the person or persons identified as such in the Order Form, and any additional or replacement persons that may be appointed by the Customer giving to AST written notice of the appointment;

"Customer Vessels/Sites" means the sites, ships and/or vessels for installation of the INTEGRA Edge Hardware agreed by the parties;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while they are in force and applicable to Customer Personal Data, the UK's

Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679);

"Defect" means a defect, error or bug in the INTEGRA Edge System having a material adverse effect on the functionality or performance of the INTEGRA Edge System, but excluding any defect, error or bug caused by or arising as a result of:

- (a) changes to or defects in the Customer Network;
- (b) any non-conformity of the Customer Network with the requirements referred to in Clauses 8.9 and 9.4;
- (c) any act or omission (excluding use of the INTEGRA Edge System in accordance with the Documentation) of the Customer, or any act or omission of any other person that has not been authorised or enabled by the AST to access the INTEGRA Edge System;
- (d) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (e) an incompatibility between the INTEGRA Edge System and any other system, network, application, program, hardware or software not specified as compatible in the Specification;

"Documentation" means the *INTEGRA Edge User Guide* and the *INTEGRA Edge Cloud User Guide* produced by AST and delivered or made available by AST to the Customer;

"Effective Date" means the date of execution of the Agreement;

"Expenses" has the meaning given to it in Clause 15;

"Export Laws" means all applicable laws restricting and/or regulating:

- (a) the inter-jurisdictional import, export, supply, disclosure, transfer or transmission of goods, services, software, technology, technical know-how, data and/or information; and/or
- (b) the import, export, supply, disclosure, transfer or transmission of goods, services, software, technology, technical know-how, data and/or information to designated entities or persons, or to designated classes of entities or persons;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**INTEGRA Edge Cloud**" means the web portal published and maintained by AST and made available to the Customer for the management of the INTEGRA Edge System;

"**INTEGRA Edge Hardware**" means all the physical hardware comprised in the INTEGRA Edge System and supplied or to be supplied by AST, including any replacement hardware supplied and installed by AST from time to time;

"**INTEGRA Edge Software**" means those software components of the INTEGRA Edge System that are installed and/or executed on the computer hardware owned or controlled by the Customer (excluding the INTEGRA Edge Hardware);

"**INTEGRA Edge System**" (and "**Integra Edge**") means the *INTEGRA Edge* system comprised of hardware, software and cloud services provided by AST, as specified in the Order Form;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the replacement and updating of hardware elements of the INTEGRA Edge System and the application to the INTEGRA Edge System of software updates and upgrades;

"**Minimum Term**" means the period specified as such in the Order Form beginning on the date upon which the INTEGRA Edge System is made available by AST for live use by the Customer;

"**Order Form**" means the order form identifying the Customer, setting out the particulars of the Agreement, and signed on behalf of each of the parties;

"**Personal Data**" has means data constituting personal data under all or any of the Data Protection Laws;

"**Schedule**" means any schedule attached to the main body of the Agreement;

"**Set Up Services**" means the installation, integration and configuration of the INTEGRA Edge System in accordance with the Order Form;

"**Specification**" means the specification for the INTEGRA Edge System set out in Schedule 1 (Specification), as it may be varied by the written agreement of the parties from time to time;

"**Support Services**" means support in relation to the use of the INTEGRA Edge System and the identification and resolution of errors in the INTEGRA Edge System, but shall not

include the provision of training services whether in relation to the INTEGRA Edge System or otherwise; and

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely, for the Minimum Term and thereafter, subject to termination in accordance with Clause 24 or any other provision of the Agreement.

3. Trial

3.1 If the parties agree in writing that the Customer shall benefit from a trial period with respect to the use of the INTEGRA Edge System, then the following shall apply (subject to any agreement of the parties to the contrary):

- (a) the trial period shall be for such duration as the parties agree in writing;
- (b) no Charges shall be payable with respect to the use of the INTEGRA Edge System during the trial period;
- (c) AST may end the trial period early by giving to the Customer at least 30 days' prior written notice;
- (d) from the end of the trial period, the Agreement will continue and the Charges will apply, and this Clause 3.1 shall cease to apply;
- (e) during the trial period the INTEGRA Edge System and associated Services shall be subject to such other limitations and terms as AST may, acting reasonably, notify to the Customer; and
- (f) AST shall have no liability to the Customer with respect to any loss or damage arising out of the use of the INTEGRA Edge System during the trial period (subject only to Clause 22.1).

4. AST obligations

4.1 AST shall provide to the Customer, during the Term:

- (a) the Set Up Services;
- (b) the INTEGRA Edge System;
- (c) the Documentation; and

(d) the Support Services and the Maintenance Services,
in each case in accordance with the Agreement.

5. Set Up Services

- 5.1 The parties shall each use reasonable endeavours to ensure that the Set Up Services are completed in accordance with any timetable agreed by the parties in writing. In particular, the Customer shall at its sole expense provide all requisite facilities, amenities, access and suitable working conditions to enable the Set Up Services to be carried out safely and expeditiously.
- 5.2 The Customer shall ensure that a duly authorised representative of the Customer shall be present at the commencement and completion of the Set Up Services. Such representative must promptly notify AST if the Customer considers that the INTEGRA Edge Hardware is not in a good condition, is incomplete or does not conform with the requirements of the Order Form (save as regards latent defects not reasonably apparent upon inspection). If required by AST, the Customer's duly authorised representative shall confirm in writing such condition, completeness and conformity.
- 5.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 22.1 AST will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under the Agreement.
- 5.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by AST shall be the exclusive property of AST. If the works arising out of such performance form part of the INTEGRA Edge System, they shall be licensed to the Customer under Clause 8.

6. Sign-off

- 6.1 AST may, following the completion of the Set Up Services, request that the Customer signs-off on such completion; and the Customer shall not unreasonably refuse to do so.

7. INTEGRA Edge Hardware

- 7.1 As part of the Set Up Services, AST shall install the INTEGRA Edge Hardware at the Customer Vessels/Sites.
- 7.2 The Customer shall keep the INTEGRA Edge Hardware at the Customer Vessel/Site at which it has been installed unless and until:
- (a) AST replaces the relevant INTEGRA Edge Hardware in accordance with the Agreement; or

- (b) the Agreement terminates, in which case Clause 25.4 shall apply.
- 7.3 The INTEGRA Edge Hardware shall at all times remain the property of AST, and the Customer shall have no right, title or interest in or to the INTEGRA Edge Hardware (save the right to possession and use of the INTEGRA Edge Hardware in accordance with the Agreement).
- 7.4 The risk of loss, theft, damage or destruction of the INTEGRA Edge Hardware shall pass to the Customer on the delivery of the relevant INTEGRA Edge Hardware to the Customer. The INTEGRA Edge Hardware shall remain at the sole risk of the Customer thereafter, for so long as it remains at the Customer Vessels/Sites.
- 7.5 The Customer shall be responsible for the physical security of the INTEGRA Edge Hardware and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to the INTEGRA Edge Hardware is restricted to persons authorised to use them under the Agreement.
- 7.6 The Customer shall give immediate written notice to AST in the event of any loss, accident or damage to the INTEGRA Edge Hardware arising out of or in connection with the Customer's possession or use of the INTEGRA Edge Hardware.
- 7.7 The Customer shall:
- (a) ensure that the INTEGRA Edge Hardware is kept at the Customer Vessel/Site at which it has been installed and is not taken to any other location;
 - (b) ensure that the environmental conditions in which the INTEGRA Edge Hardware is kept are suitable for the INTEGRA Edge Hardware and conform, and will continue to conform during the Term, with the requirements set out in the prerequisites document issued by AST to the Customer before the Effective Date;
 - (c) not, without the prior written consent of AST, itself maintain or alter, or allow any third party to maintain or alter, the INTEGRA Edge Hardware;
 - (d) not, without the prior written consent of AST, part with control of, sell or offer for sale, underlet or lend the INTEGRA Edge Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (e) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of AST in the INTEGRA Edge Hardware;
 - (f) not suffer or permit the INTEGRA Edge Hardware to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;

- (g) not use the INTEGRA Edge Hardware for any unlawful purpose; and not use the INTEGRA Edge Hardware for any purpose except to enable the use of the INTEGRA Edge System;
- (h) ensure that at all times the INTEGRA Edge Hardware remains identifiable as being AST's property; and
- (i) be responsible for any loss of or damage to the INTEGRA Edge Hardware arising out of or in connection with any negligence, misuse, mishandling of the INTEGRA Edge Hardware or otherwise caused by the Customer or its officers, employees, agents and contractors.

8. INTEGRA Edge System

8.1 AST hereby grants to the Customer from the date of delivery of the INTEGRA Edge System until the end of the Term a worldwide, non-exclusive licence to use the INTEGRA Edge System by means of:

- (a) the *MyAST* portal for the INTEGRA Edge Cloud; and
- (b) the INTEGRA Edge Hardware,

in each case in accordance with the Documentation and subject to the limitations and prohibitions set out and referred to in this Clause 8.

8.2 The Customer must not use the INTEGRA Edge System for any purpose except the monitoring and management of Connectivity Services on the Customer Network by the Customer.

8.3 The Customer must not sub-license to any third party the right to use the INTEGRA Edge System.

8.4 The licence granted by AST to the Customer in Clause 8.1 is subject to the limitations set out in the Order Form, subject to subsequent variations agreed by the parties in writing.

8.5 Save to the extent expressly permitted by the Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 8 shall be subject to the following prohibitions:

- (a) the Customer must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the INTEGRA Edge System, or use the INTEGRA Edge System to provide services to a third party;
- (b) the Customer must not alter, edit or adapt the INTEGRA Edge System;
- (c) the Customer must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the INTEGRA Edge System;

- (d) the Customer must not use the INTEGRA Edge System except by means of the INTEGRA Edge Hardware and the *MyAST* portal for the INTEGRA Edge Cloud;
 - (e) the Customer must not take copies of any element of the INTEGRA Edge System;
 - (f) the Customer must not use the INTEGRA Edge System for any unlawful purposes, or in connection with any unlawful activity;
 - (g) the Customer must not circumvent or attempt to circumvent any of the security features or licence-related restrictions of the INTEGRA Edge System; and
 - (h) the Customer must not conduct any penetration testing or other security testing on the INTEGRA Edge System except in accordance with the Order Form or with the prior written consent of AST.
- 8.6 The Customer must institute and maintain reasonable security policies in relation to access to and the use of the INTEGRA Edge System.
- 8.7 Without prejudice to the generality of Clause 8.6, the Customer is responsible for the distribution, management, maintenance, security and proper use of all access credentials for the INTEGRA Edge System supplied by AST to the Customer or generated or provided by the Customer and must:
- (a) take all reasonable steps to prevent unauthorised access to the INTEGRA Edge System;
 - (b) notify AST promptly if access credentials have been (or may have been) disclosed to an unauthorised person, or are being (or may be being used) in an unauthorised way;
 - (c) take all reasonable steps to remedy any such disclosure or use; and
 - (d) follow AST's reasonable requests and directions in relation to any such disclosure or use.
- 8.8 If AST considers that there is, or is likely to be, a breach of security relating to the INTEGRA Edge System, or if required in order to safeguard the integrity and security of the INTEGRA Edge System, AST reserves the right to:
- (a) suspend the INTEGRA Edge System or the Customer's access to the INTEGRA Edge System; and/or
 - (b) require the Customer to change any or all of the Customer's access credentials.
- 8.9 The Customer shall be responsible for ensuring that its use of the INTEGRA Edge System in the Customer Network complies with applicable laws, and that it has all necessary governmental, legal and regulatory licences and permission to enable lawful use.

- 8.10 The Customer acknowledges and agrees that AST may from time to time change the technical specification of the INTEGRA Edge System, and accordingly may cease to comply with the Specification. However, AST shall ensure that any such change will not materially decrease or impair the functionality or performance of the INTEGRA Edge System.
- 8.11 AST shall provide the Support Services and the Maintenance Services to the Customer during the Term in accordance with Schedule 2 (Service level agreement).

9. Customer general obligations

- 9.1 The INTEGRA Edge System cannot be activated or used except with respect to Connectivity Services provided by a member of the AST Group; accordingly, the INTEGRA Edge System must at all times during the Term be bound to Connectivity Services provided by a member of the AST Group.

- 9.2 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to AST, or procure for AST, such:

- (a) co-operation, support and advice; and
- (b) information and documentation,

as are reasonably necessary to enable AST to perform its obligations under the Agreement.

- 9.3 The Customer must provide to AST, or procure for AST, such access (including physical access) to:

- (a) the Customer Vessels/Sites (including the INTEGRA Edge Hardware installed at the Customer Vessels/Sites);
- (b) the Customer Network; and
- (c) the Customer's other computer hardware, software, networks and systems,

as may be reasonably required by AST to enable AST to perform its obligations and/or exercise its rights under the Agreement.

- 9.4 The Customer shall ensure that the Customer Network complies, and continues to comply during the Term, with:

- (a) the requirements set out in the prerequisites document issued by AST to the Customer before the Effective Date; and
- (b) any other requirements reasonably specified by AST during the provision of the Set Up Services,

subject to any changes agreed in writing by AST.

- 9.5 The Customer must comply with all health and safety legislation in relation to the Customer Vessels/Sites, and must ensure that AST personnel are provided with a safe working environment at the Customer Vessels/Sites.
- 9.6 The Customer must notify relevant AST personnel of the Customer's applicable rules and regulations in relation to the Customer Vessels/Sites, including rules and regulations relating to health and safety, dress, conduct, confidentiality and security; and AST shall use all reasonable endeavours to ensure that its personnel comply with those rules and regulations. AST shall not be in breach of the Agreement or otherwise liable if, as a result of any compliance with the Customer's applicable rules and regulations relating to the Customer Vessels/Sites, it is in breach of any of its other obligations under the Agreement.

10. Customer delays

- 10.1 If the Customer delays or fails to perform any of its obligations under Clause 7, Clause 8 or Clause 9 then, at AST's option, AST may:
- (a) change the delivery date for the affected products or services; and/or
 - (b) charge the Customer for any losses, costs or expenses suffered or incurred by AST and arising out of the delay or failure.
- 10.2 Except in the case of an emergency, AST shall seek to notify the Customer in advance of its intention to invoke this Clause 10.

11. Audit

- 11.1 AST or AST's appointed representative may examine the computer systems, electronic files and paper files of the Customer at the premises of the Customer for the purpose of ascertaining whether the Customer is complying with the licences granted under or in relation to the Agreement. Such an examination shall be limited to those computer systems, electronic files and paper files the examination of which is reasonably necessary to achieve that purpose.
- 11.2 AST must give to the Customer at least 14 days' written notice of an examination under this Clause 11.
- 11.3 The Customer shall provide to AST all such co-operation as AST may reasonably request in relation to an examination under this Clause 11.
- 11.4 Any examination under this Clause 11 shall be at the cost of AST unless the examination demonstrates that the Customer has breached the terms of any licence under the Agreement, in which case the Customer shall pay to AST the reasonable costs of the examination.
- 11.5 Not more than 1 examination under this Clause 11 may be conducted in any 12-month period.

12. No assignment of Intellectual Property Rights

12.1 Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from AST to the Customer, or from the Customer to AST.

13. Representatives

13.1 AST shall ensure that all instructions given by AST in relation to the matters contemplated in the Agreement will be given by an AST Representative to a Customer Representative, and the Customer:

- (a) may treat all such instructions as the fully authorised instructions of AST; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

13.2 The Customer shall ensure that all instructions given by the Customer in relation to the matters contemplated in the Agreement will be given by a Customer Representative to an AST Representative, and AST:

- (a) may treat all such instructions as the fully authorised instructions of the Customer; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

14. Charges

14.1 The Customer shall pay the Charges to AST in accordance with the Agreement.

14.2 Charges with respect to the use of the INTEGRA Edge System shall apply from earlier of:

- (a) the date of activation of the INTEGRA Edge Hardware; and
- (b) 30 days following the date of sending the INTEGRA Edge Hardware device to the Customer.

14.3 All amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes and similar taxes, which will be added to those amounts and payable by the Customer to AST.

14.4 If there is a material change, during the Term, in the third party supplier or services provider costs incurred by AST in supplying of the AST Services, then AST may increase the Charges by giving to the Customer not less than 30 days' prior written notice of the increase, and providing that:

- (a) such increase must reasonably reflect the amount of the costs increase; and
- (b) AST must, promptly following receipt of a written request from the Customer, supply to the Customer reasonable evidence of the costs increase.

15. Expenses

- 15.1 The Customer shall reimburse AST in respect of the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by AST exclusively in connection with, the performance of AST's obligations under the Agreement (the "Expenses").
- 15.2 AST must collect and collate evidence of all Expenses and must retain such evidence during the Term and for a period of 90 days following the end of the Term.
- 15.3 Within 14 days following receipt of a written request from the Customer to do so, AST must supply to the Customer such copies of the evidence for the Expenses in the possession or control of AST as the Customer may specify in that written request.

16. Payments

- 16.1 AST may issue invoices for the Charges in USD (or such other currency has been agreed by the parties) to the Customer in advance of the period to which they relate, or in advance of the provision of the corresponding AST Services; where Charges are calculated on the basis of time spent or when AST so agrees in writing, AST may issue invoices at any time after the provision of the corresponding AST Services.
- 16.2 The Customer must pay the Charges to AST within the period of 30 days following the issue of an invoice.
- 16.3 The Customer must pay the Charges by bank transfer (using such payment details as are notified by AST to the Customer from time to time).
- 16.4 If the Customer does not pay any amount properly due to AST under the Agreement or any other contract by the due date, AST may suspend the provision of any or all of the services under the Agreement or any other contract between the parties.
- 16.5 If the Customer does not pay any amount properly due to AST under the Agreement, AST may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).
- 16.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.

17. Confidentiality obligations

- 17.1 AST must:
- (a) keep the Confidential Information - Customer strictly confidential;

- (b) not disclose the Confidential Information - Customer to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement;
- (c) use the same degree of care to protect the confidentiality of the Confidential Information - Customer as AST uses to protect AST's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to the Confidential Information - Customer.

17.2 The Customer must:

- (a) keep Confidential Information - AST strictly confidential;
- (b) not disclose Confidential Information - AST to any person without AST's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement;
- (c) use the same degree of care to protect the confidentiality of Confidential Information - AST as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to Confidential Information - AST.

17.3 Notwithstanding Clauses 17.1 and 17.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

17.4 No obligations are imposed by this Clause 17 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

17.5 The restrictions in this Clause 17 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

17.6 The provisions of this Clause 17 shall continue in force indefinitely following the termination of the Agreement.

18. Data protection

18.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

18.2 The Customer warrants to AST that it has the legal right to disclose all Personal Data that it does in fact disclose to AST under or in connection with the Agreement.

18.3 The Customer shall only supply to AST, and AST shall only process, in each case under or in relation to the Agreement:

(a) the Personal Data of data subjects falling within the following categories: users of the INTEGRA Edge System (and such other categories as may be agreed by the parties in writing); and

(b) Personal Data of the following types: email addresses, phone numbers, other contact information, names and usernames, user-related traffic data and records of notifications sent to those email addresses (and such other types as may be agreed by the parties in writing).

18.4 AST shall only process the Customer Personal Data for the purposes of providing the INTEGRA Edge System, sending notifications to users, monitoring and administering those notifications, and keeping records of those notifications.

18.5 AST shall only process the Customer Personal Data during the Term and for not more than 60 days following the end of the Term, subject to the other provisions of this Clause 18.

18.6 AST shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the United Kingdom and European Economic Area), as set out in the Agreement or any other document agreed by the parties in writing.

18.7 The Customer hereby authorises AST to transfer the Customer Personal Data to any country, territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

18.8 AST shall promptly inform the Customer if, in the opinion of AST, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

18.9 Notwithstanding any other provision of the Agreement, AST may process the Customer Personal Data if and to the extent that AST is required to do so by applicable law. In such

a case, AST shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

- 18.10 AST shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 18.11 AST shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.
- 18.12 AST must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, AST shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to AST, providing that such notice must be given within the period of 7 days following the date that AST informed the Customer of the intended changes. AST shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on AST by this Clause 18.
- 18.13 AST shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 18.14 AST shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. AST may charge the Customer at its standard time-based charging rates for any work performed by AST at the request of the Customer pursuant to this Clause 18.14.
- 18.15 AST must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 36 hours after AST becomes aware of the breach.
- 18.16 AST shall make available to the Customer all information necessary to demonstrate the compliance of AST with its obligations under this Clause 18 and the Data Protection Laws. AST may charge the Customer at its standard time-based charging rates for any work performed by AST at the request of the Customer pursuant to this Clause 18.16, providing that no such charges shall be levied with respect to the completion by AST (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

- 18.17 AST shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 18.18 AST shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of AST's processing of Customer Personal Data with the Data Protection Laws and this Clause 18. AST may charge the Customer at its standard time-based charging rates for any work performed by AST at the request of the Customer pursuant to this Clause 18.18, providing that no such charges shall be levied where the request to perform the work arises out of any breach by AST of the Agreement or any security breach affecting the systems of AST.
- 18.19 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance. The parties acknowledge that such variations may include the use of standard contractual clauses, approved by the competent data protection authorities, in relation to cross-border transfers of Personal Data.

19. Warranties

- 19.1 Each party warrants to the other party that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.
- 19.2 AST warrants to the Customer that:
- (a) the INTEGRA Edge System as supplied will conform in all material respects with the Specification;
 - (b) the INTEGRA Edge System will be supplied free from Defects;
 - (c) the INTEGRA Edge System will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (d) the INTEGRA Edge Hardware will be of satisfactory quality and fit for the purpose of use as part of the INTEGRA Edge System within the parameters specified in the Order Form,

providing that insofar as the INTEGRA Edge System comprises or contains components which were not manufactured or produced by AST, the Customer shall be entitled only to such warranty or other benefit as AST has received from the manufacturer.

- 19.3 AST shall use all reasonable endeavours to remedy, free of charge, any material defect in the INTEGRA Edge System which manifests itself during the Term, provided that the defect did not result from any misuse of the INTEGRA Edge System or any breach of the Agreement by the Customer. If AST acting reasonably determines that a material defect resulted from such misuse or breach, AST may charge the Customer for the reasonable costs of remedy, including return and delivery costs. Such remedy may involve the replacement of INTEGRA Edge Hardware.
- 19.4 AST warrants to the Customer that the INTEGRA Edge System, when used by the Customer in accordance with the Agreement, will not infringe the Intellectual Property Rights of any person.
- 19.5 If AST reasonably determines, or any third party alleges, that the use of the INTEGRA Edge System by the Customer in accordance with the Agreement infringes any person's Intellectual Property Rights, AST may acting reasonably at its own cost and expense:
- (a) modify the INTEGRA Edge System in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Defects into the INTEGRA Edge System and must not result in the INTEGRA Edge System failing to conform with the Specification; or
 - (b) procure for the Customer the right to use the INTEGRA Edge System in accordance with the Agreement.
- 19.6 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

20. Acknowledgements and warranty limitations

- 20.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Agreement, AST gives no warranty or representation that the INTEGRA Edge System will be wholly free from defects, errors and bugs.
- 20.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, AST gives no warranty or representation that the INTEGRA Edge System will be entirely secure.
- 20.3 The Customer acknowledges that the INTEGRA Edge System is only designed to be compatible with that software and those systems specified as compatible in the Specification; and AST does not warrant or represent that the INTEGRA Edge System will be compatible with any other software or systems.

- 20.4 The Customer acknowledges that AST will not provide any legal, financial, accountancy or taxation advice under the Agreement or in relation to the INTEGRA Edge System; and, except to the extent expressly provided otherwise in the Agreement, AST does not warrant or represent that the INTEGRA Edge System or the use of the INTEGRA Edge System by the Customer will not give rise to any legal liability on the part of the Customer or any other person.
- 20.5 The Customer is responsible for the correct selection of connection medium by the INTEGRA Edge Hardware device. The Customer acknowledges that AST is not responsible for a connection medium being unintentionally or incorrectly selected or used by the Customer or a third party using the INTEGRA Edge Hardware device. Subject to Clause 22.1, AST is not liable to the Customer in relation to any loss or damage (including data usage fees) arising out of such unintentional or incorrect selection or use.

21. Indemnity

- 21.1 AST shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of:
- (a) any alleged or actual infringement of any third party's Intellectual Property Rights by the INTEGRA Edge System; or
 - (b) any breach of the Data Protection Laws by AST,
- (each, an "AST Indemnity Event").
- 21.2 The Customer must:
- (a) upon becoming aware of an actual or potential AST Indemnity Event, notify AST;
 - (b) provide to AST all such assistance as may be reasonably requested by AST in relation to the AST Indemnity Event;
 - (c) allow AST the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the AST Indemnity Event; and
 - (d) not admit liability to any third party in connection with the AST Indemnity Event or settle any disputes or proceedings involving a third party and relating to the AST Indemnity Event without the prior written consent of AST.
- 21.3 The indemnity protection set out in this Clause 21 shall not be subject to the limitations and exclusions of liability set out in the Agreement, except that Clause 22.8 shall apply.

22. Limitations and exclusions of liability

22.1 Nothing in the Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

22.2 The limitations and exclusions of liability set out in this Clause 22 and elsewhere in the Agreement:

- (a) are subject to Clause 22.1; and
- (b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

22.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

22.4 AST shall not be liable to the Customer in respect of:

- (a) any loss of profits or anticipated savings; or
- (b) any loss of use.

22.5 AST shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.

22.6 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

22.7 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed:

- (a) if the Agreement is terminated before first anniversary of the Effective Date, the minimum amount that would have been paid and payable by the Customer to AST under the Agreement had the Agreement terminated on the first anniversary of the Effective Date; and
- (b) otherwise, the total amount paid and payable by the Customer to AST under the Agreement in the 12-month period preceding the commencement of the event or events.

- 22.8 The aggregate liability of each party to the other party under the Agreement shall not exceed:
- (a) if the Agreement is terminated before first anniversary of the Effective Date, three times (3x) the minimum amount that would have been paid and payable by the Customer to AST under the Agreement had the Agreement terminated on the first anniversary of the Effective Date; and
 - (b) otherwise, three times (3x) the total amount paid and payable by the Customer to AST under the Agreement.
- 22.9 AST shall have no liability to the Customer in relation to any loss or damage arising out of the Customer's failure to ensure that traffic on the Customer Network bypasses the INTEGRA Edge System promptly following receipt of instructions from AST to do so.

23. Insurance

- 23.1 Each party must acting reasonably arrange and maintain (at its own cost) insurance coverage in respect of the obligations and liabilities of that party under the Agreement, including, in the case of the Customer, insurance coverage with respect to the INTEGRA Edge Hardware held at the Customer's risk.
- 23.2 This insurance coverage must be maintained by AST and the Customer during the Term and for a period of at least 12 months following the end of the Term.
- 23.3 Each party shall ensure that the insurance coverage is provided by a reputable insurance services provider.
- 23.4 Promptly following receipt of a written request from the other party, a party shall provide to the other party copies of the relevant certificate of insurance and the contractual terms for the insurance coverage, together with written evidence of that all premiums due in respect of the insurance have been paid.

24. Termination

- 24.1 Either party may terminate the Agreement by giving to the other written notice of termination, in which case the Agreement will terminate at the end of the calendar month following the calendar month in which the notice is given, providing however that the date of effective termination must be after the end of the Minimum Term.
- 24.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Agreement, and the breach is not remediable; or

- (b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.

24.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

24.4 AST may terminate the Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to AST under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) AST has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 24.4.

25. Effects of termination

25.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.1(f), 5.3, 7.7, 11, 15, 16, 17, 18, 20.5, 21, 22, 23, 24, 25, 26, 30, 31, 32, 33, 34, 35, 36 and 37.

25.2 Except to the extent that the Agreement expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

- 25.3 The Customer must on or before the date of effective termination of the Agreement cease to use the INTEGRA Edge System.
- 25.4 Within 30 days following the date of effective termination of the Agreement, the Customer must at its own cost uninstall the INTEGRA Edge Hardware and return the INTEGRA Edge Hardware to AST in accordance with the reasonable instructions of AST.
- 25.5 If the Customer fails to comply with Clause 25.4, then AST may recover the INTEGRA Edge Hardware from the Customer Network and may charge the Customer for this work (at AST's standard time-based charging rates, plus expenses).

26. Non-solicitation of personnel

- 26.1 The Customer must not, without the prior written consent of AST, either during the Term or within the period of 12 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of AST who has been involved in any way in the negotiation or performance of the Agreement.

27. Notices

- 27.1 Any notice given under the Agreement must be in writing, whether or not described as "written notice" in the Agreement.
- 27.2 Any notice given by one party to the other under the Agreement must be:
- (a) sent by courier;
 - (b) sent by recorded signed-for post; or
 - (c) sent by email,
- using the relevant contact details set out in the Order Form.
- 27.3 The addressee and contact details set out in the Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 27.
- 27.4 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 3 days following receipt of the notice.
- 27.5 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within working hours (09:00 to 17:00 at the place of receipt), when working hours next begin after the relevant time set out below:
- (a) in the case of notices sent by courier, upon delivery;
 - (b) in the case of notices sent by post, 48 hours after posting; and

- (c) in the case of notices sent by email, at the time of the sending of an acknowledgement of receipt by the receiving party.

28. Force Majeure Events

- 28.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 28.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:
 - (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 28.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

29. Subcontracting and assignment

- 29.1 Subject to any express restrictions elsewhere in the Agreement, AST may subcontract any of its obligations under the Agreement. AST shall remain responsible to the Customer for the performance of any subcontracted obligations.
- 29.2 AST may assign the entirety of its rights and obligations under the Agreement to any member of the AST Group or to any successor to all or a substantial part of the business of AST from time to time, providing that AST must give to the Customer prompt written notice of any such assignment. Subject to this, AST must not assign, transfer or otherwise deal with AST's contractual rights and/or obligations under the Agreement without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.
- 29.3 The Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under the Agreement without the prior written consent of AST, such consent not to be unreasonably withheld or delayed.

30. No waivers

- 30.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

30.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

31. Severability

31.1 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

31.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

32. Third party rights

32.1 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

32.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

33. Variation

33.1 AST may vary the Agreement by giving to the Customer at least 30 days' prior written notice of the variation where reasonably necessary to take account of:

- (a) changes to the INTEGRA Edge System; and/or
- (b) changes in applicable law.

33.2 Subject to Clause 33.1, the Agreement may not be varied except by means of a written document signed by or on behalf of each party.

34. Entire agreement

34.1 The Agreement shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

34.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

35. Export control

35.1 The Customer acknowledges that materials and/or information supplied to the Customer under the Agreement may be subject to the Export Laws.

35.2 The Customer must comply with the Export Laws insofar as they affect materials and information supplied to the Customer under the Agreement.

35.3 Without prejudice to the generality of Clause 35.2, the Customer:

(a) must not import, export, supply, disclose, transfer or transmit any materials or information supplied to the Customer under the Agreement if such import, export, supply, disclosure, transfer or transmission would contravene any embargo or exclusion list applying under the Export Laws; and

(b) must, where applicable, obtain all licences and consents required under the Export Laws for any import, export, supply, disclosure, transfer or transmission by or on behalf of the Customer of materials or information supplied to the Customer under the Agreement.

36. Dispute resolution

36.1 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which rules are deemed to be incorporated by reference into this Clause 36.1.

36.2 The number of arbitrators shall be one.

36.3 The seat, or legal place, of arbitration shall be London, England.

36.4 The language to be used in the arbitral proceedings shall be English.

36.5 The Agreement shall be governed by and construed in accordance with English law.

37. Interpretation

37.1 In the Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

37.2 The Clause headings do not affect the interpretation of the Agreement.

37.3 References in the Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

37.4 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (SPECIFICATION)

Overview

The INTEGRA Edge System provides a multi-service IP traffic management service designed to monitor and control communications mediums and traffic.

INTEGRA Edge provides functionality to switch and/or failover automatically or manually between connection mediums, such as but not limited to, VSAT, L-band services, GSM and WiFi (Using 3rd party external hardware). It also provides IP traffic management via a firewall, web proxy, DNS/URL filtering, and a user captive portal. This is configured by and is the responsibility of the end customer or their chosen installer.

Should an issue be experienced with the service that is attributed to a fault with the hardware device, your service provider and/or AST will replace the hardware device as soon as is reasonably possible given its installation location.

Connectivity Services

Current approved Connectivity Services are:

- X7 Evolution / Velocity iDirect Modems powered VSAT services
- X5 Evolution iDirect Modems powered VSAT services
- Iridium IOP
- Iridium Certus
 - a. Cobham 4300
 - b. Thales MissionLINK
 - c. Thales VesseLINK
- Inmarsat FBB Sailor 500/250/150

Please note Inmarsat FX is not compatible with INTEGRA Edge (not natively supported).

Details of key functions

WAN service failover

INTEGRA Edge provides functionality to switch and/or failover automatically or manually between connection mediums, such as but not limited to, VSAT, L-band services & GSM. This function is configured by and is the responsibility of the end customer. AST accepts no liability for any costs or negative impacts incurred as a result of the failover service.

AST cannot be held liable for any perceived additional data usage or negative impacts incurred by incorrect selection of connection medium by the INTEGRA Edge device or the end customer.

Data Traffic controls

The INTEGRA Edge device contains a stateful firewall, web proxy, URL and DNS filtering and a user captive portal to allow controlled crew internet access.

It is the end customer's responsibility to ensure this is configured correctly as per their needs and to ensure it is working as expected.

It is the customer/end customer's responsibility to monitor usage to ensure that all configurations are operating in the correct manner as expected

An INTEGRA Edge subscription is supplied with access to the Edge Cloud platform, 1 x INTEGRA Control subscription and access to *MyAST* portal therefore, an end customer can use INTEGRA Control category and application view and controls to analyse & control data traffic usage types from their AST supplied modems.

There are separate terms and conditions that apply for the INTEGRA Control service – see here “AST INTEGRA See & Control terms of use”. <https://www.theastgroup.com/uk/terms/>
AST cannot be held liable in any way for incorrect or excessive use due to misconfiguration of any of these features.

Data counting

Data usage is counted by WAN connection/bearer for all of the configured bearers.

The current 'active' bearer usage for the current session and by bearer for the calendar month is displayed by default on the Dashboard. The 'current' session counter is reset when the active bearer is changed. The calendar month counter will be reset at the beginning of each calendar month.

Data usage is counted at the IP packet level as packets traverse the INTEGRA Edge device interfaces. Data used for the management of WAN devices is not included in the bearer usage counts - i.e. data between the Edge device and the modem API.

Note: Due to the measurement location, these numbers will differ from any satellite operator or provider Call Data records (CDR) for the satellite service, as these come from the satellite operators core network and will have undergone a conversion process to be transported over the satellite link.

These numbers may also differ from AST's INTEGRA See and Control figures as these measurements from AST's INTEGRA core IP network where the data has undergone two conversion processes (IP to satellite to IP) by the time the IP data arrives and is counted. AST cannot be held liable in any way for incorrect or excessive use due to misunderstanding of 'data counting'.

Data Throughput graphs

Data throughput graphs indicate the speed, in bits per second, of the 'active' service / bearer and are measured in real time as traffic passes through the INTEGRA Edge device.

Note: In testing these have proved to be accurate, however, they should be considered 'indicators' rather than absolute.

AST cannot be held liable in any way for incorrect or excessive use due to misunderstanding of 'Data throughput graphs'.

Location tracking

A GPS position can be obtained using the built in GSM modem or can be taken from an attached and supported satellite modem or other device. This data is displayed in the INTEGRA Edge device dashboard and on the INTEGRA Edge cloud.

Whilst proven to be accurate it is not intended to replace a Location based service tracking platform and as such should not be used for any SOLAS, mission critical or similar function.

Remote Access

AST may need to remotely access the Edge hardware device as part of support and troubleshooting. AST states that it will not remotely access an INTEGRA Edge hardware device in any way without permission from the end customer, unless it is critical to preserve the customer's service. AST will notify the customer of any such action as soon as is reasonably possible.

INTEGRA Edge Cloud

INTEGRA Edge cloud is a shore side management element to the service offering periodical access to the INTEGRA Edge device data. To populate the data within this platform the INTEGRA Edge device sends data to the INTEGRA Edge Cloud at hourly intervals. The user can set which connection mediums this data is sent over.

Details of the amount of data that could be sent are included in the INTEGRA Edge user guide.

By taking the INTEGRA Edge service the customer accepts this usage and cannot hold AST liable for any data usage incurred to pass this information.

Data and statistics

AST reserves the right to access and analyse all data and statistics collected from each INTEGRA Edge device and uploaded to the INTEGRA Edge Cloud.

This will only be used for troubleshooting, data type trend analysis & understanding service effectiveness. It will in no way be used to negatively impact or affect the end customer and no personal information data that could be used for identification will be held unless it is explicitly required and its use clearly stated.

The EDGE service utilises a 'captive portal' for controlled internet access. As part of a user registering for this, they will need to enter some personal information. This data is used only for identification purposes and will remain stored on the local hardware device. Details of the user's usage will be passed to the EDGE Cloud and will be stored for reporting purposes.

Following a captive Portal user ID no longer being required it is the customers responsibility to remove this data from the local EDGE device.

SCHEDULE 2 (SERVICE LEVEL AGREEMENT)

1. Introduction

1.1 This service level agreement sets out the service levels applicable to the Support Services and the Maintenance Services in relation to the INTEGRA Edge System.

2. Helpdesk

2.1 AST shall make available to the Customer a helpdesk.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services. The Customer shall ensure that all requests for Support Services are made through the helpdesk and the Customer must not use the helpdesk for any other purpose.

2.3 AST shall ensure that the helpdesk is accessible by telephone, email and using AST's web-based ticketing system, using the contact information specified at <https://www.theastgroup.com/uk/contact/> from time to time.

2.4 AST shall ensure that the helpdesk is operational and adequately staffed 24/7 during the Term, subject to the priority-related restrictions on the Support Services specified below.

3. Response and resolution

3.1 AST shall use all reasonable endeavours promptly to respond and resolve issues raised through the helpdesk.

3.2 The Customer acknowledges that, where practicable, the Support Services shall be provided remotely.

3.3 The Customer acknowledges that issue resolution may be delayed if:

(a) the resolution requires Customer Vessel/Site attendance by AST personnel, and the location is not reasonably accessible (a Customer Vessel/Site location is not reasonably accessible if: (i) this is specified in the Order Form; (ii) AST has notified the Customer before the extension of the services to the relevant location that it is not reasonably accessible; or (iii) the location is not served by regular public transport links and/or is otherwise remote); or

(b) AST does not receive the full and timely co-operation of the Customer in relation to the issue, as required by the Agreement.

4. INTEGRA Edge System availability

4.1 The Customer acknowledges that, as the INTEGRA Edge Hardware will be hosted by the Customer as an integrated part of the Customer Network, the availability of the INTEGRA Edge System will depend upon the availability, configuration, operation and

performance of the Customer Network. Accordingly, AST will not be exclusively responsible for INTEGRA Edge System availability.

- 4.2 Subject to the foregoing, AST shall use reasonable endeavours to ensure that the INTEGRA Edge Cloud will be available 99.9% of the time from the date of activation of the INTEGRA Edge Cloud until the end of the Term.
- 4.3 AST will not be in breach of this availability commitment to the extent that any lack of availability arises out of: (i) the configuration of the Customer Network contrary to AST's directions or any changes to the Customer Network not authorised by AST; (ii) any other changes to software or systems that are extraneous to the INTEGRA Edge System; (iii) traffic exceeding the resource limits applicable to the INTEGRA Edge System; or (iv) any denial of service or other attacks affecting the Customer Network.

5. Limitations on Support Services

5.1 AST shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) any act or omission of the Customer that constitutes a breach of the Agreement; and any other improper use of the INTEGRA Edge System by the Customer; or
- (b) any alteration to the INTEGRA Edge System made by any person other than AST without the prior consent of AST.

5.2 If AST provides Support Services at the request of the Customer and AST, after beginning the provision of those Support Services, reasonably concludes that AST has no obligation to provide those Support Services by virtue of the exceptions set out in section 5.1, AST may levy additional Charges in respect of:

- (a) those Support Services; and
- (b) any subsequent Support Services provided in relation to the issue with the consent of the Customer,

at its standard time-based charging rates.

7. Maintenance Services

7.1 The Customer agrees that:

- (a) from time to time during the Term, AST may perform scheduled Maintenance Services on the INTEGRA Edge System, including updating and replacing the INTEGRA Edge Hardware;
- (b) the INTEGRA Edge System may be unavailable for periods of scheduled Maintenance Services; and

- (c) providing that AST complies with the following requirements, AST will not be in breach of any of its obligations under the Agreement as a result of any such period of unavailability, and any such period will not count as unavailability for the purposes of this SLA: (i) AST must notify the Customer at least 10 days before the commencement of any scheduled Maintenance Services; and (ii) AST shall consult with the Customer as to the specific timing of scheduled Maintenance Services.