



## AST Group Companies Airtime Business Terms and Conditions

### 1. Introduction

These terms and conditions as amended shall govern the contractual relationship between all companies within the AST Group of Companies (collectively known as AST) and the Subscriber and are the basis of the provision of services from AST.

### 2. Definitions

In these conditions of contract, the following expressions will have the following meaning:

a) **The AST group includes the following companies:**

| AST Group Company Name                            | Registration No | Registered Office  |
|---|-----------------|--|
| AST Group Holdings Ltd                            | 9551094         | Satellite House, Bessemer Way,<br>Great Yarmouth, Norfolk, NR31 0LX,<br>UK |
| Applied Satellite Technology Ltd                  | 2153172         |  |
| AST Connections Ltd                               | 4965632         |  |
| Applied Satellite Technology Systems Ltd          | 3667051         |  |
| AST Marine Sciences Ltd                           | 6499368         |  |
| AST Marine Networks BV                            | 2153172         |  |
| Applied Satellite Technology Systems (Africa) Ltd | CPR/2010/24563  | 163 James Gichuru Road, Lavingto,<br>PO Box 10719-00100, Nairobi, Kenya    |

- b) **"Airtime Agreement" (AA)** shall mean the comprehensive executed agreement required to commence the service.
- c) **"Contract"** shall mean both the Airtime Agreement and these Terms and Conditions to be read as one document.
- d) **"Contract Value"** means the subscription fee for the contract term or the average invoiced month usage for the contract term, whichever is the greater.
- e) **"Default"** shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from AST.
- f) **"Initial Contract Duration"** shall be defined in Section 1 of the AA.
- g) **"IMN Number"** means Inmarsat Mobile Number ("IMN"). The IMN provides the international identification number of the mobile Terminal.
- h) **"Invoice"** shall mean the sales invoice as issued by any AST group company.
- i) **"Late Billing"** means a circumstance where AST may be billed by their supplier for usage incurred by the Subscriber after the usual billing period.
- j) **"Minimum Period"** shall be defined in Section 1 of the AA.
- k) **"MSISDN"** means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of the mobile Terminal.
- l) **"Network"** means the satellite and terrestrial systems that provides the Service.
- m) **"Services"** shall mean the service identified in Section 1 of the Airtime Agreement.
- n) **"SIM"** means a Subscriber Identity Module.
- o) **"Subscriber"** will be any company, partnership, practice or person purchasing services directly or indirectly through AST as identified in the Airtime Agreement.
- p) **"Suspension"** Whilst a device terminal or SIM card is suspended it will be unable to make or receive call. During a period of suspension all subscriptions / monthly fees remain payable.
- q) **"Terminal"** shall mean portable/transportable or fixed equipment which enables access to satellite communications services.
- r) **"Termination Notice"** shall mean any notice received by AST from the Subscriber requesting termination of services.
- s) **"Usage Alerts"** shall mean any notification from AST to the Subscriber when their usage meets or exceeds an agreed level requested by The Subscriber in writing to AST.

### 3. Payment/Non-Payment

- 3.1. The Subscriber agrees to pay all AST invoices strictly in accordance within thirty (30) days from invoice date unless agreed by AST in writing. Invoices for services may include, credit card charges, processing or transaction fees, VAT and mandatory taxes at the prevailing rates at the date of invoice.
- 3.2. The Subscriber has the option to pay the AST invoices in GBP sterling. Conversion of the invoice will be based on the daily published rates available from HM Customs & Excise (HMRC) plus three points to cover exchange rate fluctuations between invoice date and payment date.
- 3.3. Call Data records (CDRs) provided by the Satellite Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data. Payment by Subscribers based outside of the UK and EU must be made by direct bank transfer or credit card without deduction of any bank charges.
- 3.4. For Subscriber's paying by credit card, it is the Subscriber's responsibility to ensure that AST is advised of any changes in payment information, so payments are processed, and the account is maintained in good standing. Credit card payments are processed within ten (10) working days of the Invoice date.
- 3.5. For credit accounts the charges as set out in the Airtime Agreement will be invoiced on a monthly basis. AST reserves the right to refuse or withdraw credit facilities at any time.

- 3.6. Without prejudice to any other rights available to AST, if any Invoice remains unpaid thirty (30) days following the due date, then at AST's discretion, the outstanding balance shall attract interest (both before and after judgement) at the rate of two percent (2%) over the bank of England base rate, compounded monthly or pro-rata per partial month and the Subscriber's right to credit facilities may be revoked. The Subscriber will indemnify AST against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.
- 3.7. All payments made by the Subscriber to AST shall be applied in the following priority:
  - (i) late fees
  - (ii) overdue amounts (beginning with the oldest outstanding balance)
  - (iii) remaining balance.
- 3.8. AST reserves the right to **immediately suspend** the services if payment is not received in accordance with clause 3 of these Terms and Conditions. Full payment of all outstanding monies including any suspension charges is required before reinstatement of any suspended service.
- 3.9. The Subscriber shall notify AST of any disputed items within thirty (30) days of the date of invoice. AST shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by AST will be immediately credited to the Subscriber if such has already been paid. Thereafter the Subscriber shall be subject to the Disputes/Arbitration process as outlined in clause 15 of these Terms and Conditions.
- 3.10. In the event of a Late Billing event AST shall present to the Subscriber any additional charges incurred by the Subscriber in the form of an Invoice in reasonable time. Any Invoice that has been generated by a Late Billing event will become due for payment within thirty (30) days from the date of that Late Billing Invoice.

#### 4. Subscription and Prices

- 4.1. Subscription Fees will be charged as indicated in Section 1 of the Airtime Agreement irrespective of use of the SIM card and/or Terminal/Services, including in the event of a terminal malfunction.
- 4.2. Subscription fees will continue to apply during SIM card/Terminal suspension, with the exception of VSAT services, terms apply as per notes in Section 1.
- 4.3. All Service costs not listed in Section 1 of the Airtime Agreement will be charged at AST standard rates, copies of which are available on request.

#### 5. Service Availability

- 5.1. The Services are provided on an 'on-demand' basis and are subject to the availability of the applicable satellite network. Services may be temporarily unavailable or limited because of various circumstances including but not limited to: capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by AST or a supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of the supplier. AST has no liability for unavailability or malfunction of suppliers' networks.
- 5.2. AST may vary the technical specification of services from time to time only if AST have been advised by the provider and AST provide the Subscriber with prior written notification of such variation.
- 5.3. For most VSAT services, the Subscriber acknowledges and agrees that AST shall have the right to move the Subscriber's services to a satellite other than the satellite initially provided. AST shall, however, give the Subscriber thirty (30) days advance written notice of any planned move, and provided further that AST will not exercise this relocation right without good cause, such cause to be determined at AST's sole discretion. AST will make all reasonable efforts to avoid the Subscriber from having to take any related adjustment actions to maintain services. In any event, AST shall have the right, by providing twenty-four (24) hours written notice to the Subscriber, to change the satellite transponder frequency, provided that such change in frequency would not require more than minimal Subscriber action and provided further, that such change would cause less than thirty (30) minutes of outage on the network.

#### 6. Sales Tax/Value Added Tax

- 6.1. Any sales tax and VAT are charged at the prevailing rate.
- 6.2. For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested, appropriate and sufficient evidence of export must be provided if the original delivery was made within the UK/EU. AST reserves the right to refuse zero rating at their discretion.
- 6.3. Where a sales tax becomes due at a later date AST shall pass such charges on to the Subscriber.

#### 7. Unauthorised/Fraudulent Use

- 7.1. It is the Subscriber's responsibility to ensure that they:
  - (a) Understand and comply with the laws and licensing arrangements of the country in which they are operating the service.
  - (b) Configure and maintain all equipment, associated hardware and software appropriately and in accordance with instructions to support the AST services provided.
  - (c) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.

**An example** of fraudulent use is carrier bypass. Whereby a device is used with other services (such as a SIP interface) to deliberately bypass the local PSTN.
  - (d) Notify AST immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use, so that the airtime services may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received, and suspension of the SIM card and/or Terminal/Services is confirmed by the Satellite Network Operator.

8. AST reserves the right to immediately terminate any services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined in clause 7.1 of these Terms and Conditions and/or is believed to

have acted in a fraudulent and misleading manner including (but not limited to) using misappropriated funds to purchase the services or goods relating thereto.

**9. Re-activation, Unbarring and Deactivation**

In the event of deactivation, barring, re-activation, or unbarring of a SIM card and/or Terminal/Services, an administration charge of fifty (\$50) USD may be applied for each process, unless specifically excluded in Section 1 of the Airtime Agreement. Re-activation of a deactivated Iridium SIM card will cost two hundred and twenty (\$220) USD.

**10. Duration**

- 10.1. For Contracts where payment is received in advance, the Contract shall run for a minimum of the pre-paid period.
- 10.2. The Initial Contract duration is detailed in Section 1 of the Airtime Agreement.

**11. Cancellation/Renewal/Termination**

- 11.1. New Subscribers may cancel this contract within seven (7) working days after the date on which the contract commences by providing written notice to AST within the same period if, and only if the Subscriber has not connected to any part of the network. Any costs incurred during this period by AST connecting to any part of the network will be charged to the Subscriber.
- 11.2. Any Subscriber who enters into a contract via distance means may cancel this contract within seven (7) working days after the date on which the contract commences by providing written notice to AST within the same period if, and only if the Subscriber has not connected to any part of the network.
- 11.3. The Subscriber agrees to give notice for termination of the contract in writing to AST at least thirty (30) days prior to the commencement of any renewal term ("Termination Notice").
- 11.4. In the absence of receiving a Termination Notice, AST will automatically renew the contract on the last day of the contract for a further term of the same duration as the original contract. This process of automatic renewal will continue at the end of each consecutive term unless notice is given in accordance with clause 11.3.
- 11.5. Contracts which are invoiced in advance are only able to be terminated at the end of the committed contract period. Notice in accordance with clause 11.3 must be given prior to commencement of the next period.
- 11.6. After the Initial Contract period, contracts which have not been paid for in advance may be terminated by the Subscriber by giving not less than thirty (30) days written notice of termination.
- 11.7. AST reserves the right not to renew the contract at the end of the contract period. AST will provide thirty (30) days' notice of its intention not to renew a contract.
- 11.8. Upon termination of the contract all outstanding costs, fees and balances must be paid immediately. Any termination of the contract shall be without prejudice to any other rights or remedies a party may be entitled to under the contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 11.9. In accordance with clause 8, AST may terminate this contract should the Subscriber be in breach of the contract. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the contract.

**12. Liability**

- 12.1. AST will use all reasonable efforts in ensuring its employees exercise reasonable skill and care in the provision of the Services.
- 12.2. Subject to sufficient and correct documentation being offered by the Subscriber, AST accepts:
  - (a) Liability for death and personal injury resulting only from AST's negligence.
  - (b) Liability for obvious negligence arising in connection with the provision of services, as agreed between the parties, to a maximum of the Contract Value.Documentation supporting the Subscriber's claim of negligence and proof of damages must be submitted in writing to AST at its designated domestic service address within forty-five (45) days of the alleged negligent act.
- 12.3. Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, is expressly excluded. In no event will AST be liable for loss of anticipated profit, loss by reason of plant shutdown, non-operation or increased expense of operation of other goods or Services or other costs, expenses or losses, real or notional.
- 12.4. No liability or consequential loss will be accepted by AST for:
  - (a) Any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the Network connections that may apply.
  - (b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.
  - (c) Any loss or delay associated with unlicensed or fraudulent usage of equipment or services.
- 12.5. No warranty either expressed or implied as to performance or fitness for purpose is given.
- 12.6. Any dates specified by AST for the delivery of services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 12.7. AST cannot be held responsible for any loss of services, which are due to the withdrawal of operating licenses by Governmental authorities or their refusal to renew such.
- 12.8. The Subscriber acknowledges that on rare occasions "Late Billing" may occur. The Subscriber hereby acknowledges and agrees that they are responsible for any such costs that a Late Billing event generates and agrees to pay for such usage in accordance with clause 3.9 of this Contract.
- 12.9. At the Subscriber's request and providing the service allows, a usage alert can be created. However, the Subscriber agrees and acknowledges that AST does not accept any liability for or guarantee the Usage Alert service and it remains the sole responsibility of the Subscriber to ensure they do not exceed the specified

airtime limits. If any such limit is exceeded the Subscriber hereby agrees to pay for usage generated in accordance with clause 3 of this Contract.

- 12.10. The Subscriber acknowledges and agrees that all services will be chargeable howsoever caused, until either a request for a deactivation or suspension is received by AST from the Subscriber and the deactivation or suspension of the SIM card and/or Terminal/Services is confirmed by the Satellite Network Operator. Where such request is provided verbally, it must be followed up in writing to AST.

### **13. General**

- 13.1. AST may assign the Contract or any part of it to any person, firm or company.
- 13.2. The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this contract without the prior written consent of AST. AST will not unreasonably withhold its consent.
- 13.3. The Subscriber understands and acknowledges that AST may, at its sole discretion, amend and/or modify the contract periodically by giving thirty (30) days written notice to the Subscriber's address for notices. For the avoidance of doubt: this includes these Terms and Conditions and the subscription and pricing in Section 1 of the Airtime Agreement. Within the thirty (30) day notice period, the Subscriber may terminate this contract by giving thirty (30) days notice in accordance with clause 11 of this contract. Upon the expiry of the thirty (30) day notice period, the Subscriber shall be deemed to have accepted any notification and/or amendment unless otherwise agreed in writing and signed by an authorised signatory of AST.
- 13.4. AST reserves the right to change the ID numbers, including but not limited to MSISDN and IMN numbers, if required. Prior notice of any changes will be given where possible.
- 13.5. It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this contract constitutes a partnership, joint venture, relationship of agency, or establishment of any other form of company between the parties.
- 13.6. Any waiver by either party of its rights under this contract or of any breach of this contract shall not be construed as a waiver of any or further rights or breach.
- 13.7. AST reserves the right to suspend the services immediately at any time upon discovery of a breach of this contract.
- 13.8. Both parties to the contract will comply with their respective obligations under the Data Protection Act and GDPR requirements, as modified from time to time.
- 13.9. References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa.
- 13.10. Headings are for convenience only and shall not affect the construction of the contract. No contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 13.11. References to any statute or statutory instrument shall include any re-enactment, modifications, amendments thereto or replacement thereof for the time being in force.

### **14. Whole Contract**

- 14.1. Each party acknowledges this contract contains the whole contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 14.2. This contract may only be modified or amended in writing signed by all the parties.
- 14.3. This contract replaces and supersedes any and all prior contracts or amendment of, or restatement to the contract between the parties in its entirety.

### **15. Disputes/Arbitration**

- 15.1. In the event of any dispute over the quality of service received the Subscriber will inform their Account Manager in writing. A full review will be undertaken and followed up by the management team. The Management team will then undertake a full review of all complaints received and shall offer up a report within four (4) weeks of receipt.
- 15.2. Any dispute arising out of or in connection with the contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

### **16. Force Majeure**

Neither party shall be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, or labour disputes of whatever nature.

### **17. Notices**

- 17.1. Any notice or documentation given under this contract shall be in writing and shall be deemed to have been duly delivered if sent by first class post, registered (signed for) post, or by electronic media to a party at its trading address, registered office or other address as the party may from time to time designate by written notice by the other.
- 17.2. Any notice given by post shall be deemed to have been delivered forty-eight (48) hours after posting if posted within the United Kingdom (including Northern Ireland but excluding overseas territories) and five (5) working days for all other destinations. Where notice is given by electronic media it shall be deemed to have been delivered only once the recipient has acknowledged receipt of the message.
- 17.3. In the event the details of where to provide notice have not been updated, notice will be deemed provided to the last known details.

### **18. Severability**

If any provision of this contract is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.