



# Morsviazputnik General Terms and Conditions

## Recital

WHEREAS Morsviazputnik is a company selling airtime, airtime services, aero satellite network design, engineering consultancy and hardware within the area of satellite communication and IT, hereunder but not limited to satellite communication systems.

WHEREAS the Customer wants to buy services from Morsviazputnik, and Morsviazputnik is willing to deliver services to the Customer on the terms and conditions of the Agreement.

WHEREAS the Parties by signing the Agreement have agreed to follow the provisions hereof.

## 1. Definitions

"Affiliate" means a Person that directly, or indirectly through one (1) or more intermediaries, controls, or is controlled by, or is under common control with, another Person (and, for the purpose of the foregoing, "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, or by contract);

"Agreement" means Service Agreements, Product Agreements, Consultancy Services Agreements, Purchase Orders or any agreement entered between Morsviazputnik and the Customer, including its Appendixes and the Morsviazputnik General Terms and Conditions as available on Morsviazputnik's web pages.

"Call Data Records" or "CDRs" means the data record showing particulars of mobile satellite transmissions, which shall include the SIM Card identification number, country code of call origination, data volume transmitted or call duration (as appropriate), and date and time.

"Control" means, in relation to any company, partnership or other entity, the beneficial ownership of more than 50% of the issued share capital of, or the legal power to direct or cause the direction of the general management of the company, partnership or entity in question;

"Coverage Areas" means global, regional or spot beam satellite coverage areas of the Satellites, together with such other coverage areas as shall be introduced in the future.

"Effective Date" means the date on which the Agreement becomes effective, being the date the Agreement is executed by both Parties;

"Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body;

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body entitled to exercise any administrative, executive, judicial, legislative, police or regulatory power;

"Indemnified Parties" means the Satellite Communication Enterprise and any of its Affiliate including its officers, directors, employees or agents;

"Insolvency Event" means, in relation to a Person, that:

- (a) a resolution is passed or an order is made by a court of competent jurisdiction for its winding up or dissolution;
  - (b) it enters into voluntary or involuntary liquidation (other than a solvent liquidation for the purposes of an amalgamation or reconstruction with the prior written consent of the other Party);
  - (c) an administrator, administrative receiver, liquidator, receiver or similar officer is appointed with respect to it or over all or substantially all of its assets or any proceedings are commenced for the appointment of any such officer;
  - (d) it is unable to pay its debts as and when they fall due, or becomes insolvent;
- or
- (e) any analogous event occurs under the law of any other jurisdiction.

"On-Site Technical Support" means technical support by a Morsviazputnik or Morsviazputnik appointed engineer or technician on a location outside Morsviazputnik locations;

"Operational Emergency" means a situation which, in the reasonable opinion of the Satellite Communication Enterprise or Morsviazputnik, acting in good faith, has caused or is likely to cause damage, unavailability, delay, interruption or interference to the Space Segment;

"Parties" means Morsviazputnik and the Customer, and "Party" shall mean either of them, as applicable;

"Payment Due Date" means the date when payment is due according to the Agreement or the respective invoice;



"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, association, pool, syndicate, sole proprietorship or government or agency or political subdivision thereof or any other form of organization not specifically listed;

"POP" means Point of Presence;

"Products" means products incl. software and software licenses which Satcom makes available to the Customer;

"Satellite" means an object located beyond the Earth's atmosphere that is used for radio communications and, more particularly for the purpose of the Agreement, includes any satellite that is owned, leased and/or operated by or on behalf of Satellite Communication Enterprise now and in the future, including subsequent generation satellites;

"Satellite Communication Enterprise" means a company owing and/or providing satellite communication infrastructure and services that Morsviazputnik resells to the Customer;

"Satellite Network" means all or any part of the terrestrial or Satellite based communications network over which Morsviazputnik Services are offered, whether directly or indirectly owned or operated by the Satellite Communication Enterprise, or via or in conjunction with third parties;

"Services" means the services for cockpit and cabin radio or satellite communication which Morsviazputnik makes available to the Customer.

"Service Availability Date" means the date or dates upon which Morsviazputnik makes available the Services to the Customer;

"Service Levels" means the standards and measures set for the Services;

"SIM Card" means a subscriber identity module card which uniquely identifies the end user of a User Terminal;

"Space Segment" means the Satellites and all other centralized infrastructure owned, leased, or operated by or on behalf of Satellite Communication Enterprise to support the operation of the Satellites and the Services in all Coverage Areas;

"Technical Support" means Morsviazputnik technical support typically from Morsviazputnik office(s); i.e. via phone, e-mail, ticketing system or TeamViewer;

"Technological Fraud" means, inter alia, the fraudulent or unauthorized use of the Services, or any of them, including but not limited to the cloning of SIM Cards and the theft or other misuse of SIM Card identification numbers;

"Technological Fraud Prevention Procedures" has the meaning ascribed to it in these General Terms & Conditions;

"Trade Marks" means the trademarks or trade mark applications owned or submitted by Morsviazputnik.

"User Terminal" or "UT" means a mobile earth station terminal used in any of the Services;

## **2 General**

### **2.1 Overall**

(a) These General Terms & Conditions shall apply between the Parties unless otherwise agreed in writing between the Parties.

(b) The wording of the Agreement takes precedence over the wording in these General Terms & Conditions.

(c) For the avoidance of doubt, nothing in the Agreement shall prevent or restrict Morsviazputnik, either itself or via an Affiliate or jointly with other Persons, from selling or otherwise providing the Services or Products or other services or products to third parties.

(d) The Customer shall not hold itself out as Morsviazputnik's agent for sales of the Services or Products or other services or products, or as being entitled to bind Morsviazputnik in any way save as expressly provided for in the Agreement.

(e) Nothing in the Agreement shall entitle the Customer to any priority of supply in relation to the Services or Products as against third parties, or as against any other services or products provided by Morsviazputnik other than under the Agreement

(f) Services, Products, data, equipment and information received under the Agreement, regardless of form, shall not be sold, leased, licensed, commercially exploited or otherwise transferred by the Customer except as expressly provided in the Agreement. All charges and other amounts due, will be the responsibility of the Customer, who agrees not to resell or re-bill the Service or Product or part(s) hereof or equipment to any other individual or entity without the prior written consent of Morsviazputnik.

### **2.2 Delay of delivery**

Morsviazputnik assumes no liability for any delay and shall not be obliged to pay any damages, compensation, expenses or penalties incurred due to any delay. The procedure, should there be any delay by Morsviazputnik, shall be as follows; If Morsviazputnik is unable to deliver the Service at the agreed time of delivery or if delay on Morsviazputnik's part is highly probable as documented by written evidence, Morsviazputnik shall notify the Customer in writing, stating the reason for the delay and the time when delivery can be expected. If Morsviazputnik does not deliver within the expected time of delivery, and this is not due to any circumstance for which the Customer is responsible, the Customer may, by notice in writing to Morsviazputnik, terminate the Agreement only in respect of that part of the Service which cannot be put to its intended use as a result of Morsviazputnik's failure to deliver on time.

### **2.3 Deliveries**

(a)



In the event the Customer has discovered any non-compliance with any of the Services or Products provided by Morsviazputnik to the Customer, the Customer shall immediately without any hesitation inform Morsviazputnik of the nature of the non-compliance. Morsviazputnik shall have no responsibility for issues raised at a later point in time.

(b)  
All Services and Products including software developed, licensed and/or included in or occurring as a result of Morsviazputnik's work under the scope of the Agreement or through additional work requested by the Customer in relation to the Agreement, is provided "as is", including any faults and no guarantees are made regarding the use, configuration and/or fitness.

## **2.4 Termination of Agreement**

### **2.4.1**

Either Party (the "Initiating Party") may terminate this Agreement with immediate effect by notice in writing to the other Party (the "Breaching Party") on or at any time after the occurrence of any of the following events:

(a)  
a material breach by the Breaching Party of an obligation under this Agreement where, if the breach is capable of remedy, the Breaching Party fails to remedy the breach within thirty (30) days starting on the business day after receipt of notice from the Initiating Party giving particulars of the breach and requiring the Breaching Party to remedy the breach, and provided always that the Morsviazputnik may terminate the entire Agreement irrespective of whether or not such breach is restricted to an individual Service or Product;

(b)  
the Breaching Party passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Breaching Party's winding up or dissolution;

(c)  
an administration order is made in relation to the Breaching Party or there is an appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Breaching Party; or

(d)  
the Breaching Party makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally.

### **2.4.2**

Further, Morsviazputnik is entitled to terminate the Agreement with immediate effect

(a)  
in case of the Customer's misuse or manipulation with Services, Products, equipment etc.;

(b)  
in case Morsviazputnik is not able to deliver the Service or Product due to reasons outside Morsviazputnik's control, e.g. in case of requirements from a Governmental Body; or

(c)  
if Morsviazputnik ceases to distribute the Services or Products, directly or indirectly, for any reason.

### **2.4.3**

#### **Consequences of Termination**

(a)  
Termination of the Agreement, does not affect a Party's accrued rights and obligations as at the date of termination.

(b)  
Each Party's further rights and obligations shall cease immediately on termination except that the provisions regarding confidentiality, publicity, limitation of liabilities, indemnities, dispute resolution, notices and governing law shall continue in force, as shall those clauses the survival of which is necessary for the interpretation or enforcement of the Agreement.

(c)  
In the event of termination of the Agreement pursuant to the provisions of termination or force majeure, all amounts due under the Agreement shall become immediately due and payable by the Customer.

(d)  
Upon termination of the Agreement the Customer's rights shall immediately cease in respect of the Services affected by such termination and the Customer shall immediately cease to promote, market and/or advertise the Services subject to such termination, or make use of Trade Marks belonging to Morsviazputnik.

(e)  
Upon termination of the Agreement any licenses granted to the Customer permitting the Customer to use the Trade Marks shall automatically terminate.

(f)  
Upon termination of the Agreement the Customer shall immediately discontinue use of and, as Morsviazputnik may instruct and at the Customer's expense, either promptly return to Morsviazputnik or destroy any material which relates to the Services, including but not limited to promotional material, signs, brochures, advertisements and stationery.

(g)  
Upon termination of the Agreement each Party shall, at the instruction of the other Party, return to the other Party or destroy all material containing any Confidential Information of the other Party.



## 2.5 Shipping of goods

The Customer shall cover all shipping costs to and from Morsviazspunik or any of its affiliates or advised locations; as well as insurance costs for the entire period of time related hereto. All shipments from Morsviazspunik shall be based on INCOTERMS Ex Works.

## 3 Service Agreements

### 3.1 General

The Agreement related to Services has an initial duration period of twelve (12) months. Thereafter, the Agreement will automatically be renewed annually for another 12 months on the same terms unless a Party has terminated the Agreement with a thirty (30) days' prior written notice to the other Party before the end of the Agreement period.

### 3.2 Service Deliveries

Morsviazspunik will deliver services under the following conditions:

(a)

Morsviazspunik shall make the Service(s) available as set forth in the Agreement.

(b)

The Customer shall be entitled to a unique APN string by Morsviazspunik, which shall be used for onboard network operations and operational management purposes only to ensure price package can be offered.

(c)

Upon Customer request, Morsviazspunik will issue a Login for Morsviazspunik Customer Login, that enables the Customer to monitor the traffic (call log) and status of the relevant satellite systems;

### 3.3 The Customer's Obligations

With effect from the Service Availability Date the Customer shall:

(a)

Ensure the continued accuracy of all information that the Customer inputs provided to Morsviazspunik is valid with aircraft or vessel details, aircraft or vessel registration certificate and possible already installed Morsviazspunik or cockpit/onboard communication hardware details for Morsviazspunik to provide best possible service. For the avoidance of doubt, Morsviazspunik shall not be liable for loss of revenue due to incomplete or inaccurate information provided by the Customer; and

(b)

have an obligation to pay charges as outlined in the Agreement, hereunder in the event that the Customer 's failure to comply with the Technological Fraud Prevention Procedures in the Agreement has allowed Technological Fraud to take place.

### 3.4 Regulatory Obligations of Morsviazspunik

Morsviazspunik shall use all reasonable endeavors to procure and maintain any Governmental Authorizations necessary for the provision of the Services and use reasonable endeavors to comply with all statutes, by-laws, regulations and requirements of any government or other competent authority applicable to Morsviazspunik, save always that the procurement or maintenance of all Governmental Authorizations shall be at the reasonable discretion of Morsviazspunik in any country or flag state where the relevant authority imposes onerous financial, commercial or technical requirements as a condition of granting such licenses.

### 3.5 Regulatory Obligations of the Customer

The Customer shall:

(a)

Assume responsibility for all Governmental Authorizations (including activation and billing requirements) that may be required for the service provision or operation of User Terminals by the flag state or in all countries where the Customer carries on business in relation to the Services, or where the User Terminals are used.

On request from Morsviazspunik, the Customer shall use reasonable endeavors to provide documentary proof to Morsviazspunik of any Governmental Authorizations;

(b)

have an obligation in respect of compliance with applicable government export regulations and the like for service and use of User Terminals under Morsviazspunik license in particular countries;

(c)

obtain all registrations under relevant data protection legislation, if any;

(d)

subject to legal obligations (including without limitation, any relating to data protection legislation) which so preclude, provide all information to Morsviazspunik to the extent reasonably necessary to enable Morsviazspunik to respond to regulatory requirements, such as legal intercept/forced routing of traffic, terminal directories or traffic reports in a timely manner;

(e)

assume responsibility for the payment of import taxes and duties arising from the import of User Terminals and promotional goods and/or publicity material for the Services.

### 3.6 Disclaimer

(a)



Morsviazputnik is not liable for the content of the data.

(b)  
Morsviazputnik is not liable for the use of the Services, hereunder but not limited to "out-of-control use" due to sw updates, large file download or upload, streaming, etc.

(c)  
Morsviazputnik is not liable for any Service delay, outage or degradation, temporarily or permanently, or any loss due to reasons that is out of Morsviazputnik's control.

(d)  
The Customer is responsible for correct filling in and signature of the applicable service activation form etc. Morsviazputnik is not liable for any loss due to incorrect information, hereunder incorrect data or aircraft/vessel information received from the Customer.

(e)  
The Services or products may from time to time undergo routine tests and adjustments as necessary for maintenance, modifications, improvements or changes. The Customer acknowledges that such activity may result in a temporary interruption of the Services or products. In most cases the dual redundant nature of the architecture will allow access to data on an alternate server. In cases where the Services or products will be interrupted entirely, Morsviazputnik will make commercially reasonable efforts to alert the upcoming maintenance window in advance, and to select low traffic times.

(f)  
The Customer has the sole responsibility of any and all use of the Services or products, hereunder but not limited to quantity and content. The Customer may only use the Services or products provided by Morsviazputnik where legal and ethical. Any and all files hereunder but not limited to text, numbers, pictures, software packages which are either shared, downloaded and/or uploaded by the Customer through the Morsviazputnik network on a plane and through the Morsviazputnik gateway, disregarding form, is the responsibility of the Customer, and the Customer shall hold Morsviazputnik harmless of any and all claim(s) from any and all third parties relating to any illegal and/or unethical use of said network/gateway. In the event Morsviazputnik is able to document such misuse of the network/gateway, Morsviazputnik may terminate the Agreement with immediate effect. It is the sole responsibility of the Customer to turn off any roaming/automatic update function etc. on relevant equipment.

(g)  
If the Customer, operator or end-user provides Morsviazputnik with incorrect information regarding the on board satellite equipment this may require a change of activation at some point which can cause downtime of communication etc. Morsviazputnik is not liable for downtime of communication etc. caused by incorrect information from the Customer, operator or end-user.

(h)  
A Service may be immediately discontinued in the event Morsviazputnik determines, in its sole judgment, there has been (a) any misuse (including re-selling of Services), illegal use or fraudulent use of any Service, data or equipment, or (b) if the Customer has used or permitted the use of Services for foul or profane expressions or to impersonate another person with fraudulent or malicious intent or in such a way as to annoy, abuse, threaten or harass any person. The Customer will be responsible to and shall indemnify Morsviazputnik for any charges, expenses or losses incurred as a result of misuse, illegal use or fraudulent use of such Service, data or equipment.

(i)  
Morsviazputnik does not provide emergency public safety connections or mission critical messaging through the Service. The Service, in part and entirely, are not certified for safety of life and property.

### **3.7 Variation and Withdrawal of a Service**

(a)  
Morsviazputnik may at any time vary the specification of the Services provided that such variation applies, wherever practical, in a non-discriminatory manner.

(b)  
Morsviazputnik shall notify the Customer in writing of any intended variation to the Services as soon as reasonably practicable and, in any event, no less than thirty (30) days prior to the date on which Morsviazputnik intends to implement such variation, except in the case of an Operational Emergency, in which case Morsviazputnik may make such variation without notice to the Customer. Following an Operational Emergency, Morsviazputnik shall provide notice of any variation to the Customer as soon as is reasonably practicable.

(c)  
Morsviazputnik has the right to withdraw the Services, or any of them, provided always that Morsviazputnik shall, other than in the case of an Operational Emergency or for the purpose of necessary commercial spectrum management, provide no less than twelve (12) months prior written notice to the Customer.

### **3.8 Barring and Suspension of SIM Cards**

(a)  
Without prejudice to any right of termination contained herein, Morsviazputnik may at any time during the term of the Agreement bar or suspend any SIM Card(s) in any country or countries if:

the Customer commits a material breach of the Agreement and such breach is not remedied within thirty (30) days after receiving written notice from Morsviazputnik requiring it to remedy such breach. For the avoidance of doubt, a material breach of the Agreement includes (but is not limited to) failure by the Customer to obtain and/or comply with Governmental Authorizations; or

Morsviazputnik is instructed to do so by a Governmental Body. At the reasonable request of the Customer Morsviazputnik shall use reasonable efforts to provide the Customer with evidence of such instruction by the Government Body.

(b)  
Morsviazputnik shall use reasonable efforts to provide the Customer with prior notice of its intention to bar or suspend a SIM Card and a period of at least thirty (30) days in which the Customer may attempt to remedy the breach.



(c) Morsviazsputnik may bar or suspend any SIM Card without such prior notice if required by any law or regulation, or if in Morsviazsputnik's reasonable opinion any delay in barring the SIM Card may cause loss or damage (including but not limited to loss of reputation) to Morsviazsputnik or the Satellite Communication Enterprise.

### 3.9 Technological Fraud Prevention Procedures

3.9.1 Morsviazsputnik shall assist the Customer whose User Terminal(s) may be compromised by technological fraud, including assisting the Customer with obtaining replacement of User Terminal(s)/SIM Card(s).

3.9.2 The Customer shall:

(a) submit (and provide updates when necessary) to Morsviazsputnik the name(s) and contact numbers of at least two persons who are authorized by the Customer to: receive from Morsviazsputnik notification and information on fraud and suspected fraud;

(b) act on the information received;

(c) bar/unbar, suspend/unsuspended and activate/deactivate any blocking SIM Cards that have been implemented following the detection of technological fraud;

(d) request a User Terminal/SIM Card that has been involved in Technological Fraud to be added to the "Black List";

(e) provide additional information that may be used in the investigation of fraud to Morsviazsputnik such as the 'called' or 'dialed' numbers, etc.;

(f) provide reasonable proof to Morsviazsputnik that the fraud has been committed;

(g) keep Morsviazsputnik informed of any changes to the contact details;

(h) notify Morsviazsputnik immediately of any proven or suspected case of Technological Fraud;

(i) release to the appropriate authorities, on a confidential basis and subject to national law, all commercial and operational data relevant to the investigation of any case of fraudulent use of the system;

(j) implement operational procedures relevant to the management and monitoring of fraud, including the implementation of specific recommendations and measures, as may be amended from time to time in accordance the Agreement;

(k) implement appropriate and commercially reasonable security measures that will limit access to the physical and logical location of the system IDs, SIM Cards and other related service activation information;

(l) immediately notify Morsviazsputnik of any breach of security and provide details of any sensitive data which may have been compromised;

(m) initiate investigations and respond within 24 hours after the information has been provided by Morsviazsputnik on suspected occurrence of technological fraud, or reports of changes in behavioral patterns, and keep Morsviazsputnik informed of the progress of those investigations;

(n) assist Morsviazsputnik in a timely manner in investigating technological fraud committed against the network which may include: providing information such as 'called'/'dialed' numbers, country of call destination (where release of such information is permitted) and other relevant information that may facilitate the resolution of fraud: and facilitating, where practical and permissible, the use of POP, APN or other resources associated with the Satellite Network in order to monitor fraudulent activities.

(o) Where permissible, under the applicable national law and regulation, provide information to Morsviazsputnik if the User Terminal/SIM Card owner verified the call to be invalid or fraudulent, which may include: 'called'/'dialed' number(s), country of destination of the call and other information that could help Morsviazsputnik in helping the Customer to identify the clone.

(p) cooperate with Morsviazsputnik to develop additional, cost- effective technological fraud prevention procedures in the future; and

(p) promptly submit claims for financial relief in accordance with the relevant operational procedures.

3.9.3 Morsviazsputnik shall:

(a)



notify the Customer promptly of any proven suspected case of fraudulent use of Morsviazputnik's system relevant to the obligations of the Customer, except where a reasonable delay is required by Morsviazputnik in order to rectify or confirm the existence of such fraudulent use;

(b) provide the notification of information on fraud to the Customer primarily by electronic message then, the effective date of the notification shall be the date when the electronic message was sent;

(c) provide reasonable assistance to the Customer in providing operational data to the appropriate authorities, on a confidential basis and subject to national law, relevant to the investigation of any case of fraudulent use of the system;

(d) implement operational procedures relevant to the management and monitoring of fraud, including the implementation of specific recommendations and measures, as may be amended from time to time in accordance with the Agreement;

(e) promptly on becoming aware notify the Customer of any breach of security and provide details of any sensitive data deemed by Morsviazputnik to be specifically relevant to the Customer operations which may have been compromised; and

(f) provide reasonable assistance to the Customer in a timely manner in investigating technological fraud.

#### **4 Product Agreements**

##### **4.1 Hardware**

(a) Hardware provided by Morsviazputnik to the Customer shall be deemed to be given on non-exclusive and non-transferrable terms.

##### **4.2 Data license**

(a) Any and all data provided by Morsviazputnik to the Customer shall be deemed to be given on non-exclusive and non-transferrable terms. Such data license(s) shall expire automatically upon expiration or termination of the Agreement, whichever comes first. Morsviazputnik retains all rights to such data and data license(s)

(b) In the event the Customer develops any new data related to the data provided by Morsviazputnik, the Customer shall transfer all rights, hereunder but not limited to ownership, to Morsviazputnik to such new data free of charge. However the Customer shall retain a non-exclusive and non-transferrable license to such data developed by the Customer free of charge, when used by the Customer under the Agreement.

##### **4.3 Software license**

(a) Any and all software provided by Morsviazputnik to the Customer shall be deemed to be given on non-exclusive and non-transferrable terms. Such software license(s) shall expire automatically upon expiration or termination of the Agreement, whichever comes first. Morsviazputnik retains all rights to such software and software license(s).

(b) In the event the Customer develops any new software related to the software provided by Morsviazputnik, the Customer shall transfer all rights, hereunder but not limited to ownership, to Morsviazputnik to such new software free of charge. However the Customer shall retain a non-exclusive and non-transferrable license to such software developed by the Customer free of charge, when used by the Customer under the Agreement.

(c) No rights or licenses are granted by Morsviazputnik to the Customer other than those expressly provided for in the Agreement.

#### **5 Consultancy Services Agreements**

##### **5.1 General**

Morsviazputnik delivers, on Customer request, Consultancy Services within (but not limited to) network analysis, advisory and design, 2<sup>nd</sup> opinion, recommendations, project management, documentation as well as test lab services.

(a) Consultancy Services and deliveries are quoted according to well defined line items (tasks) at standard charges.

(b) Morsviazputnik bases its Consultancy Services and deliveries on official technical documentation and hardware data.

##### **5.2 Disclaimer**

Morsviazputnik is not liable for:

(a) errors occurred due to incorrect or misleading product documentation or specifications;



- (b) Lacking product quality, insufficient or missing product certification conditions;
- (c) any other third part product or services failures out of Morsviazputnik's control;
- (d) Customer's insufficient or incorrect installation, lacking technical documentation or where Morsviazputnik instructions has not been followed;
- (e) In case of usage of any third party hardware, software or services (e.g. server, anti-virus, laptops, etc.), Morsviazputnik takes no responsibility for direct support, warranties, unexpected behavior, or any other obligations towards such services or products. Any such issues will have to be solved directly between the Customer and the third party in relevance and is therefore irrelevant to Morsviazputnik.
- (f) Morsviazputnik is not liable for delays caused by Customer or third party delay.

## 6. Technical Support

### 6.1 In-office support

For in-office technical support the following applies:

- (a) A 24/7 Hotline for basic first-line phone and e-mail support and trouble shooting.
- (b) The hotline is ++74959671896 or e-mail [helpdesk@marsat.ru](mailto:helpdesk@marsat.ru)
- (c) Morsviazputnik strives to solve any case immediately or as fast as possible, depending of the problem and information available. Whenever a technical support case is too complex for immediate solving, or further information is needed or not available, Morsviazputnik may register the case in Morsviazputnik's RT ticketing system at its full discretion. Any RT support ticket will be take action on by appropriate technical staff during office hours.
- (d) The Customer is expected to act cooperative and provide additional information when requested, as this may needed for further clarification and enable Morsviazputnik to trouble shoot and solve the case.
- (e) In-office technical support is free of charge for aircraft tails or maritime vessels registered under Morsviazputnik.

### 6.2 On-site support

For on-site technical support the following applies:

- (a) On-site technical support may be based on Customer request, is part of an ongoing support case or part of a Consultancy delivery.
- (b) Morsviazputnik may charge for on-site support sessions according defined line items (tasks) and travel/accommodation expenses at its full discretion.
- (c) On-site technical support is to be performed through sessions, where each session is to be planned at least 14 working days in advance. Such sessions are typical indicated on the commercial proposal.
- (d) All relevant Morsviazputnik Services shall be activated through Morsviazputnik before integration or Morsviazputnik coming on-site (whatever comes first).
- (e) Installation shall be ready on the aircraft of relevance, with a functioning internet connection before on-site sessions.
- (f) All relevant wiring and equipment shall be present and functioning and available on the aircraft of relevance before on-site sessions.
- (g) It is the Customer's responsibility that the wiring and availability of all involved terminals, hardware, devices, peripherals and their interconnectivity are finalized beforehand (i.e. routers, WiFi, RJ45, laptops, tablets, printers, fax, TV etc.).
- (h) It is the Customer's responsibility that satellite terminal(s) and service(s) subject to on-site support are subscribed and activated with Morsviazputnik beforehand, and that relevant party (i.e. the customer, completion center, MRO, aircraft operator or owner etc.) cover the cost of airtime.
- (i) All on-site work at the premises of the Customer will be performed by citizens of a nationality that might be different from the nationality of the local population, working as consultants out of Morsviazputnik offices. The Customer has no right to request drug tests, criminal conviction





records investigations, or any other tests or investigations that involves the personal integrity of any Morsviazputnik employee, unless agreed in writing with Morsviazputnik before acceptance of the Agreement.

(j)  
Morsviazputnik has no right to assign any employee whom to Morsviazputnik's knowledge is convicted of any crime illegal by Russian standards or is misusing any drugs illegal in Russia, to work on any project with the Customer, unless agreed in writing with the Customer before acceptance of the Agreement.

(k)  
In case of suspicion beyond reasonable doubt of security breach by a Morsviazputnik employee working at the Customer's facilities or on their projects, the employee in question shall be suspended from the facilities or project and be substituted by a person appointed by Morsviazputnik at the earliest time possible to minimize work impact. If, after investigations, the suspicion was correct and found to have been affecting the work or general security of the Customer, Morsviazputnik shall bear all cost in relation to the substitution of such employee, and if not correct all such cost shall be charged to the Customer for immediate payment.

(l)  
Morsviazputnik complies with the laws of Russia in addition to strict internal non-discrimination policies for employment and advancement without regards to race, religion, color of skin, sex, age, handicap, sexual orientation or national origin, but Morsviazputnik is not obligated to be in compliance with any other country's laws and/or regulations. Any specific questions by the Customer to Morsviazputnik with regards to such matters, shall be raised before accepting the Agreement.

(m)  
Preventing unintended satellite airtime usage is the responsibility of the Customer, as long as a Morsviazputnik representative is not physically at the terminal. Morsviazputnik will although continuously provide all its assistance with the Customer, for the purpose of preventing any form of misuse that causes unnecessary airtime usage.

(n)  
Whenever possible, alternative Internet access shall be used instead of satellite link, to increase efficiency and prevent out- of-control satellite airtime usage. This includes high speed internet at the Customer's facility.

## **7. Invoices and Payments**

### **7.1 Invoices**

Morsviazputnik invoices are to be paid in full by the Payment Due Date.

### **7.2 Invoice Disagreement**

(a)  
The Customer shall notify Morsviazputnik as soon as possible but no later than thirty (30) days after the date of an invoice of any disagreement regarding the charges set out in that invoice. Any such notice shall be in writing and shall include the reasons for the disagreement and, if applicable, a preliminary quantification of the disputed amount by means of a comparison of Morsviazputnik's traffic statement underlying the invoice, or part thereof, with the Customer's own Call Data Records. If the Customer fails to provide to Morsviazputnik the Customer's relevant Call Data Records or any other relevant records within thirty (30) days from the date of receipt of the invoice, the invoice shall be deemed to be undisputed and immediately payable in full by the Customer. Following provision of the Customer's relevant Call Data Records, Morsviazputnik and the Customer shall enter into discussions and shall use their reasonable commercial efforts, including reciprocal provision of relevant records, to resolve disputes within ninety (90) days from the date of the invoice.

(b)  
The Customer shall in all circumstances pay the undisputed amount of any invoice by the relevant Payment Due Date. Morsviazputnik shall issue a separate invoice for the undisputed amount.

(c)  
In the event the Parties are unable to resolve a dispute concerning all or a portion of an invoice within the ninety (90) day period, such dispute shall be deemed to be a formal dispute. In the event of a formal dispute, Morsviazputnik and the Customer, acting through their respective chief financial officers (or their designates), shall act in good faith to attempt to resolve the dispute within thirty (30) days following initiation of the formal dispute.

(d)  
In the event Morsviazputnik and the Customer are unable to resolve the dispute within the thirty (30) day period specified therein, the dispute shall be determined in accordance with the Agreement. Where any payment made has resulted in either an underpayment or an overpayment by the Customer, such underpayment or overpayment shall be paid by the Customer or refunded by Morsviazputnik, as appropriate within fourteen (14) days of the determination resolving the dispute.

### **7.3 Payment**

(a)  
Payments shall be wire transferred to Morsviazputnik's bank according the relevant IBAN/SWIFT and currency codes appearing on the invoice.

(b)  
All costs related to the transfer and any bank charges on both transmitting and receiving side is covered by the Customer.

(c)  
Payment is considered received when received in immediate available funds in Morsviazputnik's bank account.

### **7.4 Late payment**

(a)  
In case of delayed payment Morsviazputnik will charge the Customer with interest on the amount due with three (3) per cent per month as from the Payment Due Date.



(b)  
If any payment required under the Agreement has not been received by Morsviazputnik by the Payment Due Date, Morsviazputnik may serve a written demand for payment. If the payment to which such written demand refers remains outstanding for thirty (30) days following receipt of such written demand, Morsviazputnik may suspend the provision of any service under the Agreement and/or bar or suspend any SIM Card. In the case where payment remains outstanding for more than forty-five (45) days after the date on which Morsviazputnik becomes entitled to suspend any service, Morsviazputnik shall have a right to terminate the Agreement forthwith.

### **7.5 Morsviazputnik's right to vary the payment provisions**

(a)  
If the Customer or an entity guaranteeing the Customer's obligations under the Agreement, defaults on its prime borrowings, enters administration, becomes insolvent, or if its financial position is such that, within the framework of applicable national law, legal action leading toward winding-up, bankruptcy, or dissolution may be taken, the payment due date shall be automatically reduced to seven (7) days and Morsviazputnik may require payment on demand of all outstanding amounts due and payment in advance in respect of the provision of Services in the future.

### **8 Taxes and Tax Credits**

(a)  
The Customer shall be liable for all taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of, the Services or Products by any authority having the power to impose such taxes, whether or not the taxes described therein are collected by withholding or otherwise.

(b)  
Morsviazputnik shall remain responsible for any income tax imposed on its profits or net income by taxation authorities in any territory as a result of Morsviazputnik maintaining a permanent establishment in that territory. In the event that Morsviazputnik is responsible for an income tax in accordance with this Clause and the Customer may be required to withhold and remit to a taxation authority by deduction or otherwise, on or in respect of any amount to be paid by the Customer to Morsviazputnik under the Agreement as installment or other payment of Morsviazputnik's income tax liability, such amount withheld and remitted shall be considered paid to Morsviazputnik by the Customer. The Customer shall provide reasonable assistance to Morsviazputnik in its discussions with the relevant taxation authorities to minimize the amount of such withholdings or deductions including the provision of tax certificates to determine the amount of tax withheld.

(c)  
In the event that any tax, duty, impost, levy or like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by the Customer to Morsviazputnik, or which the Customer may be required to withhold in respect of any amount due to Morsviazputnik under the Agreement, such tax, duty, impost, levy or like charge shall be for the account of the Customer and the Customer shall pay to Morsviazputnik such an amount as to yield to Morsviazputnik a net amount equal to the amount that but for such tax, levy, impost or charge would have been received by Morsviazputnik. Morsviazputnik shall provide, insofar as it is able, reasonable assistance to the Customer to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty;

(d)  
If, and to the extent that, the Customer pays a tax in accordance with the Agreement and Morsviazputnik receives and retains the benefit of a refund of a tax or credit against income tax imposed on its profits or other tax liability which is attributable to the tax paid by the Customer (a "Tax Credit"), Morsviazputnik shall reimburse such amount to the Customer or, at the Customer's option, the Customer may deduct the applicable amount from amounts payable to Morsviazputnik hereunder, provided Morsviazputnik is satisfied with the nature, amount and form of any such reimbursement, including the provision of tax certificates to determine the amount of tax withheld. Morsviazputnik shall be deemed to have received and retained the benefit of a Tax Credit when such a claim for such credit has been agreed and accepted by the relevant tax authority. A Tax Credit shall be deemed to arise to the extent that Morsviazputnik's current year tax payments are lower than they would have been without the benefit of said Tax Credit. Use of Tax Credits shall be determined under a first-in, first-out basis;

(e)  
The Customer may identify a Tax Credit for which Morsviazputnik may be eligible and assist Morsviazputnik in claiming such Tax Credit. In the event the Customer claims a reimbursement hereunder, the Customer shall identify any such Tax Credit to Morsviazputnik and provide all necessary information and assistance to Morsviazputnik to claim such Tax Credit. Morsviazputnik shall make reasonable efforts to claim Tax Credits so identified, save that Morsviazputnik is under no obligation to claim a Tax Credit or pursue a Tax Credit that has been denied by tax authorities beyond the normal representations of Morsviazputnik to such tax authorities. Morsviazputnik shall assist the Customer in further pursuit of denied Tax Credits provided the Customer bears all costs of external advice or representations to the tax authorities or other relevant levels of appeal.

(f)  
In the event of an audit or other enquiry by any relevant tax authority related to taxes or Tax Credits related to the Services or Products, the Parties shall provide such information to the authorities as may reasonably be regarded as necessary to comply with such audit, subject only to limitations imposed by law, confidentiality agreements with third parties, or where the information is deemed to be commercially sensitive.

### **9. Warranties**

9.1  
Each Party to the Agreement warrants and represents that:

(a)  
it has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its rights, and perform its obligations under the Agreement;

(b)  
performance of its obligations under the Agreement shall be undertaken by personnel that are adequately experienced, trained, qualified and skilled;

(c)  
the Agreement constitutes a legal, valid and binding obligation upon it and is executed by a duly authorized representative of the Party;

(d)



the execution of the Agreement and the performance of its obligations under the Agreement do not and shall not breach the terms of any order, decree, judgment, arrangement, understanding, instrument or agreement to which it is a Party, or by which it is otherwise bound;

(e)  
it has not suffered an Insolvency Event and has no reason to believe it shall suffer an Insolvency Event;

(f)  
it has not and shall not incur any liability or assume any obligation of any kind on behalf of the other Party; and

(g)  
it has not and shall not in any way pledge or purport to pledge credit or accept any order to make any contract binding upon the other Party.

9.2  
Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 10 Publicity

10.1  
The Parties shall not release into the public domain without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed) any publicity, including but not limited to news releases, articles, brochures, advertisements or prepared speeches concerning the Agreement or the Service(s) or Product(s) performed or to be performed under the Agreement.

10.2  
In order for a Party to provide the approval referred above, the Party shall be given a reasonable time to review the proposed publicity prior to the date scheduled for its release. A Party reserves the right to refuse, amend, or delay publication in the event it believes that such publication may:

(a)  
be misleading, inaccurate or otherwise breach any laws or regulation;

(b)  
cause material damage or loss to the Party or its reputation; or

(c)  
breach any term of the Agreement.

## 11 Confidentiality

11.1  
"Confidential Information" means all information of a confidential nature disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the date of the Agreement including, without limitation, information relating to the Disclosing Party's business affairs, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets and market opportunities.

11.2  
During the term of the Agreement and after termination or expiration of the Agreement for any reason the Receiving Party:

(a)  
shall keep the Confidential Information confidential;

(b)  
may not disclose the Confidential Information to another person except with the prior written consent of the Disclosing Party or in accordance with the Agreement; and

(c)  
may not use the Confidential Information for a purpose other than the performance of its obligations under the Agreement.

11.3  
During the term of the Agreement the Receiving Party may disclose the Confidential Information to the following to the extent reasonably necessary for the purposes of the Agreement:

(a)  
its employees;

(b)  
third parties as required to comply with applicable laws or regulation including that of any governmental body or regulatory authority or as required as part of a debt financing or financial restructuring process;

(c)  
its professional advisers; or

(d)  
rescue agencies for the purposes of assisting in distress and safety missions (each a "Recipient").

11.4



So far as reasonably practicable, the Receiving Party shall ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under the Agreement as if the Recipient was a Party to the Agreement.

11.5

The obligation of secrecy shall not apply to Confidential Information which:

- (a) at the date of the Agreement, or at any time after the date of the Agreement comes into the public domain other than through breach of the Agreement by the Receiving Party or a Recipient;
- (b) can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- (c) subsequently comes lawfully into the possession of the Receiving Party from another.

11.6

Upon request from the Disclosing Party the Receiving Party shall promptly return to the Disclosing Party or destroy (as requested) all originals and/or copies of Confidential Information.

11.7

Either Party may disclose all or part of the terms of the Agreement to the extent necessary to comply with the requirements of any other listing or securities filing authority should that Party seek such listing or filing for itself or, if part of a wider group of companies, should its direct or indirect parent company so seek such listing or filing.

**12 Limitation of Liability**

12.1

The Parties shall not be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, for direct or indirect loss of profit, loss of goodwill, business opportunity or anticipated saving, or for indirect or consequential loss or damage, arising under or in connection with the Agreement.

12.2

Nothing in the Agreement operates to exclude or restrict a Party's liability for (a) death or personal injury resulting from its negligence or (b) that Party's fraud.

12.3

Except as set out in the Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including without limitation the Services and Products) are excluded to the fullest extent permitted by Russian law.

12.4

The Parties shall not be liable for loss suffered as a result of damage to, disclosure or the corruption or loss of, data or information transmitted under the Agreement.

12.5

A Party's aggregate liability to the other Party under or in connection with the Agreement shall at all times be limited to an amount equal to the total payments which have fallen due to Morsviazputnik under the Agreement during the twelve (12) month period immediately preceding the relevant time.

12.6

The limitation of liability in this Clause does not apply to the Customer's payment obligations for the Services or Products delivered by Morsviazputnik in accordance with the Agreement.

12.7

The Customer accepts that the Indemnified Parties do not accept liability to any Person (including the Customer and their Affiliates) in connection with the provision of, or failure to provide, the Services:

- (a) for negligence, breach of contract, misrepresentation or for direct or indirect loss of profit, indirect or consequential loss or damage, including but not limited to loss of goodwill, business opportunity or anticipated saving;
- (b) for any loss or damage suffered as a result (whether direct or indirect) of degradation, failure or unavailability of the Services or the Service Levels, save to the extent caused by an event of gross negligence, willful misconduct and/or fraud by the Indemnified Parties; or
- (c) for death or personal injury, except in the case of death or personal injury resulting from the Indemnified Parties' negligence or fraud.

**13 Indemnities**

13.1

Subject to the provisions contained above, each Party (the "Indemnifying Party") shall defend, hold harmless, indemnify and keep indemnified on demand the other Party (the "Indemnified Party") against each loss, liability and cost arising out of or in connection with:

- (a) a breach of the Agreement by the Indemnifying Party;
- (b) failure by the Indemnifying Party to comply with any laws and/or regulations that are applicable to it in connection with the Agreement; or



(c) failure by the Indemnifying Party to obtain any Governmental Authorization that is required in order for the Indemnifying Party to carry on business.

13.2 Subject to the provisions contained above, the Customer shall defend, hold harmless, indemnify and keep indemnified on demand the Indemnified Parties against each loss, liability and cost arising out of or in connection with:

(a) a claim by a third party, however arising, as a result of or in connection with an alleged breach by the Customer of its obligations under the Agreement;

(b) a claim by a third party, however arising, as a result of or in connection with any act or omission of the Customer.

#### **14 Defense of Indemnified Claims**

14.1 With respect to any claim for damage or loss that is required to be indemnified hereunder, the Indemnifying Party shall, at its own expense, defend any such claim subject to the conditions that the Indemnified Party (or, as the case may be, the other Indemnitees) shall give the Indemnifying Party reasonable notice of the receipt of any such claim, and provide such cooperation to the Indemnifying Party as is reasonably necessary for the defense of the claim, including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court processes, the provision of all relevant information and documents, and providing reasonable access to relevant employees.

14.2 If the applicable law does not permit the Indemnifying Party to defend the claim as contemplated herein, the Indemnified Party shall conduct its defense under instructions from the Indemnifying Party and shall not make any admissions, settlements or compromises without the prior written consent of the Indemnifying Party.

#### **15 Force Majeure**

15.1 "Force Majeure Event" means an event beyond the reasonable control of a Party ("the Affected Party") including, without limitation, strike, lock out or labor dispute (except where the same solely relates to the Affected Party's workforce), act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction (other than as a result of an act or omission by the Affected Party), accident, breakdown or unavailability of plant or machinery, fire, flood, storm, externally caused transmission failure or Satellite failure or Satellite launch failure or delay or Satellite malfunction which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the Affected Party.

15.2 If the Affected Party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by a Force Majeure Event:

(a) the Affected Party's obligations under the Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

(b) as soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;

(c) the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement; and

(d) as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Agreement.

15.3 If the Force Majeure Event continues for more than six (6) months starting on the day the Force Majeure Event starts, a Party may terminate the Agreement by giving not less than thirty (30) days' prior written notice to the other Party.

#### **16 Assignment**

The Parties may not assign or transfer a right or obligation under the Agreement, except that it may assign any of its rights or transfer any of its obligations to any Affiliate of the Party pursuant to any intra-group reconstruction or reorganization of the Party or of its business; or a third party with the prior written consent of the other Party, which is not to be unreasonably withheld; and provided that in either circumstance the Party shall remain liable to the other Party for all of its obligations under the Agreement.

#### **17 Amendments**

17.1 Save where otherwise expressly permitted hereunder, the Agreement shall not be amended or modified in any manner by the Parties except by agreement in writing signed by both Parties, provided always that Morsviazputnik may amend or vary any of the provisions of the Agreement upon provision to the Customer of sixty (60) days prior written notice and provided that Satellite Communication Enterprise has required a corresponding amendment in the agreement between Satellite Communication Enterprise and Morsviazputnik. Within such sixty (60) day period Morsviazputnik shall endeavor to give at least a thirty (30) day period to the Customer for the purpose of consultation.



Notwithstanding the above Morsviazputnik is entitled to amend these General Terms and Conditions with a notice of 30 days.

## **18 Waiver**

18.1  
No delay in exercising or failing to exercise by either Party of any right or remedy hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of any of the Parties' rights or remedies hereunder.

18.2  
No waiver by either Party of any particular default by the other Party shall affect or impair either Party's rights in respect of any subsequent default of any kind by the other Party, nor shall any delay or omission of either Party to exercise any rights arising from any default affect or impair a Party's rights in respect of the said default or any other default of the other Party hereunder. Subsequent acceptance by Morsviazputnik of any payments by the Customer shall not be deemed a waiver of any preceding breach by the Customer of any of the terms or conditions of the Agreement.

## **19 Invalidity**

Should any provision of the Agreement be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision shall be given no effect and shall be deemed not to be included in the Agreement without invalidating any of the remaining provisions of this Agreement. The Parties shall forthwith enter into good faith negotiations to amend the Agreement in such a way that, as amended, is valid, legal, enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal and/or unenforceable provision.

## **20 Relationship of the Parties**

(a)  
The Parties intend that the relationship created between them by the Agreement shall be as independent contractors. The Agreement is not to be construed in any way as creating any partnership, principal-agent, master-servant, joint venture or other similar relationship between the Parties.

(b)  
The Customer shall use the Trade Marks in all promotional, marketing and advertising material only by the prior written consent of Morsviazputnik.

## **21 Rights of Third Parties**

Morsviazputnik shall have the right to audit the information provided regarding the identity of the Customer. Where Morsviazputnik in its reasonable opinion concludes that there is a misuse of the Service Morsviazputnik may decide at its sole discretion to either terminate such Package and Package Rate Plan (PRP) or, refuse to make such PRPs available to the Customer in the future, retrospectively charge the Customer for all traffic that has been the subject of such abuse at the normal rate that would ordinarily have applied to such traffic using the regular wholesale charges that would have applied to each individual SIM or such other action as it sees fit.

## **22 Patents, IPR and copyrights**

22.1  
Any and all data, information, notes, drawings, discoveries and any intellectual property including patents, trademarks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and email addresses, unregistered trademarks and service marks, copyrights, database rights, rights in software, know how, rights in designs and inventions or similar, whether patented or not related to Morsviazputnik work under the scope of the Agreement or through additional work requested related to the Agreement ("Information") is and remains the sole property of Morsviazputnik. Except as otherwise provided in the Agreement, no express or implied licenses relating to Information are granted to the Customer under the Agreement. The Customer shall distribute Information only on a need to know basis to its employees and only if relevant cf. the scope of the Agreement. Information may not, without the consent of Morsviazputnik, be copied, reproduced, transmitted or otherwise communicated to any third party.

22.2  
Morsviazputnik is not obliged to, and will not, disclose any Information, except relevant user-level description of features and associated user procedures necessary for the Customer to utilize the deliverables under the scope of the Agreement.

22.3  
The Customer is only granted a right to use, covering the time period in the Agreement but solely in relation to the single aircraft included by the scope of the Agreement. The Customer disclaims any other rights in relation to deliverables referred to in this section.

22.4  
Payment for all deliverables referred to in this section, shall be deemed as a license fee in relation to the granted right to use. The Customer shall have no right to the deliverables, other than the license.

22.5  
All software development associated with the Agreement will be performed at Morsviazputnik offices. The Customer obtains no title to such software (including source code, manuals and other documentation material), but solely a perpetual (unless otherwise agreed in the Agreement), non-exclusive, non-transferable right to use the software unless otherwise agreed upon between the Parties in writing. If not otherwise stipulated by mandatory law, the Customer may not copy, alternate, decompile or reverse engineer the software without the express written consent of Morsviazputnik.

## **23 Import and Export**

23.1  
The Customer is responsible for compliance with all import and export control laws and regulations. The Customer will obtain import, export, and re-export approvals and licenses required for Services, Products, data, etc. delivered and will retain documentation evidencing compliance with those laws and regulations.

23.2

# *Morsviazputnik General Terms and Conditions*



Morsviazputnik will not be liable to the Customer for any failure to provide Services, Products, data, etc. as a result of government actions that impact Morsviazputnik's ability to perform, including the government's failure to provide, or the government's cancellation of, export or re-export licenses, any subsequent governmental interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Morsviazputnik's performance or delays due to the Customer's failure to follow applicable import, export, transfer or re-export laws and regulations.

## **24 Disputes**

24.1  
Any dispute related to the Agreement shall be governed by the laws of Russia, disregarding any and all provision(s) that might lead to the choice of any foreign law. Any disputes between the Parties shall be settled by the Russian Institute of Arbitration, by three arbitrators to be appointed by the Russian Institute of Arbitration. The arbitration award shall be final and binding upon both parties. The venue of the arbitration shall be in Moscow, Russia. The arbitration shall be conducted in the Russian language.

24.2 Notwithstanding clause  
24.1, the Parties shall be entitled to prevent a breach of the obligations pursuant to the Agreement through the issue of an injunction before the ordinary courts of law or such remedy that might be an alternative to an injunction.

-end-  
Effective as of January 2016