



Gogo Business Aviation LLC

Subscriber Service Agreement

This Subscriber Service Agreement ("**SSA**") consists of this Order Form (Sections 1, 2, and 3), the General Terms and Conditions for Aircraft Wireless Communications and Content Delivery Services, Addendum A, Addendum B, and the Terms of Use and Privacy Policy posted at www.gogoair.com/policies (the "**Site**").

Allow at least 2-3 business days from Gogo Business Aviation's receipt of a completed SSA for activation of communications services and to set up the billing account.

Provide complete information, sign agreement, and email to bacustomerservice@gogoair.com.

For questions, contact Gogo Business Aviation:

Phone: +1-303-301-3278 (Worldwide)
Mon-Fri 7:30 AM to 5:00 PM USA-Mountain Time

Email: bacustomerservice@gogoair.com

This document contains information which is proprietary and confidential to Gogo Inc. and its subsidiaries, including Gogo Business Aviation LLC and Satcom Direct LLC ("Gogo"). Neither this document or the information contained within may (i) be used for any purpose other than the purpose for which it was prepared; or (ii) be disclosed or copied without the prior written permission of Gogo. This document does not contain technical data as defined in the International Traffic In Arms Regulations (ITAR) 22 CFR 120-130.

Section 1 – Customer Address & Contact Information

(Sections 1 and 2 to be filled out and signed by aircraft owner/operator)

Customer Information

Billing Address

Company Name – Aircraft Owner / Operator

Billing Street Address Line 1

--	--

Billing Street Address Line 2

City

State

--	--	--

Country

Postal Code

--	--

Hangar Address (if different than Billing Address above)

Company Name – Aircraft Owner / Operator

Hangar Street Address Line 1

--	--

Hangar Street Address Line 2

City

State

--	--	--

Country

Postal Code

--	--

Main Contact (required) – Contact will receive monthly invoices and usage alerts

First Name

Last Name

--	--

Email

Office Phone

Cell Phone

--	--	--

Chief Pilot (required)

First Name

Last Name

--	--

Email

Office Phone

Cell Phone

--	--	--

Director of Maintenance (required)

First Name

Last Name

--	--

Email

Office Phone

Cell Phone

--	--	--

Additional Billing Contact - Contact will receive monthly invoices and usage alerts

First Name

Last Name

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Email

Office Phone

Cell Phone

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Please indicate the primary use of the aircraft (please select one option):

Corporate ☐ Private Owner Flown ☐ Fractional ☐ Charter/Managed ☐ Scheduled ☐ Military ☐ Government ☐ Other ☐

Section 2 – Services & Billing

(Sections 1 and 2 to be filled out and signed by aircraft owner/operator)

—Please Type or Print Clearly—

Gogo Biz® Data (Air-to-Ground Service, Requires an ATG Receiver-Transmitter)

Gogo Biz Data Plans for ATG 1000, ATG 2000, ATG 4000, and ATG 5000 – Choose one of the following plans (refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Gogo Biz Pro ⁽¹⁾ ☐

Gogo Biz 2500 ☐

ATG 1000 Hourly ⁽²⁾ ☐

ATG 2000 Hourly ⁽³⁾ ☐

⁽¹⁾ Gogo reserves the right to exclude the following parties from the Gogo Biz Pro plan. Aircraft subject to FAR Part 91 Subpart K (fractional operators), FAR Part 135.107, FAR Part 125.269, and FAR Part 91.533 (aircraft with more than 19 seats excluding the pilot seat), and FAR Part 135 (charter operators) whose data usage exceeds 5 GB for three or more months out of a 6-month period. These exclusions also apply to similar types of non-US registered aircraft.

⁽²⁾ ATG 1000 Hourly plan is only available to customers with a P15864-002 and an ATG 1000 Configuration Level installed. This is the only plan available with this equipment.

⁽³⁾ ATG 2000 Hourly plan is only available to customers with a P15864-002 and an ATG 2000 Configuration Level installed. All but the ATG 1000 hourly plan are available with the ATG 2000 Configuration Level.

Gogo Biz Data Plans for AVANCE L3* – Choose one of the following plans (refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Gogo Biz Pro ⁽¹⁾ ☐

Gogo Biz 2500 ☐

Gogo Biz Hourly ⁽²⁾ ☐

⁽¹⁾ Gogo reserves the right to exclude the following parties from the Gogo Biz Pro plan. Aircraft subject to FAR Part 91 Subpart K (fractional operators), FAR Part 135.107, FAR Part 125.269, and FAR Part 91.533 (aircraft with more than 19 seats excluding the pilot seat), and FAR Part 135 (charter operators) whose data usage exceeds 5 GB for three or more months out of a 6-month period. These exclusions also apply to similar types of non-US registered aircraft.

⁽²⁾ Gogo Biz Hourly plan is only available with Plus Experience Level on the AVANCE L3 network.

Gogo Biz Data Plans for AVANCE L5 – Choose one of the following plans (refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Non-Streaming Plans:

Gogo Biz 4G 2500 ☐

Gogo Biz 4G Pro ☐

Streaming Plans:

Gogo Biz 4G Limitless ⁽¹⁾ ☐

⁽¹⁾ Includes Vision 360 at no extra charge.

Gogo Galileo Plans for HDX

Gogo Galileo Plans for HDX – Choose one of the following plans refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Gogo Galileo + ATG ⁽¹⁾ ☐ Gogo Galileo Unlimited ⁽¹⁾ ☐ Gogo Galileo 50000 ☐ Gogo Galileo 25000 ☐

⁽¹⁾ Includes Vision 360 at no extra charge.

Gogo Biz® Voice / Gogo Skyline

Gogo Biz Voice / Gogo Skyline Plans* – Choose one of the following four plans (refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Gogo Biz Voice - Silver☐

Gogo Biz Voice – Gold☐

Gogo Biz Voice - Platinum☐

Gogo Biz Voice - Corporate☐

Gogo Biz® Voice service can be used on either a cabin handset, or on a personal mobile device via the Gogo Skyline application. The use of Gogo Biz Voice requires the purchase of entitlements from your dealer to enable these features in your system; entitlements are not required with AVANCE equipment. Voice minutes used on both cabin handsets and personal mobile devices are pooled and drawn from the above chosen Voice plan.

*** Data and voice plans will be displayed as two separate service charges on your Gogo Business Aviation invoice.**

Gogo Vision (refer to <https://gogoair.com/gogo-vision-360/> for plan details):

Gogo Vision Service Plan

Gogo Vision 360☐

Gogo Vision+☐

Gogo Vision is aviation's most popular entertainment & information service; fully integrated into every AVANCE system. Watch the latest movies and TV shows from top studios, immerse yourself in our 3D interactive flight information experience, update content wirelessly with Cloudport, and so much more. The Gogo Vision + service is also available as a prepaid, one-time fee through Gogo's authorized dealer and OEM network. Please contact your Gogo representative for details.

Gogo Business Aviation SwiftBroadband (Requires an Inmarsat SwiftBroadband Satcom System)

Gogo's SwiftBroadband service is tarified by the number of Megabytes (MBs) transferred each month. The first 40 MBs are included with the \$125 monthly fee. For annual plan pricing, please contact your Gogo sales representative.

SwiftBroadband Data Service Plan

Pay-As-You-Go☐

Iridium® Satellite Communications Service

Iridium Voice Service Plan (refer to <https://business.gogoair.com/how-to-buy/data-voice-plans/> for plan details):

Bronze

☐

Silver

☐

Gold

☐

Platinum

☐

Corporate

☐

Iridium Optional Services (refer to <https://gogoair.com/how-to-buy/data-voice-plans/> for descriptions and service pricing)

Iridium Fax Service (Y/N)

Fax Activated on Channel Number (1,2,3,4)

UniHub "J5" No. (printed on back of unit)

☐☐

Iridium Short Burst Data Service* (Y/N)

DIU on Channel Number (1,2,3,4)

DIU Serial Number (for Axxess P12023 or P12023-001)

☐☐

Iridium FANS Over Iridium (Y/N)**

☐

Short Burst Data / FANS Service Provider (if selected above)

Satcom Direct FDF

☐

Honeywell GDC

☐

ARINC Direct

☐

Universal

☐

*** Iridium Short Burst Data Service (SBD) is only needed if you wish to add global satellite coverage to your existing VHF data link for communicating ACARS / AFIS or Flight Tracking data. Most data applications over Iridium require SBD to be activated and require a Gogo Data Interface Unit to be installed. Note – VHF communications services are not provided by Gogo Business Aviation.**

**** FANS Over Iridium is only available for P12023-001 and P17500. This service requires a -400 software key for P17500.**

Billing Agent

For each service that applies to this aircraft, select one of the Billing Agent options shown below:

	Gogo Business Aviation	ARINC Direct	[Satcom Direct]
Iridium Voice / SBD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gogo Biz Service	<input type="checkbox"/>		
Inmarsat SwiftBroadband	<input type="checkbox"/>		

Please Note: Depending on the collection of services provided and your selection of Billing Agents, you may receive separate invoices, each covering different elements of the overall service package (e.g. If your aircraft is equipped with an ST 4200 and an ATG 4000, the Iridium service could be invoiced by ARINC Direct or [Satcom Direct], and the Gogo Biz data/voice service invoice would come from Gogo Business Aviation).

Gogo Business Aviation invoices for communications services are to be paid in U.S. Dollars. Customers located within the United States can elect to pay for services by credit card ⁽¹⁾, ACH ⁽²⁾, check or wire transfer⁽²⁾. International Customers can pay invoices using a credit card ⁽¹⁾ or wire transfer ⁽²⁾. As indicated by the choices below, Customers can elect to receive invoices by mail, email with a PDF attachment ⁽⁴⁾, or both mail and email.

Please select an Invoice Preference

Mail ⁽³⁾	<input type="checkbox"/>	Email (PDF) ⁽⁴⁾	<input type="checkbox"/>	Both	<input type="checkbox"/>
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IMPORTANT NOTES

⁽¹⁾ Gogo Business Aviation accepts: Visa, MasterCard, American Express, Discover, eCheck, and AVCARD. *Credit card information is not needed at this time. With your first invoice you will receive instructions on how to log into the Gogo Business Aviation eBill portal. Your credit card details can be entered at that time via a secure https link.*

⁽²⁾ Contact Gogo Business Aviation Customer Service to receive further information on ACH or Wire Transfers (1.303-301-3278 or bacustomerservice@gogoair.com).

⁽³⁾ In the interest of being environmentally conscious you are encouraged to select Email (PDF). Additionally, Gogo reserves the right to charge a nominal fee for preparation and mailing of paper invoices. Refer to paragraph 7 in the General Terms and Conditions.

⁽⁴⁾ Email (PDF) is the default method of providing invoices if no selection is made.

[Remainder of page intentionally left blank; Signature page follows.]

CUSTOMER OR
AUTHORIZED REPRESENTATIVE: Signature _____ Date _____
Name _____
Title _____

Section 3 – Installer and Aircraft System Information

(Section 3 to be filled out by system installer or aircraft owner/operator)

Installer Information

Installer Company Name		Street Address Line 1	
Street Address Line 2		City	State
Country	Postal Code	Phone	Fax

Installer Contact (required)

First Name	Last Name
Email	Phone

Aircraft

Make	Model	Serial Number	Registration Number (Tail No.)

Country of Registration	Mode S Code (ICAO Address)

Planned Delivery Date of Aircraft and Gogo System to Customer

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Gogo Business Aviation Receiver-Transmitter ATG, AVANCE L3, and AVANCE L5 Products (This data to be provided by Gogo Business Aviation or the Installer)

Part Number	Serial Number

ATG 1000 or 2000 Only

Configuration Level/Part Number (CL-1000 or CL-2000)

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AVANCE L3 Experience Level (refer to www.gogoair.com for experience level details):

Plus Max

Gogo Galileo – Antenna details (This data to be provided by Gogo Business Aviation or the Installer)

Part Number	Serial Number

Axxess Configuration Module *(This data to be provided by Gogo Business Aviation or the Installer)*

Part Number

Serial Number

P14126Gogo Business Aviation Assigned Aircraft ID Number⁽¹⁾⁽¹⁾ Please refer to the installation manual for instructions on how to obtain this number by connecting a PC to the system maintenance port.**Gogo Business Aviation Iridium Receiver-Transmitter Details** *(This data to be provided by Gogo Business Aviation or the Installer)***ST3100/4200/4020**

Part Number

Serial Number

Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

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Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

--	--	--	--	--

Part Number

Serial Number

Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

--	--	--	--	--	--	--

Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

--	--	--	--	--

ST4300

Part Number

Serial Number

Ch.

IMSI

IMEI

		SBD	--			--
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Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

1				
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Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

2				
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Ch.

MSISDN (Ph. Number)

IMSI

IMEI

SIM ICCID

3				
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Inmarsat SwiftBroadband Systems *(This data to be provided by Gogo Business Aviation or the Installer)*

SwiftBroadband Receiver-Transmitter Details⁽²⁾

Part Number	Serial Number
<input type="text"/>	
Make	Model
<input type="text"/>	<input type="text"/>

SwiftBroadband Antenna Details

Make	Model
<input type="text"/>	<input type="text"/>

SwiftBroadband Antenna Type

Low Gain	Intermediate Gain	High Gain
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SwiftBroadband Configuration Module Details

Part Number	Serial Number
<input type="text"/>	<input type="text"/>
IMSI #1	IMSI #2
<input type="text"/>	<input type="text"/>
IMSI #3	IMSI #4
<input type="text"/>	<input type="text"/>

⁽²⁾ An existing Part 87 license (or, if applicable, any other applicable license under applicable law) is required for operation of SwiftBroadband. It is the responsibility of the owner/operator to acquire such license.

Feature Entitlements / Software Keys (if applicable)

Entitlement Name	Part Number	Serial Number	Software Key ⁽¹⁾
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

⁽¹⁾ Software Key to be obtained from Gogo Business Aviation Customer Service or directly from the customer portal (DASH). See instructions sent with the Entitlement.

Other Gogo Business Aviation Products Installed – CTR, Handsets, DIU, SIU, etc.

Product Name	Part Number	HW Rev	SW Ver.	Product Serial Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Aircraft Wireless Communications and Content Delivery Services

The aircraft wireless communications and content delivery services ("the **Services**"), broadband voice or vision as indicated on the Order Form, provided to you are governed by these General Terms and Conditions and the Terms of Use and Privacy Policy posted at the Site. The Services are provided to you, the Customer identified in the Order Form, by Gogo Business Aviation LLC ("**Gogo**") and/or our partners. Activation ("**Activation**") of your Gogo communications system (the "**System**") and/or associated telephone number(s), as applicable, signifies your consent to these terms, which apply to any use of the Services through your System.

1. **System.** The Services are provided through different Systems with separate equipment: (a) the "**Gogo Biz® System**" – includes Gogo Biz® Data, Gogo Biz® Voice, and Gogo Skyline; (b) the "**Iridium® System**", (c) the "**Inmarsat SwiftBroadband System**", (d) the "**Gogo Vision System**", and the (e) "**Gogo 2Ku System**". The terms that apply to the System you purchased (not the Service) are set forth in the agreement with the authorized Gogo dealer from which the equipment was obtained (the "**Dealer**"). You are responsible for installing, certifying, approving and maintaining the System through an authorized Gogo Dealer, and for ensuring it is technically and operationally compatible with our Service and meets all regulatory (including FAA) standards. You agree not to, and to ensure that others will not, tamper with or modify the System. Without limiting the foregoing, you agree not to operate the System or any component thereof in combination with any communications equipment not provided or approved in writing by Gogo.

2. **Services.** The Services provided may include voice and/or data telecommunications capabilities ("**Voice Service**" and/or "**Data Service**") depending on the System installed and Services selected. The Gogo Biz Service will only operate using the ATG 2000, ATG 4000, ATG 5000, AVANCE L3 or AVANCE L5 System, is designed for airborne use at altitudes greater than 10,000 feet AGL, and is available only when your ATG 2000, ATG 4000, ATG 5000, AVANCE L3 or AVANCE L3 System is within the operating range of one of our base stations (you may contact us directly for information on the coverage area provided by the Gogo base stations, however, Gogo coverage area is subject to change at any time without notice). The Gogo Biz Data Service is solely intended to provide passengers and crew with email and Internet connectivity. Service on the Gogo Broadband Network is provided by us on the frequency specified by us as authorized by the Federal Communications Commission (FCC). Service on the Iridium network (the "**Iridium Service**") is provided by Iridium Satellite LLC (the "**Underlying Carrier**"), will only operate using the Iridium System, and depends on coverage of and a clear line of sight to the serving satellite. Service on the Inmarsat network (the "**Inmarsat SwiftBroadband Service**") is provided by Inmarsat Global Limited (the "**Underlying Carrier**") will only operate using the Inmarsat System, and depends on coverage and a clear line of sight to the serving satellite. Service on the three networks is subject to transmission limitations caused by atmospheric, geographic, or topographic conditions. Temporary Service disruptions may occur, and Service may be temporarily refused, limited, interrupted, or curtailed as appropriate for the proper operation of the Service or for other business purposes. You are responsible for all use of the Services through your System. You must notify us immediately upon discovering any unauthorized use of your account.

3. **Use.** You agree not to, and to ensure that others will not, use the System or Services for any unlawful or abusive purpose, or in any manner that may create risk to the public or Gogo. The Services may not be resold without our prior written consent. You have no ownership rights to the assigned telephone number. We may change your number by giving you notice. SOME COUNTRIES RESTRICT OR PROHIBIT USE OF SATELLITE PHONES. YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS IN CONNECTION WITH YOUR USE OF THE SERVICES. If you have questions, we recommend you contact the embassy or trade commission of the destination country, prior to entry into that country's airspace. Use of our Services is also governed by our Privacy Policy and Terms of Use (refer to: <https://gogoair.com/policies/privacy-policy/> and <https://gogoair.com/policies/terms-conditions/>) for details. You agree to present the Terms of Use and Privacy Policy to each individual end user of the Services and to obtain each individual end user's consent to the Terms of Use.

4. **Charges.** You are responsible for paying all charges for Services furnished under this Agreement, including recurring monthly charges, for all calls and data sent from or received through your System, and for other related charges or fees ("**Fees**"). Gogo Biz monthly Data Service Fees apply to the Data Service and do not include any service that Gogo may introduce in the future. The Data Service Fees do not include third party use of the Gogo Broadband Network where a third party device or application is sending data to or receiving data from the aircraft. All such third party use must be formally tested and approved by Gogo and may result in additional service fees. To establish initial Services(s) we require a Receiver-Transmitter (RT) account setup/activation Fee of \$300 for the initial RT covered by this SSA and \$200 setup/activation Fee for each additional RT covered by this SSA. Activations can take up to 3 business days to implement. Service pricing can be found at the Site. Gogo may modify its Service pricing or Fee structure at any time during the term of this agreement with written notice. Any new pricing as a result of a Service plan change (Gogo initiated or Customer initiated) will become effective upon the next full billing cycle. Fees may also include amounts we charge for processing third-party billings and for Services provided by other vendors. You may upgrade your Service plans at any time. You may downgrade Service plans no more than once in a 90 day period. If you terminate Service during the first twelve (12) months of this agreement we require a \$500 early-termination Fee, and a \$300 Fee when Service is reactivated. You will be responsible for all applicable taxes and government imposed surcharges. Tax-exempt status must be documented and presented to us prior to the use of any Service for which adjustment of taxes and surcharges is requested. If tax-exempt status is claimed, provide Gogo with your tax-exempt number, Federal TIN and 499 Filer ID. By submitting this information and executing the SSA, customer certifies under penalty of perjury that they are entitled to tax-exempt status. Regardless of tax status, the Federal Universal Support Fund tax will apply to all U.S. customers. If Services are resold to a U.S. owner/operator by a Gogo authorized reseller, the reseller is responsible for collection and payment of the Federal Universal Support Fund tax. In all other cases Gogo will pass the USF tax to the U.S. based owner/operator or designated billing agent. Gogo assesses Regulatory Cost Recovery Surcharge (RCRS) monthly to defray costs of various regulatory programs. RCRS is not a tax and is not an amount Gogo is required to collect by law. RCRS and the components used to calculate it may change from time to time.

Gogo Biz Data Specific Charges and Payment Terms for Annual Package Rate Plans. When you elect to purchase an Annual Gogo Biz Data plan ("GGB Service") through one of the Gogo Annual Package Rate Plans (PRP) you will be subject to the separate terms and conditions contained herein. These terms and conditions will supersede any conflicting terms and conditions contained in the SSA. In order to establish and activate the initial GGB Service, you will be charged an activation Fee of \$300.00 for each aircraft PRP. The activation Fee is applied upon initial activation on the chosen aircraft. The minimum commitment period for the PRP is 365 days. The minimum duration period is counted from the date of activation of the annual plan. For example, a PRP that is activated on 30 November will finish on 29 November the following year. Package upgrades and downgrades take effect from the first day of the next calendar month. You will be charged and required to pay the entire annual subscription Fee per aircraft PRP in advance, upon activation of the annual plan. Should service be suspended, then the subscription Fees will continue to be payable during the period of suspension and no portion would be refunded. If the aircraft is disconnected and terminates the GGB Service under the PRP or downgrades to a lower priority PRP, no portion of the subscription Fees will be refunded. Subscriptions are automatically renewed unless a deactivation service order is received prior to the renewal date. Each aircraft PRP will cover a specific allowance of megabyte (MB) usage tied to the annual subscription Fee. Once an allowance has been used prior to the end of the annual term, out of bundle charges will apply. You will be billed for these overage charges on a monthly basis. Any allowance that is unused at the end of the minimum duration period will not be rolled over to the following period and will be lost.

SwiftBroadband Specific Charges and Payment Terms for Annual Package Rate Plans. When you elect to purchase the Inmarsat SwiftBroadband Service ("SBB Service") through one of the Gogo Annual Package Rate Plans (PRP) you will be subject to the separate terms and conditions contained herein. These terms and conditions will **supersede** any conflicting terms and conditions contained in the SSA. In order to establish and activate the initial SBB Service, you will be charged an activation Fee of \$300.00 for each aircraft PRP. The activation Fee is applied when the first SIM is activated on the chosen aircraft. The minimum commitment period for the PRP is 365 days. The minimum duration period is counted from the date of activation of the first SIM. For example, a PRP that is activated on 30 November will finish on 29 November the following year. Package upgrades and downgrades take effect from the first day of the next calendar month. You will be charged and required to pay the entire annual subscription Fee per aircraft PRP in advance, upon activation of the first SIM. Should SIMs be suspended then the subscription Fees will continue to be payable during the period of suspension and no portion would be refunded. If the aircraft is disconnected and terminates the SBB Service under the PRP or downgrades to a lower priority PRP, no portion of the subscription Fees will be refunded. Subscriptions are automatically renewed unless a deactivation service order is received prior to the renewal date. The SBB Service PRPs are configured around the aircraft as a chargeable entity rather than on each individual SIM on board an aircraft. An aircraft can have no more than four (4) SBB Service activated SIMs for each PRP. Each aircraft PRP will cover a specific allowance of megabyte (MB) usage tied to the annual subscription Fee. Any associated yearly allowances will be shared over the active SIMs and will not be allocated on a pro-rated basis for each SIM. The yearly allowances will be shared over a maximum of four (4) SIMs, with each SIM using as little or as much as required within that allowance. Once an allowance has been used prior to the end of the annual term, out of bundle charges will apply and will be based on individual SIM usage associated with the PRP. You will be billed for these overage charges on a monthly basis. Any allowance that is unused at the end of the minimum duration period will not be rolled over to the following period and will be lost. Data usage is based on Inmarsat Standard IP (Background IP) only service charged on amount of Data transferred. Other Data services such as Gogo SBB Streaming are charged on a per minute basis.

Monthly Minimum Charge for Gogo Biz Hourly Plans. Customers enrolled in a Gogo Biz Hourly Plan will be charged for a minimum of five (5) hours on each monthly invoice, including invoices for partial monthly periods (e.g., month when service is activated or terminated). Gogo will permit you to rollover any unused hours that were subject to the monthly minimum charge to the following months; provided, however, that you will only be permitted to rollover a maximum of fifteen (15) hours any given month. Rollover hours will be forfeited if you terminate or suspend service, change your service plan, or do not use them within twelve (12) months from the rollover date of issue. Gogo reserves the right to modify these terms and conditions at any time upon providing you notice.

5. Billing and Payment. Recurring monthly Fees may be billed one month in advance and are due by the date set forth on the invoice. Fees for the Gogo Biz Service, Iridium Service, SwiftBroadband Service, Gogo Vision Service, and Gogo 2Ku Service will be billed by us or through our approved third-party billing agent. Billing cycles may change from time to time. If you have authorized payment by credit card, no additional notice or consent will be required for Fees charged to that credit card. Time is of the essence for payment and YOU AGREE TO PAY US A LATE FEE OF 1.5% PER MONTH ON ANY UNDISPUTED AMOUNT NOT PAID BY THE DUE DATE shown on the invoice, or the maximum interest rate permitted by law, whichever is lower. Acceptance of late or partial payments (even if marked with "paid in full" or similar words) will not waive our rights. We will charge an additional fee of \$25 for any check returned unpaid. Gogo reserves the right, at its sole discretion, during the term of the SSA to review your monthly usage and payment history and to require, as a condition of continuing to provide Services, a credit card, eCheck, deposit, pre-payment, or other means of securing payment. You must report any billing discrepancies within 60 days of our invoice date. WE WILL NOT BE RESPONSIBLE FOR ANY BILLING ERRORS OR FEES FOR UNAUTHORIZED ACTIVITY WHICH HAS NOT BEEN SPECIFICALLY CALLED TO OUR ATTENTION WITHIN THIS 60-DAY PERIOD. You agree to promptly inform us of any disputed amounts upon receipt of an invoice containing such disputed amounts, and the parties agree to use commercially reasonable efforts to reconcile such disputes prior to the next billing cycle. In the interest of being environmentally conscious you are encouraged to take advantage of Gogo's paperless billing options. Additionally, Gogo reserves the right to charge a nominal fee for preparation and mailing of paper invoices (\$15 per month per invoice).

6. Term and Termination. The term of this SSA for each System (and all associated telephone numbers, as applicable) begins on Activation, continues for one year, and then automatically extends for additional 1-year terms from year to year, unless otherwise terminated in accordance with the Terms set forth herein. If this SSA is terminated by you or us, an early termination fee may apply (see paragraph 4) and you remain responsible to pay all amounts owed (including monthly charges for the month of termination). In order to terminate services, you must provide written notification via email to

baactivations@gogoair.com (see paragraph 15 for additional information). Your account will be terminated as of the date of notification. IF WE TERMINATE FOLLOWING YOUR DEFAULT, IN ADDITION TO ALL OTHER AMOUNTS OWED, YOU AGREE TO PAY US A \$500 PER SYSTEM CANCELLATION FEE. If we suspend services due to non-payment, you will be required to pay all outstanding Fees due plus a \$300 activation fee for each aircraft tail before services will be reactivated on your account. Gogo may also require monthly automatic payments using your credit card or eCheck. By enabling automatic payments, you authorize Gogo to debit your credit card or bank account for all charges incurred by you under this SSA for the use of the Services. If at any time your credit card or bank account becomes invalid, then Gogo shall have no obligation to provide the Services and may cease providing Services immediately, without prior notice. We may discontinue Service and/or terminate this SSA for any reason, including without limitation, if we believe that this SSA or any applicable Gogo user policy has been violated, or if you fail to pay any Fees when due. You agree to reimburse us immediately for all costs we incur in enforcing this SSA and collecting any money you owe us, including collection charges and interest billed by a 3rd-party collections agency, legal fees and associated expenses. YOU AGREE TO PAY COLLECTION CHARGES UP TO 40% OF ANY FEES NOT PAID BY THE DUE DATE. See section 5 for calculation of late fees/interest charges.

7. Modifications. You may request the addition or deletion of Service features at any time, but such changes will not be in effect until the following billing cycle. If we discontinue or you lose your eligibility for a Service Plan, we may change you to another Service Plan upon notice. If you misrepresent your eligibility for a particular Service Plan, you agree to pay us the additional amount you would owe under the most similar Service Plan for which you are eligible. We may reengineer the Service or make technical modifications to the Service at any time at our sole discretion. Should any modification of the Service require upgrade or replacement of your System to remain compatible, you will be responsible for the upgrade or replacement of your System and all associated costs.

8. Use Limits and Network Management. Gogo may, at its discretion, prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on your use of the Service for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video, and file sharing, are given a lower priority and at times may be blocked or not work consistently. Actual Service coverage, speeds, locations, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed.

9. Privacy. Unencrypted voice and data traffic on the Service is not secure and your privacy cannot be guaranteed. You consent to our disclosure of information about your account to any person able to provide your company name and the associated Gogo customer account number, and to the making of changes to the account by any such person. You (on behalf of yourself and any other users) authorize us and the Underlying Carriers to monitor and record calls using your System or the Services in accordance with applicable laws. In addition, as referenced in Section 3 supra, use of our Services is governed by the Privacy Policy posted at <https://gogoair.com/policies/privacy-policy/>.

10. No Flight Critical Information. THE SYSTEM IS NOT INTENDED TO BE FLIGHT CRITICAL EQUIPMENT. THE SERVICE IS NOT INTENDED TO PROVIDE FLIGHT CRITICAL INFORMATION AND DOES NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications over facilities other than the Service. The aircraft pilot in command is responsible for obtaining all appropriate flight critical information from official sources, and to act accordingly.

11. Proprietary Rights. You acknowledge that all the intellectual property rights in the Service and the underlying technology, and all content on the Site are owned by Gogo or its affiliates, or Gogo's licensors. All rights not expressly licensed are reserved. You agree not to reproduce (except to view content on the Site for your personal purposes), reverse engineer, modify, or create derivative works based on the Service or Site content. Except as expressly permitted under this Agreement or other Gogo agreements with authorized third-party billing agents, you agree not to rent, lease, loan, or sell access to the Service or provide the Service to any third party on a service bureau or time sharing basis or otherwise.

12. LIMITATION OF LIABILITY AND INDEMNITY. NEITHER WE NOR AN UNDERLYING CARRIER: (A) WILL BE LIABLE FOR ANY NONPERFORMANCE CAUSED BY ANOTHER SERVICE PROVIDER, EQUIPMENT FAILURE, OR CAUSES BEYOND OUR REASONABLE CONTROL; (B) ASSUME ANY LIABILITY FOR SERVICE OUTAGES OF 24 HOURS OR LESS (AND LIABILITY FOR ANY SERVICE FAILURE WILL IN NO EVENT EXCEED THE SERVICE CHARGES FOR THE AFFECTED PERIOD); (C) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU (ON BEHALF OF YOURSELF AND YOUR USERS) WAIVE ANY RIGHT TO MAKE ANY CLAIM AGAINST US OR ANY UNDERLYING CARRIER FOR INJURY, LOSS OR DAMAGE ARISING FROM THE USE OF THE SYSTEM, INSTALLATION OR REPAIR OF THE SYSTEM, OR ANY UNAVAILABILITY OR FAILURE OF THE SERVICE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US, OUR AGENTS AND AFFILIATES, AND ANY UNDERLYING CARRIER, AGAINST ANY DAMAGES OR COSTS ARISING OUT OF THE USE OF THE SERVICES, UNLESS DUE TO OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR UNLAWFUL ACTS. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

13. NO WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS WARRANTY CONCERNING THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HAVE NO CONTROL OVER AND NO LIABILITY TO YOU OR ANY USER OF THE SERVICE FOR ANY INFORMATION, PRODUCTS, THIRD-PARTY DATA

APPLICATIONS OR SERVICES ON THE INTERNET. WE HAVE NO OBLIGATION TO YOU OR ANY USER TO MONITOR OR EDIT THE SERVICE. WE DO NOT WARRANT THAT THE DATA SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET, AND YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE QUALITY AND MERCHANTABILITY OF ALL INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH THE SERVICE OR THE INTERNET. WE MAKE NO WARRANTY CONCERNING THE SYSTEM, EXCEPT THE GOGO LIMITED WARRANTY PROVIDED WITH YOUR SYSTEM. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT. This section and the preceding section apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow limitations on certain liabilities for personal injuries, implied warranties or consequential damages, so some of the above limitations may not apply to you. This Agreement gives you specific legal rights; you may also have other rights, which vary by jurisdiction.

14. Fraud. Neither the Iridium telephone number nor the System's Electronic Serial Number (ESN) or International Mobile Equipment Identity (IMEI) may be assigned to any other equipment. No other telephone number, ESN or IMEI may be programmed into the System. These acts are considered fraud and will result in immediate termination of this SSA. If your System is lost or stolen and/or Service is fraudulently used or counterfeited, you must notify us immediately and promptly provide us with requested documentation and information (including affidavits and police reports). You agree to cooperate with us in any investigation and to use any fraud prevention or detection precautions we prescribe.

15. Notice. Written notices to you will be effective on the day of the effective transmission of an email or fax, or three days following the date deposited in the postal service addressed to your company's business address, each as listed in our records. You are responsible for notifying us of any change of address. Written and verbal notices of changes should be directed to our Customer Service department. Account administrative changes will be effective when received. Changes relating to Service plans or features will be effective on the next billing cycle. Your notice to us must specify your company name, the Gogo customer account number, and, as appropriate, reference the affected aircraft tail number(s).

16. General. This Subscriber Service Agreement constitutes the entire agreement between us regarding the Services and is applicable to any use thereof. We may amend this SSA, included but not limited to the terms and pricing of any Gogo service plans, by giving you at least 30 days written notice. We may amend any user policy by posting the revised policy on our Site. Continued use of the Services constitutes acceptance of any amendment we make. No other amendment or waiver will be valid unless accepted by us in writing. We may assign or delegate all or part of our rights or duties under this SSA. Upon assumption of our obligation by our successor, we will be released from all liability. You may assign this SSA only with our prior written consent and any unauthorized assignment shall be void and of no effect. This SSA will be binding upon you and any successors or assigns. This SSA will be governed by U.S. Federal law (including the regulations of the FAA and the FCC) and the laws of the State of Illinois, without regard to choice of law principles. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in Chicago, Illinois over any suit, action or proceeding arising out of or relating to this SSA. If any part of this SSA is found invalid, it will be modified to the minimum extent required, and this SSA will be enforced as modified. You agree that your faxed signature or online acceptance of this SSA is valid and binding.

Addendum A

GOGO BUSINESS AVIATION LLC

SMARTSHIELD™ ENROLLMENT AGREEMENT

This SmartShield™ Enrollment Agreement (this “**Agreement**”) is entered into by and between you, the Customer identified in the Order Form and Gogo Business Aviation LLC (“**Gogo**”) and/or our partners and only applies to your enrollment in the SmartShield™ program. This Agreement is not a contract of insurance.

THE TERMS OF THIS AGREEMENT WILL APPLY IF AND ONLY IF YOU INDICATE YOUR DESIRE TO ENROLL IN THE SMARTSHIELD™ PROGRAM IN THE ORDER FORM. IF YOU WOULD LIKE TO ENROLL, PLEASE CONTACT BACUSTOMERSERVICE@GOGOAIR.COM. IF YOU DO NOT AFFIRMATIVELY ELECT TO ENROLL IN THE SMARTSHIELD™ PROGRAM IN YOUR ORDER FORM, YOU WILL NOT BE ENROLLED IN THE SMARTSHIELD™ PROGRAM AND THE TERMS OF THIS AGREEMENT WILL NOT APPLY TO YOU.

1. Definitions.

- 1.1. “**Contract Year**” means each twelve (12) calendar month period beginning on the first day of the month following the Effective Date and each anniversary of the Effective Date for the term of the Agreement.
- 1.2. “**Covered Product**” means the eligible Gogo ATG Classic (ATG 1000, 2000, 4000 or 5000), Gogo Galileo (+ ATG, Unlimited, 25000 or 50000) or AVANCE L3, L5 and SCS product(s) identified in the Order Form.
- 1.3. “**Effective Date**” means the effective date set forth on the Order Form.
- 1.4. “**Order Form**” means the order form attached to this Agreement.
- 1.5. “**Subscriber Service Agreement**” or “**SSA**” means the Gogo Business Aviation Subscriber Service Agreement between you and Gogo identified on the Order Form.
- 1.6. “**Warranty**” means the Gogo Business Aviation Standard Limited Warranty applicable to the Covered Products.
- 1.7. **Other Terms.** Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the SSA or Warranty, as applicable.

2. Eligibility and Commitment.

- 2.1. **Eligibility.** To be eligible to enroll in the SmartShield™ program, you must (a) own (or purchase at the time of enrollment) one or more Covered Products, and (b) have an active SSA in good standing and be enrolled in the minimum (or higher) Data Plan we have available for the relevant equipment. For the duration of your enrollment in the SmartShield™ program, you must remain in good standing under the SSA, including payment of all charges under the SSA, and maintain your enrolment in the minimum Data Plan we have available for the relevant equipment. Failure to maintain eligibility will result in termination of this Agreement and your enrollment in SmartShield™, including termination of the benefits set forth in Section 3 (*Scope of Services*), and you will be subject to the termination charges set forth in Section 4.2 (*Termination Charges*).
- 2.2. **Data Plan Commitment.** Notwithstanding anything in the SSA or other plan documents to the contrary, upon enrollment in the SmartShield™ program, the term of your existing Data Plan under the SSA will be automatically extended for a three (3)-year period concurrent with the term of your SmartShield™ subscription. During such period, you may upgrade or downgrade your Data Plan package in accordance with the terms of the SSA; provided, that you may not downgrade your enrolment below the minimum Data Plan we have available for the relevant equipment. Termination of your Data Plan or downgrading your enrolment below the minimum Data Plan we have available for the relevant equipment during the term of your SmartShield™ enrollment will result in termination of this Agreement and your enrollment in SmartShield™, including termination of the benefits set forth in Section 3 (*Scope of Services*), and you will be subject to the termination charges set forth in Section 4.2 (*Termination Charges*).

3. Scope Of Services.

The services provided under the SmartShield™ program consist of the following (collectively, the “**Services**”):

- 3.1. **Covered Products.** The SmartShield™ program described in this Agreement is available to customers who purchased certain Gogo ATG Classic and AVANCE products from Gogo or our licensed dealers. You are the sole and exclusive party to this Agreement as the purchaser of the Covered Product. This Agreement may only be transferred or assigned if (a) you transfer your Covered Products to a third party, and (b) within 60 days following such transfer, such third party agrees to (i) be bound by the terms of this Agreement for the remaining portion of your enrollment and (ii) pay all Fees (the “**SmartShield Transfer Conditions**”). You must promptly notify us of any such transfer. If you transfer or assign this Agreement without meeting the SmartShield Transfer Conditions, you will be subject to the termination charges set forth in Section 4.2 (*Termination Charges*).
- 3.2. **Extended Warranty.** For the duration of your enrollment in the SmartShield™ program, the Covered Products will receive the same servicing as is described in the Warranty, including repairs, shipping of parts, repair of parts, and any associated labor to the extent provided under the Warranty.
- 3.3. **Overage Forgiveness.** If you exceed the limit of your Data Plan in any given month, you can elect to have overage fees, up to a maximum of \$4,000, waived for that month (“**Overage Credit**”). You are entitled to one Overage Credit per Contract Year.
- Overage Credit can only be applied to your most current invoice and applies only to overage fees, not to monthly service charges or any other fees or charges. If Overage Credit exceeds the overage fees, the unused amount of the Overage Credit will be forfeited and is not available for use in any future month.
- 3.4. **Gogo Vision 360 Discount.** For the duration of your enrollment in the SmartShield™ program, you are eligible for a discount of ten percent (10%) off the monthly service fees for the Gogo Vision 360 monthly service. Such discount is available to new and existing subscriptions, but may not be combined with any other discounts, promotional pricing, or trial offers, unless otherwise specified in such offers.
- 3.5. **Expedited Parts Delivery.** For the duration of your enrollment in the SmartShield™ program, shipment on any repair or replacement parts for a Covered Product will be automatically upgraded to expedited shipping at no additional charge. Note that delivery guarantees are limited to those provided by the shipping service used and is subject to the relevant carrier’s own terms and conditions and any applicable law (including any international maritime law).
- 3.6. **Free Yearly Training.** Each Contract Year, you will have access to two seats in Gogo’s Master Technician and Installer Course at no additional charge to you. Unused seats cannot be carried over to subsequent years and cannot be applied to other Gogo training courses.
- 3.7. **Discounted Onsite FSE.** Each Contract Year, you are entitled to a discount of fifty percent 50% off the standard hourly rates for the first eight (8) hours of customized onsite FSE support. Such discount applies only to hourly labor costs for the Gogo onsite technician and does not apply to travel costs, parts, or other expenses. Onsite FSE support may include on-site user training, crew training, integration needs, test flights, system evaluation, operational analysis, and more.
- 3.8. **Upgrade Rebate.** If you currently own an ATG Classic system (ATG 1000, 2000, 4000, or 5000) and upgrade to an AVANCE L5, you are entitled to a rebate of \$10,000 on the hardware price of the AVANCE L5 system. Such rebate (a) may be used in addition to any other upgrade promotions available at the time of your upgrade, subject to the terms of any such promotions, and (b) may only be claimed once in any Contract Year.
- 3.9. **Monthly Roll-over.** If you don’t use all of your monthly Data Plan data allotment in a given month, you may, if unused, roll over up to ten percent (10%) of your subscription’s standard monthly data allotment to the immediately following month. Such rolled over data may only be used in the following month and will not carry over to future months. Your right to rollover data as set forth in this Section 3.9 (*Monthly Roll-over*) applies only to single-tail monthly subscriptions and may not be shared across fleets.
- 3.10. **SSA Price Protection.** For each three (3)-year term of this Agreement, you will be protected from price increases on your data plan under the SSA. Gogo will provide you at least thirty (30) days’ notice of any planned increase in the price (the “**Initial Price**”) of Gogo’s standard data plans and, you may increase your data plan prior to the effective date (the “**Increase Date**”) of such increase. Once such price increase become effective, such price will remain locked at the Initial Price for the remainder of the then-current three (3)-year term of this Agreement. If you later choose to change your data plan, your new data plan will be charged at the plan rates in effect on the Increase Date. At the end of the then-current three (3)-year term of this Agreement, the then-current prices for such data plan shall apply.
- 3.11. **Changes in Services.** Gogo, by written notice to you, may modify the scope of the SmartShield™ program services at any time during the term of this Agreement. Any reduction in the SmartShield™ program services will not take effect until the next renewal of

this Agreement unless such reduction is required in order to comply with applicable law. The Fees may include amounts we charge for processing third-party billings and for the Services provided by other vendors.

4. Fees and Payment Terms.

4.1. Subscription Fees.

- (a) The SmartShield™ subscription fee for each three (3)-year term of this Agreement (the “Fees”) are set forth in the Order Form and are payable in three (3) equal annual installments. Each installment of the Fees will be billed prior to the start of each Contract Year and is due on the date set forth on the invoice.
- (b) Gogo may also require automatic payments using your credit card or eCheck. By enabling automatic payments, you authorize Gogo to debit your credit card or bank account for all charges incurred by you under this Agreement. If at any time your credit card or bank account becomes invalid, then Gogo (without any obligation to provide prior notice) shall have no obligation to provide the SmartShield™ program services and may cease providing them immediately.
- (c) If you have authorized payment by credit card, no additional notice or consent will be required for Fees charged to that credit card. Time is of the essence for payment, and YOU AGREE TO PAY US A LATE FEE OF ONE AND ONE HALF OF A PERCENT (1.5%) PER MONTH ON ANY UNDISPUTED AMOUNT NOT PAID BY THE DUE DATE shown on the invoice, or the maximum interest rate permitted by law, whichever is lower. Acceptance of late or partial payments (even if marked with “paid in full” or similar words) will not waive our rights. We will charge an additional fee of twenty five dollars (\$25) for any check returned unpaid. Gogo reserves the right, at its sole discretion, during the term of this Agreement to review your monthly usage and payment history and to require, as a condition of continuing to provide the Services, a credit card, eCheck, deposit, pre-payment, or other means of securing payment. You must report any billing discrepancies within sixty (60) days of our invoice date. WE WILL NOT BE RESPONSIBLE FOR ANY BILLING ERRORS OR FEES FOR UNAUTHORIZED ACTIVITY WHICH HAS NOT BEEN SPECIFICALLY CALLED TO OUR ATTENTION WITHIN SUCH SIXTY (60)-DAY PERIOD. You agree to promptly inform us of any disputed amounts upon receipt of an invoice containing such disputed amounts, and the Parties agree to use commercially reasonable efforts to reconcile such disputes prior to the next billing cycle. In the interest of being environmentally conscious you are encouraged to take advantage of Gogo’s paperless billing options. Additionally, Gogo reserves the right to charge a nominal fee for preparation and mailing of paper invoices (\$15 per month per invoice).
- (d) You will be responsible for all applicable taxes and government-imposed surcharges in connection with the Services. Relevant tax-exempt status must be documented and presented to us prior to the use of any Service for which adjustment of taxes or surcharges is requested in the United States. If tax-exempt status is claimed, you shall provide Gogo with your tax-exempt number, Federal TIN and 499 Filer ID. By submitting such information and executing this SSA, you certify under penalty of perjury that you are entitled to such tax-exempt status. Regardless of tax status, the Federal Universal Support Fund tax (the “USF Tax”) will apply to all United States customers. If the Services are resold or transferred to a United States owner/operator by a Gogo authorized reseller, such reseller is responsible for collection and payment of the USF Tax. In all other cases Gogo will pass the USF Tax to such United States based owner/operator or designated billing agent. Gogo assesses Regulatory Cost Recovery Surcharge (“RCRS”) monthly to defray costs of various regulatory programs. RCRS is not a tax and is not an amount Gogo is required to collect by law. RCRS and the components used to calculate it may change from time to time.

- 4.2. **Termination Charges.** If this Agreement is terminated for any reason prior to the end of the then-current term, you will be responsible for termination charges equal to the product of the average monthly Gogo Biz Service charges accrued for the twelve (12) months (or the Term if shorter) prior to the date of termination *multiplied by* the number of months remaining in the term of this Agreement plus all outstanding charges for services, data, overage, and equipment for which you have not paid us prior to termination. No portion of any subscription fees paid under the SSA will be refunded but any such amounts attributable to future periods will be applied to such termination charges. You agree that early cancellation fees or any other fees may automatically be charged to your account and/or the credit/ debit card you provided to Gogo and you agree to pay such fees.

5. Term and Termination.

- 5.1. **Term.** The initial term (the “Initial Term”) of this Agreement begins on first day of the month in which the Effective Date occurs and continues until the end of the third Contract Year (for a total of thirty-seven (37) months of coverage). **At the end of the Initial Term, this Agreement will automatically extend for additional three (3)-year terms, including the data plan commitment set forth in Section 2.2 (Data Plan Commitment), unless otherwise terminated in accordance with this Agreement.** Gogo will provide at

least thirty (30) days' prior notice of any such extension and you may elect not to renew coverage at any time prior to the effective date of such extension or within thirty (30) days following the extension date.

5.2. Termination.

- (a) We may terminate this Agreement for any reason, including if we believe that this Agreement, the SSA, or any applicable Gogo user policy has been violated, or if you fail to pay any Fees when due.
- (b) If your SSA is terminated for any reason or you fail to maintain your enrolment in the relevant minimum data plan or higher for the entirety of the then-current term, this Agreement will automatically terminate without requirement of any notice or other action. If data service under the SSA is suspended, with or without Gogo's consent, for greater than ninety (90) days, this Agreement will automatically terminate without requirement of any notice or other action.
- (c) If Data Service under the SSA is suspended, with or without Gogo's consent, for longer than ninety (90) days, this Agreement will automatically terminate without requirement of any notice or other action.
- (d) You agree to reimburse us immediately for all costs we incur in enforcing this Agreement and collecting any money you owe us, including collection charges and interest billed by a third-party collections agency, legal fees, and associated expenses. YOU AGREE TO PAY COLLECTION CHARGES UP TO FORTY PERCENT (40%) OF ANY FEES NOT PAID BY THE DUE DATE IN ACCORDANCE WITH SECTION 4 (FEES AND PAYMENT TERMS).
- (e) If this Agreement is terminated for any reason other than a non-renewal in accordance with Section 5.1 (Term), early termination charges will apply as set forth in Section 4.2 (Termination Charges). This fee is in addition to any fees you may owe to Gogo under the SSA or any other agreement.

6. LIMITATION OF LIABILITY AND INDEMNITY.

WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU (ON BEHALF OF YOURSELF AND YOUR USERS) WAIVE ANY RIGHT TO MAKE ANY CLAIM AGAINST US FOR INJURY, LOSS OR DAMAGE ARISING FROM THE USE OF THE SYSTEM, INSTALLATION OR REPAIR OF THE SYSTEM, OR ANY UNAVAILABILITY OR FAILURE OF THE SERVICE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR AGENTS AND AFFILIATES, HARMLESS AGAINST ANY DAMAGES OR COSTS ARISING OUT OF THE USE OF THE SERVICES, UNLESS DUE TO OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR UNLAWFUL ACTS. THIS SECTION 6 (LIMITATION OF LIABILITY AND INDEMNITY) WILL SURVIVE TERMINATION OF THIS AGREEMENT.

7. NO WARRANTIES.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS WARRANTY CONCERNING THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING WARRANTIES OF TITLE, QUIET ENJOYMENT, ACCURACY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HAVE NO CONTROL OVER AND NO LIABILITY TO YOU OR ANY USER OF THE SERVICE FOR ANY INFORMATION, PRODUCTS, THIRD-PARTY DATA APPLICATIONS OR SERVICES ON THE INTERNET. WE DO NOT WARRANT THAT THE DATA SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET, AND YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE QUALITY AND MERCHANTABILITY OF ALL INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH THE SERVICE OR THE INTERNET. THIS SECTION 7 (NO WARRANTIES) WILL SURVIVE TERMINATION OF THIS AGREEMENT. This Section 7 (No Warranties) and Section 6 (Limitation of Liability and Indemnity) apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow limitations on certain liabilities for personal injuries, implied warranties, or consequential damages, so some of the above limitations may not apply to you. This Agreement gives you specific legal rights; you may also have other rights, which vary by jurisdiction.

8. Notice.

Written notices to you will be effective on the day of the effective transmission of an email or fax, or three (3) days following the date such notice is deposited with the postal service and addressed to your company's business address, each as listed in our records. You are responsible for notifying us of any changes to your company's business address. Written and verbal notices of such changes should be directed to Gogo Business Aviation. Any notice you provide to us must specify your company name, your Gogo customer account number, and, as appropriate, reference the affected aircraft tail number(s).

9. **General.**

- 9.1. **Entire Agreement.** This Agreement constitutes the entire agreement between us regarding the SmartShield™ program and is applicable to any use thereof. No amendment or waiver will be valid unless accepted by us in writing. This Agreement does not constitute an amendment to or modification of the terms of the SSA or Warranty, each of which are subject to their own terms.
- 9.2. **Assignment.** We may assign or delegate all or part of our rights or duties under this Agreement. Upon assumption of our obligation by our successor, we will be released from all liability. You may assign this Agreement only with our prior written consent and only in connection with the transfer of the Covered Products, the SSA, and Warranty to which the Services relate. Any unauthorized assignment shall be void and of no effect. This Agreement will be binding upon you and any successors or assigns.
- 9.3. **Governing Law.** This SSA will be governed by the laws of the state of New York without regard to choice of law principles and, as applicable, by U.S. Federal law (including the regulations of the FAA and FCC). The application of local regulations that cannot be waived by this choice of law shall remain unaffected. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in New York over any suit, action or proceeding arising out of or relating to this SSA.
- 9.4. **Severability; Signing.** If any part of this Agreement is found invalid, it will be modified to the minimum extent required, and this Agreement will be enforced as modified. You agree that your faxed signature or online acceptance of this Agreement is valid and binding.

Addendum B
for ONEWEB End users
Required Flow-down Provisions

- (1) Service Description. Subject to the terms and conditions of this Addendum, the Customer shall comply with the following provisions. For the purposes of this Addendum the Distribution Partner is the Dealer or Gogo ("Distribution Partner").
- (i) OneWeb Approved Equipment means the OneWeb Approved Equipment owned and managed by OneWeb for the purpose of monitoring and management. The OneWeb Approved Equipment shall be used solely with respect to the OneWeb Services and the site address of the OneWeb Approved Equipment may not be changed without OneWeb's consent.
- (ii) Customer Support. Distribution Partner shall provide twenty- four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.
- (2) Customer Obligations. Customer shall provide Distribution Partner with (i) all required provisioning information to enable OneWeb to fulfill Customer's order for the OneWeb Services; (ii) all other necessary information for OneWeb to resolve any other issues with Customer (including, without limitation, Customer's use of the OneWeb Services); and (iii) immediate notice of any suspected security breach of any Customer system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Approved Equipment).
- (3) License Grant and Restrictions.
- (i) License Grant. Customer hereby grants to Distribution Partner, OneWeb and/or each of their respective affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to any system data in an anonymized manner for (A) all purposes for which Distribution Partner, OneWeb and/or each of their respective affiliates do business; (B) use for purposes of product and service enhancements and/or developments; and (C) use in any other commercial manner.
- (ii) Restrictions. Customer shall not (A) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service; (B) create or attempt to create a substitute/competitive product or service using the OneWeb Service under any circumstances; and/or (C) permit either direct or indirect use of the OneWeb Service by any third party (except as expressly set forth in this Addendum).
- (iii) OneWeb Intellectual Property Rights. All Intellectual Property rights of OneWeb are deemed Confidential Information of OneWeb.
- (4) Representations and Warranties.
- (i) General. Customer represents, warrants and covenants that (A) use of the OneWeb Service is for its own internal use and not for resale (or to be bundled) by Customer; (B) it has obtained any necessary consents and permissions for all provisioning information (however submitted) of Customer and such provisioning information is accurate, reliable and complete, and that Customer will update such provisioning information as needed on a timely basis; and (C) it shall not engage in any practices that may harm or be detrimental to OneWeb, the OneWeb marks, OneWeb's brand and/or the public image, reputation or goodwill of OneWeb.
- (ii) Compliance with Laws. Customer represents, warrants and covenants to comply with all Laws (including, without limitation, Anti-Corruption Laws and all applicable export control laws and regulations) in connection with its performance under this Addendum, including, without limitation, (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for Customer's performance under this Addendum; (B) furnishing to Distribution Partner all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or (C) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment.
- (iii) Sanctions. Customer represents, warrants and covenants to (A) comply with all applicable Sanctions; and (B) not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (w) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the specially designated nationals and blocked persons list, the consolidated list of persons, groups and entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (x) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (y) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (z) otherwise the subject or target of Sanctions.
- (5) Termination and Suspension.
- (i) In the event that Distribution Partner Agreement between OneWeb and Distribution Partner under which the applicable OneWeb Services are resold to Customer is terminated for any reason, then this Addendum shall immediately terminate unless otherwise agreed to in writing by OneWeb.
- (ii) Notwithstanding anything in this Addendum to the contrary and in addition to Distribution Partner's rights set forth in this Addendum or under applicable Laws, Distribution Partner may – at its option but subject to the direction of OneWeb – either immediately terminate this Addendum or suspend the provision of the OneWeb Services under this Addendum upon notice to Customer in the event that Distribution Partner and/or OneWeb determines, each in their sole discretion, that (A) Customer has breached Part II(b)(3) (License Grant and Restrictions) and/or II(b)(4) (Representations and Warranties); (B) Customer does not have the necessary OneWeb Approved Equipment; (C) Customer fails to pay fees when due under this Addendum; and/or (D) Customer has failed to comply with any provision of Part II(b)(8) (Acceptable Use Policy("AUP")) herein.

- (iii) In cases of chronic, extreme or an ongoing violation of the AUP, as determined by OneWeb's sole discretion without notice, the OneWeb Approved Equipment and/or Customer's use of the OneWeb Service and the OneWeb Network may be suspended by OneWeb, temporarily or permanently, and the OneWeb Services may be terminated by OneWeb if Distribution Partner fails to cause the OneWeb Approved Equipment and/or Customer to cure the violating conditions within five (5) days following a subsequent notification from OneWeb to Distribution Partner of the same.
- (iv) The term of this SSA commences on date of Activation of the relevant System, continues for twelve (12) months (the "**Initial Term**"), and then automatically renews for additional successive twelve (12) months terms (each, a "**Renewal Term**" and, collectively with any Renewal Term, the "**Term**"), unless otherwise terminated in accordance with these Terms; provided, that in the event you change your then current subscription to a Gogo Galileo Plan, simultaneously on the effective date of such change, the then current term of this SSA shall expire and a Renewal Term with respect to such Gogo Galileo Plan shall commence. For the avoidance of doubt, each of the Initial Term and the Renewal Term shall be extended for the duration of any Suspension Term. If this SSA is terminated by you or us for your material breach of this SSA, you shall remain responsible to pay all Fees owed through the Term (including monthly charges for the month of termination) and will also be responsible for an early termination fee equal to (a) the product of the then-current service plan cost *multiplied by* the number of months remaining in the Initial Term or the then current Renewal Term (for non-hourly customers) or (b) the product of the then-current cost of five (5) hours *multiplied by* the number of months remaining in the Initial Term or the then current Renewal Term *less*, only with respect to hourly customers, any accrued unused hours (not to exceed fifteen (15) hours). The foregoing early termination fee shall apply only to Gogo Biz Services or Galileo Services; provided, however, that Customer shall be entitled to a refund of such fee in the case where Customer (i) sells the aircraft for which such Services are being terminated and the new owner of such aircraft Activates Gogo Biz Services or Galileo Services within sixty (60) days of such purchase or (ii) enrolls another aircraft to receive the Service. In order to terminate the Services, you must provide written notification via email to baactivations@gogoair.com in accordance with [Section 19](#) (Notice) and the Services will be terminated as of the date of such notification. We may suspend the Services if (A) any of our partners terminate our arrangements with them in connection with the provision of the applicable Services, or (B) we believe that you have breached any provision of this SSA or any applicable Gogo or partner user policy, and, with respect to sub-section (B) you will be required to remedy the applicable breach in order for the Services to be reactivated. We may terminate the Services due to non-payment and you will be required to pay all outstanding fees in order for the Services to be reactivated. Gogo may also require monthly automatic payments using your credit card or eCheck, in accordance with applicable laws. By enabling automatic payments in accordance with applicable laws, you authorize Gogo to automatically debit your credit card or bank account for all charges incurred by you under this SSA for the use of the Services, including early cancellation fees, termination charges, and any other fees. If at any time your credit card or bank account becomes invalid, then Gogo shall have no obligation to provide the Services and may cease providing Services immediately, without prior notice. We may terminate this SSA and/or any of the Services hereunder if (x) any of our partners terminate our arrangements with them in connection with the provision of the applicable Service, (y) we believe that you have breached any provision of this SSA or any applicable Gogo or partner user policy, including if you fail to pay any fees due hereunder, or (z) you do not have the necessary System for the Services. You agree to reimburse us immediately for all costs we incur in enforcing this SSA and collecting any money you owe us, including collection charges and any interest fees billed by third party collections agencies, legal fees and associated expenses. YOU AGREE TO PAY COLLECTION CHARGES UP TO 40% OF ANY FEES NOT PAID BY THE RELEVANT DUE DATE IN ACCORDANCE WITH [SECTION 5](#) (BILLING AND PAYMENT).
- (v) Modifications. Subject to [Section \(vi\)](#) (Suspension), you may request the addition or deletion of any Services to your account at any time, and your account will be charged for such added Services, or the charges to your account will be reduced with respect to such deleted Service, as applicable, in each case, from the date such addition or deletion is reflected to your account (in most cases, within 3 business days following any such request). We may discontinue any Service at any time. If we discontinue a Service or you lose your eligibility for a Service, we may, with notice, enroll you in another Service. If you misrepresent your eligibility for a particular Service, you agree to pay us any additional amount you would otherwise owe for the most similar Service for which you are eligible. We may re-engineer any Service or make technical modifications to any Service at any time at our sole discretion. Should any modification of any Service require an upgrade or a replacement of the System to remain compatible, you will be responsible for such upgrade or replacement of the System and all associated costs.
- (vi) Suspension by Customer. During the term of this SSA, you may voluntarily elect to suspend the Services up to two (2) times during the Term, in any such case, for a minimum ten (10)-day period by providing notice of such election to us, such election to set forth the period of days you are electing to suspend the Services (each such period, a "**Suspension Term**"); provided, that, no Suspension Term (a) may be for more than a sixty (60) day period during the Initial Term or any subsequent Renewal Term, or (b) may commence on a date prior to the date of such election. If the Services are reactivated before the end of a Suspension Term, the then current twelve (12) month term (i.e., the Initial Term or any Renewal Term) shall be extended by the remaining days in such Suspension Term. Notwithstanding that you have not elected to reactivate the Services, you will automatically be charged monthly Fees following the day the Services shall have been suspended for sixty (60) days during the then current twelve (12) month term (i.e., the Initial Term or any Renewal Term). Notwithstanding the foregoing, the foregoing suspension terms shall not apply in the case where the Customer upgrades to a different Gogo product.
- (vii) No Right of Indemnification Against OneWeb. Customer acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from OneWeb.

(6) Conditions and Limitations and Disclaimer of Warranties.

- (i) Customer acknowledges and agrees that OneWeb and/or Distribution Partner may (A) share with each other any and all relevant information, including, but not limited to, Confidential Information of Customer relating to this Addendum and/or the OneWeb Services provided herein; and (B) request Customer to take reasonable action against its end users or vendors directly to prevent a breach of this Addendum.
 - (ii) Notwithstanding anything contained in this Addendum to the contrary, Distribution Partner, OneWeb and each of their respective affiliates shall not be liable to Customer, nor shall Customer make any claim against any of the foregoing parties, for (A) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services and/or the OneWeb Network; and/or (B) any acts or omissions of Distribution Partner, OneWeb and each of their respective affiliates made in response to (y) a violation or suspected violation of the AUP; or (z) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the OneWeb Services).
 - (iii) The OneWeb Services, the OneWeb Network and the OneWeb Approved Equipment is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, Distribution Partner and OneWeb disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Distribution Partner and OneWeb do not warrant that use of any or all of the OneWeb service, the OneWeb Network and/or the OneWeb Approved Equipment will meet Customer's requirements, be uninterrupted or error free.
- (7) Acceptable Use Policy. OneWeb's acceptable use policy for the OneWeb Services and the OneWeb Network is attached hereto as Attachment 1 to this Addendum (collectively, the "**Acceptable Use Policy**" or the "**AUP**").
- (8) Audit. Distribution Partner shall have the right, at its expense, and upon reasonable notice to audit Customer's compliance with the terms of this Addendum and/or the OneWeb Services.

ATTACHMENT 1 TO THE ADDENDUM B

ACCEPTABLE USE POLICY

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

(ii) **Content and Security.** Customer acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services and/or the OneWeb Network is done so at Customer's sole risk and Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services and/or the OneWeb Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)- (3), Customer shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network and OneWeb Services, including, without limitation, the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Service and/or the OneWeb Network.

(iii) **Prohibited Activities.** As determined by OneWeb (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, Customer shall not undertake, or attempt to undertake any use of the OneWeb Network and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Network and/or this [name of Addendum]; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:

- (1) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited email (commercial or otherwise);
- (2) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;
- (3) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
- (4) unauthorized monitoring of data or traffic on any network system;
- (5) transmitting viruses and/or interfering or disrupting service to any other user, host or network;
- (6) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting;
- (7) relaying mail via another site's mail server without express permission of that site;
- (8) impersonating any person or entity, including any OneWeb employee or representative;
- (9) disclosing passwords or other means for accessing the OneWeb Service, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;
- (10) using the OneWeb Services or the OneWeb Network in any jurisdiction where they are not licensed or authorized;
- (11) avoiding fees or charges for the OneWeb Services;
- (12) using any VoIP service for forwarding US toll-free numbers internationally; and/or
- (13) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services and/or the OneWeb Network.