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Hiber Equipment Purchase Terms and Conditions.

1. Applicability.

These Hiber Equipment Purchase Terms and Conditions ("Terms") apply to the sale of ground equipment, parts, and other goods ("Equipment") by Magnitude Space B.V., a company registered in Amsterdam, The Netherlands and doing business as Hiber ("Hiber"), to End Users, resellers, integrators, and other commercial and governmental customers ("Customers"). In the event that Hiber and the Customer have executed a separate agreement that applies to the sale of Equipment such as a master sales agreement, reseller agreement, etc., and such agreement is in effect as of the date that the Equipment is purchased by Customer, then the terms of such separate agreement shall take precedence over any inconsistent provisions contained in these Terms.

2. Definitions.

- a. Customer: The entity purchasing Equipment from Hiber, either as an End User, for integration into its own service or product offering, or for resale to End Users or other parties.
- b. Mission Control: The online interface operated by Hiber from which the End User makes purchases and manages its Hiber account.
- c. Resale Customer: A party to whom a Customer, in its own name, resells Equipment sold to Customer by Hiber.

3. Pricing and taxes.

- a. All pricing for Equipment shall be as stated on Mission Control and shall be firm fixed prices. All pricing is subject to change based on market conditions; no Customer order shall be final until Acceptance of the Order.
- b. All pricing shall be exclusive of all taxes, regulatory fees, customs fees, and other charges. Customer will be solely responsible for the following: any applicable national, state, provincial, and regional local sales, excise, use or other tax assessment, including VAT or GST where applicable and surcharges or similar charges of any nature levied upon the Service or Product by any governmental taxation or revenue entity (except for taxes based on Hiber's income) arising out of or related to the sale of the Equipment ("Taxes"); telecommunications regulatory fees imposed by any governmental authority; and any shipping and customs costs incurred in the shipment of the Equipment to the Customer location. If Customer provides Hiber with an applicable tax exemption certificate, Hiber will work with Customer to obtain applicable tax exemptions to the extent consistent with applicable law.

4. Acceptance and Payment Terms.

- a. A customer order for equipment shall be deemed accepted by Hiber upon the emailed confirmation by Hiber of an order placed on Mission Control or otherwise ("Acceptance").
- b. Payment in advance is required for all purchases of Equipment. Billing in arrears is not permitted.
- 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 Customer to Hiber, or which Customer may be required to withhold in respect of any amount due to Hiber, such tax, duty, impost levy or like charge shall be for the account of Customer, and Customer shall pay to Hiber such an amount as to yield to Hiber a net equal to the amount that but for such tax, levy, impost or charge would have been received by Hiber.
- d. Customer Purchase Orders and Terms. In the event that Customer issues a purchase order to Hiber in connection with ordering Equipment, such purchase order will be treated as an administrative document only and not an offer subject to acceptance, and will not add to, delete from, or modify any of these Terms. Any Customer acceptance or acknowledgement of these Terms shall not serve to modify these Terms unless expressly confirmed in writing by Hiber.

5. Cancellations.

- a. Recognizing the unique nature of the Equipment provided by Hiber and the customized and discrete nature of Hiber's operations, once a Customer has paid for Equipment, the order may not be cancelled by the Customer without the written consent of Hiber, which may be subject to a cancellation fee of up to the full value of the order in question.
- b. All products sales are final. No returns of Equipment are permitted.

6. Data Protection.

Customer agrees and understands that Hiber may store, process and use data collected from Customer for the purposes of managing Customer's Mission Control account and processing the Customer's orders. For additional information on the data that Hiber maintains and how it is processed, please see Hiber's Privacy Policy posted on Hiber's website.



7. Shipping and Warranty on Equipment.

- a. Unless otherwise specified in the Modification, all Equipment is shipped "FCA-- Hiber's facility" (Incoterms 2010).
- b. Hiber warrants that title to all new Equipment delivered to Customer will be free and clear of all liens, encumbrances, security interests, or other claims.
- c. Hiber warrants that the Equipment will be free from defects in material and workmanship for a guaranteed period of one (1) year from the date of arrival of the Product at the Customer's designated destination. All repairs on warrantable defects within the warranty period will be performed at no charge. For the avoidance of doubt, only the parts and labor directly related to the specific warranty-covered repair shall be free of charge. Any additional labor necessary to complete the repair shall be free of charge. Any additional labor necessary to complete the repair that is unrelated to the direct warranty repair shall be Customer's responsibility to pay.
- d. In the event of a warranty claim, Hiber shall, at its expense and option, repair or replace the Product to achieve conformance and return the Product to Customer.
- e. The warranty will not apply to normal wear and tear of the Equipment nor to any Equipment that has been damaged due to: (i) accident, (ii) misuse, abuse, or negligence, (iii) alteration or storage in any manner that is inconsistent with Hiber's recommended practices, (iv) failure by the Customer to follow recommended maintenance practices; (v) use of components or parts not approved by Hiber, or (vi) improper installation. Hiber shall not be responsible for any work done or repairs made by parties not authorized by Hiber. Unless otherwise agreed in writing, any disassembly or repair performed other than in accordance with this clause voids this warranty. Hiber shall not be responsible for the performance of any Product which incorporates items not manufactured by Hiber unless such performance is expressly designated as Hiber's responsibility under the terms of a written agreement between Hiber and the Customer.
- f. As a condition of this warranty, Customer shall notify Hiber in writing of any claimed nonconformance immediately upon discovery and shall return the item to Hiber for inspection.
- g. Once a warranty repair has been completed, Hiber will warrant such repair until the later of the end of (i) ninety (90) days from the date of return delivery at the Customer's delivery point; and (ii) the original 12-month warranty period
- h. Unless previously agreed to in writing, Hiber shall not provide field repairs, modifications, or any other field service under this warranty.
- i. The warranties contained herein are exclusive and are given in lieu of all other warranties, expressed, implied or statutory, including the implied warranty of merchant-

ability or fitness for a particular purpose.

- j. For any repairs requested after the warranty period or for damage arising out of the conditions specified in Clause 7(e), Hiber will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense.

8. Indemnity and Limitation of Liability.

- a. There are no implied or other standards of performance, guarantees or warranties except as expressly stated in these terms, and any express or implied warranties or other terms implied by law, including, but not limited to warranties of merchantability or fitness for any purpose or use are hereby expressly excluded and disclaimed to the fullest extent permitted by law. Hiber shall not be liable to Customer, nor shall Customer make any claim against Hiber, for claims, actions, losses, costs and damages ("Liabilities") sustained by reason of any faultiness or failure of the Equipment. In the event that Customer is selling Equipment to a third party, Customer agrees that it will include in any agreement to provide Equipment an explicit commitment on the part of the third party to waive any right to make any claim against Hiber for Liabilities sustained by reason of any faultiness or failure of the Equipment.
- b. Neither Customer nor Hiber shall be liable to the other, any user, or other person for any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, or loss of business opportunities, however arising, even if the party has been made aware of the possibility of such loss or damages occurring. Hiber shall not be liable to Customer for infringement of patents or other intellectual property rights arising from manufacture, sale, or use of the Equipment or the use of the Equipment in combination with Customer-provided equipment.
- c. Should Hiber be found liable to Customer under these Terms and Conditions, in no event shall Hiber's total liability exceed the amount paid by Customer to Hiber over the preceding twelve-month period.
- d. Customer shall use the Equipment in full compliance with all applicable laws and regulations. Customer shall ensure that the Equipment is properly licensed by the relevant governmental authority in the country where such Equipment is being used. Customer shall be responsible for all Liability arising out of or relating to the use of the Equipment by Customer or otherwise related to any acts or omissions of Customer. Customer shall indemnify and hold Hiber and its officers, employees and agents harmless from and against all such Liability.
- e. Any limitations of liability in these Terms shall not apply in case of: (a) death or personal injury caused by a party's negligence where it would be illegal under applicable law for a party to exclude or attempt to exclude its liability; and (b) fraud or fraudulent misrepresentation by a party.



9. Provisions Applicable to Resale of Equipment.

In the event that Customer is purchasing Equipment for resale to Resale Customers, the provisions of this Article 9 shall apply to such resale, as shall the other provisions of these Terms.

- a. Customer shall perform all accounting, billing and collections activities necessary with respect to its Resale Customers and shall be solely responsible for all expenses related to the performance of such activities. Customer shall be solely responsible for all credit risk relating to its Resale Customers and shall be responsible for paying all amounts due to Hiber notwithstanding any non-payment by or disputes with any Resale Customers.
- b. Customer shall defend, indemnify and hold harmless Hiber and its officers, employees, and agents against all claims, actions, losses, costs and damages arising from claims by Resale Customers or third parties relating to the use of the Equipment by such Resale Customers, (including without limitation the failure by Resale Customers to abide by the provisions of Article 9(d) of these Terms), except to the extent such claims are based upon the gross negligence or willful misconduct of Hiber.
- c. Customer shall be solely responsible for all Taxes, tariffs and surcharges, if any, arising from the purchase of Equipment by Customer and the resale to its Resale Customers. This includes but is not limited to Customer being responsible for payment or reimbursement of any goods and services taxes, value added taxes, and income taxes, universal service levies, charges, levies, duties, withholding, usage or other fees which may be asserted against Customer or Hiber by any governmental entity.
- d. Customer shall require its Resale Customers to abide by terms consistent with these Terms. Customer shall require any Resale Customers to use the Equipment only for lawful purposes and in compliance with all applicable laws and regulations of the territories in which Customer or any Resale Customer uses the Equipment or to which it is otherwise subject, including without limitation telecommunications licensing, export control requirements, patent, copyright, trademark, and any other intellectual property rights, and laws concerning defamation, obscenity, privacy and data protection.
- e. Use of Hiber Trademarks. Hiber hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license to use certain trademarks, trade names, service marks, other commercial symbols, designs and logos owned by Hiber (hereinafter "Marks") for the purpose of promoting and reselling the Equipment to Resale Customers. Customer acknowledges that the Marks are the exclusive property of Hiber and that neither these Terms nor the carrying on of business by Customer will in any way give Customer any interest or ownership in any of the Marks, or in other promotional advertising or other written material prepared by Hiber regarding the Equipment. Customer must cease use of the Marks upon written notice from Hiber or upon termination of the business relationship. Customer must obtain the written

approval of Hiber to apply the Marks to services or hardware other than those covered under this Terms.

10. Excusable Delay and Force Majeure.

Except for Customer's payment obligations as set forth above, no party will be liable for any failure to perform due to a cause beyond such party's reasonable control ("Force Majeure") including, but not limited to, acts of Nature, actions or inaction of any governmental body in either its sovereign or contractual capacity, explosions, fires, floods, earthquakes, epidemics, strikes or other labor difficulties, freight embargoes, unusually severe weather, riots, war, theft, national emergencies or natural disasters; provided that the party failing to perform promptly notifies the other party of such circumstances and uses its reasonable efforts to avoid or remove such cause of non-performance. During any period when performance of a party's obligation is prevented by Force Majeure, that obligation shall be suspended for the duration of the period of Force Majeure. Upon removal or cessation of such cause of non-performance, all obligations will resume.

11. Governing Law and Disputes.

- a. These Terms and the sale of the Equipment shall be governed by and interpreted in accordance with the laws of England and Wales, excluding any conflict of law or choice-of-law provisions or principles that would require the application of the laws of any other jurisdiction.
- b. Any disputes arising in connection with the sale of Equipment shall be finally and exclusively resolved by arbitration conducted in London, England. The rules for such arbitration shall be the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") then in effect, as such ICC Rules may be modified by this Article 11. To the extent that the ICC Rules are in conflict with Article 11, the provisions of this Article 11 shall prevail. The following shall apply to any arbitral proceeding conducted pursuant to this Article 11:
 - i. One or more arbitrators will be appointed for the arbitration by the ICC in accordance with the ICC Rules. Each arbitrator shall be fluent in the English language and be familiar with the Governing Law. The arbitration proceeding shall be conducted in the English language.
 - ii. Any award of the arbitrators shall be enforceable by any court having jurisdiction over the party against which the award has been rendered, or wherever assets of the party against which the award has been rendered can be located. The award may not include any damages waived by a party pursuant to these Terms.
 - iii. The arbitration award shall be final and binding on the parties, and each party hereby waives any right of appeal to any court or tribunal of competent jurisdiction to the fullest extent permitted by the governing law.
- c. Notwithstanding the provisions of Article 11(b), any action to collect money owed to Hiber may be brought by Hiber in any court of competent jurisdiction. In any such case, Customer shall pay all costs incurred by Hiber



case, Customer shall pay all costs incurred by Hiber in such action, including without limitation court costs and attorneys' fees.

12. Export Licensing, Anti-Corruption, and Other Requirements.

- a. The sale and use of Equipment may be subject to export and international sanctions laws and regulations. The parties will comply with all such laws, including without limitation export, trade compliance, embargo, and sanctions laws and regulations of the European Union and the United States of America.
- b. Customer shall comply with the terms of all relevant export licenses as well as with all relevant export and import laws of the European Union and the United States of America and other applicable countries to ensure that the Equipment is not re-exported or otherwise transferred in violation of such laws. Customer shall be solely responsible for obtaining any required import and export licenses required.
- c. Customer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act, (ii) the United Kingdom Bribery Act 2010 irrespective of the place of performance, and (iii) anti-corruption laws in any country in which the Customer is organized or located or where the Equipment is to be delivered or used. Customer warrants that it will (a) comply in all respects with such laws, rules and regulations related thereto, including the comparable laws of all jurisdictions where it or its agents are conducting business, (b) provide written certification of its compliance with the foregoing when asked by Hiber, and (c) cooperate with Hiber and its designees at Customer's expense in any inquiry or investigation of Customer or its agents regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.

13. Notices and communications.

All notices and communications permitted or required ("Notices") shall be in writing in the English language and shall be sent by facsimile, overnight courier, or certified mail, as appropriate in light of the subject matter of the Notice. All notices to Hiber shall be sent to the following:
Magnitude Space BV, Attn: Legal Department.
Keizersgracht 209. 1016 DT Amsterdam, The Netherlands.

14. Severability.

If any provision of these Terms is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

15. Proprietary Rights:

- a. All information including, but not limited to drawings, prints, publications, specifications, processes, manufacturing techniques, and software (in object code or any other form), and other intellectual property, accessed or obtained by the Customer shall be received in confidence by the Customer and shall remain the property of Hiber. Such information shall not be reproduced, used, or disclosed to any third party by the Customer without the prior written consent of Hiber.
- b. Customer acknowledges that the Equipment contains software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Customer may use software that is incorporated in or packaged with Equipment solely in connection with the authorized use of such Equipment and shall have no other rights with respect to such software.
- c. Duties and Responsibilities:
 - i. The Customer shall make no attempt, nor authorize any other party, to reverse engineer, (including reverse compile, disassemble or otherwise reverse engineer), modify or make derivatives of any Equipment, software, prototype, data or other supplies delivered, provided or disclosed by Hiber. Customer agrees that it will not induce its Resale Customer, as applicable, or any other third party to perform any such reverse engineering.
 - ii. Each party shall respect the proprietary and patent interests of the other party and shall endeavor to prevent the disclosure or use of data so identified to or by persons not specifically authorized to receive such information. Proprietary data, if any, shall be used only for the purpose defined in these Terms.

16. Assignment.

Neither these Terms nor any interest herein, may be assigned, in whole or in part, by either party without the prior written consent of the other party hereto, except that without securing such prior consent, either party shall have the right to assign these Terms to any successor which results from a merger, consolidation, spin-off, or the acquisition of substantially all of the entire business and assets of that party relating to the subject matter of these Terms, provided, however, that such successor shall have expressly assumed all of the obligations and liability of such party under these Terms, and such successor is not a competitor to the other party.

17. Entire Agreement.

These Terms constitute the entire understanding between Hiber and Customer as to the subject matter hereof and supersede all prior agreements, discussion, representations, and understandings, written or oral, between Hiber and Customer with respect to such subject matter.

