

## 1. General sales; satellite access , internet access conditons & subscription contract access

### Service

#### SLA & subscription "service access"

- Internet Broadband or SCPC satellites Service : transmit & receive.
- Satellite service operational in Ku-band or C-band
- Broadband Satellite service operates from GlobalTT (GT&T sa) operation center in Belgium.
  
- Satellite availability:
  - 99.7 % for the satellites in orbit
  - *Satellite lifespan = 15 years from launch day*
  
- GT&T's fiber availability:
  - 99.99% for a BER of 10-12
  - 2 x 200 Mbps fibers with max. 1.2Gbps capacity- fully redundant.
  - MPLS and VLAN capacity
  - LIR and A/S Status
  - BGP & IPV4/6
  
- GT&T energy and power supply
  - 2x 11Kv fully redundant
  - UPS online fully redundant 4 hours
  
- GT&T availability Teleport
  - 24/7/365
  - All fully redundant
  - 24/7 engineer available on site or remotely for maintaining the service
  - All the teleport are under a massive computer control and alarm and statistic information
  - All server are having on board all necessary automatic restoration

#### QOS Vsat definition

- Dedicated capacity 1:1 QOS
  - Capacity fully allocate & dedicated to each unit - uplink and downlink
  - The MIR and CIR are the same / up and down
  - The capacity is available for the IP traffic 24/7
  - Capacity based on trigger & threshold
  
- Dedicated Capacity SCPC
  - Capacity fully allocate & dedicated to each unit - uplink and downlink
  - The MIR and CIR are the same / up and down
  - The capacity is available for the IP traffic 24/7
  
- Shared access 2:1 QOS
  - Capacity allocate with a MIR and no CIR
  - The sharing over the satellite is done between two other GT&T Vsat under the same signature and same sharing level and same satellite
  - Non minimum guaranty
  - The maximum QOS is available for at least 50% of the time for a business IP service
  - Burst at the Max QOS is available 24/7

- A volume threshold is active during the peak hours only IF the average volume usage of your iFast/SkyOne(Vsat) is more than 30% of the average fleet with the same level of sharing, in case the speed will be squeeze by 30% follow by another 30% (in a period of 12 hours) and back to a normal MIR once the iFast/SkyOne(Vsat) meet back the average fleet volume for 30 hours.
- Capacity based on trigger & threshold
- Shared access 4:1 QOS
  - Capacity allocate with a MIR and no CIR
  - The sharing over the satellite is done between four other GT&T Vsat under the same signature and same sharing level and same satellite
  - Non minimum guaranty
  - The maximum QOS is available for at least 25% of the time for a business IP service
  - Burst at the Max QOS is available 24/7
  - A volume threshold is active during the peak hours only IF the average volume usage of your iFast/SkyOne(Vsat) is more than 30% of the average fleet with the same level of sharing, in case the speed will be squeeze by 30% follow by another 30% (in a period of 12 hours) and back to a normal MIR once the iFast/SkyOne(Vsat) meet back the average fleet volume for 30 hours.
  - Capacity based on trigger & threshold
- **Maintenance window (satellite earth station) :**
  - During working hours: preferably not more than 15 minutes, maximum once a week (if necessary) with 120 min noticed
  - Out of working hours: (normal window maintenance)
  - Between 5:00 am GMT and 6:00 am GMT, and between 5:00 pm and 7:00 pm GMT= maximum 30 minutes, with 120 minutes' notice
  - Between 7:00 pm and 5:00 am GMT = not defined, with 120 minutes' notice
  - Week-end (Saturday and Sunday) = not defined, with 120 120 minutes' notice
  - In case of force majeure (interferences, storms, lightning, earthquakes, accidents, hitch, sabotage, war, strike, health problem, etc...) = not defined, no notice.
- **Subscription Payment conditions :**
  - Access service prices for V-Sat & MSS are 100% in EURO, ex-VAT. Payment 100% in advance before shipment
    - *IN CASE THE QUOTE IS IN USD(\$)* or partially is USD(\$); either it is specify or not , but the reference is Euro(€) and only the rate given by GT&T unless it is clearly mentioned "fixed USD price with no relation to the €/€ exchange rate"
  - Payment of the VSAT service is minimum per quarter up-front or yearly or any specific agreement written and the "specific sales conditions"
  - The MSS payment are written and specify for each technology
  - Payment only by wire transfer and including all bank charges for all acting banks.
  - Commitment – will be 3 month or 12 months or more if specified in the "specific sales conditions"
  - The existing service commitment cannot be breach.
  - Service commitment must be paid entirely.
  - Vsat-Alerts (e-mail) are sent automatically 2 weeks and 10 days prior end of quarter payment renewal.
  - Vsat-Alert are send for slow-down for specific subscriptions
  - Vsat-Alerts (e-mail) are sent when the station is blocked and stopped in case of non-payment renewal.
  - All alerts and information are send by e-mail to the address the client gave us.
  - No L/C, cheque, no cash usually accepted, no SGS/Veritas or equivalent control accepted.

- Prices and conditions are valid 30 calendar days unless other specify on the “specific sales conditions”
- **Service explanation – General**
  - Private Satellite Broadband or SCPC dedicate internet service
  - Prepayment platform.
  - IP Source from the satellite is transmitted from our multiple Fiber Backbone and our teleport located in Belgium.
  - Public IP addresses(GT&T) supplied in a fixed range only for dedicated capacity (1:1)
  - All other IP addresses are fixed private IP from the DHCP modem server – usually 8 or 16 or 32 IP depending on subscription type.
  - *Public IP are deliver only as an option in the shared service*
  - iFast/SkyOne Vsat usage is mainly for professional access/usage.
  - Commissioning & activation are supposed to be done max. 30 days after the goods leave GT&T offices BE.
    - Commissioning & activation = satellite capacity and fiber booked for this subscription
    - The commissioning date is very important as the capacity is booked to start for a certain day- some delay can be accepted based on a 10 days prior notice(*case by case acceptance*)
  - Invoicing starts the days of the commissioning./invoice available on the GI in PDF
  - One commissioning is included in the initial price - Re-commissioning = 300 € excluding Belgian 21 % VAT and 200 € for Re-activation and management.
  - The Broadband internet subscription is never reimbursed or converted; the same applies for equipment- prepayment is valid 12 month and need to be used in 12 month from the anniversary date of payment.
  - Capacity is available based on “*a first come first serve*” with a price for the capacity and the service valid for 15 days.
  - Service commitment is quarterly or yearly paid per quarter or yearly paid per year or more than a year per quarter or per year.
  - A commitment cannot be breach or suspended for any reason.
  - In case of quarter nonpayment renewal during a commitment a penalty will be apply on the modem ID for one(1) year, and the only subscription possible will be the quarterly commitment all the option will be increased by 15% during this 12 month
- **Options (service)**
  - All access option or specific configuration or settings
    - Need to be analyses
    - Approved internally (GT&T)
    - To be ordered and paid
    - Delay depending on the service type and configuration will be between 1 days and 7 working days.
    - Usually one time set-up fees and quarterly recurrent fees
    - The option are usually affecting the satellite service if not paid on time-GT&T cannot be liable
    - E-mail alert and information screen are available 24/7 on the GI

- *Example of options are:*
  - *Public IP*
  - *Interconnection-double-hop*
  - *Remote VPN*
  - *GW to GW VPN*
  - *IP port scheduler or control*
  - *Application control*
  - *IP forwarding*
  - *Group*
  - *VLAN*
    - *All type of specific design*
  
- **Hardware sales conditions – General**
  - Payment 100% in advance before delivery
  - Price indicated for the hardware are :
    - In Euro Ex-local duties
    - Ex-local license
    - Ex-any other taxes and fees
    - *Service must be ordered and paid simultaneously with the hardware(Vsat) as the hardware price is sponsored by the (Vsat)service*
    - *Hardware will not be delivered separately for the indicate price.*
  
  - Availability equipment: +/- 1 to 2 day for configuration and packaging including settings in our lab after receipt of the payment-valid only if equipment is from stock.
  - All hardware are supplied fully configured and tested for at least 10 days for all iFast product and 3 days for all other product to avoid any failure on the field.
  
- **Packing Hardware**
  - The packing is done under the usually international practice for an airline airfreight transport.
  - Any other conditioning will be an extra charge-quote separately.
  
- **Installation on site-Hardware**
  - For a proper installation, a site survey needs to be done by a professional prior arriving on site.
    - *This could be chargeable*
  - Installation will be done by a Vsat professional and certified Vsat engineer, the same for all the accessories connected to the satellite internet connection (computer, etc..)
  - In case GlobalTT(GT&T) do the installation
    - *We will send you a full quotation prior the installation*
  
- **Repair and warranty**
  - All electronic hardware is guaranty 12 month in our office
  - An RMA need to be obtained before shipping back any component for repair.
  - Repair lead time is usually 1 month to be confirmed each time for the specific repair

**Relation in the order form and delivery (hardware, Services and Hardware & Services options);**

- Hardware Vsat and their Vsat options are bounded to a minimum service indicate in the “specific sales conditions or quotation”
- Order form for hardware and service are done together- in case any desynchronization between each other, the full order will be recorded once all is properly received and confirmed.
- Payment of hardware and service are done together or in a gap not more than 15 calendar days to be valid.
- In the unlikely event the service or the hardware are paid separately GT&T will wait to receive 100% of the fund to start the delivery process (booking ordering, capacity confirmation, etc..)
- Both order form (Vsat hardware & Options, plus the service) need to be received in a window of 15 calendar days to be valid.
- Once the order is confirmed by the client and recorded by GT&T, the entire payment need to be received within the next 15 calendar days or the order will not be valid, all customer payment are based on “electronic commercial invoice” send by GlobalTT(GT&T)..
- In the unlikely event the Hardware need to be shipped without any service order and service payment received, an extra charge of 30% for all the Vsat hardware and installation and options will have to be paid within 7 days prior any shipment, this does not avoid the service payment.
- In the event the customer who order and paid all the hardware ask GT&T to put on hold, host and store the equipment, a charge or 350€ monthly minimum will be apply or 8% of the value with a minimum of one month and monthly increment.
- In the unlikely event the service order or payment is delayed unilaterally on our network and platform (satellite and fiber) by the customer, the capacity could become no longer available or the price can increase- all capacity are available based on a” first come first serve”.
- All payment done based on an order and an invoice will never be reimburse

**• Generic Vsat Technical conditions**

- The Internet access we offer has no restriction.
- The internet access or the satellite capacity is open 24/7
- Volumes, connections and protocols are “monitored” permanently
- Only GT&T tools “Global interface & monitoring system” are valid to check and report all information about V-Sat (speed, protocol, volume, etc..)
- Any other tools cannot be valid and qualified to measure the satellite link reliability because it does not take into account the satellite parameters/delay platform, teleport,, etc...
- Spams or IP packet who create interferences are not permitted - GT&T could stop and drop the service without notice if too many spams or virus or DDOS attack or SYN attach packet are detected by our 24/7 monitoring tools and server or our technical team. In case GT&T or the Internet Backbone source or any valid authorities complain about any IP interferences or not permitted upload download or access contain, we are in position and have the right to Ban fully or partially the access or Ban certain IP port access or application without any prior notice, compensation or indemnity and even liability from GlobalTT.
- The V-Sat has to be installed and aligned properly in order to not generate interferences (cross pol co-pol and others “distortion, intermod, harmonics, etc..”) and have the proper Rx & Tx Eb/No or Es/No, GlobalTT will be in position to interrupt temporarily the satellite access without any compensation or indemnity and even liability from GlobalTT.
- In the event of radio interferences on the satellite (cross-pol, etc..), GT&T can interrupt the transmission or ask for a quick intervention to resolve the interferences. Fees could be applicable.
- Usually, GT&T will not stop an active subscription without any notice unless the interference is unacceptable.

- We will not and never refund the active subscription in case of local or international problems, breakdown of radio or IP interferences.
  - *GT&T is not in charge of obtaining any local license or equipment detention or permit to use this type of device and service in the country where the equipment will be installed.*
- GT&T must follow Belgian and European regulations for International Operators regarding the Internet content and usage.
- GT&T has no legal link and relation with the country where our technology is used – except injunctions to the proper Belgian authorities and in a second level the EU authorities.
- The satellite link is fully independent of the country it is installed and functional.
  
- The V-Sat is supposed to be installed by a qualified V-Sat professional on the field
  - Local civil work
  - Local installation
  - Local alignment
  - Local activation and commissioning
  - Local security, energy,
  - Proper local grounding
  - Etc...
- The computer set-up behind the V-Sat is supposed to be installed by IT LAN engineers (*all regular antivirus, anti-spam, Firewall, O/S settings and necessary recurrent updates should be installed*).
- GT&T is not in charge of LAN performances, servers and computer applications.
- The V-Sat installation must be done properly in a clean, dry and well cooled place; the installation must be protected against surge & lightning. The antenna must be stable at 0,1°, the grounding must be < 5 Ohm.
- All our units are CE/FCC approved and operate on AC power supply 100 Vac up to 240 Vac.
- Warranty: 12 months on the hardware (new) [Feed-horn, OMT, modem, LNB, BUC]. *Surge, lightning, shock, water, dampness, opening of the equipment, new software or settings loaded, dust, sand or equivalent, insects inside the equipment, vandalism, high temperature as from 35 ° C for IDU and 55° C for ODU cancel the warranty.*
- *In case of hardware failure, the client is in charge to obtain from us an RMA, to pack the goods properly, send it to us and take care of all the transports and duties expense to the sending the good back and receiving the goods after repair.*
- *No maintenance contact or redundancy or replacement equipment or extra warranty, is offer in this installation and quotation (option)*
  - *Under a specific offer this can be available*
  
- **General conditions**
  - Our satellite IP accesses are regulated only by the Belgian authority.
  - *Services on our V-Sat are regulated by our usual registration and sales conditions.*
  - *Only our sales and registration conditions are applicable*
  
- **Transport**
  - Usually the transport price has not been calculated and included in the quotation-see particular sales conditions.
  - We can be in charge of the logistic CIF the main country airport
  - GlobalTT(GT&T) is not a freight forwarder , all the equipment shipped are each time CIF, we are never liable for any delay, losses, destruction, related to the delivery and transport.

- **Order (confirmation)**
  - This document needs to be send us back signed for approval with name, date and company stamp.
  - On receipt of this document, the order will be registered.
  - This order will be definitively registered once receipt of your payment (before the shipment and within 15 days from the signature date)-commercial electronic invoice send by GT&T-
  - This document is valid max 30 days
    - This delay can be changed based on agreement of both parties-“specific sales conditions”
  - **Generics-specific offer**
    - The conditions indicate are general, some items or paragraph specific in the quotation or securing the quotation are the particular sale condition applicable in this specific offer name usually “specific or particular sales conditions”
- **Delivery terms**
  - The terms of delivery applicable to the equipment ordered by the Customer are those mentioned in GT&T’s order confirmation.
  - Terms of delivery are governed by INCOTERMS (latest edition as published by the International Chamber of Commerce). Unless otherwise stipulated in writing, delivery of all equipment is “Ex Works” (EXW) from GT&T’s premises.
  - Delivery schedules are estimated and a delay in delivery shall not entitle the Customer to compensation for delay.
  - The Customer is deemed to have accepted the equipment unless the Customer sends a complaint by registered mail with return receipt within eight working days of the date the equipment is received by or on behalf of the Customer as recorded by the carrier’s delivery note.
- **Compliance with law**
  - The Customer shall comply with all applicable laws, rules and regulations, including with the Belgian and European regulations regarding the Internet content usage.
  - The Customer is responsible for obtaining all local licenses, permits, and/or other waivers or consents which may be necessary for the provision and/or the utilization of broadband services and the Customer shall comply with the terms and conditions as may be stated therein.
  - GT&T has the right to disclose Customer Information and Identification Data within the limits allowed or required by applicable legislation.
  - GT&T shall comply with the request of competent authorities to store or pro-vide all information regarding the Content transmitted via GT&T Broadband and/or the Customer transmitting / requesting / receiving such content.
  - GT&T shall in no way be liable for the content transmitted via the Broadband. The Customer shall fully indemnify and hold harmless GT&T against any claims and/or damages incurred or suffered by GT&T arising from any breach of applicable laws in relation with the Content, including the violation of Intellectual Property Rights, the violation of any third party rights or the defamation of any third party.

- **Limitation of liability**

- GT&T's liability shall be limited to damages caused by its gross negligence or wilful misconduct.
- In no event shall GT&T or its officers, directors, employees and agents be liable to the Customer for any special indirect, incidental, consequential or exemplary damages, including without limitation loss of profits, loss of customers or goodwill.
- Any liability of GT&T for any claims with respect to the equipment shall never exceed the sum of payments for the equipment or part of the equipment, paid by the customer, which is the subject of the dispute. As far as services are concerned, in any event, any liability of GT&T for any claims with respect to services shall never exceed the sum of payments for 3 months of the specific service, paid by the customer, which is the subject of the dispute.

- **Force majeure**

- GT&T shall not be considered to be in breach or be liable for any damage suffered by the Customer, by reason of any failure to perform any obligation hereunder if and for so long as such failure is the result of an event of force majeure. The obligations of GT&T shall be suspended for such time as such an event shall prevent GT&T from performing its obligations.
- Force majeure is the occurrence of any contingency beyond the reasonable control of GT&T or its suppliers, including, but not limited to, war (whether a declaration thereof is made or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, act of any government or any agency or subdivision thereof, judicial action, general strikes, fire, lightning, accident, hitch, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, adverse weather conditions (including, but not limited to, solar flares or sun outages with respect to Satellite transmission interference), other Acts of God, whole or partial Satellite malfunctions or uplink failure, adoption of any legislative act forbidding or barring GT&T or its suppliers from fulfilling their obligations, etc., unless such occurrence is caused by a GT&T's negligent act or omission.

- **Assignment**

- The Customer cannot assign either its rights and/or its obligations without GT&T's prior express written agreement. GT&T is entitled to transfer the fulfillment of its obligations totally or partly to any third party without any customer's consent.

- **Confidentiality**

- GT&T and the Customer shall each respectively keep confidential all information disclosed by the other party (including, without limitation any information relating to the business or affairs of the other party which may have come to their knowledge) and shall not disclose, use, or communicate the same to any person, except as may be required by law or any legal or regulatory authority. This confidentiality clause will survive the termination of the contractual relationship between GT&T and the Customer.



- **Applicable law and settlement of disputes**

- The present General Terms and Conditions as well as the contractual relationship between GT&T and the Customer are exclusively governed by Belgian law.
- Any disputes arising between GT&T and the Customer shall be submitted exclusively to the courts having jurisdiction in the judicial district of Brussels without prejudice to GT&T's right to claim the recovering of mature debts before any other courts.

Signature (client).....  
Full name.....  
Position.....  
Stamp (company).....  
Date.....  
Company name.....