

BROADBAND GENERAL TERMS AND CONDITIONS

1. Purpose and definitions

These General Terms and Conditions ("**GTC**") regulate the relationship between Milano Teleport S.r.l. with registered offices in Via Cascina Nuova 1 - 20084 Lacchiarella, Milan – Italy, VAT and Milan Registry of Enterprises no.03304340270, in person of the authorized representative (the "**Supplier**") and the "**Customer**", as better specified in the Purchase Order or Subscription Form ("**SF**") completed and signed by Customer and respectively sent or returned to the Supplier for the implementation of the Service and in person of the authorized representative also therein specified.

The Supplier and Customer shall each be referred to herein as a "**Party**", and collectively, as the "**Parties**".

The Service (the "**Service**") shall mean bandwidth, voice, video and data communications service to and from the Customer's Remote using the Supplier's Facilities, satellite space segment provided by the Satellite Capacity Provider and/or other capacity provider (e.g. fibre or wireless networks). The Service is supplied by the Supplier to the Customer as per the "**Service Plan**" detailed in the SF.

All definitions set out in the SF are referred to in the GTC. The SF and GTC together represent the "**Agreement**" between the Customer and the Supplier.

"**MT POP**" shall mean the heart station based in Lacchiarella (ITA) from which the Service is provided.

"**Remote**" shall mean the remote station designated on the SF, on heart, or on a vessel, to which the Supplier shall provide the Service.

"**Demarcation Point**" shall mean, with respect to the Remote, the interconnection apparel from and to which the service is provided (e.g. the LNB).

"**Equipment**" shall mean, with respect to the Remote, the interconnection equipment (e.g. antenna, modem, router, cables, pc, server), the private branch exchange (PBX) and software operated by the Customer which are used in connection with the Service. If the Customer has also entered into a Lease Agreement with the Supplier then to the extent that the same equipment is covered by the terms of the Lease Agreement, the Lease Agreement shall prevail over any terms relating to Equipment in this Agreement.

"**Monthly Fee**" shall mean the monthly charge for bandwidth, voice, video and data transfer (both sending and receiving) corresponding to the Service Plan designated by Customer, indicated in the SF which shall be exclusive of value added taxes.

"**Satellite Capacity Provider**" shall mean the organization(s) that owns, operates and/or accesses the satellites on which the Supplier procures capacity as

necessary to fulfil its obligation to provide the Service to the Customer.

"**Start-date**" shall mean the calendar day on which the Supplier activates the Service as specified in the SF.

"**End-date**" shall mean the last calendar day on which the Supplier provides the Service, as specified in the SF.

"**Service Period**" shall mean the period during which Service is provided, from Start-date to End-date.

"**Service Plan**" shall mean the Service's parameter designated on the SF.

"**MIR**" shall mean maximum information rate. It represents the maximum speed of the Service which the Customer can expect, measured in Mbps, or Kbps. Access to the MIR depends on network congestion, therefore the Supplier cannot guarantee that the Customer can reach the MIR.

"**CIR**" shall mean committed information rate. It represents the speed of the Service which the Customer can expect, measured in Mbps, or Kbps.

"**MTVD**" is the traffic volume per day that the Customer can expect. It is computed in Mega Bytes ("**MB**") from the following formula: CIR (in Mbps) x 3,600 seconds x 24 hours x 0.125. The Supplier guarantees that the Customer can access both the CIR and MTVD, in the event the Remote generates this traffic on the Service.

"**QoS**" shall mean Service traffic prioritization and limitation rules which the Supplier can set up on the Service, in order to guarantee a good Service level to all its customers.

"**Facilities**" shall mean teleports, ground stations and switching facilities used to provide the Service.

2. Execution of the Agreement

The Agreement shall be deemed executed as per clause 24 below

3. Service Provisions

The Supplier will provide the Service to the Demarcation Point on the Remote site or vessel during the Service Period at designated in the Service Plan.

The Supplier will be responsible for the on-going Service management and troubleshooting from MT POP up to the Demarcation Point 24 hours a day, 7 days a week as provided in this Agreement.

The Customer shall be responsible, and shall hold the Supplier harmless from any defect, failure or problem arising beyond the Demarcation Point, including all equipment (including routers and switches), cabling, software, configuration, and management.

The Customer shall hold the Supplier harmless from any defect, failure or problem arising beyond the MT POP against terrestrial networks including internet networks.

The Supplier shall have sole discretion for selection of the satellite systems and Facilities used to provide the Service.

COVERAGE. The Coverage area refers to the geographical area where Service can be obtained for the Customer's designated Service Plan. In the event the Service is supplied to a vessel, it is the Customer's responsibility to indicate to the Supplier, in the SF, the routes, with their timing, that the vessel will follow during the Service Period.

Coverage maps for the Service, as provided by the Satellite Capacity Providers, may be available in the SF. The Supplier does not accept any liability for any loss that arises from inaccuracies within the maps to the maximum extent which is permitted by applicable Laws.

NETWORK SCHEME. In the SF the Customer will provide a network scheme which refers to the Remote and all other information which can be useful for provision of the Service including, but not limited to, use of the service, traffic prioritization, etc.. In the SF the Customer declares its QoS requirements and all other Service requirements, like traffic shaping, latency requirements, protocol prioritization, and so on.

TRANSMISSION AND CAPACITY. The Supplier shall assign to the Customer's Remote the capacity indicated in the SF. The service may be asymmetrical or symmetrical. The provision of the Service, including any upgrade sought by the Customer, is subject to the availability of satellite capacity from the Satellite Capacity Provider. Such capacity may be limited at times for various reasons, including but not limited to, emergency pre-emption by a governmental authority, service area limitations, satellite network conditions, weather, environmental conditions and Force Majeure. The Supplier does not accept any liability for any loss that arises from transmission and capacity limitations to the maximum extent which is permitted by applicable Laws.

TRANSMISSION PERFORMANCES. The Supplier cannot guarantee the performance of the Service used to connect devices beyond the Demarcation Point since performance beyond the Demarcation Point is under Customer's control and out of the Supplier's control.

The Service performance will therefore only be validly measured on the route between the MT POP and the Demarcation Point (e.g. *Speed test* and *latency* services based on the Customer's premises or on internet POP's will not be considered as an accurate measure of the connection speed and *latency*, as many factors can cause a slowdown which are not attributable to the Supplier). The supplier will, upon Customer request, provide a specific tool to measure Service performances.

In particular, the Service speed defined in MIR and CIR depends on the usage of the Service made by the Customer; it is understood that, if the Customer does not generate IP traffic on the service, the measured Service speed might appear lower than the expected speed. It is understood that the only Service speed and latency

measurement tools are the ones provided by the Supplier as well as any other Service measurement tools required by the Customer that are approved by the Supplier.

The Customer shall, at no cost to the Supplier (i) provide lighting, electricity, lightning protection, telecommunications connections, civil works, and internal wiring; (ii) manage the Customer's IP addresses, network security, voice network services beyond the Demarcation Point, desktop and laptop computer systems and private data network services and products. If the Customer connects its own equipment to the Supplier's network, the Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Equipment, the Supplier's network, its suppliers' networks or any other services of the Supplier or its customers.

BACK DOOR. The Customer shall provide at least one alternative internet link to the Remote, which will be used by the Supplier's Customer Care for troubleshooting on the Service. It is understood that, if this alternative internet link is not supplied, the Service support may not be guaranteed as per the agreed SLA.

SERVICE UPGRADES. The Customer may upgrade their Service at any time during the Service Period by sending a written notice to the Supplier identifying the desired New Service Plan. The Supplier will make all reasonable efforts to process the New Service Plan requested, within 7 working days of receipt unless differently specified in the SF. The New Service Plan will take effect as of 00:00:01 CET on the next calendar day after the Supplier has completed the update. For billing purposes, the Supplier will pro-rate charge the Customer's Monthly Service Fee for the upgraded New Service Plan. The upgraded Service shall last for a minimum of 1 (one) month. The Customer may not downgrade to the original Service Level before the New End-date unless differently specified in the New SF.

LAY UP OPTION. No Lay-up option is permitted unless it is indicated in the SF.

4. Change in satellite, hardware

The Supplier can at its sole discretion change the satellite used to supply the Service. The Supplier will notify the Customer if such a change has occurred.

The Customer can change or replace the Equipment described in the SF only in the case of hardware failure and upon obtaining the prior written consent of the Supplier. The Customer shall be responsible for any form of malfunction due to the repositioning of the Remote or other Equipment in places other than those stated at the time of their installation.

5. Remote Support

Remote assistance: in order to implement, maintain, control and assist the Remote if installed on a vessel, the Customer shall provide the Supplier (and/or its maintenance crew)

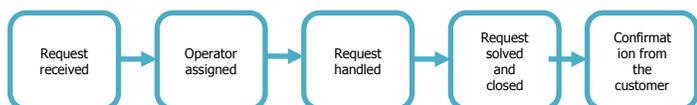
with remote access to an on-board personal computer ("the PC"), connected to the Remote and possessing at least the following features: an MS Windows XP or more recent MS operating system, administrator privileges and connection to the modem or the router through which the Service is used. It is understood that at its sole discretion, the Supplier may install any software in the abovementioned PC useful to run the above activity. To fully benefit from Remote assistance, the Customer undertakes to make a PC available to MT with all the required software/hardware listed above.

6. Service Level Agreement

The Supplier Customer Care ("CC") shall manage maintenance, assistance and provision of the Service.

The Customer can request the Supplier's CC for assistance at contact points provided by the Supplier.

The diagram shows the stages for assistance at the Supplier.



The Customer can see the progress of their request within the ticketing system on Supplier website, and interact with Customer Care regardless of the Contact Channel chosen for the initial request.

Service provision: requests for activation of new services must be processed by the appropriate account manager using documentation that has been duly completed and signed. In order to improve the quality of the service and accelerate activation times, the Supplier adopts a 5-step provisioning process.



In order to improve the overall quality of the services provided by the Supplier and minimize activation times, all service provisioning activities (LineUp, Option File Requests, Hardware Replacement, Upgrades and Technical Changes) are managed within the Supplier systems according to the steps mentioned above.

Activation requests must be submitted solely to the appropriate sales representative.

The Service activation date shall be agreed by the Parties and it must not be earlier than 48 hours after the activation request. It must be subject to execution of the Agreement, as per art.24, and to the provision of all the information needed by the Supplier in order to supply the required Service, including, but not limited to, the Remote's network scheme.

Service assistance: Customers requesting assistance with regard to the Service shall be able to contact the Supplier

at one of the abovementioned contact points, detailing the reason for the request, the modem serial number in the event of a service based on IDirect, and any other relevant identification codes to univocally identify the remote station and its components.

In the event of urgent requests for assistance, the Supplier strongly advises to contact CC via phone.

CC shall assign a ticket ID to the request for assistance (the "Ticket"). The Customer and the Supplier shall quote the Ticket ID in any further communications about the relevant issue.

In particular, during e-mail exchanges between the Customer and Customer Care following the activation of a ticket, the Customer shall always write to the email address indicated in the contact points, putting the ticket ID issued by the Supplier in the subject line of the e-mail. This procedure is essential in order to enable the Ticket system to respond to customer e-mails. The Supplier does not guarantee, and the Customer accepts, that e-mails sent to the Supplier's staff in a different way to the indications above, or not including the ticket ID in the subject line, will be processed correctly.

The Supplier shall take charge of the Ticket by evaluating the priorities of all the support requests filed to CC and the Service Plan subscribed by the Customer in the SF.

The Service levels that will take charge of the Ticket for each Support plan are defined by the following "SLA" and Key Performance Indicators "KPI" table.

Plan	SLA	KPI
TOP	<30 minutes	70% of monthly request <15 minutes
Premium	<4 hours	70% of monthly request <30 minutes
Standard	< 24 hours	70% of monthly request <8 hours

Escalation Procedures: In the event of difficulties in handling the request as indicated, there are 2 levels of internal escalation within The Supplier.

Level 1: Appropriate Account Manager

Level 2: The Supplier's Management

If no response or an unsatisfactory level of assistance is received from Customer Care, the appropriate account manager can be contacted directly and/or at contact points provided by the Supplier.

If no response is received from the account manager for more than 24 hours, a request should be submitted to the Supplier management at contact points provided by the Supplier.

Administrative Contact Details: For all requests regarding clarification of invoices or administrative changes, the Supplier's Administration department can be contacted at contact points provided by the Supplier.

7. Authorisations

The Customer is solely responsible for requesting in due time and at its own expense the filing and executing of any and all administrative documents and authorizations which are or appear to be mandatory due to applicable Laws, Statutes or Regulations for the installation of the Equipment as well as for the activation of the Service thereby indemnifying the Supplier of any liability as to the same. Furthermore, the Customer shall also be exclusively responsible for obtaining directly and at its own expense any further authorisations for the installation of the Equipment, such as, without limitation of the foregoing: (i) authorisation and approval of any condominium ownership, (ii) authorisation of the competent authorities, and right of way.

8. Service unavailability

The Service could be unavailable from time to time for the following reasons:

- The occurrence of a Force Majeure Event (as defined in clause 9 below)
- The fault, negligence or other action of the Customer (clause 10 below)
- Problems encountered by or due to the Satellite Capacity Provider, or third parties (clause 9 below)
- Suspension of the Service (clause 12 below)
- Interruption of the Service (clause 13 below)
- Breakdown of the Service (clause 14 below).

9. Force majeure

A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) any labour or trade dispute, strikes, industrial action or lockouts other than in each case by the party seeking to rely on this clause, or companies in the same group as that party;
- (g) sun-caused, astronomic or meteorological problems, including but not limited to shadow cones (a phenomenon whereby obstacles cover the field of vision of the antenna, being part of the Equipment, with respect to the pointed satellite);

(h) involuntary damages to equipment or facility due to power black-outs.

(i) legislative, statutory and regulatory provisions, verdicts issued by judicial or administrative authorities and negative measures by the administrative authority concerning the requests for authorizations and/or licences;

(j) satellite faults, including but not limited to problems in the launch phase, interruption of the satellite capacity, i.e. unavailability of the satellite used for the Services, also due to the signal/image resolution, not ascribable to the Supplier, of the Agreement with the satellite operator;

(k) any other unknown circumstances, outside of the Supplier's control, which could jeopardize or prevent the Services from being provided.

Provided it has complied with what is set out below, if a party is prevented or delayed in or from performing any of its obligations under this Agreement by a Force Majeure ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

The Affected Party shall:

- as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement;
- use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10. The fault, negligence or other action of the Customer

The Supplier will not be responsible for, and the full Monthly Fees will continue to be payable by the Customer, if the Service is unavailable due to the fault, negligence or other action of the Customer, including but not limited to:

- Failure of the Customer's equipment or Equipment that is under the responsibility of the Customer;
- Actions or omissions attributed to the Customer, including but not limited to its employees, suppliers, end customers or other third parties;
- The Customer not complying with instructions that have been received from the Supplier, or not supplying all the information requested by the Supplier in the SF,

like the vessel's route and ETA, network diagram or other useful information;

- The Supplier being unable to rectify any problem owing to the difficulty of the Supplier accessing the Customer's premises and/or the Equipment, including but not limited to, when the Vessel on which Equipment is attached to, is sailing in locations that the Supplier's technicians cannot get to without significant difficulty, and/or no alternative internet link can be activated and consequently the CC cannot remotely access the Equipment and/or the remote access to the Equipment has proven the need for a physical intervention on site.

11. Third party service providers

The Supplier will not be responsible for, and the full Monthly Fees will continue to be payable by the Customer, if the Service is unavailable due to issues that affect the Satellite Capacity Provider, including but not limited to, a Suspension caused by satellites other than those used in providing the Services.

The Supplier will be not be responsible if the Service is unavailable due to issues affecting service providers other than the Satellite Capacity Provider, including but not limited to, fibre operators and power operators.

12. Suspension

The Supplier shall have the power to suspend the Service in order to protect the general conservation and operation of the frequencies used for the Service, carrying out analysis, tests or maintenance either directly or indirectly. As far as possible the Supplier shall provide the Customer with written notifications of such suspensions and shall use its best efforts to plan and carry out such actions in order to minimise the disruption to the Service. In compliance with the content of the Supplier's notification, the Customer shall refrain from using the Service on each occasion that the Service suffers a Suspension in accordance with this clause.

The Supplier shall have the right to temporarily halt the Service on the occurrence of any of the events which entitle the Supplier to terminate the Agreement in accordance with clause 14 below.

In addition to the foregoing the Supplier shall have the right to temporarily refuse the Customer the use of the Service in the following circumstances:

- If the Customer endangers the integrity of the satellite used; or
- Causes interferences to other users of the same satellite or another satellite; or
- The Supplier has reason to believe that the Service is used, or could be used, in a way which would prompt complaints against the Supplier.

The occurrence of a Suspension shall not constitute a breach of this Agreement and will not be considered an Interruption or a Breakdown as described below.

13. Interruption

The Service shall be considered Interrupted when it cannot be used for a period of 30 (thirty) or more consecutive minutes and under the condition that the Customer provides written confirmation of the unavailability of the Service to the Supplier, specifying the duration of the Interruption Period.

The Interruption Period shall be measured from the time that the notification of interruption is reported to the Supplier, under the condition that the interruption is proved by the Output Log communicated by the satellite or fibre operator and that the Customer fully complies with the instructions given by the Supplier with regard to the discontinuation or continuation in using the Service.

The Interruption shall be considered to be at an end as soon as one of the following situations occurs: (i) a restart in using the Service by the Customer, or (ii) notification by the Supplier to the Customer that the Service is available.

An Interruption period is not taken into consideration in the occurrence of an event under clause: 7 (Force Majeure clause), 8 (fault, negligence or other action of the Customer), 11 (Third party service providers), 12 (Suspension).

The Supplier shall provide the Customer with confirmation of the interruption as soon as possible at the end of the Interruption Period.

For each Interruption confirmed by the Supplier, the Supplier shall credit the Customer (against the Monthly Fees payable by the Customer) an amount calculated according to the following formula: the number of hours of outage ("A") in a calendar month in which there were one or more Interruption periods, divided by the number of hours of the relative month ("B"), multiplied by the Monthly Fee (related to airtime only, not to eventual equipment lease or rent) ("C"), i.e. $\frac{A}{B} \times C$.

This credit will apply only in case the monthly credit amount is over a minimum of EUR 100.00 (one hundred Euros).

14. Breakdown

If the Service suffers an Interruption period of at least 48 (forty-eight) consecutive hours confirmed by the Supplier, the Service shall be considered to have suffered a Breakdown.

If the Breakdown is confirmed by the Supplier the latter may, at its discretion, either reactivate the Service or offer the Customer the Service on an alternative satellite.

If the Supplier does not reactivate the Service after a Breakdown of more than 10 days, either Party shall be entitled to terminate the Agreement without liabilities. This

clause does not apply where the Supplier is taking steps to reactivate the Service and the Breakdown of 10 days or more arises from the difficulty the Supplier has in accessing the vessel due to the vessel's location.

In any case, in the event of a service Breakdown confirmed by the Supplier, the Supplier shall credit the Customer (against the Monthly Fees payable by the Customer) an amount calculated according to the following formula: the number of breakdown hours ("A") in a calendar month in which there were one or more breakdown periods, divided by the number of hours of the relative month ("B"), multiplied by the Monthly Fee ("C"), i.e. $\frac{A}{B} \times C$.

This credit will apply only in case the monthly credit amount is over a minimum of EUR 100.00 (one hundred Euros).

15. Terms of Payment

The Customer shall pay the Supplier the Monthly Fee as stated in the SF via bank transfer. All costs related to the execution of the bank transfer are for the Customer's account, as the Monthly Fee is considered net of these costs.

The Supplier shall transmit to the Customer an invoice for each monthly period. The Supplier shall receive the payment from the Customer at the due date indicated on the invoice.

Both parties agree that the Services provided under this Agreement are a supply of necessities and, in the event that a Remote is collocated on a Vessel, any default of any sums due will arise in a maritime claim including a right of arrest and the Supplier being able to exercise a contractual lien over the Vessel.

In case of failure of full or partial payment of an invoice, the amount due shall bear interest starting from the day following the date in which the invoice is due for payment at the applicable legal rate for overdue payments as provided by Directive 2000/35/EC as implemented in the jurisdiction that is applicable to this Agreement. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

The Supplier may, at any time, suspend the Service in the event of a delay in the Customer's payment of any services or goods provided from the Supplier to the Customer without notification to the Customer, including but not limited to, the failure of the Customer to pay amounts when due under any lease agreement for the hire of equipment.

In the event of failure of payment for more than 10 (ten) days, the Supplier shall have the right to terminate the Agreement and the Customer will be liable for a sum equal to the Monthly Fees, interest and any other charges which are outstanding at the date of termination and at the same time all Monthly Fees and any other charges that would

have been due between the date of termination up to the End-date of the Agreement will become immediately payable ("the Accelerated amount").

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding on the part of the Customer (other than any deduction or withholding of tax as required by law).

In the case of the Service provided on a Remote on a Vessel, the Customer shall notify the Supplier immediately in writing upon eventual disposal of the Vessel, including but not limited to any sale, loss, or constructive total loss. In such an event the Customer shall remain liable for the fulfilment of the Agreement.

In no event will the Customer deposit substitute the payments due from the Customer.

16. Termination of the Agreement

The Customer may terminate the Agreement at any time by means of a written notice to be delivered to the Supplier in accordance with the Clause 22 of this Agreement. In case of early termination, the Customer will be liable for a sum equal to the Monthly Fees, interest and any other charges which are outstanding at the date of termination and at the same time all Monthly Fees and any other charges that would have been due between the date of termination up to the End-date of the Agreement will become immediately payable ("the Accelerated amount").

Should the supplier of the satellite frequency withdraw the satellite used for the Service, or no longer make it available, the Supplier shall have the ability to terminate the Agreement. In this event, the Supplier shall reimburse the Customer any part of the Monthly Fee the latter has paid for the period following the date of termination of the Agreement.

The Supplier shall be entitled to terminate this Agreement in the event that (i) the Customer is in default of the Terms of Payment clause in the manner specified in that clause, (ii) the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so, (iii) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, (iv) the Customer has gone into liquidation or has been declared insolvent by a competent Court.

Should one of the above-described situations occur, the Supplier shall have the ability to (i) require the Customer to pay the Accelerated Amount, (ii) state that any amounts owed by the Customer are immediately due and collectable, including the Accelerated Amount, (iii) hold any of the Customer's equipment, material or non-material goods hosted in the Supplier's facility, until the full execution of the Customer's obligation, (iv) contact the Customer's end

customers to make them aware of the situation in order to preserve the Supplier's reputation.

Unless it is agreed differently in the SF, at the End Date, this Agreement shall be automatically renewed each year for 1 (one) more year, unless one of the Parties sends the other a written notice of termination, at least 60 (sixty) days before the End Date, and so on for the following End Dates.

17. Limitation of liability and Indemnities

The Supplier makes no warranties, express or implied, with respect to the Service provided, including, without limitation, fitness for a particular purpose or use. In no event shall the Supplier be liable to the Customer or any other party for special, consequential, incidental or punitive direct or indirect damages including, without limitation, loss of use, profits, revenue or goodwill.

The Supplier's liability for any and all causes and claims whether found in this Agreement, by negligence or otherwise shall in no event exceed (i) an amount equivalent to the proportionate charge by the Supplier to the Customer for the period of service affected or, (ii) if applicable, the replacement value of any customer VSAT equipment which is lost or damaged as a result of the Supplier's negligence or wilful misconduct, whichever is less.

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

The Customer agrees to observe the rules of the countries where the Service is accessible as well as the dignity, morals, national and international public order, and any third parties' rights. The Customer acknowledges that the fulfilment of this commitment is for the Supplier an essential requirement for making the Agreement effective.

The Customer undertakes to comply with all laws and secondary laws, statutes and national and international Regulations governing the implementation and interpretation of this Agreement. To this end, the Customer undertakes to obtain and maintain all licenses and operating authorizations necessary for the Service, committing to strict compliance with existing Legislation in each country receiving and transmitting data and, in particular, within the European Union.

The Customer will provide to the Supplier a copy of every license in relation to the Service (e.g. a broadcasting license) it has obtained and will inform the Supplier of any changes to such licenses.

The Customer will promptly inform the Supplier of any communication or notice received by any authority or body which may result in changes of territorial jurisdiction, limitation or revocation of licenses and/or authorizations.

The Supplier will in any event not be held responsible for the transmitted data, or broadcasted programmes ,

through the Services and for any legal, commercial or other consequences resulting from transmitting any kind of data or broadcasted programme .

The fulfilment of all the obligations and administrative duties necessary for the activation of the Service depends on the Customer who shall also obtain, at its expense, further authorizations and/or permits for managing its activity.

The Customer indemnifies the Supplier, its agents, employees and contractors against any direct or indirect actions, responsibilities, damages, losses or expenses (including legal expenses) due to disease, death or personal injury and/or damage to property, both personal and real, intellectual and non-intellectual, which could result from acts and omissions, both intentional and negligent, by the Customer, his agents, employees or contractors.

In particular, the Customer undertakes to defend, relieve and indemnify the Supplier against any causes, responsibilities, losses, costs, sanctions, penalties or damages, including legal expenses, arising or resulting in connection with, both directly and indirectly, from any data transmitted or with the content of any programme broadcasted by the Customer or the Customer's customer, that is considered defamatory or scandalous, violating a third parties' rights, or is any way considered illegal or inappropriate.

The violation by the Customer of any of the obligations hereby established will entitle the Supplier to interrupt the Services without notice and to terminate the Agreement.

18. Applicable law & jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of Italy. Each party irrevocably agrees that the courts of Milan shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. Agreement transfer

The Agreement can be transferred by each of the Parties to third parties only upon written approval by the other Party.

20. Confidentiality and use of information

Each party undertakes that through the term of this Agreement and thereafter, each party shall keep confidential the provisions of this Agreement together with all other information disclosed by the other party hereto (including, without limitation any information relating to the business or affairs of the other Party which may have come to its 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.

However, the Customer agrees that the Supplier may reasonably use the Customer's name, including Customer's trademark, logo including any associated registered design, and any pictures containing the Customer's intellectual property which the public associates with the image and brand of customer for the Supplier's marketing purposes including but not limited to use on the Supplier's website and in brochures and public/company events.

21. General conditions

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

In the case of a discrepancy between the terms in the GTC and the terms in SF, the terms in the SF will prevail.

The Agreement constitutes the whole agreement between the Parties and includes and replaces any other previous written or verbal arrangements.

Each amendment to the Agreement can only be made in writing signed by the parties.

The addresses listed in this Agreement have been agreed for this purpose; however they can be changed at any time through written communication to the other Party.

of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22. Communications

Any communication required according to this Agreement shall be written and delivered by hand, or sent by fax, registered email or registered letter with a form of acknowledgement of receipt at the following contacts points:

Supplier

MILANO TELEPORT S.r.l.

Via Cascina Nuova, 1

20084 Lacchiarella (MI)

ITALY

Email: salesadmin@milanoteleport.com

Customer

As per address and email address stated in the SF.

23. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent.

24. Acceptance of the Agreement and Execution

The Parties agree that this Agreement contains the entire agreement made between them and, signing this Agreement, the Customer confirms its intention to unconditionally accept its terms.

This Agreement comes into force when the Supplier confirms via email, using the salesadmin@milanoteleport.com address, the Agreement already signed from Customer's legal representative to the Customer's email address stated in the SF, providing and sending pdf copy of the SF executed by the Supplier's legal representative, along with applicable General Terms and Conditions within 7 days at the e-mail therein provided.

It is the Customer duty to ensure that the email address provided in the SF is valid and able to receive the emails from the Supplier.

Should Customer, for any reason, require a paper copy of the Agreement with the Supplier, he/she may request it to the Supplier within 7 working days since placing the order, otherwise the email procedure will be deemed by both Parties sufficient to confirm all the obligations of the Agreement and the pdf copies sent with the confirmation of the order will act as proof of the contract between the Parties.

The Supplier may at any time require the Customer to send proof of identity of the authorized representative who has signed the agreement and, if Customer fails to comply within 15 days, the Supplier may act under Article 16 and terminate the Agreement.