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## StratosNet<sup>®</sup> Supplemental Terms and Conditions

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### Appropriate Use of Software.

1.1 Customers shall not use the Services and Software in an abusive or fraudulent manner, including but not limited to the following:

- allowing unauthorized third-parties to utilize a StratosNet password;
- accessing or attempting to access Services or Software by using an unauthorized device or by tampering with or altering the Software;
- obtaining or attempting to obtain permission to use Services or Software by providing false or misleading information by adding, modifying identifying network header information ("spoofing");
- obtaining Services or Software without having the intent to pay charges incurred;
- using Services and Software to further criminal activity;
- using Services and Software to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to communicate with another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons;
- sending unsolicited commercial email to a distribution list or in an effort to deceive or mislead;
- sending data, images and programs that are libelous, defamatory, obscene, or pornographic;
- using Services and Software in a manner that interferes unreasonably with the use of Services and Software by one or more other Customers;
- violating certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups; and
- using Services and Software to gain or attempt to gain unauthorized access to any systems, networks or data ("hacking").

Customer shall not rent, lease, resell or otherwise redistribute the Software for profit.

1.3 Customer shall not reverse-engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

1.4 Customers shall use the Software and Services in accordance with all applicable laws and regulations, Internet community, guidelines and standards and in accordance with the then-current Terms and Conditions or any other policies or procedures that may be posted on the StratosNet<sup>®</sup> web site from time to time.



BEYOND THE HORIZON<sup>®</sup>

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3. Billing and Payment. Airtime charges associated with connection to the Services will be billed to the registered Customers of the dialing unit (satellite terminal or SIM card) at the per minute rate in effect for that unit. (E.g.: If Customers dial into StratosNet over an Inmarsat mini-M terminal, charges will be incurred on that terminal for the time Customers are connected at the current mini-M rate for that unit). Monthly airtime charges will be billed to the unit's Stratos account or through an Accounting Authority and are due thirty (30) days from the date of invoice. For Stratos direct account billing, charges will appear on Customers' regular monthly invoice. Customers who are dealers and/or distributors for Stratos shall pay charges incurred from use of the Services in accordance with the payment terms of their underlying Dealer and/or Distributor Agreement with Stratos. Customer agrees that in the event that unauthorized access and use of the Services occurs, Customer is responsible for all charges incurred for such unauthorized use of the Services. All overdue payments are subject to an interest charge of the lesser of (i) one and one-half-percent (1.5%) per month or (ii) the highest rate permitted by law.
4. Security and Reliability. Stratos makes no warranties to Customers, or any end users or other persons, of any kind, whether express, implied, or statutory, concerning the data or information availability or accuracy through the StratosNet network or interconnecting networks, including the content displayed on the StratosNet Total Internet toolbar. Customers understand that internetworking communications are not secure, and may be subject to interception or loss.
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7. Indemnification. Customers will defend, indemnify and hold harmless Stratos, and its Suppliers, affiliates, officers, agents, employees and subcontractors, against any claims, actions, losses, costs, damages, costs or expenses, including reasonable attorneys' fees ("Liability") related to or arising from, claims by Customers, end-users or third parties regardless of the cause of action, including but not limited to claims based on negligence relating to (i) these Supplemental Terms and Conditions – StratosNet Services; (ii) unauthorized access of the Services through Customers' account; (ii) the use of the Services or the Internet; and (iv) the placement or transmission of any message, information, software, audio files or other materials on the Internet by Customers or by those end users who access the Services through Customers' account, except to the extent caused by the gross negligence or willful misconduct of Stratos. Customers further defend, indemnify and hold harmless Stratos from any and all Liability arising from installation of the Software.
8. Termination. Stratos reserves the right to terminate Services in the event that Customers (i) inappropriately use the Services or Software as defined in Article 1; or (ii) fail to abide by these Supplemental Terms and Conditions – StratosNet Services; or (iii) fail to pay any fees or charges (including fees associated with my satellite services account or those fees and charges arising from unauthorized use) when due; or (iv) have not accessed Services using a satellite terminal in a six (6) month period; or (v) violate any laws or regulations, or the accepted norms of the Internet community during the use of the Services.
  - 8.1 Stratos further reserves the right to terminate Services at any time or for any reason, including but not limited to Customers use of Services to intentionally or unintentionally damage Stratos' commercial reputation and goodwill.
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  - 8.3 Customers and their end users may terminate the Supplemental Terms and Conditions – StratosNet Services by ceasing all use of the Services and deleting the Software from their computers and destroying all copies of the Software.
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