

CERTUS AIRTIME SERVICES AGREEMENT

Customer:

Address:

Telephone:

Effective Date:

Payment Method:

- Wire Transfer (pending credit application)
- Credit Card (pending credit card authorization form)

Term (months):

RATES OF COMPENSATION

Certus

PRODUCT	IMEI	SERVICE PLAN (From NAL Price Sheet)	MONTHLY MB ALLOCATION		MONTHLY SERVICE PLAN RATE		PER MB RATE BEYOND ALLOCATION
				\$		\$	
				\$		\$	
				\$		\$	
				\$		\$	
				\$		\$	

Notes:

- Prices are in USD and are exclusive of any applicable taxes. NAL Certus Price list is included in **Attachment 2**.
- This Agreement shall continue for the above-listed term period ("Term"). For plans with a Term period greater than one (1) month, please note that these are full month periods and are not prorated. Notwithstanding the foregoing, Customer may terminate this Agreement at any time by providing NAL Research with a thirty (30) days written notice.
- NAL Research will invoice the Customer monthly for the Service Plan ("Monthly Service Plan Rate"), plus any applicable taxes. Monthly Service Plan Rates are not prorated, and Customer will be billed for the full monthly charges. For clarity, if Customer activates Services on the 15th of the month, Customer will be charged for the full month and not a prorated amount.
- Monthly MB Allocation of data is only valid for one (1) month period and shall expire at the end of that month. Additionally, any unused data during any month of the Term will be lost and not rolled over to the following month. The Customer agrees to pay NAL Research all fees and any applicable overage charges for its Services in accordance with the selected Service Plan and at the rate indicated in the above table under "Per MB Rate Beyond Allocation".
- Customer may add additional units under this Agreement at any time as per the Monthly Service Plan Rate per unit. Activations during any service month will be charged the full Monthly Service Plan Rate. Upgrading your data allocation will reset the Term period.
- The Iridium CERTUS data is allocated monthly, and Customer will receive data based on their Selected Service plan and the Monthly MB Allocation of data. If Customer reaches their Monthly MB Allocation of data amount prior to the end of the then-current month period, NAL's default policy is to suspend Customer's service. Service will be automatically suspended unless Customer chooses to opt-out of this default process by submitting a written request

to NAL Research with explicit instructions to disregard this default process before the end of the then-current month. However, should Customer choose to opt-out of the monthly suspension process and exceed their Monthly MB Allocation of data, Customer will incur overage charges at the applicable MB rates as outlined in the above table under "Per MB Rate Beyond Allocation."

- Notwithstanding the Agreement coming into force on the Effective Date, the Parties agree that rights and obligations regarding any Certus Airtime Services to be provided hereunder do not begin until the date of activation ("Activation Date") and then shall remain in force for the Term specified above.
- The Customer acknowledges that NAL Research requires two (2) business days' notice to activate or re-start any Certus Airtime Services.
- Iridium's and NAL Research Systems' products, services, hardware, software, and technical data may NOT be EXPORTED or RE-EXPORTED, either DIRECTLY or INDIRECTLY, to U.S. embargoed or restricted destinations or to companies or citizens/nationals of those listed on the US Embargo and Sanctioned Lists without prior authorization from the applicable U.S. Government agency (BIS and/or OFAC) and Iridium's Export Compliance Department.

Program Management

The Customer agrees to designate the following representative as its Program Manager who will be responsible and authorized to coordinate and execute the functions related to the management of the Services.

Program Manager: _____

Title: _____ Email: _____

Phone: _____

Accounting/Billing Contact: _____

Title: _____ Email: _____

Billing Address: _____

Phone: _____

NAL Research Contact details

Customer Services

Email: support@nalresearch.com

Tel#: 703-392-1136

Accounting

Email: accounting@nalresearch.com

Tel#: 703-392-1136

Authorization

The Customer's use of the Service is subject to NAL Research's Satellite Services Terms of Use ("NAL Terms of Use"), which is included as **Attachment 1**. NAL Research Terms of Use include important legal rights, obligations and limitations. The Customer hereby consents to the terms of this Agreement and understands that by using NAL's Services, it accepts the NAL Terms of Use.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission, including digital signatures using a system such as DocuSign or Adobe, is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

Any changes or modifications to this Agreement made without the express written consent of NAL Research shall render it void and unenforceable.



11100 Endeavor Court, Suite 300, Manassas VA 20109

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Customer Name:

Name: _____ Title: _____ Authorized
Signature:

NAL Research Corporation

Name: _____ Title: _____ Authorized
Signature:

ATTACHMENT 1

SATELLITE SERVICES TERMS OF USE

The following Terms of Use shall govern use of the Iridium Certus services ("Services") purchased by Customer.

1. BILLING AND PAYMENT

- (a) NAL Research will bill and Customer shall pay NAL Research for the Services provided by NAL Research and for all applicable federal, state, local and other taxes which may be levied upon the Services.
- (b) Customer shall provide a valid and authorized credit card number for payment of Services. In the event that NAL Research and Customer agree that a credit card shall not be used, Customer shall pay all invoices within thirty (30) days of the date of invoice. NAL Research shall automatically bill Customer for any fees in excess of the monthly amount or period of performance purchased by Customer. Overdue payments shall be subject to a finance charge of the lesser of either one and one-half percent (1.5%) per month or the highest rate permitted by law.

2. HELP DESK

NAL Research operates a help desk which may be contacted at the following telephone number 703- 392-1136 x203 or e-mail at contact@nalresearch.com during our business hours of Monday through Friday from 8:00AM – 5:00PM Eastern Standard Time. The help desk provides Customer with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

3. OPERATING PROCEDURES

Customer shall follow the procedures ("Procedures") established by the entities that supply the Services to NAL Research ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to NAL Research. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. NAL Research shall not be liable for Customer's use of the Services in a manner inconsistent with the Procedures provided by Suppliers.

4. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by NAL Research or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. The use and restoration of Service shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities. NAL Research has no liability for unavailability or malfunction of Supplier's networks.

5. CONDITIONS OF OTHER CONTRACTS

The obligations of NAL Research and the terms of service and sale under this Agreement are subject to the terms of the agreements under which NAL Research purchases the Services from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under this Agreement is not permissible or possible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. NAL Research represents and warrants that it is not presently aware of any material respect in which this Agreement is inconsistent with an Other Contract.

6. ABUSE/FRAUDULENT USE OF SERVICES

- (a) Customer shall not use the Services in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services by using an unauthorized device; (ii) obtaining or attempting to obtain permission to use Services by providing false or misleading information; (iii) obtaining Services without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services to other Customer; (v) using Services to further criminal activity; (vi) using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call 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; (vii) using Services in a manner that interferes unreasonably with the use of Services by one or more other Customer.
- (b) NAL Research reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services purchased from NAL Research.

7. DEFAULT AND TERMINATION OF SERVICES

- (a) The occurrence or happening of any one or more of the following events shall constitute an event of default if not remedied within ten (10) days after notice from NAL Research: (i) use of the Services in any manner or for any purpose contrary to law; (ii) abuse or fraudulent use of the Services; (iii) failure to make any payments due as invoiced; (iv) discovery by NAL Research that any representation or warranty made by Customer in any document furnished by Customer to NAL Research is incorrect; (v) breach or violation of any of this Agreement by the Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- (b) In the event of default, NAL Research may, at NAL Research's sole option and without in any way limiting any other rights and remedies it may have, deactivate Customer's Service. NAL Research shall provide commercially reasonable written notice to Customer before deactivating any Service provided under this Agreement. NAL Research will bill Customer and Customer shall pay NAL Research for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, NAL Research shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by NAL Research due to default by a Customer, including but not limited to legal costs.

8. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

- (a) NAL makes no warranty, either express or implied, representations, guarantees or conditions, including any implied representations, guarantees, conditions or warranties of merchantability and fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of information content, or arising from a course of dealing, law, usage, or trade practice, or related to the performance or non-performance of any products accessories, facilities, or services, except as expressly stated in this Agreement, and it is understood and agreed that any other standards of performance, guarantees, conditions and warranties are hereby expressly excluded and disclaimed to the fullest extent permitted by law.
- (b) NAL Research shall not be liable to Customer, any user, or other person, nor shall Customer make any claim against NAL Research for: (i) any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury, however arising; (ii) any acts or omissions of a telecommunications carrier unaffiliated with NAL Research whose facilities are used in providing the Services; (iii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received through the Services; and (iv) infringement of patents or other intellectual property arising from use of the Services or the use of the Services and Equipment in combination with Customer-provided services.
- (c) NAL Research does not undertake to transmit messages, but offers the use of the Services to Customer for the transmission of telecommunications services.
- (d) Customer agrees with NAL Research that neither NAL Research, NAL Research's Suppliers, nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer or Customer's customer for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with: (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on in the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by NAL Research or NAL Research's Suppliers of the mobile earth station's authorization to use services provided by NAL Research or NAL Research's Suppliers, due to any cause whatsoever. Should NAL Research be found liable to Customer under this Agreement, IN NO EVENT SHALL NAL RESEARCH'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CUSTOMER'S CONDITIONS EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO NAL RESEARCH UNDER THIS AGREEMENT.
- (e) Customer alone shall be responsible for all claims, actions, losses, costs and damages ("Liability") arising out of or relating to the acts or omissions of Customer in connection with this Agreement. Customer shall indemnify and hold NAL Research and its officers, employees, agents, and shareholders harmless from and against all such Liability arising from Customer's negligence or willful misconduct.
- (f) NAL Research shall not be liable for any service outage or degradation in Suppliers' networks due to satellite malfunction or any other cause.

9. CUSTOMER PURCHASE ORDERS/CONTRACTS

If Customer issues a purchase order or a contract to NAL Research for Services, such purchase order or contract will be treated as an administrative document only and will not add to, delete from, or change any of this Agreement. If the issued purchase order or contract is firm-fixed price, Customer agrees to pay NAL Research for Services in excess of the amount stated in such firm-fixed price purchase order or contract. Customer agrees to waive any future challenge to the enforceability of any purchase order or contract on the basis that this Agreement supersedes all terms and conditions stated in such purchase order or contract.

ATTACHMENT 2

NAL CERTUS Commercial Airtime Price List

Pricing does not include Streaming Service which will be available at a later date.

<u>CERTUS MARITIME</u>	<u>Maritime 0 MB</u>	<u>Maritime 10 MB</u>	<u>Maritime 25 MB</u>	<u>Maritime 50 MB</u>	<u>Maritime 100 MB</u>
Subscription (Per Device)	\$79 / Month	\$99 / Month	\$199 / Month	\$379 / Month	\$669 / Month
Commitment Period	1 Month	1 Month	1 Month	1 Month	1 Month
Data Included	None	10 MB	25 MB	50 MB	100 MB
Data Overage Charge	\$18.00 / MB	\$10.50 / MB	\$9.50 / MB	\$8.50 / MB	\$8.00 / MB
Outbound Voice Calls	\$0.60 / Minute	\$0.60 / Minute	\$0.60 / Minute	\$0.60 / Minute	\$0.60 / Minute
Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00

- Sessions are charged in 100 Byte increments (minimum 5 KB/5,000 Byte charge per session)
- Inbound calls are free, but caller may be billed an international rate by their provider.
- Monthly fee for Public Static IP is \$15.

<u>CERTUS LAND</u>	<u>Land 20 MB</u>	<u>Land 30 MB</u>	<u>Land 50 MB</u>	<u>Land 80 MB</u>	<u>Land 200 MB</u>
Subscription (Per Device)	\$79 / Month	\$109 / Month	\$119 / Month	\$199 / Month	\$399 / Month
Commitment Period	3 Month	3 Months	3 Months	3 Months	3 Months
Data Included	20 MB	30 MB	50 MB	80 MB	200 MB
Data Overage Charge	\$6.25 / MB	\$6.00 / MB	\$5.75 / MB	\$5.00 / MB	\$4.25 / MB
Outbound Voice Calls	\$0.99 / Minute	\$0.99 / Minute	\$0.99 / Minute	\$0.99 / Minute	\$0.99 / Minute
Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00

- Sessions are charged in 100 Byte increments (minimum 5 KB/5,000 Byte charge per session)
- Inbound calls are free, but caller may be billed an international rate by their provider.
- Monthly fee for Public Static IP is \$15.

NAL CERTUS Commercial Airtime Price List

<u>CERTUS IOT</u>	<u>IOT 0 MB</u>	<u>IOT 1 MB</u>	<u>IOT 2 MB</u>	<u>IOT 5 MB</u>	<u>IOT 20 MB</u>	<u>IOT 30 MB</u>	<u>IOT 50 MB</u>	<u>IOT 80 MB</u>	<u>IOT 200 MB</u>
Subscription (Per Device)	\$32 / Month	\$36 / Month	\$40 / Month	\$52 / Month	\$79 / Month	\$109 / Month	\$159 / Month	\$279 / Month	\$559 / Month
Commitment Period	3 Month	3 Months	3 Months	3 Months	3 Months	12 Months	12 Months	12 Months	12 Months
Data Included	None	1 MB	2 MB	5 MB	20 MB	30 MB	50 MB	80 MB	200 MB
Usage Charge	\$16.00 / MB	\$13.00 / MB	\$10.50 / MB	\$8.00 / MB	\$6.25 / MB	\$6.00 / MB	\$5.75 / MB	\$5.00 / MB	\$4.00 / MB
Activation Fee	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00

- Sessions are charged in 100 Byte increments (minimum 5 KB/5,000 Byte charge per session)
- Monthly fee for Public Static IP is \$15.