

1. Applicability

(a) These terms and conditions for services (these "**Terms**") govern the provision of services by 1773745 Alberta Inc. operating as Canada Satellite ("**Canada Satellite**") to the undersigned customer ("**Customer**").

(b) The accompanying airtime agreement (the "**Airtime Agreement**") and these Terms (collectively, and may be as amended from time to time, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Airtime Agreement, the Airtime Agreement shall prevail.

2. Definitions. The following terms have the following meanings when used in this Agreement:

(a) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any authority by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws.

(b) "**Invoice**" shall mean any invoice issued by Canada Satellite to Customer.

(c) "**IMN Number**" means Inmarsat Mobile Number ("**IMN**"). The IMN provides the international identification number of the mobile Terminal.

(d) "**Minimum Period**" shall mean the Initial Term and/or any period, as set out in the Airtime Agreement.

(e) "**MSISDN**" means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of the mobile Terminal.

(f) "**Network**" means the satellite and terrestrial system that provides the Service.

(g) "**Person**" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

(h) "**Satellite Network Operator**" means the operator of the Network.

(i) "**Services**" shall mean the Services identified in the Airtime Agreement.

(j) "**SIM**" means a Subscriber Identity Module.

(k) "**Term**" means the term of this Agreement set out in Section 12 and includes, as applicable, the Pre-Paid Period, Initial Term, any Renewal Term and any extension or renewal of the foregoing.

(l) "**Terminal**" shall mean portable or transportable equipment which enables access to mobile satellite communications services. This equipment may be used on land, at sea, or on-board aircraft.

3. Services.

(a) Canada Satellite shall provide the Services to Customer as described in the Airtime Agreement in accordance with these Terms.

(b) Canada Satellite reserves the right to change the ID numbers, including but not limited to MSISDN and INM numbers in its discretion.

(c) Any dates specified by Canada Satellite for delivery of the Services are intended to be an estimate only. If no dates are so specified, delivery shall be within a reasonable time.

4. Unauthorised/Fraudulent Use. It is Customer's responsibility to ensure that they:

(a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.

(b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.

(c) Notify Canada Satellite immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use. Notification must be in writing and Customer assumes full responsibility for any calls made including fraudulent calls or those derived from SIM card cloning, or otherwise, until such notification is received and suspension of the SIM card and/or Terminal is confirmed by the Satellite Network Operator.

d) Canada Satellite reserves the right to immediately terminate any Services to Customer should they believe that the Subscriber has not observed their responsibilities as outlined in this Section 3.

5. Fees and Expenses; Payment Terms; Interest on Late Payments.

In consideration of the provision of the Services by Canada Satellite and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in each Invoice, calculated on a monthly basis in accordance with the Airtime Agreement and including (without limitation) any credit card charges, transaction fees and applicable taxes. Data records provided by the Satellite Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.

1. Applicability.

(a) Fees will be charged as indicated in the Airtime Agreement irrespective of use of the SIM card and/or Terminal.

(b) Fees will continue to apply during SIM card/Terminal suspension.

(c) Call costs not listed will be charged at Canada Satellites rates, copies of which are available on request.

(d) Customer shall pay all invoiced amounts due to Canada Satellite within SEVEN (7) Calendar days from the date of Canada Satellite's invoice. Customer shall make all payments hereunder in Canadian dollars unless otherwise provided. Payments shall, if applicable, be applied first to interest of overdue account and then unpaid fees.

Customer acknowledges that Canada Satellite may be billed by their supplier for usage incurred by the Customer and/or end user, after the usual billing period. Canada Satellite shall invoice Customer for any such additional costs as soon as it becomes practicable to do so. Customer hereby acknowledges and agrees that they are responsible for any such costs when invoiced by Canada Satellite.

(e) In the event payments are not received by Canada Satellite within 30 days after becoming due, Canada Satellite may charge interest on any such unpaid amounts at a rate of three point nine five percent (3.95%) per month or, if lower, the maximum amount permitted under Applicable Law, from the date such payment was due until the date paid; and

(f) Canada Satellite Reserves the right to, without liability, immediately suspend performance of the Services until any payment due and payable by Customer has been made in full.

(g) If Customer has provided credit card information for the payment of invoices, it is Customer's responsibility to ensure that updated credit card information is provided to Canada Satellite as necessary. Credit Card payments will be processed on the date of each Invoice.

(h) Customer may request to receive notifications when their usage exceeds an agreed level ("**Usage Alerts**"). Customer acknowledges that Canada Satellite does not accept any liability for or guarantee the Usage Alert service and it remains the sole responsibility of Customer to ensure they do not exceed any specified airtime limits and for payment of any usage in excess of the specified limits.

(i) Customer acknowledges and agrees that all services will be chargeable, however caused, until either a request for a deactivation or suspension is received by Canada Satellite from Customer and the deactivation or suspension of the SIM card and/or Terminal is confirmed by the Satellite Network Operator.

6. Re-activation, Unbarring and Deactivation.

In the event of re-activation, unbarring or deactivation of a SIM card and/or Terminal, a charge of \$50 USD may be applied for each process. Re-activation of a deactivated Iridium SIM card will cost \$295.00 USD.

7. Taxes.

Customer shall be responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Customer hereunder.

8. Representations and Warranties of Customer. Customer represents and warrants to Canada Satellite:

(a) If it is not an individual, is duly organised and existing under the laws of the jurisdiction applicable to the Customer, it has the full right, power legal capacity and authority to enter into this Agreement, the execution of this Agreement by the individual(s) whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Customer have been duly authorized by all necessary action on the part of Customer.

(b) Customer shall comply with all Applicable Laws with respect to its use of the Services and performance of its obligations under this Agreement.

9. Representations and Warranties of Canada Satellite.

(a) Canada Satellite represents and warrants to Customer that it shall perform the Services using personnel of reasonable skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(b) Canada Satellite shall not be liable for a breach of the warranty set forth in Section 9(a) unless Customer gives written notice of the defective Services, reasonably described, to Canada Satellite within thirty (30) days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 9(b), in the event of a breach of the limited warranty in Section 9(a), Canada Satellite shall credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDY SET FORTH IN SECTION 9(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CANADA SATELLITE'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(a).

10. Disclaimer of Warranties.

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(A) ABOVE, CANADA SATELLITE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OR CONDITION OF MERCHANTABILITY; OR (B) WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OF TRADE OR OTHERWISE.

11. Limitation of Liability.

(a) Canada Satellite disclaims any liability for any:

(i) loss of Services, due to the withdrawal of operating licenses by any governmental authorities or their refusal to renew such, with respect to Canada Satellite or the Satellite Network Operator.

(ii) Any or all failure or reduction in quality in any aspects of the system hardware or Services provided or the satellite(s) or terrestrial connections that may apply;

(iii) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service; or

(iv) Any loss or delay associated with unlicensed or fraudulent usage of equipment or services.

(b) IN NO EVENT SHALL CANADA SATELLITE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH

DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL CANADA SATELLITE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF: (A) THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CANADA SATELLITE PURSUANT TO THIS AGREEMENT IN THE 1 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) \$100.00.

12. Term.

(a) For pre-paid Agreements, the term of the Agreement shall be the be the pre-paid period (the "**Pre-Paid Period**") as set out in the Airtime Agreement and any extension or renewal thereof.

(b) For Agreements that do not have a Pre-Paid Period, the initial term shall be as set out in the Airtime Agreement (the "**Initial Term**"). This Agreement shall automatically renew for an additional term (each a "**Renewal Term**") on the last day of the Initial Term and each Renewal Term, as applicable, for a term equal to the length of the Initial Term, unless either Customer or Canada Satellite provides the other party with not less than thirty (30) days prior written notice of termination before the last day of the applicable term.

13. Termination.

(a) Canada Satellite may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Customer's receipt of written notice of non-payment; or

(ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(b) In the event that Customer breaches this Agreement, Canada Satellite may terminate this Agreement on fourteen (14) days prior written notice to Customer. In the event of such termination, Customer shall be liable for the payment of any Minimum Period.

(c) Customer may cancel this Agreement on notice to Canada Satellite within seven (7) business days of the commencement of the Initial Term or Pre-Paid Period provided that Customer has not connected to the Network.

(d) Subject to Section 13(e), Customer may terminate this Agreement by providing Canada Satellite with not less than thirty (30) days prior written notice.

(e) Notwithstanding anything to the contrary herein, Agreements which are invoiced up front quarterly, half yearly or annually may only be terminated by Customer at the end of the committed period by providing Canada Satellite with not less than thirty (30) days prior written notice of termination.

14. Suspension.

Canada Satellite reserves the right to, without liability, immediately suspend the Services in the event of a breach of this Agreement by Customer.

15. Personal information.

Customer consents to the use and disclose Customer's personal information for the purposes of carrying terms of this Agreement, or enforcement thereof, including for billing and collection purposes, and as necessary or appropriate to protect the rights, property, or safety of Canada Satellite, its customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

16. Waiver.

No waiver by Canada Satellite of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Canada Satellite. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Force Majeure.

Canada Satellite shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Canada Satellite including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, lock-outs, strikes, or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

18. Assignment.

Canada Satellite may assign this Agreement to any Person. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Canada Satellite. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule.

22. Choice of Forum

Any legal suit, action, litigation or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

23. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Airtime Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be deemed effectively given (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier (with all fees pre-paid), signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, in each case, return receipt requested, postage prepaid.

24. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Governing Law, Choice of Forum, and Survival.

26. Amendments and Modifications

Customer acknowledges and Agrees that Canada Satellite may, at its sole discretion, amend and/or modify the contract periodically by giving thirty (30) days written notice to Customer. Within the thirty (30) day notice period the Subscriber may terminate this Contract by giving thirty (30) days notice to Canada Satellite as provided herein. Upon the expiry of the thirty (30) day notice period, the Customer shall be deemed to have accepted any notification and/or amendment.

27. Electronic Documents

The Customer hereby consents to the electronic delivery of this Agreement and any document or communication delivered in connection with or contemplated under this Agreement and any document so delivered will be deemed to be in writing. The Customer further acknowledges that they may withdraw their consent to electronic delivery of documents at anytime by providing written notice to Canada Satellite. However, if such consent is withdrawn, Canada Satellite retains the right to limit access to or suspend the Services without further liability on the part of Canada Satellite.

28. Electronic Signatures and Electronic Delivery

Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.