

Last updated January 15, 2026

MASTER SUBSCRIPTION TERMS AND CONDITIONS
FOR
ORBITAL DATA CENTER SERVICES

These Master Subscription Terms and Conditions (these “**T&Cs**”) contain the terms and conditions that govern your access to and use of the orbital data center services we may provide you and other terms and conditions relating our relationship with you.

These T&Cs together with the order(s) and selection(s) you make through our ordering process form a legally binding agreement (this “**Agreement**”). “**You**” or “**Customer**” means the user or customer entity indicated when you place an order or register through our ordering process and portal. “**Atomic-6**,” “**Service Provider**,” “**we**,” “**us**,” or “**our**” means Atomic-6, Inc. (or our designated affiliate, successor, or assignee). A “**Party**” means you or us, and “**Parties**” mean both you and us. This Agreement takes effect upon the earlier of (i) your acceptance or placement of any order through our portal, or (ii) your execution of an applicable Atomic-6 order referencing these T&Cs (the “**Effective Date**”). You represent to us that you are lawfully able to enter into legally binding contracts on behalf of the Customer indicated and that you have legal authority to bind the Customer. Capitalized terms shall have the meaning given in this Agreement, including Attachment 1 to these T&Cs.

Customer acknowledges and agrees that this Agreement, including these T&Cs, contains important legally binding terms and conditions, including non-cancellable Customer payment obligations, limitations and disclaimers of liability and risks, rights and waivers in connection with Customer’s equipment, an auto renewal provision, a dispute resolution provision, and other terms and conditions. Please read these T&Cs carefully. If you do not want to agree to these T&Cs, you must not place or accept any order with us.

1. SCOPE OF SERVICES.

- a. Services and Orders.** Subject to the other provisions of this Agreement, Service Provider will provide Customer with the Services set forth on one or more Order(s), which may include physical space, power, bandwidth, and related orbital data center services on a Space Vehicle. In the event of a conflict between the terms of these T&Cs and the terms of an Order, the Order will govern, except as explicitly stated otherwise. The terms and conditions contained in any Customer-provided purchase order or other similar ordering document are not binding on Service Provider. Services may be provided by Service Provider’s affiliates or third party contractors, and Service Provider shall be responsible for the performance of all Services in accordance with this Agreement; such affiliates and third-party contractors shall not be directly liable to Customer.
- b. CUSTOMER PORTAL.** Service Provider will provide Customer with an account and password to access the Customer Portal. Customer is responsible for all activities that occur under Customer’s account on the Customer Portal. Service Provider may permit Customer to add or modify Services through the Customer Portal. In such event, modification by way of the Customer Portal will be considered a valid Order for such Services.
- c. Dependencies.** Services are dependent on Customer’s provision of Customer Equipment in accordance with this Agreement, including compliance with Service Provider’s policies, specifications, guidelines regarding Customer Equipment and certification thereof before and after the Space Vehicle’s launch into orbit. Service Provider may exclude Customer Equipment from Space Vehicle integration and/or launch or suspend Services if it has a good faith concern regarding safety or risks relating thereto, including how Customer Equipment may impact other customer equipment, Service Provider Equipment, or the Space Vehicle generally. In addition, the Services, including any Space Vehicle’s (and all related equipment’s) launch into orbit and operations and performance, are subject to certain risks and uncertainties (e.g., solar or other storms or radiation effects, space debris impacts, space charging effects, etc.), which Service Provider has and will use commercially reasonable efforts to mitigate pursuant to industry standards, but Service Provider (and each of its Related Parties as defined below) assumes no liability, and is hereby released from, for any damage, destruction, injury, harm, loss, or other event outside of its reasonable control relating thereto, whether known or unknown, to the maximum extent permitted by law, unless arising from Service Provider’s willful misconduct. Each Party will be responsible for procuring insurance to mitigate such risks as described below. If Customer is adversely impacted by any such event or circumstance, Service Provider will use reasonable efforts to offer Customer alternative Services, as and if available.

- d. **Alteration or Suspension.** Service Provider may, in its reasonable discretion, alter the provision of any Service to Customer, so long as Service Provider does not materially and adversely impact the Services. No alteration shall modify Service Provider's service level or other obligations, or Customer's remedies, pursuant to the other provisions of this Agreement. Service Provider may also alter or suspend Services if it has a good faith concern regarding safety and operations (e.g., excessive power consumption, excessive heat generation, electrical charging or arcing, or otherwise), provided that Service Provider uses commercially reasonable efforts to address such circumstances.

2. TERM AND RENEWAL; END OF TERM RIGHTS.

- a. **Term.** This Agreement shall remain in effect until the termination or expiration of the last Order, at which point it will terminate and be of no further force and effect, except for provisions which survive termination or expiration.
- b. **Service Start and Renewal.** The "**Service Term Start Date**" and "**Initial Service Term**" for Services on an Order will be as provided in the applicable Order. Fees will begin on the "**Billing Start Date**" for the applicable Order and continue thereafter, unless and until expressly provided otherwise. After the expiration of the Initial Service Term, the Services on the applicable Order will automatically renew for two (2) years (each, a "**Renewal Service Term**"), unless either Party informs the other Party in writing of its intent not to renew such Service at least 90 days prior to the scheduled expiration of the then-current Service Term. The Initial Service Term and any Renewal Service Terms are collectively referred to as the "**Service Term**".
- c. **Equipment Transfer/Disposal.** If Customer elects to not renew or this Agreement is terminated for any reason, the Customer hereby assigns and conveys (and agrees to assign and convey) all right, title, and interest in and to the Customer Equipment to Service Provider (or Service Provider's designee) for the lesser of \$1.00 USD or book value (to be credited on the last invoice or otherwise paid to Customer), free and clear of any encumbrances. Customer also acknowledges and agrees the Customer Equipment on a Space Vehicle cannot and will not be returned to Customer after launch. Customer Equipment may be destroyed or redeployed for other purposes if not necessary for providing the Services or if providing the Service is not reasonably and safely possible due to the nature and risks of Space Vehicles. However, Service Provider, with Customer's cooperation, will use reasonable efforts to remove any Customer Data from such Customer Equipment before redeploying such equipment for purposes unrelated to Customer.

3. PAYMENTS.

- a. **Billing Start Date.** Billing for Services will begin as described in the Order. Fees for Services will apply regardless of Customer's use of the Services, unless expressly provided otherwise on an Order.
- b. **Payment Due Date.** Payments are due within 30 days of the date the invoice is sent to the Customer and will be paid in U.S. Dollars, unless otherwise provided in the Order. Fees are not subject to any set-off or withholding by Customer, and are not cancellable or refundable.
- c. **Charges and Invoices.**
 - i. **Recurring Charges.** All recurring charges for Services will be invoiced by Service Provider on a monthly basis, unless otherwise provided ("**MRCs**"). Charges that are dependent upon the level of usage will be billed monthly in arrears and overages for these Services will be billed at the rate(s) set forth in the applicable Order (or otherwise published). Invoicing for partial months will be prorated based on a calendar month (and may be billed in arrears).
 - ii. **Other Charges.** Orders may also include one-time, non-recurring, or other charges as described in the Order.
 - iii. **Adjustments.** Unless otherwise provided in an Order, fees and rates are subject to an annual increase on sixty (60) days' notice (email is sufficient) based on the change in the U.S. consumer price index.

- iv. **Late Payments.** Any late payment will be subject to (A) a late administration charge of the greater of \$250 and 10% of the amount of the late payment for the first day late, and (B) 1.5% per month thereafter compounding on the late amount and any unpaid late charges or interest (or the maximum amount permitted by law if less); however, Service Provider may waive these late charges under clause (A) if Customer pays annually in advance within five (5) days after notice of the administration charge described above or provides other assurances or deposits reasonably acceptable to Service Provider and continues to be in compliance with its payment obligations for the remainder of the term. Customer will also be liable for any reasonable attorneys' fees or other costs associated with collecting late payments. In the event Customer fails to timely pay more than two times during the term, Service Provider may require Customer pay annually in advance; if Customer refuses to do so, Service Provider may terminate and redeploy the applicable equipment, at Service Provider's option, and without limiting other rights and remedies.
- d. **Pass-Through Costs.** Orders may include Pass Through Costs for third party telecommunications, space traffic management, or other third party items identified in the Order. Upon 30 days prior notice, Service Provider may increase the applicable rates and charges set forth in an Order in a proportional amount to account for increases to Pass Through Costs by applicable third parties.
- e. **Restricted Access and Use for Non-Payment.** Service Provider may limit or restrict Customer's access or use of the Services if past-due balances remain unpaid for more than 30 days after Service Provider provides notice of initial delinquency to Customer. If Customer is more than 60 days late, Service Provider may terminate, at Service Provider's option, and without limiting other rights and remedies.
- f. **Taxes.** Except for taxes based on Service Provider's income, Customer will be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges, tariffs, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services or Customer Equipment provided hereunder.
- g. **Escalators.** Unless otherwise provided in an Order, fees and rates are subject to any annual increases based on prevailing economic factors.
- h. **Invoice Dispute.** In the event of an invoice Dispute, Customer must notify Service Provider via email to: billing@odc.space within 60 days of the date the invoice is sent to the Customer and pay all undisputed portions by the applicable due date. In such notice, Customer must describe the nature of the Dispute with sufficient detail to reasonably permit Service Provider to investigate the Dispute. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account and amounts payable to Service Provider shall be paid within 10 days of Dispute resolution.
4. **TERMINATION AND REDUCTION IN SERVICES.**
- a. **Mutual Termination for Breach.** Either Party may terminate this Agreement (or the impacted Order(s)) without liability if the other Party materially breaches the terms of this Agreement and the breaching Party fails to cure the breach within 30 days of receipt of notice from the non-breaching Party. However, Customer may not terminate the entire Agreement or any Order unrelated to such breach pursuant to this Section merely because of breach relating to a specific Order. In the event Service Provider terminates all or portion of the Services (e.g., for Customer's non-payment), Customer shall promptly pay Service Provider the fees for the remainder of the originally contemplated Service Term in a lump sum plus any reasonable collection costs.
- b. **No Termination for Convenience by Customer; Non-Cancellable Fees.** Customer may not terminate any Service or portion thereof for its convenience prior to the end of the applicable Service Term and all fees are non-cancellable and non-refundable, unless Customer is properly terminating for Service Provider's uncured material breach as provided in Section 4(a) above or as otherwise described in an Order. Fees are non-cancellable and terminations by Customer are restricted as described above due to the Service Provider's upfront capital costs and reliance on Customer's commitment, and Customer agrees this is fair and reasonable given the nature of the Services and such investments by Service Provider.

5. **UTILIZATION OF SERVICE PROVIDER NETWORK; CONTENT OF TRANSMISSIONS.** At Customer's request, Service Provider shall use commercially reasonable efforts to assign Internet Protocol ("**IP**") addresses specified on an Order for Customer during a Service Term and to route those IP addresses on Service Provider's network. Customer shall have no right to route such IP addresses outside of the Service Provider's network. Service Provider shall retain ownership of all such IP addresses at all times, and Customer's access to such IP addresses shall cease immediately upon termination of the Agreement or the applicable Service. Customer is solely responsible for the content of any transmissions utilizing the Services. The use of another organization's network or computing resources is subject to its respective permission and usage policies. Customer further agrees not to use the Services for illegal purposes. Service Provider reserves the right to re-route IP data packets to any and all Internet carriers connected to the Service Provider network based upon current load and service issues at the time of re-routing. The removal of IP data packets and the re-routing to another Internet carrier shall not be calculated in any service level commitments applicable to a Service.
6. **HAZARDS OR INTERFERENCE.** Customer agrees not to interfere with or disrupt other Service (including network) customers or users or any equipment. In the event that Customer Equipment poses a threat or risk, Service Provider may immediately disconnect all or a portion of the Service or take other reasonable actions or precautions. If Customer or any Customer Equipment creates a hazard or interferes with Service Provider's operation and/or maintenance, Service Provider will use reasonable efforts to notify Customer of such hazard or interference. Upon Service Provider notification under this Section, Customer must promptly and as applicable: (a) remove the hazard or cease the interference and cooperate with Service Provider, (b) provide a plan to remove the hazard or cease the interference that is reasonably acceptable to Service Provider, or (c) authorize Service Provider to take such necessary action (billed at applicable rates) to remediate the hazard or interference. Customer understands that a hazard or interference may cause imminent harm, in which case notice to Customer may not be reasonable prior to Service Provider taking necessary action.
7. **SECURITY.**
- a. **Service Provider Responsibilities.** Service Provider shall take commercially reasonable measures designed to provide the security safeguards described in the Order or applicable Service documentation or policy published by Service Provider, including NIST 800-171 (or a successor thereto) and encryption as further described in the foregoing. Customer acknowledges and agrees that Service Provider is not responsible for the integrity or security of any Customer Data.
- b. **Customer Data Ownership.** As between Service Provider and Customer, Customer Data is and will remain the exclusive property of Customer.
- c. **Customer Responsibilities.** Customer shall (i) use commercially reasonable security precautions in connection with the use of the Services, (ii) require its end users and customers to use commercially reasonable security precautions; and (iii) encrypt sensitive or regulated Customer Data (e.g., personal information). Customer shall ensure logical security protection and backup and recovery of Customer Data. Customer shall ensure it has the right and authority to process and transmit Customer Data as contemplated by this Agreement. Customer agrees to notify Service Provider promptly upon becoming aware of any unauthorized access to, or unauthorized disclosure of, the Services or Customer Data that it becomes aware of that could adversely impact Service Provider and collaborate to address such event or circumstance. Customer must apply, and with respect to Services managed by Service Provider, consents to Service Provider's application of all security patches or updates to Customer's software, firmware or operating system used in Service Provider's provision of the Services.
8. **EQUIPMENT AND SOFTWARE.**
- a. **Rights To.** Customer represents, warrants and covenants that it owns or has the legal right and authority to use and grant rights to, as applicable Customer Equipment and any software provided or used in connection therewith, as contemplated by this Agreement.
- b. **Service Provider Equipment.** To the extent Service Provider procures specific equipment for Customer's use, Service Provider reserves the right to substitute such equipment with comparable equipment of the same or similar make, model and performance specifications. Such substituted equipment shall not negatively impact Service Provider's provision of the applicable Services. Customer does not have any right in or to such equipment. Service Provider will coordinate any equipment substitutions with Customer.

- c. **Software Terms.** With respect to any third-party software provided by Service Provider for Customer's use in connection with the Services (the **"Software"**), Customer represents, warrants and covenants that it will abide by any Additional Software Terms in the applicable Order or on Service Provider's website (the **"Additional Software Terms"**). The Additional Software Terms are hereby incorporated into the Agreement. In the event of any conflict, the Additional Software Terms will control, but only with respect to the Software. Service Provider will endeavor to provide Customer with prior notice (e-mail acceptable) of any material modifications to the Additional Software Terms.
9. **ACCEPTABLE USE POLICY AND SPACE VEHICLE RULES.** Customer shall, and shall cause any parties permitted by Customer to use the Services to, comply with: (a) Service Provider's Acceptable Use Policy in the Portal or attached to this Agreement (the **"AUP"**), and (b) Service Provider's generally applicable policies and rules relating to its Space Vehicles in the Portal or attached to the Agreement (the **"Space Vehicle Rules"**). The AUP and Space Vehicle Rules may be updated by Service Provider from time to time and Service Provider will provide Customer with reasonable prior notice of any substantive modifications. If Customer (a) notifies Service Provider in writing within 15 days of Service Provider's notice that Customer does not approve of such modification and (b) can reasonably demonstrate an adverse impact to its use of the Services is the direct result of such modification, then the Parties will use commercially reasonable efforts to reach a mutually agreeable solution to address the issue.
10. **SERVICE LEVEL AGREEMENTS.** Certain Order(s) may include service levels and corresponding service level credits for Service Provider's unexcused failure to meet certain uptime, power, connectivity, or other criteria relating to a particular Service. Failures outside of Service Provider's control or caused by Customer Equipment are excused. Service level credits shall not exceed fifty percent (50%) of the monthly fees under the applicable Order, and are Customer's sole and exclusive remedy for such failure. Customer must request service level credits within ten (10) business days of the applicable event or such remedy is waived.
11. **SUSPENSION OF SERVICES.** Service Provider reserves the right to suspend Services in the event: (a) Service Provider has the right to terminate as a result of invoices being past due; or (b) Service Provider reasonably believes: (i) Customer is in violation of the Agreement, provided, however, that Service Provider will make reasonable efforts under the circumstances to provide Customer an opportunity to cure such breach; (ii) Customer is in violation of any applicable law or regulation; (iii) it is required to suspend Services under applicable law or government order; or (iv) continuing to provide the Services would result in significant risk or damage to Service Provider, the Space Vehicle, the Service Provider's power or network infrastructure, or other Service Provider customers or their equipment or data. Service Provider will have no liability for any damages or losses that Customer may incur as a result of any suspension of Services pursuant to this Section.
12. **INSURANCE.**
- a. **General.** Each Party will maintain insurance that meets or exceeds the greater of (i) the amounts and types as reasonably determined by it to cover its risks related to its business, (ii) that required by applicable law, and (iii) the minimums below in this Agreement.
- b. **Customer Minimum Obligations.** Customer shall procure and maintain, at Customer's sole cost and expense, the following minimum insurance coverage during the Service Term and, with respect to any claims-made policies, continuing until two (2) years after the end of the Service Term: (i) Workers' Compensation in an amount not less than that prescribed by statutory limits; (ii) Employer's Liability with limits of not less than \$1,000,000 per occurrence; (iii) Commercial General Liability Insurance in an amount not less than \$3,000,000 per occurrence and \$3,000,000 in the annual aggregate; (iv) "All Risk" Property insurance covering all of Customer's Equipment at any and all times (including before, during and after launch into orbit) in an amount not less than its full replacement cost, as well as business interruption coverage; (iv) other or additional insurance to cover damages or losses suffered by Service Provider or other Service Provider customers arising from Customer's negligence or Customer Equipment, and (v) Cyber Breach Liability Insurance in an amount not less than \$3,000,000. Customer's applicable policies shall be endorsed to show Service Provider as an additional insured, and must contain provisions providing that such insurance is primary insurance insofar as Service Provider and Customer are concerned, with any other insurance maintained by Service Provider being excess and noncontributing with the insurance required of Customer. Customer shall either require its applicable contractors to procure and maintain the same types, amounts and coverage as are required of Customer, or add such contractor

as an additional insured on such policies of Customer. Customer shall ensure that its commercial general liability and property policies include a waiver of subrogation by the insurer as to Service Provider (and each of its Related Parties). Customer hereby releases and relieves Service Provider (and each of its Related Parties), including their carriers from responsibility for, and waives any claim of recovery for any loss or damage to the Customer Equipment to the extent covered (or required to be covered) by Customer's insurance, unless arising solely from Service Provider's willful misconduct. Customer hereby waives California Civil Code Section 1542, if applicable, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

c. Service Provider Minimum Obligations. Service Provider shall procure and maintain, at Service Provider's sole cost and expense, the following minimum insurance coverage during the Service Term and, with respect to any claims-made policies, continuing until two (2) years after the end of the Service Term: (i) Workers' Compensation in an amount not less than that prescribed by statutory limits; (ii) Employer's Liability with limits of not less than \$1,000,000 per occurrence; (iii) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate; (iv) Auto Liability with a combined single limit of not less than \$1,000,000 per occurrence; (v) Professional Liability (Errors and Omissions) Insurance Policy, including Cyber Breach Liability, in an amount not less than \$1,000,000, and (vi) commercially reasonable levels of space and satellite insurance, as reasonably determined by Service Provider, to cover the Space Vehicle. All Service Provider insurance policies, with the exception of Workers Compensation and Employer's Liability, shall be secondary and in excess of Customer's insurance required to be maintained hereunder and non-contributory with Customer's policies.

d. Other Obligations. Each Party shall: (i) provide the other party upon request with evidence of compliance with this Section 12, and (ii) notify the other Party in writing at least 30 days in advance of cancellation or reduction in required coverage. None of the foregoing requirements in this Section 12 as to the type and limits of insurance to be maintained by either Party are intended to and shall not in any manner alter or qualify the liabilities and obligations for which such Party is responsible under any other section of the Agreement or by law, unless expressly provided otherwise in these T&Cs. All insurance shall be with reputable insurers having an AM Best rating of A- or better and may be under an umbrella, blanket or similar policy.

13. NOTICES. All notices required under this Agreement will be in writing, unless otherwise specified herein, and may be delivered by a nationally recognized courier or e-mail to the addresses set forth on an applicable Order. Notices delivered by courier will be deemed delivered upon actual receipt by recipient and notice delivered by email in will be deemed delivered upon the date the notice is sent. Unless otherwise provided herein, notices will be delivered to the addresses most recently provided by a Party in an Order. All notices by Customer to Service Provider to terminate, cancel or avoid auto-renewal must also be provided by way of email to billing@odc.space.

14. NO LEASEHOLD INTEREST; SERVICE AGREEMENT. The Parties acknowledge and agree that this Agreement is a service agreement and is not intended to, and will not constitute, a lease, sublease or easement. and that Customer has no rights as a tenant or otherwise under any applicable laws, regulations, or ordinances.

15. INDEMNITY.

a. Service Provider Indemnification Obligations.

i. Service Provider shall indemnify and defend Customer, Customer's affiliated entities and its employees, officers, contractors and agents (collectively, "**Customer Indemnified Parties**") from and against any claim, brought against Customer Indemnified Parties by a third party, and all liability, judgment, or cost, including reasonable attorney fees arising out of such claim, to the extent such claims arises from or relates to the following: (x) tangible personal property damage to Customer's Equipment resulting from Service Provider's willful misconduct, up to the full replacement cost of the damaged equipment, (y) actual personal injury damage resulting from Service Provider's willful misconduct, provided, however that indemnification relating to personal injury shall not apply to any claims made by employees of Customer or any Customer Indemnified Party that are covered under applicable workers' compensation law, or (z) intellectual property

infringement directly arising from the provision of the Services by Service Provider, except to the extent caused in whole or in part by Customer Equipment or Customer Data or otherwise excused below.

- ii. In addition, if any portion of the Service becomes, or in Service Provider's opinion is likely to become, the subject of a claim of infringement of any third party intellectual property rights, then Service Provider, at its option and expense, may: (x) procure for Customer the right to continue using such portion of the Service, or (y) replace or modify such portion of the Service so that it becomes non-infringing, or (z) terminate.
 - iii. The obligation of Service Provider set forth above do not apply (x) with respect to portions or components of the Service that are not supplied directly by Service Provider, that are made or modified in whole or in part in accordance with Customer's specifications, that are modified by Customer to the extent the alleged infringement relates to such modification, or that are combined with other products, processes or materials other than by Service Provider to the extent the infringement relates to such combination; or (y) where Customer's use of the Service is not strictly in accordance with the terms of this Agreement including any applicable Additional Software Terms. Notwithstanding anything to the contrary, Customer's sole and exclusive remedies against Service Provider and the Service Provider Indemnified Parties for intellectual property infringement are as set forth in this Section.
- b. **Customer Indemnification Obligations.** Customer shall indemnify and defend Service Provider, Service Provider's affiliated entities and its employees, officers, contractors and agents (collectively, "**Service Provider Indemnified Parties**" or "**Related Parties**") from and against any claims brought against Service Provider Indemnified Parties by a third party and all liability, judgment, or cost, including reasonable attorney's fees arising from such claim, to the extent that such claims arise from or relates to the following (i) any breach of this Agreement (including, without limitation, the AUP and the Space Vehicle Rules) by Customer or its agents; (ii) Customer's business or operations, including Customer's use of the Service or responsibilities relating to the Customer Equipment or Customer Data, except to the extent arising from Service Provider's willful misconduct, (iii) or any negligence or misconduct, by Customer, any Customer Indemnified Party or any of its or their assignees or customers, or (iv) Customer's failure to have the necessary rights or consents relating to Customer Data or Customer Equipment for the purposes contemplated by this Agreement.
- c. **Indemnification Procedures.** The indemnified Party will promptly notify the indemnifying Party in writing of any losses for which the indemnified party seeks indemnification. Lack of notice will not invalidate the indemnifying Party's obligation except to the extent that lack of notice prejudiced the outcome of the claim. The indemnified Party will cooperate with the indemnifying Party in the defense and permit the indemnifying Party full control over the defense and settlement of any matter subject to indemnification. The indemnifying Party will not enter into any settlement that affects the indemnified Party's right or interests without the indemnified Party's prior written consent which will not be unreasonably withheld. The indemnified Party will have the right to participate in the defense at its expense.

16. REPRESENTATIONS AND WARRANTIES.

- a. **Service Provider.** Service Provider represents and warrants that: (i) it has full power and authority to enter into this Agreement and each Order, and (ii) the execution of this Agreement or any Order does not violate any agreement to which Service Provider is a party. Service Provider shall comply with all applicable federal, state and local laws and regulations in the performance of the Services as applicable to Service Provider's business.
- b. **Customer.** Customer represents and warrants that: (i) it has full power and authority to enter into this Agreement and each Order, and (ii) the execution of this Agreement or any Order does not violate any agreement to which Customer is a party. Customer further represents and warrants that it does and shall comply with all applicable federal, state and local laws and regulations in order, using, or receiving the Services, including, without limitation, applicable laws and regulations related to the (x) storage, transmission and use of Customer Data, (y) import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control, and (z) is not (and is not owned or controlled by) any person, group, entity, or nation named by any U.S. Executive Order or the United States Treasury Department as a terrorist (e.g. at <http://www.treas.gov/ofac/tlisdn.pdf> or any replacement website or other replacement official publication of such

list) or any "Specially Designated National," "Blocked Person," or other banned or blocked person or entity as designated pursuant to any U.S. law or regulation.

- 17. DISCLAIMERS.** EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES, INCLUDING WITHOUT LIMITATION THE SPACE VEHICLE, PHYSICAL SPACE, ELECTRICAL POWER, AND NETWORK CONNECTIVITY, ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE" AND SERVICE PROVIDER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, INTEROPERABILITY, WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN SATELLITES, SPACE VEHICLES, AND NETWORK AND INTERNET CONNECTIVITY THAT COULD RESULT IN OUTAGES, DESTRUCTION, LOSSES, OR OTHER RISKS, INCLUDING WITHOUT LIMITATION CUSTOMER DATA, CUSTOMER EQUIPMENT, OR OTHERWISE. SERVICE PROVIDER ASSUMES NO LIABILITY FOR ANY DAMAGE, THEFT, OR LOSS RESULTING FROM EVENTS OR CIRCUMSTANCES OUTSIDE OF ITS CONTROL OR INHERENT TO SPACE, ORBIT, OR CONNECTIVITY RELATED SERVICES TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY LOSS OF USE OF CUSTOMER EQUIPMENT, AND UNDERSTANDS THAT CUSTOMER EQUIPMENT IS NOT PHYSICALLY ACCESSIBLE OR REPAIRABLE AFTER LAUNCH, AND SUCH FAILURE DOES NOT EXCUSE CUSTOMER FROM ITS PAYMENT AND OTHER OBLIGATIONS.
- 18. LIMITATION ON LIABILITY.** THE ENTIRE CUMULATIVE LIABILITY OF SERVICE PROVIDER (AND RELATED PARTIES) OF WHATEVER NATURE ARISING OUT OF THE AGREEMENT AND THE FURNISHING OF, OR THE FAILURE TO FURNISH, THE SERVICES, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT, NEGLIGENCE, REPRESENTATIONS, ERRORS, OR OTHER DEFECTS, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE RECURRING CHARGES FOR SERVICES PAID OR PAYABLE BY CUSTOMER TO SERVICE PROVIDER OVER THE 12-MONTH PERIOD PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE CAP AND NOT A PER CLAIM OR EVENT CAP. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, SERVICE PROVIDER (AND RELATED PARTIES) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR BUSINESS, CUSTOMER DATA OR USE, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF SERVICE PROVIDER OR ANY OF THE RELATED PARTIES, AND REGARDLESS OF WHETHER SERVICE PROVIDER OR CUSTOMER HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THIS LIMITATION ON LIABILITY SURVIVES ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE. NOTHING HEREIN LIMITS CUSTOMER OBLIGATIONS TO PAY FEES AND OTHER AMOUNTS DUE FOR THE SERVICE TERM.
- 19. LIMITATION ON LAWSUITS.** As a condition for recovery of any liability, a Party must provide notice of a claim with a description of the basis of the claim under the Agreement and provide the other Party such notice within six (6) months after discovery or sixty days after the termination or expiration of this Agreement, whichever is earlier.
- 20. PROPRIETARY RIGHTS.** This Agreement will not be construed to grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services or any Space Vehicle, other than to the limited extent that any licenses are included in the Services as specified on any Order or the Additional Software Terms. All intellectual property rights, title and interest in the methodology, technology and know-how that Service Provider uses to provide the Services will remain exclusively with Service Provider and its licensors, as applicable. Customer hereby grants Service Provider the right to use and exploit any feedback, suggestions, recommendations, learnings, or ideas Customer provides Service Provider regarding actual or potential Services or improvements or enhancements relating to the Services or Space Vehicle, and Service Provider will solely own any such improvement or enhancement it implements.
- 21. Assignment.** Customer shall not assign this Agreement or any Order, or delegate or sublicense any of its rights under this Agreement, without Service Provider's prior written consent or as provided below. Service Provider shall not unreasonably refuse to grant consent, and no consent will be delayed or denied if Customer's designated assignee has a credit rating and net worth equal

to or better than Customer, and such assignee confirms in writing it has and will comply with this Agreement and make payments as required hereunder. Customer shall not resell any of the Services provided by Service Provider to an unaffiliated third party without first obtaining the written consent of Service Provider. Service Provider may assign this Agreement or any Order to an affiliate or in connection with a merger, acquisition, divestiture, reorganization, or sale of all or substantially all of its assets relating to the applicable Services. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

- 22. ENTIRE UNDERSTANDING.** These T&Cs, together with any Orders, attachments or exhibits hereto and all referenced documents constitutes the entire understanding of the Parties related to the subject matter hereof and expressly supersedes all prior or contemporaneous oral or written agreements
- 23. GOVERNING LAW AND VENUE.** The Parties will attempt in good faith to resolve any Dispute within the timeframes set forth herein, or, if no timeframe is set, within 30 days. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without regard to any conflict of law principles. Any Dispute arising from this Agreement, shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware. The Parties hereby waive any jurisdictional venue or inconvenient forum objections to such courts. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER CLAIMS.
- 24. CONFIDENTIALITY.**
- a. Either Party (the “**Recipient**”) may obtain confidential and proprietary information (“**Confidential Information**”) from the other Party (the “**Discloser**”). Confidential Information includes information designated in writing as confidential, and any information a reasonable person would understand to be confidential or proprietary, including Service or Space Vehicle design, pricing, and other technical, operational, or commercial information. Except as otherwise set forth herein, each Party agrees to protect and maintain the secrecy of the Disclosing Party's Confidential Information disclosed to Recipient by, among other things: (i) treating such information with at least the same standard of care and protection which such Party accords its own confidential and proprietary information but in any event with no less than a reasonable degree of care; (ii) using care in the assignment of personnel who receive or have access to such information, and instructing and obtaining the prior written agreement of such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using, disclosing or exploiting such information except as necessary to perform or receive any Services or other obligations hereunder or as otherwise pre-authorized by the Disclosing Party in writing. The obligations of confidentiality of each Party under this Section 24 shall survive for two years from the termination or expiration of the Agreement or, if longer with respect to any particular item of Confidential Information, for so long as such item of Confidential Information meets the definition of a “trade secret” under applicable law. Service Provider may share this Agreement as well as information relating to the Services ordered by Customer and the fees paid by Customer (but not any Customer Data) to Service Provider's actual or potential financing sources, lenders, acquirers, bankers, advisors, insurers, alliance partner(s), and other similar entities or individuals with a need to know and are bound to reasonable and customary confidentiality obligations or duties. Except as otherwise provided in this Section 24, at all times during the term of this Agreement and for two years thereafter, Recipient shall not disclose Discloser's Confidential Information to a third party without the Discloser's prior written consent or use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Section provided Recipient gives Discloser reasonable advance notice to enable Discloser to seek appropriate protection of the Confidential Information to the extent permitted by law.
- b. **Exceptions.** Confidential Information does not include any information that the Recipient can demonstrate: (i) was in the public domain at the time it was received; (ii) enters the public domain through no fault of the Recipient; (iii) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information; or (iv) was provided to Recipient by a third party not subject to an obligation of confidentiality to Disclosing Party with respect to the Disclosing Party's Confidential Information. Notwithstanding Section 24(a) above, Recipient may disclose the Disclosing Party's Confidential Information as required by a legal, judicial or governmental entity, or as otherwise required by law or regulation (including disclosures required in filings with the Securities and Exchange Commission or other governmental body and via subpoena, search warrant or other

similar demand for production of information or materials).

25. COMPLIANCE.

- a. **Customer Responsibility.** Customer acknowledges and agrees that Service Provider is neither responsible for knowing what type of Customer Data or information may be created, stored, used or managed by Customer in connection with the Services nor for knowing or investigating which laws may or may not apply to such information, including sensitive or regulated Customer Data. If any international, state or federal law requires any specific agreement about such information, Customer will notify Service Provider and the Parties may elect to work together in good faith to modify this Agreement (or applicable Orders).
- b. **Risk Assessment.** Customer acknowledges and agrees that it: (i) has conducted an assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of Customer information to be created, transmitted, stored, used or maintained in connection with the Services; (ii) has determined that the Services are sufficient for Customer's purposes and Customer's compliance with applicable law; and (iii) Service Provider is not responsible for determining whether any Services are sufficient for Customer's compliance with any applicable law.

26. MISCELLANEOUS.

- a. **Counterparts.** The MSA and any Order may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. An electronically scanned signature shall be deemed an original.
- b. **Tariffs.** Customer understands that Internet use, and related products and services provided under the Agreement, may require registration and related administrative reports which are public in nature. Service Provider may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain services by Service Provider to Customer. In the event that such tariffs are filed related to Services ordered by Customer, then the terms set forth in the applicable tariff will govern Service Provider's delivery of, and Customer's consumption or use of, such Services.
- c. **Publicity.** Neither Party will use the other Party's name, trademarks or logos without the prior written consent of the other Party unless otherwise required by applicable law; provided, however, Service Provider may include Customer's name and logo in a list of customers in its marketing materials, including on the Service Provider website.
- d. **Severability, Modifications and Waiver.** If any provision of the Agreement is invalid or unenforceable, such provision will be severed from this Agreement and replaced with a valid enforceable provision as close as permitted to the original provision, so that the remaining provisions are unaffected. Except to the extent specifically set forth herein, the Agreement may not be modified except by a writing signed by an authorized signatory of each Party. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Service Provider may modify this Agreement or add or modify supplemental terms or conditions at any time by posting a revised version on our Portal or website or by otherwise notifying Customer in accordance with this Agreement. For new Orders, the modified terms or conditions will become effective upon posting or, if we notify you by email or other means, as stated therein. For existing Orders, modified or supplemental terms or conditions will apply only as and if expressly agreed, such agreement not to be unreasonably withheld, conditioned, or delayed.
- e. **RELEASES AND WAIVERS.** WITH RESPECT TO EACH RELEASE, WAIVER, OR DISCLAIMER IN THIS AGREEMENT, CUSTOMER HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, CALIFORNIA CIVIL CODE SECTION 1542 (OR ANY OTHER SIMILAR STATUTE), WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".
- f. **Independent Contractors.** Service Provider and Customer are independent contractors and nothing in this Agreement will be deemed to create a partnership, joint venture, association, employment relationship between the Parties.

- g. No Brokers.** Customer covenants and represents that it has negotiated the Orders under this Agreement directly with Service Provider, and has not authorized any broker, salesperson or finder to act for it in the negotiation and execution of any Order, unless expressly agreed otherwise in an Order. Customer agrees to indemnify and hold harmless Service Provider from any and all claims by any such broker, salesperson or finder for a commission or finder's fee as a result of Customer having entered into an Order, unless expressly provided otherwise in an Order.
- h. Third Party Beneficiaries.** Except as otherwise explicitly agreed, there will be no third party beneficiaries to this Agreement.
- i. Force Majeure.** Service Provider will not be liable for any delay, hinderance, failure, or event due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, terrorist attack or wars.
- j. Non-Solicitation.** Unless otherwise approved in writing, during the Service Term and for one (1) year thereafter, Customer will not hire any person who is or was an employee of Service Provider during the Service Term, provided, however, that this provision will not apply to general advertising solicitations or similar efforts not targeted towards current or former Service Provider employees.
- k. Interpretation.** Use of "herein," "hereof," "hereby" or similar terms refer to this Agreement as a whole, and the word "including" shall be construed as "including without limitation" whether or not expressly stated. The term "business day" means a day other than a Saturday, Sunday, or other day on which commercial banks in the State of California are authorized or required to close. "Will" and "shall" are expressions of command, not merely expressions of future intent or expectations. The reference to any gender shall be construed to include the masculine, feminine, and neuter. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.
- l. Survival.** All provisions which by their nature are intended to survive, will survive the expiration or termination of this Agreement.
- m. Import, Export, and Other Regulatory Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which it chooses to use the Services, including the transfer and processing of Customer data and use of the connectivity and other Services.

Attachment to T&Cs

Attachment 1

Certain Definitions

- “**Customer Data**” means all information stored, maintained, received or transmitted by Customer using the Services, except for data related to Service Provider’s infrastructure, operations, or technology.
- “**Customer Equipment**” means any equipment provided or made available by or on behalf of Customer in connection with this Agreement, whether or not owned by Customer, excluding Service Provider Equipment.
- “**Customer Portal**” or “**Portal**” means the online platform designated by Service Provider through which Service Provider customers may place Orders or tickets and review reports and other information related to the Service(s).
- “**Dispute**” means any controversy or claim arising out of or relating to the conduct of the Parties under, or the interpretation of the terms, conditions or provisions of, this Agreement.
- “**Equipment Space**” means the designated area in a Space Vehicle’s payload where Customer Equipment may be placed.
- “**Order**” means an order, proposal, or quote (once fully executed or placed) that identifies Services to be provided by Service Provider to Customer pursuant to this Agreement and fees or other amounts to be paid by Customer to Service Provider. Each Order is subject to these T&Cs. Orders include on-line service reservations and requests through the Portal. Orders do not include Customer standard form purchase order or other similar terms or documents.
- “**Pass Through Costs**” out of pocket costs or expenses actually incurred by Service Provider with respect to the Services that will be reimbursed by Customer, including amounts related to services or resources provided by or through third-parties, taxes, tariffs, or other similar items.
- “**Service Provider Equipment**” means any equipment provided and operated by Service Provider to provide the Services. Customer Equipment may become Service Provider Equipment (and cease being Customer Equipment) as provided under this Agreement.
- “**Space Vehicle**” means the Service Provider satellite, including bus and payload, or other vehicle containing the Customer Equipment, other customer equipment, and related systems or components powering, monitoring, and otherwise used to operate the foregoing after launch. Space Vehicles may include low orbit earth satellites or vehicles even if not in space.
- “**Service(s)**” means the services to be provided by Service Provider, as detailed in applicable Order(s) and Service Provider’s policies and documentation relating thereto, as applicable and updated from time to time, including colocation services, a designated area to locate information technology equipment on a Space Vehicle, power for such equipment, environmental (temperature) monitoring and controls, and related cloud, network, or communication services (e.g., bandwidth).

Attachment 2

Acceptable Use Policy (AUP)

By using Service Provider's Services, you agree to the latest version of this AUP. We may modify this policy at any time by posting a revised version on the Customer Portal.

Illegal, Harmful, or Offensive Conduct

You may not use Service Provider's Services for illegal purposes or to take actions that are infringing, offensive, fraudulent or harmful. Examples of prohibited activities include use:

- in violation of any applicable local, state, or federal law or regulation;
- in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property;
- to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate;
- to export software to points outside the United States in violation of applicable export control laws;
- to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam;
- to transmit any materials that harass another person or entity;
- to transmit viruses, Trojan horses, or other materials or components harmful to any network or equipment or other users or third parties; or
- in a manner that exposes or may expose Service Provider, its customers, partners, or vendors, or any other person or entity using the Service Provider Services to abuse, complaints, retaliation, connectivity issues, or other negative impact.

Network, Application and System Security

You may not use Service Provider's Services to violate, monitor or interfere with, or to attempt to violate, monitor or interfere with, the security or reliability of any network, service, data, or other system without proper authorization. Examples of prohibited activities include any attempt to:

- access any network, service, data, or other system that you are not authorized to access;
- probe, scan, or test the vulnerability of any network, service, or system without proper authorization;
- breach any security or authentication measures;
- monitor data or traffic on any network or system without proper authorization or in a manner that disrupts or impairs the network or system;
- interfere with service to any user, host, or network, including, without limitation, by means of overloading, mailbombing, flooding, crushing, or any denial of service attacks;
- forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting;
- attempt any action designed to circumvent or alter any method of measuring or billing for services; or

- use the account name of another person without proper authorization.

Service Provider reserves the right to investigate any actual or suspected security violation or incident. In the event of an actual or suspected security violation or incident, Service Provider may take any actions that Service Provider deems reasonably necessary to prevent harm to Service Provider and/or Service Provider clients, including the network, systems and data of Service Provider and/or Service Provider clients. Such actions may include, but are not limited to, the following:

- removing, disabling access to, or suspending Services;
- disconnecting a host from the network and preparing for investigative services;
- reporting to appropriate law enforcement officials, regulators, or other appropriate third parties any activity that Service Provider believes may violate any applicable law or regulation; and
- cooperating with law enforcement agencies and regulators to assist with any investigation and/or prosecution.

In order to maintain network, application and system reliability and security for you and other Service Provider customers, you must use commercially reasonable efforts to keep your network, applications and systems secure and current by applying, or consenting to Service Provider applying, if applicable, the most recent patches, updates and upgrades as they are made available by the applicable providers, and appropriately configuring your firewalls and other components of your network, application and system security.

If Service Provider notifies you in writing, including by sending an email or notification through Service Provider's Portal or ticketing system to any of the persons identified by you as administrators with respect to your Services, of particular patches, updates, upgrades or configuration settings that Service Provider identifies as "critical", then you must apply those critical patches, updates, upgrades or configurations, or consent to Service Provider applying those critical patches, updates, upgrades or configurations, as applicable, within thirty calendar days of the notification. If you fail to timely comply with your obligations in the previous sentence, then (1) you shall reimburse Service Provider, at Service Provider's standard rates, for all labor, administrative time, or other activity of Service Provider's personnel expended in an effort to cure, mitigate or otherwise resolve any problems attributable to such failure and, (2) Service Provider shall not be obligated to provide any credits to you with respect to any failure by Service Provider to meet its service level commitments that is attributable to such failure.

You are prohibited from taking any action, intentional or unintentional with respect to the Services, which will negatively impact the Service Provider business operations, the operations of our clients including shared infrastructure, such as cloud or network services, as a whole.

You are responsible for the use of the Services by any of your employees, any person to whom you have given access or any person who gains access to your data.

Abuse Violations

No spam. You may not use Service Provider's services or network to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). In addition, you may not use the services or network of another provider to send spam or to promote a site hosted on or associated with Service Provider's services or network.

Newsgroups and Online Forums. All postings to newsgroups and online forums must comply with the written charters, rules, or FAQs for that group. You are responsible for determining the policies of a newsgroup or online forum before posting to it. In addition, you may not attempt to flood or disrupt the newsgroups.

Web Pages. As part of the Services, Service Provider may provide web hosting services. You are solely responsible for any content that you publish or display on your web pages or web site, including ensuring that the content complies with the terms of this AUP.

Content. Service Provider is not responsible for any material created, stored, distributed or accessible on or through the services. Service Provider is not obligated to monitor or exercise any editorial control over such material but reserves the right to do so. Service Provider reserves the right to block access to such material and suspend or terminate services in the event Service Provider determines, in its sole discretion, that any materials may expose Service Provider to civil or criminal liability.

Attacks

If you are using Service Provider Services and:

- you are the subject of a network attack, such as a DDoS attack, that is large enough to affect network traffic, or
- your server and/or application is compromised;

Service Provider has the right, immediately and without prior notice, to terminate routing, block ports and IP address space, and/or suspend services in order to protect the integrity of the Service Provider network and preserve the Services provided to other users.

IP Addressing

Service Provider endeavors to utilize its ARIN (American Registry of Internet Numbers) IP space allocations as efficiently as possible, as IP address space is a finite resource that is shrinking quickly and going up in cost. ARIN requires Service Provider to justify current and future allocations when additional IP space is requested for customer and or Service Provider network use, which requires that 80% of all past allocations are in legitimate use and that the use of said space is within ARIN's allocation guidelines. Therefore your IP space assignments are required to meet the same ARIN guidelines, which can be found at: www.arin.net. In the event you violate the ARIN guidelines or this AUP with respect to IP Addressing, Service Provider may revoke your IP addresses without liability to you.

You may not advertise your Service Provider-assigned IP space or use it outside of the Service Provider ASN (13649) or outside of Service Provider Services or Space Vehicle, without prior express written approval from Service Provider. This includes utilizing Service Provider IP space and 3rd party services such as DDOS or DNS.

You have no right to route IP addresses assigned by Service Provider. Service Provider shall retain ownership of all such IP addresses at all times, and your access to such IP addresses shall cease immediately upon termination of your Agreement for Services with Service Provider.

Service Provider assigns IP space based off individual customer equipment assignment/installation. IP blocks may not be transportable between datacenters, space vehicles, or otherwise. If you desire to move an IP block with /24 or larger IP assignments, you must request approval for the move, and Service Provider shall have no liability to you if Service Provider is unable to accommodate such request.

Consequences

If Service Provider determines that you have violated any of the terms of this AUP, Service Provider has the right to (i) demand immediate removal of the violating material and/or (ii) restrict, suspend or terminate all or a portion of your Services. Service Provider may involve and will cooperate with law enforcement authorities. In addition, if you violate this AUP, you may be subject to civil or criminal liability. Service Provider shall not be liable for any damages suffered by you or any customer, user or third party resulting directly or indirectly from any actions taken by Service Provider pursuant to this AUP. All determinations by Service Provider as to whether abuse or violations of the AUP have occurred shall be conclusive and binding.

Violation Reporting

Violations or potential violations of this AUP may be reported to Service Provider at security@odc.space.