



## Galaxy One Web Terms & Conditions

### Galaxy OneWeb Service Level Agreement (SLA) Example

IPVPN Class of Service:

SERVICE GRADE	<u>BE</u>	<u>AF</u>		<u>EF</u>	
	SLA	CIR % of MIR	SLA	CIR % of MIR	SLA
<b>Bronze</b>	0%	0%	n/a	0%	n/a
<b>Silver</b>	10%	15%	95%	10%	99%
<b>Gold</b>	20%	20%	95%	15%	99%
<b>Platinum</b>	30%	30%	95%	20%	99%
<b>Palladium</b>	100%	30%	95%	20%	99%

#### Service Grade SLA Interval Measurement for each CoS:

- BE traffic is measured in 1-hour intervals across a 30-day window at the Specific Site where the OneWeb Services are delivered and OneWeb commits to serve the available remaining bandwidth up to MIR (after EF and AF traffic is served) in the respective percentage of the total BE intervals per Service Grade.
- AF traffic is measured in 5-minute intervals across a 30-day window at the Specific Site where the OneWeb Services are delivered and OneWeb shall serve the CIR component per Service Grade in 95% of the total AF intervals per month.
- EF traffic is measured in 5minute intervals across a 30-day window at the Specific Site where the OneWeb Services are delivered and OneWeb shall serve the CIR component per Service Grade in 99% of the total EF traffic intervals per month.

Service Grade SLA Credit: Galaxy will provide those service credits on the Service Grade SLA as follows (the "**Service Grade SLA Credit**"): 1% credit for each 1% degradation when totaling all interval measurements across all applicable CoS intervals, per Specific Site and the Service Grade SLA was not met pursuant to the provisions of this Appendix A with any such Service Grade SLA Credit rounded down to the nearest integer; provided that (i) the maximum Service Grade SLA Credit shall not exceed 10% of the Monthly Recurring Charge (MRC) for bandwidth services and (ii) the Service Grade SLA Credit shall only apply to the effected and active OneWeb Approved System that is transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network at the time of the Service Grade SLA deviation.

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Examples of Service Grade SLA Credit Calculations: The following are illustrative examples of the Service Grade SLA Credit of the applicable MRC:

- (1) IPVPN Example: *The following shows an example at a Specific Site of a Platinum Service Grade for Site Connectivity Access Type of IPVPN (which as previously discussed allows for BE, AF and EF traffic priority as well) with an MIR of 150Mbps that does not meet the required Service Grade SLA and requires a Service Grade SLA Credit:*

BE				
Service Grade	MIR	Total 1 Hour Intervals in 30 Day Window	Intervals necessary for OneWeb to achieve 150Mbps	Actual Intervals OneWeb achieved 100Mbps
Platinum	150Mbps	720	30% * 720 = 144	150

AF				
Service Grade	CIR	Total 5 Minute Intervals in 30 Day Window	Intervals necessary for OneWeb to achieve (30% * 150Mbps) 45Mbps	Actual Intervals OneWeb achieved 45Mbps
Platinum	45Mbps	8,640	95% * 8,640 = 8,202	5,000

EF				
Service Grade	CIR	Total 5 Minute Intervals in 30 Day Window	Intervals necessary for OneWeb to achieve (20% * 150Mbps) 30Mbps	Actual Intervals OneWeb achieved 30Mbps
Platinum	30Mbps	8,640	99% * 8,640 = 8,553	8,600

Total Intervals: 16,899 13,750

In the above charts, OneWeb failed to meet the Service Grade SLA in 18% (i.e., 13,750 / 16,899 = 18.634% rounded down) of the interval measurements across all applicable CoS intervals. As such, and in this example, the Service Grade SLA Credits = MRC \* 10% (and not 18% per month due to the Service Grade SLA cap of 10% per month).

**A. Network Performance Metrics.** OneWeb provides the following OneWeb Network metrics (collectively, the "**Network Performance Metrics**"):

- (1) Link Availability: OneWeb shall maintain a minimum monthly average Link Availability of at least 99.5%. Link Availability is the percentage of time that a full or half duplex communication link (packets going back and forth) between input to the Reference OneWeb Approved Equipment

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and the input to a 12 dB/K of the Reference OneWeb Approved Equipment antenna is up, which is a product of the system availability and location specific effects.

- (2) Latency: OneWeb shall maintain a Target Average Network Latency of  $\leq 70$  milliseconds one-way for the global average of all transmissions as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the measured month. The Forward Link ("FL") one-way latency is measured as the delay between the OneWeb PoP and the Reference OneWeb Approved Equipment. The Return Link ("RL") one-way latency is measured as the delay between the Reference OneWeb Approved Equipment and the OneWeb PoP. The End-to-End latency for a given Reference OneWeb Approved Equipment is defined as the sum of the FL one-way latency and the RL one-way latency as defined above.
- (3) Packet Error Loss Rate: OneWeb shall maintain a Target Packet/Delivery Loss of successful packet delivery of  $\geq 99\%$  as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the measured month. The Packet Error Loss Rate ("PELR") definition shall be based on the definitions in IETF RFC 7680 (or similar). Specifically, it shall measure IP packet loss between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point. It shall be measured independently for both the FL and the RL. The PELR metric shall be based on standardized UDP and TCP traffic profiles. The measurement protocol shall follow the applicable definitions/recommendations found in IETF RFC 4656 and IETF RFC 5357 (or similar).

## **B. SLA Claim and Deviation Process; and SLA Exclusions.**

- (1) SLA Claim and Deviation Process: In order to receive the Service Grade SLA Credit and/or to report a deviation from any of the other SLAs, (i) Distribution Partner must make a claim in writing (email sufficient) to Galaxy within fifteen (15) business days of the date on which it believes the particular SLA was not met with sufficient details included in such claim; and (ii) Galaxy must confirm in writing (email being sufficient) within fifteen (15) business days whether or not it agrees with the SLA Claim (and if Galaxy disagrees shall include the reasons for such disagreement in such notification). Galaxy will request OneWeb's records for the purposes of confirming whether the particular SLA was not met. The Service Grade SLA Credits and any deviations from any of the other SLAs will be calculated in accordance with OneWeb's records and information recorded by, or on behalf of, Galaxy.

If Galaxy receives a valid claim for Service Grade SLA Credit in accordance with the foregoing process, Galaxy will provide the applicable Service Grade SLA Credit by deducting those Service Grade SLA Credit from amounts due under an invoice within two (2) billing cycles of the final determination date of the claim being validated by OneWeb. Where the Service Grade SLA Credit are due after expiration and/or termination of this Agreement and no further invoices are due to be issued by Galaxy, Galaxy will issue a service credit for future purchases on the account to be held for a reasonable period of time.

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The failure to submit a claim for (a) the Service Grade SLA Credit and/or (b) deviation from any of the SLAs in accordance with the foregoing process will constitute a waiver of any remedy that would have otherwise resulted from such claim.

- (2) SLA Exclusions: this account shall not be entitled to the Service Grade SLA Credit and Galaxy or OneWeb shall not be deemed to have deviated from any of the other SLAs for the following reasons:
- i. OneWeb's failure to meet an SLA is caused by or results from (a) any End User (including, without limitation, loss of data outside of the OneWeb service management boundary discussed above in Section 2 of this Exhibit 2); (b) the OneWeb Approved Equipment (including, without limitation, deactivation of the same); (c) degradation of the OneWeb Network, the OneWeb Service, applications, and/or devices where compatibility has not been established, or where the issue is not due to failure of the OneWeb Service or the OneWeb Network; (d) gaps in Global Coverage or Regional Coverage due to OneWeb's satellite configuration; and/or (e) factors outside of OneWeb's reasonable control (including, without limitation, a force majeure event, failure by third party providers, signal blockage due to terrain or other physical impediment, satellite sun outage or other astronomical, seismic or weather disturbances, Radio Frequency interference);
  - ii. End user or account has not paid Galaxy all amounts due or is otherwise not in full compliance with this Agreement; and/or
  - iii. OneWeb is (a) conducting Emergency Maintenance or Planned Maintenance or (b) providing the OneWeb Services on a test or trial basis.

**C. Chronic Performance Problem Termination Right.** Upon notice to Galaxy of a Chronic Performance Problem, Galaxy shall put in place a remediation plan to address the issues pertaining to the specific Chronic Performance Problems being encountered (the "**Remediation Plan**"). If the OneWeb service deviates from any of the SLAs for two more consecutive months after implementation of the Remediation Plan, the Galaxy OneWeb service may be cancelled without penalty by providing 30 days written notice to Galaxy.

## **End User Service Terms and Conditions for the Galaxy OneWeb Service**

1. Service Description. Subject to the terms and conditions of this Agreement, Galaxy shall provide End User with the OneWeb Services.
  - i. OneWeb Approved Equipment. The OneWeb Approved Equipment shall be used solely with respect to the OneWeb Services and the site address of the OneWeb Approved Equipment may not be changed without Galaxy's consent.
  - ii. End User Support. Galaxy shall provide twenty-four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.
2. Rental Equipment Warranty and Terms of Use. If the agreement includes a rental modem or equipment included in service plan or priced separately, Galaxy is renting the Equipment to you as is. A refundable deposit for rental equipment may be required as outlined in the subscriber agreement. End User agrees to continue to make payments to Galaxy up to the time of termination of this Agreement, regardless of any

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claims End User assert against the manufacturer or supplier. Galaxy is not liable to the End User for any loss, cost, expense or damage of any kind caused directly or indirectly by the Equipment or the use, operation, ownership or maintenance of the Equipment or for any loss of business damages whatsoever or however caused. Notwithstanding the foregoing, Galaxy agrees to repair or replace, as the case may be, at its expense, any Equipment which malfunctions under conditions of normal use. End User agrees to return any Rental Equipment to Galaxy upon termination of the Agreement. Cost of returning equipment to Galaxy is the sole responsibility of the End User and must be completed within 30 days of deactivation of service. Failure to do so will result in an automatic renewal. Equipment must be returned complete with no major damage other than normal wear and tear. If the equipment is lost or damaged beyond repair the End User is responsible for the full published retail price at that time. Travel and labour if required are quoted separately.

3. End User Obligations. End User shall provide Galaxy with (i) all required provisioning information to enable OneWeb to fulfill End User's order for the OneWeb Services; (ii) all other necessary information for OneWeb to resolve any other issues with End User (including, without limitation, End User's use of the OneWeb Services); and (iii) immediate notice of any suspected security breach of any End User system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Approved Equipment).
4. Required Equipment. End User certifies that the computer(s) being used meet the minimum requirements, and if not, it is the End User's responsibility to upgrade it so it meets the requirements or Galaxy cannot support the system in any way.
5. 3<sup>rd</sup> Party VoIP. Galaxy support cannot be held liable for 3<sup>rd</sup> party VoIP support or setup. VoIP configurations must be approved by Galaxy before allowed network access. Only G.729 and G.711 are accepted VoIP protocols. Voice call QoS is primarily affected by bandwidth, packet loss and jitter. The service plans with 3<sup>rd</sup> party VoIP support will ensure that the bandwidth is available with very low packet loss. The one parameter that is beyond our control for non-Galaxy VoIP solutions is the packet jitter from the remote site. Intermixing voice packets with large data packets can result in unacceptable quality, such as 'choppy' or 'broken voice' transmissions. Should this problem occur we recommend that the End User's ATA configuration be modified to prioritize voice packets.
6. Usage Notification Email. If the End User's subscribed plan is not subject to a Soft Cap Policy and has usage allotments within a given time frame, End User will be billed for usage exceeding the specified bandwidth in the specified allotted time. Galaxy will send a notification email to the email address(es) indicated on this agreement prior to and once a user has exceeded this allocation. It is the End User's responsibility to ensure that Galaxy has an updated and valid email address on file. Failure to receive notification emails does not nullify a subscribers' responsibility for usage charges. It is important to note that usage is polled hourly and as a result you may see up to a one-hour delay in receiving notice of exceeding your usage allocation. As such, usage may be in excess of the usage identified at the time End User receives or accesses the email.
7. License Grant and Restrictions.
  - i. License Grant. End User hereby grants to Galaxy, OneWeb and/or each of their respective affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to any System Data in an anonymized manner for (A) all purposes for which Galaxy, OneWeb and/or each of their respective affiliates do business; (B) use for purposes of product and service enhancements and/or developments; and (C) use in any other commercial manner.
  - ii. Restrictions. End User shall not (A) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service; (B) create or attempt to create a substitute/competitive product or service using the OneWeb Service under any circumstances; and/or (C) permit either direct or indirect use of the OneWeb Service by any third party (except as expressly set forth in the Service Contract).

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- iii. OneWeb Intellectual Property Rights. All Intellectual Property rights of OneWeb are deemed Confidential Information of OneWeb.
8. Representations and Warranties.
  - i. General. End User represents, warrants and covenants that (A) it has obtained any necessary consents and permissions in order for the OneWeb Services to be provided as described herein (including, without limitation, obtaining the necessary consents and permission to provide personal information of its employees and contractors and/or other third party information, including personal data, to Galax or OneWeb); (B) use of the OneWeb Service is for its own internal use and not for resale (or to be bundled) by End User; and (C) all provisioning information (however submitted) of End User is accurate, reliable and complete, and that End User will update the provisioning information as needed on a timely basis.
  - ii. Compliance with Laws. End User represents, warrants and covenants to comply with all Laws (including, without limitation, Anti-Corruption Laws and all applicable export control laws and regulations) in connection with its performance under the Service Contract, including, without limitation, (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for End User's performance under the Service Contract; (B) furnishing to Galaxy all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or (C) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment.
  - iii. Sanctions. End User represents, warrants and covenants to (A) comply with all applicable Sanctions; and (B) not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (w) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (x) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (y) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (z) otherwise the subject or target of Sanctions.
9. Installation. Industry Canada has very strict regulations for installing and pointing a transmitter, therefore only certified installers must install the equipment. End User is responsible for all costs due to the inside and outside wiring and mounting of the system. Galaxy, its agents, employees, representatives, or contractors have no liability for any damage to or loss or destruction of any of End User's hardware, software, files or data. It is the End User's responsibility to backup all existing files.
10. Payment. The monthly fees are payable when due. End User must provide Galaxy with accurate and complete billing information, as well as the physical location in which the Service has been installed. If the account is past due it is subject to a late payment fee. Delinquent accounts may be suspended or cancelled at the sole discretion of Galaxy; however the monthly service charges will continue until the account has been cancelled in writing. A suspended account is subject to the \$49.95 processing fee. A minimum period of 1-2 business days required to re-activate suspended accounts. Payments returned from the bank or credit card company for insufficient funds are subject to a \$30.00 service charge. If End User is purchasing used equipment, you are responsible to pay all outstanding balances before the system can be re-activated. Prices are subject to change without notice.
11. Termination and Suspension.
  - i. Termination of Service before completion of the initial term months will be charged an Early Termination Fee. The Early Termination Fee is the remainder of the Term (the monthly fee for the selected Service plan times the number of months remaining). Requests for cancellation, before the initial term, will not be processed unless the request is received by Galaxy in writing 30 days prior to deactivation. Termination of Service after the initial term period must be requested to Galaxy in

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writing 30 days prior to deactivation date. If a request to cancel is not received the service will automatically be renewed on a month-to-month basis. If these Terms and Conditions are not followed, Galaxy has the right to terminate the Service without notice and without any liability whatsoever.

- ii. Seasonal Hold Suspension: Seasonal holds are not available. Monthly terms are available for End User's looking for services on a month-to-month basis.
12. No Right of Indemnification Against OneWeb and Galaxy. End User acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from OneWeb or Galaxy.

13. Conditions and Limitations and Disclaimer of Warranties.

- i. End User acknowledges and agrees that OneWeb and/or Galaxy may (A) share with each other any and all relevant information, including, but not limited to, Confidential Information of End User relating to the Service Contract and/or the OneWeb Services provided herein; and (B) request End User to take reasonable action against its end users or vendors directly to prevent a breach of the Service Contract.
  - ii. Notwithstanding anything contained in the Service Contract to the contrary, Galaxy, OneWeb and each of their respective affiliates shall not be liable to End User, nor shall End User make any claim against any of the foregoing parties, for (A) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services and/or the OneWeb Network; and/or (B) any acts or omissions of Galaxy, OneWeb and each of their respective affiliates made in response to (y) a violation or suspected violation of the AUP; or (z) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the OneWeb Services).
  - iii. The OneWeb Services, the OneWeb Network and the OneWeb Approved Equipment is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, Galaxy and OneWeb disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Galaxy and OneWeb do not warrant that use of any or all of the OneWeb service, the OneWeb Network and/or the OneWeb Approved Equipment will meet End User's requirements, be uninterrupted or error free.
14. Acceptable Use Policy. OneWeb's acceptable use policy for the OneWeb Services and the OneWeb Network is comprised of the following subsections (i), (ii) and (ii) below (collectively, the "**Acceptable Use Policy**" or the "**AUP**"):

- i. Fair Access Policy. To ensure that all of OneWeb's distributors and each of OneWeb's (and its distributor's) end users and/or sub-distributors have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb has implemented a Fair Access Policy ("**FAP**"), which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. End User agrees that OneWeb has the right to (A) measure and monitor the OneWeb Network for upload and download activity, (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Service or the OneWeb Network and (C) use other traffic management, shaping and prioritization at its discretion. Accordingly, End User acknowledges and agrees that OneWeb may reduce data speeds at any time if any of the OneWeb Approved Equipment data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Equipment. If any End User or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Service or the OneWeb Network, OneWeb is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or End User can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or End User transfer rate will last until the end of the then-current data allowance period for the OneWeb Services.

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If the OneWeb Approved Equipment and/or End User again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb is again authorized to temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb's sub-distributors and each of OneWeb's (and its sub-distributor's) end users simultaneously using the OneWeb Network at any point in time. For the OneWeb Approved Equipment and/or End User, excessive use includes, without limitation, the use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media and excessively large file downloads or uploads. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End User as described above will reduce the speed at which such OneWeb Approved Equipment and/or End User can upload and download data but will not altogether prevent the use of the OneWeb Service and the OneWeb Network by such OneWeb Approved Equipment and/or End User.

- ii. Content and Security. End User acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services and/or the OneWeb Network is done so at End User's sole risk and End User assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services and/or the OneWeb Network (x) for the security, confidentiality and integrity of such messages/content, (y) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (z) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (x)-(z), End User shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network and OneWeb Services, including, without limitation, the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Service and/or the OneWeb Network.
- iii. Prohibited Activities. As determined by OneWeb (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, End User shall not undertake, or attempt to undertake any use of the OneWeb Network and/or the OneWeb Services in a manner that is (y) inconsistent with the rights of other users of the OneWeb Network and/or the Service Contract; and/or (z) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:
  - (A) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited e-mail (commercial or otherwise).
  - (B) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;
  - (C) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
  - (D) unauthorized monitoring of data or traffic on any network system;
  - (E) transmitting viruses and/or interfering or disrupting service to any other user, host or network;



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- (F) forging of any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting;
  - (G) relaying mail via another site's mail server without express permission of that site;
  - (H) impersonating any person or entity, including any OneWeb employee or representative;
  - (I) disclosing passwords or other means for accessing the OneWeb Service, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;
  - (J) using the OneWeb Services or the OneWeb Network in any jurisdiction where they are not licensed or authorized;
  - (K) avoiding fees or charges for the OneWeb Services;
  - (L) using any VoIP service for forwarding US toll-free numbers internationally;
  - (M) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services and/or the OneWeb Network.
15. Protection of System. Galaxy reserves the right to: (a) turn off any system operating on the network for an indefinite period in order to comply with Governmental requests; (b) the extent required by law, intercept traffic on the network and route it to Government law enforcement agencies; (c) suspend or deny Service to any system found to be interfering with satellite communications.
16. Force Majeure. Neither Galaxy or the End User you shall be liable to the other should its performance under this Agreement be prevented, restricted or interfered with by reason of any circumstance or event beyond the reasonable control of the party so affected. A force majeure event includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labour difficulties, (iv) the lack of or inability to obtain permits or approvals, necessary labour, materials, energy, components of machinery, telecommunication ground failures; (v) satellite or transponder failure, and (vi) judicial, legal or other action of any Governmental Authority.
17. Consent. End User agrees to receive electronic communications from Galaxy to the email address provided on this subscriber agreement or at the time of sale as it pertains to Canada's Anti-Spam Legislation (CASL).
18. Assignment. Upon written notice, the Service Contract is freely assignable – without End User's consent – to OneWeb or any of its affiliates. The End User shall not assign any of the rights or obligations under this Agreement without the prior written consent of Galaxy.
19. Publicity. Galaxy may use and publish End User's trademark, tradenames, service marks, and/or logos in conjunction with its announcements and/or publications in the sale, distribution, or use of the OneWeb Services subject to end user approval.
20. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario. End User irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and irrevocably waives any objection at any time to the venue or convenience of forum of any suit, action or proceeding arising out of this Agreement brought in any such court.
21. Entire Agreement. This Agreement together with the Subscriber Agreement, Service Level Agreement, Acceptable Use Policy and any applicable Order(s) set forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements or understandings pertaining to the subject matter hereof.