

Version Control

Service Provider	Es'hailSat – Qatar Satellite Company
License	Public Satellite Telecommunications Networks and Services
Document	General Terms and Conditions for Telecommunication Services
Effective Region	Qatar
Version Number	1.0
Date	02/04/2019

Es'hailSat's GENERAL TERMS AND CONDITIONS FOR
TELECOMMUNICATIONS SERVICES

1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions (hereinafter referred to as the "General Terms and Conditions") set forth the basic terms and conditions applicable to all telecommunications services provided by Es'hailSat to its Customer/s. Any specific terms and conditions applicable to the Service are set forth in the relevant Service Order, the Master Service Agreement ("MSA") and the relevant Service Tariff executed by the Customer and Es'hailSat.
- 1.2 By signing this General Terms and Conditions, or by activating or using Es'hailSat's services, the Customer agrees, in addition to the relevant Service Order and MSA, to be bound by these terms and conditions.
- 1.3 The provisions of these General Terms and Conditions shall apply and be incorporated into the applicable Service Order, the MSA, the relevant Service Tariff which together constitute the contract between Es'hailSat and the Customer (CONTRACT).
- 1.4 Where a Service which a Customer uses has specific terms and conditions published on our website and/or other marketing material, those specific terms and conditions will also apply.
- 1.5 In the event of any conflict among the terms of the CONTRACT, the following order of precedence shall prevail:
 - a) the applicable Service Tariff;
 - b) the General Terms and Conditions;
 - c) the Master Service Agreement;

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 For the purpose of these General Terms and Conditions, the following terms shall have the meanings ascribed to them below:

"Affiliate" means with respect to one of the Parties, an entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of any person, whether through the ownership of voting securities or by Contract or otherwise.

"Capacity" means the space segment resources, as defined in the Service Order or the MSA.

"Confidential Information" means any financial, business, technical, strategic or other information or material, including the CONTRACT, disclosed either in writing or orally, which is proprietary and/or designated as confidential by the disclosing Party, and of which the receiving Party may obtain knowledge through or as a result of the relationship established hereunder with the disclosing Party, access to the disclosing Party's premises, or communications with the disclosing Party's employees or independent Contractors.

"CRA" means Qatar Communications Regulatory Authority and its successors and assigns.

"Customer or Subscriber" means the customer or Subscriber natural or legal entity stated in the Service Order or MSA accepted by Es'hailSat.

“Customer-Provided Facilities” means any Earth Station or other equipment provided by the Customer and approved by Es'hailSat, including without limitation hardware and software, used by Customer or its Affiliates to transmit signals to or receive signals from Satellite. Customer may Contract with third parties to transmit its signals to or receive its signals from Satellite, provided that (a) Customer will require that any such third party complies with all of the requirements of this CONTRACT and the relevant Service Order or MSA; (b) any such third party's facilities and personnel will be deemed Customer-Provided Facilities; and (c) acts or omissions of any such third party will be deemed to be the acts or omissions of Customer. Es'hailSat has the right to inspect, approve or disapprove any Customer-Provided Facilities together with associated facilities and equipment used by Customer or by a third party under the authority of Customer to transmit to Satellite, and Customer will make such facilities available for inspection upon notice

"Earth Station" means the antennas, satellite ground terminal, switching facilities and related equipment that form a link between a satellite and terrestrial networks.

“Es'hailSat” means Qatar Satellite Company, a private Qatari joint stock company incorporated and registered in Qatar, commercial registration number 46978, whose registered office is at Property No. 414, Al Markhiya Street No. 380, Area No. 31, Umm Lakhba, Doha, Qatar.

"Es'hailSat Ground Facilities" means all terrestrial facilities, infrastructures, networks owned, leased or operated by Es'hailSat or by third parties under Contract with Es'hailSat which allow the provision of Ground Services.

"Es'hailSat Space Segment" means in-orbit satellites and all other related infrastructure supporting the operation of satellites, owned, leased or operated by or on behalf of Es'hailSat.

“Force Majeure” means an event or circumstance beyond the reasonable control of an Affected Party, including strike, lock out or labour dispute, act of God, war, riot, civil commotion, terrorist acts, rebellion, revolution, insurrection, military or usurped power or confiscation, blockage, embargo malicious damage, compliance with a law or governmental order, rule, regulation or direction (other than as a result of an act or omission by the Affected Party), accident, breakdown or unavailability of plant, machinery or Es'hailSat Network, fire, flood, storm, volcanic event, solar event, increased cost in obtaining workers, goods or transport, externally caused transmission failure or Satellite failure or Satellite launch failure or delay or Satellite malfunction which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the Affected Party, action or inaction of any government or competent authority including the termination of Es'hailSat's license.

"Ground Service" means the service provided through the Es'hailSat Ground Facilities, as defined in the Service Order.

“Governmental Body” means any nation, sovereign, government, federal, state, local or other governmental authority or regulatory body entitled to exercise any administrative, executive, judicial, legislative, police or regulatory power in any jurisdiction.

“Intellectual Property Rights” means patents, design rights, trademarks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

“Master Service Agreement or MSA” means the detailed terms and conditions applicable to the applicable Service including the relevant Service Order entered between Es'hailSat and the Customer.

"Minimum Service Period" Means the minimum contracted period agreed to by a Customer for the Service from Es'hailSat, after which no termination fees are payable for terminating a Service Order or an MSA by the Customer, as further defined in Article 9 of this document.

"Satellite" means the satellite of the Es'hailSat Space Segment used to provide the Capacity.

"Service" means the provision of either, (a) Capacity only, (b) Ground Service only (c) Capacity with an associated Ground Service and/or any ancillary Earth Station, services and/or goods, that are provided by Es'hailSat pursuant to the CONTRACT as described in the Service Order, the MSA or Service Tariff.

"Service Application Type" means the type of application for which the Service shall be used by the Customer as set forth in the MSA.

"Service Charges" means the charges to be paid by the Customer to Es'hailSat, as set out in the relevant Service Order or MSA.

"Service Order" means the document setting out, inter alia, the technical and commercial specifications of the Service, together with any annexes or other additional contractual documents.

"Service Tariff" means a document/s approved by CRA describe the Service, list of prices and any accompanying terms and conditions.

"Tax" means all kind of taxes, value-added tax, sales tax, goods and service tax, or similar taxes (collectively, "VAT"), levies, duties, costs, withholdings, deductions, imposts, or charges of equivalent effect imposed on by any Governmental Body, whether collected by withholding or otherwise.

"Term" means the duration of the CONTRACT, as defined in a Service or MSA.

2.2 Words in the singular include the plural and vice versa where the context requires.

2.3 Attached annexes form an integral part of and are entirely incorporated into the CONTRACT and any reference to the CONTRACT includes the annexes.

3. CONDITIONS FOR THE PROVISION OF THE SERVICE BY Es'hailSat

3.1 Es'hailSat shall supply the Service to the Customer, using personnel that are adequately experienced, trained, qualified and skilled.

3.2 Es'hailSat shall provide centralized and technical support to Customer on a twenty-four (24) hours a day, seven (7) days a week basis, which shall include an enquiry handling process. Es'hailSat shall provide and charge at Es'hailSat's prevailing rates any other technical support as may be reasonably requested by Customer, subject to any resourcing or technical restraints.

3.3 The Service Order and/or the MSA shall set forth the scope and further detailed terms and conditions of the Service.

3.4 Unless otherwise stated in the applicable Service Order or the MSA, the Minimum Service Period for Es'hailSat services is (3) three months.

3.5 The Service, operation of the Es'hailSat Space Segment and Es'hailSat Ground Facilities is subject to all national and international laws, conventions, rules, regulations, licenses and authorizations applicable in any competent jurisdiction. The CONTRACT may be amended, in Es'hailSat's discretion, without requiring the Customer's consent (although the Customer will be notified accordingly), to reflect changes made by any competent authority to applicable national and international laws, conventions, rules, regulations, licenses and authorizations in connection with the operation of the Es'hailSat Space Segment and the Es'hailSat Ground Facilities.

4. CONDITIONS FOR USE OF THE SERVICE BY THE CUSTOMER

- 4.1 Customer must be 18 years old or older to be eligible for Es'hailSat's services.
- 4.2 By entering into a Service order or MSA, the Customer agrees to purchase the Service from Es'hailSat and commits, throughout the Term, to strictly comply with the following conditions:
- a) procure and maintain all licenses, approvals, authorizations and declarations required by applicable laws and regulations, in order to receive and use the Service. The Customer shall in all circumstances comply with the said laws, regulations, licenses and authorizations, in any jurisdiction in which the Customer uses the Service and in which the Service can be received. For the avoidance of doubt, coverage of a country or territory by the Satellite does not imply that the Service is permissible or authorized to or from the Earth Stations located in that particular country or territory.
 - b) secure all licenses and permissions, including but not limited to those required to uplink or downlink a signal from the Es'hailSat Space Segment and Ground Facilities in any jurisdiction in which Service is being utilized by Customer, as required by applicable law. Es'hailSat is not responsible for securing, and makes no representation regarding, any such licenses or permissions relating to uplink or downlink of a signal from Es'hailSat Space Segment and Ground Facilities in any jurisdiction whatsoever.
 - c) when applicable, install, license, operate, maintain and use Earth Stations and/or terrestrial facilities necessary to communicate to and from the Satellite. As a prerequisite for access to the Satellite and Service, each Earth Station must be approved in writing by Es'hailSat and must be in conformity with the technical requirements of the relevant Es'hailSat Earth Station Standard and the Es'hailSat Systems Operations.
 - d) comply with all applicable legal, regulatory and licensing requirements imposed by CRA, all competent international and national Governmental Body.
 - e) comply with Earth Station and all technical specifications and operational requirements of Es'hailSat as set out in the Service Order, MSA and this CONTRACT or as may be required by Es'hailSat during the performance of the CONTRACT. The Customer acknowledges and agrees that access to the Service is expressly subject to the approval of a transmission plan by Es'hailSat.
 - f) comply with the Service Application Type, and the terms and conditions as defined in the MSA.
 - g) maintain a telephone number and email address where the Customer-designated personnel may be reached by Es'hailSat on a 24/7 basis.

5. OBLIGATIONS AND LIABILITIES OF THE CUSTOMER

- 5.1 Customer shall: (a) use the Service in compliance with the Operational Requirements set forth in the relevant Service Order or MSA ("Operational Requirements");
- 5.2 Es'hailSat shall not be liable for the information and/or content transmitted via the Service by the Customer or users of the Service. The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat, from any loss, damage and expenses suffered by Es'hailSat as a result of claims, actions, allegations or proceedings brought by any third party including inter alia by any competent national or international authority, any customer of the Customer, based on the information and/or content transmitted via the Service.
- 5.3 The Customer undertakes not to send, knowingly receive, upload, download transmit or broadcast, or cause to be transmitted or broadcast, via the Service, content which would be deemed to be a violation of Qatar or international public order or the laws of the countries or

territories to which such content is accessible, including but not limited to, data, programs or content that:

- a) endanger public policy, public health, public security or the protection of consumers;
- b) offensive, abusive, defamatory obscene, menacing or illegal;
- c) offends or insult religious and ethical values;
- d) violate the human dignity of individual persons;
- e) include incitement to hatred or violence based on origin, sex, religion or nationality;
- f) violate any copyright or other Intellectual Property Rights of any person;
- g) programs containing scenes of a pornographic nature, gambling or depicting gratuitous violence.
- h) In a way that poses an immediate and substantial risk to human safety or Es'hailSat's Space Segment or Ground Facilities, Qatar national security or public order, or otherwise violates applicable law or regulation.

5.4 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat from any loss, damage and expenses suffered as a result of claims, actions, allegations or proceedings under sections (6.2 and 6.3) or based on an infringement or alleged infringement of the Intellectual Property Rights of any third party,

5.5 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat from any loss, damage and expenses suffered as a result of claims, actions, allegations or proceedings based on any failure by Customer to comply with any law or regulation applicable in respect of the Service or obtain or maintain any governmental authorizations, licenses or permits that is required for use of the Service and arising in connection with the CONTRACT or the performance thereof.

5.6 The Customer shall be liable, and shall indemnify and hold harmless Es'hailSat from any act or omission of Customer resulting in loss of, or damage or degradation to any of the Es'hailSat's Space Segment, Ground Facilities or to a third party communications network.

5.7 Es'hailSat shall be entitled to discontinue or require the Customer to discontinue, within [24 Hours] of Es'hailSat's request, any transmission, programming or broadcasting via the Service or to terminate the CONTRACT by email and/or by fax with effect upon receipt:

- a) if said transmission, programming or broadcasting violates international public order, national public order or the laws of the countries or territories in respect of which said transmission, programming or broadcasting is accessible or transmitted, or is considered unlawful in any way whatsoever from any competent public authority (including notably any judge or regulatory authority such as the CRA); and/or
- b) if any relevant broadcasting license, authorization, convention or declaration in respect of any transmission or programming is revoked, provisionally suspended, or no longer in effect; and/or;
- c) if the activity of the Customer and/or its customer(s) is deemed to be illegal; and/or
- d) if the Customer and/or any of its customers becomes subject to, or is directly or indirectly Controlled by any entity which becomes subject to, restrictive measures under any applicable national or international regulation and/or sanction; and/or
- e) if, as a direct or indirect result of said transmission, programming or broadcasting, Es'hailSat becomes subject to, or would, in Es'hailSat's reasonable judgement, become subject to, any civil, administrative or criminal action, that may result in sanctions, fines, damages or other liability and/or the revocation or withdrawal of any authorizations, permits or licenses

granted to Es'hailSat in connection with the provision of the Service.

During any of said interruption of Service, no indemnity whatsoever shall be due by Es'hailSat and the Customer shall be liable for the payment of all Service Charges hereunder. The Customer hereby holds Es'hailSat harmless from any and all liability arising therefrom, it being specified that these interruptions shall be deemed attributable to the Customer.

6. SERVICE CHARGES AND PAYMENT TERMS

- 6.1 The Customer shall pay the Service Charges to Es'hailSat as specified in the Service Order and/or in the MSA. Unless otherwise specified in the MSA, invoices for Service Charges shall be issued by Es'hailSat on a monthly basis in advance.
- 6.2 The Customer shall be liable for all Tax imposed on, or in respect of, the Service. The Service Charges, as specified in the relevant Service Order or the MSA, are exclusive of present or future Tax or other comparable taxes. If, pursuant to applicable laws and regulations, VAT were due by Es'hailSat in respect of the Service Charges invoiced to the Customer, such VAT (or assimilated taxes) shall be charged by Es'hailSat to the Customer in addition to the amount of the Service Charges as specified in the relevant Service Order or the MSA.
- 6.3 Invoices to be issued by Es'hailSat under a Service Order to MSA shall be sent by fax, email, regular, or overnight express mail to the Customer's address specified in the relevant Service Order or the MSA.
- 6.4 Service Charges shall be paid in full by the Customer, without offset, withholding, counterclaim, or deduction of any kind, in the currency specified in the relevant Service Order or the MSA and by wire transfer (all related costs being assumed by the Customer) to the account designated in the relevant invoice (referred to as the "Designated Account").
- 6.5 Payment is due no later than 30 (thirty) days after the date of issuance of the relevant invoice (referred to as the "Payment Due Date"), unless otherwise specified in the relevant Service Order or the MSA. If the Customer does not pay due invoice within 30 days of the date of the invoice, Es'hailSat may suspend or restrict the Service, disconnect the Service, and/or terminate the Customer's Contract and deduct deposit where applicable, as needed. Es'hailSat will send the Customer notice in writing prior to disconnecting The Service.
- 6.6 Payments are deemed to have been made on the day when the relevant sum is credited to the Designated Account.
- 6.7 Any payment due from the Customer that is not received on the Payment Due Date shall bear interest per day of delay. Unless otherwise stipulated in the relevant Service Order or the MSA, late payment interest shall be applied as of the said date at [8%] per day or the highest rate permitted by law in Qatar on any amount not received by Es'hailSat on the due date until Es'hailSat receive full payment.

7. INTELLECTUAL PROPERTY

- 7.1 The Intellectual Property Rights that exist in the Service, software and equipment which provided by Es'hailSat are owned by Es'hailSat and Es'hailSat's licensors. By supplying Customer with Service, software and equipment, Es'hailSat is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.
- 7.2 Where Es'hailSat creates Intellectual Property Rights during or as a result of the supply by Es'hailSat of Service, software and equipment to Customer, Es'hailSat shall own all such Intellectual Property Rights. The Customer must not do anything to jeopardize Es'hailSat or its licensor's Intellectual Property Rights.

- 7.3 Neither Party may use the other Party's names, logos, trademark, trade names or other proprietary marks in any advertising or publicity without first obtaining the other Party's written approval to do so. Unless the approval indicates otherwise, permission to use a Party's Marks will last only for the duration of the Contract.
- 7.4 Es'hailSat may with express prior written consent from the Customer, which consent shall not be unreasonably withheld, disclose as part of its promotional activities the fact that the Customer is obtaining Services from Es'hailSat.

8. LIMITED LIABILITY

- 8.1 Nothing in this Contract shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; breaches of any Intellectual Property Rights; breach of any obligation of confidence; and any infringement of Es'hailSat's Intellectual Property Rights.
- 8.2 Es'hailSat shall not be liable on any basis, whether in tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for direct or indirect loss of profit, loss of goodwill, business or business opportunity, revenue, anticipated saving or any other indirect or consequential loss or damage, arising under or in connection with the Contract.
- 8.3 Es'hailSat shall not be liable on any basis, whether in tort (including negligence), breach of contract, misrepresentation or otherwise, to the Customer or any third party for any loss, damage, liability or expense arising from or in connection with any unavailability, delay, interruption or degradation in or to the Services or failure of Es'hailSat Space Segment and Ground Facilities, or corruption or loss of, data or information transmitted in connection with this Contract.
- 8.4 Es'hailSat maximum aggregate liability for all claims relating to the Service provided pursuant to this Contract, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to [1 Month] of Service Charges for each contractual period of 12 (twelve) months for any and all causes hereunder.

9. MINIMUM SERVICE PERIOD

- 9.1 The Minimum Service Period for Es'hailSat Services is three (3) months except for the cases explained under Clause 9.2 below.
- 9.2 Subject to CRA approval, the Minimum Service Period for Es'hailSat Services can be more than three (3) months in the following cases where the supply of the service to the Customer:
- is dependent on a service agreement between Es'hailSat and a third party service provider (for example for satellite capacity) such that this service agreement requires a defined Minimum Service Period to be completed by the Customer (for example 12 months) and which levies termination fees / penalties when the service is cancelled by the Customer prior to that Minimum Service Period being completed; and/or
 - requires Es'hailSat to invest upfront on account of, for example, terminals and integral & ancillary equipment with the purpose of recovering this investment over the life of the service agreement with the Customer; and/or
 - is under a Bespoke Tariff resulting from a tender situation.

10. TERMINATION

- 10.1 In the event of a material breach by either Party, the non-breaching Party shall be entitled to terminate the relevant Service Order, the MSA or the whole CONTRACT on [90] days' notice delivered to the defaulting Party in accordance with Article 21, if the defaulting Party fails to remedy

the said material breach within the aforesaid notice period.

- 10.2 Cancellation of the Service by the Customer prior to completing the Minimum Service Period will result in termination fees / penalties due and payable for the remaining months of the Minimum Service Period.
- 10.3 Customers will not pay termination fees / penalties if they cancel the subscription Service Order after the completion of the Minimum Service Period.
- 10.4 Es'hailSat may terminate the CONTRACT, any Service Order or MSA immediately upon notice to Customer if: (a) Customer does not pay the Service Charges and such Service Charges remain unpaid for more than [30] days after Es'hailSat notifies Customer of such non-payment; (b) Customer violates any provision of the Contract and does not cease such violation immediately upon notice from Es'hailSat; (c) Customer otherwise breaches this CONTRACT, a Service Order or a MSA and does not cure such breach within [7] days after Es'hailSat gives notice of such breach; (d) Customer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation, or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due; or (e) there is a change in the ownership or control, including nationalization, of Customer that is likely to have a material adverse effect on Es'hailSat's interests.
- 10.5 Upon the expiry or early termination of the CONTRACT, the Customer shall cease, and cause its customer(s) to cease, all transmissions and use of the Service. Es'hailSat shall be entitled, inter alia, to discontinue the provision of the Service by all technical and operational means, upon the expiry or early termination of the CONTRACT.

11. BARRING AND SUSPENSION

- 11.1 Es'hailSat may suspend the Service in any circumstance in which Es'hailSat would have the right to terminate the CONTRACT under Section 7, provided that any notice required for such termination is also given for such suspension. Suspension of Service will not be construed as a waiver of Es'hailSat's right to terminate this CONTRACT or the relevant Service Order or MSA.
- 11.2 Without prejudice to any right of termination contained herein, Es'hailSat may at any time during the Term bar or suspend the Service or portion of the Service:
 - a) If Es'hailSat is instructed to do so by CRA or any Governmental Body. At the reasonable request of Subscriber Es'hailSat shall, to the extent permitted by law and the relevant Governmental Body, provide the Customer with evidence of such instruction by the Governmental Body;
 - b) if Es'hailSat has reason to believe that the Customer is abusing the Service or using it fraudulently or unlawfully or is failing to provide complete and accurate information; or
 - c) if Es'hailSat has reason to believe that the Satellite or its use or operation may adversely affect the Es'hailSat Network or Es'hailSat's ability to provide any of its services.

12. CONFIDENTIALITY

- 12.1 Each Party undertakes not to disclose under whatever form, without the prior written consent of the other Party, any Confidential Information obtained, directly or indirectly, during the negotiation and performance of the CONTRACT.
- 12.2 Confidential Information shall not include: (i) information already known by the receiving Party before its transmission by the disclosing Party; (ii) information developed independently by the receiving Party; (iii) information lawfully received from a third party not under an obligation of confidentiality; (iv) information which has entered into the public domain (save through the fault of either Party);

(v) information which is approved for release in writing by the disclosing Party; or (vi) information disclosed pursuant to law, judicial order or governmental regulation.

12.3 The obligations contained in this Article shall survive the expiry or early termination of the CONTRACT for a period of 3 (three) years. Upon expiry or early termination of the CONTRACT, the Parties shall each return to the other, if requested by the disclosing Party, or destroy all Confidential Information belonging to the other Party. Any destruction of documents must be confirmed in writing to the disclosing Party.

13. FORCE MAJEURE

13.1 Neither Party shall be liable for any failure to perform its obligations under the CONTRACT, if it is prevented or delayed in performing those obligations by an event of Force Majeure.

13.2 An event of Force Majeure is an event or circumstance which is beyond the control and without fault or negligence of the Party affected and which by the exercise of reasonable diligence, the Party affected was unable to prevent.

13.3 If either Party is prevented or delayed in the performance of any of its obligations under the CONTRACT due to an event of Force Majeure, it shall immediately provide written notice thereof to the other Party, specifying in reasonable detail the nature, extent and effect of the Force Majeure, and shall also notify the other Party in writing of the cessation of the event of the Force Majeure.

13.4 Upon removal or cessation of the event of Force Majeure, all obligations under the CONTRACT shall resume.

13.5 However, in the event that Force Majeure event exceeds 30 (thirty) consecutive days, then following such 30 (thirty)- day period, the Parties shall meet and negotiate, inter alia, the conditions for the termination or amendment of the CONTRACT.

14. ASSIGNMENT

The Customer shall not be entitled to assign this CONTRACT, including any or all of its rights and obligations hereunder, to any third party, unless if agreed upon in writing by Es'hailSat. Es'hailSat may assign this CONTRACT, including any or all of its rights, duties and obligations hereunder, to any present or future Affiliate of Es'hailSat.

15. SEVERABILITY

Should any provision of the CONTRACT be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction, the invalid or unenforceable provision shall be given no effect but the remaining provisions of the CONTRACT shall remain in full force and effect. The Parties shall forthwith enter into good faith negotiations to amend the CONTRACT so that the invalid, illegal or unenforceable provision is replaced by a valid, legal, and enforceable provision, which conforms to the extent possible to the intended purpose of the former provision.

16. WAIVER

No delay by any Party in exercising, or failure to exercise any right or remedy set out in this CONTRACT shall constitute a waiver of any of the Party's rights or remedies hereunder.

17. NOTICES

Any Contractual notice served under the CONTRACT including invoices, shall be in writing and shall

be given by any of the following methods: email, fax, international courier, certified or registered mail to the addresses specified in a Service Order or MSA, or such other address or fax number as may be notified by either Party in writing to the other Party. Each notice which shall be delivered, shall be deemed received at such time as it is delivered to the addressee Party, with the return receipt, messenger receipt or delivery receipt being deemed conclusive evidence of said receipt.