

General Tariff Information

Service Provider	Es'hailSat – Qatar Satellite Company P.Q.S.C.
License	Public Satellite Telecommunications Networks and Services
Tariff Number	ETC-B-09/10/11
Service Name	Inmarsat Services
Tariff Type	Business
Tariff Effective Date	24 th May 2018
Tariff Effective Region	Qatar
Tariff Version Number	Version 1.0

1. Definitions and acronyms

- 1.1. BGAN: Broadband Global Area Network service
- 1.2. CRA: Communications Regulatory Authority, State of Qatar
- 1.3. Downlink: speed at which the satellite terminal receives the data
- 1.4. Es'hailSat: Es'hailSat – Qatar Satellite Company
- 1.5. GAN: Inmarsat Global Area Network (GAN) provides a selection of low speed services like voice at 4.8 kbit/s, fax & data at 2.4 kbit/s, ISDN like services at 64 kbit/s (called Mobile ISDN) and shared-channel IP packet-switched data services at 64 kbit/s (called Mobile Packet Data Service or MPDS, formerly Inmarsat Packet Data Service – IPDS)
- 1.6. GSPS: Global Satellite Phone Service
- 1.7. I4: Inmarsat 4th generation of satellites
- 1.8. IsatHub: Inmarsat global smart device connectivity service
- 1.9. Inmarsat Aero: Provides analog voice/fax/data services for aircraft
- 1.10. Inmarsat B HSD: Inmarsat HSD service provides high speed data (HSD) services at 56, 64 or 128 kbit/s
- 1.11. Inmarsat B v/f/d: Inmarsat B service provides digital voice services (v), telex services, medium speed fax (f) /data services (d) at 9.6 kbit/s and high speed data services at 56, 64 or 128 kbit/s
- 1.12. Inmarsat Fleet: Inmarsat maritime networks that includes the Inmarsat-Fleet77, Inmarsat-Fleet55 and Inmarsat-Fleet33 members. Provides a selection of low speed services like voice at 4.8 kbit/s, fax/data at 2.4 kbit/s, medium speed services like fax/data at 9.6 kbit/s, ISDN like services at 64 kbit/s (called Mobile ISDN) and shared-channel IP packet-switched data services at 64 kbit/s (called Mobile Packet Data Service or MPDS).
- 1.13. Inmarsat M v/f/d: Inmarsat M service provides voice services (v) at 4.8 kbit/s and medium speed fax (f) /data services (d) at 2.4 kbit/s
- 1.14. Inmarsat Mini-M v/f/d: Inmarsat Mini-M provides voice services (v) at 4.8 kbit/s and medium speed fax (f)/data services (d) at 2.4 kbit/s
- 1.15. Inmarsat Network: all or any part of the terrestrial or satellite based communications networks over which the services are provided whether directly or indirectly operated by Inmarsat or any of its affiliates or via or in conjunction with Es'hailSat or any other affiliate third party
- 1.16. Inmarsat Swift: Provides global voice and high-speed data, simultaneously, through a single installation on the aircraft.
- 1.17. IP: Internet Protocol
- 1.18. ISDN: Integrated Services Digital Network
- 1.19. Kbps: Kilobits per second
- 1.20. L-Band: The L-band is defined as frequencies in the range 1626.5 to 1675 MHz (Earth to Space) & 1518MHz to 1559 MHz (Space to Earth) for Mobile Satellite Services.
- 1.21. L-Band Network: Inmarsat's L-Band satellite network
- 1.22. Mbps: Megabits per second
- 1.23. MPDS: Mobile Packet Data Service
- 1.24. MSA: Master Services Agreement
- 1.25. MtM: Machine to machine
- 1.26. PSTN: Public Switch Telephone Network
- 1.27. QoS: Quality of Service
- 1.28. RF: Radio Frequency
- 1.29. Satellite Access Station: or "SAS" is a ground station interfacing with one or more Satellites, with an interface to the terrestrial network in support of any services
- 1.30. Satellite Terminal: a terminal suitable for use of the service
- 1.31. SCAP: Shared Corporate Allowance Packages
- 1.32. Service: Inmarsat service
- 1.33. SIM Card: a subscriber identity module card which uniquely identifies a satellite terminal.
- 1.34. SMS: Short Messaging Service

- 1.35. Subscriber: a person who contracts to subscribe to the service
- 1.36. Uplink: speed at which the satellite terminal transmits data

2. General Tariff Terms & Conditions

DEFINITIONS AND INTERPRETATION

“Affected Party” means a Party affected by a Force Majeure Event.

“Agreement” means this Terms & Condition document plus Es'hailSat Policy plus the Order Form

“Applicable Regulatory Framework” means the terms and conditions of Es'hailSat applicable Licenses and annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Communications Regulatory Authority (CRA).

“Business Day” means a day other than Friday or Saturday or public holiday in Qatar.

“Charges” means the charges payable by Subscriber/Customer to Es'hailSat pursuant to the Order Form signed by the Subscriber.

“Force Majeure Event” 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.

“Governmental Authorization” means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body.

“Governmental Body” means any 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.

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

“Es'hailSat Policy” means Inmarsat L-Band Services policy set out at www.eshailsat.qa

“Term” Period in which Subscriber is using the service provided by Es'hailSat and subscribed to.

“Es'hailSat Network” means all or any part of the terrestrial or Satellite based communications networks over which the services are operating on, whether directly or indirectly owned or operated by Es'hailSat or any of its Affiliates, or via or in conjunction with third parties.

“Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Operational Emergency” means a situation which, in the reasonable opinion of Es'hailSat, acting in good faith, has caused or is likely to cause damage, unavailability, delay, interruption or interference to the Es'hailSat Network or Space Segment.

“Order Form” means the form in which the customer fill requesting for the service.

“Parties” means Es'hailSat and Subscriber or their permitted successors or assigns, and **“Party”** shall mean either of them, as applicable.

“Receiving Party” means a Party receiving Confidential Information.

“**Satellite**” means an object located beyond the Earth's atmosphere that is used for radio communications which is owned, leased and/or operated by or on behalf of Es'hailSat or any of its Affiliates now or in the future, including subsequent generation satellites.

“**Satellite Terminal**” means a terminal suitable for operation with and use of the Services.

“**SIM Card**” means a subscriber identity module card which uniquely identifies a Satellite Terminal.

“**Space Segment**” means the Satellites and all other centralised infrastructure owned, leased, and/or operated by or on behalf of Es'hailSat or any of its Affiliates to support the operation of the Satellites and the Services.

“**Tax**” means all 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.

“**Licensed Territory**” shall mean the State of Qatar.

2.1. PROVISION OF SERVICES AND EQUIPMENT BY ES'HAILSAT

2.1.1. Es'hailSat is the authorized reseller of Inmarsat services in Qatar. The Tariff terms and conditions (“Terms and Conditions”) apply to end-users (“Subscriber(s) or Customer(s)”) using Inmarsat Services.

2.1.2. These Terms and Conditions, Services Tariff, Es'hailSat approved Subscriber Application and Services Agreement and/or Subscriber's written acceptance of Es'hailSat's quotation, when taken together, will govern the provision by Es'hailSat of Services to Subscriber or Customer. The Terms & Conditions Services Tariff applicable to the provision of Inmarsat services, but excludes all other charges for hardware, service management and service delivery.

2.1.3. In the absence of a quotation or agreement signed by Subscriber/Customer, Subscriber's verbal instruction or issuance to Es'hailSat of a purchase order, work order, or other form of written order from Subscriber will constitute Subscriber's acceptance of an Es'hailSat quotation and Services. All future orders for Services and/or Equipment will be governed by these Terms and Conditions, unless otherwise agreed. Future orders will be subject to Es'hailSat's acceptance, which may be withheld for any reason or for no reason.

2.1.4. Subscriber/Customer is responsible for notifying Es'hailSat, in writing, of any requirement to Services and equipment, permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after Es'hailSat's receipt of Subscriber's written request and Es'hailSat's acknowledgement of receipt of Subscriber's written request. All such requests must be in writing.

2.1.5. There will be no pro-rata refunds for deactivation or suspension. Subscriber will remain liable for all charges up to and including the last day of the billing period in which Es'hailSat acknowledges receipt of Subscriber's written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

2.1.6. For contract duration that exceeds 3 months, Subscribers will not pay early termination fees / penalty if the subscription is cancelled any time after 3 months of service.

2.2. CHANGES TO THE TARIFF TERMS & CONDITIONS OR CHARGES

Es'hailSat may, from time to time and consistent with its obligations under the Applicable Regulatory Framework and the approval of CRA, if required, (a) modify the fees and charges contained in the Service Tariff or (b) Make changes to these General Terms and Conditions with 30 days' prior notice to the Subscriber/Customer.

2.3. ELIGIBILITY

2.3.1. You must be 18 years old or older to be eligible to subscribe to our Services.

2.3.2. Some prospective Subscribers may be ineligible for certain services because of poor credit history, their record of payment for Es'hailSat services or other factors.

2.3.3. If you are refused service because of ineligibility, you are entitled to a clear justification for such refusal in writing.

2.4. ES'HAILSAT OBLIGATIONS

- 2.4.1. Es'hailSat shall supply the service(s) to Subscriber, using personnel that are adequately experienced, trained, qualified and skilled.
- 2.4.2. Es'hailSat shall provide centralized Subscriber and technical support to Subscriber 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 Subscriber, subject to any resourcing or technical restraints.
- 2.4.3. Subscriber or a Customer may contact Es'hailSat for customer services by calling Es'hailSat directly at +1 709 748 4226 or by sending an email at GlobalCustomerSupport@inmarsat.com

2.5. SUBSCRIBER/CUSTOMER OBLIGATIONS

- 2.5.1. Subscriber shall pay the Charges to Es'hailSat, in accordance with Clause 2.8.
- 2.5.2. Subscriber shall:
- i. comply with this Terms & Conditions and the Es'hailSat Policies, which are available at www.eshailsat.qa
 - ii. following reasonable prior notice from Es'hailSat, Subscriber shall allow Es'hailSat (acting itself or through its independent auditors), during normal working hours, to access any of Subscriber's premises, systems, personnel, accounts and records strictly relating to the services (subject to reasonable and relevant security clearances) as may be reasonably required in order to verify that Subscriber is: providing accurate and complete information to Es'hailSat in accordance with the requirements of Clause 2.5.2 (iv);
 - iii. ensure the continued accuracy and completeness of all information at all times that Subscriber provide to Es'hailSat in connection with the services (including inputs into the business support system (BSS) along with any other mandatory fields) in accordance with any guidance provided by Es'hailSat, by whatever method and upon request from Es'hailSat promptly verify and update any such information;
 - iv. only provide access to Es'hailSat's activation and operational support systems to its own personnel, including subcontracted personnel, and then only to the extent reasonably necessary to their role in the performance and exercise of Subscriber's obligations and rights under this Agreement (other persons who request this access shall require Es'hailSat's permission and shall be required to comply with data protection and security provisions as applicable); and
- 2.5.3. Subscriber shall comply with all reasonable security measures, as notified by Es'hailSat from time to time, regarding Subscriber's interfacing with Es'hailSat's and its Affiliates' infrastructure and interfacing with the Es'hailSat Network. Such security measures shall include the provision of routers, firewalls and other equipment by Subscriber for the purpose of maintaining network security on managed network elements.
- 2.5.4. Subscriber shall comply with all applicable laws and regulations and requirements of any Governmental Body applicable to Subscriber, and shall not use the services or knowingly permit them to be used: (i) for any unlawful, illegal, immoral, indecent, abusive, defamatory or fraudulent purpose; (ii) in a way that interferes with Es'hailSat's ability to provide services to its Subscribers or avoids its obligation to pay for the services; (iii) in any way that may violate or infringe the legal rights of any person (including any third party Intellectual Property); or (iv) in any way that may be in breach of any obligation of confidence or privacy.
- 2.5.5. Subscriber/Customer will use the Services only in accordance with applicable Qatar and foreign rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is using the Services. Subscriber/Customer will be liable for all use or misuse of the Services hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not resell or rent the Services. Customers will not use the Services in an abusive or fraudulent manner, including, but not limited to the following:
- i. accessing or attempting to access Services by using an unauthorized device or by tampering with or altering equipment;
 - ii. obtaining or attempting to obtain permission to use Services by providing false or misleading information;

- iii. obtaining Services without having the intent to pay charges incurred;
- iv. intentionally interfering with or causing disruption in the provision of Services to other customers;
- v. using the Services to further criminal activity;
- vi. using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
- vii. using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other Inmarsat customers.

2.6. REGULATORY OBLIGATIONS

- 2.6.1. Subscriber/Customer shall comply with Applicable Regulatory Framework and obtain under its regulation any required approval, permit and/or license for the provision of the Service(s).
- 2.6.2. Subscriber shall obtain or procure all Governmental Authorizations (including activation and billing requirements) that may be required for the service provision or operation of Satellite Terminals in where the Satellite Terminals are used. On request from Es'hailSat, Subscriber shall promptly provide documentary proof to Es'hailSat of any Governmental Authorizations.
- 2.6.3. Subscriber shall comply with and procure that its Service Providers comply with all government export controls, sanctions, embargoes and trade restrictions that are applicable to the Services and use of Satellite Terminals.
- 2.6.4. Subscriber shall comply with all relevant data protection and privacy legislation in connection with this Agreement and the use of the services
- 2.6.5. Subscriber shall, subject to legal restrictions (including any relating to data protection or privacy legislation), provide all information to Es'hailSat (and, where requested by Es'hailSat, to its Service Providers) to the extent reasonably necessary to enable Es'hailSat to respond to or comply with regulatory requirements, such as legal intercept/forced routing of traffic, terminal directories and traffic reports, in a timely manner.

2.7. MINIMUM SERVICE PERIOD

- 2.7.1. Unless otherwise stated in the applicable Service Tariff, the minimum service period for Es'hailSat Services is three (3) months. Cancellation of the Service prior to that time will result in applicable charges due and payable for the entire three (3) month minimum service period.
- 2.7.2. For contract duration that exceeds three (3) months, Subscribers will not pay early termination fees / penalty if the subscription is cancelled any time after three (3) months of service.

2.8. CHARGES AND PAYMENT TERMS

- 2.8.1. Inconsideration of the provision of the Services by Es'hailSat, the Subscriber/Customer shall pay Es'hailSat the Services' applicable Charges. The applicable Charges are set in www.eshailsat.qa and are exclusive of Tax. The Charges, and the currency in which they are denominated, may be adjusted from time to time by Es'hailSat at its discretion, upon thirty (30) days' notice to Subscriber, provided that any Charges payable are in Qatari Riyals. Subscriber shall also pay such Tax as Es'hailSat is obligated to add, impose or collect on or in relation to the Charges.
- 2.8.2. In order to assure that the Subscriber/Customer meets its financial obligations under the Agreement, Es'hailSat shall be entitled to require the provision by the Subscriber/Customer of a security cash deposit, first demand bank guarantee, irrevocable standby or documentary letter of credit, escrow account, or any other appropriate security. The amount and nature of said financial guarantee or security, as well as the period of validity thereof, shall be determined by Es'hailSat on the basis of objective criteria relating, inter alia, to the then-current financial situation of the Subscriber/Customer, the Subscriber/Customer payment history (if applicable), the volume of traffic required, and the nature and duration of the services requested. The provision by the Subscriber/Customer of the aforesaid financial guarantee or security and all related documentation shall be deemed to be a condition precedent for the performance of the related Service Order by Es'hailSat.
- 2.8.3. Upon any default by the Subscriber/Customer, Es'hailSat shall have the right to exercise the financial

guarantee or security provided by the Subscriber/Customer to the extent that is necessary to remedy such default. The Subscriber/Customer shall, upon demand by Es'hailSat, restore any portion of the financial guarantee or security which may be applied by Es'hailSat to remedy any default by the Subscriber/Customer. The provision of such security guarantee, does not relieve Subscriber/Customer of its payment obligations specified herein.

- 2.8.4. Es'hailSat shall invoice the Subscriber in accordance with the terms of this Agreement. Each invoice shall be due for payment (the "Payment Due Date") Ten (10) days from the date of the invoice. Where a Payment Due Date falls on a day other than a Business Day, payment shall be made by the last Business Day immediately before the Payment Due Date.
- 2.8.5. Any payment shall be made by electronic funds transfer directly to the bank account designated by Es'hailSat in writing. Subscriber shall be solely responsible for the costs associated with such electronic fund transfers.
- 2.8.6. Subscriber may dispute the Charges in an invoice in good faith by notifying Es'hailSat as soon as possible but no later than the Payment Due Date, and withhold payment of the disputed amount. Any such notice shall be in writing, shall include the reasons for the dispute. Subscriber shall pay the undisputed amount of any invoice by the Payment Due Date.
- 2.8.7. Es'hailSat shall have the right, for twelve months (or longer if required by law) following the date of an invoice, to issue an adjustment to an invoice in the event of the discovery of an error or adjustment affecting the invoice.
- 2.8.8. If Subscriber fails to pay an invoice by the Payment Due Date, Es'hailSat may charge interest of eight (8) percentage points per annum. Such interest shall accrue on a daily basis from the date following the Payment Due Date until actual payment of the overdue amount, whether before or after judgment. If Subscriber fails to pay an invoice within fourteen (14) days of Es'hailSat providing notice that Subscriber is in breach of its payment obligation, Es'hailSat may vary the Payment Due Date and/or suspend this Agreement in whole or in part. If Subscriber fails to pay an invoice within thirty (30) days of Es'hailSat providing notice that Subscriber is in breach of its payment obligation, Es'hailSat may suspend or/and terminate the Service(s) and the Agreement in whole or in part.

2.9. TAX

- 2.9.1. Subscriber/Customer shall be liable for all Tax imposed on, or in respect of, the Subscriber's use of the Services.
- 2.9.2. If any Tax becomes payable in respect of the Subscriber's use of the Services, such Tax shall be for the account of Subscriber and Subscriber shall pay to Es'hailSat such an amount as to yield to Es'hailSat a net amount equal to the amount that, but for such Tax, would have been received by Es'hailSat.
- 2.9.3. Any deduction or withholding of Tax in accordance with this Agreement, all amounts due under this Agreement shall be paid by Subscriber to Es'hailSat in full without any set-off, counter-claim or withholding.

2.10. BARRING AND SUSPENSION

- 2.10.1. Without prejudice to any right of termination contained herein, Es'hailSat may at any time during the Term bar or suspend the Service(s) temporarily or permanently for any for the following reasons:
 - i. If the Subscriber breach any of its obligations and the Service conditions or/and does not pay the applicable charges;
 - ii. if Es'hailSat is instructed to do so by a Governmental Body. At the reasonable request of Subscriber Es'hailSat shall, to the extent permitted by law and the relevant Governmental Body, provide Subscriber with evidence of such instruction by the Governmental Body;
 - iii. if Es'hailSat has reason to believe that Subscriber is abusing a service or using it fraudulently or unlawfully or is failing to provide complete and accurate information; or
 - iv. if Es'hailSat has reason to believe that the Satellite Terminal or its use or operation may adversely affect the Es'hailSat Network or Es'hailSat's ability to provide any of its services.
 - v. Es'hailSat shall use reasonable endeavors to provide Subscriber with prior notice of the barring or suspension of the Service(s), a Satellite Terminal or SIM Card. Es'hailSat may however bar or suspend the Service(s), any Satellite Terminal or SIM Card without such prior notice if required by any law or regulation, or if in Es'hailSat's reasonable opinion any delay in barring the

Service(s), the Satellite Terminal or SIM Card may result in a breach by Es'hailSat of applicable laws or regulations.

2.11. DEFAULT, TERMINATION AND CANCELLATION

- 2.11.1. Once the Subscriber's Service has commenced or the Subscriber's account has been activated, the Subscriber may cancel Service for any reason. If the Subscriber cancel the Service before the Minimum Service Period, Es'hailSat may charge the Subscriber an early cancellation fee equal to the amount due under the remaining term of the Minimum Service Period ("Cancellation Fee"), or as provided in the Service Tariff.
- 2.11.2. Subject to the applicable terms and conditions in the applicable Service Tariff, cancellation after the end of the Minimum Service Period will not result in any additional liability as a result of the cancellation.
- 2.11.3. Default and termination of Service(s)
- 2.11.4. The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from Es'hailSat:
 - 2.11.5. use of the Service(s) in any manner or for any purpose contrary to the Applicable Regulatory Framework or any applicable law in Qatar or any foreign jurisdictions;
 - 2.11.6. abuse or fraudulent use of the Services;
 - 2.11.7. failure to make any payments due as invoiced;
 - 2.11.8. discovery by Es'hailSat that any representation or warranty made by the Subscriber/Customer in any document furnished by Subscriber/Customer to Es'hailSat is incorrect;
 - 2.11.9. breach or violation of any of these Terms and Conditions by Customer; or
 - 2.11.10. commencement of any proceeding, whether voluntarily or involuntarily, relating to Subscriber/Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- 2.11.11. In the event of default, Es'hailSat may, at Es'hailSat's sole option and without limiting any other rights and remedies it may have, suspend or terminate Subscriber/Customer Service without notice. Es'hailSat will bill Subscriber/Customer and Subscriber/Customer will pay Es'hailSat, in accordance with clause 2.8, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Es'hailSat will incur no liability whatsoever. Subscriber/Customer will be liable for all costs and expenses incurred by Es'hailSat due to default by a Subscriber/Customer, including but not limited to legal costs.
- 2.11.12. Es'hailSat, may, with no liability whatsoever, suspend or terminate Service(s) if lawfully ordered to cease operation of such Service by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Es'hailSat or its Suppliers to provide the Services are taken for a public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, Es'hailSat will have the right, upon written notice to Subscriber/Customer, to terminate the Service affected by the taking.
- 2.11.13. The rights of termination, restriction or suspension set forth in this clause are in addition to any other remedies available to Es'hailSat under these Terms and Conditions, or at law or in equity.

2.12. LIMITATION OF LIABILITY

- 2.12.1. Subject to Clause 2.12.2, neither Es'hailSat or the Subscriber/Customer shall 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 this Agreement.
- 2.12.2. Nothing in this Agreement shall exclude or limit Es'hailSat or the Subscriber/Customer for: (a) death or personal injury to the extent resulting from its negligence; (b) that Party's fraud or fraudulent misrepresentation; or (c) any loss, liability or cost to the extent that it cannot be excluded or limited by law.
- 2.12.3. Except as set out in this Agreement, all conditions, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services provided under this Agreement are excluded

to the fullest extent permitted by law.

- 2.12.4. Es'hailSat shall be liable for loss suffered as a result of damage to, or corruption or loss of, data or information transmitted in connection with this Agreement.
- 2.12.5. Es'hailSat shall not be liable on any basis, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, to Subscriber 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 its business or operational systems, save to the extent caused by gross negligence, willful misconduct or fraud on the part of Es'hailSat under or in connection with this Agreement or as expressly provided under this Agreement.
- 2.12.6. Subscriber acknowledges that Es'hailSat cannot guarantee, and nor is it liable for, the security of information transmitted via the Es'hailSat Network, and that Es'hailSat does not warrant that the provision of any service will be uninterrupted or error-free.

2.13. FORCE MAJEURE

- 2.13.1. Except for completing any payment obligations, if Es'hailSat or Subscriber/Customer is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, then the affected party's obligations under this Agreement will be suspended for as long as the Force majeure Event continues and to the extent that the affected party is so prevented, hindered or delayed.
- 2.13.2. If the Force Majeure Event continues for more than six (6) months starting on the day the Force Majeure Event starts, a Party may terminate the service by giving not less than thirty (30) days' prior notice to the other Party.

2.14. NOTICES

- 2.14.1. Any and all notices required or permitted to be given under this Agreement will be in writing in the English language and will be sufficiently given when delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested; (c) by facsimile transmission, or (d) by email, addressed to the recipient set out below or such other address as may be notified by a Party to the other from time to time. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given five days after the date of posting. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail shall be deemed to have been made on the Business Day on which the notice is first stored in the other Party's electronic mailbox.

Es'hailSat Address and contact information:
Qatar Satellite Company
Property No. 414, Al Markhiya Street No. 380
Area No. 31, Umm Lakhba,
P.O. Box 10653, Doha, Qatar
Email: sales@eshailsat.qa

Subscriber Address and contact information:
Set out in the Order Form

2.15. ASSIGNMENT

- 2.15.1. The Subscriber/Customer shall not assign, novate, subcontract, charge, transfer or otherwise dispose of this Agreement or any rights or obligations under it without the written consent of Es'hailSat. Es'hailSat may assign or novate any and all rights and obligations hereunder to any Es'hailSat Affiliate.

2.16. WAIVER

- 2.16.1. A failure of Es'hailSat to exercise, a delay in exercising or partial exercise of, a right or remedy provided by the Agreement or by law will not constitute a waiver of its right or remedy, a waiver of other rights or remedies or a further exercise of the right or remedy to fully enforce the Agreement.

2.17. INVALIDITY

- 2.17.1. Should any provision of this Agreement be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision shall be given no effect and shall be deemed not to be included in this Agreement without invalidating any of the remaining provisions of this Agreement. Es'hailSat and the Subscriber/Customer shall forthwith enter into good faith negotiations to amend this Agreement in such a way that, as amended, is valid, legal, enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision.

2.18. NETWORK DATA

- 2.18.1. In supplying the Services, Es'hailSat collects certain data from the Es'hailSat Network and the Satellite Terminals which connect to the Es'hailSat Network, including without limitation set-up, environmental, location, technical, operational and other data ("Network Data"). Es'hailSat may use such Network Data (excluding any personal data or the contents of any transmissions) whenever collected on a standalone or aggregated basis (including in conjunction with any other data), for its business purposes (such as to provide, develop and improve Es'hailSat's Services and the Es'hailSat Network) Es'hailSat shall also be entitled to associate such Network Data with the identity of the Subscriber and/or details of the vessel or aircraft on which the Satellite Terminal is located and disclose the same. Use of this Network Data shall be in accordance with applicable law, including relevant competition laws.

2.19. GOVERNING LAW AND JURISDICTION

- 2.19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Qatar.
- 2.19.2. Es'hailSat and the Subscriber/Customer irrevocably agree that the courts of Qatar shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

3. Network Structure

Satellite terminals uplink/downlink voice and data traffic to an Inmarsat satellite in L-Band to be uplink/downlink to one of Inmarsat SAS which operates as an international communication exchange, connecting communication from: mobile to fixed, fixed to mobile (via the PSTN) and mobile to mobile. For IP traffic, SAS will then route the traffic to/from the Internet gateway.

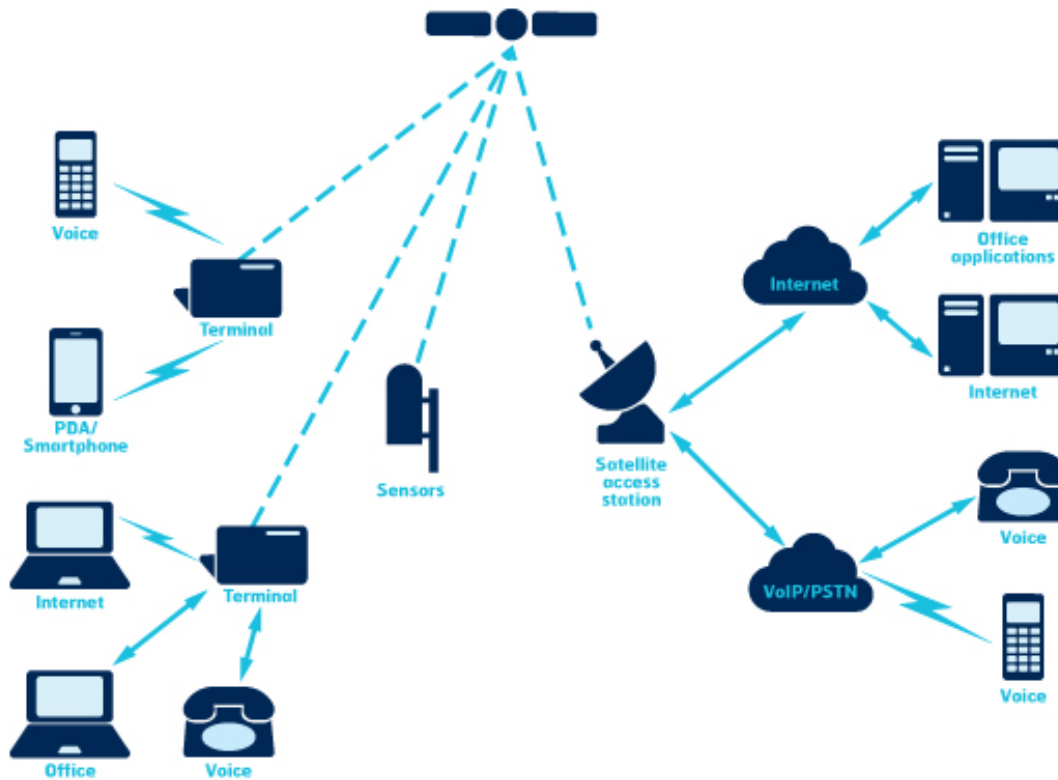


Figure 1: Inmarsat GSPS and Broadband Service

4. Service Definition

4.1. Inmarsat GSPS Service (IsatPhone2)

4.1.1. Global satellite phone system service via Inmarsat L-Band Satellite Network that offers subscribers Voice, SMS, Voice mail, GPS and low speed data access, through a satellite terminal, which is called an Inmarsat IsatPhone2. Every subscriber is identified by a GSPS SIM card that is inserted in to the satellite terminal.

The IsatPhone2 offers subscribers:

- i. Voice using 2.4 kbps voice codec
- ii. A bit rate of 2.4 kbps fax and data
- iii. GPS locator screen
- iv. SMS, Voicemail, Missed call notifications
- v. It also offers other services such as safety, tracking and emergencies

4.2. IsatHub

4.2.1. Global smart device connectivity service via Inmarsat L-Band Satellite Network that offer subscribers voice and data access, through a satellite terminal, typically an Inmarsat iSavi. Every subscriber is

identified by an IsatHub SIM card, that is inserted in to the satellite terminal. The satellite terminal acts as an access point and the broadband service is accessed from a smart device through a control application, which provides full control over access to the service as well as visibility of data usage from each device sharing the broadband connection.

Inmarsat global smart device connectivity service through Inmarsat L-Band Satellite Network that offer subscribers

- i. Data speeds for up to 384kbps
- ii. Dedicated Apple or Android applications to connect smart devices to the Internet for email and web usage and to exchange voice calls and texts
- iii. Management application to manage and monitor usage
- iv. Voice application for voice calls

4.3. **BGAN Service**

4.3.1. Broadband Global Area Network service via Inmarsat L-Band Satellite Network that offers subscribers voice and data access, through a satellite terminal, typically an Inmarsat BGAN. Every subscriber is identified by a BGAN SIM card, that is inserted in to the satellite terminal. The satellite terminal acts as an access point and the broadband service is accessed from a smart device or computer through a control application, which provides full control over access to the service as well as visibility of data usage from each device sharing the broadband connection.

Inmarsat Broadband Global Area Network service through Inmarsat L-Band Satellite Network that offer subscribers

- i. Simultaneous voice and broadband data at a speed of up to 492 Kbits/s in addition to SMS, ISDN and Streaming
- ii. Send / receive emails, file transfers, audio / video conferencing, broadcasting, browsing, etc.

4.4. Inmarsat Services Charges

4.4.1. GSPS Services - Postpaid Subscription Plans

The following table provides the charges for the GSPS service postpaid Subscription plans in QAR.

Subscription/Airtime Charges	Entry Plan	High Plan	Enhanced 2016 Plan
Subscription Fee - Monthly	QAR 162.40	QAR 238.55	QAR 458.75
Subscription Fee - Quarterly	-	QAR 715.65	-
Subscription Fee - Yearly	-	QAR 2,862.60	QAR 5,505.00
Free Minutes Per Month	10	60	100
Free Minutes Per Quarter	-	180	-
Free Minutes Per Year	-	720	1200
Minimum Duration	-	12 Months	24 Months
Traffic Type			
Airtime MtF	QAR 3.45	QAR 3.12	QAR 3.12
Airtime to Cellular	QAR 3.85	QAR 3.49	QAR 3.49
Voicemail	QAR 3.45	QAR 3.12	QAR 3.12
SMS	QAR 1.72	QAR 1.65	QAR 1.65
Data MtF	QAR 3.45	QAR 3.12	QAR 3.12
Voice Mobile to I4	QAR 3.12	QAR 3.12	QAR 3.12
GSPS Voice	QAR 4.04	QAR 4.04	QAR 4.04
To other MSS Services			
Inmarsat B V/F/D	QAR 10.83	QAR 9.69	QAR 9.69
Inmarsat M V/F/D	QAR 9.18	QAR 8.26	QAR 8.26
Inmarsat Mini-M V/F/D	QAR 7.89	QAR 7.08	QAR 7.08
Inmarsat GAN/Fleet/Swift64 Voice	QAR 7.89	QAR 7.08	QAR 7.08
Inmarsat Aero Voice	QAR 15.41	QAR 13.76	QAR 13.76
Iridium Voice	QAR 34.20	QAR 34.20	QAR 34.20
Globalstar Voice	QAR 24.88	QAR 24.88	QAR 24.88
Thuraya Voice	QAR 15.56	QAR 15.56	QAR 15.56
Other MSS Carriers	QAR 21.65	QAR 19.27	QAR 19.27

Table 1: Inmarsat GSPS Postpaid Plans Charges

4.4.2. GSPS Services - Prepaid Subscription Plans

The following table provides the charges for the GSPS service Prepaid Subscription plans in QAR.

	Prepaid
Activation charge	QAR 0.00
GSPS Prepaid - Price Per Voucher (0 Units)	QAR 128.45
GSPS Prepaid - Price Per Voucher (50 Units)	QAR 229.38
GSPS Prepaid - Price Per Voucher (250 Units)	QAR 1,146.88
GSPS Prepaid - Price Per Voucher (500 Units)	QAR 2,293.75
GSPS Prepaid - Price Per Voucher (1000 Units)	QAR 4,037.00
GSPS Prepaid - Price Per Voucher (2500 Units)	QAR 9,523.65
GSPS Prepaid - Price Per Voucher (5000 Units)	QAR 16,258.10

Service	Rate per Call Units
Fixed v/f/d	1.300
Cellular v/f/d	1.300
SMS	0.500
BGAN voice	1.300
FleetBroadband voice	1.300
Swiftbroadband voice	1.300
GSPS and SPS voice	1.300
GSPS Voicemail	1.300
Inmarsat	
Inmarsat B v/f/d	3.400
Inmarsat M v/f/d	2.900
Inmarsat mini M v/f/d	2.500
Inmarsat GAN/Fleet/Swift voice	2.500
Inmarsat Aero voice	4.900
Iridium	
Iridium voice	11.000
Globalstar voice	8.000
Thuraya voice	5.000
Other MSS carriers	6.900

Vouchers	
Units per card	Expiry
0	30 Days
50	30 Days
250	180 days
500	365 Days
1000	365 Days
2500	365 Days
5000	365 Days

Table 2: Inmarsat GSPS Prepaid Plan Charges

4.4.3. IsatHub – Postpaid Plans

The following table provides the charges for the IsatHub service in QAR

IsatHub	Billed Unit	Single SIM		
		IsatHub Usage	IsatHub 10MB	IsatHub 15MB
Activation Charge	One Time	QAR 0.00	QAR 0.00	QAR 0.00
Monthly Subscription Fee	Per Month	QAR 73.22	QAR 209.01	QAR 229.38
Monthly MB Allowance	Per Billed Unit	0 MB	10MB	15MB
Maximum Number of SIMS	Per Billed Unit	1	1	1
Contract Term	Per Month	1 Month	1 Month	12 Month
IP Charges				
Out of Bundle IP Charge	Per Minute	QAR 14.13	QAR 11.30	QAR 11.49
Voice Charges				
Voice to fixed	Per Minute	QAR 3.63	QAR 3.63	QAR 3.08
Voice to cellular	Per Minute	QAR 3.63	QAR 3.63	QAR 3.08
Voice to I4	Per Minute	QAR 3.63	QAR 3.63	QAR 3.08
Voicemail	Per Minute	QAR 3.63	QAR 3.63	QAR 3.08
SMS	Per SMS	QAR 1.76	QAR 1.76	QAR 1.50
To other MSS Services				
Inmarsat B V/F/D	Per Minute	QAR 13.73	QAR 13.73	QAR 13.73
Inmarsat M V/F/D	Per Minute	QAR 11.71	QAR 11.71	QAR 11.71
Inmarsat Mini-M V/F/D	Per Minute	QAR 10.09	QAR 10.09	QAR 10.09
Inmarsat GAN/Fleet/Swift64 Voice	Per Minute	QAR 25.84	QAR 25.84	QAR 25.84
Inmarsat Aero Voice	Per Minute	QAR 19.74	QAR 19.74	QAR 19.74
Iridium Voice	Per Minute	QAR 50.46	QAR 50.46	QAR 50.46
Globalstar Voice	Per Minute	QAR 36.70	QAR 36.70	QAR 36.70
Thuraya Voice	Per Minute	QAR 22.94	QAR 22.94	QAR 22.94
Other MSS Carriers	Per Minute	QAR 27.82	QAR 27.82	QAR 27.82

Table 3: Inmarsat IsatHub Postpaid Plans Charges

Notes:

1. Out of bundle IP charges are applicable once all Monthly MB allowance are consumed.
2. Out of bundle IP charges are billed Per Minute.
3. There is no rollover of unused allowances.

Minimum Call Durations/ Billing Increments		
Service	Minimum	Billing Increment
Voice/ Data (seconds)	30	15
Standard IP (kilobytes)	50	20
SMS	1	1

4.4.4. BGAN - postpaid

The following table provides the postpaid charges for the BGAN service in QAR.

Postpaid	BGAN Standard+
Activation charge	QAR 0.00
Monthly Subscription	QAR 359.66
Monthly Allowance	5MB
Additional Usage Subscription	
5MB - 500MB	QAR 3,996.08
500MB - 1000MB	QAR 5,994.14
1000MB - 5000MB	QAR 11,988.24
5000MB - 10,000MB	QAR 15,984.32
10,000 - 30,000MB	QAR 23,976.48
Contract Duration (in months)	12
Voice Charges (per minute)	
Voice to fixed	QAR 4.04
Voice to cellular	QAR 5.25
Voice Mobile to I4	QAR 3.49
Voicemail (notification is free of charge)	QAR 3.23
SMS Charges (per sms)	QAR 2.17
Streaming IP Charges (per minute)	
32 kbit/s	QAR 13.54
64 kbit/s	QAR 25.67
128 kbit/s	QAR 44.64
176 kbit/s	QAR 65.88
256 kbit/s	QAR 77.01
384+ kbit/s	QAR 114.69
(A*) Voice/ISDN to other MSS - Pricing table:	
To Other MSS Voice Services:	
Inmarsat Mini-M v/f/d	QAR 10.08
Inmarsat Fleet/Swift Voice	QAR 25.84
Inmarsat Aero Voice	QAR 19.76
Iridium Voice	QAR 50.46
Globalstar Voice	QAR 36.70
Thuraya Voice	QAR 22.94
Other MSS Carriers	QAR 27.83
To Other MSS ISDN Services:	
Inmarsat Fleet/Swift ISDN	QAR 73.40

Table 4: Inmarsat BGAN Standard+ Postpaid Plan Charges

Postpaid	Money Bundle Premium or Flexible Packages ⁽³⁾					
	PREMIUM: subscription fee paid monthly, no rollover					
	FLEXIBLE: subscription fee paid in advance (quarterly, semi-annual or annually), rollover of money allowance within the period					
	Entry		Mid		High	
Activation charge	QAR 183.50		QAR 183.50			
Monthly Subscription	QAR 542.54		QAR 2,233.93		QAR 14,360.86	
Charging option: Flexible Quarterly	QAR 1,627.57		QAR 6,701.75		QAR 43,082.61	
Charging option: Flexible Annually	QAR 6,510.25		QAR 26,806.96		QAR 172,330.43	
Charging option: Flexible Semi-Annual			QAR 13,403.57			
Monthly implied IP MBs (assumes that all money allowance is used for Standard I)	21.25 MBs		100 MBs		750 MBs	
Contract duration options (in months)						
Premium	3 or 6 or 12		6 or 12		12	
Flexible quarterly	3		12		12	
Flexible Semi-Annual	-		-		-	
Flexible annually	12		12		12	
IP Charges	In Bundle	Out of Bundle	In Bundle	Out of Bundle	In Bundle	Out of Bundle
In bundle charge IP per MB	QAR 25.54		QAR 22.35		QAR 19.16	
Out of bundle charge IP per MB (In Region)	QAR 26.72		QAR 23.12		QAR 20.33	
Voice Charges (per minute)						
Voice to fixed	QAR 3.19	QAR 3.52	QAR 2.79	QAR 3.12	QAR 2.39	QAR 2.64
Voice to cellular	QAR 4.15	QAR 4.55	QAR 3.67	QAR 4.00	QAR 3.12	QAR 3.41
Voice Mobile to I4	QAR 2.39	QAR 2.61	QAR 2.17	QAR 2.31	QAR 1.84	QAR 1.98
Voicemail (notification is free of charge)	QAR 2.57	QAR 2.79	QAR 2.24	QAR 2.46	QAR 1.91	QAR 2.09
ISDN / Fax / Audio 3.1 / MtM Charges (per minute)	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93
SMS Charges (per sms)	QAR 1.58	QAR 1.76	QAR 1.43	QAR 1.50	QAR 1.21	QAR 1.36

Streaming IP Charges (per minute)						
32 kbit/s	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35
64 kbit/s	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53
128 kbit/s	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86
176 kbit/s	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82
256 kbit/s	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58
384+ kbit/s	QAR 115.68	QAR 115.68	QAR 115.68	QAR 115.68	QAR 115.68	QAR 115.68
(A*) Voice/ISDN to other MSS - Pricing table:						
To Other MSS Voice Services:	In Bundle	Out of Bundle	In Bundle	Out of Bundle	In Bundle	Out of Bundle
Inmarsat B v/f/d	QAR 13.71	QAR 13.71	QAR 13.71	QAR 13.71	QAR 13.71	QAR 13.71
Inmarsat M v/f/d	QAR 11.70	QAR 11.70	QAR 11.70	QAR 11.70	QAR 11.70	QAR 11.70
Inmarsat Mini-M v/f/d	QAR 10.08	QAR 10.08	QAR 10.08	QAR 10.08	QAR 10.08	QAR 10.08
Inmarsat GAN/Fleet/Swift Voice	QAR 25.84	QAR 25.84	QAR 25.84	QAR 25.84	QAR 25.84	QAR 25.84
Inmarsat Aero Voice	QAR 19.76	QAR 19.76	QAR 19.76	QAR 19.76	QAR 19.76	QAR 19.76
Iridium Voice	QAR 50.46	QAR 50.46	QAR 50.46	QAR 50.46	QAR 50.46	QAR 50.46
Globalstar Voice	QAR 36.70	QAR 36.70	QAR 36.70	QAR 36.70	QAR 36.70	QAR 36.70
Thuraya Voice	QAR 22.94	QAR 22.94	QAR 22.94	QAR 22.94	QAR 22.94	QAR 22.94
Other MSS Carriers	QAR 27.83	QAR 27.83	QAR 27.83	QAR 27.83	QAR 27.83	QAR 27.83
To Other MSS ISDN Services:						
Inmarsat B HSD	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40
Inmarsat GAN/Fleet/Swift ISDN	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40	QAR 73.40

Table 5: Inmarsat BGAN Entry/Mid/High Plans Charges

Notes:

1. *Billing increments: 20 kilobytes for IP data sessions, 5 seconds for streaming, 15 seconds for voice and ISDN calls. Inmarsat also applies billing increments all the intermediate CDR's on a combined basis for both background IP and streaming traffic.*
2. *Minimum durations: 100 kilobytes for IP data sessions, 30 seconds for voice, streaming and ISDN calls. Inmarsat applies a combined minimum volume to the data sessions for background IP. This applies to the first (partial) CDR.*
3. *Premium Packages are charged on a monthly basis and do not have rollover of unused money allowances to the next month. Flexible packages are charged up-front quarterly, semi-annual or annually and DO have rollover within that quarter, half year or year.*
4. *In bundle charges are applicable up to the maximum utilization of the monthly subscription charges amount (which are dependent on the Plan subscribed – Entry, Mid & High).*
5. *Out of bundle charges are applicable only once the utilization amount has exceeded the monthly subscription charges amount.*

3 Month SCAPS		Maximum Number of Sims/Level					
		20 Sims		50 Sims		100 Sims	
ENTRY LEVEL PLAN	Subscription Per Month	QAR 5,425.21		QAR 13,563.04		QAR 27,126.07	
	Subscription Per Quarter	QAR 16,275.64		QAR 40,689.14		QAR 81,378.25	
	Implied IP Allowance Per Month	189 MBs		472 MBs		944 MBs	
	Implied IP Allowance Per Quarter	567 MBs		1,417 MBs		2,833 MBs	
	Traffic Type:	In Bundle	Out of Bundle	In Bundle	Out of Bundle	In Bundle	Out of Bundle
	Standard IP	QAR 28.74	QAR 31.60	QAR 28.74	QAR 31.60	QAR 28.74	QAR 31.60
	Voice to Fixed	QAR 3.60	QAR 4.00	QAR 3.60	QAR 4.00	QAR 3.60	QAR 4.00
	Voice to Cellular	QAR 4.70	QAR 5.17	QAR 4.70	QAR 5.17	QAR 4.70	QAR 5.17
	Voicemail	QAR 2.86	QAR 3.19	QAR 2.86	QAR 3.19	QAR 2.86	QAR 3.19
	Voice Mobile to I4	QAR 2.72	QAR 3.01	QAR 2.72	QAR 3.01	QAR 2.72	QAR 3.01
	SMS Charges	QAR 1.84	QAR 1.98	QAR 1.84	QAR 1.98	QAR 1.84	QAR 1.98
	ISDN / 3.1 kHz Audio	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93
	32 kbps Streaming	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35
	64 kbps Streaming	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53
	128 kbps Streaming	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86
	176 kbps Streaming	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82
	256 kbps Streaming	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58
	384 kbps Streaming	QAR 97.33	QAR 97.33	QAR 97.33	QAR 97.33	QAR 97.33	QAR 97.33
	Subscription Per Month	QAR 22,339.14		QAR 55,847.82		QAR 111,695.64	
	Subscription Per Quarter	QAR 67,017.39		QAR 167,543.46		QAR 335,086.96	
Implied IP Allowance Per Month	889 MBs		2,222 MBs		4,444 MBs		
Implied IP Allowance Per Quarter	2,667 MBs		6,667 MBs		13,333 MBs		
Traffic Type:	In Bundle	Out of Bundle	In Bundle	Out of Bundle	In Bundle	Out of Bundle	
Standard IP	QAR 25.14	QAR 27.67	QAR 25.14	QAR 27.67	QAR 25.14	QAR 27.67	
Voice to Fixed	QAR 3.12	QAR 3.41	QAR 3.12	QAR 3.41	QAR 3.12	QAR 3.41	
Voice to Cellular	QAR 4.07	QAR 4.48	QAR 4.07	QAR 4.48	QAR 4.07	QAR 4.48	
Voicemail	QAR 2.57	QAR 2.79	QAR 2.57	QAR 2.79	QAR 2.57	QAR 2.79	
Voice Mobile to I4	QAR 2.39	QAR 2.61	QAR 2.39	QAR 2.61	QAR 2.39	QAR 2.61	
SMS Charges	QAR 1.58	QAR 1.76	QAR 1.58	QAR 1.76	QAR 1.58	QAR 1.76	
ISDN / 3.1 kHz Audio	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	QAR 27.93	
32 kbps Streaming	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	QAR 14.35	
64 kbps Streaming	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	QAR 27.53	
128 kbps Streaming	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	QAR 47.86	
176 kbps Streaming	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	QAR 67.82	
256 kbps Streaming	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	QAR 82.58	
384 kbps Streaming	QAR 95.75	QAR 95.75	QAR 95.75	QAR 95.75	QAR 95.75	QAR 95.75	

Table 6: Inmarsat BGAN SCAPS Plans Charges

Charges Notes:

- i. Charges above exclude the satellite terminal required for the service.

5. Service Provider Obligations

- i. **Commencement of Service:** The service shall commence from the service activation date.
- ii. **QoS and availability:** Quality of service and availability may be impacted by various factors beyond Es'hailSat's control such as network changes, traffic volume, transmission limits, service outages, technical limitations, signal strength, subscriber device, terrain, structures, weather, etc. Subject to statutory and license obligations and requirements, Es'hailSat shall not be liable for any service limits that may arise due to these conditions.

6. Subscriber Obligations

- i. **Satellite terminal:**
 - a. The subscriber shall comply with any reasonable request made by Es'hailSat with regards to the configuration of the subscriber devices and/or the use of the service.
 - b. The Subscriber shall be responsible for the necessary activities for satellite terminal setup and installation and further be responsible for the safety of persons with access to area of deployment.
- ii. **Assignment:** The subscriber undertakes to use the service for their own business use, and shall not transfer or assign the service to a third party without obtaining Es'hailSat's prior written consent.
- iii. **Unlicensed Services:** The subscriber shall not use the service to provide any form of telecommunications services that require a license from CRA. Failure to comply with this provision may result in immediate cessation of service without notice.
- iv. **Agreement:** The Subscriber shall adhere to the conditions of General Terms and Conditions.