

## Satellite Services

## Service Schedule

Conditions (“GTC”) (either stand alone or contained in a Wholesale Services Agreement signed between the parties) and shall apply where, pursuant to a Customer Order, the Customer orders an internet connection incorporating transmission of data communications via satellite uplink and downlink facilities and satellite transponders (hereafter called the “**Satellite Service**”). The Satellite Service is provided via a satellite dish and can be deployed to most locations in the Republic of Ireland.

### 1. Customer Acknowledgements regarding Satellite Service

- 1.1. Customer acknowledges that in order to provide the Satellite Service, Viatel has contracted with communications and satellite operators for space segment capacity and internet access capacity. Customer further acknowledges that Viatel cannot provide uninterruptible continuous Satellite Service to Customer pursuant to this Agreement and as such the Satellite Service is provided without any service level guarantee or credits.
- 1.2. Customer acknowledges and agrees that from time to time Viatel may be required to temporarily suspend the Satellite Service to verify compliance with applicable licenses, authorizations, and compliance with the technical and operating parameters of the satellite. Under such circumstances Viatel will use all reasonable efforts to minimize disruption to the Satellite Service including making reasonable efforts that any such suspension take place out of normal business hours, and will provide the Customer with reasonable notice where practicable.
- 1.3. Customer acknowledges and agrees that Viatel have the right to move Customer’s service to a satellite other than the satellite provided, however, that Viatel shall give Customer ten (10) days advance notice of any planned move and provided that Viatel will not exercise this relocation without good cause, such cause to be determined in Viatel’s sole discretion, and that Viatel will take all reasonable efforts to avoid that the Customer be required to take any related adjustment actions to maintain Satellite Service. In any event, Viatel shall have the right by providing 24 hours notice to Customer to change the Satellite transponder frequency on any day, provided that such change in frequency would not require more than minimal Customer action.
- 1.4. Customer acknowledges that the Satellite Service is an “always open” connection to the internet while the Service Equipment is powered on and that it is Customer’s sole responsibility to install, configure and maintain suitable security measures to protect Customer’s computer and Service Equipment from unauthorized or malicious access from the internet
- 1.5. The Satellite Service is subject to high-latency which on average results in a 700ms to 800ms RTT (Round Trip Time). This is due to the long distances (up to the satellite in geo-stationary orbit) that the broadband signal has to travel. This high latency means that there is a limit in terms of using many real-time applications.
- 1.6. Satellite broadband is also affected by the weather. It requires line of sight between the dish and the satellite orbiting above earth, and anything that gets in the way of this, such as rain, can cause errors on the link.

### 2. Use of Service

- 2.1. The Customer acknowledges that Viatel exercises no control and accepts no responsibility for the information, services and content accessible on the internet. Viatel shall use commercially reasonable endeavours to monitor its Satellite Service. The Customer assumes total responsibility for the Customer’s use and its End Users’ use of the Satellite Service, software and equipment, whether or not provided by Viatel, and the internet. The Customer acknowledges and agrees that the internet contains materials that are sexually explicit or may be offensive and is accessible by persons who may attempt to breach the security of Viatel’s and/or the Customer’s Satellite Service. Viatel has no control over, and expressly disclaims any liability or responsibility for, such materials or actions. The Customer and its End-Users access the Satellite Service at their own risk. Viatel expressly disclaims any representation or warranty that the Satellite Service or the software or equipment provided by Viatel will be

error free, secure or uninterrupted. No advice or information given by Viatel shall create a warranty other than as expressly recorded in this Agreement.

- 2.1.1. Viatel reserves the right to terminate the Satellite Service if it determines, acting reasonably, that the Customer or any of its End-Users is actually engaged in activities that are illegal, fraudulent or which may be harmful to Viatel in any way.
- 2.1.2. The Customer and End-User (where applicable) acknowledges that it is responsible for implementing any desired security mechanisms as Satellite Service security is not provided by Viatel or the Satellite Service.

### 3. Customer Satellite Account

- 3.1. Customer will receive a username, password, satellite account reference, IP information and various other account details. Customer is solely responsible for use of the Satellite Service and for ensuring their information is kept confidential. Customer must notify Viatel immediately upon discovering any unauthorized use of their account.
- 3.2. Customer acknowledges that usernames, passwords and IP addresses may change or be changed from time to time, and specifically that fixed IP addresses are not guaranteed.

### 4. Installation

- 4.1. Customer acknowledges that as the Service Equipment is complex and that broadcast regulations for installing and aligning the antenna are stringent, the Service Equipment must only be installed by Viatel approved installer. Viatel will arrange for the installation and commissioning of the Service Equipment at the Site in advance of service provision.
- 4.2. The installation, use, inspection, maintenance, repair, and removal of the Service Equipment may result in service outage or potential damage to your computer. Customer is solely responsible for backing up all existing computer files and data. Viatel and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. Customer assumes responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation.
- 4.3. Customer acknowledges that this is a fixed-location service, and does not support wireless networks. Moving to another location will require the service to be re-provisioned by a Viatel approved installer at the new location. This may result in interruption of the Service, and will incur installation fees which Customer will be required to pay in advance of moving.
- 4.4. Viatel will make reasonable endeavours to provide the Satellite Service to all applicants. Viatel may in its sole discretion determine that it cannot satisfactorily service a particular site or Customer, and reserves the right to cancel the installation process and Viatel will notify you of its intent to cancel as soon as reasonably possible. It may take up to 90 or more days to determine if Viatel is able to provide service. Viatel shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Satellite Service
- 4.5. The installer will need to work internally and externally at the Site for which they will require access. Customer acknowledges responsibility with it or its End-User for securing, including any associated costs to the Site (excluding "Customer Site"), the following:
  - (i) Obtaining all necessary consents including planning permission if needed, landlord, occupier and other building consents for both access and installation and maintenance of the Service Equipment; and
  - (ii) Full, free and safe access to relevant Site at agreed times.
- 4.6. If for any reason an installation must be cancelled due to error, omission, oversight or for any other cause attributable to Customer the following arrangements apply. The installation may be cancelled 1 or more clear Business Days before the installation date without penalty, (e.g. installation scheduled anytime on November 30th can be cancelled anytime on November 28th.). If cancelled less than 1 clear Business Day from installation

an installation abort fee of €150 will be payable. The payment of the abort fee includes but is not limited to the situation where the installer must cancel the installation having arrived on Site where the Customer has provided inaccurate or incorrect information, or where the Customer has omitted to make known information relevant to the installation.

## 5. Traffic Limits and Speed

- 5.1. Service bandwidths vary, but are generally up to 20Mbps downstream and up to 6Mbps upstream.
- 5.2. Indicative traffic limits and speeds for the Satellite Service are as set out in the Customer Order, however the speed can vary depending on Internet traffic, extreme weather conditions, and other factors beyond the control of Viatel.
- 5.3. Viatel provides the Satellite Service on a "best endeavours" basis and does not guarantee upload or download speeds.

## 6. Fees and Charges

- 6.1. The Charges specified in the Customer Order for the Satellite Service do not include access and access-related charges, including, without limitation, inside wiring charges, construction charges, distance and termination charges, interconnection charges or other charges assessed by the local exchange carrier or competitive access provider, all of which shall be for the cost of the Customer. The Customer is solely responsible for coordination of all local access and charges and costs associated with such access.

## 7. Equipment

- 7.1. Customer shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the Satellite Service. Viatel makes no representation or warranties, either express or implied, regarding Customer Equipment.
- 7.2. A 12-month limited warranty is available from the equipment manufacturer for the equipment purchased from Viatel in connection with the Satellite Service and Viatel will comply with all reasonable requirements necessary to affect the pass-through of the warranty to Customer or the End-User. At its sole option within the initial term, Viatel shall replace defective equipment on behalf of the manufacturer, provided Customer follows all applicable procedures. This warranty does not cover defects resulting from, use contrary to specifications or instructions, misuse or abuse, or repair or modification by anyone other than the manufacturer, Viatel, or its contractors. Title and all associated risks associated with the equipment leased from Viatel shall pass to Customer when equipment purchase costs are paid in full.
- 7.3. Should the Customer cancel service at any stage Viatel may arrange collection of the Viatel Equipment and the Customer agrees to make the Viatel Equipment available for collection, if the Viatel Equipment cannot be collected, the Customer shall be liable to pay the full market cost to replace the Viatel Equipment, to a maximum cost of €400.

## 8. Outage Reporting

- 8.1. The Customer shall notify Viatel of any interruption in the Satellite Service, (an "Outage") (having made all reasonable enquiry to verify that the underlying Fault is the responsibility of Viatel under this Agreement), and provide Viatel with sufficient information and assistance (as required by Viatel) to enable Viatel to restore the Satellite Service.
- 8.2. As a minimum, the Customer shall provide the following information in its notice (the "Outage Notice") to Viatel:

- 8.2.1. the name, telephone number and e-mail address of the person reporting the Outage;
- 8.2.2. the Customer contact name, telephone number and e-mail address (if different from above);
- 8.2.3. the physical location of the Outage (if known);
- 8.2.4. details (i.e. reference number/address) of each Site(s) affected by the Outage; and

## 9. Target Operational Metrics

- 9.1. In respect of any Outages that are logged in accordance with the above the Target time to resolve the Outage for the Satellite Service is:
  - 9.1.1. 2 Business Days where a Site visit is not required
  - 9.1.2. 5 Business Days where a Site visit is required
- 9.2. An Outage shall begin when either (i) Viatel receives a raised Outage from the Customer or (ii) Viatel identifies an Outage and confirms with the Customer that there is an Outage

**THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT GENERAL TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM.**