



ONEWEB ACCEPTABLE USE POLICY

(1) **Fair Access Policy.** To ensure that all of OneWeb's partners, customers and End Customers have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb has implemented a Fair Access Policy, which is a part of the Acceptable Use Policy and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. OneWeb has the right to (A) measure and monitor the OneWeb Network for upload and download activity; (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Services or the OneWeb Network; and (C) use other traffic management, shaping and prioritization at its discretion. OneWeb may reduce data speeds at any time if any of the OneWeb Approved Equipment data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Equipment. If any End Customer or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Services or the OneWeb Network, OneWeb is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or End Customer can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or End Customer transfer rate will last until the end of the then-current data allowance period for the OneWeb Services. If the OneWeb Approved Equipment and/or End Customer again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb may further temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb's sub-distributors and each of OneWeb's (and its sub-distributor's) End Customers simultaneously using the OneWeb Network at any point in time. Excessive

use includes the use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media and excessively large file downloads or uploads. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End Customer as described above will reduce the speed at which such OneWeb Approved Equipment and/or End Customer can upload and download data, but will not altogether prevent the use of the OneWeb Services and the OneWeb Network by such OneWeb Approved Equipment and/or End Customer.

(2) **Content and Security.** End Customer acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network is done so at End Customer's sole risk and End Customer assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)-(3), End Customer shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network, the OneWeb Approved Equipment and OneWeb Services, including the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to

copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services, the OneWeb Approved Equipment or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of Law) for the transmission and duplication of any programming, content, or other materials that it transmits – directly or indirectly – over the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.

(3) **Prohibited Activities.** As determined by OneWeb (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, End Customer shall not undertake, or attempt to undertake any use of the OneWeb Network, the OneWeb Approved Equipment and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Network and/or this Service Contract; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including the following:

- (i) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited email (commercial or otherwise);
- (ii) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly

offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;

- (iii) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;
- (iv) unauthorized monitoring of data or traffic on any network system;
- (v) transmitting viruses and/or interfering or disrupting service to any other user, host or network;
- (vi) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting;
- (vii) relaying mail via another site's mail server without express permission of that site;
- (viii) impersonating any person or entity, including any OneWeb employee or representative;
- (ix) disclosing passwords or other means for accessing the OneWeb Services, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;
- (x) using the OneWeb Services, the OneWeb Approved Equipment or the OneWeb Network in any jurisdiction where they are not licensed or authorized;
- (xi) avoiding fees or charges for the OneWeb Services;
- (xii) using any VoIP service for forwarding US toll-free numbers internationally; and/or
- (xiii) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services, the OneWeb Approved Equipment and/or the OneWeb Network.