



## Iridium Fair Access Policy Iridium OpenPort® VSAT Companion Service

This Iridium Fair Access Policy (“Policy”) outlines acceptable use of the Iridium OpenPort® VSAT Companion Service (“Service”). This Policy is in addition to any restrictions or conditions contained in the Iridium OpenPort® Service Provider Agreement<sup>1</sup> (the “OP Agreement”).

All Iridium OpenPort VSAT Satellite customers (the “customer,” “you,” or “your”) and all others who use the Service must comply with this Policy. Your failure, or others’ failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts (as well as clawbacks for any incentives received, including, but not limited to airtime incentives and reduced monthly fees). Therefore, you should take steps to ensure that you are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Iridium so that it can close your Iridium OpenPort® VSAT account.

### **Iridium OpenPort VSAT Companion Plan - Expected Use & Pre-Requisites**

Iridium OpenPort VSAT Companion Plans are expected to be used as a secondary communications path for critical business connectivity to a maritime VSAT service.

The maritime primary VSAT service must be<sup>2</sup>:

- Provided by the same Service Provider
- Installed onto the same vessel as the Iridium Certus VSAT Companion Plan
- Active and operational
- Capable of both sending and receiving data via VSAT
- With an adequate VSAT coverage map for the vessel’s expected trading pattern

An Iridium OpenPort VSAT Companion Plan is expected to be used by a vessel when the primary VSAT link is unavailable due to:

- Blockage of the VSAT signal
- Weather related disruption
- Equipment failure

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<sup>1</sup> or related service provider agreement

<sup>2</sup>Iridium reserves the right to waive these pre-requisites in limited circumstances with prior consent

Service Providers are reminded that an Iridium OpenPort VSAT Companion Plan is not intended as a direct replacement for a primary VSAT service. Consequently, high volume network services should not be channeled through in the event of a VSAT outage. The Iridium OpenPort VSAT Companion Plan is intended to allow ship’s critical business services to continue unabated during a VSAT outage.

Ship’s critical business services are defined as:

- Ship’s Business Email
- Ship’s Business Internet browsing
- Navigational Updates
- Planned Maintenance System Updates
- Regulatory & Reporting Systems
- Industrial IoT

Upon activation of a new subscriber on an Iridium OpenPort VSAT Companion Plan, Service Provider must enter the following information into SPNet:

- IMO Number of the vessel (or MMSI if exempt)

Additionally, it is also expected that the Service Provider enters the following information<sup>3</sup>:

- VSAT Antenna Type and Serial Number
- VSAT Modem Type and Serial Number

### **Iridium Right to Audit**

Iridium will generate monthly usage reports on active VSAT Companion Plan subscriptions. If a subscriber regularly exceeds the expected usage over a quarterly period, Iridium may request that the Service Provider provide clarification on the excess data consumption with supporting documentation of the installed primary VSAT service.

If excessive data consumption continues, this may be considered a violation of this Policy.

### **Prohibited Uses and Activities**

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<sup>3</sup>In case this information is not entered, Iridium reserves the right to request this information in order to verify compliance with this Policy



In general, the Policy prohibits uses and activities involving the Service that interfere or diminish the fair use of the Iridium network by other subscribers, are illegal or infringe the rights of others.

For example, these prohibited uses and activities include, but are not limited to, using the Service to:

#### **Conduct Restrictions**

- Access unauthorized peer-to-peer file sharing, or similar services; or
- Undertake or accomplish any unlawful purpose. This includes, but is not limited to transmitting or disseminating information, data or material which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation.

#### **Technical Restrictions**

- Service, alter, modify, or tamper with the Iridium Equipment or Service or permit any other person to do the same who is not authorized by Iridium;

#### **Network and Usage Restrictions**

- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service, or
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Iridium network;

#### **Customer Conduct and Features of the Service**

##### **What obligations do I have under this Policy?**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure your equipment and that connect to the Service from external threats such as viruses. Iridium does not warrant or represent any security for any data or information being processed by the network or Iridium OpenPort compatible device (i.e. Iridium Pilot®).

##### **How does Iridium address inappropriate content and transmissions?**

Iridium reserves the right to refuse to transmit and to block, any information or materials, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to Iridium's network regardless of

whether this material or its dissemination is unlawful so long as it violates this Policy. Iridium has the right to monitor these transmissions from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the OP Agreement, and applicable law.

#### **Violation of this Fair Access Policy**

##### **What happens if you violate this Policy?**

Iridium reserves the right immediately to suspend or terminate your Service account and terminate the OP Agreement if you violate the terms of this Policy or the OP Agreement, or if anyone else you permit to access the Service violates this Policy. Iridium reserves the right to terminate service for any unit found in violation of this Fair Access Policy without recourse. In this instance, the user will receive no compensation for lost time or usage of the device.

##### **How does Iridium enforce this Policy?**

Iridium does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, Iridium will respond appropriately if it becomes aware of inappropriate use of the Service.

Iridium prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the Service is used in a way that Iridium, in its sole discretion, believes violates this Policy, Iridium may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any portion of the Service. Neither Iridium nor its agents will have any liability for any of these responsive actions. These actions are not Iridium's exclusive remedies and Iridium may take any other legal or technical actions it deems appropriate with or without notice.

Iridium reserves the right to investigate suspected violations of this Policy.

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