

## Schedule "C"

### Terms and Conditions to the EnerStar Communications Customer Agreement.

These Terms and Conditions are an integral part of the EnerStar Rentals & Services, Inc. ("**EnerStar**") Communications Customer Agreement for and describes the terms and conditions between EnerStar and the Customer and are a part of and incorporated by reference into the EnerStar's Communications Customer Agreement for our Communication Services inclusive of Starlink's satellite-based data service, Wi-Fi service, or other services. For purposes of these Terms and Conditions, EnerStar may be referred to herein as "**EnerStar**", "**Us**" or "**We**", and the Customer may be referred to herein as "**Customer**" or "**You**". In addition, EnerStar and Customer may be referred to herein individually as a "**Party**" or together as the "**Parties.**" The Parties hereby agree as follows:

#### **1. EnerStar 'LEO' Satellite Communication Service.**

1.1 **Services.** EnerStar will provide to You Starlink's two-way satellite-based data service, on-site Wi-Fi service and additional communication services and Equipment set forth in the Customer Agreement and as You and We agree upon from time-to-time (collectively, the "**Service**" or "**Services**"). The type and extent of the Services have been selected by You. EnerStar will provide You the service package selected by You and are set forth on the Customer Agreement to which these Terms and Conditions are incorporated into by reference (collectively "**Customer Agreement**"). The Customer Agreement sets forth the specifics of the service package purchased by You, as well as such other terms and conditions which are specific to You. You agree that your usage of the Service is subject to the Starlink Acceptable Use Policy, Privacy Policy, Starlink Specifications, Software License & Usage Terms, Intellectual Property and Supplemental CCPA and the other policies which are available at <https://www.starlink.com/legal> ("Starlink Website") as the same may be amended and changed from time-to-time ("**Starlink Policies**"), also form part of this Customer Agreement and are incorporated herein by reference. You also agree that this Customer Agreement is subject to your full compliance with the Starlink terms, conditions and obligations set forth in Exhibit A, below, attached hereto and incorporated herein by reference, and the Starlink Policies set forth on the Starlink Website.

1.2 **Fees for Services.** In consideration for EnerStar providing the Services to you according to the terms of this Customer Agreement, you agree to pay to EnerStar the fees for the Services as set forth on the Customer Agreement as the same may be changed from time-to-time. ("**Service Fees**"). Except as provided below, the Service Fees set forth in the Customer Agreement may be updated from time-to-time upon not less than 30 days advance written notice to You and will be applicable to the immediate subsequent billing period inception. Notwithstanding the foregoing, however, the selected Rates are guaranteed for the Minimum Service Term.

1.3 **Limitations.** Anticipated speed and latency are dependent on service plan chosen by You in the Customer Agreement. Although it is anticipated that download speeds and latency will meet those specifications, You acknowledge and agree that the stated speeds and uninterrupted use of the Services are not guaranteed by Starlink or EnerStar. In addition, actual speeds will likely be lower than the maximum speeds specified during times of high usage times. Various circumstances may affect the performance of LEO Network System and Services, including, but not limited to: (a) failure to follow Starlink instructions; (b) installation environment; (c) angle and/or field of view of the Starlink dish; (d) weather; (e) quality of your personal devices; (f) interference by other devices; (g) proximity of other LEO Network System; (h) quality, condition and positioning of the cables; (i) reliability of power from the grid or problems with Customer's electrical power; (j) improper tower grounding; (k) proximity or location of the Customer premise equipment; (l) any other active or parallel network connections (m) fire, flood, wind, lightning, earthquake, or other acts of nature or God; (n) spills of food or liquids on LEO Network System; (o) misuse, abuse, accident, vandalism, alteration, or neglect; (p) normal wear and tear or deterioration; and (q) those conditions and limitations set forth in the Starlink Policies. You further agree that the LEO Network System can and may be accessed by Starlink and EnerStar to perform support actions, request limited diagnostic information, monitor performance, and provide research for improvement purposes. Access to the LEO Network System for such purposes by Starlink shall be subject to relevant Starlink Policies set forth on the Starlink Website.

1.4 **Data Usage.** Data availability is subject to provisions of plan You selected. Data usage beyond thresholds outlined in your plan will be subject to network traffic management restrictions. Should data usage exceed limits provided for in your plan, EnerStar reserves the right to bill, and You agree to pay EnerStar, for excess data usage as per signed customer agreement. The data service is prepaid and automatically renews each month on the same calendar day of the original purchase. There is no allowance for rollover of unused data to a subsequent month.

## 2. **Term.**

2.1 **General.** The term of this Agreement commences on the Activation Date and continues for the duration of the Minimum Service Term. After the Minimum Service Term expires, this Agreement will automatically renew on a month-to-month basis until terminated in the manner set forth below, unless you agree to a new Minimum Service Term under another service plan offered by EnerStar (“**Term**”).

2.2 **Minimum Service Term.** The Customer Agreement requires you to commit to paying the selected Rate for the Minimum Service Term of one month., which starts on the Activation Date. If you terminate the Service prior to the expiration of the then-applicable Minimum Service Term, your prepaid monthly Service Fee will be non-refundable. There shall be no refund of the amount due by You or paid by You for the Minimum Service Term. Unless We agree with you to the contrary, after the expiration of the Minimum Service Term the Customer Agreement will automatically renew at the Selected Rate until adjusted to EnerStar’s currently published Service rates.

## 3. **Equipment and Installation.**

### 3.1 **General.**

3.1.1 **Licensed Equipment.** Unless expressly set forth in the Customer Agreement for your Service, Starlink’s Services require the use of Starlink Equipment (as defined below), and other equipment owned by EnerStar, such as, but not limited to, ancillary customary mounting and installation materials. Your rights to and use of such Licensed Equipment (as defined below) and other EnerStar equipment are described herein. “**Licensed Equipment**” means the equipment consisting of a Starlink dish, Wi-Fi router, power supply and mounts along with other controllers, hardware, access points, switches, local-area network devices, traffic monitoring (“**LEO Network System**”), along with Additional Equipment as referenced in Section 3.1.2, below, and rented separately to Customer. EnerStar shall provide the Licensed Equipment to You during the Term and such related costs are inclusive in your chosen service package, subject to the other terms and conditions set forth herein.

3.1.2 **Additional Equipment.** Depending upon the Service package selected by You, in addition to the LEO Network System and associated equipment, EnerStar may provide additional equipment including intercom systems, 2-way radios, IP phones, tank monitors or other requested equipment (“**Additional Equipment**”), as part of the Services and Licensed Equipment. Depending upon availability, you may also have the ability to rent Additional Equipment from EnerStar for the then current rental fees charged by EnerStar. Additional Equipment will be provided and billed on a separate ticket to your prescribed job and be billed at the prescribed daily rate as provided for in the Customer Agreement or as otherwise negotiated. The rental of Additional Equipment shall have no set term, but may be leased on a day-to-day basis. The Licensed Equipment and the Additional Equipment may sometimes be referred collectively herein as the “**Equipment**”.

3.2 **Replacement and Return.** Unless expressly set forth in the Customer Agreement for your Service, EnerStar has the right, in its sole discretion, to provide or replace the Equipment with new or reconditioned Equipment. EnerStar also has the right to remove, or require the return of, any or all Equipment (whether in working order or not) upon cancellation or disconnection of your Service for any reason. Provided that You are in compliance with all terms and conditions of this Agreement, while you receive Service under this Agreement, EnerStar shall, at no additional charge to You, replace Licensed Equipment that EnerStar, in its sole discretion, determines to be defective (“**Defective Equipment**”). Defective Equipment replacement under this Section 3.2 expressly excludes charges for service calls and for damage to, or destruction or misuse of, the Equipment by You or any third party, whether accidentally or otherwise. You shall notify Us promptly of any defect in, damage to, destruction of, or accident involving your Equipment by calling your designated EnerStar representative. All maintenance and repair of Equipment shall be performed by Us or our designee(s). EnerStar will charge You and You agree to pay for any repairs that are necessitated by any damage to, or destruction or misuse of, the Equipment and You shall be responsible for any associated shipping costs.

3.3 **Ownership by EnerStar.** Title to, and ownership of the Equipment shall at all times remain with EnerStar. Our ownership of the Equipment may be displayed by notice contained on it. We reserve the right to make filings with governmental authorities We determine necessary to evidence our ownership rights in the Equipment, and You agree to execute any and all documents as We determine necessary for Us to make such filings. You shall not pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, tamper with, or alter the Equipment (or any notice of our ownership thereon) at any time. We will perform any reinstallation, return, or change of the Equipment at our service rates in effect at the time of such service.

3.4 **Care and Return of the Equipment.** You agree to be solely responsible for preventing the loss, damage, or destruction of the Equipment. Unless expressly set forth in the Customer Agreement for your Service, if You cease to be an EnerStar Customer for any reason (whether voluntarily or involuntarily), You must call your designated EnerStar representative within 7 days after the termination of your Service to arrange for the return of all Equipment. You acknowledge

that you must return the Licensed Equipment to EnerStar in good working order, normal wear and tear excepted. ENERSTAR PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. ENERSTAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE EQUIPMENT PROVIDED TO YOU. If your Equipment is stolen or otherwise removed from the installed location without your authorization, You must notify EnerStar by telephone or in writing immediately, but in any event not more than 3 business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after We have received your notification.

### 3.5 **Installation.**

3.5.1 **Authority.** You hereby authorize EnerStar or its designated service provider (as defined in the Customer Agreement) to perform the installation of the Licensed Equipment at the installed location. It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, and restrictions, and lease obligations, landlord/owner approval/requirements related to the Service and the designated installation applicable to the Service (and the installation of the Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service and the installation of the Licensed Equipment (collectively, “**Legal Requirements**”). We shall not be required to execute any agreements with any third party in connection with the installation. You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You are also solely responsible for paying any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Services and the installation of the LEO Network System. Should use of the Services require any construction or alteration to property, EnerStar is not obliged to reimburse any expenses or restore property to the same physical state as prior to delivery of Services. If You approve a roof mount installation, You acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane). If you do not approve EnerStar’s suggested equipment installation location you understand that alternative locations may impact the data accessibility of your entire site.

3.5.2 **Access to Your Location and Network.** You acknowledge and agree that EnerStar or its designated service provider must have complete access to the LEO Network System wherever located and, in certain circumstances, your computer, network or other devices to install and maintain the Licensed Equipment, including the receiver (which may require roof access). You confirm that You have reviewed the installation plan and agreed to any associated charges. You are responsible for backing up the data on your computer or other devices and We highly recommend that You do so prior to permitting access to Us or one of our designated service providers. EXCEPT AS ARISES FROM THE GROSS NEGLIGENCE AND/OR WILFUL MISCONDUCT OF ENERSTAR OR ITS DESIGNATED SERVICE PROVIDERS, NEITHER ENERSTAR NOR ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR, OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE CUSTOMER LOCATION OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER, NETWORK OR OTHER DEVICES. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If We determine in our sole discretion that there are unacceptable hazards associated with the installation, We may discontinue the installation at any point and terminate this Agreement without liability.

3.5.3 **Software License for Equipment.** The Equipment does or may contain software and/or other intellectual property that are subject to license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement. See Starlink’s Software License & Usage Terms, which are available at <https://www.starlink.com/legal> and which are incorporated herein by reference.

## 4 **Users of the Service: Responsibility and Supervision.**

4.1 **Account Set-Up.** We may, in our discretion, provide one or more administrative portals or websites available to You in connection with your use of the Service and your usage of data (“**Account Access**”) or, as applicable to the Service selected, so You can administer end users’ access to the Service and review data usage reports. In connection with Account Access and discussions with Us regarding your account, We may furnish You with one or more user identifications or passwords. You are responsible for it and its authorized users’ confidentiality of such information. You are also responsible for verifying and maintaining the account, options, settings, and other parameters under which the Service are used.

4.2 **Multiple Use of Account.** Only devices physically located in the designated installation may receive the Service under a single account. Any use of the Service other than as specified in this Agreement is unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in

the immediate termination of the Service, without prejudice to any other rights and remedies available to Us under this Agreement.

4.3 **Customer Responsibility**. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service unless such equipment is provided by EnerStar pursuant to the terms of the service package chosen by You. You are responsible for all access to and use of the Service and Account Access through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred under this Agreement, including, without limitation access and use by your employees, agents, contractors, patrons or customers, and representatives. You are responsible for backing up (a) any data you submit, receive, or transfer over the Service, including, without limitation, your email, and (b) any data, files, programs, or applications on any device You connect to the Service. You acknowledge that You are aware that content accessible on or through the Service may contain material that is unsuitable for minors. You are responsible for supervision of usage of your account by minors. You hereby ratify and confirm and shall be responsible for any obligations incurred by a minor using your account.

## 5 **Fees and Payment**

5.1 **Fees, Taxes and Other Charges**. You will timely pay all fees due and owing to EnerStar, including, without limitation, the activation fee, monthly Service Fee as the same may change from time-to-time, fees for repair or replacement of damaged Equipment, and any additional fees set forth herein and in the Customer Agreement. You agree to pay all applicable federal, state or provincial and local taxes, including but not limited to value added taxes which We do not collect and remit on your behalf) and all other fees and surcharges related to your use of the Service, provision of Services, Equipment, software or hardware or the use of the Service, as applicable. The Selected Rate is as provided in "Schedule A" of the Customer Agreement and fees for the Equipment You initially contracted to receive are as specified in Schedules A and B, respectively, of the Customer Agreement. Additional Equipment will be billed to each site and You agree to timely remit payment of all such additional amounts owing to EnerStar with regards to Additional Equipment. You are also responsible for any additional government fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the provision, sale, or use of the Services or Starlink Kit.

5.1.1 **Commencement and Duration of Fees**. Unless otherwise set forth in the Customer Agreement, You will pay the monthly Service Fee each month in advance, for so long as You are a Customer, beginning with the Activation Date, and We may bill other one-time Service Fees in advance or arrears. In addition, We may bill You for some aspects of the Service individually after they have been provided to You; these include charges for additional data usage beyond your data allowance. Your account will continue until you cancel your account in accordance with the method or methods specified by Us (unless otherwise terminated in accordance with this Agreement). If You cancel your account in the manner set forth herein, however, You will not be entitled to a refund of any prepaid fees. The monthly fee (and any other monthly recurring fee, if any) shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with this Agreement. You acknowledge that EnerStar has the right, but not the obligation, to offset any amounts owed to You by EnerStar from any amounts you owe to EnerStar. Prices of the plan You select are guaranteed for the Minimum Service Term.

5.1.2 **Billing and Charges**. We will send your billing statements to the email address You provide to Us, and You agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to Us. You understand and agree that You will not receive a paper statement in the mail. Additional terms relating to pricing that are an integral part of this Agreement are contained in a Customer Agreement. Payment of the outstanding balance is due in full within 15 days of the date of invoice.

5.1.3 EnerStar reserves the right to correct and charge under-billed or unbilled amounts for a period of 180 days after (i) any incorrect statement was issued or (ii) a statement should have been issued.

5.1.4 **Administrative Fees**. If We do not receive your electronic payment by its due date or your payment is returned, We may charge you administrative late or nonpayment fees. Such charges could apply monthly until all delinquent amounts are paid in full. If your bank or other financial institution fails to honor the electronic funds transfer out of your bank account ("**EFT Payment**") or credit card or debit card payment ("**Card Payment**"), We may charge You a collection fee. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses We incur due to non-payment.

5.2 **Payment Authorization**. EnerStar will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Service, including any fees owed post termination of Service, and any other amounts payable under this Agreement unless applicable law requires Us to accept another method of payment or EnerStar has otherwise agreed in writing to accept another method of payment from You. You agree that EnerStar will bill your monthly fees and one-time charges in advance and will bill other fees in arrears such as fees for additional data usage

beyond your data allowance, and will automatically collect these fees through either a Card Payment or EFT Payment (unless applicable law requires another method of payment or as otherwise agreed to by EnerStar in writing). By signing this Agreement and receiving the Service, You authorize automatic Card Payments or EFT Payments by EnerStar. You agree that EnerStar will bill the charges described above to the payment method provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update Us with any changes to your account information, such as changes in your billing address, credit card number, credit card expiration date, bank account number, or contact email address. You may make changes to such information by contacting your designated EnerStar representative. If You fail to provide Us with any of the foregoing information, EnerStar will continue charging You for any Service provided under your account in the same manner it had previously charged. In addition to administrative fees that You may owe, if We are unable to process your Card Payment or EFT Payment at any time and We do not receive electronic payment from You by the due date, We may immediately suspend your account and You will remain responsible for all amounts payable by You to Us. If We do not receive your payment before We issue your next statement, We may terminate your account. In addition, if You are receiving Service at multiple LEO Network System locations billed by EnerStar, We may suspend or terminate any other account You have with Us due to late payment or non-payment for your Service at any LEO Network System separately billed location. Your card issuer agreement governs use of your credit or debit card in connection with the Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If We do not receive payment from your credit or debit card issuer or its agent, you agree to pay Us all amounts due upon demand by Us. EnerStar will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

5.3 **Disputes and Partial Payments.** If You think a charge is incorrect or You need more information on any charges applied to your account, You should promptly contact your designated EnerStar representative. You must contact Us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to You for each billing cycle showing payments, credits, purchases, and other charges. We will not pay You interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from You. If You make a partial payment, We will apply it to amounts owed by you starting with the oldest outstanding amount. If You send Us checks or money orders marked “payment in full” or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If We choose to use a collection agency or attorney to collect money that You owe Us, You agree to pay the reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorney’s fees, and court costs.

5.4 **Reactivation.** To reactivate suspended Service, You must bring your account current through the month of reactivation by making payment in full of any outstanding balance. In addition, We may require a reactivation fee and/or a deposit before reactivating your Service. The amount of the deposit will not exceed an amount equal to six times the monthly service fee. Any amounts You deposit will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, We will deduct the unpaid amount each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

5.5 **Credit Inquiries and Reporting.** You authorize Us to make inquiries and to receive information about your credit experience from others, including, without limitation, credit reporting agencies, to enter this information in your file, and to disclose this information concerning You to third parties for reasonable business purposes. You authorize EnerStar to report both positive and negative information about your payment history to any credit reporting agencies.

## **6 Modifications, Rights of Cancellation or Suspension.**

6.1 **Modification of this Agreement.** We may modify this Agreement, which includes the incorporated policies, prospectively (and not retroactively), including, without limitation, our pricing and billing terms (“**Amendments**”) by sending written notification of such Amendments to you. Each Amendment is effective upon Your receipt of notification of the Amendment, which may be transmitted by email. If you do not agree to an Amendment, then You must terminate this Agreement in accordance with Section 6.3 below and stop using the Service within 30 days after the effective date of such Amendment. Your continued use of the Service after this 30-day period constitutes your acceptance of such Amendment. You acknowledge and agree that termination of the Service by You shall be your sole and exclusive remedy for any Amendment.

6.2 **Modification of the Service.** Because of the nature of the ongoing provision of the Service, unless otherwise agreed upon by the Parties, We may discontinue, add to, or revise any or all aspects of the Service in our sole discretion with a written notification to You without notice, including, without limitation, access to support services, publications, and any other products or services ancillary to the Service. In particular, We reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication, or other content that

We or one of our vendors provide to You in connection with the Service. We reserve the sole right to manage and configure the Service signals, frequencies, and channels broadcast by the Equipment. If We undertake any of these changes, We will notify You by e-mail, posting a notice within the EnerStar Website, or other electronic notice. If You do not agree to the identified changes, then You must cancel your subscription and stop using the Service within 30 days of the effective date of the changes. Your use of the Service after 30 days from the effective date of the changes constitutes your acceptance of the changes.

**6.3 Termination by Customer.** Following the expiration of your Minimum Service Term You may terminate this Agreement upon giving EnerStar 30 days' advance written notice. Such termination shall be effective as of the last day of the billing period in which the 30-day advance notice period expires. You may terminate this Agreement in whole, but not in part, upon 15 days' prior written notice if EnerStar materially breaches any material term of this Agreement and such breach is not capable of being cured or, in the case of a breach capable of being cured, if EnerStar fails to cure such breach within the 30-day period after receiving written notice detailing the breach. EnerStar will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. In limited circumstances, EnerStar may permit You to temporarily suspend Service. Please allow 5 business days from the date of receipt for processing written requests to terminate or suspend your Service. EnerStar does not accept notices of termination or suspension via e-mail or chat. Notwithstanding a termination or suspension, You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or We have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, You will no longer have access to any of the web or email services provided to You as part of the Service, if any. In addition, if You have Equipment, upon termination You will be responsible for the return of the Equipment to EnerStar as set forth in this Agreement. For a fee, EnerStar will assist You with the return of the Equipment.

**6.4 Termination or Suspension by EnerStar.** We reserve the right in our sole discretion, either for convenience or with cause, to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part unless such Services are specifically contracted for beyond the end of the current billing period. Unless otherwise stated in your Customer Agreement, if We terminate this Agreement for convenience, We will provide you with 30 days' advance notice. Such termination shall be effective as of the last day of the billing period in which the 30-day advance notice period expires. Notwithstanding the termination of this Agreement or suspension of your Service, You will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension through the effective date of the termination or suspension. In these instances, You are responsible for the full monthly fees for any month (or portion of a month) in which You receive the Service and EnerStar will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. We may discontinue Account Access at any time if Starlink ceases to provide the Services to Us or if You breach the Agreement as we determine in our reasonable discretion.

**6.5 Restrictions on Use.** You agree to comply with Starlink's Acceptable Use Policy. You also acknowledge and agree that the Services provided by EnerStar are for your sole use and benefit and for the use and benefit of your employees, agents and representatives. As a specific term and condition of this Agreement, on behalf of yourself, agents and represents, You agree that:

6.5.1 You will not allow any third party to use the Services other than your representatives, subcontractors and or contractors, without the prior written consent of EnerStar;

6.5.2 You do not own the Equipment or any intellectual property contained in or used by the Equipment, and You do not have the right to license, assign or otherwise permit any third party to use the Equipment;

6.5.3 You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, intellectual property, or Service or permitting any other person who is not authorized by EnerStar to do the same;

6.5.4 You shall not use the Service for operation as a service provider, or to run programs, equipment, or servers from the LEO Network System that provides network content or any other similar services to anyone outside of your organization (unless used by representative, subcontractors or contractors) on your LEO Network System or for purposes other than those specified within this Agreement;

6.5.5 You will comply with all applicable laws, rules, and regulations in connection with the Service, your use of the Service, and this Agreement; and

6.5.6 EnerStar has the right, but not an obligation of any kind, to monitor your compliance with the terms of this Section. Notwithstanding the forgoing, You agree to monitor your own compliance and the compliance of your employees, agents and representatives with the terms of this Section.

6.6 **Security.** You agree to take reasonable measures to protect the security of any devices You connect to the data Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs, or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or another connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, EnerStar may immediately suspend the Service until such time as your computer or device is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees, and other charges under this Agreement during any period of suspension. Although EnerStar has no obligation to monitor the Service or its network, EnerStar and its authorized suppliers reserve the right to monitor bandwidth, usage, and transmissions, from time to time in order to operate the Service, identify violations of this Agreement, or protect the LEO Network System, the Service, and other users of the Service. In all cases, You are solely responsible for the security of any device You choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

## **7 Warranties and Limitation of Liability.**

7.1 **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES ARE AT THE SOLE RISK OF YOUR GUESTS, PATRONS, EMPLOYEES AND OTHER END USERS. ENERSTAR AND ENERSTAR'S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS, AND THIRD-PARTY CONTENT PROVIDERS (COLLECTIVELY, "ENERSTAR'S PARTNERS") DISCLAIM ANY AND ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, OR NON- INFRINGEMENT. BECAUSE ENERSTAR PROVIDES YOU WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, ENERSTAR AND ENERSTAR'S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. ENERSTAR AND ENERSTAR'S PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM YOUR USE OF THE SERVICE.

7.2 **LIMITATION OF LIABILITY.** IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY OR THE WARRANTIES SET FORTH IN SECTION 7.1 AND ELSEWHERE IN THIS AGREEMENT SHALL BE VOIDED, THEN IN SUCH EVENT ENERSTAR'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF ENERSTAR'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO ENERSTAR BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT, OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT, OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR ENERSTAR TO ENTER INTO THIS AGREEMENT AND THAT ENERSTAR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

7.3 **Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if EnerStar, EnerStar's Partners, or you were advised or aware of the possibility or likelihood of such damages or liability.

7.4 **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. The Service is not fail safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to a severe injury to persons, property, or the environment. You expressly assume, and shall indemnify, defend, and hold Us harmless from, all risks and liabilities associated with your use of the Service in situations requiring fail-safe performance. Without limiting the foregoing, We are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure, satellite failure, ground station failure, or any other cause beyond our reasonable control or other such circumstances provided in Section 1.3. However, because We value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request We may provide what We reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN ALL SUCH CASES.

7.5 **Indemnity.** You agree to indemnify, defend, and hold us and Enerstar Partners harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account (collectively, "**Losses**"), arising out of, related to, or incurred in connection with any claim brought by a guest, employee or end user or any claim brought by your employees or agents for compensation or damages arising out of this Agreement or the expiration or termination of this Agreement. In addition, you shall indemnify, defend, and hold us and Enerstar Partners against all Losses arising out of, related to or are incurred in connection with third party claims resulting from (i) any breach of your representations, warranties, covenants, agreements and other obligations under this Agreement, (ii) any act or omission committed or alleged to have been committed by you or any employee, agent, subcontractor, or other representative of yours, or (iii) any contract, debt or obligation made by you. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation of this Agreement by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication, or other content, and all costs incurred by us in enforcing this Agreement against You.

7.6 **Third-Party Beneficiaries.** The provisions of this Section 7 are for the benefit of Us and EnerStar's Partners, and each shall have the right to assert and enforce such provisions directly on its own behalf against You. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties and no other party shall be deemed a third- party beneficiary under this Agreement.

## **8 General.**

8.1 **Confidential Information.** Each Party may receive confidential information about the other Party and its business, including the terms and conditions of this Agreement, the Service, Equipment, sales methods, strategies and plans, persons and entities using the Service You are acquiring the right to utilize, information, costs and other non-public information ("**Confidential Information**"). Each Party agrees not to directly or indirectly disclose, divulge, reveal, report, publish, transfer or use any Confidential Information except to the extent necessary to carry out its obligations under this Agreement. Each Party shall maintain all Confidential Information in accordance with all applicable laws and shall be responsible for the security of such information in its possession. Each Party agrees that all of the other Party's Confidential Information will be and remain the property of such Party.

8.2 **Law, Jurisdiction and Venue.** This Agreement and all matters and issues collateral thereto shall be construed according to the laws of the State of Colorado. The Parties agree that the District Court of the County of Jefferson, Colorado, shall have exclusive jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement or a breach thereof, except as otherwise unanimously agreed upon by the Parties. If any Party shall commence any action or proceeding against another Party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.

8.3 **Delinquent Payment Fee.** Any fee, reimbursement or other payment due and owing from Customer which is not paid within 30 calendar days from the date when it is due shall accrue interest at the rate of two (2) percent per month or the highest rate permitted by applicable law, until all delinquent payments and accrued interest are paid in full. Payments, when made, shall be applied first to accrued interest to date of payment computed upon the outstanding unpaid balances and the remainder applied to the delinquent payment(s).

8.4 **Export Laws.** Without limiting your obligations under this Section 8.5, You acknowledge that the hardware, software, technical data or technology, and/or Services (for purposes of this Section 8.5 only, collectively, the "**Products**") supplied by EnerStar, directly or indirectly, under this Agreement are subject to U.S. export laws and regulations and the laws of non-U.S. governments that may apply to the import, export, use, transfer, or distribution of the Products. The applicable U.S. regulations are determined by the export control level of the Products and may include, without limitation, the Export Administration Regulations, Foreign Assets Control Regulations, and the International Traffic in Arms Regulations. You shall comply with these laws. EnerStar shall have no obligation to deliver any Products in violation of U.S. export laws. You will not, without prior U.S. governmental authority authorization, export, re-export, or transfer (for purposes of this Section 8.4, any Products, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction, or to any resident or citizen of these countries (a current list includes Cuba, Iran, North Korea, Sudan, and Syria), or to any person or entity listed on any U.S. government restricted party list. In addition, no Products may be exported, re-exported, or transferred to any person or entity engaged in prohibited activities, or for any end-use, directly or indirectly related to the design, development, production, or use of weapons of mass destruction including nuclear, chemical, or biological weapons, and/or the



missile technology to deliver them.

8.5 **Notices, Disclosures and Other Communications.** Where notification by EnerStar is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail or publication over the Service or the EnerStar website. A printed version of this Agreement and of any notice given in electronic form by EnerStar shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

8.6 **Construction and Delegation.** Unless otherwise specifically set forth in this Agreement, in the event of a conflict between the Starlink Acceptable Use Policy, Privacy Policy, Starlink Specifications, Software License & Usage Terms, Intellectual Property, Supplemental CCPA and any other Starlink policy set forth on the Starlink Website (as the same may be amended or modified from time-to-time) (“Starlink Policies”) and the terms of this Agreement, the Starlink Policies shall supersede the conflicting provision in this Agreement, but only to the extent necessary to eliminate the conflict. If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal, or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal, or unenforceable term. Neither the course of conduct between the Parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and We may collect payment on their behalf, if applicable.

8.7 **Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall We be required to explain, comment on, suffer liability for, or forfeit any right or discretion based on, the enforcement, non-enforcement, or consistency of enforcement of these terms. Captions used in this Agreement are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement that by their nature should continue shall survive any termination of this Agreement. The Parties are independent contractors and nothing in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party shall have the authority to act or create any binding obligation on behalf of the other Party.

8.8 **Assignment of Account.** This Agreement is not assignable by You without EnerStar’s prior written consent which consent shall not be unreasonably withheld or delayed. Unauthorized assignment of this Agreement shall be void *ab initio*, but shall provide EnerStar with the right to terminate this Agreement pursuant to Section 6.4. This Agreement shall be binding upon and shall inure to the benefits of the Parties’ successors and authorized assigns. You may not assign or transfer your Service without our written consent. We may sell, assign, pledge, or transfer this Agreement, your account, your Service, or an interest in your account to a third party with notice to You. In the absence of a notice of such sale or transfer, You must continue to make all required payments to Us in accordance with your billing statement.

8.9 **Entire Agreement.** This Agreement (including all documents and writings identified in this Agreement as being part of this Agreement) constitutes the entire and only agreement with respect to its subject matter between You and EnerStar, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter. Either Party may, in writing, waive any provision of this Agreement intended for its benefit, provided, however, such waiver shall in no way excuse the other Party from performance of any of its other obligations under this Agreement unless expressly provided in such written waiver. Failure of any Party to exercise the right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuation of any existing breach.

8.10 **Counterparts and Electronic Signatures.** For the convenience of the Parties, any number of counterparts of this Agreement may be executed by any one or more Parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures until such time, if ever, as original counterparts are exchanged by the Parties.

***These Terms and Conditions to the EnerStar Communications Customer Agreement are incorporated in full into the EnerStar Communications Customer Agreement and are binding upon and enforceable against the Parties to such Agreement.***

## EXHIBIT A

### **1. LIMITED WARRANTY, DISCLAIMERS, REMEDIES AND LIABILITIES.**

- 1.1. **Limited Warranty.** The Starlink Kit and Services are novel, under development, and subject to change. Starlink will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals set forth in the [Starlink Specifications](#). Starlink performance goals will be amended by Starlink from time-to-time based on experience and innovation. Starlink is providing this Limited Warranty solely to the Customer. All attempts to exercise the rights granted in this Section must be completed by Customer and not by the persons and entities using the Service You are acquiring the right to utilize (“End Users”).
- 1.2. **Exclusions and Force Majeure** Starlink is not responsible for damage to the Starlink Kit after delivery, or for Service malfunctions resulting from: (a) manual re-pointing of the antenna; (b) repair, modification, or disassembly of Starlink Kit by anyone other than Starlink or its authorized agent; (c) failure to follow instructions, including by obstructing the Starlink Kit’s field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of food or liquids on Starlink Kit; (f) planned or emergency maintenance on the network; (g) problems with your electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices or software not provided or approved by Starlink; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; or (l) events not reasonably within Starlink’s control.
- 1.3. **Limited Remedies.** If the Starlink Kit fails to meet the limited warranty standard set forth in Section 1.1 (Limited Warranty) of this Exhibit A and EnerStar receives a valid, detailed, written warranty claim from You within 12 months from the date of the activation of the Starlink Kit, then EnerStar will cure the discrepancy within 30 days of receiving your claim, including, at EnerStar’s choice, by replacing or repairing the Starlink Kit with a new, different or refurbished device or part. This device will be covered by the limited warranty for the greater of 3 months or the remainder of the original warranty period. The remedies set forth in this Section 1.3 (Limited Remedies) of this Exhibit A are your sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by Starlink.
- 1.4. **DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 1.1 (LIMITED WARRANTY) of this Exhibit A, STARLINK PROVIDES THE STARLINK KIT AND SERVICES “AS IS,” WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. STARLINK DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 1.5. **LIMITATIONS OF LIABILITY.** STARLINK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. STARLINK’S LIABILITY UNDER THIS AGREEMENT FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE LESSER AMOUNT OF EITHER (A) THE TOTAL AMOUNT PAID BY YOU TO STARLINK UNDER THIS AGREEMENT OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY OR (B) 1 MILLION U.S. DOLLARS. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER STARLINK WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.
- 1.6. **ASSUMPTION OF RISK.** YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

### **2. COMPLIANCE.**

- 2.1. **General.** The Parties must comply with all laws and regulations applicable or related to the performance of obligations under this Agreement. You will comply with and will be responsible for ensuring that You and the End Users comply with all applicable laws and regulations, including but not limited to those related to telecommunications, privacy, copyright, website blocking, internet use by minors, data protection, rules on lawful intercept and government access to data related to the Services provided under this Agreement.

- 2.2. **Privacy.** The Parties agree that Starlink is the “data controller” (business primarily responsible for any personal information collected and processed as defined by any applicable global privacy law or regulation (e.g., GDPR)) for Customer and your employees, representatives or agents. The Parties also agree that Customer is the “data controller” for any personal information of any End-Users You grant access to the Services. Starlink’s privacy and data protection practices are in its [Starlink Services Privacy Policy](#), as amended from time-to-time. Any personal information for which You are the data controller must be governed by your privacy policy which must comply with applicable laws and be clearly posted for any third-party end users that You allow to use the Services.

- 2.3. **Acceptable Use Policy.** Customer agrees not to use, or permit others to use including End-Users, the Services in ways that (a) violate any law or applicable regulation, (b) violate this Agreement, including [Acceptable Use Policy](#), or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, (d) interfere with the users, Services, or Starlink Kit of the Starlink network or other networks, or (e) are outside the Permitted Use described in Section 1.1 of this Agreement. You and your End-Users are responsible for complying with the terms for any third-party services that You subscribe to using Starlink Services. You agree to flow down to the End- User and enforce the terms of the [Acceptable Use Policy](#). In the event of any violation of this Section, Starlink reserves the right to terminate or suspend Services to You or the End-User.
- 2.4. **NDAs.** Each Party will comply with any written confidentiality or non-disclosure agreement signed by the Parties, if applicable.
- 2.5. **International Trade Laws and Modifications to Starlink Products.**
- 2.5.1. You must comply with all applicable International Trade Controls in the context of this Agreement, including applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations. You acknowledge that You are only authorized to access Services at the location identified on your order, and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Controls.
- 2.5.2. Starlink Services and Kits are a commercial communication product. Starlink is not designed or intended for offensive or defensive military end-uses. Custom modifications of the Starlink Kits or Services for military end-uses may transform the items into products controlled under U.S. export control laws, specifically the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130) or the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774) requiring authorizations from the United States government for the export, support or use outside the United States. Starlink aftersales support to Customers and its End-Users will be limited to its standard commercial service support only. At its sole discretion, Starlink may refuse to provide technical support to modified Starlink products.
- 2.6. **Security Measures.** You acknowledge and agree that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).