

SERVICE ACCESS CONTRACT

FOR THE HIRE OF THE
TERRASTAR LAND DATA SIGNAL
BETWEEN
TERRASTAR AND CUSTOMER AND CUSTOMER'S SUPPLIER

THE PARTIES HEREBY AGREE AS FOLLOWS:

- (i) This CONTRACT is between TERRASTAR and the CUSTOMER and the CUSTOMER'S SUPPLIER and shall commence on the COMMENCEMENT DATE and shall subsist up to and including the TERMINATION DATE; and
- (ii) The terms defined within this CONTRACT shall have the meaning ascribed to them under Clause 1 of this CONTRACT; and
- (iii) In accessing the TERRASTAR website or the SUPPLIER'S website, it is assumed that there is an intention by CUSTOMER to purchase or hire TERRASTAR COMPATIBLE PRODUCT(S) and that there is an intention to place an ORDER with TERRASTAR to access the TERRASTAR LAND DATA SIGNAL for positioning purposes; and
- (iv) The ORDER can be placed by CUSTOMER directly or by CUSTOMER'S SUPPLIER (acting on behalf of CUSTOMER) with TERRASTAR; and
- (v) CUSTOMER understands that where CUSTOMER places the ORDER directly via the TERRASTAR website it must choose an option to confirm that it has read, fully understood and given its unqualified acceptance to this CONTRACT; and
- (vi) CUSTOMER understands that access to the TERRASTAR LAND DATA SIGNAL is also dependent upon TERRASTAR'S explicit acceptance of CUSTOMER'S ORDER; and
- (vii) Where SUPPLIER (acting on behalf of CUSTOMER) places the ORDER directly with TERRASTAR, SUPPLIER understands that it must draw CUSTOMER'S attention to the terms and conditions of this CONTRACT; and
- (viii) Ownership or possession of a TERRASTAR COMPATIBLE PRODUCT does not guarantee any rights of access to the TERRASTAR LAND DATA SIGNAL. Prior to SUPPLIER accepting CUSTOMER'S offer to purchase or hire the TERRASTAR COMPATIBLE PRODUCT and prior to SUPPLIER placing an ORDER (acting on behalf of CUSTOMER) with TERRASTAR, SUPPLIER understands that it must ensure that the CUSTOMER accepts the terms and conditions of this CONTRACT; and
- (ix) In completing an ORDER whilst acting on behalf of CUSTOMER, SUPPLIER understands and agrees that it is deemed to be confirming that it has received CUSTOMER'S acceptance to the terms and conditions of this CONTRACT; and
- (x) CUSTOMER and SUPPLIER understand and accept that TERRASTAR shall not be liable in any way whatsoever for any losses incurred by either SUPPLIER or CUSTOMER relating to failure by the CUSTOMER to accept the terms and conditions of CONTRACT for the supply of TERRASTAR LAND DATA SIGNAL; and
- (xi) CUSTOMER and SUPPLIER understand and accept that TERRASTAR shall not be liable in any way whatsoever for any losses incurred by either SUPPLIER or CUSTOMER for refusal by TERRASTAR to accept CUSTOMER'S ORDER, whether placed by CUSTOMER directly with TERRASTAR or whether placed by SUPPLIER (acting on behalf of CUSTOMER).

1. DEFINITIONS

AFFILIATE(S) shall mean in relation to TERRASTAR or CUSTOMER, any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meaning assigned to it under Section 1159 of the United Kingdom's Companies Act 2006. For the avoidance of doubt, nothing in Section 1159 of the Companies Act 2006, shall be construed as excluding from the definition of Affiliates a company which share or rights in another company are held on its behalf or by way of security, by another person.

COMMENCEMENT DATE shall mean that date stipulated in the CONFIRMATION RECEIPT on which the provision of the TERRASTAR LAND DATA SIGNAL will commence.

CONFIRMATION RECEIPT shall mean the electronic confirmation of acceptance of the ORDER by TERRASTAR stipulating the ENABLEMENT and DISABLEMENT details inter alia.

CONTRACT shall mean this contract between TERRASTAR and the CUSTOMER and the CUSTOMER'S SUPPLIER for the provision of the TERRASTAR LAND DATA SIGNAL which CONTRACT shall be validly formed on the issue of the CONFIRMATION RECEIPT.

CUSTOMER shall mean:-

- 1) an individual or organisation which has completed the ORDER directly with TERRASTAR; or
- 2) an individual or organisation which has completed the ORDER through its SUPPLIER.

CUSTOMER GROUP shall mean CUSTOMER, its sub-contractors of any tier, its and their respective AFFILIATES, its and their respective directors, officers and employees (including agency personnel) and invitees, but shall not include any member of the TERRASTAR GROUP.

DISABLE/DISABLEMENT shall mean the disablement of the TERRASTAR LAND DATA SIGNAL in accordance with the TERRASTAR LAND DATA SIGNAL ACCESS INSTRUCTIONS.

ENABLE/ENABLEMENT shall mean the enablement of the TERRASTAR LAND DATA SIGNAL in accordance with the TERRASTAR LAND DATA SIGNAL ACCESS INSTRUCTIONS.

ORDER shall mean:

- 1) the electronic order, directly accessed by CUSTOMER via the TERRASTAR website, which electronic order shall be fully completed by the CUSTOMER for the purposes of requisitioning the TERRASTAR LAND DATA SIGNAL, and shall be submitted electronically to TERRASTAR together with CUSTOMER'S PAYMENT where same is being paid in advance, in accordance with the terms and conditions of this CONTRACT; or
- 2) the electronic order submitted to TERRASTAR on behalf of CUSTOMER via an authorised SUPPLIER together with CUSTOMER'S PAYMENT where same is being paid in advance, in accordance with the terms and conditions of this CONTRACT, for the purposes of requisitioning the TERRASTAR LAND DATA SIGNAL.

The ORDER shall be subject to acceptance by TERRASTAR in accordance with the terms and conditions of this CONTRACT. If TERRASTAR accept the ORDER, TERRASTAR will issue a CONFIRMATION RECEIPT in conclusion of the CONTRACT. TERRASTAR shall have no liability to either CUSTOMER or SUPPLIER whatsoever for its non-acceptance of any ORDER received for whatever reason.

PARTIES shall mean TERRASTAR and the CUSTOMER and the CUSTOMER'S SUPPLIER.

PAY AS YOU GO OPTION shall mean an option to be selected by which CUSTOMER purchases a number of hours of usage of the TERRASTAR LAND DATA SIGNAL, which process is effected by the download of hours to the TERRASTAR COMPATIBLE PRODUCT with subsequent countdown of such hours as used.

PAYMENT shall mean payment made to TERRASTAR in the chosen currency for the hire of the TERRASTAR LAND DATA SIGNAL for use with the TERRASTAR COMPATIBLE PRODUCT. Such payment can be made either directly to the TeCS where the CUSTOMER completes the ORDER or via the SUPPLIER to the TeCS or in some instances, to the SUPPLIER'S website, where the SUPPLIER completes the ORDER.

PRODUCT AUTHORISATION CODE shall mean the code provided by the SUPPLIER with the TERRASTAR COMPATIBLE PRODUCT. The code shall be entered onto the ORDER by the CUSTOMER directly or by the SUPPLIER completing the ORDER (acting on behalf of the CUSTOMER) and shall be utilised by TERRASTAR in the ENABLEMENT process.

RESELLER AGREEMENT means the overarching contractual documentation in place authorising the different categories of SUPPLIER as defined within this CONTRACT, to act as representative for the promotion and sale of the TERRASTAR LAND DATA SIGNAL.

SUPPLIER(S) shall mean the supplier and/or the manufacturer and/or the TERRASTAR approved reseller and/or the TERRASTAR approved reseller's sub-contractor which has supplied the TERRASTAR COMPATIBLE PRODUCT to the CUSTOMER.

TeCS shall mean the TERRASTAR e-commerce system which the CUSTOMER or the SUPPLIER are able to access to place an ORDER for the hire of the TERRASTAR LAND DATA SIGNAL. FOR THE AVOIDANCE OF DOUBT, in some instances, SUPPLIER is able to place such ORDER for the hire of the TERRASTAR LAND DATA SIGNAL via its own website.

TERMINATION DATE shall mean that date stipulated in the CONFIRMATION RECEIPT on which the provision of the TERRASTAR LAND DATA SIGNAL will cease or when the purchased period of operation is exhausted where the CUSTOMER has selected a PAY AS YOU GO OPTION.

TERRASTAR shall mean TerraStar GNSS Limited, a company incorporated under the laws of Scotland (Registration Number SC440089), with its registered office and principal place of business at Veripos House, 1B Farburn Terrace, Dyce, Aberdeen, AB21 7DT, Scotland, United Kingdom.

TERRASTAR COMPATIBLE PRODUCT shall mean those products which have TERRASTAR enabling technology incorporated to allow such products to receive and use the TERRASTAR LAND DATA SIGNAL in order to derive precise geographic positional information and which products are sold to CUSTOMER or hired by CUSTOMER from SUPPLIER in a contract exclusively between CUSTOMER and SUPPLIER.

TERRASTAR GROUP shall mean TERRASTAR, its sub-contractors of any tier, its and their respective AFFILIATES, its and their respective directors, officers and employees (including agency personnel) and invitees, but shall not include any member of the CUSTOMER GROUP.

TERRASTAR LAND DATA SIGNAL shall mean the L-band radio signals broadcast via satellite or by other means as may be offered or introduced by TERRASTAR (and/or its AFFILIATES), containing augmentation data collected from a network of GNSS reference stations, which has been processed for transmission in TERRASTAR proprietary encoded format, and which is broadcast for the use in land based applications only.

TERRASTAR LAND DATA SIGNAL ACCESS INSTRUCTIONS shall mean the instructions for accessing the TERRASTAR LAND DATA SIGNAL to which the CUSTOMER must adhere.

WORK shall mean any work or operations undertaken by the CUSTOMER in connection with which the TERRASTAR LAND DATA SIGNAL is to be accessed and utilised.

2. CONTRACT FORMATION AND DURATION

- 2.1 Subject always to any minimum period of commitment as alluded to within Clause 3 and TERRASTAR'S acceptance of CUSTOMER'S ORDER in accordance with this CONTRACT, the TERRASTAR LAND DATA SIGNAL shall commence on the COMMENCEMENT DATE and shall terminate on the TERMINATION DATE as stipulated in the CONFIRMATION RECEIPT, unless any of the provisions in Clauses 4.6 and/or 4.7 are applicable.

3. ORDER

- 3.1 The CUSTOMER or SUPPLIER (acting on behalf of CUSTOMER), shall complete an ORDER stipulating the requirement for the provision of the TERRASTAR LAND DATA SIGNAL and shall advise the PRODUCT AUTHORISATION CODE within same. The CUSTOMER or SUPPLIER (acting on behalf of CUSTOMER), shall submit the ORDER to TERRASTAR electronically.
- 3.2 Where any ORDER has not been fully and/or correctly completed by the CUSTOMER or SUPPLIER (acting on behalf of CUSTOMER) in accordance with any instructions issued to the CUSTOMER or SUPPLIER by TERRASTAR, TERRASTAR reserves the right to request the CUSTOMER or SUPPLIER (acting on behalf of the CUSTOMER), to re-submit the ORDER. Where any re-submitted ORDER has not been fully and/or correctly completed by the CUSTOMER or SUPPLIER (acting on behalf of the CUSTOMER), TERRASTAR reserves the right to reject the ORDER.
- 3.3 Where TERRASTAR, in its sole discretion, is satisfied with the terms of the ORDER and wishes to accept same, TERRASTAR shall issue a CONFIRMATION RECEIPT to the CUSTOMER or to the SUPPLIER (acting on behalf of the CUSTOMER), confirming its acceptance and willingness to provide the TERRASTAR LAND DATA SIGNAL to the CUSTOMER.

- 3.4 A CONFIRMATION RECEIPT shall not be issued where the duration of the ORDER is less than any minimum period of commitment as stipulated by TERRASTAR from time to time.
- 3.5 In the event that TERRASTAR is unable or unwilling to provide the TERRASTAR LAND DATA SIGNAL for all or part of the duration requested by the CUSTOMER or requested by the SUPPLIER (acting on behalf of CUSTOMER) in the ORDER, any minimum period of commitment shall be adjusted accordingly and the CUSTOMER or SUPPLIER (acting on behalf of CUSTOMER) shall be notified of such adjustment.
- 3.6 Subject always to the provisions of Clauses 4.6 and/or 4.7, the supply of the TERRASTAR LAND DATA SIGNAL shall be continuous between the COMMENCEMENT DATE and TERMINATION DATE.

4. OBLIGATIONS OF CUSTOMER

- 4.1 TERRASTAR shall be responsible for obtaining and maintaining all permits and licences necessary for transmission of the TERRASTAR LAND DATA SIGNAL. CUSTOMER shall be responsible for obtaining all other permits and licences required for the WORK.
- 4.2 CUSTOMER acknowledges that provision of the TERRASTAR LAND DATA SIGNAL is subject to applicable law including that of the United Kingdom (UK) and of the United States of America (USA) and as such may be restricted or prohibited with respect to the end user or the country or nature of end use. TERRASTAR shall not activate any TERRASTAR LAND DATA SIGNAL to any embargoed countries as deemed to be so by TERRASTAR from time to time. CUSTOMER or CUSTOMER'S SUPPLIER shall, when completing the ORDER, provide TERRASTAR with full details of the end user together with the country and nature of end use together with other operational details and information as requested in the ORDER, prior to commencement of any WORK involving use of the TERRASTAR LAND DATA SIGNAL. CUSTOMER agrees to notify TERRASTAR immediately where the country of end use changes from that as notified to TERRASTAR in the ORDER. In such an event, and where the change of end use is to an embargoed country, TERRASTAR reserves the right to discontinue, cancel, refuse or terminate the TERRASTAR LAND DATA SIGNAL forthwith and without prior notification, if TERRASTAR reasonably determines at its sole discretion, that the CUSTOMER is in breach of this Clause 4.2.
- 4.3 The CUSTOMER warrants that it will not use or permit any third party to use the TERRASTAR LAND DATA SIGNAL in connection with the design, production, operation or storage of chemical, biological or nuclear weapons or missiles of any kind. Should any claim or action for damages be brought against TERRASTAR GROUP as a result of the CUSTOMER utilising the TERRASTAR LAND DATA SIGNAL for such restricted use under the terms of this Clause 4.3, or as a result of CUSTOMER permitting any third party to utilise the TERRASTAR LAND DATA SIGNAL for such restricted use under the terms of this Clause 4.3, then CUSTOMER GROUP shall save, defend, indemnify and hold harmless TERRASTAR GROUP on demand, for any and all costs, claims, demands, proceedings, loss, actions, damages, expenses and liabilities which TERRASTAR GROUP may suffer, as a result of the CUSTOMER'S act or omission to act in this respect.
- 4.4 CUSTOMER shall not assign the CONTRACT without TERRASTAR'S prior written approval nor permit the TERRASTAR LAND DATA SIGNAL to be used by any third party. CUSTOMER shall procure that its personnel are suitably trained to operate the TERRASTAR COMPATIBLE PRODUCT(S) which is/are to be utilised in the WORK and to accommodate the provision of the TERRASTAR LAND DATA SIGNAL.
- 4.5 All published data relating to the coverage of the TERRASTAR LAND DATA SIGNAL is approximated. Reception and/or accuracy of the TERRASTAR LAND DATA SIGNAL is dependent upon CUSTOMER'S receiver and location. CUSTOMER shall ensure that it follows the issued instructions pertinent to the TERRASTAR COMPATIBLE PRODUCT at the time of ENABLEMENT. Any failure to receive ENABLEMENT must be reported as detailed on CONFIRMATION RECEIPT, within 48 hours of the stipulated time of ENABLEMENT.
- 4.6 The CUSTOMER acknowledges that the US Department of Defence Global Positioning System (GPS) and the Russian Space Forces Global Navigation Satellite System (GLONASS) are subject to performance fluctuations. The CUSTOMER recognises that TERRASTAR has no control over any part of the GPS or GLONASS space and ground segments and the CUSTOMER accepts that the use of GPS, GLONASS and/or differential GPS is at the CUSTOMER'S own risk. Non-performance of TERRASTAR LAND DATA SIGNAL attributable to:
- (a) Interference to the TERRASTAR LAND DATA SIGNAL transmissions from atmospheric or other sources, or
- (b) any cause or source other than the fault or neglect of TERRASTAR

shall not be deemed to be breakdown and/or failure of the TERRASTAR LAND DATA SIGNAL.

- 4.7 CUSTOMER is aware that interruptions in the provision of the TERRASTAR LAND DATA SIGNAL may occur from time to time and therefore the availability of the TERRASTAR LAND DATA SIGNAL is not guaranteed. TERRASTAR GROUP shall have no liability to the CUSTOMER GROUP and the CUSTOMER GROUP shall save, defend, indemnify and hold harmless TERRASTAR GROUP on demand, for any and all costs, claims, demands, proceedings, loss, actions, damages, expenses and liabilities which TERRASTAR GROUP may suffer, howsoever arising, by reason of the unavailability or inaccuracy of the TERRASTAR LAND DATA SIGNAL irrespective of the negligence, breach of duty whether statutory or otherwise of TERRASTAR GROUP.
- 4.8 The TERRASTAR LAND DATA SIGNAL is sold to the CUSTOMER purely on the basis that the TERRASTAR LAND DATA SIGNAL is utilised by the CUSTOMER wholly on land. The only exception to this is where CUSTOMER requires to undertake WORK relating to near-shore or dredging operations. Where near-shore or dredging operations are to be undertaken by CUSTOMER as part of the WORK, then before an ORDER can be processed, TERRASTAR and/or SUPPLIER shall require to determine whether any geogating restrictions are applicable. TERRASTAR and/or SUPPLIER will require to confirm whether the TERRASTAR LAND DATA SIGNAL is or is not, able to operate in the intended WORK location. If there are no geogating restrictions, then an ORDER may be placed and a CONFIRMATION RECEIPT shall be issued in accordance with the terms and conditions of this CONTRACT. Subject always to the foregoing, it is specifically understood and agreed by the CUSTOMER that the provision of the TERRASTAR LAND DATA SIGNAL will not be utilised on any offshore application except where CUSTOMER has received a CONFIRMATION RECEIPT for the utilisation of the TERRASTAR LAND DATA SIGNAL for near-shore or dredging operations. Re-broadcast of the TERRASTAR LAND DATA SIGNAL is strictly prohibited.
- 4.9 It is specifically understood and agreed by CUSTOMER that the provision of the TERRASTAR LAND DATA SIGNAL will not be utilised in any nuclear facility or for the navigation of aircraft or vessels. TERRASTAR shall not be liable, in whole or in part, for any claims or

damages arising as a result of such use. Where any claim or damages is raised against TERRASTAR due to the CUSTOMER utilising the TERRASTAR LAND DATA SIGNAL as described in this Clause 4.9, then CUSTOMER GROUP shall save, defend, indemnify and hold harmless TERRASTAR on demand, for any and all costs, claims, demands, proceedings, loss, actions, damages, expenses and liabilities which TERRASTAR may suffer arising out of or in connection with the use of the TERRASTAR LAND DATA SIGNAL in such way.

- 4.10 The CUSTOMER agrees to adhere to the TERRASTAR LAND DATA SIGNAL ACCESS INSTRUCTIONS as incorporated in Clauses 4.11 to 4.14 of this CONTRACT.
- 4.11 CUSTOMER or CUSTOMER'S SUPPLIER (acting on behalf of CUSTOMER) shall submit details of PRODUCT AUTHORISATION CODE on ORDER together with details of preferred COMMENCEMENT DATE and TERMINATION DATE inter alia.
- 4.12 TERRASTAR shall provide CUSTOMER or CUSTOMER'S SUPPLIER (acting on behalf of CUSTOMER) with ENABLEMENT details in the CONFIRMATION RECEIPT.
- 4.13 TERRASTAR shall ensure DISABLEMENT will be effected in accordance with the TERMINATION DATE stipulated in the CONFIRMATION RECEIPT.
- 4.14 CUSTOMER shall ensure that its receiver is switched on with a clear view towards the satellite transmitting the TERRASTAR LAND DATA SIGNAL at the time of ENABLEMENT. It remains the responsibility of the CUSTOMER to ensure that the TERRASTAR LAND DATA SIGNAL has been ENABLED in accordance with the COMMENCEMENT DATE stipulated in the CONFIRMATION RECEIPT. CUSTOMER shall immediately notify TERRASTAR if the TERRASTAR COMPATIBLE PRODUCT is sold or de-commissioned. The PAYMENT for receipt of the TERRASTAR LAND DATA SIGNAL cannot be transferred to a different TERRASTAR COMPATIBLE PRODUCT without TERRASTAR'S prior written consent.

5 INDEMNITY

- 5.1 The CUSTOMER GROUP shall save, defend, indemnify and hold harmless the TERRASTAR GROUP from and against any and all claims, demands, proceedings, loss, actions, liabilities, judicial awards and costs, including legal costs, and/or expenses of every kind and nature resulting from:
 - (a) personal injury including fatal injury and disease to any officer, employee or agent of the CUSTOMER GROUP, including, but not limited to, any personnel hired by the CUSTOMER GROUP as consultants or through an employment agency, and from loss of or damage to or loss of use of any such persons personal property; and
 - (b) loss of or damage to or loss of use of the CUSTOMER GROUP'S property, whether owned, hired, leased or otherwise provided by the CUSTOMER GROUP; and
 - (c) personal injury including fatal injury and disease or loss of or damage to or loss of use of the property of any third party; and
 - (d) pollution originating from the property of the CUSTOMER GROUP or any third party; and
 - (e) any loss or damage arising out of the use or application of the TERRASTAR LAND DATA SIGNAL by any party other than the CUSTOMER GROUP

all arising out of or in connection with the performance or non-performance of the CONTRACT.
- 5.2 TERRASTAR GROUP shall save, defend, indemnify and hold harmless the CUSTOMER GROUP from and against any and all claims, demands, proceedings, loss, actions, liabilities, judicial awards and costs, including legal costs, and/or expenses of every kind and nature resulting from:
 - (a) personal injury including fatal injury and disease to any officer, employee or agent of the TERRASTAR GROUP, including, but not limited to, any personnel hired by the TERRASTAR GROUP as consultants or through an employment agency, and from loss of or damage to or loss of use of any such persons personal property; and
 - (b) loss of or damage to or loss of use of the TERRASTAR GROUP'S property, whether owned, hired, leased or otherwise provided by the TERRASTAR GROUP.

all arising out of or in connection with the performance or non-performance of the CONTRACT.
- 5.3 For the purposes of this Clause 5 "third party" means any party which is not a member of TERRASTAR GROUP or CUSTOMER GROUP. All exclusions and indemnities given under this Clause 5 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

6 CONSEQUENTIAL LOSS

- 6.1 TERRASTAR GROUP shall not be liable to CUSTOMER GROUP for lost revenues, lost profits, lost data, or other special, incidental, direct, indirect or consequential damages or for loss or other expense directly arising from CUSTOMER'S or any other party's use or inability to use the TERRASTAR LAND DATA SIGNAL or for any commercial loss of any kind and CUSTOMER GROUP shall save, defend, indemnify and hold TERRASTAR GROUP harmless for any loss or damages resulting from any claim by any person or organisation relating to the TERRASTAR LAND DATA SIGNAL to be provided and/or used under the terms of this CONTRACT.

7 TERMINATION

- 7.1 TERRASTAR may terminate this CONTRACT in the event of the CUSTOMER being in material breach of any of the terms of this CONTRACT.
- 7.2 CUSTOMER may terminate this CONTRACT in the event of TERRASTAR being in material breach of any of the terms of this CONTRACT.
- 7.3 The rights and obligations contained in Clauses 5, 6, 8, 9 and 13 shall remain in full force and effect notwithstanding the completion or earlier termination of this CONTRACT.

8 LIABILITY FOR CLAIMS

8.1 It is incumbent upon the CUSTOMER or the CUSTOMER'S SUPPLIER to stipulate within the ORDER the preferred COMMENCEMENT DATE for the provision of the TERRASTAR LAND DATA SIGNAL. TERRASTAR shall use reasonable endeavours to adhere to the stipulated COMMENCEMENT DATE and shall confirm details of ENABLEMENT in the CONFIRMATION RECEIPT. For the avoidance of doubt, in no circumstances shall TERRASTAR GROUP be liable for any delay or the consequences thereof, arising from any cause whatsoever in the provision of the TERRASTAR LAND DATA SIGNAL.

8.2 TERRASTAR GROUP'S total cumulative liability to either the CUSTOMER GROUP or the SUPPLIER arising out of or related to the provision or non-provision of the TERRASTAR LAND DATA SIGNAL under any cause of action whether in tort, contract or otherwise at law and irrespective of whether the CONTRACT has been terminated for cause (including but not limited to repudiatory breach or fundamental breach) or otherwise, and notwithstanding the negligence (including gross) or other breach of duty (whether statutory, contractual, strict liability or otherwise) of TERRASTAR GROUP, shall be limited to the amount paid by the CUSTOMER to TERRASTAR for the TERRASTAR LAND DATA SIGNAL under this CONTRACT in the six calendar month period prior to the date of any such cause of action being raised.

9 GUARANTEE

9.1 The TERRASTAR COMPATIBLE PRODUCT shall be subject to the terms and conditions of any warranty given to the CUSTOMER by the SUPPLIER in the contract solely between the SUPPLIER and the CUSTOMER relating to the sale or hire of the VERIPOS COMPATIBLE PRODUCT. TERRASTAR shall not be responsible or liable for and makes no warranties whatsoever with respect to defects in materials and/or workmanship relating to the TERRASTAR COMPATIBLE PRODUCT. For the avoidance of doubt, TERRASTAR shall not be liable to the CUSTOMER in any way whatsoever as a consequence of any breach by the SUPPLIER of any warranty given by SUPPLIER to the CUSTOMER in relation to the TERRASTAR COMPATIBLE PRODUCT.

9.2 TERRASTAR guarantees its competence to provide the TERRASTAR LAND DATA SIGNAL in accordance with standard commercial and industry practice. Subject always to the provisions of Clauses 4.6 and/or 4.7, TERRASTAR'S liability for breach of warranty in respect of the provision of the TERRASTAR LAND DATA SIGNAL, shall be strictly limited to an extension of the duration of the CONTRACT for that period of time in which the TERRASTAR LAND DATA SIGNAL was defective or non operational.

9.3 The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance of the TERRASTAR COMPATIBLE PRODUCT by the CUSTOMER, CUSTOMER supplied software for use with the TERRASTAR COMPATIBLE PRODUCT, unauthorised modifications or misuse, input of incorrect or unstable electrical power, operation outside the operational or environmental limits specified for the TERRASTAR COMPATIBLE PRODUCT or improper installation or connection to other devices.

9.4 The foregoing is the sole warranty given by TERRASTAR and the sole remedy to be relied on by the CUSTOMER in respect of breach thereof, and all other warranties whether implied in the CONTRACT or by custom or trade or by common law or expressed by statute are hereby expressly excluded.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Any TERRASTAR data, patent, copyright, proprietary right or confidential know how, trademark or process is the confidential proprietary business information of TERRASTAR and the intellectual property rights in such shall remain with TERRASTAR.

11 ASSIGNMENT

11.1 TERRASTAR reserves the right to assign the CONTRACT to any of its AFFILIATES or successors. Such assignment will not relieve the PARTIES of any of their respective obligations.

12 FORCE MAJEURE

12.1 TERRASTAR and its AFFILIATES shall not be liable for any delay or failure to fulfil its obligations under this CONTRACT due to causes beyond its control such as riot, war, invasion, earthquake, flood, fire, explosion, maritime or aviation disasters, strikes, changes to any general or local statute, ordinance, decree, or other law or any regulation by law.

13 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

13.1 The PARTIES agree that no provision of the CONTRACT will, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on nor be enforceable by any person or organisation which is not a party to this CONTRACT, save for any indemnity given under the provisions of Clause 5. The indemnity provisions in Clause 5 are intended to be enforceable by any such party by virtue of the Act.

14 TAXES

Any and all duties and taxes relating to the receipt of and PAYMENT for the TERRASTAR LAND DATA SIGNAL are for the account of the CUSTOMER. The PAYMENT to be made by the CUSTOMER shall include any and all duties and taxes arising from receipt of and PAYMENT for the TERRASTAR LAND DATA SIGNAL. Where CUSTOMER is required by law to make any deduction or withholding from PAYMENT it shall do so and the PAYMENT due from CUSTOMER shall be increased to the extent necessary to ensure that after the making of such deduction or withholding, TERRASTAR receives and retains (free of any liability in respect of such deduction or withholding) a PAYMENT equal to what it would have received should no such deduction or withholding have been required to be made. CUSTOMER GROUP shall indemnify TERRASTAR GROUP on demand, against any fines, penalties and the like levied against TERRASTAR GROUP as a result of CUSTOMER GROUP'S failure to comply with such law. Rates and prices are exclusive of all import taxes, customs duties and the like, whether local or otherwise, and CUSTOMER GROUP shall reimburse any such charges levied against TERRASTAR GROUP where applicable.

15 WAIVER AND VALIDITY

15.1 No delay or omission by TERRASTAR to exercise any power or right under this CONTRACT shall impair any such right and power or be construed as a waiver. If any provision of the CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the CONTRACT and all provisions

not affected by such invalidity or unenforceability shall remain in full force and effect. TERRASTAR and the CUSTOMER agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

16 EXTENSION

- 16.1 Where CUSTOMER requires the TERRASTAR LAND DATA SIGNAL to be provided after the TERMINATION DATE, CUSTOMER shall complete a new ORDER and make further PAYMENT for its extended requirement.

17 LANGUAGE AND JURISDICTION

- 17.1 The CONTRACT shall be construed and take effect in accordance with English law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts. The ruling language of the CONTRACT shall be the English language and this shall be used in all ORDERS, communications, correspondence, and invoices inter alia.

18 ENTIRE AGREEMENT

- 18.1 The CONTRACT constitutes the entire agreement between the PARTIES hereto with respect to the provision of the TERRASTAR LAND DATA SIGNAL.