

LEO Business Priority – Terms of Service

1. General Terms for the Purchase or Rental of Antennas and Services

1.1 Resale Prohibited. Reselling access to the Services to third parties as a standalone, integrated, or value-added service is not permitted under this Agreement, whether as an agent, intermediary, or in any other form. Breach of this clause may result in service termination.

1.2 Additional Priority Data. If the Customer exhausts the data package provided under this Agreement and deems it necessary to purchase an additional data package valid for the current calendar month, they may do so by sending a written request via email to service@vikingitaly.com, H24/7. Such communication will be considered formal acceptance of the additional data package at the current list price as of the request date. Automatic priority data recharges may also be enabled when the data limit of the contracted service plan is reached. Once automatic recharges are activated, they will be included in subsequent billing cycles until deactivation is requested.

Viking reserves the right to request an advance payment to cover automatic Priority Data top-ups. In the event that such advance payment is exhausted or no longer available, Viking shall be entitled to suspend the automatic top-up service until the advance amount has been replenished.

1.3 Non-transferable Licenses. The software and updates installed on antennas are not sold but are licensed on a non-exclusive, non-transferable, limited, and revocable basis. This license allows the software to be used only as installed and is subject to the Software License and Use Terms. All intellectual property and other rights relating to the Kit, Services, and software are exclusively owned by the satellite constellation operator, i.e., Starlink. No license is granted beyond what is explicitly stated in this Agreement.

1.4 Change of Address or Service Plan. If you change your service address or service plan, you may incur a congestion fee.

1.5 Prohibited Use in Motion. Installing or using a fixed-use antenna on a moving vehicle or vessel, or using it on any aircraft, is prohibited. Such use will void the limited antenna warranty and may lead to termination of the Agreement.

2. Service Plans

Priority Service Plans are designed for high-demand users, including businesses, governments, and institutions at fixed terrestrial locations. Refer to the technical datasheets for performance details. Service use and related billing cannot be paused. Priority Service Plans allocate a fixed amount of "Priority" data each month, as described in the Fair Use Policy. Priority data is given network precedence over Standard and Mobile data, meaning users will experience faster and more consistent download and upload speeds. Unused Priority data does not roll over to the next month. If you use up your Priority data in a given month, you may purchase additional Priority data or upgrade your Service Plan. Customers who do not purchase additional Priority data will receive unlimited Standard data for the remainder of the month, which may result in lower speeds and reduced performance compared to users with Priority data.

3. Changes, Cancellations, Returns, Transfers, and Termination

3.1 Contract Modifications. The Customer acknowledges that the satellite constellation operator, and therefore Viking, may modify or discontinue Service Plans, pricing, these Terms, and antenna versions from time to time. Viking will provide at least 15 days' notice before changes take effect. Notification summarizing the changes and your right to cancel the Agreement under the specified terms will be sent via email. Continued use of the Services beyond those terms will be deemed acceptance of the proposed changes.

3.2 Returns and Fees for Rented Antennas. If you rented an antenna, you must return all equipment in undamaged, untampered, and unmodified condition (except for normal wear and tear)

within 30 days of service cancellation—either upon rejection of unilateral new contract conditions or upon contract expiration or termination for any reason. Otherwise, you will be charged the full list price of the antenna and any accessories in your possession at that time. You are directly responsible for losses, repairs, replacements, and any other associated costs or fees. Viking may send you a return shipping label for antenna return.

3.3 Service Transfer. LEO Business Priority services may not be transferred or assigned to third parties.

3.4 Termination by Viking. Viking reserves the right to immediately suspend or terminate access to the Services, in whole or in part, at any time and without notice, in the following cases:

- a. Violation of these Terms, including the Fair Use Policy;
- b. Law enforcement, judicial, or governmental authority requests;
- c. Unforeseen technical or security issues, such as major network, software, or hardware failures;
- d. Failure to obtain or maintain required government authorizations;
- e. Engagement in fraudulent or illegal activities;
- f. Withdrawal of consent to allow Viking to use your personal data, as described in the Viking Privacy Policy;
- g. Non-payment of Service fees not resolved within 15 days of invoice;
- h. Decision by the satellite constellation operator, and thus Viking, with adequate notice.

4. Limited Warranty, Disclaimers, Remedies, and Liability

Limited Warranty. The antenna and service are subject to the following limited warranty:

4.1 Disclaimers. Viking provides antennas and services “as received and managed by the constellation operator,” without any express warranties or representations. Viking disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.2 Liability Limitations. Viking shall not be liable for any indirect, special, incidental, consequential, or punitive damages, loss of goodwill or business profits, revenue loss, business interruption, data loss or corruption, computer failure, data security breaches, malfunction, or damages arising from antenna installation, repair, removal, or associated services. Viking’s total liability under these Terms shall not exceed the total amount paid to Viking under these Terms during the six months prior to the claim. These limitations apply to any claims related to this Agreement, the Services, or the antenna, even if Viking was informed of or aware of potential damages, and regardless of legal or equitable theory, unless prohibited by mandatory applicable law.

4.3 Assumption of Risk. You agree that your use of the Services and the antenna is at your sole risk. Viking’s services via the Starlink constellation are not suitable or intended as primary or critical services, nor for life-safety or mission-critical applications.

5. Compliance

5.1 General. The Customer agrees to comply with all applicable laws and regulations in relation to obligations under this Agreement.

5.2 Privacy. Viking processes personal data in accordance with its Privacy Policy, as updated from time to time.

5.3 Acceptable Use Policy. You agree not to use or allow others to use the Services in ways that:

- a. violate any applicable law or regulation;
- b. breach the Fair Use Policy;
- c. infringe on the rights of others;
- d. interfere with users, the Services, antenna, network, or other networks.

You are responsible for third-party services accessed via the satellite service (e.g., video streaming).

5.4 International Trade Compliance. The Customer must comply with all applicable international trade controls, export control laws, economic sanctions, customs/import regulations, anti-money laundering, and anti-corruption laws. Services may only be accessed at the location specified in the Order or otherwise authorized by Viking, and cannot be redirected to other locations or for prohibited uses.

5.5 Security Measures. The Customer acknowledges that Viking, and in turn Starlink, implements cybersecurity policies and procedures to identify and respond to incidents, mitigate their effects, document outcomes, and notify relevant parties (including authorities and individuals, where appropriate).

6. Indemnity

The Customer agrees to indemnify and hold harmless Viking from all claims, liabilities, damages, costs, and expenses—including reasonable legal fees—arising from or related to these Terms or the use of the antenna and Services. This includes, without limitation:

(a) consequences of actions by the Customer or their network users in violation of these Terms, the Fair Use Policy, or laws; (b) negligent, reckless, or unlawful conduct by the Customer or any associated user; (c) breach of any covenant within these Terms.

7. No Unauthorized Transfers, Assignments, or Agency

7.1 Transfers and Assignments. The Customer may not assign, sell, or transfer this Agreement, the antenna software, or access to the Services without Viking's consent. Unauthorized transfers will be null and void. Viking may terminate this Agreement for cause if Services or the Agreement are transferred. If the antenna is stolen, destroyed, or removed without authorization, the Customer must notify Viking immediately via email (service@vikingitaly.com), or may be liable for unauthorized service usage. The Customer is responsible for all charges incurred through unauthorized use of Services or antenna. Viking may assign its rights and obligations under these Terms at any time, in whole or in part, to any individual or entity, without notice and at its sole discretion.

7.2 Agency Acts. The Customer must enter this Agreement in their own name. Agents or representatives may only act on the Customer's behalf if they are: (a) a family member or personal assistant of the account holder; (b) an employee, director, or officer of the account holder; (c) any person expressly approved by Viking.

Failure to comply with this section may result in termination for breach of contract.

8. Governing Law

For Services provided on, above, or orbiting Earth or the Moon, this Agreement and any disputes ("Disputes") arising from or related to it shall be governed by Italian law and subject to the exclusive jurisdiction of the Italian courts. For Services provided on Mars or in transit to Mars via Starship or other spacecraft, the parties acknowledge Mars as a free planet with no Earth government authority. Disputes will be resolved through self-governing principles established in good faith at the time of Martian settlement.

9. General Provisions

9.1 Customer Support. Customer support is available at the toll-free number 800.90.45.90 and via email at service@vikingitaly.com, Monday through Friday (excluding holidays), from 8:30 AM to 5:30 PM. You acknowledge and agree that phone support may be recorded for training and quality purposes.

9.2 Partial Invalidity. If any term of this Agreement is found to be invalid, illegal, or unenforceable, it will be excluded to that extent; the remaining terms shall remain fully valid and enforceable.

9.3 Documentation. The Customer should retain copies of these Terms, any sales receipts, or other documents relevant to the antenna or Services order. Viking reserves the right to modify, cancel, or add to these Terms at any time upon notice, and continued use of the Services

constitutes acceptance of updated Terms. Viking will notify Customers before any material changes.

9.4 Electronic Delivery Policy and Notices. The Customer agrees to receive all agreements, updates, disclosures, policies, and notices (collectively, "Notices") from Viking via paper or electronic means at Viking's sole discretion. Notices may be delivered via email. Customers may also receive SMS, email, or other communications, such as service expiration alerts and updates to these Terms.

9.5 No Waiver. Viking's failure to enforce any provision of these Terms will not constitute a waiver of that or any other right. No waiver will be effective unless provided in writing by an authorized representative of Viking.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, by accepting these Terms and the Viking Services Offer, the Customer expressly acknowledges having read and accepted the following clauses:

1. General Terms for the Purchase or Rental of Antennas and Services, 2. Service Plans, 3. Changes, Cancellations, Returns, Transfers, and Termination, 4. Limited Warranty, Disclaimers, Remedies and Liability, 5. Compliance, 6. Indemnity, 7. Unauthorized Transfers, Assignments or Agency, 8. Governing Law, 9. General Provisions.