



Starlink Terms

1. Starlink plans and pricing are subject to change in accordance with changes by SpaceX. SpaceX may change or discontinue Services plans, prices, kit versions, and Starlink [Specifications](#) from time-to-time.
2. Use of Starlink Services are subject to the Starlink policies at <https://www.starlink.com/legal?regionCode=US>, including without limitation the Acceptable Use Policy, a copy of which is available at <https://www.starlink.com/legal/documents/DOC-1001-59234-61>
3. Starlink Service availability can be found at <https://www.starlink.com/map>
4. Customer agrees to the following, and all Starlink resellers further agree to incorporate these terms into any agreement with its End Users (the “Flow-Down Requirements”):
 - a. Customer will comply with and will be responsible for ensuring that End Users comply with all applicable laws and regulations.
 - b. End User may use Starlink for its internal business use and may not further resell Starlink.
 - c. Neither Customer nor End-User are authorized to use SpaceX trademarks. Customer may not market or publicly state an affiliation with SpaceX or authorization to resell or use Starlink without prior written approval in each case.
 - d. In-Motion Authorization. Use of Starlink Services in-motion may require additional authorizations. Customer and its End-Users are solely responsible for (a) understanding and complying with all applicable laws and regulations associated with the use of the Services and Equipment in-motion, (b) obtaining any required authorizations, where necessary, and (c) ceasing use of the Services or Equipment where necessary based on the Equipment’s geographical location.
 - e. Privacy. Any personal information for which Customer is the data controller must be governed by Customer’s privacy policy which must comply with applicable laws and be clearly posted for any End Users.
 - f. Acceptable Use Policy. Reseller agrees not to use, or permit others to use the Services in ways that (a) violate any law, regulation, or this Agreement, including the Acceptable Use Policy or other Starlink policies, (b) infringe the rights of others, and (c) interfere with the users or services of the Starlink network or other networks. Service is subject to the Starlink acceptable use policy and fair use policy each as updated from time to time, currently at: <https://www.starlink.com/legal/documents/DOC-1001-59234-61> and <https://www.starlink.com/legal/documents/DOC-1469-65206-75>, respectively.
 - g. International Trade Laws. Customer 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. Customer may not resell to or otherwise involve any person that is listed on the Specially Designated Nationals List, Denied Persons List, Entity List, or any other similar applicable government list. Customer is only authorized to access Services at the Eligible Service Territor(ies) identified on the Schedule, and will not divert the Equipment or Services to any other locations, or to users or for uses that are prohibited under International Trade Controls. Customer agrees to provide MetTel with a signed Trade Compliance Certification upon reasonable request.
 - h. Modifications to Starlink Products & Export Controls. 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 Equipment 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.



- i. Security Measures. Customer acknowledges and agrees 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).
- j. Changes. SpaceX may change or discontinue Services plans, prices, kit versions, and Starlink Specifications from time-to-time.
- k. Kit Installation. Customer and/or the End-Users are responsible for installation of the Starlink Kit in a location that has a clear field of view per the Starlink install guide. Do not install under a radome; doing so may adversely affect terminal performance. Customer should maintain a minimum separation distance of 4m (14 ft.) between Starlink and other co-located antennas. Customer and/or the End-Users are also responsible for installing the Starlink kit securely so that equipment will not become dislodged due to weather or other external factors. It is Customer and/or the End-Users responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Services and the installation of the Starlink kit. Customer and/or the End-Users are 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 Starlink kit. Should use of the Services require any construction or alteration to property, Starlink is not obliged to reimburse any expenses or restore property to the same physical state as prior to delivery of Services. If Customer and/or the End-User requires a permanent roof mount installation, Customer acknowledges the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of the vehicle/vessel roof, building roof or roof membrane.
- l. Kit Modifications During Integration or Installation. Modifications or alternations (including changes that are cosmetics in nature) to the Starlink kit are subject to Limited Warranty Exclusions and may affect Service performance. Customer and/or End User shall not modify any Starlink kit in a manner that contradicts the install guide or would otherwise alter the transmission characteristics of the equipment, including installation under a radome without Starlink approval. To maintain the Limited Warranty, all modifications must be approved by Starlink in writing and may be subject to additional evaluation fees in order to assess operability. If installation or modification of a Starlink kit has resulted in a material degradation of the Service or equipment, the equipment warranty may be voided.
- m. Kit Installation for Use on Moving Vehicles. Customer and/or the End-Users agree to take proper precautions if installing a Starlink kit to be used on a moving vehicle or vessel. Customer is responsible for ensuring that the antenna mount is installed on a structurally sound, horizontal surface. Customer acknowledges that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. Customer and/or End User shall not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the install guide and used with the proper mount.
- n. 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. All attempts to exercise the rights granted in this Section must be presented directly to MetTel who will be the sole interface to SpaceX.
 - i. Exclusions and Force Majeure. This warranty does not apply to, and Starlink is not responsible for, damage 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 SpaceX 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; (f) problems with electrical power or network



- equipment; (g) misuse, abuse, accident, vandalism, alteration, or neglect; (h) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink kit; (i) use in combination with devices or software not provided or approved by SpaceX; (j) inability to obtain or maintain necessary permissions, authorizations, or permits; or (k) events not reasonably within MetTel's or SpaceX's control.
- ii. Limited Remedies. If the Starlink kit fails to meet the limited warranty standard set forth in this Section (Limited Warranty) Customer is entitled to send a detailed, written warranty claim to MetTel within 12 months from initial activation of the kit (noting that ALL warranties in this Section expire within 36 months of kit purchase by MetTel) and MetTel will work with SpaceX to cure the discrepancy, which may include replacing or repairing the kit with a new, different or refurbished device or part. This replaced 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 Subsection (Limited Remedies) are Customer's sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by MetTel and Starlink.
 - iii. DISCLAIMERS. EXCEPT AS SET FORTH IN THIS SECTION (LIMITED WARRANTY), STARLINK AND METTEL PROVIDE THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. STARLINK AND METTEL DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - o. Customer shall include the option to transfer End-Users to direct customers of MetTel or SpaceX, upon the End-User's request provided the End-User is in good financial standing, and if hardware used by the End-User is not leased either from MetTel or Customer, in which case, Customer or MetTel may deny the transfer request; except as provided in the preceding clause, Customer agrees not to transfer End-Users to any other provider of Starlink services.