



Notification of Changes to Rates, Terms & Conditions

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www.OutfitterSatellite.com
2911 Elm Hill Pike • Nashville, TN 37214 USA

POSTING DATE:

April 8, 2021

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Dear Outfitter Satellite Customer:

Effective May 9, 2021, the following changes will be made to our Terms & Conditions which are posted online at the following locations:

- <https://www.outfittersatellite.com/adobe/TermsConditions.pdf>
- <https://www.outfittersatellite.com/adobe/TermsConditionsGlobalstar.pdf>

The following terms and conditions are removed:

Notices. Before October 3, 2014, notices of any sort provided pursuant to this Agreement must be made in writing to the OUTFITTER SATELLITE, INC., at 2911 Elm Hill Pike, Nashville, Tennessee 37214 USA and shall be effective only when actually received there by OS. Beginning on October 3, 2014, notices of any sort provided pursuant to this Agreement must be made in writing to the OUTFITTER SATELLITE, INC., at 2727 Old Elm Hill Pike, Nashville, Tennessee 37214 USA and shall be effective only when actually received there by OS.

The following terms and conditions are added:

Notices. Notices of any sort provided pursuant to this Agreement must be made in writing to the OUTFITTER SATELLITE, INC., at 2727 Old Elm Hill Pike, Nashville, Tennessee 37214 USA and shall be effective only when actually received there by OS.

The following terms and conditions are removed:

Changing Service. Rate plan change requests received in writing by Outfitter Satellite before the 20th of the month will be effective at the beginning of the next calendar month. If any Unit is changed to a new service plan, a new Initial Term applies to that Unit as measured from the date the new service plan becomes effective. If Customer shall be on an annually-billed service plan and shall change to any other service plan, all bundled usage on the current annually-billed plan is lost.

The following terms and conditions are added:

Changing Service. Rate plan change requests received in writing and approved by Outfitter Satellite will be effective at the beginning of the next calendar month. If any Unit is changed to a new service plan, a new Initial Term applies to that Unit as measured from the date the new service plan becomes effective.

The following terms and conditions are removed:

CUSTOMER IS RESPONSIBLE TO SELECT A SHIPPING METHOD THAT WILL DELIVER TO THEIR ZIPCODE AND DO SO WITHIN THEIR TIME CONSTRAINTS. FEDEX SHIPMENTS REQUIRE A SIGNATURE UNLESS CUSTOMER INSTRUCTS FEDEX OTHERWISE. OUTFITTER SATELLITE RESERVES THE RIGHT TO SELECT SHIPMENT METHOD FOR ALL INTERNATIONAL DELIVERIES AND FOR DOMESTIC DELIVERIES IN WHICH CUSTOMER LEAVES SHIPPING METHOD UNSPECIFIED. IF OUTFITTER SATELLITE IS BILLED BY CARRIER FOR CUSTOMS & DUTIES FEES, CUSTOMER IS RESPONSIBLE FOR THESE COSTS AND UNDERSTANDS INVOICING FOR THESE COSTS MAY TAKE 90 DAYS AFTER SHIPMENT. ONLY APPROXIMATE SHIPPING AMOUNTS CAN BE QUOTED UNTIL ORDER IS PROCESSED. IF CUSTOMER PROVIDES SPECIAL DELIVERY INSTRUCTIONS OR A SHIP TO ADDRESS DIFFERENT FROM CUSTOMER'S BILLING ADDRESS, CUSTOMER AGREES TO BE RESPONSIBLE FOR LOST/LATE SHIPMENTS AND COST OF LOST EQUIPMENT AND AGREES TO ACCEPT ANY DELIVERY

DOCUMENTATION FROM THE CARRIER AS PROOF OF RECEIPT OF THE SHIPMENT, REGARDLESS OF THE SIGNATURE OF THE RECEIVER. AFTER SHIPMENT OCCURS, CUSTOMER IS RESPONSIBLE FOR SHIPPING COSTS EVEN IF CUSTOMER LATER REFUSES DELIVERY OR IT IS UNDELIVERABLE. WEATHER OR OTHER EVENTS BEYOND OUTFITTER SATELLITE'S CONTROL CAN DELAY SHIPMENTS, AND IF CUSTOMER IS REQUESTING DELIVERY TO A REGION WHICH REASONABLY COULD BE AFFECTED BY NATURAL OR MAN-MADE DISASTERS SUCH AS A HURRICANE, CUSTOMER BEARS THE RISK AND FULL COST OF SHIPPING AND THE RESPONSIBILITY FOR CHARGES (INCLUDING RENTAL CHARGES) EVEN IF THE CARRIER IS UNABLE TO DELIVER IN A TIMELY FASHION OR CUSTOMER IS UNABLE TO PICKUP THE DELIVERY.

- FEDEX GROUND SHIPMENT - CUSTOMER AGREES TO BE RESPONSIBLE FOR LOST SHIPMENTS IN THE EVENT THE CARRIER DELIVERS PACKAGE WITHOUT REQUIRING SIGNATURE.
- FEDEX 2-DAY IS NOT RECOMMENDED FOR THURSDAY/FRIDAY SHIPMENT DATES; DELIVERY BY 4:30 PM TO MOST CONTINENTAL U.S. ADDRESSES AND BY 7:00 PM TO MOST RESIDENTIAL ADDRESSES.
- FEDEX PRIORITY OVERNIGHT DELIVERS BY 10:30 AM TO MOST U.S. ADDRESSES; 5:30PM TO RURAL AREAS.
- FEDEX SATURDAY (WHERE AVAILABLE) DELIVERS BY 1:30 PM SATURDAY OR BY 5:30 PM TO RURAL AREAS. CUSTOMER UNDERSTANDS THAT DELIVERY CAN TAKE LONGER TO RURAL AREAS, AK, AND HI. IT IS CUSTOMER'S RESPONSIBILITY TO VERIFY SATURDAY DELIVERY IS AVAILABLE IN DESIRED ZIP CODE. MORNING DELIVERY CANNOT BE GUARANTEED.

The following terms and conditions are added:

If Outfitter Satellite is billed by a shipping carrier for customs and duties fees, Customer is responsible for these costs and understands invoicing for these costs may take up to 90 days after shipment. After shipment occurs, Customer is responsible for shipping costs even if Customer later refuses delivery or it is undeliverable. Weather or other events beyond Outfitter Satellite's control can delay shipments, and if Customer is requesting delivery to a region which reasonably could be affected by natural or man-made disasters such as a hurricane, Customer bears the risk and full cost of shipping, even if the carrier is unable to deliver in a timely fashion.

The following terms and conditions are removed:

If no billable service or service fee occurs for a period of 18 month's on the Customer's account, OS reserves the right to notify the Customer and if there is no response within 7 days to set a zero usage cap without any liability; the usage cap can be reset to a non-zero value upon request from Customer upon providing OS with an acceptable method of payment to resume service(s).

The following terms and conditions are added:

Customer agrees to abide by all state and federal statutes, regulations and orders governing telemarketing, Caller ID spoofing, robocalling, ANI verification, and call origination, as well as with any applicable implementing Industry (e.g., ATIS) standards, policies and guidelines ("regulations."). This includes "STIR/SHAKEN regulations. Customer will provide documentation of compliance upon request by OS. Such documentation will be provided within forty-eight (48) hours of a request by OS. In the event OS obtains information that the Customer may be violating any of those regulations, whether or not OS has requested documentation of compliance, OS may terminate Customer's Services without notice and without liability. Customer agrees that, without prior written permission from OS:

1. All telecommunications traffic sent to OS for Services will be originated by Customer and its wholly owned affiliates, and not by any other person or entity; and
2. In the event Customer operates as a carrier or VoIP provider, Customer agrees that all telecommunications traffic sent to OS for Services will be originated by Customer's retail end user customers and not by another person or entity, including another carrier or VoIP services provider delivering traffic to Customer on a wholesale basis. (For example, in the event Customer was a financial services company, it would not send OS telecommunications traffic originated by an unaffiliated bank, except with prior written permission of OS. Similarly, in the

event Customer was a carrier, it would not send OS telecommunications traffic originated by another carrier's retail end user customers, except with prior written permission of OS.)

The following terms and conditions are added:

As a condition of providing "wholesale service," to third parties or another carrier or VoIP provider and its users, as set forth above, OS may require Customer to post a bond or other security within five (5) business days in an amount to be agreed upon, to ensure that each wholesale customer of Customer is in compliance with this Agreement and all of its requirements. Customer agrees that OS can require a separate bond or other security for each wholesale customer permitted by OS.

If you have any questions about the above changes, please contact our Customer Service department.

Sincerely,

Customer Service
Outfitter Satellite, Inc.
Phone: 615-889-8833
Email: CustomerService@OutfitterSatellite.com

**As per the terms of your Service Agreement, Outfitter Satellite reserves the right to change the monthly service fees and other prices and rates and likewise change, delete, or add any other term of our Agreement with our customers upon 30-day notice. This letter serves as that notice. It will be posted on the web at www.OutfitterSatellite.com/notifications.htm as of April 8, 2021.*