



SATELLITE SERVICES TERMS AND CONDITIONS Europe, Middle East, Africa

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, GlobalStar® and DIRECWAY® services, and associated equipment provided by Stratos Wireless, Inc., a Canadian corporation (hereinafter "Stratos").

1. PROVISION OF SERVICES AND EQUIPMENT BY STRATOS

- (A) Stratos shall provide to Customers satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, GlobalStar® DIRECWAY® services ("Services") and/or associated equipment ("Equipment") upon acceptance of a Customer's order. Provision of Services and/or Equipment shall be in accordance with these Terms and Conditions. All orders are subject to Stratos' receipt and approval of a completed Subscriber Application and Services Agreement from Customer.
- (B) Customer is responsible for notifying Stratos, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after Stratos' receipt of Customer's written request and Stratos' acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): +1-709-724-5309 or (Email): cancellations@stratosglobal.com. There will be no pro-rata refunds for deactivations or suspensions. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Stratos acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services.

2. ORDERING SERVICES AND EQUIPMENT

Orders may be submitted to Stratos either through a Stratos authorised dealer or by calling Stratos directly at the following telephone number:

- For Worldwide calls: +1-709-748-4233.

Customer is required to complete all applicable paperwork for the Services or Equipment to be provided by Stratos.

3. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to Stratos for Services or Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

4. BILLING & PAYMENT

- (A) **Services.** Stratos will bill and Customer shall pay Stratos for the Services provided by Stratos and for all applicable federal, state, provincial, local and other taxes, fees and duties or other amounts, including but not limited to value added or withholding taxes which may be levied upon the Services.
- (B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and shall include all applicable taxes or other charges that may be levied upon the Equipment.
- (C) **Payment terms.**
- (i) Customer shall pay all invoices within thirty (30) days of the date of invoice.
 - (ii) Overdue payments shall be subject to an interest charge of the lesser of either one and one-half percent (1.5%) per month or the highest rate permitted by law.
 - (iii) Customer shall pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by Stratos in collecting any late payments or late payment fees.
 - (iv) All payments shall be made in U.S. currency.



- (D) Stratos may require Customer to provide a third party guarantee, deposit, letter of credit, or other credit facility deemed by Stratos, in its sole discretion, necessary to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other credit facility does not relieve Customer of its payment obligations specified herein.
- (E) All charges will be in accordance with Stratos' then current charges as provided to Customer for the applicable Service or Equipment. Stratos reserves the right to revise such charges from time to time.
- (F) Customer acknowledges that if it uses the service of another service provider with Stratos as the Accounting Authority, it shall pay the amount charged by that service provider plus a twelve and one half percent (12½%) administrative fee for processing the charges.
- (G) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer- provided equipment to the Services or Equipment.
- (H) Customer will notify Stratos in writing of any disputes or disagreements with invoiced charges within thirty (30) days after the date of invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favour will be credited against amounts owing on subsequent invoices.

5. SALE OF EQUIPMENT

- (A) **Delivery/Freight Charges/Risk of Loss:** Risk of loss in the Equipment shall transfer upon delivery to Customer and delivery shall take place when Equipment is shipped by Stratos. Customer shall pay any costs incurred by Stratos to ship the Equipment to Customer's designated location, unless otherwise agreed prior to shipment. Any additional delivery terms for Equipment shall be mutually agreed to by Stratos and Customer. Stratos shall use commercially reasonable best efforts to comply with the delivery terms requested by Customer. In no event shall Stratos have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of Stratos.
- (B) **Partial Shipments:** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, Stratos will maintain a backorder list compiled by date. As backordered Equipment is received from the Supplier, Stratos will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.
- (C) **Title:** Title to Equipment will transfer from Stratos to Customer upon Stratos' receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, Stratos shall have a lien on the Equipment. Customer will keep Equipment that is subject to Stratos' lien free from any other liens, claims or encumbrances and will execute all such documents as may be reasonably required by Stratos to evidence or perfect its security interest.
- (D) **Inspection & Acceptance:** Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Article (i) within thirty (30) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.
- (E) **Warranty:**
 - (i) Stratos warrants that new Equipment delivered to Customer shall be free from defects in workmanship and material for a period of one (1) year/(365 days) and that all refurbished or used Equipment or accessories sold hereunder shall be free from defects in workmanship and material for a period of thirty (30) days. The warranty period for Equipment shall commence at the time of delivery of the Equipment. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, Stratos will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense.
 - (ii) All warranties offered by Stratos are a "return to depot" warranty. If Customer requires a Stratos technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. Stratos will provide a written estimate of travel costs upon request.



- (iii) This warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by Stratos at the time of delivery to Customer.
- (iv) Stratos warrants that title to all Equipment delivered to Customer under these Terms and Conditions shall be free and clear of all liens, encumbrances, security interests, or other claims.
- (v) SUBJECT TO ARTICLE 5(G) AND EXCEPT AS SET FORTH IN THIS ARTICLE, EXCEPT FOR THE EXPRESS WARRANTIES SPECIFICALLY STATED HEREIN, STRATOS GIVES NO EXPRESS OR IMPLIED WARRANTIES OR REMEDIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND STRATOS DISCLAIMS ALL SUCH IMPLIED WARRANTIES AND REMEDIES.
- (F) **Refunds/Restocking Fees:** There will be no refunds for used Equipment returned to Stratos. If Customer returns unused equipment to Stratos in its original package, in its original condition, and within thirty (30) days of delivery, Stratos will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment returned to Stratos must have a Stratos-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the Stratos facility as directed by Stratos. An RMA number may be obtained by calling Stratos' Customer Care at 1-800-563-2255 within North America, 1-709-748-4226 Internationally, or by email at support@stratosglobal.com. Equipment returned without an RMA number will be returned to Customer at Customer's expense.
- (G) **Consumer Refund Rights:**
- (i) If Customer is a private citizen purchasing the Equipment and or Services for personal use (the "Consumer") then notwithstanding any other provision under these Terms and Conditions, Consumer has various cancellation rights as set out in this Article 5(G).
 - (ii) Subject to Article 5(G)(v), Consumer has the right to cancel its purchase order for Equipment at any time within seven (7) days after the day on which the Equipment was received by Consumer. Consumer must ensure that reasonable care is taken of the Equipment to be returned and must follow the return procedures as set forth in Article 5(F) above.
 - (iii) In the event that Consumer is entitled to cancel its purchase order for the Equipment, Stratos will refund the purchase price of the Equipment within thirty (30) days of receiving notice that Consumer is cancelling the purchase order. Stratos reserves the right to charge an administration fee in certain circumstances.
 - (iv) The risk of loss for any Equipment that Consumer returns to Stratos will remain with Consumer until the Equipment has been delivered to Stratos' premises and accepted by Stratos at those premises.
 - (v) Consumer will not have the right to cancel an order for Equipment that has been made to the Consumer's specification or Equipment which is clearly personalised.
 - (vi) Consumer has the right to cancel the purchase order in relation to Services before either (i) the expiration of seven (7) days beginning on the date after the purchase order is submitted by Consumer, or (ii) the commencement of provision of Services, whichever comes first.
- 6. OPERATIONS CENTER**
Stratos operates an International Customer Care and Operations Center which is staffed 24 hours per day, 7 days per week, which may be contacted at the following telephone number:
- Worldwide calls: +1-709-748-4226
- The Operations Center provides Customers with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.
- 7. OPERATING PROCEDURES**
Customers shall follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to Stratos ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to Stratos. Customer acknowledges that the Procedures may be modified from time



to time by Suppliers. Stratos shall not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

8. SERVICE SPECIFIC TERMS AND CONDITIONS

(A) Inmarsat Services:

(i) Identification Numbers

Unless specifically directed by a Customer, Customer shall be assigned a unique identification number for each Unit used by Customer, which is also referred to as an Inmarsat Mobile Number ("IMN"). Customer shall have no property right in the identification numbers assigned in connection with the Service and Stratos may change such numbers at such time or times as Stratos, in its sole discretion, considers necessary without any liability whatsoever.

(ii) Stratos' Nera Inmarsat mini-M Terminals

All Nera Inmarsat mini-M terminals distributed by Stratos within North America and for use exclusively on ID013 will include software configured to use Stratos' land earth stations (ID 013) and SIM Cards. All Nera Inmarsat mini-M terminals distributed by Stratos outside of North America to be used on Stratos' land earth station (ID 002) will not include this software. To change these default settings, the terminal must be returned to Stratos for software replacement. Customer is responsible for all charges related to the software replacement.

(iii) Terminal Usage

Inmarsat terminals and Services may not be used in the United States unless the Customer has indicated on its Subscriber Application and Services Agreement that the Services will be used exclusively in the United States under Stratos' licenses.

(B) StratosOne™ and StratosNet®

Effective upon delivery, Customer will have a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment, including any third party software (the "Software"), for as long as Customer is entitled to use the Equipment. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will control. Customer may use the Software solely for its own internal purposes and only in connection with the Equipment and Services provided by Stratos. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software.

(C) DIRECWAY®

Customer acknowledges that DIRECWAY® services must be purchased for a minimum term and Customers who terminate services prior to the expiration of the minimum service term may be subject to an early termination fee. Both the minimum service term and the early termination fee will be specified on the DIRECWAY Service Activation Request Form. The services must be used in accordance with the reasonable policies and procedures established from time to time by Stratos and/or Hughes Network Systems, including but not limited to the DIRECWAY Fair Access Policy located on Stratos website at http://dealers.stratos.ca/saleslit/DIRECWAY_fair_access_policy.pdf.

9. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by Stratos or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. Stratos has no liability for unavailability or malfunction of Suppliers' networks.

10. CONDITIONS OF OTHER CONTRACTS

The obligations of Stratos and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which Stratos purchases the Services and Equipment from



Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. Stratos represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

11. ABUSE/FRAUDULENT USE OF SERVICES AND EQUIPMENT

- (A) Customers shall not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:
- (i) accessing or attempting to access Services by using an unauthorised device or by tampering with or altering Equipment;
 - (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
 - (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
 - (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
 - (v) using Services or Equipment to further criminal activity;
 - (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
 - (vii) using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other Customers.
- (B) Stratos reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from Stratos.

12. DEFAULT AND TERMINATION OF SERVICES

- (A) The occurrence or happening of any one or more of the following events shall constitute an event of default if not remedied within ten (10) days after notice from Stratos:
- (i) use of the Services or Equipment in any manner or for any purpose contrary to law (see Article 16);
 - (ii) abuse or fraudulent use of the Services and/or Equipment (see Article 11);
 - (iii) failure to make any payments due as invoiced;
 - (iv) discovery by Stratos that any representation or warranty made by Customer in any document furnished by Customer to Stratos is incorrect;
 - (v) breach or violation of any of these Terms and Conditions by the Customer; or
 - (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- (B) In the event of default, Stratos may, at Stratos' sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Stratos will bill Customer and Customer shall pay Stratos, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Stratos shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by Stratos due to default by a Customer, including but not limited to legal costs.
- (C) Stratos may also terminate Services in the event that an Other Contract for purchase of Service and/or Equipment expires or is terminated, provided that termination of the Services shall only be with respect to the Service provided pursuant to that Other Contract.

13. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

- (A) Nothing in these Terms and Conditions shall limit either party's liability to the other for personal injury or death caused by its negligence.



- (B) In no event shall Stratos be liable to the Customer whether arising under these Terms and Conditions or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss. "Consequential Loss" shall for these purposes mean (i) pure economic loss (ii) losses incurred by any customer of the Customer or other third party (iii) loss of profits (whether categorised as direct or indirect) (iv) losses arising from business interruption (v) loss of business revenue, goodwill, anticipated savings (vi) losses whether or not occurring in the normal course of business, wasted management or staff time, or (vii) loss or corruption of data.
- (C) Stratos shall not be liable to Customer, any user, or other person for:
- (i) any acts or omissions of a telecommunications carrier unaffiliated with Stratos whose facilities are used in providing the Services;
 - (ii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received over Stratos' facilities; or
 - (iii) infringement of patents or other intellectual property arising from use of the Services or Equipment or the use of the Services and Equipment in combination with Customer-provided services or equipment.
- (D) Stratos may provide Customer with access to certain account management tools ("Tools"), either directly or through Stratos' website. Such Tools may include, but are not limited to, "Quicksort" and "ISPI". These Tools are provided to help Customers track their accounts and/or service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND STRATOS MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, STRATOS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).
- (E) Stratos does not undertake to transmit messages, but offers the use of its facilities to Customers for the transmission of telecommunications services. Customer agrees with Stratos that neither Stratos, Stratos' Suppliers (as defined in Article 6 above), nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer or Customer's customers for any Consequential Loss, loss of distribution rights, abortive expenditure or damage to property arising from or in connection with (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on in the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by Stratos or Stratos' Suppliers of the mobile earth station's authorisation to use services provided by Stratos or Stratos' Suppliers, due to any cause whatsoever. Should Stratos be found liable to Customer under these Terms and Conditions, IN NO EVENT SHALL STRATOS' TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CONDITIONS EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO STRATOS UNDER THESE TERMS AND CONDITIONS.
- (F) CUSTOMER ALONE SHALL BE RESPONSIBLE FOR ALL CLAIMS, ACTIONS, LOSSES, COSTS AND DAMAGES ("LIABILITY") ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF CUSTOMER'S USE OF THE SERVICES AND EQUIPMENT IN CONNECTION WITH THESE TERMS AND CONDITIONS. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS STRATOS AND ITS OFFICERS, EMPLOYEES, STRATOS' SUPPLIERS AND AGENTS FROM AND AGAINST ALL SUCH LIABILITY.
- (G) Stratos shall not be liable for any service outage or degradation in Suppliers' networks due to satellite malfunction or any other cause.
- (H) Each provision of this Article 13 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Article is held inapplicable or unreasonable.



14. CONFIDENTIAL INFORMATION/PRIVACY AND DATA PROTECTION

- (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, Stratos shall keep confidential all information or data furnished by Customer or otherwise acquired by Stratos through performance. Such information will not be released by Stratos to anyone other than: (i) Customer; (ii) a person who in the reasonable judgement of Stratos is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by Stratos to collect outstanding balances owed to Stratos by Customer; or (v) to a law enforcement agency whenever Stratos has reasonable grounds to believe that Customer has knowingly supplied Stratos with false or misleading information or is otherwise involved in unlawful activities. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws and Stratos' registration and Customer consents to this.
- (B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. Customer will indemnify Stratos against claims by third parties resulting from inadequate observance of the provisions of this Article 14 (B).

15. NOTICES

All notices, requests, demands and other communications hereunder shall be effective upon delivery. Such notices shall be in writing and shall be sent by facsimile, email, nationally recognised overnight courier or delivered in person, addressed as follows:

For Customer Service and Billing Inquiries

Stratos
34 Harvey Road, Paramount Building, 4th Floor
St. John's, Newfoundland, Canada A1C 2G1
Attention: Customer Service
Tel: (709) 748-4226
Fax: (709) 748-4320

For Contract, Legal & Demand Notices

Stratos
6901 Rockledge Drive, Suite 900
Bethesda, Maryland 20817 USA
Attention: Contracts and Legal Department
Tel: (301) 214-8800
Fax: (301) 214-8801
Email: contracts.legal@stratosglobal.com

16. APPLICABLE LAW

Customer shall not use the Services for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. Stratos shall not be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, Stratos shall have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws in the United States and other countries to ensure the Equipment is not transferred in violation of such laws and to obtain any required export/import licenses or authorisations.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and Customer irrevocably agrees that the English courts shall have exclusive jurisdiction in relation to any proceedings arising out of or in relation to the Terms and Conditions initiated by Customer. Stratos shall be entitled to initiate any proceedings arising out of or in relation to these Terms and Conditions in any court having jurisdiction.



TERMS

- 18. ASSIGNMENT**
Stratos may, without the consent of Customer, (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which Stratos has directly or indirectly, an ownership interest. These Terms and Conditions shall enure to the benefit of, and shall be binding on Customers' and Stratos' respective successors and permitted assigns.
- 19. FORCE MAJEURE**
Stratos shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labour disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. Stratos' obligation to perform shall be suspended for the duration of a period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.
- 20. WAIVER OF COMPLIANCE**
The waiver or the failure of Stratos to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, shall not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.
- 21. ENTIRE AGREEMENT**
These Terms and Conditions including Customer purchase order approved by Stratos, if applicable, constitute the entire agreement between Stratos and Customer relating to the subject matter hereof and supersede all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between Stratos and Customer with respect to such subject matter.
- 22. SEVERABILITY**
If any provision of these Terms and Conditions shall be declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any such provision shall be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.
- 23. THIRD PARTY RIGHTS**
Each party confirms that no term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms and Conditions.
- 24. EFFECTIVE DATE**
The Terms and Conditions set forth above are effective as of 27th May 2004, and shall remain in effect unless modified, revoked or terminated by Stratos.