

GENERAL CONDITIONS OF THE CONTRACT

ART 1 OBJECT OF THE CONTRACT AND DEFINITIONS

1.1 General conditions

Intermatica S.p.A. ("Intermatica") holds the concession for distribution and sale of the telecommunication service based on the satellite network and system denominated Iridium (the "Network").

Provision of the service by Intermatica is under a Ministry of Communications Licence issued under Legislative Decree D.Lgs. 55/97.

The present General Conditions of the Contract (the "Conditions" govern the relationship between the Customer and Intermatica for supply of the Iridium satellite communication service (the "Service") the provision of which, on account of the technical characteristics typical of any satellite service, may be conditioned or impaired when one is inside buildings or structures, or when there are external sources, interference, particular atmospheric conditions or natural and/or artificial obstacles that hinder satellite communications.

1.2 Definitions

The following definitions apply for the purposes of these present conditions and the Subscription Proposal:

- **OTHER USERS:** all users of the Service other than the Customer who use the same Service with the same SIM Card or Cards with the Customer's consent, such as, for example, the Customer's employees.
- **SIM CARD:** card with a microprocessor which, when inserted into the Terminal. Permits use of the service
- **CUSTOMER:** the person (physical and/or legal person, public authority, individual, collective body without legal personality) identified in the Proposal with whom the Subscription Contract is concluded as provided for in the subsequent article 2.
- **PIN CODE:** the personal identification number linked to the Customer's SIM Card, which must be entered on the Terminal to access the Service, except in the case of emergency calls.
- **PUK CODE:** personal key to unblock the SIM Card.
- **SUBSCRIPTION CONTRACT (or "CONTRACT"):** the Contract, concluded following the modalities provided for in the following art. 2, which comprises these present Conditions, the Proposal and its annexes, under which Intermatica provides the Service to the Customer and/or Other Users. The Subscription Contract includes the service in both post-paid and pre-paid modalities
- **IMEI:** the Terminal's international identification code.
- **MSN:** the Terminal's serial number
- **RATE PLAN:** the table that includes each of the components of the consideration for supply of the Service and of the Accessory Services.
- **PROPOSAL:** the Contract Proposal which, duly completed in every part and signed, the Customer submits to Intermatica as provided for in the following art. 2.1.
- **ACCESSORY SERVICES:** the added value and auxiliary services supplied by Iridium, which, if available, requested and supplied under this present contract, are included in the definition of the Service of which in these present conditions; where it is not specifically indicated that they are free of charge, they are understood to be supplied on a charged basis.
- **TERMINAL:** the satellite mobile radio terminal the Customer utilises in order to use the Service.

1.3 Efficacy of the conditions

Except where the provisions of the law or of the following art. 2.5 of the Contract provide otherwise, these present conditions shall govern the contractual relationship between Intermatica and the Customer and shall prevail over any other different accord and/or agreement, in whatever form stipulated, that has not been expressly approved by Intermatica in writing.

2 CONCLUSION AND MODIFICATION OF THE CONTRACT

2.1 Subscription proposal

For the purpose of conclusion of the Contract, the Customer, using the special form for the purpose, shall submit three copies of the Proposal, all duly completed and signed, to Intermatica.

The Proposal shall constitute an irrevocable Proposal in accordance with and to the effects of art 1329 of the civil code, for the period of one month, and is binding from the date of signature.

2.2 Identification

The proposer shall provide proof of its/his/her own identity and of its/his/her address or residence, and shall be responsible for the veracity of the information supplied.

When so requested, the representatives and/or agents of physical and/or legal persons, government agencies, private individuals and/or collective bodies without legal personality shall supply proof of their powers.

2.3 Acceptance by Intermatica

Intermatica reserves the right to reject the proposal in the event that the Proposer, for example:

- Fails to supply proof of its/his/her own identity, of its/his/her own address or residence or, if appropriate, of its/his/her role as representative and/or mandatory of an other person or body and of the corresponding powers
- Has in the past been in default to every effect in dealings with Intermatica and/or any other distributor of the service and/or holder of a concession for the same abroad in the ambit of the Iridium network
- Is not authorised to use the credit card of which it/he/she has sent details to make the payments of which in the subsequent art. 6.2
- Is found to be included in the list of protested cheques or subject to execution procedures
- Is subject to bankruptcy proceedings.

Intermatica reserves the right to subordinate acceptance of the Proposal to any restrictions on use of the Service (type, limit, maximum amount permitted for making calls) to issue of appropriate guarantees or to specific modalities of payment and, in the case of a proposal submitted by a Customer in default on another contract with Intermatica, to complete fulfilment of the preceding contract.

2.4 Implementation, Currency and Duration of the Contract

The Proposal is deemed accepted from the moment when Intermatica activates the service by assigning a telephone number to the Customer. Without affecting the provisions of the subsequent art. 10.2 and without a longer duration being envisaged, the Contract shall have an annual duration, starting from the date of activation of the SIM card, and shall be tacitly renewed from year to year, unless cancelled with notice to be given at least 30 (thirty) days before the expiry of the Contract.

2.5 Modifications to the Conditions and to the Rate Plan

Intermatica reserves the right to make modifications to the Contract made necessary by changes in the provisions of the law and/or regulations, by measures taken by competent authorities and whenever made necessary by requirements essential for the functioning and/or technical improvement of the satellite network, communicating the modification in writing to the Customer with the next invoice or by other means, The Customer shall have the right to withdraw from the Contract within 30 (thirty) days from the date of receipt of the communication. The withdrawal shall be communicated in writing; in default, the modifications shall be deemed accepted.

The withdrawal shall be effective from the date of receipt of the withdrawal communication by Intermatica. In this event, the conditions applied previous to modifications will continue to be applied for the period subsequent to aforesaid modifications.

2.6 Modifications to the conditions for supply of the Service indicated in the Proposal

In the event that the Customer wishes to modify the type of Service indicated in the Proposal and/or make use of the alternatives envisaged in the Price Plan, it/he/she may submit an application using the duly compiled forms, or by another written communication. In the event that the modifications come

within the range of services offered, Intermatica shall arrange to make the modifications and send written communication to the Customer, indicating the date of their start and debiting any costs on the next invoice.

3 OBLIGATIONS AND RESPONSIBILITIES OF INTERMATICA

3.1 SIM Card, PIN and PUK codes

Intermatica shall provide one or more SIM Cards for use by the Customer, who may permit their use by Other Users on the Customer's own sole responsibility. On delivery of the SIM Card the Customer will be informed confidentially of the corresponding PIN and PUK codes.

All the SIM Cards delivered to the Customer under the Contract shall remain the property of Intermatica. Therefore, in the event of termination of the Contract for whatever reason, the Customer shall return all the SIM Cards in the Customer's possession to Intermatica, or pay a penalty of € 25.00 plus VAT for every SIM Card not returned.

The PIN code may be modified by the Customer at any moment by following the instructions contained in the Terminal Users' Manual. Repeated erroneous entry of the PIN will block the SIM Card, which may then be unlocked by correctly entering the PUK code. Repeated erroneous entry of the PUK code will make the SIM Card permanently unusable.

In such a case, a Customer that wants to replace the SIM Card is required to pay a consideration of € 25.00 plus VAT (plus any costs of dispatch) at the date of replacement for every post-paid SIM Card made unusable.

If the SIM Card proves defective or in any case unsuitable for use, it shall be repaired or replaced free of charge by Intermatica, unless the defect or fault is attributable to lack of skill, negligence or carelessness in its use and/or conservation, in which case it shall be replaced on payment of the consideration of € 25,00 plus VAT (plus any costs of dispatch) for every post-paid SIM Card.

In any case Intermatica shall not be answerable for any defects in the SIM Card notified to it 12 (twelve) months or more after its delivery. On request by Intermatica, the Customer shall return the SIM Card or Cards at its own expense when modifications to it or them are required for technical and/or operational reasons, which modifications shall be made free of charge.

3.2 Telephone Number

At the time of acceptance of the Proposal, Intermatica will assign the Customer a telephone number. If it is technically possible and on request of the Customer, but without any guarantee, Intermatica will try to keep the same telephone number for the Customer even if the SIM Card is changed and the Telephone Plan is modified, always provided the modification does not involve a change of prefix.

Intermatica shall always have the right to change telephone number, informing the Customer of the new number with sixty days advance notice in writing, except in cases of *force majeure*.

Following a change of number, Intermatica shall provide a free service of information on the change of number for a period of two months from the number change. Within the limits set by technical and service possibilities, on request by the Customer and on payment of a consideration set by Intermatica at the time of the request, Intermatica shall have the option of changing the telephone number with the modalities of which in art. 2.6. In such a case, on payment of a consideration, Intermatica will also provide information to users for a period of two months from the number change.

3.3 Provision of the Service

The terminal is equipped to make and receive telephone calls in the area covered by the network, in line with the technical characteristics and limits of the service as indicated in art. 1.1. The Customer shall have the right to advance any claim, right or action for any malfunctioning of the satellite service only when such malfunctioning depends on Intermatica and not on other network partners or operators. In no case shall Intermatica answer for the service provided through the Satellite Service on a national and international basis.

Intermatica shall not be responsible for any defects of the service due to wrong use of it by the Customer, to the poor functioning of the terminal and/or its accessories (without affecting, in the case of defects not depending on the Customer, the rules regarding repair or replacement of the terminal and/or of the accessories provided for in their conditions of sale, or supplied by Intermatica or by its auxiliaries), or for the failure of the SIM Card or its adaptor to function in the event they are used in a modified and/or non homologated terminal.

Intermatica shall in no case be liable for the content or modalities of communications and messages transmitted or received by the Customer and/or other users through the service.

3.4 Customer Service

To facilitate the best use of the service and for reporting of any faults, Intermatica shall provide assistance to the Customer through its own Customer Service organisation.

3.5 Modification and suspension of the service

Intermatica reserves the right to modify the technical characteristics of the service to meet technical and/or organisational requirements or because of faults or extraordinary maintenance operations.

In such cases, Intermatica will adopt all the appropriate measures to reduce inconvenience, providing the Customer with the necessary information on the times of interruption or suspension of the service and of its restoration.

In the event of faults in the network or in the equipment supplying the service resulting from chance events or from *force majeure*, or from modifications or extraordinary maintenance not planned and technically indispensable, Intermatica may suspend the service in whole or part without prior notice and at any moment.

In such cases the Customer's right of withdrawal ex art.10.2 is protected when the modifications to the technical characteristics of the service are such as to significantly damage its usability by the Customer in comparison with what was originally agreed, or when the interruption or suspension of the service extends beyond a reasonably short duration.

3.6 Force majeure

Intermatica shall not be held responsible to the Customer in cases of *force majeure*. Cases of *force majeure* comprises events outside the reasonable possibility of control by Intermatica, such as for example but not exhaustively, activities and/or decisions by government and/or public administration, acts by military authority, legal constraints, natural catastrophes, lightning, fire, explosions, riots, wars, strikes, lack of power etc., etc. In such cases, as in the hypothesis of fortuitous events, Intermatica shall not answer for any loss, damage or injury to the Customer, in whatsoever way related or connected to the non provision or defective provision of the service, whether they be direct or indirect, foreseeable or unforeseeable, such as for example but not exhaustively, economic or financial losses, loss of business, or revenues, or profit and/or, obviously, commercial losses.

4 OBLIGATIONS, RESPONSIBILITIES AND RIGHTS OF THE CUSTOMER

4.1 Use of Terminal

The Customer shall use terminals and accessories homologated to FCC/ETSI standards, in perfect functioning condition and such as not to cause disturbances to the service. Intermatica shall not in any case be responsible for any direct or indirect damage deriving from violation of the obligation.

4.2 Use, conservation and non-transferability of the SIM Card and of the PIN and PUK codes

The Customer has an obligation to good use and conservation of the SIM Card or Cards and to adoption of every precaution to keep the corresponding PIN and PUK codes secret. The SIM Card and the corresponding PIN and PUK codes are strictly personal and cannot be transferred to third parties. It is forbidden to tamper in any way, duplication included, with the technical identification codes impressed on the SIM Card, as is tampering with and use of the card for fraudulent ends.

The Customer has an obligation not to use the service for illegal ends or with illegal modalities and shall indemnify Intermatica against every wilful or culpable violation of that obligation by its/his/herself or by other users.

4.3 Obligations in the event of loss, theft or improper use of the SIM Card

Saving as provided for in the following paragraphs, the Customer shall be responsible for the use, whether authorised or otherwise, of its SIM Card by third parties, including the Other Users.

In cases of loss, theft or suspicion of tampering with the SIM Card, the Customer shall inform Intermatica by whatever means, with confirmation in writing, accompanied by a copy of the report presented to the competent authorities.

On receipt of the above communication, Intermatica shall disable the SIM Card. Until the moment at which the report of loss or theft or suspected tampering is received by Intermatica, the Customer shall remain responsible for all damage and costs deriving from any improper use of the SIM Card lost, stolen or tampered with, including for the cost of calls made using the SIM Card. Without affecting the foregoing, the Customer shall in any case be obliged to regular and full payment of the subscription fees provided for in the Telephone Plan of which in the following art. 6 as well as regular and full payment of the government concession tax for the period between disabling of the SIM Card reported lost, stolen or tampered with and delivery of a new SIM Card, with a maximum of thirty days.

4.4 Modification of the Customer's identity data

The Customer shall notify Intermatica in writing within a maximum term of thirty days, of any change in its/his/her own identity and in particular of data regarding residence or address and/or registered office and/or other seat for the purposes of invoicing. Intermatica shall send all communications to the last address made known by the Customer.

4.5 Consideration for the service

The Customer is required to pay the consideration for the service as specified in the Telephone Plan of which in the subsequent art. 5 and 6. Payments made on behalf of Customers by third parties shall not confer any rights on the latter in relation to Intermatica.

5 TELEPHONE PLAN AND CONSIDERATION FOR THE PREPAID SERVICE

Prepaid SIM cards are available in various tariff plans indicated on the official website www.intermatica.it. Each Pre-paid Rate Plan differs in:

- a) purchase cost;
- b) price list applied for voice and data calls;
- c) possibility of GSM roaming;
- d) Minimum duration of use of the SIM (all SIMs have a minimum duration that can be increased; if the SIM is not renewed according to the times and methods provided for each tariff plan, it will be permanently deactivated);
- e) renewal methods;
- f) activation of the service: Intermatica communicates the activation and the assigned numbering via email / fax to the Customer.
- g) the conditions applied in relation to activation, voice and data rates, expiry date, are those indicated on the website www.intermatica.it.

6 PAYMENT OF THE CONSIDERATION FOR THE POST-PAID SERVICE

6.1 Telephone Plan

The consideration for the services covered by the contract will be calculated in accordance with the telephone plan chosen by the Customer in the proposal, or agreed later with Intermatica according to the methods set out in the previous art. 2.6. All taxes and duties provided for by current legislation will also be charged to the customer. The current telephone plans, previously communicated to the Authority for Telecommunications Guarantees, are available to customers and / or anyone who requests them from the Customer Service and / or by consulting the website www.intermatica.it.

6.2 Terms and modalities of payment

The Customer is obliged to pay the sums indicated in the invoice by the date stated on it. The payment must be made either by pre-authorised direct debit to a current bank account or by credit card or by other means expressly indicated by Intermatica.

Each invoice must be paid in full. Part payments are not allowed.

The Customer is required to pay subscription fees even in the event of suspension of the service as provided for in the following art. 6.3

6.3 Failure to pay invoices

In the event of failure to pay within 15 days of the due date indicated on the invoice, Intermatica shall have the right to partial suspension of the service (preventing outgoing calls and satellite, with the exception of the emergency calls of which in art. 5.2, second and third paragraphs).

In the event of failure to pay within 30 days from the suspension of which in the preceding paragraph, Intermatica shall be able to suspend the service totally.

In the event of failure to pay within 45 days from the same date, Intermatica may unilaterally terminate the contract as of right under art. 1456 of the civil code, when 10 days have passed from the notice sent to the Customer by registered letter, without affecting its right to recover the considerations not paid and any material delivered to the Customer.

The terms indicated above are reduced to 7, 15 and 30 days in the event of failure to pay the first invoice.

A late payment indemnity will be charged to the Customer on sums not paid by the due date at the effective global mean interest rate determined quarterly under Law 108/96 by Decree of the Ministry of the Treasury, increased by 50%.

6.4 Complaints

Any complaints regarding the amounts invoiced must be sent to Intermatica by registered letter with advice of receipt (possibly sent first by fax) no later than 45 days from the date of issue of the invoice, indicating the items and the amounts disputed. In default, the invoice shall be deemed accepted for the entire amount. Intermatica shall examine the claim and provide a written reply or confirm its own reply in writing to the Customer within 60 days from receipt of the complaint. In the event the claim is recognised as well founded, Intermatica shall deduct the amounts that were not due from the next invoice to be issued.

It is agreed that, even in the event of a complaint, the disputed amounts must be paid in full by the date indicated on the invoice disputed.

7 PAYMENT OF THE POST-PAID SERVICE

7.1 Invoices

The service fee will be charged to the customer by sending invoices electronically on a monthly basis. In addition to the indications prescribed by current legislation, the invoices will indicate:

- the invoice number,
- the issue date, the reference period and the expiry date,
- the elements of consideration in application of the chosen telephone plan,
- the taxes and duties provided for by current legislation,
- any credits to the customer.

If expressly requested by the customer, invoices may be sent by ordinary mail; in this case they will include production and delivery costs of € 2.00 (two) including VAT.

Intermatica will keep the Client's documentation available at its offices for a period of six months from the last invoice communicated. Intermatica, at the request of the Customer, will indicate in each invoice the detail of the communications invoiced under the conditions set by the chosen Telephone Plan.

7.2 Terms and methods of payment

The Customer will be required to pay the amounts indicated on the invoice within the deadline set therein. Payment must be made by pre-authorised direct debit into a bank account, or by credit card, or in other ways expressly indicated by Intermatica.

Invoices must be paid in full. Partial payments are not allowed.

The Customer is obliged to pay subscription fees also in cases of suspension of the service provided in the following art. 7.3.

7.3 Failure to pay invoices

In the event of non-payment within 30 days from the term indicated on the invoice, Intermatica may suspend the service in full.

In the event of non-payment within 45 days of the same term, Intermatica may unilaterally and legally terminate the contract, pursuant to art. 1456 of the Italian Civil Code, after 10 days from the notice communicated to the Customer by registered letter, without prejudice to the right to recover the unpaid fees and the material delivered to the Customer.

The above terms are reduced to 15 and 30 days in the event of non-payment of the first invoice.

On the amounts not paid on the due date, the Client will be charged a late payment indemnity for the days of delay, at a rate equal to the reference rate set by the European Central Bank (ECB) increased by 3.5%.

7.4 Complaints

Any complaints regarding the invoiced amounts must be forwarded to Intermatica by communication with registered letter (possibly anticipated by fax) with acknowledgment of receipt no later than 45 days from the date of issue of the invoice, with an indication of the disputed items and amounts. Failing that, the invoice will be deemed accepted for the entire amount. Intermatica will examine the complaint and provide a written response or confirm its response in writing to the customer within 60 days from receipt of the same. If the complaint is recognized as well founded, Intermatica will compensate the amounts not due from the first subsequent invoice.

It is understood that, even in the event of a complaint, the disputed amounts must be paid in full within the deadline indicated on the disputed invoice.

8 SERVICE LIMITATIONS

8.1 Coverage and numbering limitations

The Iridium voice and data satellite service is only available in the Iridium coverage area; for more information on the areas where the service is available, please contact our Customer Care.

The Iridium voice satellite service does not allow calls to be made to the numbers of the Italian NNG network - Non-Geographical Numbers or the decade numbers 1, 4, 7, 8 (e.g. First Aid Services, Toll-Free Numbers, Customer Care etc.). The GSM roaming service may not be available in all countries. It is possible that some mobile operators may inhibit the sending / receiving of SMS from / to satellite lines. The sending / receiving of SMS is not guaranteed.

8.2 Local regulations restrictions

Voice and data satellite services must be used in compliance with local regulations regarding the use of satellite devices: in some countries the use of satellite terminals may in fact be limited, subject to particular licenses / authorizations or not allowed. The Customer is always required to verify the necessary requirements with the authorities of the country where the terminal / service will be used.

8.3 Limitations offered data

The offers may include packages of internet traffic included for a monthly fee. Once the included traffic is exhausted, the available bandwidth will be reduced or it will be possible to purchase other traffic packages to be used in the current month, in order to take advantage of the same maximum speed. Data traffic not consumed in the month is not cumulated to the traffic package of the following month.

9 TRANSFER OF THE CONTRACT

The Customer cannot transfer the contract, nor the rights and obligations arising from it, except in cases of takeover previously authorized in writing by Intermatica. Intermatica may transfer its obligations and rights arising from the contract to third parties, in whole or in part.

10 SUSPENSION AND TERMINATION OF THE CONTRACT

10.1 Suspension and termination by Intermatica

Without affecting the provisions of art. 7.3, Intermatica shall be able to suspend the service for outgoing calls and for satellite in the event that the Customer is defaulting on payments to Intermatica. In such cases, the service shall be reactivated from the date of payment notified and proved in writing to Intermatica.

Intermatica may also suspend the service if the Customer uses a defective or non-approved terminal.

In addition to the cases provided for in the previous art. 7.3, Intermatica may terminate the contract by notifying the Customer by registered letter, if the latter is registered in the list of protests, is subject to executive procedures, present a request or is subject to a bankruptcy, controlled administration or other bankruptcy procedure or become insolvent in any case.

10.2 Withdrawal by the Customer

The contract (Post-paid Service), unless there is a longer / shorter duration according to the specific tariff plan activated by the Customer, has a duration of 12 months from the date of activation of the service, with automatic renewal. The customer can request a withdrawal at least 30 days before the natural deadline by registered letter with return receipt. In the face of this withdrawal, the subscription fees will still be due by the customer up to the month in which the contract will be extinguished, as well as the fees due for the traffic carried out during the term of the contract.

11 REGULATION OF THE RELATIONSHIP – COURT OF VENUE

11.1 Regulation of the relationship

For all matters not provided for in these present General Conditions of the Contract, the provisions of the Italian civil code relating to service contracts shall apply.

11.2 Court of venue

All disputes relating to this present contract shall be submitted to the exclusive competence of the Court of Rome.

12 DISCLOSURE D.LGS. 231/2001

In compliance with the provisions of Legislative Decree n. 231/2001 Intermatica, in the conduct of business and in the management of internal relations, refers to the principles contained in its Code of Ethics, which can be consulted at www.intermatica.it. Intermatica has also adopted an organization and management model, which can also be consulted at the above address.

13 COMMUNICATIONS

All communications to Intermatica shall be addressed to

Intermatica S.p.A

Customer Care

Via Gaetano Donizetti, 7 – 00198 Roma

Email: ConTe@intermatica.it

tel. 06 85365, fax 06 8586 5399