

URSYS Acceptable Use Policy

The URSYS Acceptable Use Policy describes reasonable limits and constraints on usage of the URSYS Service and Equipment so that the Service can meet the prescribed URSYS SLA.

1. The Customer agrees that:

- 1.1. its use of the URSYS Services will be in accordance with any URSYS Acceptable Use Policy (“AUP”) as amended from time to time as notified to the Customer and which specifies what constitutes the Customer’s acceptable use of the URSYS Services;
- 1.2. the Contract Acceptance and Purchase Order (“CAPO”) specifies the URSYS Service Type which implies a specific usage capacity as define in clause 6 (“Usage Capacity”) and the Customer agrees to use the URSYS Service in accordance with the corresponding Usage Capacity;
- 1.3. except where the CAPO specifies an URSYS Service Type providing an SCPC or Committed Information Rate (“CIR”), the actual Bandwidth provided will be shared with other customers’ services and may at any time be lower than that specified in the Purchase Agreement and
- 1.4. where the Customer uses the URSYS Services otherwise than in accordance with the Usage Capacity corresponding to the Service Type, URSYS may, in its sole discretion, undertake such steps as it determines are reasonably necessary in relation to such usage, including:
- 1.5. requiring the Customer to upgrade, by giving the Customer 14 days written notice, the Customer’s URSYS Service Type or Bandwidth and any corresponding Monthly Services Fee or other fees to ensure that the Customer’s usage remains in accordance with the Usage Capacity; or
- 1.6. implement such filtering or throttling mechanisms as required to bring the Customers usage levels within Usage Capacity. Filtering or throttling may be specifically applied to traffic types which are substantially different to those declared by the Customer as comprising their ordinary commercial use.

2. Responsibility for Content and Data

The Customer agrees that:

- 2.1. it is responsible for the content and data in all its transmissions using the URSYS Service including compliance with all applicable laws and regulations covering such content and data; and
- 2.2. that all content and data transmitted using the URSYS Services will be in accordance with any requirements specified in the Acceptable Use Policy.

3. Compliance with laws and regulation

The Customer:

- 3.1. must comply with all applicable laws, regulations or applicable codes relating to the use of the URSYS Services by the Customer;
- 3.2. warrants that it will not use the URSYS Services in a manner which would breach any law, regulation or applicable code; and
- 3.3. agrees, and warrants, that it will not use the URSYS Services so as to expose URSYS or any related entities (as defined in the *Corporations Act 2001*);
- 3.4. to prosecution or investigation for breach of any law, regulation or applicable code;
- 3.5. to any criminal action, civil proceeding or other action; and
- 3.6. to any action or investigation that could result in the revocation, suspension or loss of any licence, ability or right of URSYS to provide the URSYS Services to the Customer or any other customers.

4. Transmission Requirements

The Customer must:

- 4.1. comply with any practices and procedures specified by URSYS with respect to transmissions to, or from, any satellite used for the purposes of providing the URSYS Services;
- 4.2. not use the URSYS Services in a manner which would or could be expected to harm or interfere with the use of, or harm any portion of any satellite or transponder;
- 4.3. comply with any specifications from URSYS for initiating and terminating any transmissions to any satellite used for the purpose of providing the URSYS Services.

5. Care of Equipment

The Customer should not use the URSYS Supplied Equipment in a way that exposes it to:

- 5.1. Damage due to lightning, power surges or any other damage caused by failure of supplied power;
- 5.2. Physical damage from any cause including dust, corrosion, immersion, excessive heat or poor handling; and
- 5.3. Loss of equipment or equipment components.

As such actions may void the equipment warranty.

The Customer should not:

- 5.4. Disassemble any equipment associated with the supply of the services unless so directed by URSYS
- 5.5. Relocate or re-assemble equipment associated with the supply of the services unless so directed by URSYS
- 5.6. Alter equipment or software associated with the supply of the services in any way other than that provided for by any user configuration interface that may be supplied with the service.

6. Usage Capacity

Usage Capacity is defined as maximum monthly data transfer (in Mbytes) to be expected from a service over the course of one month. In the case where a customer is continuously using a service in excess of its usage capacity and thereby compromising URSYS's Service Level Agreement to themselves or other customers URSYS will use the metrics defined in clauses 6.1 to 6.5 as a guideline to determine whether usage is within expected usage capacity. In the case where URSYS determines that a customer is exceeding expected usage capacity URSYS may, in its sole discretion, take action in accordance with clauses 1.5 and 1.6 above.

6.1. Usage Capacity is calculated separately for inbound and outbound links.

6.2. Usage capacity for SCPC Service Types is defined as:

Link Bandwidth (kbps) x 300 and applies to individual terminals

6.3. Usage Capacity for CIR Service Types is defined as:

CIR Bandwidth(kbps) x 300 and applies to the aggregate usage for all terminals within the CIR

6.4. Usage Capacity for Gold Service Types is defined as:

Link Bandwidth (kbps) x 30 and applies to individual terminals

6.5. Usage Capacity for Silver Service Types is defined as:

Link Bandwidth (kbps) x 20 and applies to individual terminals