

# Terms and Conditions

## General Terms and Conditions for Starlink Equipment and Services

Updated January 16, 2023

By purchasing from Anuvu Operations LLC (“**Anuvu**”), you (“**Customer**”) agree to be bound by and strictly comply with the terms of this Agreement. These General Terms and Conditions for Starlink Equipment and Services (“**Terms**”) are an integral part of the Agreement by and between Anuvu and the Customer, together with the terms of Starlink, a division of SpaceX (“**Starlink**”), available at <https://www.starlink.com/legal> (select the region applicable to Customer) and applicable to the Agreement, including, without limitation: (1) [Starlink Acceptable Use Policy](#), (2) [Starlink Privacy Policy](#), (3) [Starlink Software License & Usage Terms](#), (4) [Starlink Fair Use Policy](#), (5) [Starlink Specifications](#), and, if relevant, (6) [Starlink Maritime Service Terms](#) (collectively, the “**Starlink Policies**”). The Starlink Policies also form part of the Agreement and are incorporated therein by reference. In the event of any conflict between these Terms and the Starlink Policies, the terms of the Starlink Policies shall prevail.

### 1. Terms of Service.

1.1 Services. Customer acknowledges that Anuvu is an authorized reseller of the Starlink two-way satellite-based services selected by Customer and further described in the [Starlink Specifications](#) (“**Services**”) and Starlink dish, Wi-Fi router, power supply and mounts (“**Starlink Kit**” or “**Kit**”), and Anuvu agrees to provide and perform such Services in accordance with the terms hereof to the yacht, commercial shipping vessel, oil rig, cruise ship, or other permitted locations owned and operated by the Customer (herein after referred to as the “**Site**”). Customer further acknowledges such Services and Kits are under development and subject to change from time to time. Customer agrees to comply with these Terms, as well as with the Starlink Policies.

1.2 Coverage. Customer acknowledges that Services may not be available in all locations and are contingent upon network availability and Starlink’s approval.

1.3 Support. Customer support through Anuvu’s network operating center (“**NOC**”) will be available for Starlink Kits(s) and Services. Support will vary according to the support plan selected by Customer at the time of initial purchase. NOC services may include creating a trouble ticket and remotely troubleshooting technical problems by phone or via email. Additional customer support may be available at additional cost.

### 2. Term; Termination; Suspension.

2.1 Term. The term of this Agreement will commence upon Anuvu’s acceptance of the Customer’s order and will continue for successive one (1) month periods until either Party has given the other Party at least thirty (30) days’ prior written notice of its intent to not to renew.

**2.2 Termination; Suspension.** Anuvu reserves the right to suspend Services or terminate this Agreement, in whole or in part, at any time (with or without notice) in the event Customer fails to pay any amount due under this Agreement in accordance with its terms, or in the event of Customer's breach or suspected breach of the terms of this Agreement, including, without limitation, the Customer Representations in Section 5.6 and 5.7. Customer will be entitled to a refund of any MRC paid in advance for Services not received as at the termination date. Any termination of this Agreement by Anuvu under this section shall not give rise to any recourse by Customer against Anuvu.

### **3. Starlink Kit.**

**3.1 Delivery & Installation.** Unless otherwise agreed between Anuvu and Customer, Customer will be responsible for installation of the Starlink Kit on the Site at its own risk, cost and expense, in strict compliance with the terms of the Starlink Install Guide, available upon Customer's request. Title to the Starlink Kit will transfer to Customer at the time of delivery. Delivery of Starlink Kits is subject to Incoterms 2020 Ex Works rules for US-based Customers, or Delivered at Place ("DAP") rules for all other Customers. The Kit must be installed in a location with a clear field of view. Kits cannot be installed under a radome; doing so may adversely affect performance. A minimum separation distance of 4m (14 ft.) should be maintained between Kits and other co-located antennas. Kits must be installed securely so that they may not be dislodged due to weather or other external factors. Customer is solely responsible to ensure compliance with all applicable law, rules and regulations, including without limitation, building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that may be applicable to the Services or installation of the Starlink Kit. Customer is solely responsible for paying any associated fees or other charges, and to obtain any permits and other authorizations necessary for Customer's use of the Starlink Kit and Services or the installation of the Starlink Kit.

**3.2 Kit Modifications.** Customer shall not modify any Starlink Kit in a manner that contradicts the Install Guide or would otherwise alter the transmission characteristics of the Starlink Kit. Modifications or alternations (including changes that are cosmetics in nature) to the Starlink Kit may void any applicable warranty and may affect Service performance. In order not to void any applicable warranty, any modifications to be made to the Starlink Kit must be approved by Starlink in advance and in writing and may be subject to additional evaluation fees in order to assess operability. If Starlink determines at its sole discretion that Customer's installation or modification of a Kit has resulted in a material degradation of the Service or Kit, any applicable warranty may be voided.

**3.3 IN-MOTION USE PROHIBITED FOR UNDESIGNATED STARLINK KITS AND COUNTRIES.** CUSTOMER IS PROHIBITED FROM INSTALLING OR USING A STARLINK KIT ON A MOVING SITE UNLESS STARLINK HAS DESIGNATED YOUR SPECIFIC STARLINK KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. SERVICES IN-MOTION ON A SITE VIA AN UNAUTHORIZED STARLINK KIT OR COUNTRY IS PROHIBITED, WILL VOID THE LIMITED WARRANTY OF CUSTOMER'S

STARLINK KIT, AND MAY BE GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT. Visit [Starlink Specifications](#) for a description of the Starlink Kit models designated for in-motion use.

**3.4 Kit Installation for Use on Moving Sites.** Customer hereby agrees to take proper precautions if installing a Starlink Kit to be used on a moving Site. Customer is responsible for ensuring that the antenna mount is installed on a structurally sound, horizontal surface. Customer acknowledges Starlink Kit falling off a moving Site due to poor installation can cause serious accidents resulting in bodily injury. Customer shall not mount any Starlink Kit on any moving Site if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount.

**3.5 Obsolescence; Refund Policy.** The Starlink Kit and Services are novel, under development, and subject to change. If, at any time before December 31, 2023, a given version Kit becomes obsolete such that Starlink no longer supports or provides service to that version Kit, then Customer will be entitled to a full refund of the price paid (excluding taxes and shipping) for such obsolete Starlink Kits. Customer may also terminate this Agreement as set forth in Section 2.1 herein. Customer acknowledges and agrees that refund of the fees paid for obsolete Starlink Kit and termination of this Agreement shall be its sole and exclusive remedies for obsolescence.

#### **4. Payment Terms.**

**4.1 Fees.** Anuvu will charge Customer the Monthly Recurring Charges (“**MRC**”) for Services, plus the purchase price of the Starlink Kits(s), shipping costs, handling fees and other applicable fees in advance on a monthly or annual basis. All fees and payments related to the Services or otherwise arising hereunder are in United States Dollars (USD), unless otherwise indicated. Customer acknowledges that the MRC may change from time-to-time, in which event Anuvu will provide no less than thirty (30) days’ advance written notice.

**4.2 Overages.** Data usage beyond thresholds applicable to the Services selected by Customer will be subject to network traffic management restrictions. Should data usage exceed limits provided for in the Services, Anuvu reserves the right to bill, and Customer agrees to pay Anuvu, for excess data usage. Such charges shall be dependent on excess amounts and location of service. Should data allowance be fully used before the renewal date, service may not be available until a new plan is purchased or renewed. There is no allowance for rollover of unused data to a subsequent month.

**4.3 Payment Terms.** Purchases made via Anuvu’s online store at <https://starlink.anuvu.com/> are subject to the Shopify Terms of Service found at <https://www.shopify.com/legal/terms> (“**Shopify Terms**”), which Shopify Terms form part of this Agreement and are incorporated herein by reference. For all other payments, Customer agrees to pay Anuvu’s monthly invoices within fifteen (15) days of their date of issuance. The Starlink Kit will not be shipped to Customer before payment therefor is received by Anuvu. Balances that remain unpaid as of the due date shall be cause for (i) immediate suspension of Services, and (ii) application of interest at the rate of 1.5% per month, or the maximum rate allowed by law. Customer shall be responsible for all costs Anuvu incurs from the service provider and the collection of past due balances, including

but not limited to reasonable collection fees, attorney's fees, filing fees and court costs. The Parties agree and acknowledge that if Customer is a management company operating on behalf of the owner of a Site, Anuvu will invoice such management company, provided Anuvu may invoice the Site owner directly in the event Customer's management company fails to pay due invoices when due.

4.4 Taxes. All fees and charges are computed exclusive of any federal, withholding, state or local use, gross receipts, value added tax (VAT) or sales taxes or similar liabilities. Any taxes now or hereafter imposed with respect to the Services hereunder (with exception of income taxes imposed upon Anuvu) shall be the responsibility of Customer, and if paid or required to be paid by Anuvu, the amount thereof shall be invoiced to Customer.

4.5 Deposit. In the event Customer has failed to pay any fees when due (or Anuvu has a good faith belief Customer may fail to make full payment), Anuvu will have the right, its sole discretion, to require Customer to pay a reasonable amount to be retained by Anuvu as security hereunder, in advance of Anuvu's delivery of any further Kits(s) or Services ("**Deposit**"). If Customer does not provide such Deposit and pay any past due fees, Anuvu will have no obligation to deliver any Starlink Kit or Services, and Anuvu will have no liability to Customer or any other party in connection with such non-delivery. Anuvu further reserves the right to retain such Deposit to be used as a set-off against any fees costs incurred hereunder or otherwise, or against any past due amounts that may be owed to Anuvu hereunder. Otherwise, such Deposit will be refunded after termination of this Agreement, provided that Customer's account is current, and no fees remain due and payable.

4.6 Payment Authorization. If Anuvu agrees to accept payment via a credit card, Anuvu will initiate a credit card payment for payment of all fees incurred in connection with the Starlink Kit or Services. Customer agrees that Anuvu will bill Customer's MRC and one-time charges in advance, and will automatically collect MRC through a credit card payment. By signing this Agreement and receiving the Services, Customer authorizes automatic credit card payments by Anuvu. Customer agrees that Anuvu will bill the applicable charges to the credit card provided by Customer when Customer initially purchased the Services. Customer must provide current, complete, and accurate information for its billing account, and promptly update Anuvu with any changes to its account information, such as changes in Customer billing address, credit card number, credit card expiration date, or contact email address. Customer may make changes to such information by contacting Anuvu. Customer's credit card issuer agreement governs use of Customer's credit card in connection with the Services and Customer must refer to that agreement with respect to its rights and liabilities as a cardholder.

## 5. Other Terms & Conditions.

5.1 Intellectual Property. Customer acknowledges and agrees that the Services to be provided by Anuvu under this Agreement embody and reflect certain proprietary rights, which may include patent, copyright, trade secret, and other similar rights in and related to the Services and network and related systems (the "**Intellectual Property**"), and that Anuvu owns or controls all such Intellectual Property rights. Anuvu hereby grants Customer a limited, non-exclusive, non-transferable, and non-sub-licensable license to use the Intellectual Property as may be needed to

provide Customer the Services. Customer further acknowledges and agrees that Anuvu-provided equipment may include the proprietary intellectual property of certain other third-party manufacturers (which Anuvu may use under license), and hereby agrees that it will not take any action that is inconsistent with, or infringes upon, such third-party rights. Customer may not copy, duplicate, modify or transfer to a third party any software, whether owned by Anuvu or used by Anuvu under a license from a third party. Anuvu and its logos, and any other brand or product names (including but not limited to Starlink) used by Anuvu or its affiliates in conjunction with providing the Services, are the trademarks of Anuvu, SpaceX, or their respective owners, and no rights are granted to Customer hereunder with respect thereto.

**5.2 DISCLAIMER.** ANUVU PROVIDES THE STARLINK KIT AND SERVICES “AS IS” WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. ANUVU DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

**5.3 LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES, THE STARLINK KIT, OR DAMAGES RESULTING FROM THE STARLINK KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. ANUVU’S LIABILITY UNDER THIS AGREEMENT FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE LESSER AMOUNT OF EITHER (A) THE TOTAL AMOUNT PAID BY CUSTOMER TO ANUVU UNDER THIS AGREEMENT OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY OR (B) 1 MILLION U.S. DOLLARS. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.

**5.4 ASSUMPTION OF RISK.** CUSTOMER AGREES THAT USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING CUSTOMER’S ACCOUNT, IS AT THEIR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

**5.5 Confidentiality.** The Parties acknowledge that in the course of dealings between the Parties, each Party will acquire information about the other and/or its affiliates, its business activities and operations, its technical information, and trade secrets, all of which are highly confidential and

proprietary to the Party and its affiliates (the “**Confidential Information**”). Confidential Information shall not include information generally available to or known by the public, or information independently developed outside the scope of this Agreement. The Parties shall hold all such Confidential Information in strict confidence and shall not reveal the same except pursuant to a court order or equivalent arbitration tribunal order. The Confidential Information shall be safeguarded by each Party with at least as great a degree of care as the other Party uses to safeguard its own most confidential materials or data relating to its own business. The Parties shall not use any Confidential Information other than in the sales, marketing, and distribution of the Services and equipment as contemplated by this Agreement. Information regarding Customers is hereby deemed the Confidential Information of both Parties. The provisions of this paragraph shall survive the termination of this Agreement.

5.6 Compliance with Laws. Customer agrees to keep Anuvu informed (including providing prior written notification) of the current registry the Site, including any expected changes thereto. Anuvu reserves the right at all times to temporarily suspend the Services if the Site is operating within the territorial waters of any nation which does not recognize the U.S. Federal Communications Commission (“**FCC**”) licenses, to comply with U.S. Department of the treasury’s Office of Foreign Assets Control (“**OFAC**”), and the U.S. Department of State and export controls administered by the Department of Commerce, Bureau of Industry and Security (“**BIS**”), or if the Vessel’s Starlink Kit causes any unlawful interference. Customer is responsible for providing any additional licenses or authorizations that may be required by the flag state of the Site or any nation in whose territorial waters the Site may be operating, if authorized pursuant to the Starlink Policies.

5.7 Customer Representations. Customer represents and warrants to Anuvu that:

- a. It will not make use of the Services or Starlink Kit(s) as: (i) a residential user and /or consumer, (ii) an unauthorized reseller, (ii) any agency within the United States Federal Government, or (iv) any military, paramilitary, or intelligence community user (or use cases), in any country, including via a defense contractor.
- b. It is not (i) engaged in any illegal activity or listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”) or otherwise subject to sanctions imposed by OFAC, the European Union, or United Kingdom (ii) acting, directly or indirectly, for or on behalf of any person, group, entity or nation named on any of the lists referenced above, (iii) engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group or entity, or (iv) going to engage in any transaction that would cause Anuvu to provide Services to any such person, group or entity. A list of specially designated nationals may be found at <https://sanctionssearch.ofac.treas.gov/>.
- c. It will not make use of the Services or Starlink Kit(s) in territory under the jurisdiction of a country subject to U.S. sanctions, including the territorial waters of those countries. Sanctioned countries include the Crimea, the Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR) regions of Ukraine, Cuba, Iran, Syria, and North Korea, and as modified from

time to time. A list of U.S. sanctions programs and country information may be found at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

d. It understands and acknowledges that U.S. export control laws and regulations (including but not limited to the Export Administration Act and the Arms Export Control Act) regulate the export of commodities and technology originating in the United States (“**Export Laws**”). It understands and acknowledges that Customer’s export to, or transport of, Anuvu U.S.-origin equipment into the territory of a country other than the United States may be subject to requirements and prohibitions under U.S. Export Laws. It understands and acknowledges that the export and/or re-export of the Kits(s) to anyone on the U.S. Department of Treasury, Specially Designated Nationals (“**SDN**”) list or other U.S. Department of Commerce Denied Person’s List or Entity List, without the required authorization, and a foreign national or a foreign destination, may be prohibited, limited or delayed by the Export Laws without the appropriate export license; and, if a license is required by the Export Laws for the provision of the equipment to Customer, the Customer will fully cooperate with Anuvu in order to obtain such license. The Customer acknowledges that, from time to time, Anuvu may be required by law to disclose to sovereign governments the content of, or information regarding, communications utilizing the systems and/or to permit lawful intercepts of such communications. Such obligations may be affected via warrants or subpoenas, or other forms of compulsory process.

e. Customer will comply with all applicable anticorruption laws (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act), including those that prohibit the promise, the payment, the authorization, or the giving directly or indirectly of money or things of value to any person or entity (including government officials, members of royal families, employees of state-owned enterprises and any related parties such as family members of those groups) corruptly to (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or to direct business to any person or entity; or (d) induce or reward any favorable action in any matter related to the subject of this Agreement.

f. In performing its obligations under this Agreement, Customer will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679 and any other directly applicable European Union or U.S. regulation relating to privacy. This clause is in addition to, and does not relieve, remove or replace, Customer’s obligations under any applicable data protection legislation. Furthermore, Customer agrees that Anuvu is the “data controller” (business primarily responsible for any personal information collected and processed as defined by any applicable global privacy law or regulation (e.g., GDPR)) for any personal information of any Customer’s granted access to the Services. Anuvu’s privacy policy and data protection practices, as amended from time-to-time, can be found here: [Anuvu's Privacy Policy](#). Starlink’s privacy and data protection practices, as amended from time-to-time, can be found here: [Starlink's Privacy Policy](#).

g. It will not make use of the Services or Starlink Kit(s), directly or indirectly, in support of exploration or production of Deepwater, Arctic offshore, or shale projects (i) that have the potential to produce oil in Russia, (ii) in a maritime area claimed by the Russian Federation, or (iii) involve sanctioned parties, including those on the Sectoral Sanctions Identifications (“**SSI**”) List.

**5.8 Exclusions & Force Majeure.** Anuvu is not responsible for damage to the Starlink Kit after shipment, or for the faulty operation of the Starlink Kit or the Services resulting from: (a) manual re-pointing of the antenna; (b) repair, modification, or disassembly of Starlink Kit by anyone other than Starlink or Anuvu (or their authorized agents); (c) failure to follow instructions, including by obstructing the Starlink Kit's field of view; (d) fire, flood, wind, hurricane, lightening, earthquake, extreme 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; (g) problems with Customer's electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices not provided or approved by Anuvu or Starlink; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; (l) attempted use outside Starlink's coverage map; or (m) events not reasonably within Anuvu's or Starlink's control.

**5.9 Indemnification.** Customer shall assume all loss and liability of any nature whatsoever arising out of its use or possession of the Starlink Kit and Services, and agrees to indemnify, protect, defend and save harmless Anuvu, its affiliates and their respective officers, directors, shareholders, employees, suppliers and agents (hereinafter the "**Indemnitees**") with respect to any resulting third-party claim, suit, action or judgment of any kind. The foregoing indemnity shall not apply in the event of the gross negligence or willful misconduct of the Indemnitees.

## **6. Miscellaneous.**

**6.1 Severability.** In the event one of the clauses of this Agreement is declared null and void, the clause concerned will be deleted and all other clauses shall remain in full force and effect. The Parties will negotiate in good faith to replace the annulled clause.

**6.2 Applicable Law & Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A. Venue for any dispute shall be held in Los Angeles, California.

**6.3 Authority.** Each Party represents and warrants to the other that it is duly organized and existing under the laws of the jurisdiction of its incorporation or existence, and the person executing this Agreement has full power and authority to enter into this Agreement. If Customer is a management company, then Customer represents and warrants that it is (i) authorized to enter into this Agreement if signing for its own account, or (ii) that it is an authorized agent (or attorney-in-fact) of the Site's owner and is authorized to execute this Agreement on the owner's behalf.

**6.4 Amendments.** Anuvu may amend the terms of this Agreement, which includes the incorporated Starlink Policies, including, without limitation, pricing and payment terms by sending written notification of such amendments to Customer. Each amendment will be effective thirty (30) days from written notification to Customer, except if otherwise specified in the notice to Customer. If Customer does not agree to an amendment, then Customer may terminate this Agreement as set forth in Section 2.1 herein. Customer acknowledges and agrees that termination of the Agreement shall be its sole and exclusive remedy for any amendment.



**6.5 Assignment; No Unauthorized Transfers.** Customer further represents and warrants the Services and Kits purchased hereunder are for the sole benefit of the Customer and shall not be resell any Services or Starlink Kits without the prior written consent of Anuvu. Customer may not assign all or any portion of this Agreement (including but not limited to the Services, software and Starlink Kit), without the prior written consent of Anuvu. Unauthorized transfer or assignment of this Agreement will be null and void and grounds for immediate termination. Anuvu may freely assign this Agreement to any of its affiliates or subsidiaries, or to any other entity in connection with a merger, consolidation, sale or similar such transaction involving Anuvu. Subject to the provisions of this Section, this Agreement shall be binding upon the authorized successors and assigns of the Parties.

**6.6 Subcontractors.** Anuvu may use subcontractors or corporate affiliates to perform certain responsibilities set forth herein, provided that all work performed by the subcontractors or affiliates remains the responsibility of Anuvu and will be performed as if the work had been performed directly by Anuvu.

**6.7 Relationship of Parties.** No agency, partnership, joint venture, or employment is intended to be created as a result of this Agreement and neither Party, nor either Party's employees or agents, have any authority of any kind to bind the other Party in any respect whatsoever.

**6.8 Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered in person or sent via email, or when deposited with a reputable courier service. Such notice will be deemed sufficient upon evidence that the notice has been delivered (i.e., confirmation of delivery from the carrier, as email delivery confirmation receipt). Notices to Anuvu will not be deemed received unless and until a copy of such notice is received at [legal.commercial@anuvu.com](mailto:legal.commercial@anuvu.com), with a hardcopy to 1821 E. Dyer Rd., Suite 125 Santa Ana, CA 92705.

**6.9 Entire Agreement.** This Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter contemplated by this Agreement, namely the provision of Starlink goods and services, superseding and replacing all prior or contemporaneous agreements, communications, and understandings, both oral and written, regarding that subject matter.

**6.10 No General Waiver.** Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

