

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-983

SAP Number

## Innovation and Technology Department

|                                    |                                                                                   |
|------------------------------------|-----------------------------------------------------------------------------------|
| Department Contract Representative | Jeremiah Thomas                                                                   |
| Telephone Number                   | (909) 388-0641                                                                    |
| Contractor                         | Space Exploration Technologies Corp.                                              |
| Contractor Representative          | N/A                                                                               |
| Telephone Number                   | N/A                                                                               |
| Contract Term                      | Upon acceptance of the agreement and continuing until terminated by either party. |
| Original Contract Amount           | Non-financial                                                                     |
| Amendment Amount                   | N/A                                                                               |
| Total Contract Amount              | Non-financial                                                                     |
| Cost Center                        | 1201404048                                                                        |

**Briefly describe the general nature of the contract:** Non-financial Terms of Service template with Space Exploration Technologies Corp., including non-standard terms, for Starlink satellite-based internet service and software licenses, which shall remain in effect for as long as the County and its affiliated agencies continue to access or use the underlying software, or until terminated in accordance with the provisions of the agreement.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 10/1/2024

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_

Date \_\_\_\_\_

# STARLINK TERMS OF SERVICE

ENGLISH

Your order for two-way satellite-based internet service ("Services") and a Starlink antenna, Wi-Fi router and mount ("Starlink Kit" or "Kit") is subject to the terms ("Terms") of this Starlink agreement for the United States and its territories. These Terms, those terms incorporated by reference, and the details you agree to in your online order ("Order") form the entire agreement ("Agreement") between you ("customer" or "user") and Space Exploration Technologies Corp. (known as "Starlink" in these Terms).

## 1. DEPOSIT.

1. **Applicability.** If Starlink Services are currently unavailable in your region and you are placing a deposit payment rather than completing the Order for Services, then Section 1 applies to you.
2. **Deposit Payment.** Your deposit payment ("Deposit Payment") grants you priority within your region for securing Starlink Services when available. Your Deposit Payment is exclusive of any sales and use or other taxes. Starlink will apply your Deposit Payment to the amount due on the Starlink Kit if and when the Starlink Kit and Services become available.
3. **Refundable Deposit.** Prior to Starlink shipping your Kit, your Deposit Payment is fully refundable and can be requested at any time via your Starlink account. If you seek and obtain a refund, you will forfeit your priority position.
4. **Availability; Limitations.** Placing a Deposit Payment does not obligate Starlink to provide you with the Starlink Kit and Services and does not guarantee that the Starlink Kit and Services will be available to you. Prices for the Services and Kits presented at the time you place your Deposit Payment are subject to change to the prices in effect at the time of Order, including any applicable taxes, duties, delivery charges, and any other applicable fees. Enrollment limits may apply based on network availability. Starlink Kit designs and Services are subject to change based on technological innovation. Starlink will not hold your Deposit Payment separately, for example in an escrow account or trust fund, or pay any interest on your Deposit Payment. The Service availability dates are estimates only and subject to change. Service delivery is dependent on many factors, including various regulatory approvals.

## 2. AGREEMENT TO PURCHASE OR RENT THE STARLINK KIT AND SERVICES.

1. **No Resale or Unauthorized Agency.** You may not resell access to the Services to others as a stand-alone, integrated or value-added service under this Agreement (whether acting as an agent, introducer or in any other capacity), unless authorized by Starlink. In addition, you may not purchase an excessive number of any item available for purchase in the Starlink shop ("Accessories"), as determined by Starlink in its sole discretion. See additional limitations in Section 10 of this Agreement. A violation of this Section may result in Service termination.
2. **Payments for Purchasing a Starlink Kit and Title Transfer.** For customers purchasing a Starlink Kit, you authorize Starlink to charge your approved payment method for a one-time purchase price on the balance of your Starlink Kit and any accessories, including applicable shipping, handling and taxes, as is described in the online Order. Starlink will transfer title to the Starlink Kit and any accessories to you at the time of delivery.
3. **Payments for Renting a Starlink Kit.** For customers renting a Starlink Kit, you authorize Starlink to charge your approved payment method for the following—
  - a) **Activation Fee.** A one-time immediate activation fee due when the Order is placed;
  - b) **Monthly Rental Fee.** The first rental fee charge will be on the earlier of (i) the date you activate the Starlink Kit; or (ii) 30 days after Starlink ships your Starlink Kit ("Payment Due Date"). Starlink will automatically charge your approved payment method for the second and all subsequent monthly rental fees on the anniversary of the Payment Due Date + 7 calendar days; and
  - c) **Retail Penalty, if applicable.** A retail fee penalty for the Starlink Kit if you fail to return the Kit to Starlink undamaged, untampered and unmodified, within 30 days of cancelling your Service, as described in Section 6.4.

Rental Kit provided to you may be new or refurbished at Starlink's sole discretion. Rented Starlink Kit will remain the property of Starlink and title will not transfer to you. Starlink Kits may only be rented with the Standard

Service Plan for residential use; however, at Starlink's sole discretion, rental Kits may be made available for Priority, Mobile Priority or Mobile Service Plans. The option to rent a Starlink Kit is not available in all locations.

4. **Payments for Monthly Service Subscription.** You authorize Starlink to charge your approved payment method for –

a) **Monthly Service Fee.** The first charge for the Services selected in your Order will be on the earlier of (i) the date you activate the Starlink Kit; or (ii) 30 days after Starlink ships your Starlink Kit ("Payment Due Date"). Starlink will automatically charge your approved payment method for the second and all subsequent monthly service fees on the anniversary of the Payment Due Date + 7 calendar days; and

b) **Additional Priority or Mobile Priority Data.** If applicable, additional automatic charges per GB of data use, if you opt-in to purchasing additional Priority or Mobile Priority data after hitting your data limit under certain Service Plans. You can track your excess monthly data usage and purchase additional Priority or Mobile Priority data at any time via the Starlink App or via your Starlink account. Your excess data usage per month will also be displayed on your next monthly invoice. **Once you opt-in, you will be automatically billed for additional Priority or Mobile Priority data used until you opt-out, including in following billing cycles.** You may opt-out of purchasing additional Priority or Mobile Priority at any time via your account in the Starlink Customer Portal. Additional details can be found in the [Starlink FAQs](#) and [Starlink Fair Use Policy](#).

5. **Payment Method.** You authorize Starlink to charge an approved payment method, including bank-to-bank payments, credit or debit cards (where available) for all charges made under the Agreement, including applicable taxes. Use of a credit or debit card is subject to the terms and conditions in your card member agreement, including fees that may be charged by the issuer. If there is a change to your bank or card account information, including expiration date, you must update your payment information in the Starlink Customer Portal to avoid suspension or termination of Services and to enable Starlink to process refunds. Starlink may also update your payment method data with information provided by the payment service providers. You authorize us to continue to charge your payment method following any update to your information.

6. **Shipping & Handling.** Shipping and handling charges will apply and are non-refundable. Please consult your Starlink account for an estimate of delivery times. Deliveries may require signature. Starlink will use the carrier of its choice.
7. **Taxes, Fees, Surcharges.** In addition to charges for the Services, the Starlink Kit, and any accessories you buy, we may collect or request reimbursement for taxes and other fees and surcharges required by law, including, without limitation, value added, goods and services, consumption, sales, use, gross receipts, excise, and access. You are also responsible for any additional government fees, rights of way charges, license or permit fees, and any other duties, charges or surcharges imposed on the sale or use of the Services or Starlink Kit.
8. **Bills, Payment Disputes & Suspended Services.** Bills are provided to customers on a monthly basis only through the Starlink Customer Portal. Disputes on your Starlink bill should be handled via your account in the Starlink Customer Portal. In the event of a billing dispute, you must timely pay all undisputed amounts. If the payment dispute is resolved against you, or if you simply fail to pay for Services on time, you must pay the amounts due or your Services will be suspended until the overdue amounts are paid.
9. **Software Updates and License Terms.** Software copies and updates installed on the Starlink Kit are not sold, only licensed to you personally (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to Software License and Usage Terms, and restrictions that Starlink posts on the Starlink Customer Portal. Starlink reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, and grants no license, except as expressly granted in this Agreement.

### 3. STARLINK KIT INSTALLATION.

1. **Kit Install Guidelines.** You are responsible for the installation of the Starlink Kit in a location that has a clear field of view of the sky, per the Starlink App and the Install Guide available in the Starlink Customer Portal. You shall not modify the Starlink Kit in a manner (including cosmetic/paint changes) that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover/radome, unless approved by Starlink.

At Starlink's sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment Limited Warranty may be voided. Should use of the Services require any construction or alteration to your property, Starlink is not obliged to reimburse any expenses or restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof or vehicle mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your roof, vehicle, vessel for penetration of the membrane. Follow the Install Guide. **If you cannot safely install the Starlink Kit, do not install it and seek professional assistance.**

2. **Kit Install Authorizations.** It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, restrictions, lease obligations and landlord/owner approvals and requirements for the installation of the Starlink Kit, to pay any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Services and the installation of the Starlink Kit.
3. **IN-MOTION USE PROHIBITED FOR UNDESIGNATED KITS, COUNTRIES AND USES.** YOU ARE PROHIBITED FROM INSTALLING OR USING A KIT ON A MOVING VEHICLE OR VESSEL UNLESS STARLINK HAS DESIGNATED YOUR SPECIFIC KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, USE OR INSTALLATION OF A KIT ON AN AIRCRAFT OF ANY KIND IS PROHIBITED IN ALL CASES. SERVICES IN-MOTION ON AN AIRCRAFT, VEHICLE OR VESSEL (e.g., CARS, VANS, RVs, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED, WILL VOID THE LIMITED WARRANTY OF YOUR KIT, AND MAY BE GROUNDS FOR TERMINATION OF YOUR AGREEMENT WITH STARLINK PER SECTION 6.6 OF THESE TERMS. Visit <https://www.starlink.com/specifications> for a description of the Starlink Kit models designated for in-motion use.
4. **Kit Installation on Moving Vehicles.** For Kits and mounts designated for in-motion use, you agree and are responsible for taking proper precautions for ensuring that the equipment mount is installed on a

structurally sound, horizontal surface. You acknowledge that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. You shall not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount designed for in-motion use.

## 4. FIXED SERVICE PLANS

1. **Standard Service Plan.** The Standard Service Plan (available on “Residential”) is designed for personal, family, or household use at a fixed land-based location. See the [Starlink Specifications](#) for details on the typical performance. Service activation and associated billing cannot be paused under the Standard Plan. The Standard Service Plan includes an unlimited amount of “Standard” data. In times of network congestion and during peak usage hours, users may experience slower speeds and reduced performance which may result in degradation or unavailability of certain third-party services or applications, as described in the [Fair Use Policy](#). Bandwidth intensive applications, such as streaming videos, gaming, or downloading large files are most likely to be impacted during peak usage hours. Customers with high bandwidth needs that experience Service degradation resulting from Starlink’s network management practices are able to upgrade to a Priority Service Plan. Supplemental customer support for business or government specific requests (e.g., modified invoicing or tax-exempt certifications) are only available under Starlink’s Priority Service Plan and may not be supported under Standard Service Plan subscriptions.
2. **Priority Service Plan.** The Priority Service Plans (available on “Business”) are designed for high demand users, as well as businesses, governments and institutions at fixed land-based locations. See the [Starlink Specifications](#) for details on the typical performance. Service use and associated billing cannot be paused under the Priority Service Plans. The Priority Service Plans assign a set amount of “Priority” data to customers each month, as described in the [Fair Use Policy](#). Priority data is given network precedence over Standard and Mobile data, meaning users will experience faster and more consistent download and upload speeds. Unused Priority data does not rollover to the next month. If you have exhausted your Priority data in a given month, you are able to purchase additional Priority data or upgrade your Service Plan (see Section 2.4(b)).

Customers who exhaust and have not purchased additional Priority data will be allocated an unlimited amount of Standard data for the remainder of the month, which may result in slower speeds and reduced performance compared to customers with Priority data.

## 5. MOBILITY SERVICE PLANS

### 1. Mobile Service Plans.

a) **Regional or Global Coverage.** Starlink Mobile Service Plans (available on “Roam”) allow you to access Services at any destination where Starlink provides active coverage and is designed for low demand, portable, land-based use, such as camping or nomadic living. The “Regional” Plan allows you to access Mobile Services at any land-based destination within the continent that you place your Order. The “Global” Plan allows you to access Mobile Services at any land-based destination where Starlink provides active coverage around the world. Mobile Service cannot be used on the ocean or in-motion without purchasing additional Mobile Priority Service data. Mobile Service can be paused and un-paused at any time. When un-paused, the monthly Mobile subscription fee will be charged immediately, on a pro-rated basis. If you use Mobile Services for more than two months in a country that is different than your shipping address, Starlink may require you to move your registered address to your new location. Starlink may immediately suspend your Services if your new location is not in an authorized territory (marked “Available or Waitlist”) on the Starlink map: [www.starlink.com/map](http://www.starlink.com/map). Starlink Mobile Service charges will be ongoing until you pause the Service via your Starlink account.

b) **Mobile Data.** The Mobile Service Plan includes an unlimited amount of “Mobile” data. Mobile data that is assigned to users is always deprioritized as compared to other Starlink Service Plans, resulting in degraded Service and slower speeds in congested areas and during peak hours, as described in the *Fair Use Policy*. See *Starlink Specifications* for details on the expected performance. Stated speeds and uninterrupted use of the Service are not guaranteed and are highly dependent on geographical areas. Mobile Service users with high bandwidth, in-motion or ocean needs are able to upgrade to a Mobile Priority Service Plan or opt into paying for Mobile Priority data per GB under their Mobile Service Plan (see Section 2.4(b)).

### 2. Mobile Priority Service Plans.



a) **Global Land, Ocean, In-Motion Coverage.** Starlink Mobile Priority Service Plans (available on “Maritime”, “Mobility”, and “Roam”) allow you to access Services at any destination around the world where Starlink provides active coverage. It is designed for high bandwidth or in-motion users who want global land plus ocean access, such as shippers and sailors. The Service can be paused and un-paused at any time. When un-paused, the monthly Mobile Priority subscription fee will be charged immediately, on a pro-rated basis. If you use Mobile Priority Services for more than two months in a country that is different than your shipping address, Starlink may require you to move your registered address to your new location. Starlink may immediately suspend your Services if your new location is not in an authorized territory (marked “Available or Waitlist”) on the Starlink map: [www.starlink.com/map](http://www.starlink.com/map). Mobile Priority Service charges will be ongoing until you pause the Service via your Starlink account.

b) **Mobile Priority Data.** The Mobile Priority Service Plans assign a set amount of “Mobile Priority” data to customers each month. Mobile Priority data is given network precedence over Standard and Mobile data, meaning users will experience faster and more consistent download and upload speeds, as described in the *Fair Use Policy*. See *Starlink Specifications* for details on the expected performance. Stated speeds and uninterrupted use of the Service are not guaranteed and are highly dependent on geographical areas. Unused Mobile Priority data does not rollover to the next month. After a user's Mobile Priority data is exhausted each month, behavior of the Service will depend on where Starlink is being used:

1. For inland coverage (including lakes and rivers), after Mobile Priority data is exhausted, users will receive unlimited Mobile data, which will result in slower speeds and degradation of bandwidth intensive applications during times of network congestion. Additional Mobile Priority data is available by opting into paying for additional data per GB via your Starlink app or account.
2. For ocean coverage, after Mobile Priority data is exhausted, users will be unable to connect to the internet except to access their Starlink account on [www.starlink.com](http://www.starlink.com), where additional Mobile Priority data can be purchased, so that a user may reconnect to the internet.

See Section 2.4(b) and the Fair Use Policy for payment details on opting in and out of additional Mobile Priority data.

3. **Limitations on Mobility Services.** Supplemental customer support for enterprise, institutional or government specific requests (e.g., modified invoicing or tax-exempt certifications) is only available under Starlink's Mobile Priority Service Plans and not the Mobile Service Plans. Starlink does not guarantee when or where Starlink Mobile or Mobile Priority Services will be available. Such Services are dependent on many factors, including obtaining or maintaining the necessary regulatory approvals which are subject to change. Find a list of authorized territories (marked "Available or Waitlist") on Starlink map: [www.starlink.com/map](http://www.starlink.com/map).

## 6. CHANGES, CANCELLATION, RETURNS, TRANSFERS AND TERMINATION.

1. **Changes by Starlink.** Starlink may change or discontinue Service Plans, prices, these Terms, Kit versions, and the Starlink Specifications from time to time. Starlink will provide you with notice at least one month prior before materially adverse changes come into effect. Starlink will provide you with an email notice summarizing the changes and your right to cancel this Agreement. Subject to your options and conditions under Sections 6.2 (Service Cancellation), 6.3 (Kit Return and Full Refund) and 6.4 (Rented Kit Returns and Fees) by continuing to use the Services you agree to any changes.
2. **Service Cancellation.** You can stop the recurring monthly payment, cancel Services and withdraw at any time via your Starlink account located within the Starlink Customer Portal. To avoid being billed for the following month of Services you must cancel Services prior to your invoice statement being generated. If you have rented a Starlink Kit, you must return your Starlink Kit in good condition within 30 days of Service cancellation or you will be charged the full retail price of the Kit. You are not entitled to any refunds, except as set forth under Sections 1.3 (Refundable Deposit) and 6.3 (Kit Return and Full Refund).
3. **Kit Return and Full Refund.** You may return an undamaged, untampered and unmodified Starlink Kit and any accessories within 30 days of the Payment Due Date for a full refund for any reason, including the inability to receive Services due to field-of-view issues. If you purchased a Starlink Kit or accessories, you will be refunded the price of the equipment. If you

rented Starlink Kit, you will be refunded your Activation Price only. Should you timely return your Starlink Kit, you will also be refunded for the first month's service fee or rental fee, as applicable. To return the Starlink Kit or any accessories, follow instructions in the Return Policy in the Starlink Customer Portal

4. **Rented Kit Returns and Fees.** If you have rented a Starlink Kit, you must return your equipment in an undamaged, untampered and unmodified condition (except normal wear and tear, determined by Starlink) within 30 days of Service cancellation or you will be charged the full retail price of the Kit as described in the online Order. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Starlink Kit to us in good condition. Starlink will issue you a return shipping label to allow you to return the Kit. Follow instructions in Starlink's Return Policy for returning rented Kits in the Starlink Customer Portal. **Starlink Kits may only be rented for the Standard Service Plan; however, at Starlink's sole discretion, renting Kits may be made available for Priority, Mobile, or Mobile Priority Service Plans.**
5. **Transferring Services and Kits.** Customers who have purchased their Starlink Kits may have the option to transfer or assign your Services to another responsible party if the account is paid-in-full, in good standing, and there is network capacity under the requested Service Plan. Transferred Services are not available to customers who have rented a Starlink Kit. Transferring Services is not available until the earlier of (i) 120 days after you purchased your Starlink Kit, or (ii) 90 days after you activated your Starlink Kit. Please visit <https://support.starlink.com/> or <https://www.starlink.com/activate> to learn more about activating Services after a Kit has been transferred or sold to a third-party.
6. **Termination by Starlink.** Starlink may, at any time, without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Services for: (a) a violation of these Terms, including the Starlink Acceptable Use Policy; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations

required to bring Services; (e) your participation in fraudulent or illegal activities; (f) your withdrawal of consent to allow Starlink to use your personal data to comply with applicable laws as described in the Starlink Privacy Policy; (g) your failure to pay any fees owed for Services if you have not cured such non-payment within 24 days from the date of your invoice; or (h) its convenience after proper notice.

## **7. LIMITED WARRANTY, DISCLAIMERS, REMEDIES, AND LIABILITIES.**

1. **Limited Warranty.** The Starlink Kit and Services are subject to the following Limited Warranty.
2. **DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 7.1 (LIMITED WARRANTY), STARLINK PROVIDES THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY, CONDITION OR REPRESENTATION. STARLINK DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
3. **LIMITATIONS OF LIABILITY.** STARLINK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, 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 OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. STARLINK'S LIABILITY UNDER THESE TERMS FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO STARLINK UNDER THESE TERMS OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. 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 STARLINK 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.

4. **ASSUMPTION OF RISK.** YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

## 8. COMPLIANCE.

1. **General.** Customer agrees to comply with all laws and regulations applicable or related to the performance of obligations under this Agreement.
2. **Privacy.** Starlink processes personal information as described in its Starlink Privacy Policy, as amended from time to time.
3. **Acceptable Use Policy.** You agree not to use, or permit others to use, the Services in ways that (a) violate any applicable law or applicable regulation, (b) violate the Starlink Acceptable Use Policy, or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, or (d) interfere with the users, Services, or Starlink Kit of the Starlink network or other networks. You are responsible for complying with the terms for any third-party services (e.g., video streaming or gaming apps) that you subscribe to using Starlink Services.
4. **International Trade Laws.** You must comply with all applicable International Trade Controls in the context of this Agreement, including applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations. You acknowledge that you are only authorized to access Services at the location identified on your Order or otherwise authorized by Starlink, and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Controls.
5. **Modifications to Starlink Products & Export Controls.** Starlink Kits and Services are commercial communication products. Off-the-shelf, Starlink

can provide communication capabilities to a variety of end-users, such as consumers, schools, businesses and other commercial entities, hospitals, humanitarian organizations, non-governmental and governmental organizations in support of critical infrastructure and other services, including during times of crisis. However, Starlink is not designed or intended for use with or in offensive or defensive weaponry or other comparable end-uses. Custom modifications of the Starlink Kits or Services for military end-uses or military end-users may transform the items into products controlled under U.S. export control laws, specifically the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130) or the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774) requiring authorizations from the United States government for the export, support, or use outside the United States. Starlink aftersales support to customers is limited exclusively to standard commercial service support. At its sole discretion, Starlink may refuse to provide technical support to any modified Starlink products and is grounds for termination of this Agreement.

6. **Security Measures.** You acknowledge that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).

## 9. INDEMNIFICATION.

You agree to compensate and hold harmless Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Terms, any and all uses of your account, and your use of the Services. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the Acceptable Use Policy, or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Terms.

## 10. NO UNAUTHORIZED TRANSFERS; ASSIGNMENTS, OR ACTS OF AGENCY.

1. **Transfers and Assignments.** You may not assign, sell, or transfer this Agreement, software installed on the Starlink Kit, or access to Services

without Starlink's consent as described under Section 6.5. Unauthorized transfers or assignments will be null and void. Starlink may terminate this Agreement for cause if you attempt to transfer Services or this Agreement. If your Starlink Kit is stolen, destroyed or otherwise removed from your premises without your authorization, you must provide notice via the Starlink Customer Portal immediately, or else you may be liable for payment for unauthorized use of the Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else. Starlink can assign its rights and obligations under these Terms, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion, and Services may be provided by one or more legally authorized Starlink affiliates.

2. **Acts of Agency.** You must create a Starlink account and enter into this Agreement for the Services in your own name. You cannot use an agent or any other representatives to purchase the Services or deal with Starlink, except where an agent or representative is (a) a household or family member, or personal caregiver, of the account holder, (b) an employee, director or officer of the account holder; or (c) any other person expressly approved by Starlink. You warrant that you have not purchased Starlink via a commercial third-party, are not acquiring the Service as part of bundled service offering provided by a commercial third-party, and have not and will not make payment to any commercial third-party in connection with the Services, except where expressly authorized by Starlink. A list of Authorized Starlink Resellers can be found in the FAQs at <https://support.starlink.com/>. Starlink reserves the right to seek information from you confirming these affirmations. Failure to follow the terms of this Section is a breach of this Agreement that may result in the termination of the Agreement for non-compliance.

## 11. GOVERNING LAW.

For Services provided to, on, or in orbit around the planet Earth or the Moon, this Agreement and any disputes between us arising out of or related to this Agreement, including disputes regarding arbitrability ("Disputes") will be governed by and construed in accordance with the laws of the State of California in the United States. For Services provided on Mars, or in transit to Mars via Starship or other spacecraft, the parties recognize Mars as a free planet and that no Earth-based government has authority or sovereignty over Martian activities.

Accordingly, Disputes will be settled through self-governing principles, established in good faith, at the time of Martian settlement.

## **12. AGREEMENT TO ARBITRATE.**

1. **Please carefully read Section 12 (Agreement to Arbitrate), which applies to any Disputes between you and Starlink.**
2. **Under these Terms, you and Starlink each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the United States Commercial Arbitration Rules of the AAA. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).**
3. **Notice of Dispute.** If you have a Dispute, before initiating arbitration, you must send a written notice to [starlinkresolutions@spacex.com](mailto:starlinkresolutions@spacex.com) describing your issue and your desired resolution. If your Dispute has not been resolved within 60 days of submitting a notice, you may initiate arbitration as described above.
4. **Arbitration Costs and Fees.** If you commence an arbitration against Starlink pursuant to this binding arbitration clause, Starlink will pay the arbitration fees and expenses imposed by the AAA directly. However, if the arbitrator finds your claim is frivolous or brought for an improper purpose, then Starlink may seek reimbursement of any or all fees and expenses paid to AAA for the arbitration.
5. **PROHIBITION ON CLASS ARBITRATION. YOU AND STARLINK AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND STARLINK MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR STARLINK AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND**



ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF  
WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

## 13. GENERAL PROVISIONS.

1. **Customer Support.** Customer support is available for the Services and the Kit on the Starlink Customer Portal and <https://support.starlink.com/> for customers who have signed into the Starlink Customer Portal. You acknowledge and agree that Customer support provided over the phone may be recorded for training and quality purposes.
2. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
3. **Eligibility.** You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services.
4. **Records.** You should keep copies of these Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records. Starlink reserves the right to substitute, change, cancel, or add to any part of these Terms at any time upon notice to you and your continued use of the Services constitutes agreement to the updated Terms. Starlink will notify you prior to materially changing its Terms. Visit the Starlink Customer Portal for the most current Terms.
5. **Electronic Delivery Policy, Customer Consent, and Notices.** You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, "Notices") provided by Starlink or its affiliates via paper and/or electronic delivery at Starlink's sole discretion. Starlink may deliver or display Notices to you by email or pop-up window, or by posting a message on the Services or the Starlink Customer Portal. You may receive periodic texts, emails, or other communications from Starlink, such as notices regarding expiration of your account and changes to these Terms.
6. **No Waiver.** No waiver by Starlink of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by Starlink of any right under these Terms will be construed as a waiver of any other right. Starlink will not be required to give notice to enforce strict adherence

of these Terms. A waiver must be provided in writing by an authorized representative of Starlink to be effective.