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Contract Number

25-715

SAP Number

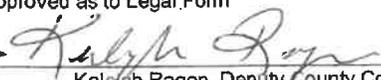
Innovation and Technology Department

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	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	1201404048

Briefly describe the general nature of the contract: Non-financial Terms of Service with Space Exploration Technologies Corp., including non-standard terms, for Starlink satellite-based internet services 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

► 
Raleigh Ragon, Deputy County Counsel

Date 8/29/25

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).

Service Commitments.

Applicability. This Section 1 applies to your Order and Services if you selected a service commitment at checkout at www.starlink.com or through an authorized retail channel, or have otherwise selected a service commitment. In the event this Section 1 applies to your Order, and conflicts with other terms in this Agreement, Section 1 controls.

Service Commitment. By selecting a service commitment and completing your Order, you agree to continuously subscribe to the Services specified in your Order for a minimum of 12-months (“Service Commitment”). The 12-month period begins at the Payment Due Date and ends 12-months after (“Commitment Period”). You will receive a free Kit in connection with the Service Commitment.

Change Fee. During the Commitment Period, if you take any action to change the Services specified in the Order, a \$325 change fee will be immediately applied to your current payment method (“Change Fee”). Your actions that change the Services include but are not limited to cancelling a service plan, changing to a different service plan, changing your service address, and transferring the Services or Kit to another person. The Change Fee will also be applied if, during the Commitment Period, you fail to pay any fee for Services by the due date specified on the invoice, or Starlink terminates this Agreement for a breach of your obligations under this Agreement.

Kit Return and Full Refund. If you exercise your right to return the Kit during the initial trial period specified in Section 6.3, or any applicable statutory right of withdrawal, a Change Fee will not be applied.

Conclusion of Service Commitment. At the conclusion of the Commitment Period, or your payment of the Change Fee, Section 1 will no longer apply to the Order. For clarity, the remainder of this Agreement will continue to apply for the duration of your Services.

Recourse. Starlink reserves all legal rights and remedies to pursue monies owed because of your breach of your Service Commitment. This may include the referral of your account to a collection agency or the filing of a report with a credit reporting agency, consistent with applicable law.

Modified Terms. In the event you are provided a statutory right of termination, for example, due to a modification by Starlink to this Agreement, you will not be charged the Change Fee. However, Starlink is entitled to require that you return a Starlink Kit that you received free of charge or at a reduced price in connection with a Service Commitment. If you do not return such a Kit in these circumstances, Starlink may charge your payment method for the Change Fee.

Deposit.

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 2 applies to you.

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.

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.

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.

Agreement to Purchase or Rent the Starlink Kit and Services.

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. Notwithstanding the foregoing, if you purchase a Priority Plan (as described in the Service Plan Descriptions, you may resell access to the Services as community Wi-Fi or a “hotspot” to third-parties, such as to hotel guests or boat passengers. 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.

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 Order. Starlink will transfer title to the Starlink Kit and any accessories to you upon delivery to customer's location.

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 ; 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 Residential Service Plans for residential use as described in the Service Plan Descriptions; however, at Starlink’s sole discretion, rental Kits may be made available for Priority and Roam Service Plans. The option to rent a Starlink Kit is not available in all locations.

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; and

b) Priority Plan Top-Up Data. 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”). Even if you do not use Services in a given month (unless your Service Plan is eligible to be paused), the monthly Service fee is due each month. 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.

c) Monthly Kit Access Fee. For Priority Plans only, you will be charged a fee to access the Starlink network (“Monthly Kit Access Fee”) as described in the Order

Regional Savings. Your Order may be eligible for regional savings depending on the location of your Service address and the Service Plan you choose. If you change your Service address or Service Plan, or fail to activate your Kit within 30 days of shipment, you may be charged the original savings amount. Additional details can be found in the Starlink FAQs.

Additional Subscription Discounts. You may be offered the opportunity to add a limited number of additional "family discount" subscriptions to your account, which may include a discounted Starlink Kit and/or monthly subscription price. The Service Plans and Starlink Kit versions eligible for these discounts, and transferability to other users and Service Plans, may be limited. You must maintain eligibility for these discounts by continuing to subscribe to at least one full price Service offering on the same account. If you cancel the full-price subscription, the discount will be immediately removed from another subscription on your account, which will then be billed at full-price. You remain responsible for compliance with these Terms and all Starlink policies, including payment of all amounts, for any additional subscription added to your account. Learn more about family plans in the Starlink FAQs.

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.

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.

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.

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.

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.

Outside Region Fee. A Starlink Kit activated outside of the region it was originally purchased may be subject to an "Outside Region Fee." Due to foreign exchange volatility and local

taxes, the amount of the Outside Region Fee may be subject to slight variation. Additional details can be found in the Starlink FAQs, including a map showing countries by region.

Demand Surcharge. Your Order may be subject to a one-time additional charge depending on the location of your Service address, the Service Plan you choose, and the Starlink Kit model you select ("Demand Surcharge"). If you change your Service address or Service Plan at a later date, you may be required to pay the Demand Surcharge. Additional details can be found in the Starlink FAQs.

Starlink Kit Installation.

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.

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.

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 WITHOUT STARLINK'S PRIOR WRITTEN CONSENT (WHICH WOULD INCLUDE SIGNING NEW OR ADDITIONAL TERMS AND CONDITIONS WITH STARLINK). 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 Starlink FAQs for a description of the Starlink Kit models designated for in-motion use.

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. If no in-motion specific mount is available from Starlink, you are responsible for ensuring the Starlink Kit is installed properly and safely.

Service Plans.

For a description of your Service Plan, please review the Service Plan Descriptions. The Service Plan Descriptions are incorporated herein by reference and form a part of this Agreement

Changes, Cancellation, Returns, Transfers and Termination.

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), 5.3 (Kit Return and Full Refund) and 5.4 (Rented Kit Returns and Fees) by continuing to use the Services you agree to any changes.

Service Cancellation. Subject to any applicable Service Commitment and Change Fee, 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 2.3 (Refundable Deposit) and 6.3 (Kit Return and Full Refund).

Kit Return and Full Refund. You may return an undamaged, untampered and unmodified Starlink Kit and any accessories purchased on starlink.com 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, the Monthly Kit Access Fee and the Demand Surcharge. To return the Starlink Kit or any accessories, follow instructions in the Return Policy in the Starlink Customer Portal.

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 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 Residential Service Plans; however, at Starlink's sole discretion, renting Kits may be made available for Priority or Roam Service Plans as described in the Service Plan Descriptions.

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.

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.

Limited Warranty, Disclaimers, Remedies, and Liabilities.

Limited Warranty. The Starlink Kit and Services are subject to the following Limited Warranty.

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.

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.

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.

Compliance.

General. Customer agrees to comply with all laws and regulations applicable or related to the performance of obligations under this Agreement.

Privacy. Starlink processes personal information as described in its Starlink Privacy Policy, as amended from time to time.

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.

International Trade Laws. You must comply with all applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations (collectively, "International Trade Laws"). 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 Laws.

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.

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).

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 Starlink Kit and 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.

No Unauthorized Transfers; Assignments, or Acts of Agency.

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.

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.

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 Texas 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.

Agreement to Arbitrate.

Please carefully read Section 12 (Agreement to Arbitrate), which applies to any Disputes between you and Starlink.

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.

Notice of Dispute. If you have a Dispute, before initiating arbitration, you must send a written notice to 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.

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.

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.

General Provisions.

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.

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.

Eligibility. You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services.

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.

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.

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.