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



Contract Number		
SAP Number	_	

# **County Administrative Office**

Department Contract Representative	Steven Raughley
Telephone Number	909-387-4812
Contractor	Space Exploration Technologies Corp.
Contractor Representative	Jonathan Hofeller
Telephone Number	1-310-363-6454
Contract Term	March 15, 2021-March 14, 2022
Original Contract Amount	
Amendment Amount	
Total Contract Amount	\$61,464 plus applicable taxes
Cost Center	1100001000
	-

#### Briefly describe the general nature of the contract:

The County desires to enter into an agreement with SpaceX for its Beta two-way satellite-based internet service and equipment. The agreement consists of the Starlink Beta Enterprise Service Terms (including Terms, Starlink Acceptable Use Policy, Starlink Privacy Policy, Software License) and the Starlink Service Order and Statement of Work. Approval of this item will allow the County to initiate services with SpaceX to provide a means to potentially receive viable and robust internet service in remote or infrastructure challenged areas where high speed internet is unavailable. This may enhance service availability which could potentially improve information technology and communication services.

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<b>&gt;</b>	<b>&gt;</b>	<b>&gt;</b>
Penny Alexander-Kelley, Chief Assistant County Counsel		
Date	Date	Date



#### SERVICE ORDER & STATEMENT OF WORK

GENERAL INFORMATION				<u></u>	
Customer Name		County of San Bernardino			
Customer Corporate Address		385 N. Arrowhead Avenue - San Bernardino, CA 92415			
Customer Point of Contact (Name, Phone, Email)		Jake Cordova, Information Services Department, 909-388-0503, jake.cordova@sbcounty.gov			
Customer Technical Contact (Name, Phone, Email	1)	David Robbins, Information	on Services Department, 909	-388-0553, david.robbins@sbcounty.gov	
EQUIPMENT					
Equipment Provided By SpaceX		. 11: (100.0) 1	. WEND . III	13.6	
Standard Starlink Kit includes Starlink Dish, Indoor F	ower Supply, Cat	be cabling (100 ft) and connec	ctors, W1-F1 Router, Universa	il Mount.	
SERVICE		12 4 6 6 : 6	D . *		
Service Term Customer can cancel Services at any time. This Service Term represents the		12 months from Service S	Start Date"		
period of time SpaceX commits to providing Services. After the					
expires, unless extended, the Agreement will continue on a mo	nth-to-month basis				
for both parties.		ED: OF H	"I Y Y O TO Y I'I O O O O O	1	
Expected Use Case			il, VOIP, Video Conferencin	g, browsing)	
Please check all that apply.			Large Data Transfers, VPN)		
***		☐ Entertainment and Med			
			um number of expected simu	lltaneous users:	
		☐ Guest Wi-Fi Access			
		☐ Data Trunking (machin	· · · · · · · · · · · · · · · · · · ·		
		☐ Real-time Monitoring (	critical machines / security /	video)	
		T U	Pre- 9 am □ 9-5 □ 5pm to N		
	_	Requested Equip.	Service Start Date*	Service	
Service Location(s) (Physical address, country, Lat/	Long, or	Delivery Date			
geographical range for mobile applications)		M 1 15 2021	M 1 15 2021	D : IID : Em : C :	
1. 33900 Oak Glen Rd, Yucaipa, CA 92399		March 15, 2021	March 15, 2021	Business++ Best Effort Service	
2. 3.					
				1	
☐ Check here if more sites listed on additional page		7			
Starlink Kit Delivery Address: 🗌 Same as Servic	e Location(s) or D	☑ 670 East Gilbert Street, S	an Bernardino, CA 92415		
CHARGES AND PAYMENTS (\$USD)					
Equipment Sub Total	\$7500	Total Year 1 Charges:	71 /IC 1 1. TC )	\$61,464	
D	-i C		Shipping/ Excluding Taxes)		
Payment: Beneficiary: Space Exploration Technologies Corp. Account Name: STARLINK COLLECTIONS Bank: Citibank N.A. Address: 111 Wall Street, New York, New York 10043 ABA Routing for ACH and Wire #: 021000089		Payment Contact Name: Stephenie Shea, Finance and Administration			
		Phone: 909-387-4919			
		Email: Stephenie.Shea@cao.sbcounty.gov			
		Estimati. Stephenic. Stediogedo. Socodiny. gov			
Account #: 31249212	00005				
STATEMENT OF WORK					
Customer acknowledges that at the Service Start Date	, the Starlink servi	ce is still in Beta and the serv	ice is likely to experience into	ermittent outages.	
-					
		.911			
Customer understands and agrees the Starlink Kit and d/or Activation Dates described above may be extend		C1 ,	1 , 3	hange, and that the Shipment	

The Agreement between Customer and SpaceX consists of the terms of this Service Order & Statement of Work, and the following terms attached hereto as though incorporated herein: (1) Starlink Beta Enterprise Services Terms applicable to your country, (2) Starlink Acceptable Use Policy, (3) Starlink Privacy Notice, and (4) Software Usage Terms and Restrictions.

Space Exploration Technologies Corp.		County of	County of San Bernardino	
By:		By:		
Name:	Jonathan Hofeller	Name:	Curt Hagman	
Title:	Vice President of Starlink Commercial Sales	Title:	Chairman, Board of Supervisors	
Date:		Date:		

#### STARLINK

# Starlink Beta Enterprise Service Terms

Space Exploration Technologies Corp. ("SpaceX") offers two-way satellite-based internet service ("Services") and equipment ("Starlink Kit") to you, the customer, subject to these Starlink Beta Enterprise Service Terms ("Terms"). These Terms and the details you agree to in your order when you apply for Services ("Order") form the entire agreement between you and SpaceX ("Agreement").

# 1. Purchasing Starlink Kit and Services.

- 1.1 **Services.** SpaceX will provide the Services and the Starlink Kit for use exclusively at the Service Locations provided in your Order.
- 1.2 **Title to Starlink Kit.** SpaceX transfers title to the Starlink Kit and any optional Accessories to you at the time of shipment.
- 1.3 Agreement Duration. SpaceX will start providing Services to you on the Activation Date and for the time period described in the Order (Service Term). As described in Section 3.2 (Cancellation Rights) you can stop the recurring payment and cancel Services at any time via the Starlink Customer Portal or through your Starlink account representative.
- 1.4 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 SpaceX posts on the Starlink Customer Portal. SpaceX reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, except as expressly granted in this Agreement.

- 1.5 Payments. You have to pay a one-time purchase price for the Starlink Kit(s) and any Accessories selected on the Order. For Services, you must pay Monthly Recurring Charges in accordance with the Service plan selected. Starting on the Shipment Date described in the Order, you authorize SpaceX to charge your approved payment method, or otherwise invoice you, for (a) the one-time purchase price of the Starlink Kit(s) and any Accessories; and (b) on a monthly, recurring basis, for Starlink Services.
- 1.6 Payment Method. Invoices are payable on demand using payment methods selected on the Order. If the credit card or ACH payment option is selected, you authorize SpaceX to charge a one-time payment for the Starlink Kit(s) and a Monthly Recurring Charge for the Service for the amount listed in the Order. If there is a change to your bank or card account information, including expiration date, you must update your payment information in your Starlink Account to avoid suspension or termination of Services.

  SpaceX may also update your payment method with information provided by the payment service providers. You authorize us to continue to charge your payment method following any update to your information.
- 1.7 Taxes, Fees, Surcharges. In addition to the Starlink Kit purchase price and recurring charges for Services, we may collect or request reimbursement for taxes and other fees and surcharges, as required by law, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass for which we do not collect and remit on your behalf. You are also responsible for any additional government fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the provision, sale, or use of the Services or Starlink Kit.
- 1.8 Payment Disputes & Suspended Service. Disputes on your Starlink bill should be handled via 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.

## 2. Starlink Kit Installation.

You are responsible for installation of the Starlink Kit in a location that has a clear field of view per the Install Guide available in the Starlink Customer Portal. It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals related to the designated installation location applicable to the Services and the installation of the Starlink Kit. You are responsible for paying any associated fees or other charges, and to obtain any permits or authorizations necessary for the Services and the installation of the Starlink Kit. Should use of the Services require any construction or alteration to your property, SpaceX is not obliged to restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of your roof or roof membrane.

# 3. Changes and Cancellation.

- 3.1 Changes. SpaceX may change or discontinue Service Plans, prices, these Terms, and Starlink Specs from time to time. By continuing to use the Service you agree to any changes.
- 3.2 Cancellation Rights. You can stop the recurring payment and cancel Services at any time via your Starlink Account located within the Starlink Customer Portal. You are not entitled to any refunds, except as set forth under Sections 3.3 (Cancellation, Return and Full Refund) or 3.4 (Cancellation, Return and Partial Refund).
- 3.3 Cancellation, Return and Full Refund. You may return an undamaged Starlink Kit within 30 days of receipt for a full refund for any reason, including the inability to receive Services at your address due to field of view issues. To return the Starlink Kit, follow instructions in the Return Policy in the Starlink Customer Portal.
- 3.4 Cancellation, Return and Partial Refund. SpaceX will offer you (a) an option to return and replace your Starlink Kit for a valid warranty claim based on Section 4.3 (Limited Remedies); or (b) a partial refund on your Kit if SpaceX implements a Substantial Change

within 12 months of the date SpaceX accepts your Order. Such partial refund will be calculated on a 12 month straight-line depreciation basis of the Kit(s). Substantial Change means a downward correction of performance goals in the Starlink Specs by more than 50%.

# 4. Limited Warranty, Disclaimers, Remedies and Liabilities.

- 4.1 Limited Warranty. The Starlink Kit and Services are novel, still in a beta testing phase, under development, and subject to change. SpaceX will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals set forth in Service Level Agreement ("SLA") and SpaceX's specifications ("Starlink Specs"), as amended by SpaceX from time to time based on experience and innovation.
- 4.2 **Exclusions and Force Majeure.** SpaceX is not responsible for damage to the Starlink Kit after delivery, or operation of the Starlink Kit or the Services resulting from manual repointing of the antenna; repair, modification or disassembly of Starlink Kit by anyone other than SpaceX or its authorized agent; failure to follow instructions, including obstructing the Starlink Kit's field of view; fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; spills of food or liquids on Starlink Kit; planned or emergency maintenance on the network; problems with your electrical power or network equipment; misuse, abuse, accident, vandalism, alteration, or neglect; normal wear and tear or deterioration, or superficial defects, dents, marks that do not impact performance of the Starlink Kit; use in combination with devices not provided or approved by SpaceX; inability to obtain or maintain necessary permissions, authorizations or permits; or events not reasonably within SpaceX's control.
- 4.3 **Limited Remedies.** If the Starlink Kit fails to meet the limited warranty standard set forth in Section 4.1 (Limited Warranty) and SpaceX receives a valid, detailed, written warranty claim from you within 12 months after delivery of the Starlink Kit, Starlink will cure the discrepancy within 30 days of receiving your claim, including, at SpaceX's choice, by replacing or repairing your Starlink Kit with a new, different or refurbished device or

part. This device will be covered by the limited warranty for the greater of 3 months or the remainder of the original 12 month warranty period. If Starlink Services do not meet obligations under the SLA of your plan, SpaceX will credit you for service unavailability as described in the SLA. The remedies set forth in this Section 4.3 (Limited Remedies) are your sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by SpaceX.

- 4.4 **DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 4.1 (LIMITED WARRANTY), SPACEX PROVIDES THE STARLINK KIT AND SERVICES "AS IS," WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. SPACEX DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- 4.5 LIMITATIONS OF LIABILITY. SPACEX WILL NOT 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 OR DAMAGES RESULTING FROM THE KIT INSTALLATION. REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. SPACEX'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 SPACEX UNDER THESE TERMS OVER THE SIX MONTHS PROCEEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS SET FORTH IN 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 WHETHER SPACEX WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS 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.

4.6 **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.

# 5. Compliance

- 5.1 Privacy. SpaceX processes personal information as described in its Starlink Services
  Privacy Policy, as amended from time to time.
- 5.2 Acceptable Use Policy. You agree not to use, or permit others to use, the Services in ways that (a) violate any law or applicable regulation, (b) violate

  SpaceX's Acceptable Use Policy, or other policies available on the Starlink Customer Portal, (c) infringe the rights of others, (d) interfere with the users, services, or Starlink Kit of the Starlink network or other networks or (e) are outside the Expected Use Cases described the Order. You are responsible for complying with the terms for any third party services that you subscribe to using Starlink Services.
- 5.3 **NDAs.** Each party will comply with any written confidentiality or non-disclosure agreement signed by the parties.
- 5.4 Trade Laws. You must comply with all applicable International Trade Controls in the context of these Terms, including applicable export control, economic sanctions, customs/import and anti-corruption laws and regulations. You represent that you are not located in any country or territory that is subject to comprehensive country or territory-wide sanctions (currently, U.S. embargoes apply to the Crimea region, Cuba, Iran, North Korea, and Syria). You will not divert Starlink Kit or Services to end users or for end uses that are prohibited under International Trade Controls.
- 5.5 **No Resale.** You may only provide access to the Services to employees and individual independent contractors of your company and your subsidiaries and affiliates. Unless

agreed to by the parties in the Order, you may not resell or provide access to the Services to others as a stand-alone service.

# 6. Marketing and Branding.

Without prior written consent, neither party may use the other party's trade names, trademarks, logos, domain names, and other distinctive brand features.

## 7. Indemnification.

You agree to defend and indemnify SpaceX against any third party claims against SpaceX based your use of Starlink Services. This includes, but is not limited to, if you or anyone using your account uses Starlink Services in ways that are (i) illegal or violate these Terms or SpaceX's Acceptable Use Policy (for example illegally downloading movies or music without paying for them); or (ii) negligent, reckless or intentionally wrongful.

# 8. No Transfers, Assignments.

You may not assign, sell or transfer this Agreement, software installed on the Starlink Kit, or access to Services. Any attempted transfer or assignment will be null and void. SpaceX 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 of unauthorized use of your Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else. SpaceX can assign 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.

# 9. Termination by SpaceX.

SpaceX 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 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; or (f) your failure to pay any fees owed for Services if you have not cured such non-payment within 30 day period of receiving a request to cure from SpaceX.

# 10. Governing Law.

For Services provided to, on, or in orbit around the planet Earth or the Moon, these Terms and any disputes between us arising out of or related to these Terms, 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 colonization ship, 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.

# 11. Agreement to Arbitrate.

- Please carefully read section, which applies to any Disputes between you and SpaceX.
- 11.2 Under these Terms, you and SpaceX 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.
- 11.3 **Notice to Dispute.** If you have a Dispute, before initiating arbitration, you must send a written notice to spacexlegal@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.
- 11.4 **Arbitration Costs and Fees.** If you commence an arbitration against SpaceX pursuant to this binding arbitration clause, SpaceX 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 SpaceX may seek reimbursement of any AAA fees and expenses it has paid in your behalf.
- 11.5 PROHIBITION ON CLASS ARBITRATION. YOU AND SPACEX 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 SPACEX 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 SPACEX 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.

## 12. General Provisions.

- 12.1 Eligibility. You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services. Enrollment limits may apply. Offers are contingent upon product availability. Services and Starlink Kit may not be available in all locations.
- 12.2 **Records.** You should keep copies of these Service Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records.

  SpaceX 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. Visit the Starlink Customer Portal for the most current Terms.

- 12.3 Electronic Delivery Policy, Consent and Notices. You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, "Notices") provided by SpaceX or its affiliates via paper and/or electronic delivery at SpaceX's sole discretion. SpaceX 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 SpaceX, such as notices regarding expiration of your account and changes to Service Terms.
- 12.4 **No Waiver.** No waiver by SpaceX of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by SpaceX of any right under these Terms will be construed as a waiver of any other right. SpaceX 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 SpaceX to be effective.
- Additional Contracts. For Services provided outside the United States, you or your local affiliate may be required to enter into a separate local country addendum/agreement with the respective SpaceX affiliate that provides the local Service(s). Such SpaceX affiliate may bill you or your local affiliate for the respective local Service(s).

#### Effective July 1, 2020

#### Starlink Acceptable Use Policy

This Acceptable Use Policy ("AUP") describes the acceptable use by you of SpaceX's two-way satellite-based Starlink internet service ("Services") and the related equipment ("Starlink Kit"). The AUP is a material part of your agreement with SpaceX ("Service Terms"). The AUP allows SpaceX to provide its customers with the best Services possible while also complying with the laws and regulations governing use of the internet. BY USING THE SERVICES YOU AGREE TO BE BOUND BY AND COMPLY WITH THE AUP.

AUP VIOLATION EXAMPLES. The following are examples of conduct which may lead to the suspension or termination of your Services: (1) accessing without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of SpaceX or any other entity, or to penetrate the security measures of SpaceX or any other person's computer system, or to attempt any of the foregoing; (2) transmitting uninvited communications, data or information, or engaging in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (3) interception, interference with or redirecting email or other transmissions sent by or to others; (4) introducing viruses, worms, harmful code or Trojan horses on the Internet; (5) engaging in conduct that is defamatory, fraudulent, obscene or deceptive; (6) violating SpaceX's or any third party's copyright, trademark, proprietary or other intellectual property rights; (7) engaging in any conduct harmful to the Starlink network, the Internet generally or other Internet users; (8) using the Services or Starlink Kit to violate any rule, policy or guideline of SpaceX; (9) using the Services or Starlink Kit in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (10) downloading or using the Services in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, or using the Services or Starlink Kit in violation of other International Trade Controls described in the Service Terms.

THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT. SpaceX respects the intellectual property rights of third parties. You may not store any material or use Starlink Services or the Starlink Kit in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is SpaceX's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, SpaceX expressly reserves the right to suspend, terminate or take other interim action regarding the Services if, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action.

**EXCESSIVE USE OF NETWORK RESOURCES.** SpaceX reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns to optimize services and preventing the distribution of viruses or other malicious code. SpaceX reserves the right to immediately restrict, suspend or terminate your Services without further notice in order to protect the network and minimize congestion caused by unauthorized use.

AUP ENFORCEMENT AND NOTICE. Failure to observe the restrictions and guidelines associated with this AUP may result in SpaceX taking actions that may range from a warning to a suspension or termination of Services. SpaceX reserves the right to act immediately and without notice to restrict, suspend or terminate Services, if it determines that your conduct may: (1) expose SpaceX to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of SpaceX's Services or any network(s) with which SpaceX is interconnected; (3) interfere with another SpaceX customer's use of the Services; (4) violate any applicable law, rule or regulation, including, but not limited to, copyright or any other intellectual property infringement; or (5) otherwise present an imminent risk of harm to SpaceX or its customers. In the event of the termination of your Services by reason of the violation of this AUP, all applicable Starlink Kit charges will apply. Except as expressly provided herein, the rights and remedies of SpaceX are cumulative and not exclusive of any rights or remedies that SpaceX may otherwise have at law or in equity.

**REVISIONS; RESERVATION OF RIGHTS.** SpaceX reserves all rights, including the right to revise, amend or modify this AUP or any other SpaceX policy at any time, by sending you a Notice in accordance with the Service Terms. Such changes will

become effective on the date SpaceX sends them to you. Your continued use of the Services will constitute your acceptance of any such changes to the AUP or other Policy. If you does not wish to continue Services after a change that is materially disadvantageous to you, you may terminate Service via your Starlink Account at any time.

10/01/2020\_v.1

Privacy Policy
Intellectual Property

# Starlink Privacy Policy

Last updated January 1, 2021

We don't sell your personal information, but we still have to tell you what we collect from you and how we use it. We may update this policy from time to time. Your continued use of this site indicates your agreement to the updated terms. If you use the Starlink services through your organization's subscription, please ask your organization's administrator for information about how we process your personal information.

# 1. What Personal Information Do We Collect and How Do We Collect It?

We collect specific types of personal information directly from you.

Click here to learn more. >

Depending on how you interact with our website, we may collect the following personal information about you, which we have grouped together as follows:

- Identity Data, which may include first name, last name, title.
- Contact Data, which may include delivery/service address, email address, and phone numbers.
- Profile Data, which may include username and password, purchases or orders made by you, customer service requests, your interests, preferences, feedback and survey responses; and preferences in receiving marketing and non-marketing communications from us.
- · Financial Data, which includes payment card details.

- Transaction Data, which includes details about payments to and from you and other details of products and services you have purchased from us.
- Website Technical Data, which includes the following information if you use our
  online portal and services: Internet protocol (IP) address, browser type and version,
  time zone setting and location, browser plug-in types and versions, operating system
  and platform, and the ways in which you use or interact with our online portal and
  services.
- Customer Technical Data, which includes data about throughput delivered to you
  over time, service connectivity, latency, quality metrics, sky obstruction data, device
  orientation and location, WiFi quality metrics, WiFi device information, and the public
  IP address information assigned to you over time.

# 2. How and Why Do We Use Personal Information?

We only use your personal information for specific business purposes related to the goods and services we provide.

Click here to learn more. Y

#### How and Why Do We Use Personal Information?

Below are descriptions of the purposes for which we may use certain groups of personal information as described in Section 1.

Purpose of Use	Group of Personal Information Concerned
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#### **Purpose of Use**

- **Group of Personal Information Concerned**
- To process and deliver customer orders
- To manage payments, fees and charges
- To manage our relationship with customers, such as communicating with them about our goods and services, providing customer service, and notifying them of changes to our terms or privacy policy
- To administer and protect our business and services, including troubleshooting, and performing data analysis, testing, system maintenance, support, reporting and hosting of data
- To detect, prevent, or otherwise address fraud, security or technical issues, including by monitoring and enforcing compliance with our terms of use, appropriate use policies, and privacy policies
- To defend our interests in the event of a dispute
- To comply in good faith with applicable laws, legal processes, and lawful government requests

- Identity
- Contact
- Profile
- Financial
- Transaction
- Website Technical Data
- Customer Technical Data

- To understand what may be of interest to a customer
- To deliver relevant news, offers and other content to a customer and measure and understand the effectiveness of the content
- To ask and enable a customer to take a survey

- Identity
- Contact
- Profile
- Transaction
- · Website Technical Data

Purpose of Use	Group of Personal Information Concerned
To use data analytics to debug,     optimize, and improve our products and     services, marketing, customer     relationships and experiences	Website Technical Data     Customer Technical Data

# 3. With Whom Do We Share Personal Information?

We do not sell your personal information, but we may share your personal information with the following categories of people:

Click here to learn more. >

- Our Service Providers: We may share your personal information with our affiliates
  and service providers for the purposes we outline above. For example, we may rely
  on service providers to host and maintain our online services, perform backup and
  storage services, process payments, transmit communications, and perform
  analytics services. Our service providers are currently located and process personal
  information in United States and the United Kingdom.
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