



# Inmarsat Leasing Services

## Terms and Conditions - United States, Canada, Mexico, Central and South America

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customer(s)") purchasing and using Inmarsat leased space segment capacity services ("Services") offered by Inmarsat Solutions (Canada) Inc. ("Inmarsat"). Inmarsat agrees to provide the Services from time to time and Customer will take and pay for such Services as set forth in these Terms and Conditions. (Each of Inmarsat and Customer a "Party" and collectively the "Parties").

### 1. SERVICES

- (a) Inmarsat's obligation to provide the Services and Customer's obligation to buy the Services will be subject to the availability of leased capacity, provided that leased capacity that is available with a start date within thirty (30) days after the desired target start date requested by Customer. Inmarsat and Customer will cooperate to obtain capacity that meets the specifications the Customer's request, and will do so in accordance with the Inmarsat Policy Relating to Leases of Inmarsat Space Segment Capacity (which Inmarsat will provide at Customer's request). If lease capacity that meets the Customer's requested specifications is unavailable, the Parties will negotiate regarding the possibility of substituting alternative capacity. If the Parties are unable to agree on alternative capacity that is available from Inmarsat, these Terms and Conditions will terminate immediately, and the amount of any monies paid by Customer will be refunded pursuant to Article 5.
- (b) Inmarsat will provide to Customer the Services in accordance with the Lease Ordering Procedures in Attachment 1 of these Terms and Conditions and as requested by Customer in writing upon receipt from time to time, on Customer's purchase order ("PO") or a signed Quotation Form - Inmarsat High Speed Data Lease(s) ("Quotation Form").
- (c) The specific frequencies to be used for the Services will be assigned by Inmarsat. Customer acknowledges that Inmarsat may change the frequencies or other technical characteristics of the Services. In the event of such changes, Inmarsat will use reasonable commercial efforts to minimize any disruption to Customer caused by such changes.
- (d) Inmarsat will cooperate with the Customer to conduct pre-operational testing of the Services. Such testing will be carried out as authorized by Inmarsat and pursuant to Inmarsat procedures.
- (e) Customer will use the Services (including in pre-operational testing) in accordance with all requirements of these Terms and Conditions. Inmarsat will use commercially reasonable efforts to work with Customer and Inmarsat to assist Customer in meeting such requirements.
- (f) Except as otherwise authorized in writing by Inmarsat:
  - (i) Customer will not communicate directly with Inmarsat regarding the Services and will direct all inquiries through Inmarsat; and
  - (ii) Customer will not resell the Services or permit the Services to be used by any entity other than Customer without Inmarsat's prior written authorization. Should Customer be authorized by Inmarsat to resell the Services, Customer will ensure that its customers are informed of and comply with the provisions of these Terms and Conditions, as applicable, and at the minimum, the Inmarsat Mobile Earth Station Terms and Conditions as set forth in Attachment 2 of these Terms and Conditions.

#### 1a. INMARSAT-B LEASES: USE OF REGIONAL BEAMS

Post repositioning of Inmarsat satellite constellation, Inmarsat-B lease services for 98W, 25E and 143.5E will transition to regional beam service via the I4 satellites. Global beam lease service remains available on 142W and

109E. There are two categories of channels within the regional beam service: (1) Anchor Channels, and (2) General Access Channels.

- a. **Anchor Channels.** Anchor Channels are regional beam channels that are specifically reserved for Customer's use within specified regional beams. Each existing global beam channel will be converted to one Anchor Channel, and existing global beam leases will need to be distributed across the required regional beams.
- b. **General Access Channels.** Subject to the availability of satellite resources, Inmarsat may make additional leased channels available for use; these additional channels will be referred to as General Access Channels. These General Access Channels will provide limited roaming capabilities for Customer users who move outside of the relevant spot beam(s) in which the user's Anchor Channels are positioned. General Access Channels may be provided in one or more spot beams adjacent to the spot beam(s) in which an Anchor Channel has been provided. Access to General Access Channels is not guaranteed. General Access Channels are accessible to all users, including non-Inmarsat lease users, on a first-come, first-served basis. Neither Inmarsat nor Inmarsat shall have any liability arising in any way from Customer's inability to access a General Access Channel. In addition, use of an Anchor Channel is not possible when the user travels outside of the relevant spot beam; unavailability of General Access Channels in this case may result in a loss of service. In such cases, Customer will not be entitled to any outage credits under the terms of the Agreement.
- c. **Conversion of General Access Channels to Anchor Channels.** In the event that Customer makes unreasonably large use of a General Access Channel in any spot beam, Inmarsat will have the right at its option to convert such General Access Channel to an Anchor Channel; in this event one of Customer's existing Anchor Channels will be converted to a General Access Channel.
- d. **Changes to Anchor Channel Distribution.** Customer may request a move of channels from one spot beam or satellite to another spot beam or satellite to satisfy operational requirements. Any request for a modification to channel availability that requires a satellite configuration change is subject to satellite resource availability. A satellite configuration change would be required, for example, if Customer requests to move an Anchor Channel to a regional beam where there are no General Access Channels configured. As such, each request will have to be considered by Inmarsat to determine if a satellite configuration change is required. Upon acceptance by Inmarsat, such requests will be implemented within 5 working days if no satellite configuration change is required and if there is no subsequent change requested within these 5 working days. If a requested change requires a satellite configuration change, or there is a subsequent change request within the initial 5 working days, Inmarsat will attempt to implement the change within the 5 working days, but this is not guaranteed. Inmarsat will process requests for changes to Channel Distribution on a first-come, first-served basis.

## **2. EQUIPMENT AND FACILITIES USED BY INMARSAT**

- (a) Inmarsat will provide the Services using the earth station facilities specified on the Quotation Form or Customer's PO. Inmarsat may substitute other earth station facilities, provided that, Inmarsat is otherwise able to satisfy its obligations to Customer regarding the nature, charges for, and quality of the Services.
- (b) The equipment and facilities that Inmarsat uses to provide the Services are owned or operated by Inmarsat. Customer acknowledges that title to such equipment and facilities will remain with Inmarsat.

## **3. TERM**

- (a) **Term.** These Terms and Conditions will take effect on the Effective Date and expire upon conclusion of the term of the provision of the Services as requested in writing by Customer on the PO or Quotation Form, unless earlier terminated pursuant to Articles entitled "Services" or "Default and Termination".
- (b) **Term of Services.** The duration for each of the Services will be as specified on the Quotation Form or Customer's PO, as may be amended from time to time by the Parties.
- (c) Inmarsat advises Customer, without incurring any legal obligation as to extension, that maximum advance notice will facilitate extension and that Inmarsat accords absolute priority to lease renewal orders placed six (6) months or more before expiration of the current lease term.

#### 4. CUSTOMER PURCHASE ORDERS

In the event that Customer submits a PO, Customer understands that such PO will be treated as an administrative document only to add or change Services under these Terms and Conditions. Any terms and conditions on, in or attached to or a part of such PO will not add to, delete from or change any of provisions of these Terms and Conditions.

#### 5. BILLING AND PAYMENT

- (a) Customer will pay Inmarsat the total service cost as specified on the Quotation Form or Customer's PO. Unless expressly stated otherwise, the quoted service cost is for space segment services only and assumes that Customer has arranged for its own ground segment between the selected earth station facilities and the termination destination. If Customer does utilize ground segment provided by Inmarsat, a separate charge will be assessed by Inmarsat to Customer in accordance with Inmarsat's general landline termination rates.
- (b) Inmarsat will invoice and Customer will pay Inmarsat for the Services in accordance with the payment terms set forth Quotation Form or Customer's PO.
- (c) Customer acknowledges its responsibility to provide and pay for all hardware and services required to connect Customer's hardware to the Services. If requested in writing by Customer, Inmarsat, acting as Customer's agent, will order the local exchange, interexchange, or bypass carrier services, and associated hardware, required to connect the Services to Customer's equipment, including the facilities set forth in the Quotation Form. For those services ordered by Inmarsat, Inmarsat will act as Customer's agent in coordinating the troubleshooting and maintenance for such services with the carrier providing the facilities, at no charge to Customer.
- (d) In addition to the amounts specified in subparagraphs (b) and (c) of this Article 5, Inmarsat invoices will include all applicable federal, state, provincial, local and other taxes, not including taxes on the income of Inmarsat, and Customer will be responsible for payment of such taxes.
- (e) In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Company to Inmarsat, or which Company may be required to withhold in respect of any amount due to Inmarsat, such tax, duty, impost levy or like charge shall be for the account of Company and Company shall pay to Inmarsat such an amount as to yield to Inmarsat a net equal to the amount that but for such tax, levy, impost or charge would have been received by Inmarsat. Inmarsat will provide reasonable assistance to Company to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident or a jurisdiction or of its entitlement to benefits under a treaty.
- (f) Inmarsat will provide a credit on Customer invoices for any amount refunded to Inmarsat by Inmarsat as a result of operation problems with or unavailability of the Services.
- (g) Customer must pay all Inmarsat invoices within thirty (30) days of the date of invoice. All payments must be remitted to Inmarsat in US Dollars to the account and payment addresses indicated on the billing invoice received by Customer from Inmarsat.
- (h) Amounts not paid within 30 days of invoice will be subject to an interest charge of the lesser of: (i) one and one-half percent (1.5%) per month or; (ii) the highest rate permitted by law. Customer will pay for any and all collection or litigation expenses, including reasonable attorneys' fees, incurred by Inmarsat in collecting any late payments or late payment fees.
- (i) Customer must pay all undisputed amounts when due. If any portion of the amount invoiced is subject to a bona fide dispute, by Customer, Customer must, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to Inmarsat of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. If the Disputed Amount is resolved in favour of Inmarsat, Customer must pay the Disputed Amount together with interest as provided in this subparagraph (h) of this Article 5 upon final determination of such dispute. Inmarsat will issue any applicable credits to Customer upon resolution of any disputes in favour of Customer. An invoice is deemed to be accepted if no written notice of a dispute is provided before the invoice due date.

## 6. OPERATING PROCEDURES AND CUSTOMER SERVICE

- (a) Customer will follow the procedures ("Procedures") established by the entities that supply services and equipment to Inmarsat ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to Inmarsat. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. Inmarsat will not be liable for Customer's use of the Services in a manner inconsistent with the Procedures provided by Suppliers.
- (b) Inmarsat operates an International Customer Care and Operations Center which is staffed twenty-four (24) hours per day, seven (7) days per week, which will provide Customer with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services. The Operations Center may be contacted at the following telephone numbers:

For US and Canada calls: +1-800-563-2255

For International calls: +1-709-748-4226

## 7. ABUSE/FRAUDULENT USE OF SERVICES

Customer will not use the Services in an abusive or fraudulent manner, including, but not limited to the following:

- (a) accessing or attempting to access the Services by using an unauthorized device;
- (b) obtaining or attempting to obtain permission to use the Services by providing false or misleading information;
- (c) intentionally interfering with or causing disruption in the provision of services to other customers,
- (d) using Services in a manner that interferes unreasonably with the use of services by other customers;
- (e) using Services to further criminal activity; or
- (f) using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of day or in any other manner as to have a likely effect of annoying, threatening or harassing such person.

## 8. DEFAULT AND TERMINATION

- (a) The occurrence or happening of any one or more of the following events will constitute an event of default by Customer if not remedied within ten (10) days after written notice from Inmarsat:
  - (i) material breach or violation of any provision of these Terms and Conditions by Customer;
  - (ii) failure of Customer to make any payments due;
  - (iii) discovery by Inmarsat that any material representation or warranty made by Customer in any document furnished by Customer to Inmarsat in connection with these Terms and Conditions is incorrect; or
  - (iv) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

Notwithstanding the foregoing, Inmarsat may terminate Services without further notice to Customer within thirty (30) days of receipt of a Quotation Form or PO if Inmarsat is not satisfied with the Company's credit.

- (b) In the event of Customer's default, Inmarsat may, at Inmarsat's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate the Services without notice and without liability of Inmarsat. Upon such suspension or termination, Inmarsat will invoice Customer and Customer will pay Inmarsat in accordance with Article 5 for (i) all charges for Services used by Customer, at the prices as set forth in the Quotation Form; and (ii) all amounts charged to Inmarsat by Inmarsat with respect to the Services during any period of the Service Term during which service to Customer is suspended or terminated, plus an administrative charge of twenty percent (20%). Inmarsat will use reasonable commercial efforts to minimize the amount of such charges by Inmarsat, and the Parties agree that such administrative fee represents an estimate of actual loss to Inmarsat due to suspension or termination of Services and does not constitute a penalty. Customer will also pay Inmarsat all costs and expenses incurred by Inmarsat due to default by a Customer, including but not limited to legal costs and reasonable attorneys' fees.
- (c) Customer herein understands that the Services are pre-emptible with 100% termination liability. Customer may terminate these Terms and Conditions and/or Services hereunder upon written notice to Inmarsat prior to the end of the Term as defined in Article 5 of these Terms and Conditions. Upon such termination, Inmarsat

will invoice Customer and Customer will pay Inmarsat a 100% termination liability for the remainder of the Service Term set forth in the Quotation Form of the particular Services. In the event that Customer wishes to terminate Services under these Terms and Conditions prior to the end of the Term, Customer may send notices to Inmarsat in accordance with the "Notices" provision of these Terms and Conditions.

- (d) Either Inmarsat or Customer may terminate these Terms and Conditions by written notice to the other within twenty (20) days after occurrence of any of the following events:
- (i) Inmarsat relocates, repositions or replaces any satellite via which the Services are provided, where this has a material adverse affect on the Services;
  - (ii) Inmarsat gives notice to Inmarsat that it intends to modify, restrict or suspend the capacity used for the Services (which notice Inmarsat will promptly forward to Customer), provided that in such event Inmarsat and Customer may only terminate these Terms and Conditions as from the date specified in such notice;
  - (iii) Inmarsat gives notice to Inmarsat of a reduction in the amount of space segment capacity available for the Services (which notice Inmarsat will promptly forward to Customer); or
  - (iv) at any time for any cause beyond the reasonable control of Inmarsat the leased capacity used for the Services ceases to be available or becomes degraded so as to materially and adversely affect the Services and the leased capacity is not restored within seventy-two (72) hours thereafter.

Upon such termination, Inmarsat will invoice Customer and Customer will pay Inmarsat in accordance with Article 5 at the prices specified in the Quotation Form or Customer's PO for all charges for Services used by Customer up to and including the date of termination.

## **9. WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY**

- (a) EXCEPT FOR THE EXPRESS WARRANTIES THAT MAY BE SET FORTH IN THESE TERMS AND CONDITIONS, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT TO THE SERVICES OR THE INMARSAT FACILITIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
- (b) OTHER THAN PAYMENT OF OUTAGE CREDIT SET FORTH IN ARTICLE 5, INMARSAT WILL NOT BE LIABLE TO CUSTOMER FOR:
- (I) ANY OUTAGE, UNAVAILABILITY OR DEGRADATION OF THE SERVICES DUE TO MALFUNCTION OF ANY SATELLITE OR OTHER EQUIPMENT, SUSPENSION OR TERMINATION OF THE SERVICES AS PERMITTED BY THESE TERMS AND CONDITIONS, OR ANY OTHER CAUSE;
  - (II) ANY ACTS OR OMISSIONS OF A TELECOMMUNICATIONS CARRIER UNAFFILIATED WITH INMARSAT THAT PROVIDES SERVICES UNDER THESE TERMS AND CONDITIONS;
  - (III) LIBEL, SLANDER, INVASION OF PRIVACY, INFRINGEMENT OF COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING FROM MATERIAL TRANSMITTED OR RECEIVED VIA THE SERVICES; OR
  - (IV) INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING FROM (A) USE OF THE SERVICES OR EQUIPMENT IN COMBINATION WITH CUSTOMER-PROVIDED SERVICES OR EQUIPMENT, OR (B) USE OF THE SERVICES IN A MANNER NOT AUTHORIZED BY THESE TERMS AND CONDITIONS.
- (c) CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS INMARSAT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, ACTIONS, LOSSES, COSTS AND DAMAGES ARISING OUT OF OR RELATING TO (I) THE MATTERS COVERED BY ARTICLE 9(b), OR (II) USE OF THE SERVICES BY CUSTOMER IN A MANNER CONTRARY TO THE PROVISIONS OF THESE TERMS AND CONDITIONS OR ANY APPLICABLE NATIONAL OR INTERNATIONAL LAW OR REGULATION.
- (d) CUSTOMER AGREES THAT INMARSAT AND INMARSAT SUPPLIERS WILL NOT BE LIABLE TO THE SAME EXTENT AS THE DISCLAIMERS OF LIABILITY IN THIS SECTION.
- (e) EXCEPT FOR THE INDEMNITY OBLIGATIONS CONTAINED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL LOSSES OR DAMAGES, LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES, HOWEVER

ARISING.

- (f) SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE ABOVE LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW.

## 10. CONFIDENTIAL INFORMATION

- (a) Each Party will maintain the confidentiality of non-public information of the other Party (including, with respect to both Parties, the terms of these Terms and Conditions), using a degree of care no less than it would use to safeguard its own confidential information, unless disclosure of such information is ordered by a court or government agency of competent jurisdiction, in which case the Party ordered to disclose information will use reasonable efforts to provide the other Party with an opportunity to seek an appropriate protective order.
- (b) Each Party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other Party as is reasonably necessary to assist the other Party in complying with such laws and regulations. Customer will take adequate measures to ensure the confidentiality of data of its customers, if applicable. Customer will specifically ensure that no information concerning communications conducted by its customers is disclosed, except in cases where the law permits disclosure of such information. Customer will indemnify Inmarsat against claims by third parties including its customers resulting from breach or inadequate observance of the provisions of this Article 10(b).
- (c) Notwithstanding Articles 10(a) and 10(b), Inmarsat may disclose confidential information of Customer, (i) to Customer; (ii) a person who in the reasonable judgment of Inmarsat is acting agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services under these Terms and Conditions and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) with respect to the terms of these Terms and Conditions, an agent retained by Inmarsat to collect outstanding balances owed to Inmarsat by Customer; or (v) to a law enforcement agency whenever Inmarsat has reasonable grounds to believe that Customer has knowingly supplied Inmarsat with false or misleading information or is otherwise involved in unlawful activities.
- (d) Inmarsat is legally bound to comply with a request of law enforcement agencies relating to the lawful interception of telecommunications. Customer will use best efforts to assist Inmarsat in complying with any such request.

## 11. NOTICES

All notices, requests, demands and other written communications hereunder will be effective upon delivery. Such notices must be in writing and sent by email, facsimile or nationally recognized overnight courier or delivered in person, addressed as set forth below. Inmarsat, at any time, amend the below addresses for the notices upon written notice to Customer.

If to Inmarsat:

For Legal Notices:

Inmarsat  
 1101 Connecticut Ave NW, Suite 1200  
 Washington, DC 20036 USA  
 Attn: Regan Rishel  
 Tel: +1-202-248-5150  
 Fax: +1-202-248-5177  
 Email: [contracts.legal@Inmarsat.com](mailto:contracts.legal@Inmarsat.com)

For Billing Inquiries:

Inmarsat Wireless, Inc.  
 34 Glencoe Drive  
 Donovans Business Park  
 Mount Pearl, Newfoundland, Canada A1N 4S8

Attention: Billing  
Tel: (709) 748-4280  
Fax: (709) 748-4300  
Email: [billings@Inmarsat.com](mailto:billings@Inmarsat.com)

If to Customer: To the address as set forth on the Quotation Form or Customer's PO.

## **12. LAWS, RULES AND REGULATIONS**

- (a) Both Inmarsat and Customer will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws. Inmarsat will not pay any commissions, fees or grant any rebates to any employee or officer of Customer, nor favor any employee or officer of Customer with gifts or entertainment of other than nominal value, nor enter into business arrangements with any employee or officer of Customer, other than as a representative of Customer, without the prior written approval of Customer.
- (b) Customer agrees to strictly adhere to the requirements and restrictions of the United States export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Services. Customer agrees to obtain, at Customer's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services. Customer may only use the Services in the region or with the satellite identified in their Quotation Form or Customer's PO. Customer may acquire the right to use the Services in other regions from Inmarsat; however, a different price for the Services may apply.
- (c) Customer may not use the Services for any purpose contrary to law. Inmarsat will not be held responsible for any operational restrictions, customs, license or permit fees required for Customer's use of the Services. In addition, Inmarsat will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using the Services in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country.

## **13. DISCLAIMER OF BUSINESS RISK**

Inmarsat expressly disclaims the making of, and Customer herein acknowledges that it has not received, any representation, warranty or guaranty, express or implied, as to the potential volume of business, profits or success of Customer under these Terms and Conditions.

## **14. INTELLECTUAL PROPERTY**

Other than as may be specifically set forth in these Terms and Conditions, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works or other form of intellectual property (collectively "Intellectual Property Rights") are granted by either Party or are to be implied by these Terms and Conditions or arisen by estoppel.

## **15. GOVERNING LAW**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction.

## **16. FORCE MAJEURE**

Neither Party will be liable to the other for any failure of performance hereunder due to causes beyond such Party's reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labour disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, provided that a Force Majeure will not suspend Customer's payment obligations hereunder. An obligation to perform (except Customer's payment obligations under Article 5) will be suspended for the duration of a period of Force Majeure. A Party whose performance is suspended due to Force Majeure must (i) notify the other Party in writing as soon as reasonably possible after the commencement of the event of Force Majeure (ii) must resume performance as soon as reasonably possible, and (iii) must notify the other Party in writing of the cessation of the event of Force Majeure.

## **17. ASSIGNMENT**

- (a) Inmarsat may, without the consent of Customer, (i) assign its right to receive payment hereunder to a third party, or (ii) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which Inmarsat has directly or indirectly, an ownership interest, or (iii) assign its rights to a successor in the event of a merger, acquisition or consolidation, or to a purchase of all (or substantially all) of Inmarsat's assets.
- (b) Customer may not assign this Terms and Conditions without the prior written consent of Inmarsat, which consent will not be unreasonably withheld, but which may be conditioned on (i) the Customer agreeing to remain responsible for the performance of any and all of its obligations hereunder, or (ii) Customer's assignee having substantially the same creditworthiness as Customer.
- (c) These Terms and Conditions will inure to the benefit of, and will be binding on Customer's and Inmarsat's respective successors and permitted assigns.

## **18. WAIVER OF COMPLIANCE**

The waiver or the failure of Inmarsat to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

## **19. SEVERABILITY**

If any provision of these Terms and Conditions will be declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision will be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.

## **20. SURVIVABILITY**

All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive to the extent necessary to permit fulfilment of their intended purpose, including but not limited to the Articles entitled "Billing and Payment", "Default and Termination", "Warranty, Limitation of Liability and Indemnity", "Confidential Information", "Notices", "Laws, Rules and Regulations" and "Governing Law".

## **21. ENTIRE AGREEMENT; AMENDMENT**

These Terms and Conditions (including the Quotation Form signed by the Customer for the Services) constitutes the entire agreement between Inmarsat and Customer relating to the subject matter hereof and supersedes all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between Inmarsat and Customer with respect to such subject matter. These Terms and Conditions may be amended only by the written agreement of both Inmarsat and Customer.

## **22. RESTRICTED DESTINATIONS**

No Services shall be used in, or Equipment imported into, any country where doing so is a violation of applicable U.S. law, and no Services shall be used by, or Equipment transferred to, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Services be used in, or Equipment imported into, the following countries without the express written consent of Inmarsat, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea.

Last Modified: November 24, 2015



**ATTACHMENT 1****LEASE ORDERING PROCEDURES**

1. From time to time, Customer will provide Inmarsat with a signed Quotation Form. Inmarsat's Account Manager will initiate the Quotation Form and forward it to the Customer for completion and signature. In the event that Customer submits a PO, such PO must include the below information to purchase or change Services under these Terms and Conditions and specifically reference these Terms and Conditions. Inmarsat must receive Customer's PO or the signed Quotation Form at least ten (10) days prior to the desired Target Start Date of the Services. Customer POs with incomplete or missing information will be returned to Customer by Inmarsat.
  - Type of Services (PMP, BHSD, D+, etc.)
  - If D+ lease, indicate number of return and forward channels
  - Ocean Region (IOR, AORE, AORW, POR, 142E, 98W, etc.)
  - Desired Target Start Date
  - Duration (1 year, 3 years, 3 month, etc.)
  - Total Service Cost in US\$
  - Payment Terms (Annually, Monthly, Quarterly)
  - Bandwidth (1200 baud, 2400 baud, etc.)
  - Satellite EIRP (20dBW, 6dBW, 16dBW, etc.)
  - Other special or specific terms and costs (PSTN lines, terrestrial facilities, etc.)
2. Customer must submit the signed Quotation Form to their designated Inmarsat Account Manager via facsimile, hand-delivery or email. The Inmarsat Account Manager will send an email to Customer acknowledging receipt of the signed Quotation Form. The Inmarsat Account Manager is responsible for forwarding the Customer's signed Quotation Form to Inmarsat's Director of Leasing and Inmarsat's Leasing Coordinator to ensure timely placement of the order.
3. Inmarsat's Account Manager must also send the Credit and Contracts and Legal Departments a copy of Customer's signed Quotation Form, together with an email explicitly outlining any additions or changes to the Services requested by Customer.
4. Inmarsat's Credit Department will send an email to the Account Manager and Contracts and Legal Department confirming Customer's credit status for the Services. If Inmarsat is unable to obtain credit information or approval for Customer, Services will not be ordered. Once confirmation of Customer's credit status is obtained, Contracts and Legal will sign the Quotation Form to confirm the purchase or changes to the Services under these Terms and Conditions. The Account Manager will return the fully-executed Quotation Form to Customer.
5. Customer understands that the Quotation Form is the only document that Inmarsat will accept to purchase or change Services under these Terms and Conditions. Emails and/or verbal or fax directives will not be accepted by Inmarsat to purchase or change Services under these Terms and Conditions.
6. Customer should not use the Quotation Form to terminate Services under these Terms and Conditions. Termination of Services must be submitted to Inmarsat in writing in accordance with the provisions of these Terms and Conditions.

## ATTACHMENT 2

### INMARSAT MOBILE EARTH STATION TERMS AND CONDITIONS

#### Article 1. SCOPE

This Attachment 2 will apply to the relationship between Inmarsat, Inmarsat and Customer with respect to the access to the Inmarsat space segment by any mobile earth station ("MES") used by Customer for the Services.

#### Article 2. MES OPERATIONS

- 2.1 Customer will use only the MESs as set forth in their Quotation Form.
- 2.2 Customer will comply with all MES operating procedures, technical specifications and operational requirements notified to Customer by Inmarsat. Such operating procedures, technical specifications and operational requirements may be changed by written notice to Customer, provided that such changes will become effective no earlier than the earlier of (a) thirty (30) days after Inmarsat notifies the changes to Customer or Inmarsat (which notification Inmarsat will promptly forward to Customer) or (b) thirty (30) days after Inmarsat notifies the changes to Customer.
- 2.3 MESs will be used exclusively for peaceful purposes.
- 2.4 MESs are authorized for use only with the space segment capacity assigned by Inmarsat on the satellite(s) specified in these Terms and Conditions, or any other satellite to which the leased capacity is transferred by Inmarsat, in the geographical area covered by the global beam(s) of such satellite(s), for two-way high speed data transmissions through the satellite(s) and land earth station(s) specified in these Terms and Conditions.

#### Article 3. SANCTIONS FOR NON-COMPLIANCE

- 3.1 Inmarsat and/or Inmarsat (pursuant to contract with Inmarsat) is authorized, at any time and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the use of MESs by Customer, if Customer uses such MESs in a manner contrary to these Terms and Conditions (including this Attachment 2), no matter what the cause of such non-compliance.
- 3.2 Unless the authorization to use an MES has been terminated, a modification, restriction or suspension pursuant to Article 3.1 of this Attachment 2 will be lifted if it is demonstrated to the satisfaction of Inmarsat or Inmarsat, as applicable, that compliance has been resumed and will be maintained.
- 3.3 Customer's authorization to use an MES will be deemed to be suspended during any period in which persistent malfunction or any operation of the MES that degrades the performance of the Inmarsat space segment occurs.
- 3.4 Customer's authorization to use an MES will be deemed to be terminated in the event of significant modification or change to the MES.
- 3.5 Customer will notify Inmarsat promptly in writing if events specified in Article 3.3 or 3.4 of this Attachment 2 occur.