

Fleet Xpress Specific Terms (retail)

Product ID [ST0007](#)

The following terms and conditions (“Specific Terms”) apply to Inmarsat’s supply of, and the Customer’s receipt and use of the Fleet Xpress Product.

1. Definitions

“**Commissioning Date**” means the date on which the Fleet Xpress Equipment is installed on the Customer’s vessel.

“**Committed Information Rate**” or (“**CIR**”) means the minimum data rate Inmarsat commits to deliver against a defined service level agreement. The CIR availability service level agreement is only honoured when the Inmarsat network and Satellite Terminal link are available and is therefore a measure of Inmarsat’s performance under congestion.

“**Downgrade Fee**” means a one-time fee payable by Customer for downgrading the FX Plan prior to the expiry of the Initial Service Period, equal to twenty-five per cent (25%) of the FX Plan Charges for the remainder of the Initial Service Period.

“**Early Termination Fee**” means a one-time Charge payable by Customer for terminating the FX Plan prior to the expiry of the Initial Service Period, equal to all monthly payments due to be paid by Customer for the remainder of the Initial Service Period, up to a maximum of six (6) months in Charges for the FX Plan and any rental Equipment.

“**Earth Stations in Motion**” or “**ESIM**” means Satellite Terminals with small directional antennas for the provision of broadband communication services, operating within the frequency bands 19.7-20.2 GHz and 29.5-30.0 GHz that are either transportable devices or mounted on moving objects, such as vessels, and may operate in national and international waters.

“**Equipment**” means Inmarsat-approved equipment used or intended to be used with the Fleet Xpress Product as provided in the Order Form. The Equipment on board the vessel consists of the following main units: an above deck GX antenna operating in Ka-Band, associated below deck equipment, an Inmarsat FleetBroadband antenna and associated below deck equipment, an INSD, and connecting cables. All equipment must be supplied by and approved by Inmarsat. Any exceptions to this requirement must be approved in advance in writing by Inmarsat.

“**Fleet Broadband**” means the global data and voice service provided by Inmarsat over the L-Band broadband network.

“**Fleet Xpress**” or “**FX**” means the managed service from Inmarsat with global GX (Ka-Band) and FleetBroadband (L-Band) services, utilising the INSD for pre- and post-pay services.

“**FX Plan**” means the Fleet Xpress Subscription Service Plan Profile (or SSPP).

“**Global Xpress**” or “**GX**” means the high speed global data service provided by Inmarsat over the Ka-Band broadband network.

“**Grace Period**” means, unless otherwise specified in an Order Form, the first ninety (90) day period starting on the Commissioning Date during which Customer may downgrade their FX Plan subscription or terminate their Fleet Xpress Product without paying the applicable Downgrade Fee or Early Termination Fee.

“**Licence**” means any applicable licence, authorisation, permission or approval (as each may be amended from time to time) under any international or local law(s) and/or regulation(s), or any replacement or re-enactment of any of them, or any similar licence, authorisation, permission or approval.

“**Initial Service Period**” means the initial period set out in the Order Form that the Fleet Xpress Product will be provided by Inmarsat to Customer and such period shall commence on the Commissioning Date.

“**Inmarsat Network Service Device**” or “**INSD**” means the shipboard hardware platform needed for Fleet Xpress. The INSD is tightly linked to the Global Xpress shoreside network, which identifies each INSD unit and downloads specific configurations settings to it. Additionally, the INSD controls the routing of data and voice traffic via either the GX or FleetBroadband satellite networks. The default is Global Xpress. Upon detection of interruption of the service over the GX network, the INSD will switch over to FleetBroadband. The INSD will continuously monitor the GX network, and once the network is back to nominal conditions, the INSD will switch the transmission of data and voice traffic back to GX.

“**Order Form**” means the order form detailing the Products for the Customer’s vessel.

“**Rental Equipment Damage and Loss Protection Plan**” means the plan described in paragraph 3.10.

“**Premises**” means any location where the Fleet Xpress Product is to be provided under this Agreement.

“**Service Fee**” means the Charges payable pursuant to the Order Form. The Service Fee includes all fixed monthly payments for the Fleet Xpress Product, rental of Equipment and data connection, Rental Equipment Damage and Loss Protection Plan or Fleet Care fee, SLA fee, and any other monthly fees, as well as any Charges for voice or other postpaid or prepay service usage, where applicable.

“**Service Period**” means the Initial Service Period plus any extension calculated in accordance with paragraph 2.1.

2. Duration, Upgrades, Downgrades and Subscription Suspension

2.1.

The Fleet Xpress Product shall be provided by Inmarsat for the Initial Service Period and shall continue thereafter until terminated by either Party on at least thirty (30) days' advance written notice to the other Party.

2.2.

Customer shall select the desired FX Plan on the Order Form. Customer may request upgrades and/or downgrades to the FX Plan in accordance with this paragraph 2, and Inmarsat shall have seven (7) calendar days from such request to implement any upgrade/downgrade.

2.2.1. Upgrades

In the event that Customer seeks to upgrade the FX Plan, such upgrade request shall be made to the Customer's Account Manager. The upgrade will take effect on the day the upgrade is implemented by Inmarsat, and the Charges for the upgraded plan will be pro-rated until the end of the then-current calendar month. The Initial Service Period shall not be changed by the upgrade

2.2.2. Downgrades

In the event that Customer seeks to downgrade the FX Plan, such downgrade request shall be made to the Customer's Account Manager. The downgrade will take effect on the day the downgrade is implemented by Inmarsat, and the Charges for the downgraded plan will be pro-rated until the end of the then-current calendar month.

If Customer is still within its applicable Initial Service Period, this Initial Service Period shall not be changed by the downgrade. In addition, Customer will be charged a Downgrade Fee. The Downgrade Fee will not exceed the equivalent of six (6) months in monthly Charges for the downgraded FX Plan (applicable only in the event that the number of remaining months in the Initial Service Period is twenty-four (24) months or more).

Example 1

If a Customer selected to downgrade from an FX Plan, which had a charge of \$2,000 per month, to a lower FX Plan, and the Initial Service Period had twenty (20) months remaining, the Downgrade Fee would be calculated as follows: (20 months) x (\$2,000 per month) x (25%) = \$10,000.

Example 2

If a Customer selected to downgrade from an FX Plan, which had a charge of \$2,000 per month, to a lower FX Plan, and the Initial Service Period had thirty (30) months remaining, the Downgrade Fee would be calculated as follows: (24 months) x (\$2,000 per month) x (25%) = \$12,000.

2.2.3.

To allow Customer to ensure that it has selected an appropriate FX Plan for its usage requirements, during the Grace Period, Customer is permitted to upgrade or downgrade their FX Plan selection without paying the Downgrade Fee. Furthermore if Customer terminates their FX Plan selection during the Grace Period, then the Early Termination Fee shall be waived; however, Customers migrating from SEVSAT or XpressLink to Fleet Xpress are excluded from the Grace Period provided in this paragraph 2.2.3. Additionally, even if the Early Termination Fee is waived, paragraph 7.2 shall still apply.

2.2.4.

Customer is restricted to one FX Plan upgrade or downgrade per calendar month.

2.3. Subscription suspension

As set forth below in this paragraph, Customer may temporarily suspend its FX Plan subscription to assist with special operational requirements, including, but not limited to, ship maintenance, repairs or seasonal layup ("**Subscription Suspension**").

2.3.1.

Upon request by Customer, Subscription Suspension is available for a minimum period of seven (7) consecutive calendar days and a maximum period of one hundred eighty (180) consecutive calendar days. After one hundred eighty (180) days, Inmarsat will reactivate the suspended FX Plan subscription. During the Initial Service Period of a thirty-six (36) month FX Plan, Subscription Suspensions may occur for a maximum of five hundred forty (540) calendar days in aggregate. Similarly, during the Initial Service Period of a sixty (60) month FX Plan, Subscription Suspension may occur for a maximum of nine hundred (900) calendar days in aggregate.

2.3.2.

During the Subscription Suspension, Customer shall not transmit any data or voice traffic to or from the vessel using the Products.

2.3.3.

During the Subscription Suspension, Customer will be invoiced a monthly “**Subscription Suspension Charge**” at the price notified to Customer by Inmarsat. For the avoidance of doubt, the Subscription Suspension Charge only relates to the charges for the FX Plan and any/all other monthly Charges for other components of the Service Fee shall continue to apply on a monthly basis, including but not limited to, monthly Charges for the rental of Equipment, the Rental Equipment Damage and Loss Protection Plan, Fleet Care, any other value added services and voice lines and DIDs.

2.3.4.

The term of the relevant order shall be extended by the duration of the Subscription Suspension.

2.3.5.

An FX Plan subscription may not be upgraded, downgraded or terminated during a Subscription Suspension.

3. Nature of the Product

3.1.

Inmarsat shall provide Customer with the Fleet Xpress Product in the general geographical area(s) specified in a map in the Fleet Xpress Product Data Sheet. These coverage maps are provided for general illustration purposes only and are subject to change.

3.2.

Customer shall provide access to the vessel(s) at a mutually agreed time to permit Inmarsat to install and configure the Equipment upon notice by Inmarsat. Prior to installation, Customer is responsible for performing the necessary pre-installation work, as instructed by Inmarsat. Further, Customer is responsible for all Charges relative to the pre-installation work and the installation of Equipment at the prices notified to Customer by Inmarsat (“**Prices**”)

3.3.

Failure of Customer to permit Inmarsat access to the vessel(s) on a reasonable basis for the installation of Equipment required for Fleet Xpress will be deemed to be a material breach of the Agreement by Customer, entitling Inmarsat to terminate the Agreement, and Customer will be liable to pay all termination charges due under these Specific Terms.

3.4. Service Level Agreement (SLA) provided by Inmarsat

3.4.1. Availability of the Fleet Xpress network

The network availability target for Fleet Xpress is as follows:

| Network Component | Target Availability |
|--|---------------------|
| Fleet Xpress (GX Ka-band with L-band Backup) | 99.9% |

3.4.2. Availability of the contracted Committed Information Rate (CIR)

The FX Product is intended to provide data throughput levels at the contracted CIR set forth in the Order Form, or above, 95% or more of the time for the duration of each month. CIR levels are measured by Inmarsat, and these measurements will be made available to the Customer through the Fleet Xpress management portals. CIR only applies to the data throughput on the GX network, and it does not apply to the data throughput provided by the FleetBroadband network.

3.4.3. Exceptions

The network availability target set out in paragraph 3.4.1 and the CIR availability target set out in paragraph 3.4.2 above shall not apply in any of the following situations:

- > any Force Majeure Event;
- > any act or omission by Customer or any breach of Customer’s obligations under the Agreement;
- > any failure to act by Customer;
- > any planned maintenance event;
- > any Equipment or PC failure, or unavailability or misuse of any Equipment involved in delivery of the Service, whether provided or installed by Inmarsat or Customer;
- > any gaps in global coverage due to satellite configuration;
- > Satellite sun outage or other astronomical disturbances;
- > fault with an interconnect link from the point of interconnect to Customer;
- > network availability throughout the internet;
- > regulatory restrictions requiring an alteration or suspension in the provision of the Service;
- > external interference sources;
- > Subscription Suspension in accordance with the terms in paragraph 2.3 and/or paragraph 3.5;

- > Subscription termination in accordance with the terms in paragraph 7;
- > CIR provisioned exceeding the recommended overall maximum of the Equipment; and
- > a CAR plan used outside of the approved region

3.4.4. Service credits on network availability

Subject to the exceptions set forth in paragraph 3.4.3, in the event Inmarsat fails to achieve the network availability target set out in paragraph 3.4.1, then Customer shall be entitled to claim a service credit calculated in accordance with the following table:

| Service Level range | 100.00% – 99.90% | 99.89% – 99.50% | 99.49% – 99.00% | 98.99% – 98.50% | 98.49% – 98.00% | 97.99% – 97.50% | Less than 97.50% |
|---|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Hours of Network outage in a month | 0-0.72 | 0.72-3.6 | 3.6-7.2 | 7.2-10.8 | 10.8-14.4 | 14.4-18 | >18 |
| Service credit to Customer as a % of monthly subscription charge of the FX Plan | 0.00% | 0.25% | 0.50% | 1.00% | 1.50% | 2.00% | 3.30% |

For purposes of clarity, an outage of the Fleet Xpress network would require total loss of communication for the prescribed period, and would not include, for example, loss of the Ka-Band component if the Fleet Xpress network is available over the L-Band component.

The total service credits payable by Inmarsat for network availability in a given month will not exceed 3.3% of the monthly subscription Charge for the affected FX Plan. Further, any extra/other monthly service charges, such as charges for equipment, value added services or voice services, etc. will be excluded from the service credit calculation.

3.4.5. Service credits on CIR availability

For subscriptions, as set forth in the Order Form, with a CIR availability of 95% or higher, in the event that the CIR availability is below the subscription’s CIR SLA availability target in a given month, then Customer shall be entitled to claim a service credit as provided below in this paragraph 3.4.5. Further, any extra/other monthly service charges, such as charges for equipment, value added services or voice services, etc. will be excluded from the service credit calculation.

The service credit amount payable will be the percentage of the monthly subscription Charge for the affected subscription each 1% (or part thereof), below the target. Total service credits for CIR availability in a given month will not exceed fifteen percent (15%) of the monthly subscription Charge.

Inmarsat will determine in its sole discretion the validity of any/all claims, and service credits, if any, will only be processed when this validation has been concluded.

Example 1

If a Customer is subscribed to an FX Plan, which does not include a bundled charge for a FX antenna as part the FX plan subscription, and the FX Plan has a charge of \$2,000 per month, with a CIR SLA availability target of 95.0%, and the CIR availability in a given month was 94.3%, a CIR availability service credit of 1%, or \$20, could be claimed.

Example 2

If a Customer is subscribed to an FX Plan, which has a bundled charge of \$3,000 per month which includes a charge for the FX antenna of \$500, with a CIR SLA availability target of 95.0%, and the CIR availability in a given month was 94.3%, then the applicable subscription charge for the service credit calculation will be \$3,000 – \$500 = \$2,500 and a CIR availability service credit of 1%, or \$25, could be claimed.

3.4.6.

Customer may not claim any compensation other than the service credits specified in this paragraph 3.4 in connection with any failure, degradation, or malfunction of the FX Product. Claims for any service credits pursuant to this paragraph 3.4 must be made in writing on a form provided by Inmarsat upon request. Customer may not claim under the network availability SLA and the CIR availability SLA for the same event, and must elect which SLA it wishes to claim under. In the circumstance where the CIR availability SLA has not been met in the same month as the network availability SLA has also not been met but in a different time period, then Customer may make two separate claims in the same month.

3.5. Inmarsat Suspension Rights

3.5.1.

Inmarsat may temporarily suspend the provision of the Fleet Xpress Product for the purpose of repair, maintenance or improvement of any of the telecommunications systems and equipment of Inmarsat or of its suppliers. The Fleet Xpress Product may also be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required of Inmarsat or any of its suppliers.

3.5.2.

Inmarsat may give instructions about the temporary suspension of the Fleet Xpress Product, procedures to be followed by Customer that Inmarsat believes are reasonably necessary in the interests of safety, or of the quality of the Fleet Xpress Product to Inmarsat's other customers, or the proper use of the appropriate transmission media, with which the Customer must comply immediately.

3.5.3.

For the avoidance of doubt, such temporary suspension shall not be regarded as a service failure, outage or a breach of contract.

3.6. Fleet Xpress identification numbers

With respect to the Fleet Xpress Product used over GX or FleetBroadband, Customer will be allocated one or more unique identification numbers (e.g. IMN, DID, etc.) for use by Customer. Customer shall have no property right in the identification number(s) assigned in connection with the Fleet Xpress Product, and Inmarsat may change such number(s) at such time or times as Inmarsat, in its sole discretion, considers necessary, with no liability whatsoever.

3.7. Fault repair

3.7.1.

Customer shall report any faults with supply of the Fleet Xpress Product by telephoning or emailing Inmarsat's Customer Support. Customer will at the time of report provide Inmarsat with a contact name and telephone number to enable Inmarsat to advise progress being made to clear the fault. All faults shall also be registered by Inmarsat based on a written report from Customer.

3.7.2.

If Customer reports a fault with the Fleet Xpress Product, Inmarsat will respond by carrying out one or more of the following actions: provide assistance by telephone, including advice, where appropriate, as to tests and checks to be carried out by Customer; where possible, carry out diagnostic checks from Inmarsat's facilities; or visit the Premises as detailed in paragraph 3.7.3 below.

3.7.3.

Inmarsat will take all reasonable steps to correct the fault. The charges paid by Customer for the Service Fee, the annual maintenance described in paragraph 3.8 below and/or Fleet Care described in paragraph 3.11 below shall cover maintenance, including fault clearance and service restoration under paragraph 3.7.2 above. Customer is responsible for personnel charges for travel-cost, travel-time and accommodation costs. Visits to Customer's Premises are to be charged at the Prices notified to Customer by Inmarsat.

3.7.4.

Inmarsat shall provide replacement parts as needed to repair faulty Equipment. Shipping costs are Customer's responsibility. Inmarsat reserves the right to charge Customer for replacement parts and labour/travel expenses related to faults caused by Customer's failure to safeguard and/or maintain Equipment according to Inmarsat's instructions.

3.7.5.

Except as otherwise provided herein, Inmarsat is responsible for repairing faults at its own cost. Customer is responsible for personnel charges for travel-cost, travel-time and accommodation costs.

3.8. Annual maintenance

As for any Customer not subscribed to Fleet Care, annual maintenance by Inmarsat or its authorised technicians on Equipment owned by Inmarsat is mandatory. All costs related to annual maintenance must be covered by Customer at Inmarsat's then-current list prices, available on request from Customer's Inmarsat Account Manager.

Inmarsat will invoice Customer for annual maintenance on the anniversary of the Commissioning Date each year. Customer shall pay for the annual maintenance in accordance with the payment terms set forth in these Specific Terms and is responsible for contacting Inmarsat to coordinate the scheduling of the annual maintenance each year. In the event that Customer fails to schedule or otherwise elects to not have annual maintenance performed in any year, the charges invoiced for the annual maintenance are payable nonetheless. Further, failing to perform the annual maintenance within sixty (60) days

after the due date (e.g. twelve (12) months from last annual maintenance), will be deemed a failure by Customer to safeguard and/or maintain Equipment according to Inmarsat instructions as set forth in paragraph 3.7.4 above. Also, the service credits described in paragraph 3.4 above will not apply to any Customer that fails to adhere to the annual maintenance obligations set forth in this paragraph 3.8.

3.9. Rental equipment

Inmarsat shall retain title to any and all Equipment that is rented to Customer. Except as expressly provided herein, risk of damage or loss in the Equipment, howsoever resulting, will transfer to Customer upon completion of installation. Customer agrees, at Customer's sole expense, to: (a) keep the Equipment free and clear from all adverse liens, security interests and encumbrances; (b) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Equipment, in accordance with Inmarsat's and/or the manufacturer's specifications;

(c) keep the Equipment clearly labelled as property of Inmarsat, in good order and repair and comply with any maintenance instructions given by Inmarsat; (d) ensure that the Equipment is not reverse engineered or used in conjunction with third party equipment not authorised by Inmarsat; and (e) transfer the Equipment to Inmarsat at the expiration or termination of the Contract in good condition, normal wear and tear excepted.

Inmarsat may charge Customer, and Customer will pay Inmarsat, for the fair market value of the Equipment, in Inmarsat's reasonable determination, if Customer fails to comply with the provisions of this paragraph 3.9. Breach by Customer of any of the foregoing provisions regarding rental Equipment will entitle Inmarsat to enter Customer's Premises where the Equipment is reasonably believed to be located, and remove such Equipment without any legal process or notice, and without being liable for trespass or damage, and to declare all amounts remaining unpaid to be immediately due and payable by Customer

3.10. Rental Equipment Damage and Loss Protection Plan

In addition to the fault correction referenced above, all Equipment rented from Inmarsat is covered for damage or loss under the mandatory Rental Equipment Damage and Loss Protection Plan, except damage or loss caused by the following: (1) neglect or misuse of the Equipment by Customer or other third-party, (2) alteration of the Equipment or its configuration by Customer or other third-party, (3) use of the Equipment in breach of contract by Customer or other third-party (4) theft of the Equipment and/or (5) failure of Customer to safeguard and/or maintain

the Equipment according to Inmarsat's instructions, including annual maintenance and/or participation in Fleet Care. Additionally, for purposes of clarity, the Rental Equipment Damage and Loss Protection Plan does not cover any consequential losses or damages sustained by Customer relative to the lost or damaged Equipment.

In line with the coverage specified above, Customer shall pay to Inmarsat a monthly fee (at the Price notified to Customer by Inmarsat) for the coverage against loss or damage to rental Equipment. In the event of loss or damage to rental Equipment covered by the mandatory Rental Equipment Damage and Loss Protection Plan, a claim charge (to be paid by Customer), at the Price notified to Customer by Inmarsat, shall apply with respect to each claim submitted by Customer. Additionally, Customer will be responsible for freight costs associated with the shipping of any replacement Equipment, as well as any costs associated with the removal/return/disposal of any damaged Equipment. Extra costs may also be invoiced by Inmarsat for required services not performed in one of its Key Ports and/or outside of standard weekday work hours.

3.11. Fleet Care

3.11.1. Description

Fleet Care is a repair, maintenance and support programme designed for Fleet Xpress Customers with equipment that is rented or purchased from Inmarsat, to ensure Customers are never left without connectivity, and maintenance and repairs are provided efficiently. Fleet Care is available through a selection of subscription plans, which includes coverage for:

- > remote health check;
- > preventive maintenance;
- > spare parts replacement;
- > on-board repair time;
- > proactive remote monitoring;
- > free travel costs in select ports worldwide;
- > warranty on rented and purchased Equipment and parts; and
- > Rental Equipment Damage and Loss Protection

Fleet Care is offered through three (3) different subscription plans, providing different levels of coverage, as shown in the table below

| Coverage | Fleet Care Basic | Fleet Care Standard | Fleet Care Premium |
|---|-----------------------|------------------------------------|--|
| 1. Warranty⁽¹⁾ | | | |
| Equipment and Parts (Purchased from Inmarsat) ⁽²⁾ | 12 Months | 36 Months | 36 Months |
| Equipment and Parts (Rented from Inmarsat) | 12 Months | 36 Months | Lifetime (throughout contractual term) |
| Labour (on board time for repairs) | 12 Months | Free (throughout contractual term) | Free (throughout contractual term) |
| 2. Rental Equipment Damage and Loss Protection⁽³⁾ | | | |
| | N | Y | Y |
| 3. SLA | | | |
| Service Credits on CIR Availability | Y | Y | Y |
| 4. Technical Support | | | |
| 7x24x365 support | Y | Y | Y |
| Software Updates | Remote ⁽⁴⁾ | Y | Y |
| 5. Maintenance⁽⁵⁾ | | | |
| Remote Health Check | Y | Y | Y |
| Preventive Maintenance | N | Y | Y |
| Free Labour (on board time for repairs) | N | Y | Y |
| 6. Travel Cost⁽⁶⁾ | | | |
| Number of Ports with Free Travel Costs | 0 | 10 | 40 |

(1) After expiration of warranty term, replacement of spare parts and Equipment will be charged to Customer. Labour will be charged based on the hourly rates when out of warranty to Fleet Care Basic subscribers at the price notified to Customer by Inmarsat.

(2) Warranty applicable only as to Equipment purchased from Inmarsat, unless otherwise agreed in writing by Inmarsat.

(3) Rental Equipment Damage and Loss Protection is not included in the Fleet Care Basic subscription and will be charged at the price notified to Customer by Inmarsat.

(4) Supports critical software updates that can be performed remotely whilst all other updates will require a visit on Customer's vessel, the cost of which must be covered by Customer at Inmarsat's then-current list prices, available on request from Customer's Inmarsat Account Manager.

(5) Customers with a Fleet Care Basic subscription are not permitted or entitled to the benefits of annual maintenance as described in paragraph 3.8, but rather, such Customers shall be responsible for all charges associated with repairs and replacement parts and Equipment at Inmarsat's then-current list prices, available on request from Customer's Inmarsat Account Manager.

(6) Customers with a Fleet Care Standard and Fleet Care Premium subscription are entitled to free travel costs in the "FREE" ports listed in the FX port list. Customers with a Fleet Care Premium subscription are also entitled to free travel costs in the "Zone 1 (Premium)" ports listed in the FX port list. Customers with a Fleet Care Basic subscription are not entitled to free travel costs. Inmarsat may amend the FX port list and/or change the number of ports and/or premium ports at its sole discretion at any time.

3.11.2. Eligibility

As set forth in more detail below, any Customer, new or existing, may add a Fleet Care subscription to their FX Plan; however, Fleet Care is mandatory for any and all Customers who subscribe to FX on or after 01 September 2019. Fleet Care is available to Customers who are renting Equipment from or have purchased Equipment from Inmarsat.

Any Customer subscribed to an FX Plan prior to 01 September 2019, who is up to date with annual maintenance, as provided in paragraph 3.8 above, except as noted below, can subscribe to Fleet Care Premium or Fleet Care Standard. Alternatively, except as noted below, any Customer subscribed to an FX Plan prior to 01 September 2019 that is not up to date with annual maintenance must first have completed annual maintenance and pay for any required spare parts to subscribe to Fleet Care Premium or Fleet Care Standard. Annual maintenance is not required to be up to date for any Customer subscribed to an FX Plan prior to 01 September 2019 in order to subscribe to Fleet Care Basic.

Notwithstanding the above, after performing annual maintenance, Inmarsat reserves the right to prohibit any Customer subscribed to an FX Plan on or before 01 September 2019 from adding a Fleet Care subscription to its FX Plan, in its sole discretion, depending on the state/condition of the Equipment.

For new FX Customers (those not subscribed to an FX Plan on or before 01 September 2019), the commencement of the Fleet Care subscription shall be the Commissioning Date. For Customers subscribed to an FX Plan on or before 01 September 2019, the Fleet Care subscription shall take effect on the day it is implemented by Inmarsat.

For new FX Customers with existing Equipment, Inmarsat, in its sole discretion, reserves the right to exclude from Fleet Care any such Equipment depending on the state/condition of the Equipment. Any such exclusion shall be provided in writing to Customer on or before the Commissioning Date.

3.11.3.

As set forth in more detail below, Customer may upgrade and/or downgrade its Fleet Care subscription. Requests shall be made to Customer's Inmarsat Account Manager. The upgrade/downgrade will take effect on the day it is implemented by Inmarsat, and the Charges for the upgrade/downgrade will be pro-rated until the end of the then-current calendar month.

Coverage for the new Fleet Care subscription will take effect on the day it is implemented by Inmarsat.

3.11.3.1. Subscription Changes

Upgrades

Once subscribed to Fleet Care, Customers can upgrade at any time. A remote health check of the Equipment by Inmarsat is required for upgrades if the Customer's Fleet Care subscription commenced less than twenty-four (24) months prior to the date of the requested upgrade. If Inmarsat determines that repair to Equipment or any parts thereto is required, Customer will not be permitted to upgrade until the repair is completed. Cost of any such repair is chargeable to Customer based on the terms of Customer's then-current Fleet Care subscription. If the Customer's Fleet Care subscription commenced twenty-four (24) months or more prior to the date of the requested upgrade, an annual maintenance visit is required. Annual maintenance is chargeable at Inmarsat's standard rates.

Inmarsat reserves the right to prohibit Customer from upgrading a Fleet Care subscription, in its sole discretion, depending on the state/condition of the Equipment.

A subscription change fee will apply as shown in the table below

| Current Plan | New Plan | Fee (USD) |
|---------------------|---------------------|-----------|
| Fleet Care Basic | Fleet Care Standard | \$600 |
| Fleet Care Standard | Fleet Care Premium | \$600 |
| Fleet Care Basic | Fleet Care Premium | \$1200 |

Downgrades

Customer may downgrade from either the Fleet Care Premium or Fleet Care Standard subscriptions.

Customer is restricted to one Fleet Care subscription downgrade per rolling twelve (12) month period.

3.11.4. Subscription Suspension

Fleet Care subscriptions cannot be suspended. For the avoidance of doubt, during any FX Plan Subscription Suspension, as described above, the Fleet Care subscription will continue to be invoiced at, and Customer will remain responsible for paying, the applicable monthly Charges.

3.11.5. Termination

Once subscribed, Customers must maintain a Fleet Care subscription for the duration of the Service Period of their FX Plan.

3.11.6. Charges

Customer shall pay a monthly fee for the applicable Fleet Care subscription associated with each vessel at the Charges established by Inmarsat.

3.11.7. Remote Health Check

In performing a remote health check, Inmarsat will request, at its sole discretion, Customer to send pictures, provide information/documentation and/or confirm points on a checklist to verify the state/condition of the Equipment.

3.11.8. Preventive Maintenance

As to any/all Fleet Care subscriptions, Inmarsat will decide, in its sole discretion, if and when preventive maintenance is required.

Preventive maintenance is covered by the Fleet Care Premium and Fleet Care Standard subscriptions and is performed on the vessel at least once during the Initial Service Period of an FX Plan with a term of 36 months.

After being notified about the requirement of preventive maintenance by Inmarsat, Customer must schedule and allow Inmarsat to perform the preventative maintenance within a maximum of sixty (60) days after notice from Inmarsat to remain covered under the Fleet Care subscription and not incur additional charges. If Customer fails to schedule and allow Inmarsat to perform the preventive maintenance within sixty (60) days of being notified by Inmarsat, Inmarsat may, in its sole discretion, reject any warranty claims or charge for warranty repairs.

4. Charges and Payment

4.1.

Inmarsat shall invoice the Service Fee from the Commissioning Date, except that:

- (a) with respect to any FX Plan, Inmarsat shall invoice Customer all monthly Charges relating to Equipment rented by Customer with effect from thirty (30) calendar days from the date that the Equipment is dispatched by Inmarsat irrespective of the Commissioning Date; and
- (b) with respect to any Charges relating to voice service usage, or other usage-based postpaid or prepay services, Inmarsat shall invoice Customer with effect from the first day following the date that the Equipment is dispatched by Inmarsat.

Any Charges incurred and/or invoiced prior to the Commissioning Date shall not affect the commencement date of the Initial Service Period.

4.2.

In addition to the Charges for the Products at the prices notified to Customer by Inmarsat, all work, material, freight and travel expenses related to the installation or de-installation of Equipment, technical service and support will be charged to Customer in accordance with Inmarsat's then-current standard prices.

4.3.

If applicable, any deliveries from Inmarsat's sub-supplier(s) to Customer are subject to a handling fee that must be paid by Customer. The handling fee for such sub-supply shall be fixed at ten per cent (10%) of the prices from the sub-supplier(s).

5. Fundamental Obligations of the Parties

5.1.

Customer shall purchase or rent the Equipment required for the Fleet Xpress Product as detailed in the Order Form. Customer shall at all times comply with the requirements directed by Inmarsat for the Equipment installation and shall utilize the Products and Equipment in accordance with the terms and conditions of this Agreement. Appropriately trained Customer staff shall thereafter maintain and operate the Equipment (or cause the Equipment to be maintained and operated) at all times to and in accordance with the standards and procedures as directed by Inmarsat

5.2.

Appropriately trained Customer staff shall maintain and operate the Equipment (or cause the Equipment to be maintained and operated) at all times to and in accordance with the standards and procedures as directed by Inmarsat.

5.3.

If Inmarsat assesses that there is a risk to other users of the satellite or Fleet Xpress Product, Customer shall comply with any Inmarsat instructions to modify, vary or amend characteristics, up to and including shut down of said Fleet Xpress Product. Customer's operations staff for the terminal must be suitably qualified, having completed appropriate training on the Equipment, which will be provided by Inmarsat during the installation process at the rates specified in the Order Form. If requested by Inmarsat, approved routine maintenance and/or occasional short-

duration link tests shall be performed, at mutually agreed times and with agreed test Equipment, to ensure continued satisfactory and safe operation of the Fleet Xpress Product. All maintenance and repair activities shall be carried out exclusively by Inmarsat or by technicians approved by Inmarsat. Inmarsat is ultimately responsible for all aspects of the provision of the Fleet Xpress Product and Equipment and shall have final authority with respect to all operational matters related to the Fleet Xpress Product and Equipment.

5.4.

Customer's responsibilities under this paragraph 5 include, but are not limited to, provision at Customer's expense of suitable accommodation, foundations, environment and essential services (including suitable electric power and earthing arrangements at points and with connections specified by Inmarsat) at the Premises, to enable Inmarsat to provide the Fleet Xpress Product.

Customer shall, at its own expense, afford anyone authorised by Inmarsat reasonable access to the Premises for all relevant purposes under this Agreement, and Customer must obtain any other permission which may be needed to achieve such access. Where special safety practices for access to Premises are required, these shall be agreed between Inmarsat and Customer within thirty (30) days of Inmarsat's acceptance of the Order Form for the Fleet Xpress Product. If Inmarsat and Customer are unable to agree upon the appropriate special safety practices, Inmarsat shall have the right to cancel the Order Form for the Fleet Xpress Product or terminate the provision of the Fleet Xpress Product.

5.5. Limitation on Use of the Fleet Xpress Product and Equipment

5.5.1.

Customer agrees to limit the use of the FleetBroadband data component of the Fleet Xpress Product (as installed/configured by Inmarsat) only to periods and areas where there is no available Ka-Band service (including instances where the Ka-Band service is interrupted or degraded; provided, however, that in such cases, Customer shall ask for and accommodate a service call in next port). As FleetBroadband voice services are charged separately, this limitation applies to FleetBroadband data use only, and Customer agrees that Inmarsat may, at its sole discretion, charge Customer for any use deemed excessive.

5.5.2.

Customer shall adhere to and comply with the provisions set forth in the Fleet Xpress Data Policies for Retail Solutions as amended from time to time and available upon request. Violation of the foregoing policies may result in additional airtime charges being assessed by Inmarsat and/or

restriction in bandwidth. This does not exclude any other remedies under this Agreement.

5.5.3.

The power supply to the antenna should always be connected on board and may not be switched off without notifying Inmarsat in advance.

5.5.4.

Customer understands and agrees that the failure to abide by the provisions in this paragraph 5.5 will result in poor quality and degradation of Fleet Xpress Product.

6. Interference and Obstructions

6.1.

FleetBroadband and Fleet Xpress Interference: On Ka-Band and L-Band satellite based broadband services, interference in harbour or coastal areas or near rigs and other vessels could occur and are defined as local environmental occurrence that is not controllable by Inmarsat, and therefore, not defined as a service fault or outage. Radars, radio links, WiMAX, radius and other equipment transmitting or generating harmonic products in the Ku-Band, C-Band or L-Band are typical devices that could be sources of such interference. Fail over between GX and FleetBroadband could reduce such impact on connectivity.

6.2.

For use of terminals in the United States and U.S. waters, Customer acknowledges that third-party terrestrial telecommunications systems using L-Band spectrum may on occasion have the potential to cause interference with L-Band terminals where such terminals are in close proximity to terrestrial L-Band base stations. Customer agrees that Inmarsat shall not be liable or responsible for any impact that such interference may have on any terminal or related service.

6.3.

FleetBroadband and Fleet Xpress Obstructions: Obstructions causing blind sectors to the Ka-Band and L-Band link are defined as local environmental occurrence that is not controllable by Inmarsat, and therefore, not defined as a service fault or outage. Such obstructions could be the vessels masts, other antennas, other vessels, nearby rigs, buildings or mountains when operating in coastal areas. Fail over between Ka-Band and L-Band could reduce such impact on connectivity.

7. Termination of Supply

7.1.

Customer is entitled to terminate the supply of the Fleet Xpress Product without cause, subject to the Early Termination Fee. The Early Termination Fee shall be paid to Inmarsat within thirty (30) days after the effective date of the termination.

The Early Termination Fee will be waived by Inmarsat if: (a) the vessel to which the Fleet Xpress Product is being terminated is part of a fleet, and the contract for such vessel is transferred to another vessel in the fleet, with the costs associated with transitioning to the vessel borne solely by Customer; (b) the vessel to which the Fleet Xpress Product is being terminated is being sold to a third party, and such third party assumes the contract or signs a new contract with Inmarsat for a duration of no less than the remainder of the Initial Service Period on the vessel's original contract; (c) the vessel is scrapped or lost beyond recovery (and appropriate documentation of same is provided to Inmarsat); or (d) alternative arrangements are agreed to in writing by Inmarsat.

7.2.

In the event of expiry or termination of this Agreement, for whatever reason, Customer is obliged to redeliver the Equipment to such place as Inmarsat may elect, while observing the handling instructions provided by Inmarsat.

If the redelivery of the Equipment is delayed beyond the date of expiry or termination of the Agreement (or the Contract), Inmarsat shall be entitled to charge, and Customer shall be obligated to pay, the Service Fee and any and all other costs associated with the Fleet Xpress Product and/or Equipment until the Equipment is redelivered to Inmarsat.

8. ESIM Regulations

USE OF THE SERVICE IS CURRENTLY PROHIBITED WITHIN 12NM OF THE COAST OF A COUNTRY UNLESS THE REGULATORY REQUIREMENTS OF THAT COUNTRY FOR OPERATING MARITIME ESIM WITHIN THE TERRITORIAL WATER LIMIT (APPLICABLE AT THAT TIME) ARE MET. IT IS THE CUSTOMER'S SOLE OBLIGATION TO UNDERSTAND AND COMPLY WITH THE LICENSING REQUIREMENTS OF ALL APPLICABLE COUNTRIES, AS MAY BE AMENDED FROM TIME TO TIME. The Customer acknowledges that ESIM Regulations may be amended from time to time and impose restrictions on the provision and use of the Service, and that ESIM Regulations may vary for different jurisdictions and depending on the geographical location of the Vessel. It is acknowledged that compliance with ESIM Regulations may include Inmarsat shutting off transmission of the Service to the Customer's vessel when it is within a specified territorial limit of a governing jurisdiction. It is strictly prohibited for the Customer to interfere with the Equipment to disable or circumvent any functionality which allows and/or enforces compliance with the then current ESIM Regulations. Inmarsat shall have no liability to the Customer for any suspension of Service that is necessitated to ensure that the provision and/or use of the Service do not violate applicable law or regulations, including ESIM Regulations. Failure of the Customer to comply with this paragraph 8 shall give Inmarsat the right to suspend and/or bar the Service and shall be regarded as a material breach of the Contract by the Customer. The Customer shall indemnify and hold Inmarsat harmless for any costs incurred by Inmarsat in connection with the Customer's breach hereof. The Customer shall indemnify and hold Inmarsat harmless for any violation of this paragraph 8 caused by the Customer or any of its agents, officers, employees or contractors.

inmarsat.com/fleet-xpress

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