

# Mobile Satellite Services and Equipment Terms & Conditions

## Asia-Pacific Region

The following terms and conditions (“Terms and Conditions”, which include and incorporate all Annexes specified herein) apply to any person or entity (“Customer”) purchasing or using mobile satellite services, including but not limited to Inmarsat® and Iridium® services (“Services”) and/or associated equipment (“Equipment”) provided by Inmarsat Global Ltd., Inmarsat Solutions (Canada) Inc., Inmarsat Solutions B.V., Inmarsat Solutions (US) Inc., or any of their affiliated entities (collectively, “Inmarsat”). In the event that Customer has a separate contract with Inmarsat for the Services or Equipment, the terms of such separate contract shall take precedence over these Terms and Conditions.

### 1. PROVISION OF SERVICES AND EQUIPMENT BY INMARSAT

- (A) These Terms and Conditions, an Inmarsat approved Subscriber Application and Services Agreement (or other activation document (“Subscriber Application”) and/or an Inmarsat written order or quotation, when taken together, will govern the provision by Inmarsat of Services and/or Equipment to Customer. If Customer procures goods or services under these Terms and Conditions that are ordinarily acquired for personal, domestic or household use (that is, not for use in government, business, or other non-consumer environments), certain non-excludable terms and conditions or warranties may be implied into these Terms and Conditions by legislation, including but not limited to the Australia Trade Practices Amendment (Australian Consumer Law) Act (No. 1) 2010 and the Trade Practices Amendment (Australian Consumer Law) Act (No 2) 2010 and the Consumer Guarantees Act 1993 (NZ). Except as provided in these Terms and Conditions, there are no other oral or implied agreements, warranties or understandings, and from time to time, Inmarsat may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions.
- (B) Global Xpress Services. Customer’s use of Inmarsat Global Xpress (“GX”) Services and Equipment shall also be subject to the “Supplemental Terms for GX Subscription Services” appended as Annex 1 to these Terms and Conditions.
- (C) Customer is responsible for notifying Inmarsat, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after Inmarsat’s receipt of Customer’s written request and Inmarsat’s acknowledgement of receipt of Customer’s written request. All such requests must be in writing and sent to the appropriate contact fax or email specified in Annex 2. Notwithstanding the foregoing, permanent deactivation or temporary suspension of Inmarsat BGAN, GX, FleetBroadband, SwiftBroadband, and Inmarsat Satellite Phone services must be completed by Customer through the Inmarsat Dashboard, Inmarsat Gateway, or other appropriate service enablement platform. There will be no pro-rata refunds for deactivation or suspension. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Inmarsat acknowledges receipt of Customer’s written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

### 2. ORDERING SERVICES AND EQUIPMENT

Orders may be submitted to Inmarsat either through an Inmarsat authorized dealer or by calling Inmarsat directly at the telephone number specified in Annex 2. Customer is required to complete all applicable paperwork for the Services or Equipment to be provided by Inmarsat.

### 3. CUSTOMER PURCHASE ORDERS

In the absence of a quotation signed by Customer, Customer’s verbal instruction or issuance to Inmarsat of a purchase order, work order, work ticket or other form of written order on Customer’s standard form (collectively “Purchase Order(s)”) will constitute Customer’s acceptance of an Inmarsat quotation and these Terms and

Conditions. All future orders for Services and/or Equipment will be governed by these Terms and Conditions, unless otherwise agreed. Future orders will be subject to Inmarsat's acceptance, which may be withheld for any reason or for no reason. If Customer issues a Purchase Order to Inmarsat for Services or Equipment, such Purchase Order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any Purchase Order on the basis that such purchase order was made and or confirmed by electronic means.

#### **4. BILLING & PAYMENT**

- (A) **Services.** Inmarsat will bill and Customer will pay Inmarsat the charges for the Services provided by Inmarsat and for all applicable government, federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, including but not limited to value added or withholding taxes which may be levied upon the Services. Customer will pay Inmarsat, in addition to the charges, an amount equal to the GST payable by Inmarsat in respect to any supply made under these Terms and Conditions (as defined in A New Tax System (Goods and Services Tax) Act 1999 (Aust) and/or the Goods and Services Act 1985 (NZ) (as applicable).
- (B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and will include all applicable government, federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, including but not limited to value added or withholding taxes that may be levied upon the Equipment.
- (C) In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory in accordance with Articles 4(A) and 4(B) above, either by deduction or otherwise, on or in respect of any amount to be paid by Customer to Inmarsat, or which Customer 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 Customer and Customer 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 Customer 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.
- (D) **Payment terms.**
- (i) Customer will pay all invoices for Services within thirty (30) days after: (i) the last day of the month to which the invoice relates (for all invoicing in arrears); and (ii) the last day of the month immediately preceding the month (or period) in which Services are to be delivered (if invoicing is in advance). Customer must pay all Inmarsat invoices for Equipment within thirty (30) days after the date of the invoice. Where a payment due date falls on a day other than a business day, payment shall be made on the last business day immediately before the payment due date. Payments shall be made via electronic funds transfer in accordance with the remittance details specified on the invoice.
- (ii) Amounts not paid when due will be subject to an interest charge of the lesser of: (i) the three-month US dollar London Inter-Bank Offer Rate (LIBOR) (fixed by the British Bankers Association on the payment due date) plus eight (8) percentage points per annum, calculated daily; (ii) the highest rate permitted by law. 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, before payment for such invoice is due, 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 paragraph 4(D) 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 payment due date. (iii) Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by Inmarsat in collecting any late payments or late payment fees.
- (E) Inmarsat may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by Inmarsat, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.
- (F) All charges will be in accordance with Inmarsat's then current charges or the quotation as provided to Customer for the applicable Service and/or Equipment. Inmarsat reserves the right to revise such charges from time to time.

- (G) Customer acknowledges that if it uses the service of another service provider with Inmarsat as the Accounting Authority, it will pay to Inmarsat an annual fee of One Hundred and Fifty United States dollars (\$150) per terminal for processing the charges.
- (H) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer- provided equipment to the Services or Equipment.
- (I) **Liability for Data Usage**. Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer's Equipment. It is Customer's sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment. No credits or refunds will be provided by Inmarsat for data (or voice) usage that is alleged to be accidental, inadvertent, or unauthorized.
- (J) **Invoicing Policies**.
- (i) **Minimum Invoice Amounts**. Unless otherwise waived by Inmarsat for certain low-volume pricing plans, each monthly invoice requires a minimum total of \$49.95 USD, or equivalent. If Customer's total airtime and services charges (exclusive of taxes and governmental fees) for each invoice month do not meet or exceed \$49.95 USD, the invoice total will be increased to \$49.95 USD. If Customer's total airtime and services charges for one invoice month meet or exceed \$49.95 USD, Customer will be charged only for those costs. If Customer's invoice is issued in a currency other than US dollars, the minimum monthly invoice will be follows: CND \$59.95; AUD \$59.95; EUR €39.95; GBP £19.95; SDR 39.95.
  - (ii) **Electronic Invoicing**. All invoices shall be issued by Inmarsat electronically. Invoices in electronic format are available by email and online via Inmarsat e-Invoicing. Inmarsat e-Invoicing also allows Customers to pay invoices directly online by credit card.
  - (iii) **Right to Adjust Invoice**. Inmarsat shall have the right to issue adjustments to invoices after the date of any given invoice in the event of the discovery of errors or adjustments affecting such invoices. The right to issue adjustments shall be limited to eighteen (18) months after the date of any given invoice, except where any such adjustment is required by law, in which case the relevant legal limit shall apply. Inmarsat shall, on discovery of any such error, notify Customer in writing within thirty (30) days of such discovery of the intention to make such adjustments.
- (L) **Pricing Plans**. Certain Inmarsat services, including BGAN, Global Xpress, SwiftBroadband, and FleetBroadband, may be sold under pricing plans, some of which may require minimum service term commitments. Accordingly, termination of a service plan that specifies a minimum service term prior to the expiration of the minimum service term will result in Customer being liable to pay Inmarsat the applicable termination charge as specified in the particular service plan. For the avoidance of doubt, Customer herein acknowledges that the assessment of a termination charge is reasonable and is not a penalty, but rather constitutes liquidated damages for the loss of a bargain.
- (M) **Right to Vary Payment**. Without prejudice to any of Inmarsat's rights under these Terms and Conditions, where Customer has failed to pay any amounts due such that Inmarsat has the right to terminate these Terms and Conditions pursuant to Article 13(A), the provisions of Article 4(D) of these Terms and Conditions may be varied upon written notice to Customer such that the relevant payment due date shall be reduced to fifteen days after: (i) the last day of the month to which the invoice relates (for all invoicing in arrears); and (ii) the last day of the month immediately preceding the month (or period) in which Services or Equipment are to be delivered (if invoicing is in advance). In such circumstances, Inmarsat shall be entitled to require the Customer to put in place additional credit protection, including a bank guarantee, parent company guarantee, escrow account, or any other credit protection as Inmarsat in its reasonable discretion deems appropriate. If the Customer or any entity guaranteeing the Customer's obligations under these Terms and Conditions becomes subject to any bankruptcy or other insolvency event, the payment due date shall automatically be reduced to fifteen days after: (i) the last day of the month to which the invoice relates (for all invoicing in arrears); and (ii) the last day of the month immediately preceding the month (or period) in which Services or Equipment are to be delivered (if invoicing is in advance).

## 5. SALE OF EQUIPMENT

- (A) **Delivery/Freight Charges/Risk of Loss**: Risk of loss in the Equipment will transfer upon delivery to Customer and delivery will take place when Equipment is placed by Inmarsat (or by the manufacturer if drop

shipped) with the carrier for shipment to Customer, regardless of shipping Incoterm. Customer will pay any costs incurred by Inmarsat to ship the Equipment to Customer's designated location, unless otherwise agreed upon by the parties prior to shipment. Any additional delivery terms for Equipment will be mutually agreed to by Inmarsat and Customer. Inmarsat will use commercially reasonable efforts to comply with the delivery terms requested by Customer. In no event will Inmarsat have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of Inmarsat.

- (B) **Partial Shipments:** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, Inmarsat will maintain a backorder list compiled by date. As backordered Equipment is received from the Supplier, Inmarsat will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.
- (C) **Title:** Title to Equipment purchased by Customer will transfer from Inmarsat to Customer upon later of Inmarsat's receipt of the full sale price and any applicable taxes, fees, freight, and other charges and placement by Inmarsat (or by the manufacturer if drop shipped) of the Equipment with the carrier for shipment to Customer. Customer will pay any GST levied on the importation of the Equipment into Australia or New Zealand (as applicable) unless such GST is determined by the Australian Taxation Office ("ATO") or the New Zealand Inland Revenue, which is relevant to be payable by Inmarsat in which case Customer will reimburse Inmarsat for any such GST for which Inmarsat is not entitled to an input tax credit. Customer will also pay any duties levied on the importation of the Equipment into Australia or New Zealand (as applicable). Until such time, Inmarsat will have a lien on the Equipment. Customer will keep Equipment that is subject to Inmarsat lien, free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by Inmarsat to evidence or perfect its security interest.
- (D) **Inspection & Acceptance:** Customer has the right to inspect Equipment that has been tendered for acceptance. Customer may require Inmarsat to repair or replace nonconforming Equipment at no additional charge. Customer must exercise its rights under this paragraph 5(D) within thirty (30) days after (i) receipt of the Equipment or (ii) the earlier of when a defect is discovered or should have been discovered; provided, however, Customer must exercise the rights under this paragraph 5(D) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.
- (E) **Warranty:**
- (i) Inmarsat warrants that the new Equipment will be free from defects in workmanship and material for a guaranteed period of one (1) year. Any additional warranty period that Inmarsat receives from the manufacturer beyond the one-year guaranteed Inmarsat warranty will be passed along to Customer. Inmarsat warrants that any used or refurbished equipment will be free from defects for a period of thirty (30) days. The warranty period for Equipment will commence at the time of delivery of the Equipment pursuant to this Agreement. All repairs on warrantable defects within the warranty period will be performed at no charge. For the avoidance of doubt, only the parts and labor directly related to the specific warranty-covered repair shall be free of charge. Any additional labor necessary to complete the repair that is unrelated to the direct warranty repair shall be Customer's responsibility to pay. Once a warranty repair has been completed, Inmarsat shall provide a ninety (90) day warranty on such repair and shall provide repairs on any non-warranty equipment repair where the fault is caused by the replaced or repaired part. For any repairs requested after the warranty period, Inmarsat will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. Inmarsat does not exclude any non-excludable remedies under the Trade Practices Act 1974 (Aust), Customer Guarantees Act 1993 (NZ) or similar legislation except, in the case of New Zealand, where Customer is procuring goods and services, or holds itself out as procuring goods or services, for business purposes, in which case, the Consumer Guarantees Act 1993 (NZ) will not apply. Subject to these Terms and Conditions, in the event of a warranty claim, Inmarsat will, at its sole option: (a) repair the Equipment so that it performs as set forth above, (b) replace the nonconforming Equipment with Equipment which performs as set forth above, or (c) if Inmarsat determines that neither of the foregoing is commercially reasonable upon return of the Equipment to Inmarsat, refund all sums paid by Customer to Inmarsat with respect to the nonconforming Equipment. Subject to these Terms and Conditions, the foregoing Equipment warranty is Customer's sole remedy in the event of a warranty claim.
  - (ii) All warranties offered by Inmarsat are a "back-to-base" warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to Inmarsat's designated

premises and also the transportation cost of returning the Equipment following a repair from Inmarsat's designated premises to Customer's premises. If Customer requires an Inmarsat technician to travel to Customer's location to perform warranty services, Customer will be responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. Inmarsat will provide a written estimate of travel costs upon request.

- (iii) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by Inmarsat at the time of delivery to Customer.
  - (iv) Subject to Article 5(C) above, Inmarsat warrants that title to all Equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.
- (F) **Refunds/Restocking Fees:** There will be no refunds for used Equipment returned to Inmarsat. If Customer returns unused new Equipment to Inmarsat in its original package, in its original condition, and within thirty (30) days of delivery, Inmarsat will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. Any returns must be coordinated through Customer's Account Manager. Inmarsat does not exclude any right Customer may have to a refund under the Consumer Guarantees Act 1993 (Z) or similar legislation except, in the case of New Zealand, where Customer is procuring goods or services, or holds itself out as procuring goods or services, for business purposes, in which case the Consumer Guarantees Act 1993 (NZ) will not apply.
- (G) **Security Interest:**
- (i) Customer acknowledges that the terms of the Personal Property Securities Act 1999 (NZ) ("PPSA") will apply to all Equipment supplied in New Zealand and grants Inmarsat a security interest in all Equipment supplied by Inmarsat to Customer from time to time and agrees: (a) to do all such things and execute all such documents as may be required to ensure that Inmarsat obtains and maintains a perfected first ranking security interest in the Equipment; (b) that Inmarsat may register a financing statement on the Personal Property Securities Register to perfect its security interest as an unpaid supplier of Equipment delivered, or to be delivered, to the Customer; (c) to indemnify Inmarsat for any costs incurred by Inmarsat in registering the financing statement and the enforcing or attempting to enforce its rights under these Terms and Conditions and its security interest in the Equipment; (d) to waive the right to receive a copy of any verification statement under section 148 of the PPSA; and (e) that it has no rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.
  - (ii) Customer agrees not to change its name (including the name under which it is known or under which it trades) without notifying Inmarsat in writing of Customer's intention to change its name at least 14 business days prior to doing so.
- (H) **Rental Equipment:**
- Inmarsat will retain title to any and all Equipment that is rented or leased to Customer. Unless otherwise agreed, all rental Equipment will be shipped FCA Inmarsat's warehouse (Incoterms 2010) to Customer's designated premises. Risk of loss in the Equipment will transfer to the Customer upon placement of the Equipment with the carrier, and delivery will have deemed to take place when the Equipment is loaded onto the carrier's vehicle. Customer agrees, at Customer's sole expense, to (i) insure such Equipment against loss by fire, theft and any other casualty covered by standard fire and extended coverage insurance, for the full current replacement value, (ii) keep the Equipment free and clear from all adverse liens, security interests and encumbrances, (iii) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Equipment, in accordance with Inmarsat and/or the manufacturer's specifications (and any failure to provide such proper and suitable environment will void any warranty on the Equipment), (iv) keep the Equipment clearly labeled as property of Inmarsat, in good order and repair and comply with any maintenance instructions given by Inmarsat, (v) not transfer these Terms and Conditions, the Equipment or all or part of Customer's interest therein, and (vi) return the Equipment to Inmarsat at the end of the rental term 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 its reasonable determination, if Customer fails to

return the Equipment to Inmarsat within thirty (30) days of the end of the rental term. 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.

**(I) Equipment Installation and Maintenance:**

- (i) It is Customer's sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment. The Customer shall at all times comply with the standards, operating procedures, and requirements required by Inmarsat for the Equipment installation and operating environment. The Customer's responsibilities under this paragraph include, but are not limited to: provision at the 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 Customer premises, to enable Inmarsat to provide the Service. Additionally, Customer understands and agrees that the power supply to the antenna should always be connected onboard and, where applicable, the crew shall not be allowed to switch this off without noticing Inmarsat in advance.
- (ii) If Inmarsat is instructed by its Suppliers to modify, vary or amend characteristics of any of the Service, up to and including shut down of said carrier, the Customer must comply with such instructions. If Inmarsat assesses that there is a risk to other users of the satellite or Service, the Customer shall comply with any Inmarsat instructions to modify, vary or amend characteristics, up to and including shut down.

**6. OPERATIONS CENTER**

Inmarsat operates a Global Customer Care and Operations Center which is staffed 24 hours per day, 7 days per week, which may be contacted at the telephone number specified in Annex 2. The Global Customer Care and Operations Center provides Customers with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

**7. OPERATING PROCEDURES**

- (A) Customers will follow the procedures ("Procedures"), if any, established by entities that supply Services or 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 or Equipment in a manner inconsistent with the Procedures.
- (B) In the event that Customer desires to connect its infrastructure to Inmarsat's network or the network of Inmarsat's Suppliers, it shall comply in full with any and all performance criteria established by Inmarsat and/or its Suppliers. Customer shall request copies of any relevant performance criteria from Inmarsat prior to establishing any such connection.
- (C) Customer shall comply with any and all reasonable security measures required by Inmarsat or its Suppliers for interfacing with Inmarsat's infrastructure or the infrastructure of Inmarsat's Suppliers or otherwise required to prevent or minimize fraud or economic loss.
- (D) **Lease Operations:**
  - (i) All lease services used by Customer must comply in full with the lease services Policy, if any, of Inmarsat or of the Supplier, as applicable, which shall be provided by Inmarsat at the Customer's request. Customers shall be required to execute Inmarsat's or the Supplier's standard Lease Contract prior to initiating lease services and shall comply with all lease services Terms and Conditions provided with such Contract.
  - (ii) Inmarsat shall not approve any application for a Lease Service unless satisfied that the proposed utilisation will cause no technical or operational harm or unacceptable interference to Inmarsat's or the Supplier's Satellite, spectrum and network resources.
  - (iii) Inmarsat shall not grant any Lease Service on terms and conditions which impose constraints on the orbital location or inclination of the applicable Satellites.
  - (iv) Subject to Article 7(D)(i), it shall be a requirement for satellite terminals using lease services to conform to an Inmarsat standard, be Type Approved, or at the Supplier's discretion for terminals to conform to a national standard or an internationally recognized standard.

- (v) For lease services running through a reseller's or a third party's land earth station ("LES") and ground network, by submitting an application for lease services, the Customer acknowledges it and/or the third party will be responsible for the provision, installation, operation and maintenance of the LES and for securing all required licences, permissions, consents and authorisations for the LES, including the antenna facilities and any equipment used to transmit to or receive Satellite signals.
- (E) Customer shall not modify the Equipment in any manner that violates the Procedures or would otherwise alter the transmission characteristics of the Equipment.
- (F) Global Xpress Services may be provided by Inmarsat in accordance with certain specified services levels, as specified in the Service Level Agreement posted on the Inmarsat web site, [www.inmarsat.com/inmarsat-solutions](http://www.inmarsat.com/inmarsat-solutions) ("SLA"). The provisions of the SLA, if applicable, shall apply only with respect to Global Xpress Services and not to any other Service or Equipment covered by these Terms and Conditions.

## 8. OTHER TERMS AND CONDITIONS

### (i) **Identification Numbers**

Unless specifically directed by a Customer, Customer will be assigned a unique identification number for each unit used by Customer. Customer will have no property right in the identification numbers assigned in connection with the Service and Inmarsat may change such numbers at such time or times as Inmarsat, in its sole discretion, considers necessary without any liability whatsoever.

### (ii) **Improper Illumination**

"Improper Illumination" is defined as any of the following: (a) transmissions other than as specified in writing by Inmarsat, or (b) transmissions of an incorrect frequency, or (c) transmissions at excessive power levels, or (d) any illumination that could cause harm to or interference on any transponder or space segment on any satellite. If Inmarsat detects or is informed of any Improper Illumination in connection with any Service provided under these Terms and Conditions, Inmarsat will immediately notify Customer, and Customer will take immediate corrective action to stop the Improper Illumination. Inmarsat will temporarily suspend, with no liability to Customer, any affected Services should Customer be unable to rectify the Improper Illumination within four (4) minutes from notification of the Improper Illumination to Customer as set forth in the preceding sentence.

### (iii) **Terminal Usage**

Certain countries may restrict or prohibit use of one or more of the Services or Equipment within said countries' territory (including territorial waters and airspace). Where such restrictions or prohibitions exist, Customer's use of the Services and Equipment shall comply at all times with such restrictions and prohibitions. Customer hereby agrees to indemnify and hold harmless Inmarsat and its Suppliers from and against any and all liabilities, including fines and penalties assessed by any governmental entity, arising in connection with Customer's use of the Services and Equipment in any country in which such use is restricted or prohibited.

### (iv) **Usage Restrictions**

Customer's use of the Services and Equipment may be limited by Inmarsat to certain market segments and geographic areas. Any such limitations will be clearly stated by Inmarsat to Customer in the quote or other order document. Customer's use of the Services and Equipment shall be strictly in accordance with any such limitations provided by Inmarsat. Use of the Services and Equipment in contravention of limitations provided by Inmarsat shall be a material breach of these Terms and Conditions.

### (v) **Miscellaneous**

- a. The Services are provided on a non-restorable, pre-emptible basis. In the event that a satellite malfunctions or is taken out of service, for whatever reason, then Inmarsat shall use commercially reasonable endeavors to restore Service. The parties agree that satellite malfunction/failure shall be a Force Majeure event.
- b. Customer understands that the Services are shared and contended services.

## 9. SERVICE AVAILABILITY

THE SERVICES ARE PROVIDED ON AN "ON-DEMAND" BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, NETWORK EQUIPMENT FAILURES, DISTRESS OR ANY OTHER

EMERGENCY PRE-EMPTION AS REQUIRED BY INMARSAT OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A NETWORK OR SATELLITE OPERATOR. INMARSAT HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF ANY NETWORKS. Without limiting the foregoing, GX services are provided under certain Subscriber Service Plans, which contain certain Committed Information Rates, as fully described in Annex 1 to these Terms and Conditions.

#### **10. CONDITIONS OF OTHER CONTRACTS**

The obligations of Inmarsat and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which Inmarsat purchases the Services and Equipment from Suppliers, if applicable (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract. Inmarsat represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

#### **11. SOFTWARE LICENSE AND INTELLECTUAL PROPERTY**

- (A) Effective upon delivery, Inmarsat herein grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment, including any third-party software (the "Software"), for as long as Customer is entitled to use the Equipment. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will prevail. Customer may use the Software only for internal purposes and only in connection with the Equipment and Services provided by Inmarsat. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software.
- (B) Other than as specifically set forth in this Article, 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.

#### **12. USE OF SERVICES AND EQUIPMENT**

- (A) Customer will use the Services only in accordance with applicable rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Equipment. Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not resell or rent the Services or Equipment. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:
- (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment;
  - (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
  - (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
  - (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
  - (v) using Services or Equipment to further criminal activity;
  - (vi) using Services or Equipment 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 with the intended effect of annoying, threatening or harassing such other persons; or
  - (vii) using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other Inmarsat customers.

- (B) Inmarsat reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from Inmarsat.

### **13. DEFAULT AND TERMINATION OF SERVICES**

- (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 notice from Inmarsat:
- (i) use of the Services or Equipment in any manner or for any purpose contrary to law;
  - (ii) abuse or fraudulent use of the Services and/or Equipment;
  - (iii) failure to make any payments due as invoiced;
  - (iv) discovery by Inmarsat that any representation or warranty made by Customer in any document furnished by Customer to Inmarsat is incorrect;
  - (v) breach or violation of any of these Terms and Conditions by Customer; or
  - (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- (B) In the event of default by Customer, Inmarsat may, at Inmarsat's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Inmarsat will bill Customer and Customer will pay Inmarsat, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Inmarsat will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by Inmarsat due to default by Customer, including but not limited to legal costs.
- (C) Inmarsat, may, with no liability whatsoever, suspend or terminate Services and/or the sale of Equipment if lawfully ordered to cease operation of such Services and/or Equipment by a court of law of appropriate jurisdiction, or any other lawful national, state or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Inmarsat or its Suppliers to provide the Services and/or Equipment are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, Inmarsat will have the right, upon written notice to Customer, to terminate the Services and/or the sale of Equipment affected by the taking.
- (D) Inmarsat may also terminate Services in the event that an Other Contract for purchase of Services and/or Equipment expires or is terminated, provided that termination of the Services will only be with respect to the Services or Equipment provided pursuant to that Other Contract.
- (E) The rights of termination, restriction or suspension set forth in this Article are in addition to any other remedies available to Inmarsat under these Terms and Conditions, or at law or in equity.

### **14. DISCLAIMER OF WARRANTY**

- (A) Inmarsat may provide Customer with access to certain account management tools ("Tools"), either directly or through Inmarsat's website. Such Tools may include, but are not limited to, Dashboard, Inmarsat Gateway, and AmosConnect. These Tools are provided to help Customers track their accounts and/or service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND INMARSAT MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW AND SUBJECT TO THESE TERMS AND CONDITIONS, INMARSAT DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).
- (B) EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

**15. INDEMNITY AND LIMITATION OF LIABILITY**

- (A) SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE FOLLOWING LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW.
- (B) INMARSAT DOES NOT UNDERTAKE TO TRANSMIT MESSAGES, BUT OFFERS THE USE OF ITS FACILITIES TO CUSTOMERS FOR THE TRANSMISSION OF TELECOMMUNICATION SERVICES.
- (C) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INMARSAT AND INMARSAT'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("INMARSAT GROUP"), ASSIGNS AND SUPPLIERS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING BUT NOT LIMITED TO LOSSES FROM SETTLEMENT AND REASONABLE COURTS COSTS AND ATTORNEY'S FEES) ARISING OUT OF OR RELATING IN ANY WAY OR ALLEGED TO BE CAUSED BY:
- (I) CUSTOMER'S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES: AND/OR
  - (II) FAILURE OR LIMITATIONS OF ANY EMERGENCY DISTRESS FEATURES ASSOCIATED WITH THE EQUIPMENT AND/OR SERVICES (INCLUDING BUT NOT LIMITED TO, GLOBAL MARITIME DISTRESS AND SAFETY SERVICES (GMDSS) FEATURES; AND/OR
  - (III) INSTALLATION, MAINTENANCE AND/OR REMOVAL OF EQUIPMENT AND/OR SERVICES PERFORMED BY ANY PARTY OTHER THAN INMARSAT OR ANY PARTY AUTHORIZED BY INMARSAT; AND/OR
  - (IV) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF INMARSAT; AND/OR
  - (V) ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR EQUIPMENT; AND/OR
  - (VI) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE EQUIPMENT AND/OR SERVICES IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY INMARSAT.
- (D) THE TOTAL, AGGREGATE LIABILITY OF INMARSAT TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE EQUIPMENT AND/OR SERVICES OR THESE TERMS AND CONDITIONS FOR DAMAGES TO CUSTOMER (OR TO ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING WILL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO INMARSAT, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO INMARSAT UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST INMARSAT.
- (E) TO THE EXTENT PERMITTED BY THE RELEVANT LAW, NEITHER INMARSAT GROUP NOR ANY OF ITS SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE LIABLE ON ANY BASIS WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, EQUIPMENT OR DATA) EVEN IF A PARTY KNEW OR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, IN CONNECTION WITH (I) THE PROVISION OR FAILURE TO PROVIDE THE EQUIPMENT AND/OR SERVICES, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, OR (II) ANY UNAVAILABILITY, DELAY, INTERRUPTION, DISRUPTION OR DEGRADATION IN OR OF THE SPACE SEGMENT OR OF ANY TELECOMMUNICATIONS CARRIED ON THE SPACE SEGMENT OR SERVICE OUTAGE OR DEGRADATION IN INMARSAT'S OR SUPPLIERS' NETWORKS DUE TO SATELLITE MALFUNCTION, OR (III) THE SUSPENSION BY INMARSAT OR INMARSAT SUPPLIERS OF THE MOBILE EARTH STATION'S AUTHORIZATION TO USE SERVICES

PROVIDED BY INMARSAT OR INMARSAT'S SUPPLIERS, DUE TO ANY CAUSES WHATSOEVER. INMARSAT'S LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF INMARSAT'S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.

- (F) SUBJECT TO ARTICLES 1(A), 5(E), 15(E), AND 15(G), INMARSAT (I) EXCLUDES ALL CONDITIONS AND WARRANTIES IMPLIED IN THESE TERMS AND CONDITIONS AND (II) LIMITS ITS LIABILITY FOR BREACH OF ANY CONDITIONS OR WARRANTY THAT IT CANNOT EXCLUDE TO THE GREATER OF (AT INMARSAT'S OPTION) REPAIRING OR REPLACING GOODS OR PAYING FOR THE COST OF HAVING THOSE GOODS REPAIRED OR REPLACED AND RESUPPLYING THE SERVICES AND/OR EQUIPMENT OR PAYING THE COST OF HAVING THE SERVICES OR EQUIPMENT RESUPPLIED TO CUSTOMER.
- (G) THIS ARTICLE DOES NOT EXCLUDE OR MODIFY ANY CONDITIONS OR WARRANTY IMPLIED INTO, OR RIGHTS THAT APPLY IN RESPECT OF, THESE TERMS AND CONDITIONS OR ANY CONTRACT BY ANY LAW (INCLUDING BUT NOT LIMITED TO THE TRADE PRACTICES ACT 1974 (AUST)) WHERE TO DO SO WOULD CONTRAVENE THAT LAW OR CAUSE ANY PART OF THIS ARTICLE TO BE VOID.
- (H) EACH PROVISION OF THIS ARTICLE 15 IS TO BE CONSTRUED AS A SEPARATE PROVISION APPLYING AND SURVIVING EVEN IF ONE OR MORE OF THE OTHER PROVISIONS OF THIS ARTICLE IS HELD INAPPLICABLE OR UNREASONABLE.

#### **16. CONFIDENTIAL INFORMATION / PRIVACY AND DATA PROTECTION**

- (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, Inmarsat will keep confidential all information or data furnished by Customer or otherwise acquired by Inmarsat through performance. Such information will not be released by Inmarsat to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of Inmarsat is acting as an 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 and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) 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. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws and Inmarsat's registration and Customer consent.
- (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 indemnify Inmarsat against claims by third parties resulting from breach by it or inadequate observance of the provisions of this Article 16(B) by it.

#### **17. INDEPENDENT CONTRACTOR**

These Terms and Conditions do not create any partnership, joint venture, agency or employee/employer relationship of any kind between Inmarsat and Customer. Inmarsat is an independent contractor with respect to performance under these Terms and Conditions; all persons employed by each party are, and will remain the employees and agents of that party and are not, and will not become, the employees or agents of the other party. It is expressly understood that neither party's employees may participate in or receive any benefits from the other party's employee benefit plans.

#### **18. NOTICES**

All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by facsimile, email, nationally recognized overnight courier or delivered in person, addressed as set forth in Annex 2. Inmarsat may, at any time, amend Annex 2.

If to Customer, notice shall be sent to the address as set forth on the Subscriber Application and Services Agreement or accepted quotation.

#### **19. GOVERNING LAW / RULES & REGULATIONS**

- (A) These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales.
- (B) Customer will not use the Services for any purpose contrary to applicable law. Customer agrees to abide by all

of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. 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.

- (C) Customer agrees to strictly adhere to the requirements and restrictions of the U.K. and U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Services and/or Equipment to ensure the Services and/or Equipment is not transferred in violation of such laws and to obtain any required export/import licenses or authorizations. 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 and Equipment. The use of Inmarsat Services and Equipment is expressly prohibited: (i) within the territory of Cuba, Iran, Sudan, Syria, North Korea, and any other countries where such use is prohibited under U.S. or other applicable law; and (ii) by any nationals of Cuba, Iran, Sudan, Syria, North Korea or any other countries where such use is prohibited under U.S. or other applicable law.
- (D) Inmarsat will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Services in the destination country. In addition, Inmarsat will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment 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.

## **20. ASSIGNMENT**

Inmarsat may, without the consent of Customer, (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which Inmarsat has directly or indirectly, an ownership interest. These Terms and Conditions will inure to the benefit of, and will be binding on Customers' and Inmarsat's respective successors and permitted assigns.

## **21. FORCE MAJEURE**

Inmarsat will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, unusually severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of Inmarsat and other delays incurred for reasons beyond Inmarsat's reasonable control, which, by the exercise of reasonable diligence, they are unable to prevent or avoid. Inmarsat's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

## **22. DISPUTES**

Any dispute arising from or relating to these Terms and Conditions or otherwise related to the Services or Equipment shall be resolved by binding arbitration, which shall be the exclusive jurisdiction for binding resolution of the dispute; the arbitration shall be held in accordance with the International Chamber of Commerce rules at a location to be designated by the arbitrators in London, England. Each party shall select one arbitrator, and two selected arbitrators will select a third arbitrator by mutual agreement. Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitration shall not be permitted. The decision of the arbitrators will be final and binding on the Parties, and enforceable by any court of competent jurisdiction. Each Party hereby consents to the jurisdiction of such a court and waives, to the fullest extent permitted by law, any defense or objection relating to the enforcement of the award. Notwithstanding the foregoing, Inmarsat shall be permitted to take any action whatsoever, at law or equity, in any court of competent jurisdiction, to enforce its right to receive payment for Services and Equipment or to seek injunctive relief. In the event of non-payment by Customer of any amount duly owed to Inmarsat, Customer shall, in addition to any interest and late fee, also pay all cost incurred by Inmarsat in any collections actions, including without limitation reasonable attorney's fees.

## **23. 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.

#### **24. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between Inmarsat and Customer relating to the subject matter hereof and supersede 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.

#### **25. 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.

#### **26. SURVIVABILITY**

All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive, including but not limited to the Articles entitled "Billing and Payment", "Sale of Equipment", "Use of Services and Equipment", "Default and Termination of Services", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Governing Law/ Rules and Regulations"

#### **27. EFFECTIVE DATE**

The Terms and Conditions are effective as of 5 October 2015, and will remain in effect unless modified, revoked or terminated by Inmarsat. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by Inmarsat and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the parties.

## ANNEX 1

### Supplemental Terms for GX Subscription Services

The following supplemental terms (“GX Terms”) shall apply with respect to Customer’s use of Inmarsat’s Global Xpress (“GX”) Subscription Services, provided via the Inmarsat-5 satellite constellation (“GX Services”). In the event of any inconsistency between the GX Terms and the terms and conditions otherwise specified in the MSS Terms and Conditions, the GX Terms shall take precedence.

1. **Market and Geographic Scope of Services.** Customer’s use of GX Services may be limited to specific geographic and market segments as specified by Inmarsat in the relevant quotation or order document. Any use of GX Services by Customer in geographic areas other than those specified by Inmarsat, or in market segments other than those specified by Inmarsat, is prohibited.
2. **Subscription Services Only.** These Terms and Conditions authorize the use of GX Subscription Services. Shared Network Services and Lease Services are not authorized by these Terms and Conditions.
3. **Performance Criteria.** Where Customer connects infrastructure to the GX network, it shall comply with the performance criteria established by Inmarsat from time to time, including, without limitation, reporting, in an accurate and timely manner, any infrastructure operational events relevant to operational procedures or loss of service. Customer shall request a copy of the performance criteria from Inmarsat prior to connecting its infrastructure to the GX network.
4. **Security and Fraud Prevention.** Customer shall comply with all information security and technological security measures as required by Inmarsat from time to time. Further, Customers shall use reasonable measures to eliminate economic losses and inconvenience to legitimate subscribers from technological fraud, including, without limitation, the cloning of core modules and theft of core modules. For the avoidance of doubt, any fraud originating from, or due to connection with, third party networks shall be the responsibility of the Customer, and Inmarsat shall have no liability in respect thereof.
5. **Subscription Services.** Inmarsat may offer Customer a variety of Subscription Service Plans (SSPs) that can be assigned to a single GX terminal, each of which is composed of one or more Subscription Service Plan Components (SSPC), where each SSPC may have its own Fair Access Policy (FAP) rules. For each SSP the pricing varies based on the geographical location, the terminal that is being used, Committed Information Rate (CIR)/Maximum Information Rate (MIR), the required CIR Service Level Agreement (“SLA”) (95% or 99.5%) and the minimum contract duration. Subscription Services are offered as SSPCs such as, for example, an SSPC for data services. Individual SSPCs for high priority traffic may be offered separately as defined by Inmarsat. Certain managed voice and/or video-teleconferencing (VTC) services may not be supported by lower CIR packages.
6. **Subscription Service Categories.**

- a. Land and Offshore Services

Inmarsat has organized pre-packaged Subscription Services into categories to offer a range of data rates and CIR:MIR ratios. There are several Subscription Service categories within which SSPs are available under a Regional or Global geoscope, and for satellite terminals with different size/performance. The combination of these varied elements will enable the Customer to select the most appropriate Subscription Service and satellite terminal to meet its application requirements.

- b. Maritime Subscription Services

The maritime Subscription Services are divided into two groups catering for 60 cm and 100 cm satellite terminals. Each of these two groups offers a range of CIR profiles and different MIR-to-CIR ratios to suit different customer requirements.

7. **Satellite Terminal Performance Groups**

The Subscription Service plans provide for both land and offshore satellite terminals with varied

performance and efficiency criteria. There are four performance groups to accommodate land satellite terminals and two performance groups which relate to maritime satellite terminals when they are being used on offshore energy platforms in conjunction with one of the land subscription services plans described earlier in this Annex.

a. Land Satellite Terminals:

The land charges are based on both a forward and return component, which are aggregated to present a single Subscription Service plan for a particular combination of CIR, MIR, region and land satellite terminal performance group. These satellite terminal performance groups relate only to land satellite terminals and each group covers a range of performance and efficiency, based on the satellite terminal's Effective Isotropic Radiated Power (EIRP) in the forward direction from the Satellite Terminal to the Satellite, and the Gain-to-noise-Temperature (G/T) in the return direction. Maintaining separate elements for EIRP and G/T allows Inmarsat to determine an additional and appropriate Subscription Service plan for a satellite terminal that is fitted with, for example, a higher power Block Up Converter (BUC), increasing its EIRP value.

b. Maritime Satellite Terminals when used on Offshore energy platforms

When a maritime satellite terminal is used on an offshore energy platform, the appropriate pricing packages that apply are those relating to land satellite terminals. In this case, it is necessary to categorise the maritime satellite terminals into two performance groups based on the G/T and EIRP specifications.

## 8. Geographic Regions

When provisioning a terminal a Customer may choose either a global Subscription Service Plan or regional plan, with the following caveats:

- a. Global: A satellite terminal can be taken anywhere in the coverage area under all GX satellites
- b. Regional: A satellite terminal can only be used within the region. When outside the region the terminal will not have any service.

## 9. Committed Information Rate ("CIR")

The CIR is defined for both Downlink and Uplink directions.

When any form of compression is used whether provided by GX technology or external, the compressed data is counted against the IP Data Rate, which results in a higher user data rate. The TCP acceleration overhead (i.e., local acknowledgements not transmitted over the air) is not counted against the IP Data Rate. The CIR applies to over-the-air exchanged data. The CIR is the committed rate that Inmarsat will guarantee under normal circumstances. The CIR measurements (demand and allocation) will be reported on the Inmarsat Gateway and are average values measured over 5-minute periods.

L-band Back-up Services and CIR: When L-band back-up services are used in the event of a GX Ka-band service interruption, the subscribed GX CIR levels do not apply. The FB500 Satellite Terminal supports a maximum best-effort data rate of 432Kbps, and the FB250 Satellite Terminal supports a maximum of 284Kbps. The BGAN Class 1 Satellite Terminal supports a maximum best-effort data rate of 492Kbps, and the BGAN Class 2 Satellite Terminal supports a maximum of 384Kbps. All L-band back up data services are provided strictly on a best effort basis, according to the Satellite Terminal type used and Inmarsat standard L-band service levels. When using a FB500 or BGAN Class 1 Satellite Terminal, GX voice services shall automatically be switched to the FB/BGAN streaming channel. The maximum number of voice calls supported will correspond to the number of simultaneous voice calls supported by the selected SSP, to a maximum of 4.

## 10. Satellite Terminal Link Availability

To assist Customer in selecting a satellite terminal, Inmarsat may provide the Customer with an annual link availability coverage map per satellite terminal and per SSP for each region of interest. Depending on the satellite terminal, the satellite terminal's location, and the SSP throughput desired, the map will show applicable annual link availability contours for the following levels:

- (i) 99.5%;

- (ii) 99.0%;
- (iii) less than 99.0% (best effort).

## **11. Terminal-Specific Applications**

Traffic profiles are automatically created for a satellite terminal when provisioned with a SSPC by a Customer. The traffic profile consists of classification rules and QoS parameters associated with a SSPC. In some cases, Inmarsat may prioritise the application traffic running within the SSPC by creating classification rules and associated QoS parameters that apply only to that SSPC. An example of this scenario is a maritime satellite terminal with a need to prioritise traffic between TCP and UDP traffic and to assign QoS parameters to each traffic flow.

Both WUI and M2M interface of the Inmarsat Gateway allow for the customization of the QoS configuration for an individual terminal.

Classification Rules: Traffic is classified using any combination of the following:

- Source IP Address
- Source Port
- Destination IP Address
- Destination Port
- VLAN Identifier
- Protocol Field
- Diffserv/TOS Field

QoS parameters: Priority as described previously

## **12. Traffic Handling rules**

Downstream and upstream traffic can be identified using complex Boolean combining on any of the following seven parameters:

- Source IP Address
- Source Port
- Destination IP Address
- Destination Port
- VLAN Identifier
- Protocol Field
- Diffserv/TOS Field

Inmarsat can block or restrict the throughput demand of each classified traffic stream.

## **13. Subscriptions and Minimum Periods**

- a. Upon SSP activation, the Customer will maintain the SSP active for a minimum period of consecutive months ("Minimum Period"). The Minimum Period can be six (6) months, twelve (12) months, twenty-four (24) months or thirty-six (36) months.
- b. The Minimum Period is counted by calendar month irrespective of the day of the month that the Subscription Service is activated. For clarity, if a Subscription is activated on 23 November with a Minimum Period of 12 months, then the Minimum Period will start on 1 November and will finish on 31 October of the following year.
- c. After the Minimum Period, the SSP will continue on a rolling monthly basis until it is terminated or upgraded/downgraded by the Customer.
- d. Service Suspension: Without prejudice to any other rights, Inmarsat shall have the right to suspend services for an individual Subscription, if the use of the associated Satellite Terminal violates the terms of this Agreement.

In such an instance, then:

- i. full monthly Subscription Charge, i.e. without pro-rating, will continue to be payable during the

- period of suspension; and
  - ii. if suspended during the Minimum Period, the period of suspension shall count towards the Minimum Period.
- e. Subscription Termination by Customer:
  - i. The Customer may request to terminate service to a provisioned satellite terminal by issuing a Service Order to Inmarsat.
  - ii. When Inmarsat receives a Service Order to terminate a Subscription before the end of the Minimum Period, Inmarsat shall terminate the Subscription with immediate effect. Customer is obligated to immediately pay all outstanding Subscription Charges for the remaining balance of the Minimum Period. Outstanding Subscription Charges are calculated by multiplying the remaining number of month(s) in the Minimum Period, by the monthly Subscription Charge; partial month(s) will be pro-rated on a per calendar day basis.
  - iii. If a Service Order to terminate a Subscription is received after the expiry of the Minimum Period, Inmarsat shall terminate the Subscription on the date of implementation of the Service Order. All charges for the month will be pro-rated.

f. Subscription Suspension by Customer:

Subscription Suspension allows the Customer to temporarily place a SSP on hold for a Provisioned Satellite Terminal, in case of special operational requirements, including but not limited to long-term maintenance or seasonal lay-up. During Subscription Suspension:

- i. Customer's data and voice traffic will not be permitted to pass to or from the system; and
- ii. Customer will be billed a monthly administrative charge to maintain the Subscription.

Subscription Suspension can only be applied to SSPs with a Minimum Period of twelve (12) months or longer. Upon request by Customer, Subscription Suspension is available for a maximum suspension period of six (6) continuous months. Any Subscription that is suspended for a continuous period of six (6) months will automatically be reactivated by Inmarsat. Subscription Suspension can only occur once during a Minimum Period and must have a minimum duration of seven (7) calendar days. When a Subscription Suspension occurs during the Minimum Period, the period of suspension shall not count towards the Minimum Period, for example, a terminal on a twelve (12) month SSP has been temporarily suspended for three (3) months; therefore the Minimum Period for this SSP will be extended by 3 months. A Subscription shall not be upgraded, downgraded, have Service suspended or terminated during the Subscription Suspension period.

#### 14. Changes to Subscription Service Plans

- a. Changes made by Inmarsat to Subscription Service Plans. Inmarsat shall review SSPs on a regular basis to ensure that CIR, MIR, Terminal Group, Geographic Region, and other service elements take account of market conditions, network, and regulatory and legal requirements. Where applicable, Inmarsat shall give Customer no less than thirty (30) days' notice in writing of any decrease in charges and increases in CIR or MIR, and ninety (90) days' notice in writing of any increase in charges or decrease in CIR or MIR, except in circumstances where it is impractical to give such notice, in which case Inmarsat shall give as much notice as it deems reasonably practical. The SSPs and prices so altered shall apply to all affected Subscription Services delivered on and after the date the notice period expires. Notwithstanding the above, any specific increases or decreases to wholesale charges shall only apply to (a) new Subscription Activations from the date that such increases and decreases apply, (b) existing Subscriptions from the first day after the end of their Minimum Period, and (c) existing Subscriptions from the first day of their upgrade/downgrade, even

prior to expiry of their Minimum Period.

- b. Inmarsat reserves the right to modify or withdraw any of the SSPs and business rules described in this Annex. In the event that Inmarsat withdraws any SSPs, Satellite Terminals that at the time are using such SSPs will be able to continue using their SSP for the remainder of the Minimum Period specified for that SSP. Once the Minimum Period has elapsed, the SSP in use on that Satellite Terminal shall be terminated. A new SSP will then need to be activated for the affected Satellite Terminal.
- c. **Subscription Service Plan Change: Upgrade/Downgrade:** Customer can upgrade or downgrade a Subscription in accordance with this Annex, unless the existing Subscription is subject to a Subscription Suspension, a Service Suspension or has been cancelled or terminated. When a Subscription is moved from one SSP to another, it is deemed to be either an upgrade or a downgrade, dependent upon the value of the new monthly Subscription Charge, as set out below:
- i. A change is deemed an upgrade if the new monthly Subscription Charge, after moving to the new SSP, is higher than the monthly Subscription Charge before moving to the new SSP.
  - ii. A change is deemed a downgrade if the new monthly Subscription Charge, after moving to the new SSP, is equal to or lower in value than the monthly Subscription Charge before moving to the new SSP.
- d. The new monthly Subscription Charge for the upgraded SSP applies from the date of implementation of the Service Order by Inmarsat, and will be pro-rated accordingly. A new Minimum Period starts from this date.
- e. The new monthly subscription charge for the downgraded SSP applies from the date of implementation of the service order by Inmarsat, and will be pro-rated accordingly. A new Minimum Period starts from this date. If the Customer downgrades a SSP prior to the expiry of the Minimum Period, Customer is obligated to pay a one-time charge, which equals the dollar (\$) amount of the difference between the old monthly Subscription Charge and the new monthly Subscription Charge for the remaining portion of the Minimum Period. This will be pro-rated where necessary. However, if the Customer downgrades a SSP during the Grace Period referred to in subsection (f) below, then the one-time charge for downgrades referred to above will be waived.
- f. **Grace Period:** The Grace Period is a pre-defined period from the date of Subscription Activation, during which the one-time charge for downgrades will be waived. The Grace Period is dependent upon the Minimum Period, as set out below:

Minimum Period	Grace Period
6 Months	0 Days
12 Month	30 Days
24 Months	60 Days
36 Months	90 Days

**ANNEX 2**  
**Notice and Contact Information**

**24-Hour Inmarsat Customer Care/Operations:**

**Telephone:**

1-800-563-2255 Toll free in N. America  
+1-709-748-4226 Worldwide  
33# Toll free when dialed from Inmarsat handset

**Fax:**

1-877-748-4320 Toll free in N. America  
+1-709-748-4320 Worldwide

**E-mail:**

[GlobalCustomerSupport@inmarsat.com](mailto:GlobalCustomerSupport@inmarsat.com)

**Billing Inquiries:**

**Telephone:**

+1-709-748-4280 Worldwide  
1-866-748-4280 Toll free in N. America  
0800-731-1982 Toll free in UK

**Fax:**

+1 709-724-5340

**E-mail:**

[GlobalCustomerSupport@inmarsat.com](mailto:GlobalCustomerSupport@inmarsat.com)

**TTY:**

+1-709-748-4884

**Addresses for Mail/Courier Delivery:**

For Customer Service

Inmarsat  
99 City Road  
London EC1Y 1AX  
England  
Attention: Customer Service

For Contract, Legal & Demand Notices:

Inmarsat  
1101 Connecticut Avenue NW  
Suite 1200  
Washington, DC 20036  
Attention: Legal Department  
Telephone: +1-202-248-5150  
Fax: +1-202-248-5177  
E-Mail: [contracts.legal@inmarsat.com](mailto:contracts.legal@inmarsat.com)

For Billing Inquiries

Inmarsat  
99 City Road  
London EC1Y 1AX  
England  
Attention: Billing