

Inmarsat Fleet Hotspot and NexusWave Crew Hub Terms of Service Agreement

This Fleet Hotspot and NexusWave Crew Hub Terms of Service Agreement (the “**Agreement**”) is between you and Inmarsat Global Limited, including any affiliates, (“**Inmarsat,**” “**us,**” or “**we**”), and governs your use of the Fleet Hotspot or NexusWave Crew Hub service provided by Inmarsat (the “**Service**”) onboard your vessel.

Your acceptance and continued use of the Service represents your agreement to the terms set forth in this Agreement. If you do not agree with the terms set forth in this Agreement, immediately cease using the Service.

If you have any questions about the Service or any applicable charges, please contact us at: fleethotspot@inmarsat.com. You may also contact Inmarsat by writing to:

Inmarsat
50 Finsbury Square, London EC2A 1HD

1) Using the Service.

(a) Use of the Service is limited solely to vessel crew members and is not a service available to the general public. You must be a crew member to use the Service.

(b) To use the Service, you need a compatible device with Wi-Fi or wired LAN capability and up-to-date browser software. You cannot use the Service if we have previously disabled your device from accessing our services for violations of this Agreement or you are prohibited from receiving our products, services, or software under applicable laws. You represent that you are at least 18 years of age, and you will supervise and accept responsibility for usage of your account by minors. If you are under the age of 18 you must obtain the permission of your parent or guardian to use the Service.

(c) In exchange for access to and use of the Service, you agree: (i) to provide Inmarsat with accurate and complete registration information, if requested, and to notify Inmarsat of changes to your registration information; (ii) to protect the password, username and security information you use to access the Service, if applicable, and to notify Inmarsat immediately of any known unauthorized use of your account; (iii) to comply with all applicable laws and regulations, including, but not limited to, copyright and intellectual property rights laws; (iv) not to use the Service to do or share anything that violates this Agreement, is misleading, discriminatory, fraudulent, or could impair the Service; and (v) to comply with crew instructions, including when asked to turn off and store devices.

(d) Inmarsat may enter into subcontracts with third-party providers to perform parts of the Service on Inmarsat’s behalf. Use of subcontractors does not release you or Inmarsat from any responsibilities under this Agreement.

2) Service Access Options.

There are various ways in which you can access the Services, including:

(a) You may be paying Inmarsat directly for a data or time limited package of internet access. Any method of accessing the Services in which you make payments directly to Inmarsat shall be referred to as the **"Paid to Inmarsat Service Options."**

(b) A third party, usually the manager or owner of the vessel (a **"Third Party"**), may have purchased the Service from Inmarsat and provided you with an allowance (possibly in the form of a voucher) to use the internet for free. Alternatively, you may have to pay the Third Party for access. Any method of accessing the Services in which you gain access to the internet without making payments directly to Inmarsat shall be referred to as the **"Free/Paid to Third Party Service Option."**

(c) The Third Party may have provided you with limited free internet access as described in clause 2(b) but also allow you to purchase additional packages directly from Inmarsat as described in clause 2(a). This will be deemed a Paid to Inmarsat Service Option.

(d) **Paid to Inmarsat Service Options.** The Paid Service Options refer to use of the Service on a vessel when you have used a credit card, debit card, or any other valid payment method accepted by Inmarsat, to purchase an allowance directly from Inmarsat. You have the option of buying either time (e.g. 5 hours) or data (e.g. 1GB or 2GB) packages. All packages must be pre-paid before you will be able to access the Services.

(i) **Access Period.** An access period generally starts on the day and time you log in to access the internet via the portal. You will be logged off the Service when (i) you click the "Logout" button; or (ii) the system automatically logs you off because your session time has expired, your device has been powered off or has been inactive for an extended period of time, or the Service is not accessible due to the location of the vessel. The system will stop measuring time spent online or data used for the purpose of your allowance once you log off the Service.

(ii) **Payment Terms.** You agree to pay all Service fees in accordance with the provisions of the Service plan you selected. You authorize Inmarsat, or Inmarsat's third-party provider in the event we engage a third-party provider to provide payment transaction related or merchant of record services, to charge your credit card, debit card, or any other valid payment method accepted by Inmarsat for payment of all, or any portion of, your Service fees, until such amounts are paid in full. Your card issuer agreement governs use of your credit or debit card in connection with this Service; please refer to that agreement for your rights and liabilities as a cardholder. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

(iii) **Transaction Fees.** Transactions will be completed in the currency indicated on the portal used to access the Service and may be converted by your card issuer into your home currency. We are not responsible for the rate of exchange used by your card provider, or for any transaction fees which may be applied by the card provider.

(iv) **Billing Errors and Collections.** If you think a charge is incorrect or need more information on any charges applied to your account, please contact us using the email provided on the first page of this Agreement within 60 days of receiving the statement on which the error or problem appeared. We will not pay you interest on any overcharged amounts later refunded or credited to you. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any

other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

(e) Free/Paid to Third Party Service Options. Free of Charge Service Options refer to any use of the Services when you have not paid Inmarsat for them directly. You may be required to make payments to Third Parties for your use of the Services (e.g. by purchasing a voucher from the vessel manager) but Inmarsat is not a party to that transaction, which is between you and the relevant Third Party.

3) Modifications to the Agreement.

Inmarsat is constantly working to improve the Services and develop new features and products. From time to time, Inmarsat will need to update this Agreement to reflect any modifications to our existing services, add new services, or to comply with applicable laws. Inmarsat will provide notice of changes to this Agreement in any manner acceptable by law, including, but not limited to, by posting them on the login page prior to you accessing, or re-accessing the Service following any modifications to the Agreement. If you do not agree to our updated Agreement, you will not be able to access the Service. Your use of the Service following updates or other changes to this Agreement constitutes your acceptance of those changes. If you do not agree to the changes, you must terminate your use of the Service immediately.

4) Suspension or Termination of Service Access.

If we determine, in our sole discretion, that you have breached this Agreement or any other applicable policies, we may suspend or permanently disable access to the Service from your device. From time to time, we may (without prior notice) temporarily suspend or withdraw the Service (in whole or in part) for technical, regulatory, legal, maintenance or operational reasons.

5) Operational Limits of the Service.

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Your connection and data rate speeds may not be suitable for some applications. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Inmarsat will not be liable for such interruptions. Virtual private network or other remote computer access ("VPN") may be intermittent and require multiple logins, depending on the VPN provider's security settings, due to brief losses in connectivity. You further understand and agree that Inmarsat has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Inmarsat. Inmarsat will not be liable for any failure of performance if such failure is due to any cause beyond Inmarsat's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, pandemic, satellite component failure, cable cut, storm or other weather or solar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or other failures or delays caused by you or your equipment.

6) Third-Party Content Disclaimer/ Links to Third Party Sites.

Content provided by third parties ("**Third-Party Content**") that you access through any aspect of the Service has not been independently authenticated in whole or in part by Inmarsat even if the Service provides a link to such content. Inmarsat does not provide, sell, license, or lease any of the Third-Party

Content other than that specifically identified as being provided by Inmarsat. Inmarsat does not make any warranty or representation, of any kind, regarding Third-Party Content.

7) **Usage Policies**

(a) **Acceptable Use Policy.** Use of the Service is subject to the terms and conditions of Inmarsat's Acceptable Use Policy. Inmarsat's Acceptable Use Policy is incorporated into this Agreement and is accepted together with this Agreement. You may review the Acceptable Use Policy by going to <https://www.Viasat.com/legal/> and selecting the In-Flight Wi-Fi and Maritime Crew Acceptable Use Policy.

(b) **Fair Share Policy.** The provisions of this clause 7(b) are referred to as the ("**Fair Share Policy**"). The Inmarsat broadband network ("**Network**") is a shared network; at any given time, subscribers within a given geographic area must share available network capacity. The Fair Share Policy is applied to provide each subscriber with a "fair share" of that capacity, while providing all subscribers with a high-quality online experience. To achieve these goals, Inmarsat employs network management practices designed to prevent any subscriber from placing a disproportionate demand on Network resources. Certain practices are used only when the Network is congested, and others are used more generally. Viasat has designed its Network to reduce congestion, and traffic levels on the Network are usually below a congestion point that would have a significant impact on the user experience. Under normal traffic conditions, it is not necessary for Inmarsat to employ congestion management practices. That said, while network capacity is robust, it is not unlimited. At times, simultaneous transmissions from multiple subscribers result in a total demand for capacity exceeding that available on the Network, resulting in congestion. When the Network experiences congestion, Inmarsat implements congestion management practices, including, but not limited to, prioritizing Network traffic during periods of congestion based on subscribers' data usage. This prevents any one user from taking more than their fair share of the available bandwidth, and impacting the quality of experience of other users. Traffic management and the associated restrictions will be controlled by Inmarsat in compliance with the terms of your Service package and can be updated by Inmarsat at any time.

(c) **Third Party Policies.** In addition, the Third Party on whose vessel you are using the Service may set additional usage limits, including time limits, data limits or limits on the type of content you can access. Inmarsat accepts no responsibility for any restrictions applied by the Third Party and you should contact them directly with any queries.

8) **General Use Restrictions and Intellectual Property.**

You are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. You agree not to reproduce, duplicate, copy, sell, sublicense, transfer, resell or exploit for any purposes your use of the Service or access to the Service. You agree not to share your access to the internet connection provided through the Service with another party by linking/tethering your connected device to the other party's device. All information, documents, products, and software (the "**Materials**") provided with the Service were provided by or to Inmarsat by its respective manufacturers, authors, developers, licensees, and vendors (the "**Third-Party Provider(s)**") and are the copyrighted work of Inmarsat and/or the Third-Party Provider(s). Except as permitted for interoperability purposes by applicable law and as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or

otherwise, without the prior express written permission of Inmarsat or the Third Party Provider(s). Except as expressly stated herein, you are not granted any intellectual property rights in or to the Service or Materials by implication, estoppel, or other legal theory. All rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by Inmarsat and/or the Third-Party Provider(s), and such rights are protected by international copyright, design, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall reimburse us and all Third-Party Provider(s) involved in providing the Service to you against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses (including but not limited to any direct, indirect, special or consequential losses) suffered or incurred by us, or the Third-Party Provider, as applicable, arising out of or in connection with any claim for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Service.

9) Export Laws.

Your use of the Service is subject to applicable export control laws and regulations and any applicable local laws or regulations. You represent that you are not a prohibited end user under applicable export laws, regulations, and lists, including but not limited to the U.S. Treasury Department list of Specially Designated Nationals or Blocked Persons. You will not use the Service in any manner that would violate applicable law, including but not limited to, applicable export control laws and regulations.

10) Your Personal Data.

We will process your personal data in compliance with applicable data protection legislation and in accordance with our Privacy Policy available here: <https://www.viasat.com/privacy/mobility-privacy-notice/en-us/>.

11) Limits on Liability and Disclaimer of Warranties.

The Service is provided "as is," and we make no guarantees that the Service will be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. Inmarsat does not guarantee that the Service will be free of viruses or other harmful components.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU ARE USING A PRIVATE INTERNET CONNECTION TO CONNECT TO THE PUBLIC INTERNET AND YOU SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICE AND INFORMATION. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, INMARSAT'S MAXIMUM AGGREGATED LIABILITY TO YOU FOR ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE USE OF THE SERVICE THAT IS THE SUBJECT OF YOUR CLAIM.

12) Indemnity.

You agree to indemnify and hold harmless Inmarsat from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of: (a) your use of the Service, including, but not limited to, content you submit, post, transmit or otherwise make available through the Service; (b) your violation of the terms of this Agreement; or (c) your violation of any rights of another. At our expense and election, you agree to cooperate with us in connection with our defense. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

13) Dispute Resolution and Applicable Law.

Any action related to this Agreement will be governed by the laws of England and Wales and no choice of law rules of any jurisdiction will apply. You understand and agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

14) General.

(a) **Contact Information.** Subject to applicable law, you agree that if you provide us with your wireless phone number, any other telephone number, your billing address and/or e-mail address, we or our agents may contact you for any account-related issues: (a) by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals for any account-related issues, and/or (b) by sending an e-mail to such e-mail address. The consent provided here continues even after your Service terminates.

(b) **Entire Agreement.** The Agreement, as well as the additional online documents specifically incorporated as a part of the Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. The Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter except as expressly set forth in the Agreement.

(c) **Construction and Delegation.** In the event that any provision of the Agreement shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of the Agreement and the Agreement shall continue in full force and effect and be construed as if it did not contain the invalid or unenforceable provision.

(d) **Miscellaneous.** If we fail to enforce any of the terms of this Agreement, it will not be considered a waiver of such terms. Any amendment to or waiver of the Agreement terms must be made in writing and signed by us. Captions used in the Agreement are for convenience only and shall not be considered a part of the Agreement or be used to construe its terms or meaning. The effective date of this Agreement is the date that you first "accept" the Agreement in order to access the Service. The provisions of the Agreement, which by their nature should continue, shall survive any termination of the Agreement. All of our rights and obligations under the Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. We reserve all rights not expressly granted to you.

(e) **Feedback.** We always appreciate your feedback and other suggestions about our products and services. We may use any feedback provided by you without any restriction or obligation

to compensate you, and we are under no obligation to keep the feedback confidential. You may provide feedback or other suggestions by contacting us using the email address provided on the first page of this Agreement.