



Mobile Satellite Services and Equipment Terms and Conditions

United States, Mexico, Central and South America

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customer(s)") using mobile satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, HughesNet™ and AmosConnect™ services ("Services") and/or associated equipment ("Equipment") provided by Stratos Offshore Services Company, Inmarsat Solutions (US) Inc., Inmarsat Mobile Networks, Inc. or any other operating subsidiary of Inmarsat Solutions Ltd., (collectively, "Inmarsat").

1. Provision of services and equipment by Inmarsat

- (A) These Terms and Conditions, an Inmarsat approved Subscriber Application and Services Agreement ("Subscriber Application") and/or Customer's written acceptance of an Inmarsat quotation, when taken together, will govern the provision by Inmarsat of Services and/or Equipment to Customer. 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) 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. 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.
- (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: (Fax): +1-709-724-5309 or (Email): cancellations@inmarsat.com. Notwithstanding the foregoing, permanent deactivation or temporary suspension of Inmarsat BGAN, FleetBroadband, SwiftBroadband, and Inmarsat Satellite Phone services must be completed by Customer through the Inmarsat Dashboard. 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 following telephone number:

- For US and Canada calls: +1-888-766-1313.
- For International calls: +1-709-748-4233.

Customer is required to complete all applicable paperwork for the Services or Equipment to be provided by Inmarsat.

3. Customer purchase orders

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 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.
- (B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and will include all applicable government, federal, state, provincial,

2 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

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 Clauses 4(A) and 4(B) above, either by deduction or otherwise, on or in respect of any amount to be paid by Company to Inmarsat, or which Company may be required to withhold in respect of any amount due to Inmarsat, such tax, duty, impost levy or like charge shall be for the account of Company and Company shall pay to Inmarsat such an amount as to yield to Inmarsat a net equal to the amount that but for such tax, levy, impost or charge would have been received by Inmarsat. Inmarsat will provide reasonable assistance to Company to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident or a jurisdiction or of its entitlement to benefits under a treaty.
- (D) **Payment terms.** 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. Amounts not paid when due will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law. Customer 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 invoice due date. 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

3 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

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 the amount charged by that service provider plus a fifteen percent (15%) administrative fee 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.
- (J) **Invoicing Policies.**
 - (i) **Minimum Invoice Amounts.** 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 Billing per Invoice is as 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.

- (K) **Pricing Plans**. Certain Inmarsat services, including BGAN, Swift Broadband, 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.
- (L) **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 shipped to Customer by Inmarsat, 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 Inmarsat's receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by Inmarsat 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; and (iii) 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. 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 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 is 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 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.

6. Operations center

Operations Center: Inmarsat operates an International Customer Care and Operations Center which is staffed 24 hours per day, 7 days per week, which may be contacted at the following telephone number:

- For US and Canada calls: +1-800-563-2255
- For International calls: +1-709-748-4226

The Operations Center provides Customers with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

7. 911 service

- (A) **911 Service (Inmarsat Only):** Customers using Inmarsat's Services and related Equipment, including without limitation those using the Services and Equipment in any manner in conjunction with Inmarsat's Inmarsat 911 Service, acknowledge and agree as a condition of the provision of Services and Equipment by Inmarsat that Customers will make no claim, whether in contract, tort or otherwise, against Inmarsat, its employees, affiliates, subsidiaries, successors or assigns for bodily injury, loss of life, damage to property or for any other loss whatsoever, or for special, incidental, indirect, consequential or punitive damages, by reason of any unavailability, delay, faultiness or failure of the satellite, Inmarsat's facilities, Services, Equipment, inaccuracies or failures with regard to any user information provided to Inmarsat. This disclaimer of liability by Inmarsat is made to the fullest extent permitted by applicable law and applies regardless of the cause of any liability, including, without limitation, to wrongful conduct, omission or fault of employees or agents of Inmarsat.
- (i) When customers dial the 911 short code on a mobile satellite terminal (911#) the call will be routed to Inmarsat's Operations Center who will locate the nearest Public Safety Answering Point (PSAP) and route the call accordingly.
- (ii) Unlike traditional landline based 911 service, Inmarsat's Inmarsat 911 Service does not automatically provide location information to the Operator. When Customers dials 911, Customers will need to advise

Inmarsat of their physical location. Once the physical location (i.e., intersection and/or street, city and state) is provided by Customer to Inmarsat, then Inmarsat will locate the nearest PSAP and immediately route the call for a 911 emergency response.

- (iii) Customers understand that by using Inmarsat's 911 Service, Inmarsat will disclose Customers' physical location, including the geographic coordinates of equipment to the PSAP (i.e., governmental and quasi-governmental agencies such as emergency service providers and law enforcement agencies).
 - (iv) Customers must be logged into an Inmarsat Land Earth Station (LES) to access Inmarsat's Inmarsat 911 Service. Customer must select LES IS 002 or ID 013 on their terminal to obtain Inmarsat's Inmarsat 911 Service. For further instructions, please consult Inmarsat's website at www.inmarsat.com or call the Inmarsat's 24 hour Customer Support team toll free at 1-800-563-2255 or 33# from your satellite terminal.
 - (v) Service outages, signal strength and battery power will all impact customers' ability to access Inmarsat's 911 Service. Dialing 911 does not work during system outages or satellite acquisition. Inmarsat does not promise uninterrupted or error free service.
 - (vi) Inmarsat is only responsible for routing the 911 call. Inmarsat DOES NOT provide customers with any type of 911 emergency response services. The provision of emergency response services is the responsibility of the PSAP.
- (B) **911 Service (Iridium and MarineSat/LandSat):** 911 Service is provided to Customer directly from the satellite provider for Customers using these services. Please contact the respective satellite service provider for further directions and procedures for using and accessing the 911 Service.

8. Operating procedures

Customers will follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to Inmarsat ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to Inmarsat. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. Inmarsat will not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

9. Service specific terms and conditions

Inmarsat Services:

(i) **Identification Numbers**

Unless specifically directed by a Customer, Customer will be assigned a unique identification number for each Unit used by Customer, which is also referred to as an Inmarsat Mobile Number ("IMN"). 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) **Nera Inmarsat mini-M Terminals**

All Nera Inmarsat mini-M terminals distributed by Inmarsat within North America and for use exclusively on ID013 will include software configured to use Inmarsat's land earth stations (ID 013) and SIM Cards. All Nera Inmarsat mini-M terminals distributed by Inmarsat outside of North America to be used on Inmarsat's land earth station (ID 002) will not include this software. To change these default settings, the terminal must be returned to Inmarsat for software replacement. Customer is responsible for all charges related to the software replacement.

(iii) **Terminal Usage**

Inmarsat terminals and Services may not be used in the United States unless the Customer has indicated on its Subscriber Application that the Services will be used exclusively in the United States under Inmarsat's licenses.

10. 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 SUPPLIER. INMARSAT HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS' NETWORKS.

11. 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 (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.

12. 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, such software associated with StratosOne™, StratosNet®, AmosConnect™, AmosMail™, or any other 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 control. 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) If the Customer using the Equipment or Software is the U.S. Government, then the following restrictions apply:
 - (i) The Software provided is software developed at private expense and is not in the public domain.
 - (ii) The Software is provided to non-Department of Defense government agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19.

- (iii) In the event the Software is provided to a Department of Defense government agency, the Government's rights in the Software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clauses at DFARS 252.227-7015 and DFARS 227.7202.
- (C) 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.

13. Use of services and equipment

- (A) Customer will use the Services only in accordance with applicable U.S. and foreign 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.

14. 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 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 (see Article 19);
 - (ii) abuse or fraudulent use of the Services and/or Equipment (see Article 13);
 - (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) Subject to Article 13, in the event of default, Inmarsat may, at Inmarsat's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate 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 a Customer, including but not limited to legal costs.
- (C) Inmarsat, may, with no liability whatsoever, suspend or terminate Services

13 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

and/or Equipment if lawfully ordered to cease operation of such Services and/or Equipment by a state or federal court of law, or any other lawful federal, 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 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.

15. Implied warranties and representations

- (A) 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.
- (B) 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, "Quicksort", "StratosAccess™", "StratosGateway™", "AmosConnect Online" and "Dashboard". 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, 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).

16. 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 SUPPLIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING 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 SUCH EQUIPMENT AND/OR SERVICES PROVIDED BY INMARSAT AND/OR ITS SUBCONTRACTORS; 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'S; 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

15 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

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) NEITHER INMARSAT GROUP NOR ANY OF INMARSAT GROUP'S 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 SUPPLIERS' NETWORKS DUE TO SATELLITE MALFUNCTION, OR (III) THE SUSPENSION BY INMARSAT OR INMARSAT'S SUPPLIERS OF THE MOBILE EARTH STATION'S AUTHORIZATION TO USE SERVICES PROVIDED BY INMARSAT OR IMARSAT'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 IMARSAT'S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.
- (F) For use of terminals in the United States and U.S. waters, the Customer acknowledges that third-party terrestrial service providers using L-Band

16 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

spectrum may on occasion have the potential to cause interference with Inmarsat terminals in the future where such terminals are in close proximity to terrestrial L-band base stations. The Customer agrees that Inmarsat shall not be liable or responsible for any impact that such interference may have on any terminal or related service.

17. 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 inadequate breach or inadequate observance of the provisions of this Article 17(B).

18. 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 It is expressly understood that neither party's employees may participate in or receive any benefits from the other party's employee benefit plans.

19. 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 below. Inmarsat may, at any time, amend the below addresses for notice upon written notice to Customer.

If to Inmarsat:

For Customer Service
Inmarsat Solutions (Canada) Inc.
34 Glencoe Drive
Donovans Business Park
Mount Pearl, Newfoundland, Canada A1N 4S8
Attention: Customer Service
Tel: +1-709-748-4226
Fax: +1-709-748-4320
Email: support@inmarsat.com

For Contract,

Legal & Demand Notices
Inmarsat Solutions (US) Inc.
1101 Connecticut Avenue, NW
Suite 1200
Washington, DC 20036
Attn: Regan Rishel
Tel: +1-202-248-5150
Fax : +1-202-248-5177
Email: contracts.legal@inmarsat.com

For Billing Inquiries

Inmarsat Solutions (Canada) Inc.
34 Glencoe Drive
Donovans Business Park
Mount Pearl, Newfoundland, Canada A1N 4S8
Attention: Billing
Tel: +1-709-748-4280
Fax: +1-709-748-4300
Email: billingcs@inmarsat.com

If to Customer: To the address as set forth on the Subscriber Application or accepted quotation.

20. Governing law / rules & regulations

- (A) These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction.
- (B) Customer will not use the Services for any purpose contrary to 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

18 Mobile Satellite Services and Equipment Terms and Conditions: United States, Mexico, Central and South America

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.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, and any other countries where such use is prohibited under U.S. or other applicable law; and (ii) by any nationals of Cuba, Iran, or any other countries where such use is prohibited under U.S. or other applicable law. The use in Sudan of Equipment provided by Inmarsat is also prohibited.
- (D) Inmarsat will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network 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.

21. 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 respective successors and permitted assigns.

22. 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, usually 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 or Customer 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.

23. 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 International Chamber of Commerce rule location to be designated by the arbitrators in Washington, D.C. Each party shall select one arbitrator, and two selected arbitrators will select a third arbitrator by mutual agreement. Any arbitrator under these Terms and Conditions will take place on an individual basis; class arbitration tribunal 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, and 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, to enforce its right to receive payment for Services and Equipment. 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.

24. 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.

25. 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.

26. 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.

27. 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"

28. Restricted destinations

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

29. Effective date

The Terms and Conditions are effective as of December 18, 2014, 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.