

## FLEET MEDIA TERMS AND CONDITIONS

Without prejudice to any terms and conditions otherwise agreed upon between Inmarsat Solutions (Canada) Inc. (the "Company") and the Customer (the "Customer") (individually a "Party" and collectively, the "Parties") and/or otherwise binding upon a Party or the Parties, by subscribing to and/or using the Fleet Media Service, the Customer agrees to abide by these Fleet Media Terms and Conditions solely in relation to the Fleet Media Service.

The Customer will indemnify and hold the Company and NTD harmless of and from any breach of these Fleet Media Terms and Conditions by the Customer in accordance with the provisions of these Fleet Media Terms and Conditions.

### **DEFINITIONS**

Capitalised terms shall have the meaning given to them below or as otherwise defined in these Fleet Media Terms and Conditions:

"Affiliates" means with respect to any entity, any other entity that controls, is controlled by, or is under common control with such entity. For purposes of these Fleet Media Terms and Conditions, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract or otherwise.

"Confidential Information" means all information regarding a Party's business or affairs, including, without limitation, business concepts, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, prices, End User information, customer lists, methods of operation, or other information, whether in oral, written, or electronic form, designated as confidential or that is disclosed under circumstances such that a reasonable person would know it is confidential. The following information will not be considered Confidential Information: (i) information that is or becomes publicly available through no fault of the Party obligated to keep it confidential; (ii) information with regard to the other Party that was rightfully known by a Party prior to commencement of discussions regarding the subject matter of these Fleet Media Terms and Conditions; (iii) information that was independently developed by a Party without use of the Confidential Information; and (iv) information rightfully disclosed to a Party by a third party without continuing restrictions on its use or disclosure;

"Content" means the package of full-length major motion picture, television, news, sports and other programming provided as part of the Fleet Media Service;

"Customer" means an individual or entity who has contracted with the Company to receive the Fleet Media Service;

"End User" means any individual who accesses the Fleet Media Service, typically employees or crew members of a Customer's vessel;

"Fleet Media Playback Server" means the hardware encompassing the Content, Technologies and/or Third-Party Technologies for the Fleet Media Service;

“Fleet Media Service” means the video-on-demand service that allows the streaming of Content from the Fleet Media Playback Server to End User’s Supported Devices while on a Customer’s vessel;

“Intellectual Property Rights” means any and all of the following (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (i) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trade secret rights and other Confidential Information; (iii) patents (including, without limitation, reissues, divisions, reexaminations, extensions, provisionals, continuations, and continuations-in-part thereof), designs, and other industrial property rights; (iv) source code, object code, formulas, ideas, concepts, mask works, methods, know-how, processes, devices, and the like, whether or not any of the foregoing are protectable under law; (v) all registrations, applications, renewals, extensions, continuations, divisions, reissues, and the like, and (vi) all other intellectual property and proprietary rights of every kind and nature, excluding trademark, trade dress, and other works based on designation of source or origin, whether arising by operation of law, contract, license, or otherwise;

“NTD” means Non Theatrical Digital Partners Ltd.;

“Supported Devices” means the devices supported by the Fleet Media Service, which consists of laptops (Microsoft Windows or Apple Mac), Apple iOS devices, and Google Widevine supported Android devices;

“Technologies” means the Digital Rights Management and other technologies built into the Fleet Media Service and/or Fleet Media Playback Server by the Company, NTD or a third-party, and includes, without limitation, any Third-Party Technologies; and

“Third-Party Technologies” has the meaning given to that term in Clause 1.2 below.

## **1. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

1.1 The Company, NTD or any licensors of the Content or Technologies, will own all Intellectual Property Rights, and all other right, title and interest in and to the Technologies, Content and any improvements made to, or derivative works made from either the Technologies or the Content.

1.2 Certain portions of the Technologies and the Content may be licensed from third-parties (such Technologies, “Third Party Technologies”). Third-Party Technologies and Content will be owned by the applicable third-party licensor.

1.3 The Company sublicenses to the Customer its rights in the Content and Technologies incorporated in the Fleet Media Playback Server and the Fleet Media Service solely for the limited purposes of using the Fleet Media Service pursuant to the Customer’s subscription and these Fleet Media Terms and Conditions.

## **2. INTELLECTUAL PROPERTY**

Protection of Intellectual Property Rights. The Customer will not:

2.1 Sell, lease, sublicense, rent, loan or distribute or otherwise transfer or grant access to the Technologies or the Content, except as otherwise expressly authorised in writing by the Company;

2.2 Remove, collocate, re-transmit, or otherwise relocate (physically or virtually) the Technologies or the Content from the Customer's vessel or the Fleet Media Playback Server on/in which they were installed;

2.3 Make any modifications, deletions, edits, cuts, alterations, additions, changes in sequence, or to dub, subtitle or otherwise change the Content. All Content shall be exhibited in the identical form to that it was received in;

2.4 Copy, or in any manner duplicate, any Content, Technologies or any portions thereof, or authorise such materials to be copied or duplicated in any manner by any third-party;

2.5 Remove or alter any credit or copyright notice, or any warning or disclaimer issued in the name of Swank Motion Pictures, Inc., copyright holder, or any governmental agency (e.g. the FBI) with respect to unauthorised copying, exploitation or distribution of the Content;

2.6 Use any Content or Technologies in any manner which may be in violation of any applicable governmental law or regulation or for a purpose not expressly permitted herein;

2.7 Advertise the availability of the Content through public media such as radio, television and newspaper, except as otherwise expressly permitted by the Company and/or NTD. Advertising the availability of the Content is strictly limited to the Customer's employees via non-public sources, such as posters and announcements placed strictly on the Customer's premises, facilities or other commercial property;

2.8 Create derivative works from the Technologies or the Content;

2.9 Disassemble, decompile, reverse engineer (save as permitted by applicable law), or otherwise attempt to obtain the source code of the Technologies or the Content;

2.10 Create derivative works from or otherwise develop any products or technology based on the Technologies or the Content;

2.11 Transmit Content in any form via public telecommunication networks or devices; or

2.12 Permit any third-party to take any of the actions above or otherwise use or exploit, or permit to be used or exploited, any of the Technologies or the Content in a manner not expressly authorised in writing by the Company.

### **3. DISCLAIMERS, EXCLUSIONS AND LIMITATION OF LIABILITY**

3.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THESE FLEET MEDIA TERMS AND CONDITIONS, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE REGARDING THE FLEET MEDIA SERVICE (INCLUDING, WITHOUT LIMITATION, THE CONTENT AND THE TECHNOLOGIES, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, OR WARRANTIES ARISING BY STATUTE, COURSE OF DEALING, CUSTOM OR USAGE, TRADE PRACTICE OR OTHERWISE).

3.2 Exclusion of Liability. TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THE COMPANY, NEITHER THE COMPANY OR ITS LICENSORS, INCLUDING WITHOUT LIMITATION, NTD, NOR THEIR RESPECTIVE AFFILIATES, SHALL BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE PROVISION OF THE FLEET MEDIA SERVICE INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND BASED ON ANY CAUSE OF ACTION, INCLUDING CLAIMS FOR LOSS OF GOODWILL OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

3.3 Limitation of Liability. OTHER THAN IN THE EVENT OF A BREACH BY EITHER PARTY OR ITS RESPECTIVE AFFILIATES OF ITS CONFIDENTIALITY OBLIGATIONS, AN INFRINGEMENT BY THE CUSTOMER OF THE PROVISIONS GOVERNING THE PROTECTION OF THE INTELLECTUAL PROPERTY RIGHTS IN THE CONTENT OR THE TECHNOLOGIES PROVIDED IN RELATION TO THE FLEET MEDIA SERVICE, THE AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE PROVISION OF THE FLEET MEDIA SERVICE WILL NOT EXCEED THE GREATER OF \$1,000,000 OR THE SUM OF THE AMOUNTS PAID AND OWING TO THE COMPANY FROM THE CUSTOMER IN RELATION TO THE PROVISION OF THE FLEET MEDIA SERVICE.

#### **4. TERM AND TERMINATION**

4.1 Term. Each subscription for Fleet Media Service will commence as of the date the Fleet Media Service is activated on the Customer's vessel and will continue for at least one (1) year, unless terminated sooner pursuant to this Section 4 or a different Term is expressly agreed to by the Company (the "Term").

4.2 Termination for Breach. Each Party shall have the right to terminate the subscription for the Fleet Media Service at any time, effective upon written notice to the other Party, if such other Party materially fails to perform any of its material obligations under or is otherwise in material breach of these Fleet Media Terms and Conditions, and such failure or breach continues un-remedied for a period of thirty (30) days after written notice of such failure/breach from the Party giving notice of such failure/breach.

4.3 Termination Right for Cessation of the Fleet Media Service. In the event that the Content becomes unavailable to the Company through the expiration or termination of the license(s) granted to the Company from NTD and/or the Content owners, then the Company may immediately terminate the Fleet Media Service and the Customer's right to use the Fleet Media Service.

4.4 Effect of Termination. Upon the expiration or termination of the Company's right to offer the Fleet Media Service and/or the subscription for the Fleet Media Service, the Customer shall immediately pay the Company all amounts due to the Company for the Fleet Media Service at the time of termination; the Customer will no longer be permitted to exhibit the Content; and the Customer will discontinue using all Technologies, the Fleet Media Playback Server and/or other equipment related to the Fleet Media Service.

## **5. INDEMNIFICATION**

The Customer shall, at its sole expense, indemnify, defend, and hold harmless the Company, NTD and their respective Affiliates, and their respective employees, agents, directors, officers, shareholders, and representatives from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, "Losses") incurred in connection with any judicial or non-judicial claim, action, demand, suit, or proceeding (collectively, "Claim" or "Claims") brought against them insofar as such Claim is based upon: (a) allegations that, if true, would constitute a breach of any of the obligations, representations or warranties of/by the Customer in these Fleet Media Terms and Conditions; (b) violation of law by the Customer; or (c) an infringement of third-party rights by the Customer.

## **6. THIRD PARTY BENEFICIARY**

A third party that is not a Party to these Fleet Media Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of the provisions herein, except: (a) that NTD and its Affiliates are hereby named as a third-party beneficiary under these Fleet Media Terms and Conditions and may enforce the provisions herein related to the Fleet Media Service, and any other provision under which rights are expressly granted to NTD; (b) that an Affiliate of the Company may enforce the rights and benefits granted to it under these Fleet Media Terms and Conditions; and (c) as expressly provided herein.

## **7. INJUNCTIVE RELIEF**

The Company and the Customer agree that if one Party breaches any of its obligations with respect to the other Party's Intellectual Property Rights, it will cause the other Party irreparable injury that cannot be readily remedied in monetary damages in an action at law. Therefore, the breaching/infringing Party agrees that the other Party shall be entitled to obtain, on an expedited basis from any court of competent jurisdiction, immediate injunctive relief to enjoin any such breach or prospective breach or any infringement or prospective infringement. The foregoing will be in addition to, and not in lieu of, such other remedies as a Party may otherwise have available to it under applicable law.

## **8. CONFIDENTIALITY**

8.1 Any Confidential Information of one Party (the "Disclosing Party") received by the other Party (the "Receiving Party") under these Fleet Media Terms and Conditions shall be used, disclosed, or copied, only for the purposes of, and only in accordance with, these Fleet Media Terms and Conditions. The Receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorised use, disclosure, or publication of the Confidential Information; provided, however, that a Party may also disclose the Confidential Information to its Affiliates who: (i) have a need to know such Confidential Information for purposes of carrying out its obligations under these Fleet Media Terms and Conditions, but only to the extent that such Confidential Information is needed to perform their obligations under these Fleet Media Terms and Conditions and (ii) have agreed to be bound by the confidentiality provisions in these Fleet Media Terms and Conditions. Further, either Party may disclose the terms and conditions herein to its board of directors or other similar governing body, its attorneys and accountants, potential acquisition partners or funding sources, and as required by law, rule or regulation. The Receiving Party shall notify the Disclosing Party immediately in the event of any unauthorised use, disclosure, or publication of any Confidential Information. Either Party shall have the

right to disclose Confidential Information as required by law or legal process or under the applicable rules of a securities market or exchange; provided, however, that the Party disclosing the Confidential Information shall use reasonable efforts to give the other Party a reasonable opportunity to intervene to prevent such disclosure or to obtain a protective order, and that any Confidential Information so disclosed otherwise remains subject to the confidentiality obligations set forth in this Section 8.

8.2 Each Party shall, at the other Party's option, return or destroy all Confidential Information belonging to the other Party in its possession and shall certify to the other Party that it has done so no later than ten (10) days after the termination or expiration of the subscription for the Fleet Media Service.

## **9. MODIFICATION OF TERMS AND CONDITIONS**

The Company reserves the right to modify these Fleet Media Terms and Conditions from time to time in its discretion.

## **10. TERMS AND CONDITIONS FOR EQUIPMENT**

All equipment purchased and/or leased from the Company is subject to the terms and conditions posted on the Company's website at: [www.inmarsat.com/inmarsat-solutions/](http://www.inmarsat.com/inmarsat-solutions/).

## **11. GOVERNING LAW AND JURISDICTION**

These Fleet Media Terms and Conditions, their validity, construction, interpretation, legal effect and any disputes related thereto will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.