



Fleet Media Service Pilot Programme 2015

Terms and Conditions

The Fleet Media Service Pilot Programme is subject to the Fleet Media Terms and Conditions, which are deemed to be incorporated by reference into these Fleet Media Service Pilot Programme 2015 Terms and Conditions (“**Pilot Terms and Conditions**”). In the event of any actual or potential conflict between these Pilot Terms and Conditions and the Fleet Media Terms and Conditions, these Pilot Terms and Conditions shall prevail. Unless expressly stated otherwise, defined terms in these Terms and Conditions shall have the meaning set out in the Fleet Media Terms and Conditions, which can be found at <http://www.inmarsat.com/inmarsat-solutions/>.

Inmarsat is offering a Pilot Programme of the Fleet Media Service (“**Pilot**”) for a period of three (3) months to allow Customers to trial the Fleet Media Service without having to sign-up for a full year subscription.

1.0 Process for Applying to Register for the Pilot

1.1 Those Customers seeking to apply for the Pilot must:

- (i) complete the Fleet Media Service Pilot Programme 2015 Application Form ; and
- (ii) purchase, ship, install and activate the Fleet Media Playback Server onto their vessel.

1.2 Only the following Customers are eligible to apply for the Pilot:

- (i) new and existing FleetBroadband Customers, except as set forth in Section 1.3 below;
- (ii) new and existing XpressLink Customers;

1.3 The following FleetBroadband Customers are not eligible to apply for the Pilot:

- (i) Customers subscribed to any prepay or Link packages, or
- (ii) Customers utilizing FleetBroadband 150 terminals.

1.4 The Pilot is allocated as one Pilot per vessel.

1.5 All applications must be authorised by Inmarsat.

1.6 Inmarsat reserves the right to refuse any application.

2.0 Pilot Programme

2.1 Following Inmarsat's approval of the Customer's application, the Pilot will commence and continue for three (3) months. During the Pilot, the Customer may upgrade or downgrade the Fleet Media Service without incurring any Early Termination Fees ("ETFs").

2.2 If the Customer wishes to continue with the Fleet Media Service at the end of the Pilot, the Customer need do nothing, and the Fleet Media Service will continue on the same package that existed on the last day of the Pilot and will be governed by the Fleet Media Terms and Conditions and any other applicable terms and conditions.

2.3 If the Customer does not want to continue with the Fleet Media Service following the completion of the Pilot, the Customer must provide written notice to its Inmarsat Account Manager at least fourteen (14) days before the end of the Pilot. If the Customer fails to timely provide this notice, then the Fleet Media Service will continue as set forth in Section 2.2 above.

3.0 Process for Claiming a Rebate Credit for Fleet Media Playback Server

3.1 Customers who timely notify their Inmarsat Account Manager of their intent to discontinue the Fleet Media Service (in accordance with Section 2.3 above) are eligible to receive an up to 85% rebate credit ("**Credit**") after the completion of the Pilot for the cost of the Fleet Media Playback Server if returned to Inmarsat in good, working order.

3.2 In order to receive the full 85% Credit, the Customer must:

- (i) provide prior written notice of its intent to discontinue the Fleet Media Service to its Inmarsat Account Manager at least fourteen (14) days before the end of the Pilot in accordance with Section 2.3 above; and
- (ii) return the Fleet Media Playback Server in good, working order to Inmarsat within sixty (60) days after the end of the Pilot.

3.3 Following Inmarsat's receipt of the Fleet Media Playback Server, Inmarsat will assess the condition of the Fleet Media Playback Server, and process the Credit, if any, in accordance with the terms and conditions herein.

- 3.4 If Inmarsat receives the Fleet Media Playback Server in less than good, working order and/or more than sixty (60) days after the end of Pilot, Inmarsat reserves the right to reduce or not approve a Credit for the Pilot Customer.
- 3.5 In the event that the Customer returns the Fleet Media Playback Server to Inmarsat more than sixty (60) days following the end of the Pilot and/or Inmarsat does not otherwise approve a Credit suitable to the Customer, then, at the Customer's request, Inmarsat will return the Fleet Media Playback Server to the Customer.
- 3.6 Inmarsat reserves the right to make any deduction or withholding that is required by law prior to issuing any Credit to a Customer in connection with this Pilot.
- 3.7 Inmarsat will use reasonable endeavours to issue the Credit within sixty (60) days after receipt of the Fleet Media Playback Server from the Customer, but shall incur no liability in the event that such a Credit is delayed.
- 3.8 If the Customer wishes to dispute Inmarsat's Credit decision, the Customer shall contact its Inmarsat Account Manager in writing within thirty (30) days of receiving the Credit decision, and provide full evidence to support its claim. Inmarsat may, at its sole discretion, accept or reject such dispute, but Inmarsat shall be under no obligation to provide any evidence for its determination, and Inmarsat's decision shall be final.

4.0 Miscellaneous

- 4.1 If Inmarsat determines that the Customer to whom the Credit has been made is in breach of any of these Pilot Terms and Conditions, is not eligible to participate in the Pilot or has received a Credit in error, Inmarsat shall notify the Customer in writing and, upon receipt of such notice, the Customer shall promptly return in full all Credits made by Inmarsat to it under the Pilot or such amount shall be assessed against the Pilot Customer on future invoices.
- 4.2 By registering for the Pilot, the Customer is deemed to have accepted and agreed to be bound by these Pilot Terms and Conditions.
- 4.3 Inmarsat reserves the right to vary any or all of these Pilot Terms and Conditions or introduce new terms and conditions and to amend or withdraw the Pilot at any time by placing an amended version of these Pilot Terms and Conditions on the Inmarsat's website (<http://www.inmarsat.com/inmarsat-solutions/>).

- 4.4 These Pilot Terms and Conditions represent the entire agreement of the parties relating to the Pilot and supersede all previous discussions and correspondence relating to their subject matter.
- 4.5 Nothing in these Pilot Terms and Conditions are intended to, or shall be deemed to, establish any ownership interest between the Customer and the Fleet Media Playback Server, which shall at all times remain the exclusive property of Inmarsat unless deemed by Inmarsat to have been purchased by the Customer after the Pilot. The Customer shall not charge, mortgage or otherwise provide as security the Fleet Media Playback Server and shall ensure that the Fleet Media Playback Server retains its labels and packaging for the duration of the Pilot, unless and until the Fleet Media Playback server is deemed by Inmarsat to have been purchased by the Customer after the Pilot.
- 4.6 These Pilot Terms and Conditions shall be treated as made and accepted in England, shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.