

Terms and conditions for the Inmarsat Government Customers

1. Definitions and Interpretations

1.1. In addition to capitalized terms defined elsewhere in this Agreement, the following capitalized terms have the meaning given below.

“Affected Party” means a Party affected by a Force Majeure Event.

“Affiliate” means a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, another person.

“Agreement” means this Master Supply Agreement, including the General Terms and Conditions, schedules, Product Data Sheets, and any Inmarsat order forms accepted by Inmarsat, in each case as amended from time to time in accordance with Clause 14.1.

“Business Day” means a day other than a Saturday or Sunday or public holiday observed by the US Government.

“Charges” means the charges payable by Customer to Inmarsat pursuant to this Agreement.

“Confidential Information” means all information of a confidential nature disclosed in connection with this Agreement which: (a) has been identified as such whether in writing, orally or by another means and whether disclosed directly or indirectly; or (b) the Receiving Party should reasonably recognize as being of a confidential nature and which is disclosed by the Disclosing Party to the Receiving Party whether before or after the date of this Agreement including information relating to the Disclosing Party's business affairs, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets and market opportunities.

“Customer” means the customer legal entity stated on an order form accepted by Inmarsat.

“Disclosing Party” means a Party disclosing Confidential Information.

“Effective Date” means the date of acceptance of the first order placed by Customer and accepted by Inmarsat.

“Force Majeure Event” means an event or circumstance beyond the reasonable control of an Affected Party, including strike, lock out or labor dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction (other than as a result of an act or omission by the Affected Party), accident, breakdown or unavailability of plant, machinery or Inmarsat Network, fire, flood, storm, volcanic event, solar event, increased cost in obtaining workers, goods or transport, externally caused transmission failure or Satellite failure or Satellite launch failure or delay or Satellite malfunction which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the Affected Party.

“General Terms and Conditions” means the terms and conditions contained in Clauses 1 (Interpretation) to 19 (Applicable FAR Part 12 FAR/DFAR Flowdown) of this Agreement.

“Governmental Authorization” means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body.

“Governmental Body” means any federal, state, local or other governmental authority or regulatory body entitled to exercise any administrative, executive, judicial, legislative, police or regulatory power in any jurisdiction.

“Initial Term” means 12 months.

“Inmarsat” means the Inmarsat entity identified on an order form accepted by Inmarsat.

“Inmarsat Indemnified Parties” means Inmarsat and any Affiliate of Inmarsat, and their respective officers, directors, employees, agents and sub-contractors.

“Inmarsat Network” means all or any part of the terrestrial or Satellite based communications networks over which the Products are provided, whether directly or indirectly owned or operated by Inmarsat or any of its Affiliates, or via or in conjunction with third parties.

“Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Operational Emergency” means a situation which, in the reasonable opinion of Inmarsat, acting in good faith, has caused or is likely to cause damage, unavailability, delay, interruption or interference to the Inmarsat Network or Space Segment.

“Parties” means Inmarsat and Customer or their permitted successors or assigns, and "Party" shall mean either of them, as applicable.

“Product” means a product specified on an order form accepted by Inmarsat, as further described in a Product Data Sheet. For the avoidance of doubt, “Equipment” as defined in Schedule 1 is Product, and the Equipment Specific Terms set out in Schedule 1 are a Product Data Sheet.

“Product Data Sheet” means a product data sheet which describes a Product, which has been provided by Inmarsat upon request.

“Receiving Party” means a Party receiving Confidential Information.

“Satellite” means an object located beyond the Earth's atmosphere that is used for radio communications which is owned, leased and/or operated by or on behalf of Inmarsat or any of its Affiliates now or in the future, including subsequent generation satellites.

“Satellite Access Station” or "SAS" means a ground station interfacing with one or more Satellites, with an interface to the terrestrial network in support of any Product.

“Satellite Terminal” means a terminal suitable for operation with and use of the Products.

“SIM Card” means a subscriber identity module card which uniquely identifies a Satellite Terminal.

“Space Segment” means the Satellites and all other centralized infrastructure owned, leased, and/or operated by or on behalf of Inmarsat or any of its Affiliates to support the operation of the Satellites and the Products.

“Tax” means all taxes, levies, duties, costs, withholdings, deductions, imposts, or charges of equivalent effect imposed on by any Governmental Body, whether collected by withholding or otherwise and including without limitation U.S. Universal Service Fund contributions assessed by the U.S. Federal Communications Commission.

“Technological Fraud” means the fraudulent or unauthorized use of a Product, associated hardware and/or software, (including, as appropriate, the cloning of SIM Cards or core modules and the theft or other misuse of core modules, SIM Card identification numbers or Network Service Device authentication information).

“Term” means the term of this Agreement as determined in accordance with Clause 10.

1.2. In this Agreement: (i) a reference to a statute or a statutory provision is a reference to it as amended, extended or re-enacted, from time to time, whether before or after the date of this Agreement; (ii) a reference to a document is a reference to that document as modified or replaced from time to time, whether before or after the date of this Agreement; (iii) the singular includes the plural and vice versa (unless the context otherwise requires); (iv) a reference to a Clause or Schedule is a reference to a Clause of or a Schedule to, this Agreement (unless the context otherwise requires); (v) a “person” includes a natural person, company or unincorporated body (whether or not having separate legal personality), firm, association, joint venture, partnership, government, state or agency of state; (vi) a “company” includes a company, corporation or other body corporate, whatever and however incorporated or established; (vii) “in writing” includes email and fax except as provided for in Clause 13.1. (viii) headings are for convenience only and shall not affect its interpretation; and (ix) “includes” or “including” shall mean includes or including without limitation to the generality of the text to which it relates.

1.3. In the event of any ambiguity or inconsistency within this Agreement, it shall be resolved according to the following order of precedence where those items higher in the list shall take precedence over those items lower down: (i) General Terms and Conditions, (ii) Inmarsat Policies, (iii) Product Data Sheets, and (iv) any Inmarsat (but not Customer) order form accepted by Inmarsat.

2. Inmarsat Obligations

2.1. Inmarsat shall supply the Products to Customer on the terms of this Agreement using personnel that are adequately experienced, trained, qualified and skilled.

2.2. Inmarsat shall provide system/network availability in accordance with the relevant Product Data Sheet.

2.3. Inmarsat shall use all reasonable efforts to procure and maintain any Governmental Authorizations necessary to provide the Space Segment and operate its SASs for the provision of the Products and to comply with all statutes, regulations and requirements of any Governmental Body applicable to Inmarsat, provided always that the procurement or maintenance of Governmental

Authorizations shall be at the reasonable discretion of Inmarsat in any country or flag state where the relevant authority imposes onerous financial, commercial or technical requirements as a condition of granting such Government Authorizations.

2.4. Inmarsat shall provide centralized customer and technical support to Customer on a twenty-four (24) hours a day, seven (7) days a week basis, which shall include an enquiry handling process. Inmarsat shall provide and charge at Inmarsat's prevailing rates any other technical support as may be reasonably requested by Customer, subject to any resourcing or technical restraints.

3. Customer Obligations

3.1. Customer shall pay the Charges to Inmarsat, in accordance with Clause 4.

3.2. Customer shall comply with all reasonable security measures, as notified by Inmarsat from time to time, regarding Customer's interfacing with Inmarsat's and its Affiliates' infrastructure and interfacing with the Inmarsat Network. Such security measures shall include the provision of routers, firewalls and other equipment by Customer for the purpose of maintaining network security on managed network elements.

3.3. Customer shall comply with all applicable laws and regulations and requirements of any Governmental Body applicable to Customer, and shall not use the Products or knowingly permit them to be used: (i) for any unlawful, illegal, immoral, indecent, abusive, defamatory or fraudulent purpose; (ii) in a way that interferes with Inmarsat's ability to provide products to its customers or avoids its obligation to pay for the Products; (iii) in any way that may violate or infringe the legal rights of any person (including any third party Intellectual Property); or (iv) in any way that may be in breach of any obligation of confidence or privacy.

4. Charges

4.1. The applicable Charges are set out in the Agreement provided to you by Inmarsat. The Charges, and the currency in which they are denominated, may be adjusted from time to time by Inmarsat at its discretion, upon 90 days' written notice to Customer. Customer shall also pay such Tax as Inmarsat is obligated to add, impose or collect on or in relation to the Charges.

4.2. Inmarsat shall invoice Customer electronically for each Product in accordance with the terms set out in the Agreement. Each invoice shall be due for payment (the "Payment Due Date") thirty (30) days from the date of the invoice. Where a Payment Due Date falls on a day other than a Business Day, payment shall be made by the last Business Day immediately before the Payment Due Date.

4.3. Any payment to be made under this Agreement shall be made by electronic funds transfer directly to the bank account designated by Inmarsat in writing. Customer shall be solely responsible for the costs associated with such electronic fund transfers.

4.4. Customer may dispute the Charges in an invoice in good faith by notifying Inmarsat's Global Customer Operations as soon as possible but no later than the Payment Due Date, and withhold payment of the disputed amount. Any such notice shall be in writing, shall include the reasons for the dispute and shall be sent in accordance with the provisions of Clause 15. Customer shall pay the undisputed amount of any invoice by the Payment Due Date.

4.5. Inmarsat shall have the right, for twelve months (or longer if required by law) following the date of an invoice, to issue an adjustment to an invoice in the event of the discovery of an error or adjustment affecting the invoice.

4.6. If Customer fails to pay an invoice by the Payment Due Date, Inmarsat may charge interest at a rate of 1.5% per month. Such interest shall accrue on a daily basis from the date following the Payment Due Date until actual payment of the overdue amount, whether before or after judgment. If Customer fails to pay an invoice within fourteen (14) days of Inmarsat providing written notice that Customer is in breach of its payment obligation, Inmarsat may vary the Payment Due Date and/or suspend this Agreement in whole or in part. If Customer fails to pay an invoice within thirty (30) days of Inmarsat providing written notice that Customer is in breach of its payment obligation, Inmarsat may terminate this Agreement in whole or in part.

4.7. From time to time, Customer will provide financial information as Inmarsat may reasonably request, to determine Customer's continued creditworthiness. Inmarsat will treat all financial information provided to it by Customer as Confidential Information. If Inmarsat reasonably determines that Customer's creditworthiness is insufficient to cover the full payment of all Charges, Inmarsat may require Customer to provide a financial guarantee in a form reasonably acceptable to Inmarsat in order for Inmarsat to continue to provide the Products. If Customer fails to provide the requested guarantee within twenty (20) Business Days following such request, Inmarsat may suspend the provision of the Products until such guarantee is provided.

5. Tax

5.1. Customer shall be liable for all Tax imposed on, or in respect of, the Products.

5.2. If any Tax becomes payable in respect of the Products, such Tax shall be for the account of Customer and Customer shall pay to Inmarsat such an amount as to yield to Inmarsat a net amount equal to the amount that, but for such Tax, would have been received by Inmarsat. Inmarsat shall provide, to the extent it is able, reasonable assistance to Customer to minimize the amount of any withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty.

5.3. In the event of an audit or other enquiry by any relevant tax authority related to Taxes or Tax Credits related to the Products provided by Inmarsat, the Parties shall provide such information to each other as may reasonably be regarded as necessary to comply with such audit, subject only to limitations imposed by law, confidentiality agreements with third parties, or where the information is commercially sensitive.

5.4. Save for Customer's right to withhold disputed amounts pursuant to Clause 4.4 and any deduction or withholding of Tax in accordance with this Agreement, all amounts due under this Agreement shall be paid by Customer to Inmarsat in full without any set-off, counter-claim or withholding.

6. Limitation of Liability

6.1. Subject to Clause 6.2, neither Party shall be liable on any basis, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, for direct or indirect loss of profit, loss of goodwill, business or business opportunity, revenue, anticipated saving or any other indirect or consequential loss or damage, arising under or in connection with this Agreement.

6.2. Nothing in this Agreement shall exclude or limit a Party's liability for: (a) death or personal injury to the extent resulting from its negligence; (b) that Party's fraud or fraudulent misrepresentation; or (c) any loss, liability or cost to the extent that it cannot be excluded or limited by law.

6.3. Except as set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including the Products) provided under this Agreement are excluded to the fullest extent permitted by law.

6.4. Neither Party shall be liable to the other for loss suffered as a result of damage to, or corruption or loss of, data or information transmitted in connection with this Agreement.

6.5. Inmarsat shall not be liable on any basis, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, to Customer or any third party for any loss, damage, liability or expense arising from or in connection with any unavailability, delay, interruption or degradation in or to the Products or failure of its business or operational systems, save to the extent caused by gross negligence, willful misconduct or fraud on the part of Inmarsat under or in connection with this Agreement or as expressly provided under this Agreement.

6.6. Excluding Customer's obligation to pay Charges to Inmarsat, the aggregate liability of each Party (and their respective Affiliates) to the other Party (and its Affiliates) under or in connection with this Agreement, whether in tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise, shall at all times be limited to the greater of: (i) an amount equal to the total payments which have fallen due to Inmarsat under this Agreement during the twelve (12) month period immediately preceding the event that gave rise to the claim; and (ii) [US\$1 million (one million United States Dollars)].

6.7. Customer acknowledges that Inmarsat cannot guarantee, and nor is it liable for, the security of information transmitted via the Inmarsat Network, and that Inmarsat does not warrant that the provision of any Product will be uninterrupted or error-free.

7. Indemnities

7.1. Customer shall indemnify the Inmarsat Indemnified Parties for any losses, liabilities, damages and costs (including reasonable legal costs) suffered by them which arise out of or in connection with:

- (a) a claim by a third party due to the content of any transmission made using the Products provided to Customer, including any actual or alleged defamation, obscenity, indecency, infringement of Intellectual Property or breach of privacy or security;
- (b) any failure by Customer to comply with any law or regulation applicable in respect of the Products or obtain or maintain any Governmental Authorization that is required for use of the Products; and
- (c) any act or omission of Customer resulting in loss of, or damage or degradation to, any of the Inmarsat Network or Space Segment or to a third party communications network.

7.2. Customer shall maintain either liability insurance from a reputable third-party insurer or self-insurance in an amount sufficient to cover the indemnities which it has granted under this Agreement. Customer shall, upon request of Inmarsat, provide Inmarsat with evidence of such insurance or, as the case may be, net asset value that is sufficient to cover the indemnities granted under this Agreement.

7.3. With respect to any claim for damage or loss made by a third party against an Inmarsat Indemnified Party that is required to be indemnified by Customer hereunder, Customer shall, at its own expense, defend any such claim. Inmarsat (or, as the case may be, the Inmarsat Indemnified Parties) shall in connection with any such claim (i) give Customer reasonable notice of the receipt of the claim; (ii) at the cost of Customer, provide such cooperation to Customer as is reasonably necessary for the defense of the claim, including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court processes, the provision of all relevant information and documents, and providing reasonable access to relevant employees; and (iii) not make any admissions, settlements or compromises without the prior written consent of Customer.

7.4. If, in the event of any claim subject to Clause 7.3, applicable law does not permit Customer to defend the claim as contemplated herein, then Inmarsat shall conduct its defense under instructions from Customer and not make any admissions, settlements or compromises without the prior written consent of Customer.

8. Barring and Suspension

8.1. Without prejudice to any right of termination contained herein, Inmarsat may at any time during the Term bar or suspend any Satellite Terminal(s), (or any SIM Card, as applicable) in any country or countries:

(a) where Inmarsat has a right to terminate the Agreement pursuant to Clauses 10.2(a) or (b);

(b) if Inmarsat is instructed to do so by a Governmental Body. At the reasonable request of Customer Inmarsat shall, to the extent permitted by law and the relevant Governmental Body, provide Customer with evidence of such instruction by the Government Body;

(c) if Inmarsat has reason to believe that Customer is abusing a Product or using it fraudulently or unlawfully or is failing to provide complete and accurate information; or

(d) if Inmarsat has reason to believe that the Satellite Terminal or its use or operation may adversely affect the Inmarsat Network or Inmarsat's ability to provide any of its products.

8.2. In the circumstances set out in Clauses 8.1(a) to (d), Inmarsat shall use reasonable effort to provide Customer with prior notice of the barring or suspension of a Satellite Terminal or SIM Card. Inmarsat may however bar or suspend any Satellite Terminal or SIM Card without such prior notice if required by any law or regulation, or if in Inmarsat's reasonable opinion any delay in barring the Satellite Terminal or SIM Card may cause loss or damage (including loss of reputation) to Inmarsat.

9. Withdrawal of a Product

9.1 Inmarsat may withdraw any Product, provided always that Inmarsat shall, other than in the case of an Operational Emergency or for the purpose of necessary commercial spectrum management, provide no less than twelve (12) months' prior written notice to Customer or such other period of notice as may be agreed in writing between the Parties.

10. Commencement, Duration, and Termination

10.1. This Agreement begins on the Effective Date and, unless terminated in accordance with its terms, shall continue for the Initial Term and indefinitely after that until the expiration of all orders placed by Customer and accepted by Inmarsat. Each order for a Product may have its own service term, as set out in the order and/or the Product Data Sheet. On expiration or termination of this Agreement, all orders for Products will automatically terminate.

10.2. Either Party (the "Initiating Party") may terminate this Agreement in whole or in part (including in respect of one or more Products) with immediate effect by notice in writing to the other Party (the "Breaching Party") on or at any time after the occurrence of any of the following events:

(a) a material breach of this Agreement by the Breaching Party which is not capable of remedy;

(b) a material breach of this Agreement by the Breaching Party which is capable of remedy but which the Breaching Party fails to remedy within thirty (30) days of notice of the breach being provided by the Initiating Party;

(c) an order is made or an effective resolution is passed for the dissolution of or winding up of the Breaching Party unless for the purposes of an amalgamation, merger or restructuring;

(d) a lien holder takes possession or a receiver is appointed over the whole or a material part of the undertakings or assets of the Breaching Party;

(e) the Breaching Party becomes insolvent or makes any special arrangements, composition or assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction; or

(f) an administration order is made in relation to the Breaching Party or the Breaching Party makes an application to a court of competent jurisdiction for protection from its creditors generally.

10.3. Inmarsat may terminate this Agreement with immediate effect by notice in writing to Customer on or at any time after a change of Control of Customer.

10.4. Either Party may terminate this Agreement if a Force Majeure Event occurs in accordance with the provisions of Clause 13.

11. Consequences of Termination

11.1. Termination of this Agreement does not affect a Party's accrued rights and obligations as at the date of termination.

11.2. Each Party's further rights and obligations shall cease immediately on termination except that the provisions of Clauses 1, 4, 5, 6, 7, 11, 12, 14, 15, 16 and 18 shall survive termination, as shall those other Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.

11.3. In the event of termination of this Agreement, Inmarsat may invoice all Charges accrued and all invoices issued by Inmarsat under this Agreement shall become immediately due and payable by Customer, together with any interest accrued pursuant to the terms of this Agreement.

11.4. Upon termination of this Agreement each Party shall, at the instruction of the other Party, return to the other Party or destroy all material containing any Confidential Information of the other Party.

12. Dispute Resolution

Any dispute, claim, controversy, action, cause of action, arising out of or relating to these Conditions of Sale, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the applicable law set forth in these Conditions of Sale.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under these Conditions of Sale, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

12.1. The Parties shall use all reasonable efforts to resolve any dispute amicably, which shall include the escalation of such dispute to senior management who shall meet to discuss the resolution of such dispute in good faith within fifteen (15) Business Days of written notice being provided requesting such meeting and setting out the relevant particulars of the dispute.

12.2. Subject to Clause 12.1, any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, termination, breach or validity, shall be referred to and finally resolved by arbitration under the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration currently in effect, which Rules are deemed to be incorporated by reference into this Clause. The Parties waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. The costs of arbitration shall be borne as the arbitrators direct.

13. Force Majeure

13.1. Except for completing any payment obligations, if the Affected Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, then the Affected Party's obligations under this Agreement will be suspended for as long as the Force majeure Event continues and to the extent that the Affected Party is so prevented, hindered or delayed.

13.2. If the Force Majeure Event continues for more than six (6) months starting on the day the Force Majeure Event starts, a Party may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the other Party.

14. Confidentiality and Publicity

14.1. During the Term and after termination or expiration of this Agreement for any reason the Receiving Party:

- (a) shall keep the Confidential Information confidential;
- (b) may not disclose the Confidential Information to another person except with the prior written consent of the Disclosing Party or in accordance with this Agreement, including Clauses 14.2 and 14.3; and
- (c) may not use the Confidential Information for a purpose other than the performance of its obligations under this Agreement.

14.2. During the term of this Agreement the Receiving Party may disclose the Confidential Information to the following to the extent reasonably necessary:

- (a) its employees for the purposes of this Agreement;
- (b) third parties as required to comply with applicable law or regulation including that of any Governmental Body or regulatory authority (including any recognized listing or securities authority) or as required as part of a debt financing or financial restructuring process;
- (c) its professional advisers and contractors; or
- (d) rescue agencies for the purposes of assisting in distress and safety missions

(each a "Recipient"), provided that the Receiving Party shall make each Recipient aware of and ensure compliance with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement. In addition, Inmarsat may disclose Confidential Information to third parties in connection with national or international accident investigations or safety improvements activities.

14.3. Clauses 14.1 and 14.2 do not apply to Confidential Information which (a) comes into the public domain other than through a breach of this Agreement by the Receiving Party or a Recipient, (b) can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party, or (c) subsequently comes lawfully into the possession of the Receiving Party from a third party without any obligation of confidentiality.

14.4. Upon request from the Disclosing Party the Receiving Party shall promptly return to the Disclosing Party or destroy (as requested) all copies of Confidential Information, except that the Receiving Party may retain that Confidential Information required to be retained by it pursuant to applicable law.

14.5. Without limiting the generality of Clause 14.2 (b) above, either Party may disclose all or part of the terms of this Agreement to the extent required by applicable law, a court of competent jurisdiction or by a Government Body or the requirements of any

recognized listing or securities filing authority should that Party seek such listing or filing for itself or, if part of a wider group of companies, should its direct or indirect parent company so seek such listing or filing.

14.6. Notwithstanding the rest of this Clause 14, Inmarsat may provide Customer Confidential Information to Inmarsat's Affiliates only as reasonably required for Inmarsat's legitimate business purposes, provided that Inmarsat maintains the confidential nature of the Confidential Information in accordance with this Clause 14.

14.7. Inmarsat shall have in place a policy to ensure that Confidential Information disclosed by Customer to Inmarsat in accordance with the provisions of this Agreement is held in a manner that reflects Inmarsat's obligations under relevant competition laws.

14.8. Inmarsat shall be entitled, without restriction or the need to obtain Customer's prior consent, to publicize the fact that Customer is a customer of Inmarsat. Except for this, neither Party will make any public announcement or issue any press release concerning this Agreement or the transactions contemplated under this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.

15. Notices

15.1. Any and all notices required or permitted to be given under this Agreement will be in writing in the English language and will be sufficiently given when delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested; (c) by facsimile transmission, or (d) by email, addressed to the recipient set out below or such other address as may be notified by a Party to the other from time to time. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given three days after the date of posting. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail shall be deemed to have been made on the Business Day on which the notice is first stored in the other Party's electronic mailbox.

Inmarsat
Inmarsat Government Legal Department
11600 Sunrise Valley Drive, Suite 200, Reston VA 20191
Email: legal.notices@inmarsatgov.com

Customer
Contact details notified to Inmarsat

This Clause does not apply to permit the use of fax or email for the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution or the delivery of a notice of termination.

16. General

16.1. Amendments. Inmarsat may amend an Inmarsat Policy or Product Data Sheet upon at least ninety (90) days' prior written notice (which may be provided by email and/or via the Inmarsat portal), except in the case of an Operational Emergency, in which case Inmarsat may make any necessary amendment and provide notice of any amendment to Customer as soon as is reasonably practicable following the amendment. Save where otherwise expressly permitted hereunder, the terms and conditions set out in this Agreement may not be amended or modified in any manner except by agreement in writing signed by both Parties.

16.2. Sub-contractors. Inmarsat will be entitled to sub-contract any of its obligations to a third party, provided that Inmarsat shall remain responsible for the acts and omissions of any sub-contractor in connection with the performance of Inmarsat's obligations under this Agreement.

16.3. Assignment. Subject to clause 16.2, neither Party may assign, novate, subcontract, charge, transfer or otherwise dispose of this Agreement or any rights or obligations under it without the written consent of the other Party (which consent shall not be unreasonably withheld or delayed), except that Inmarsat may assign or novate any and all rights and obligations hereunder to any Inmarsat Affiliate.

16.4. Waiver. A failure of either Party to exercise, a delay in exercising or partial exercise of, a right or remedy provided by the Agreement or by law will not constitute a waiver of the right or remedy by that Party, a waiver of other rights or remedies or a further exercise of the right or remedy. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

16.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings and communications, whether written or oral, between the Parties relating to the matters addressed herein. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Each Party agrees that it shall have no remedies in respect of any (non-fraudulent) statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement, and no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16.6. Invalidity. Should any provision of this Agreement be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision shall be given no effect and shall be deemed not to be included in this Agreement without invalidating any of the remaining provisions of this Agreement. The Parties shall forthwith enter into good faith negotiations to amend this Agreement in such a way that, as amended, is valid, legal, enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision.

16.7. Relationship of Parties. The Parties intend that the relationship created between them by this Agreement shall be as independent contractors. This Agreement is not to be construed in any way as creating any partnership, principal-agent, master-servant, joint venture or other similar relationship between the Parties. Except as expressly authorized under this Agreement, Customer will not resell or otherwise make available Products to any third party.

16.8. Rights of Third Parties. A third party that is not a Party to this Agreement has no rights under this Agreement, except that an Inmarsat Indemnified Party may enforce the rights and benefits granted to it under this Agreement. The rights of the Parties to terminate, rescind or agree any amendment, waiver or settlement under this Agreement are not subject to the consent of any other person.

16.9. Network Data. In supplying the Products, Inmarsat collects certain data from the Inmarsat Network and the Satellite Terminals which connect to the Inmarsat Network, including without limitation set-up, environmental, location, technical, operational and other data ("Network Data"). Inmarsat may use such Network Data (excluding any personal data or the contents of any transmissions) whenever collected on a standalone or aggregated basis (including in conjunction with any other data), for its

business purposes (such as to provide, develop and improve Inmarsat’s products and the Inmarsat Network) and/or to be shared or sold to third parties. Inmarsat shall also be entitled to associate such Network Data with the identity of the customer and/or details of the vessel or aircraft on which the Satellite Terminal is located and disclose the same.

17. Anti-Corruption Compliance

17.1. Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act (“Relevant Requirements”).

18. Governing Law

18.1. The construction, validity and performance of this Agreement and all matters arising from or connected with it are governed by and construed in accordance with the laws of Virginia without regard to its conflict of laws provisions.

18.2. If so, requested in writing by Inmarsat, Customer shall, within thirty (30) days of such request, appoint an agent for service of process or any other document or proceedings in Virginia in relation to the subject matter of this Agreement, and shall notify Inmarsat forthwith. The address of Inmarsat for service of such process and any other such document or proceedings shall be those specified in Clause 15 (Notices), unless and until any alternative addresses are notified to Customer for that purpose.

19. Applicable FAR Part 12 FAR/DFAR Flowdown

As used herein, “FAR” shall mean the Federal Acquisition Regulation, “DFARS” shall mean the Department of Defense Supplement to the FAR. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the Order, such clauses are those in effect on the date of the Order and Inmarsat agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer’s contract with its customer.

In all such clauses, unless otherwise specified, “the Contract” shall mean the Order from Buyer, “Contractor” shall mean Inmarsat, “Contracting Officer” shall mean Buyer, “Government” shall include Buyer to the extent necessary to enable Buyer to administer the Order and to perform its obligations under its Government prime contract or higher- tier subcontract, and “subcontract(s)” and “subcontractor(s)” shall mean Honeywell’s lower-tier subcontract(s) and subcontractor(s), respectively, issued pursuant to this Agreement, to the extent agreed in the tables below. “SAT” shall mean Simplified Acquisition Threshold.

Reference 52.212-5(e), Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Nov 2017), the Contractor is not required to flow down any FAR clause, other than those reference in 52.212-5 (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause. Note if a FAR Part 12 subcontract under a FAR 15 prime contract references 52.244-6.

Clause	Reference	Applicability
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Contractor Code of Business Ethics and Conduct	52.203-13	Applies to all Contracts that have a value of \$5,500,000 or more and a period of performance of more than 120 days.
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19	All
Utilization of Small Business Concerns	52.219-8	If value of this Contract exceeds SAT unless personal services Contract or Contract performed entirely outside of the U.S.
No displacement of Qualified Workers	52.222-17	Applies to Service Contracts only.
Prohibition of Segregated Facilities	52.222-21	If Contract includes 52.222-26.
Equal Opportunity	52.222-26	Applies to all Contracts \$10,000 or more.
Equal Opportunity for Veterans	52.222-35	If value of this Contract equals or exceeds SAT.
Affirmative Action for Workers with Disabilities	52.222-36	If value of this Contract equals or exceeds \$15,000.
Employment Reports on Veterans	52.222-37	If value of this Contract exceeds SAT and includes 52.222-35.
Notification of Employee Rights Under the National Labor Relations Act	52.222-40	If value of this Contract exceeds SAT, work performed in U.S. and no exemption granted by Secretary.
Combating Trafficking in Persons and	52.222-50	All
Privacy Training and Alternate I	52.224-3	If Contractor will (1) Have access to a system of records;(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records. When an agency specifies that only its agency-provided training is acceptable, use the clause with its Alternate I.

If this Commercial Item Contract is in support of a DOD Contract, the following DFARS clauses apply as required in Contracts for commercial items or components awarded at any tier under this Contract.

Reference DFARS [212.301](#) (Dec 2017), Solicitation provisions and Contract clauses for the acquisition of commercial items as follows:

Clause Title	Reference	Applicability
Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252.204-7009	All
Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012	All
Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007	All

Schedule 2

1. Definitions

“Equipment” means any equipment supplied by Inmarsat under this Agreement. For the avoidance of doubt, Equipment is a Product for the purposes of this Agreement, and these Equipment Specific terms are a Product Data Sheet.

2. Delivery/Freight Charges/Risk of Loss

2.1. Unless otherwise agreed to by the Parties prior to shipment, all Equipment purchased, rented or leased by Customer will be shipped FCA [Inmarsat location] (INCOTERMS 2010). Customer will pay all costs incurred by Inmarsat to ship the Equipment to Customer’s designated location. Equipment will be deemed delivered to Customer upon passing of the Equipment to a carrier. Inmarsat will endeavor to comply with the delivery terms reasonably requested by Customer.

3. Partial Shipments

3.1. 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.

4. Title

4.1. Title to the Equipment will transfer from Inmarsat to Customer upon later of Inmarsat’s receipt of the full sale price and any applicable taxes, fees, and freight and other charges and placement by Inmarsat (or by the manufacturer if drop shipped) of the Equipment with the carrier for shipment to Customer. Until such time, Inmarsat will retain title to the Equipment and have a security interest therein. Customer will keep Equipment to which Inmarsat has retained title free from any liens, charges, claims or

encumbrances and will execute all such documents as may be reasonably required by Inmarsat to evidence or perfect its security interest.

5. Inspection and Acceptance

5.1 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 within thirty (30) days after: (i) receipt of the Equipment; or (ii) the earlier of when a defect is discovered or should have been discovered; provided, however, that Customer must exercise the rights under this Paragraph before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

6. Refunds/Restocking Fees

6.1. 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.

7. Liability for Data Use

7.1. Customer shall be fully liable for payment for any and all data charges accrued through the use of the Equipment [by its Service Providers and/or Subscribers]. It is the sole obligation and responsibility of Customer to ensure that all Equipment and associated computer hardware and software are properly configured (including with respect to any services with which they are used) and that only authorized users are permitted access to the Equipment. No credits or refunds will be provided by Inmarsat for data (or voice) usage that is alleged to be accidental, inadvertent, or unauthorized.

8. Warranty

8.1. Inmarsat warrants that the Equipment will be free from material defects in workmanship and materials for a period of one year. Where permitted, Inmarsat shall pass on to Customer any additional warranty period that Inmarsat receives from the Equipment manufacturer beyond the one-year Inmarsat warranty.

8.2. Inmarsat also warrants that any used or refurbished Equipment will be free from material defects for a period of thirty (30) days.

8.3. The warranty periods referred to in Paragraphs 1, 8.2 and 8.6 will commence at the time of delivery of the Equipment pursuant to this Agreement.

8.4. Subject to the terms of this Schedule, Inmarsat will during the warranty period where a valid warranty claim has been raised, at its sole option either repair or replace the nonconforming Equipment containing material defects in workmanship and materials. If Inmarsat determines that neither repairing nor replacing the Equipment 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 the terms of this Schedule, the remedies set out under this Paragraph 8 are Customer's sole remedy in the event of a warranty claim.

8.5. All repairs on warrantable defects within the warranty period will be performed by Inmarsat 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.

8.6. 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.

8.7. The warranty under this Paragraph 8 does not extend to any defect resulting from the Equipment being 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 to Customer from time to time. All warranties offered by Inmarsat are a "back-to-base" warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to Inmarsat's designated premises and also the transportation cost of returning the Equipment following a repair from Inmarsat's designated premises to Customer's premises. If Customer requires an Inmarsat technician to travel to Customer's location to perform warranty services, Customer will be responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. Inmarsat will provide a written estimate of travel costs upon request.

8.8. All warranties offered by Inmarsat are a "back-to-base" warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to Inmarsat's designated premises and also the transportation cost of returning the Equipment following a repair from Inmarsat's designated premises to Customer's premises. If Customer requires an Inmarsat technician to travel to Customer's location to perform warranty services, Customer will be responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. Inmarsat will provide a written estimate of travel costs upon request.

9. Operating Procedures

9.1. Customer shall [and shall procure that its Service Providers and Subscribers shall] comply with all procedures ("Procedures") established by such third parties that supply the Equipment to Inmarsat, as may be provided and/or modified from time to time. Inmarsat shall provide Customer with the applicable Procedures upon execution of the Agreement and at any time when the Procedures are modified. Inmarsat will not be liable for Customer's use of the Equipment in a manner inconsistent with the Procedures.

9.2. Customer shall not [and shall require that its Service Providers and Subscribers shall not] modify the Equipment in a manner that infringes the Procedures or would otherwise alter the transmission characteristics of the Equipment.

9.3. In the event that Customer desires to connect its infrastructure to the Inmarsat Network or the network of Inmarsat's Suppliers, it shall comply in full with any and all performance criteria established by Inmarsat and/or its Suppliers. Customer shall request copies of any relevant performance criteria from Inmarsat prior to establishing any such connection.

10. General

10.1. Nothing in these Equipment Specific Terms shall serve to exclude or limit any statutory right that cannot be excluded or limited by law.

11. Rental Equipment

11.1. Inmarsat will retain title to any and all Equipment that is rented or leased to Customer.

11.2. Unless otherwise agreed, all rental Equipment will be shipped FCA Inmarsat's warehouse (INCOTERMS 2010) to Customer's designated premises.

11.3. Customer agrees, at Customer's sole expense, to: (i) insure such Equipment against loss by fire, theft and any other casualty covered by standard fire and extended coverage insurance, for the full current replacement value; (ii) keep the Equipment free and clear from all adverse liens, security interests and encumbrances; (iii) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Equipment, in accordance with Inmarsat and/or the manufacturer's specifications (and any failure to provide such proper and suitable environment will void any warranty on the Equipment); (iv) keep the Equipment clearly labeled as property of Inmarsat, in good order and repair and comply with any maintenance instructions given by Inmarsat, (v) not transfer the Equipment or all or part of Customer's interest therein; and (vii) return the Equipment to Inmarsat at the end of the rental term in good condition, normal wear and tear excepted.

11.4. Inmarsat may charge Customer and Customer will pay Inmarsat for the fair market value of the Equipment, in its reasonable determination, if Customer fails to return the Equipment to Inmarsat within thirty (30) days of the end of the rental term.

11.5. Any breach by Customer of this Paragraph 11 shall entitle Inmarsat to enter Customer's premises where the Equipment is reasonably believed to be located, and remove such Equipment without any legal process or notice, and without being liable for trespass or damage, and to declare all amounts remaining unpaid to be immediately due and payable by Customer.

12. Equipment Installation and Maintenance

12.1. 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 Products being used and that only authorized users are permitted access to the Equipment.

12.2. Customer shall at all times comply with the standards, operating procedures, and requirements required by Inmarsat for the Equipment installation and operating environment. Customer's responsibilities under this Paragraph include, but are not limited to the provision at Customer's expense of suitable accommodation, foundations, environment and essential services (including suitable electric power and earthing arrangements at points and with connections specified by Inmarsat) at Customer's premises, to enable

Inmarsat to provide the Products. Additionally, Customer understands and agrees that the power supply to the antenna should always be connected onboard and, where applicable, the crew shall not be allowed to switch this off without noticing Inmarsat in advance.

13. Software License and Intellectual Property

13.1. Effective upon delivery, Inmarsat herein grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment, including any third-party software (the "Software"), for as long as Customer is entitled to use the Equipment.

13.2. 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 this Paragraph 13, the third-party terms will prevail.

13.3. Customer may use the Software only for internal purposes and only in connection with the Equipment and other Products 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.

13.4. If the Customer using the Equipment or Software is the U.S. Government, then the following restrictions apply:

(a) the Software provided is software developed at private expense and is not in the public domain;

(b) 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; and

(c) 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.

13.5. Other than as specifically set forth in this Paragraph 13, 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 this Agreement.