

## INTELIE LIVE SUBSCRIPTION AND OTHER SERVICES AGREEMENT

This **INTELIE LIVE SUBSCRIPTION AND OTHER SERVICES AGREEMENT**, dated as of the Effective Date (this "**Agreement**"), between RigNet, Inc., a Delaware corporation ("**RigNet**") and \_\_\_\_\_, a \_\_\_\_\_ [entity type] ("**Customer**") (RigNet and Customer are each a "**Party**" and, together, the "**Parties**") is the agreement which governs (i) the terms and conditions whereby Customer agrees to subscribe for certain Intelie LIVE Subscriptions, and (ii) the provision of Maintenance Services by RigNet to Customer during the Subscription Term. Development and other Professional Services shall be governed by Annex A of this Agreement.

1. **Master Agreement.** Each Intelie LIVE Subscription or other Service under this Agreement will be defined in a Purchase Order. Each Purchase Order shall be executed separately, dated and, when so executed by both parties and delivered to RigNet will be incorporated herein by reference and shall become a part of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Purchase Order, and (3) the Documentation. Each Purchase Order together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement consisting of the terms and conditions contained in such Purchase Order together with the terms of this Agreement. This Agreement specifically supersedes and replaces the terms and conditions of all prior agreements between RigNet and Customer, including, but not limited to, any shrink-wrap agreements, click-wrap agreements or demo or trial agreements which may accompany or are embedded in RigNet's products or which have been previously in force between the parties. RigNet and its agent, contractors and representatives performing Services under this Agreement shall be independent contractors and shall not be deemed to be an agent or employee of Customer. The legal relationship of any person performing services for RigNet shall be one solely between RigNet and such person. Both parties acknowledge that they are not joint employers or co-employers. All Exhibits, Schedules, Annexes and Purchase Orders referred to herein are hereby incorporated into this Agreement by this reference and made a part hereof including, but not limited to, the Professional Services Terms and Conditions.

2. **Definitions.**

a. "**Additional Intelie Applications**" means those applications running on Intelie LIVE in addition to those initially provided by RigNet under a Purchase Order that are created by RigNet, by any RigNet implementation partner, or by Customer with guidance from RigNet.

b. "**Affiliates**" means any other entity directly or indirectly controlled by, controlling or under common control with a Party, and "**control**" for this purpose is understood to include the power to direct the conduct and management of the affairs of the entity in question, whether by ownership or holding by proxy of outstanding voting securities, by contract, by operation of law or otherwise, provided that in the case of control by ownership or holding of equity securities, the controlling entity owns or holds at least 50% of the outstanding voting and equity rights in the person being controlled.

c. "**Database**" means the software storage mechanisms that Intelie LIVE uses to store data, including database tables, views, stored procedures, functions and replication scripts.

- d. **“Documentation”** means the published user manuals that RigNet makes generally available for Intelie LIVE or the other Services.
- e. **“Effective Date”** means the date upon which a Purchase Order delivered hereunder was signed by Customer and accepted in writing by RigNet.
- f. **“Implementation Services”** means those services necessary to complete RigNet’s standard configuration of a Software Subscription for Customer.
- g. **“Licensed Software”** means only those software modules that are required to be installed on Customer’s infrastructure in order for Customer to access or input data into a Software Subscription.
- h. **“Maintenance Services”** means the provision by RigNet of the maintenance and technical support services set forth in Section 5 and Annex B in connection with Customer’s paid subscription to a Software Subscription. Maintenance Services specifically exclude (i) implementation of upgrades or enhancements, (ii) configuring or modifying the Software Subscription for Customer, (iii) User training, (iv) problems related to any hardware not provided to Customer by RigNet as part of the Software Subscription, and (v) assistance with third-party software not provided to Customer by RigNet as part of the Software Subscription. RigNet will charge Customer at its then applicable time and material rates for providing the excluded services.
- i. **“Non-RigNet Applications”** means a web-based or offline software application that is provided by Customer or a third party and interoperates with a Software Subscription, including, for example, an application that is developed by or for Customer or is identified as beta, trial or by a similar designation.
- j. **“Professional Services”** means the provision of consulting services by RigNet (other than the Software Subscription and Maintenance Services) to provide (i) configuration of a Software Subscription to integrate with or be accessible from a production environment other than the standard production environment recommended by RigNet as set forth in the Documentation, (ii) configuration of a Software Subscription to function in respect of specifications other than those published in the Documentation or (iii) modification of existing functions and features of a Software Subscription or development Additional Intelie Applications, in each case to satisfy specifications provided by or requested by Customer.
- k. **“Purchase Order”** means RigNet’s standard purchase order or other written instrument delivered under this Agreement specifying the Software Subscriptions subscribed to by Customer and other Services purchased by Customer, but specifically excluding all of Customer’s pre-printed terms contained thereon.
- l. **“RigNet”** includes RigNet’s Affiliates that have signed a Purchase Order as the entity providing Services as evidence by the Purchase Order pursuant to which such Services were purchased.

m. **“RigNet’s Intellectual Property”** means all computer programs, Documentation, Software and other products delivered by RigNet hereunder, and any information, materials, ideas, inventions and expressions, works of authorship, and data derived therefrom or related thereto and to RigNet’s business, regardless of form, and all copyrights, trademarks, service marks, logos, patents, proprietary information, and other intellectual property rights and goodwill pertaining thereto.

n. **“Services”** include any Software Subscriptions, Maintenance Services, and Professional Services, ordered by Customer from time to time pursuant to a Purchase Order.

o. **“Severity Level”** means the rating by RigNet of the severity of a support request which defines how RigNet support shall respond in accordance with RigNet’s then current Severity Level definitions.

p. **“Site”** means any one rig or other facility with data processed by the Intelie LIVE Software Subscription.

q. **“Software”** means the master program in electronic media format, instruction information and any other RigNet copyrighted written material supplied with the electronic format, and only includes the modules and options of the Software referred to in the Purchase Order and any amendments thereto.

r. **“Software Subscription”** means the Intelie LIVE License Software subscribed by Customer for the Subscription Term specified in a Purchase Order and for which such subscription is provided by RigNet through Customer’s use, under limited license, of software owned or licensed to RigNet and under RigNet’s control.

s. **“Subscription Term”** means, unless earlier terminated in accordance with this Agreement, the initial term set forth in a Purchase Order during which RigNet shall provide each Software Subscription (and the services related thereto) to Customer, together with each renewal term thereafter.

t. **“Test Software Subscription”** means the Software subscribed to by Customer for non-production, test, development or training purposes for the Subscription Term specified in a Purchase Order and for which Software is provided by RigNet through Customer’s use of software owned by or licensed by RigNet and under RigNet’s control. Test Software Subscriptions may not be used for any production purposes, piloting purposes or live data processing. In order to perform any production, piloting or live data processing, Customer must pay RigNet for a separate production Software Subscription.

u. **“Customer”** includes Customer’s Affiliates that have signed a Purchase Order as the entity subscribing for Services as evidenced by the Purchase Order pursuant to which such Services were purchased.

v. **“Customer Data”** means any data provided by Customer for use with the Services, including any data Customer loads into Intelie LIVE. Customer Data does not include anonymous data processed or derived from Customer’s use of the Services.

w. **“Customer Tenant”** means a Customer-specific application environment within Intelie LIVE including Customer’s configuration, reports and data.

3. **Subscription.**

a. **Subscription and License.** Subject to the terms and conditions of this Agreement and Customer’s full compliance herewith and according to the scope, time period and other terms indicated on the applicable Purchase Order attached hereto, during the Subscription Term for each Software Subscription subscribed to by Customer under this Agreement, RigNet shall make such Software Subscription available to Customer and provide Customer with the service associated with such Software Subscription in accordance with the terms of this Agreement and the terms set forth in the Purchase Order associated with such Software Subscription. Customer agrees that the purchases hereunder are neither contingent on the delivery of any future features or functionality nor dependent on any written or oral public comments made by RigNet regarding future features or functionality. If the Software Subscription subscribed to by Customer requires Customer to use and/or install any Licensed Software on Customer’s computer systems in order to access or use the Software Subscription under the terms of this Agreement and applicable Purchase Order, then RigNet hereby grants Customer and Customer hereby accepts from RigNet, a terminable, limited, non-exclusive, non-sublicensable, and non-transferable right and license to install and use such Licensed Software during the Subscription Term and solely for the purposes of accessing and using such Software Subscription. The Licensed Software, the Documentation, all software used by RigNet in the provision of the Software Subscription and all modifications, changes, enhancements or fixes made to the Licensed Software, the Software Subscription or the software used by RigNet in the provision of the Software Subscription (whether such changes were made by RigNet in its sole discretion or at the request of Customer, whether or not Customer engaged with or paid RigNet for such purpose) and all intellectual property rights and proprietary rights in the foregoing will remain the sole and exclusive property of RigNet and/or its suppliers and may not be copied, reversed engineered, published or distributed except as expressly permitted in this Agreement. Customer hereby agrees to transfer and assign to RigNet all ownership rights to such intellectual property that may be deemed a “work made for hire” under U.S. copyright law or otherwise deemed to be owned by Customer by operation of law.

b. **Subscription Term & Renewal.** Upon the expiration of the initial Subscription Term set forth in a Purchase Order, each Software Subscription shall automatically renew for an additional Subscription Term of equal duration unless either party notifies the other party in writing of its election not to renew such Software Subscription at least forty-five (45) days prior to the expiration of the then-current Subscription Term. Unless otherwise set forth in a Purchase Order, each Software Subscription that is renewed under this Agreement, shall renew based upon RigNet’s then-current list pricing at the time of such renewal. All invoices and renewal invoices will be for a Software Subscription duration of no less than one (1) year in length.

c. **Rights and Limitations of Use of Service Subscription.** Customer shall not (i) use a Software Subscription to access any service that Customer has not subscribed and paid for or (ii) allow any person who is not a Customer employee to access a Software Subscription without prior written authorization from RigNet. Customer will ensure that no contractor, customer or other person that is not a Customer employee will access the Software Subscription without prior written authorization from RigNet. If Customer access services for which Customer has not subscribed or Customer allows an unauthorized individual to access a Software Subscription, then, unless otherwise agreed by both Parties in writing, RigNet may bill Customer and Customer shall pay RigNet for such additional services based upon RigNet's then-current list price, with each unauthorized user counting as a new Site. Payment obligations are non-cancellable for the full term of the Purchase Order and fees paid are non-refundable. Software Subscriptions may be subject to other limitations as specified in the Documentation, such as, for example, on the number of calls Customer is permitted to make against the Software Subscription's application programming interface, and limits on disk storage space. If a Software Subscription is not otherwise labeled in the Agreement, the Software Subscription is for production purposes for Customer. If Customer chooses to separately subscribe for a Test Software Subscription, Customer will purchase a Test Software Subscription from RigNet. Customer must at least have one active production Software Subscription in order to separately purchase one or more Test Software Subscriptions. Customer may use a production Software Subscription for test, development or training purposes, but Customer may not use a Test Software Subscription for production or piloting purposes. Customer shall not copy or duplicate the Licensed Software or Documentation. Customer may not access the Software Subscription or Documentation to build a competitive product or service. Customer shall not reverse engineer, disassemble, translate, modify, adapt or decompile the Licensed Software or apply any procedure or process to the License Software or any Software Subscription in order to ascertain, derive and/or appropriate the source code or source listings for the Licensed Software or any other software used by RigNet in connection with the Software Subscription or a trade secret or other proprietary information contained in the Licensed Software or contained in any other software used by RigNet in connection with the Software Subscription.

d. **Proprietary Rights.** All rights, title, and interests, including copyrights and any other intellectual property rights, in and to the Licensed Software (including, but not limited to all source code, database schemas, images and other information incorporated into the Licensed Software), the Documentation and all software used by RigNet in connection with the provision of each Software Subscription (including, but not limited to, all source code, database schemas, images and other information incorporated into such software) are owned by RigNet or its suppliers. The Licensed Software and Documentation are protected by copyright laws and international treaty provisions. Accordingly, Customer is required to treat the Licensed Software like any other copyrighted material, except as otherwise allowed pursuant to Section 3.1. Unless specifically stated otherwise in a Purchase Order in writing, any and all modifications, enhancements and/or additions made to the Licensed Software, the Documentation or a Software Subscription, and any anonymous data derived from Customer's use of any of the foregoing, shall be and remain the sole, exclusive property of RigNet (whether such modifications, enhancements, derivations, or additions were made by RigNet in its sole discretion or at the request of Customer, whether or not Customer engaged with or paid RigNet for such purpose). The Licensed Software is not sold, and instead is only licensed for use, strictly in accordance

with this Agreement. Unless specifically stated otherwise in a Purchase Order in writing, Customer grants RigNet a worldwide, perpetual, irrevocable, fully paid up, royalty free license to use, commercialize, and incorporate into the Software Subscription any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or users relating to the operation of the Software Subscription.

e. **RigNet's Responsibilities.** RigNet shall use commercially reasonable efforts to make each Software Subscription available 24 hours a day, 7 days week, except for (i) scheduled down-time or scheduled maintenance, for which RigNet gives advance notice that a Software Subscription will be unavailable; (ii) down-time caused by circumstances beyond RigNet's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, internet or telecommunications failures or delays involving hardware or software not within RigNet's possession or reasonable control, network intrusions or denial of service attacks, or (iii) restrictions to providing the Software Subscription to comply with applicable laws and government regulations. As between Customer and RigNet, Customer will retain all right, title and interest in and to the Customer Data. Customer grants to RigNet a non-exclusive license to use, copy, store, modify and display the Customer Data solely to the extent necessary to provide the RigNet products and services to Customer, including fulfilling any obligations hereunder. Customer agrees that RigNet may export any personal data provided by Customer hereunder, either with respect to Customer Data, or with respect to individuals' business contact information (including names, phone numbers and e-mail addresses) to any country in which RigNet does business, and that the processing and export of such personal data shall be carried out in compliance with the applicable law relating to data protection. Such information will be processed and used in connection with the business relationship between RigNet and Customer, and may be provided to contractors, business partners, and assignees of RigNet for uses consistent with business activities concerning Customer. RigNet hereby notifies Customer that Customer has the right to consult, amend, cancel or oppose processing and/or export of Customer's personal data. In addition, RigNet may perform analysis of data related to the use of the software to aid in the enhancement of RigNet's Software Subscription and other products. These analyses will not involve disclosing detailed data or information identifiable to Customer to non-affiliated third parties of RigNet. Unless otherwise noted in a Purchase Order, RigNet shall retain sole and exclusive ownership, including all intellectual property rights, as to the collective data set, data models, processes, summarized indices, calculated indices, and report formats and other products developed from such analyses, and shall have the exclusive right to utilize such processes, models, summarized indices, calculated indices, etc., in any future deliverables and services that may be created by RigNet as part of RigNet software products or services.

f. **Customer's Responsibilities.** Customer is responsible for all activities that occur at or under Customer's Sites and all Customer authorized users of the Services. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data inputted by or for Customer or processed using the Software Subscription, (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Subscription, and notify RigNet promptly of any such unauthorized use, (iii) comply with all applicable local, state, federal, and foreign laws in using each of the Software Subscriptions and (iv) Customer will use each Software Subscription only in accordance with the Documentation and shall do so using only passwords and user

accounts which are rightfully possessed by Customer. Customer shall not (I) make the Software Subscription available to anyone but Customer employees, unless specifically authorized in writing by RigNet, (II) interfere with the integrity or performance of the Software Subscription or third-party data contained therein, (III) attempt to gain unauthorized access to the Software Subscription, or (IV) sell, resell, lease or rent the Software Subscription. In addition, Customer is required to maintain its own staffing and process to provide the first level of support for its end users of the Software Subscription ("**First Level Support**"). Customer's First Level Support shall include, but not be limited to, (A) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the Software Subscription, (B) a diagnosis of problems or issues of the Software Subscription, and (C) a resolution of problems or issues with the Software Subscription. If after reasonable efforts to diagnose or resolve problems or issues of the Software Subscription, Customer's Support Contacts may contact RigNet for Support on the Service Subscription as described in Section 5.

g. **Third Party Products or Services.** Certain RigNet technology used in the provision of such RigNet solution may consist of or include copyrighted and proprietary third- party products, materials and/or services, including, without limitation, the browser based or mobile software. RigNet may at any time replace such products or services with comparable or improved products or services. In the event RigNet replaces such product or service, the provisions of this Agreement shall continue except for (i) changes of names to properly describe products and third-party provider, and (ii) any other terms and conditions agreed to be added or deleted in an Addendum hereto, if any, agreed by the Parties.

h. **Interoperation with Non-RigNet Applications.** The Software Subscription may contain features designed to interoperate with Non-RigNet Applications. To use such features, Customer may be required to obtain access to Non-RigNet Applications from their providers, and may be required to grant RigNet access to Customer's account(s) on the Non-RigNet Applications. If the provider of a Non-RigNet Application ceases to make the Non-RigNet Application available for interoperation with the corresponding Software Subscription features on reasonable terms, RigNet may cease providing those Software Subscription features without entitling Customer to any refund, credit or other compensation.

i. **Solicitation of Employees.** During the Term of this Agreement, and for one (1) year following its termination neither Party shall directly or indirectly, hire any employees from the other Party who were directly involved in the performance or receipt of Services without the other Party's prior written approval. For the purposes of Section 3(i), a RigNet employee was directly involved if that employee participated in project meetings or project tasks related to the Services.

#### 4. **Delivery and Payment Terms.**

a. **Delivery.** Upon execution and delivery of this Agreement and each Purchase Order by Customer and RigNet, RigNet shall make each Software Subscription, the Licensed Software and the Documentation specified in the applicable Purchase Order available to Customer, or otherwise commence the specified Services. Title to the Licensed Software, the Documentation and all software used by RigNet to provide the Software Subscription shall at all times remain solely with RigNet.

b. **Payment Terms.** Upon execution of each Purchase Order by both Parties, RigNet shall deliver an invoice to Customer specifying the subscription fees payable by Customer pursuant to such Purchase Order. Customer shall pay all subscription fees specified therein within 30 days of the invoice date. Subscription fees are based upon services purchased and not actual usage. Obligations to pay are non-cancelable and payments are non-refundable. Other Services will be invoiced as specified in the applicable Purchase Order. If Customer has not paid any invoice within thirty (30) days of the invoice date, then Customer shall accrue interest at a rate equal to the lesser of (i) 15% per annum and (ii) the maximum rate permitted by law. In the event Customer is delinquent in the payment of any amounts due RigNet, RigNet may suspend access to the Software Subscription and other Services upon seven (7) days advance written notice to Customer. The suspension may continue until such overdue amounts are paid in full. A suspension under this Section 4(b) will not constitute a termination of the Agreement, nor will it relieve Customer of any of its obligations or liabilities under the Agreement.

5. **Maintenance Services.**

a. **Maintenance Term.** Upon Customer's payment of the subscription fees associated with each Software Subscription purchased by Customer, RigNet shall provide Maintenance Services to Customer in accordance with this Section 5 during the Subscription Term. In the event Customer fails to pay any portion of a subscription fee in respect of a Software Subscription, RigNet's obligations and duties under is Section 5 and Customer's rights under this Section 5 shall terminate in respect of all Services.

b. **Support.** RigNet has made available to Customer a support email address and a support website address (the "**Support Center**") for Customer to utilize in order to request Maintenance Services. In the event of a change of support email address or the website address, RigNet will notify Customer of the changes immediately. Support shall consist of commercially reasonable efforts to diagnose issues reported by Customer through the support email address or the support website in which RigNet has verified that the capabilities of the Software Subscription do not perform substantially in accordance with the Documentation. RigNet shall provide the Support services as specified in this Agreement and Annex B for the Software Subscription Terms for which Customer has paid their Software Subscription fees.

c. **Services Not Included In Maintenance Services Or Support.** Maintenance Services or Support do not cover the provision of technical support for RigNet to configure or implement the Software Subscription, to train Customer personnel on the Software Subscription, or to assess or remedy any deficiencies, errors or malfunctions resulting from (i) improper use of the Software Subscription or the Licensed Software, (ii) modifications made to the Licensed Software by Customer, (iii) Customer's network, hardware or third party software products, (iv) integration or interface issues in any third party software or data file not provided by RigNet as part of the Software Subscription, or (v) operation of the Licensed Software or use of the Software Subscription in a computing environment or configuration that does not fully satisfy all the system requirements set forth in the Documentation. Also Annex B and the Security Level definitions provide additional information related to those issues that qualify to be covered under Support. RigNet may provide technical support for such excluded types



of issues at RigNet's standard professional services rates under a separate Purchase Order subject to Annex A.

6. **Term and Termination.** Either Party may terminate this Agreement if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event of a breach by either Party of any material term or provision of this Agreement, such Party may notify the other in writing of its intent to terminate this Agreement or any portion of the Services. Upon such notification, the breaching Party shall have sixty (60) days, or such longer period as the other may authorize in writing, during which to cure the breach set forth in the notice. If the breaching Party fails to cure said breach within such cure period, the other may terminate this Agreement or terminate or suspend performance of all or any portion of the Services. Termination of this Agreement or any Service shall not constitute the other Party's exclusive remedy from breach or non-performance by the breaching Party, and the other shall be entitled to seek all other available remedies, both legal and equitable, including injunctive relief. Upon termination, Customer will cease use of the Licensed Software and remove all copies of Licensed Software in Customer systems, the Documentation and the Software Subscription and confirm compliance in writing to RigNet. If the Agreement is terminated by Customer in accordance with Section 6, RigNet will refund Customer any prepaid fees covering the remainder term of all Purchase Orders after the effective date of termination. If this Agreement is terminated by RigNet in accordance with Section 6, Customer will pay any unpaid fees covering the remainder of the term of all Purchase Orders. In no event will termination relieve Customer of its obligation to pay any fees payable to RigNet for the period prior to the effective date of termination. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, RigNet will make the Customer Data available to Customer for export or download as provided in the Documentation, provided all sums due and owing to RigNet have been paid. After that 30-day period, RigNet will have no obligation to maintain or provide Customer Data, and will thereafter delete or destroy all copies of Customer Data in RigNet systems or otherwise in RigNet possession or control as provided in the Documentation, unless legally prohibited. Customer agrees that RigNet shall not be liable to Customer nor to any third party for any termination of Customer access to the Software Subscription or deletion of Customer Data, provided that RigNet is in compliance with the terms of this Section 6. The provisions of Sections 2, 3.9, 4, 6, 8 and Sections 11-16 shall survive termination of this Agreement.

7. **Warranties and Representations.** RigNet represents and warrants that: (i) this Agreement, the Purchase Orders and the Documentation accurately describe the applicable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (ii) the Services will be performed materially in accordance with the relevant Purchase Orders and the Software Subscription will perform materially in accordance with the relevant portions of the then current Documentation related to such Software Subscription, as amended from time to time by RigNet; (iii) the functionality of the Software Subscription will not materially decrease during the term of a Purchase Order; and (iv) it has the legal power to enter into and perform its obligations under this Agreement. Customer's exclusive remedy and RigNet's sole obligation for breach of the foregoing warranties are those described in Section 6. This warranty does not apply if the Software Subscription is not administered in accordance with the applicable Documentation, instructions and training provided by RigNet. Unless specified in this Agreement, all express implied

conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, THE SOFTWARE SUBSCRIPTIONS, THE LICENSED SOFTWARE AND DOCUMENTATION, AND ANY DELIVERABLES FROM ANY OF THE FOREGOING, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY RIGNET OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND ACCURACY OR COMPLETENESS OF DATA OR DELIVERABLES) ARE HEREBY OVERRIDDEN AND DISCLAIMED. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, RIGNET SHALL HAVE NO LIABILITY FOR ANY ACTIONS OR REFRAINING FROM ACTION BY CUSTOMER BASED ON OR ARISING FROM CUSTOMERS USE OF THE SERVICES.

8. **Limitation of Liability.** ANY CLAIM FOR DAMAGES OR OTHER LIABILITIES RELATED TO THIS AGREEMENT, INCLUDING CLAIMS FOR BREACH OF WARRANTY AND INFRINGEMENT OF INTELLECTUAL PROPERTY, SHALL NOT EXCEED (I) IN THE CASE OF A CLAIM BY CUSTOMER FOR DAMAGES, THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE UNDER THE APPLICABLE POLICIES TO BE MAINTAINED BY RIGNET UNDER THIS AGREEMENT, OR IN THE EVENT THE CLAIM IS NOT A CLAIM OF A TYPE COVERED UNDER ANY SUCH APPLICABLE INSURANCE POLICY, AN AMOUNT EQUAL TO SUMS PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ALLEGED BREACH, AND (II) IN THE CASE OF ANY RIGNET CLAIM FOR DAMAGES, THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE UNDER THE APPLICABLE INSURANCE POLICIES TO BE MAINTAINED BY CUSTOMER UNDER THIS AGREEMENT, OR IN THE EVENT THE CLAIM IS NOT A CLAIM OF A TYPE COVERED UNDER ANY SUCH APPLICABLE POLICY, A SUM NOT TO EXCEED ANY REMAINING SUM DUE BY CUSTOMER FOR THE REMAINING TERM OF ALL PURCHASE ORDERS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, THE PURCHASE ORDERS, AND OTHER RELATED DOCUMENTATION TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY RELEASES THE OTHER PARTY FROM, ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY CUSTOMER, RIGNET OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, SOLE, JOINT OR CONCURRENT, OR GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

9. **Indemnification.** RigNet shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents and subcontractors (the "**Customer Group**") from and against any loss, liability, cost or expense, including reasonable attorneys' fees, costs and expenses, which may be incurred by Customer under any claims, actions, or demands by a third-party alleging that the Services infringe a patent, copyright or trademark, provided: (i) Customer promptly notifies RigNet in writing of the claim thereof, (provided that any failure or delay by Customer in notifying RigNet which does not

materially prejudice its rights shall be of no effect); (ii) RigNet has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; provided, however, that a settlement shall not contain any admission of fault, liability or wrongdoing on the part of the Customer Group, and shall contain a full and final release of Customer; and (iii) the Customer Group reasonably cooperates with RigNet in the defense of the claim at RigNet's expense. Should RigNet be unable to defend any legal action involving a Service and affecting the use or rights of the Customer Group under this Agreement, then Customer may, at its option, defend such legal action. RigNet shall assist and cooperate with Customer, at Customer's option, in defending any legal action involving a Service and affecting the use thereof or rights of the Customer Group under this Agreement.

10. **Insurance.** Each Party shall maintain, at its expense during the term of this Agreement, at least the following insurance with carriers holding an A.M. Best Rating of A-, VII or higher: (i) Worker's Compensation (in the statutory limits); and (ii) Commercial General Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Each Party shall give the other Party thirty (30) days' notice of cancellation or material alteration of such insurance coverage. Each Party agrees to furnish to the other Party insurance certificates upon request showing compliance with the above requirements.

11. **Confidentiality.** Each Party understands and acknowledges that during the term of this Agreement it may have access to or become acquainted with certain confidential information and trade secrets of the other Party, which are private or confidential in that they are not generally known or available to the public, or give the disclosing Party and its Affiliates an opportunity to obtain an advantage over competitors which do not know or use such information. The receiving Party agrees that it shall not disclose any such confidential information or trade secrets to any person or entity, either directly or indirectly, misappropriate such confidential information or trade secrets, or use such confidential information and trade secrets for its own benefit or in any other way, except that such confidential information may be shared with the receiving Party's employees on a need-to-know basis for the performance of the receiving Party's responsibilities under this Agreement. The obligations of both Parties under this Section 11 shall survive termination of this Agreement. However, this obligation will not apply to information which is or becomes publicly available without fault on the part of the receiving Party, is already in the receiving Party's possession prior to the time the receiving Party gains access to the information under this Agreement, is independently developed by the receiving Party without reference to the disclosing Party's confidential information or trade secrets, or is rightfully obtained from third parties.

12. **Export Limitations.** The Licensed Software may not be downloaded or otherwise exported into, or by a national or resident of Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed the export of goods. Further, the Licensed Software may not be downloaded or installed by anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Commerce Department's Table of Deny Orders.

13. **Severability and Amendment.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would cause a material issue for the original intent of the Parties, in which case this Agreement will

immediately terminate. Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

14. **Governing Law and Jurisdiction.** This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law rule or law. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. RIGNET AND CUSTOMER HEREBY AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SHALL BE IN AN APPROPRIATE FEDERAL OR STATE COURT IN THE STATE OF TEXAS LOCATED IN HARRIS COUNTY.

15. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement (a “**Dispute**”) arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute by normal business discussions. Should such discussions fail to resolve the Dispute, either Party may give the other a written notice of any remaining Dispute. The Parties shall continue to negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of thirty (30) days, then upon notice by either Party to the other, all disputes, claims, questions, or differences (including issues relating to the formation of the Agreement and the validity of this clause) either Party may seek any remedy available at law or in equity.

16. **Press Release.** The Parties will issue a joint press release in containing a quote from a Senior Executive of each Party regarding the entering into this Agreement when Customer has supplied data from twenty (20) Sites to the Intelie LIVE service.

17. **Notices.** The addresses for notices to the Parties are as follows:

For RigNet:                                      RigNet, Inc.  
15115 Park Row, Suite 300  
Houston, Texas 77084  
Attention:

For Customer:                                  Customer Limited

Attention:

Notices shall be delivered in person or overnight courier. Notices shall be deemed delivered when received.

**Agreed and Accepted:**

**RIGNET, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CUSTOMER LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**ANNEX A**

**PROFESSIONAL SERVICES**

[To Come]

[Cover Intelie development services, training, etc.]

**ANNEX B**  
**MAINTENANCE SERVICES**

[To Come]