

## Terms and Conditions for Mobile Connectivity Services and Equipment -Global

The following terms and conditions (“Terms and Conditions”) apply to end-users (“Customers”) using mobile connectivity services, including but not limited to L-Band and Cellular services (“Services”) and/or associated equipment (“Equipment”) provided by RigNet, Inc., RigNet Mobile Solutions, LLC, or any other operating subsidiary of RigNet, Inc. (“RigNet”). RigNet and Customer will be referred to individually as a “Party” and collectively as the “Parties”.

These Terms and Conditions include and incorporate Exhibit A – Insurance Requirements and Exhibit B – Covered Region Specific Terms and Conditions.

**1. Defined Terms:** The following words, when capitalized herein, shall have the meaning stated below:

“**Affiliate**” shall mean any corporation, partnership, limited liability company or association, trust or other entity or organization which, directly or indirectly, controls, is controlled by, or is under common control with, RigNet and/or the Customer. For purposes of the preceding sentence, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity or organization, shall mean the possession, directly or indirectly, of the power (i) to vote more than fifty percent (50%) of the securities having ordinary voting power for the election of directors or comparable individuals of the controlled entity or organization, or (ii) to direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities or by contract or otherwise.

“**Claims**” mean all claims, losses, damages, demands, causes of action, suits, proceedings, fines, penalties, taxes, judgments, liens, costs, obligations, and liabilities of every kind and character, including, without limitation, all expenses of investigation, defense and litigation, court costs, attorneys’ fees and experts’ fees, and obligation to indemnify another.

“**Closed User Group**” means a group of subscribers to a global system for mobile communications who can only make and receive calls from members within the group.

“**Confidential Information**” shall mean all information (written, oral, electronic, photographic or other form) that (a) relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of a Party or (b) is disclosed to the Receiving Party in connection with any Service Order Agreement (“SOA”), contract or quotation for services, including (i) all pricing, technical and commercial information related to any SOA, contract, or quotation for services, (ii) the design of the Services, and (iii) any information disclosed according to a Non-Disclosure Agreement executed by the Parties prior to the effective date of the applicable SOA, which should reasonably be understood by the Receiving Party to be confidential, either due to the nature of the information, the circumstances of its disclosure, or notices appearing on or given in connection with the information.

“**Covered Region**” shall mean the region, site, or regions specified in any SOA where RigNet agrees to provide Services to Customer.

**“Customer Group”** shall mean Customer and its Affiliates and their employees, officers, directors, invitees, clients, customers and their employees, partners, co-venturers, owners, third parties, contractors and subcontractors and their employees, officers and directors.

**“Disclosing Party”** shall mean the party that discloses, publishes, repeats or otherwise reveals information covered by the confidentiality provisions contained within Section 19 of these Terms and Conditions.

**“Equipment”** shall mean the equipment, tools, materials and devices, including associated software (in any form, including source code and executable code), algorithms, interfaces, URLs, web sites, and all other forms of technology, provided by RigNet and/or installed at any Site, described in any SOA or used by RigNet to provide the Services. Equipment does not include equipment or goods purchased by Customer, products not provided by RigNet, or other Customer-provided items. The Equipment shall remain under RigNet’s title and ownership during all times.

**“Initial Term”** shall mean a minimum term of months beginning on the Services Commencement Date, as specified in an SOA. **“Installation”** shall mean the installation and commissioning of Equipment at a Site.

**“Intellectual Property”** shall mean all rights conferred under any applicable law in relation to trade secrets, copyrights, inventions (including patents), methods and processes (whether or not patentable), techniques, know-how, ideas, registered and unregistered trademarks, domain names, registered and unregistered designs and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether or not registered with a governmental authority or embodied in any tangible form.

**“Other Contract”** shall mean the terms of an agreement under which RigNet purchases the Services and Equipment from a Supplier.

**“Procedures”** shall mean the operating procedures established by the Suppliers that supply the Services and Equipment to RigNet.

**“Receiving Party”** shall mean the Party who receives or is given access to information covered under the confidentiality provisions of Section 19 of these Terms and Conditions.

**“Renewal Term”** shall mean the duration of any renewal or continuation of Services following the Initial Term for Services, or if no specific term is specified, then it shall mean a period of one month of an automatic month-to-month renewal of an SOA, following the expiration of the Initial Term.

**“RigNet Group”** shall mean RigNet and its Affiliates, and RigNet and its Affiliates’ employees, officers, directors, invitees, customers, agents and their employees, third parties and subcontractors and their employees.

**“RigNet Information”** shall mean all RigNet Confidential Information and RigNet Intellectual Property, and otherwise all designs, drawings, plans, reports, databases, data collections, specifications, processes, techniques, know-how, inventions, technology, concepts, software, trademarks and all other items developed, purchased or otherwise acquired by RigNet.

**“RigNet System”** shall mean the Equipment, software, network arrangements, bandwidth, and network infrastructure and other service elements described in an SOA that are provided by RigNet for Customer’s use.

“**Services**” shall mean the provision of any mobile connectivity services by RigNet to Customer as set forth in a Service Order Agreement, contract or quotation for services.

“**Service Commencement Date**” shall mean, with respect to each Site or Service, the earlier of: (i) the date Services are commissioned by RigNet; (ii) the date any Service is used by Customer for purposes other than testing; (iii) if applicable, the date the Installation Checklist under any SOA is signed by the Parties’ representatives; or (iv) in the event that RigNet has contracted to deliver Services and Customer chooses to delay the commencement date of Services, then 60 days after RigNet has notified Customer of its ability to commence Installation of any necessary Equipment or turn up any bandwidth to be provided.

“**Site**” shall mean the platform, vessel or other Customer locations where Services are to be provided.

“**SOA**” shall mean the Service Order Agreement or Service Order executed by the Parties describing the Services to be provided by RigNet, the corresponding pricing to be paid by Customer and the applicable special provisions, if any. For purposes of these Terms and Conditions, the term “SOA” shall include any purchase order, work order, call off order, contract, or proposal or quotation for Services.

“**Suppliers**” shall mean the entities that supply services and equipment to RigNet.

“**Term**” shall mean that period of time set out in Section 3 of these Terms and Conditions.

“**Tools**” shall mean account management tools to which RigNet may provide Customer with access.

“**VoIP**” shall mean Voice over Internet Protocol.

**2. Purpose and Scope:** RigNet shall provide certain Services to Customer as specified in an SOA. These Terms and Conditions shall control and govern all transactions between the Parties and all RigNet Equipment, Services and goods provided to and/or acquired or used by the Customer, including without limitation, under a subsequent SOA whether or not these Terms and Conditions are mentioned in the subsequent SOA. In the event that there is any conflict between the provisions of these Terms and Conditions, the order of precedence shall be (a) these Terms and Conditions, (b) the Service Order Agreement, and (c) all other documents. Customer’s request for Services, Equipment and goods shall be set out in an SOA. To the extent these services include any VoIP, voice or call features, such features shall be provided subject to Customer’s usage being limited to a Closed User Group in accordance with applicable law. No Services and/or goods shall be provided by RigNet except pursuant to an SOA. All changes to any SOA may only be made by a written amendment to such SOA signed by an authorized representative of each Party. These Terms and Conditions supersede all previous terms and conditions, or their equivalents to the extent they cover the scope of work covered by these Terms and Conditions, between Customer and RigNet with respect to the above referenced contracts and shall apply to any such contracts from and after the Effective Date.

**3. Term:** These Terms and Conditions shall be in place until terminated by either Party hereto in accordance with Section 18 of these Terms and Conditions. Services shall begin on the Service Commencement Date. Unless otherwise specified in an SOA, upon expiration of the Initial Term

for Services, Services shall automatically renew on a month to month basis for successive renewal terms (each a “Renewal Term”). Either Party may terminate this Agreement effective at the end of the Initial Term or any Renewal Term, by giving the other Party at least sixty (60) days written notice prior to the end of the then applicable term.

#### **4. Sale of equipment**

**4.1 Delivery/Freight Charges/Risk of Loss:** Risk of loss in equipment purchased by Customer will transfer upon delivery to Customer and delivery will take place when equipment is shipped to Customer by RigNet, regardless of shipping pursuant to Incoterms® 2010 rules<sup>1</sup> (as amended). Customer will pay any costs incurred by RigNet to ship the equipment to Customer’s designated location, unless otherwise agreed upon by the parties prior to shipment. Any additional delivery terms for equipment will be mutually agreed to by RigNet and Customer. RigNet will use commercially reasonable efforts to comply with the delivery terms requested by Customer. RigNet will not have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of RigNet. Customer agrees to accept partial shipments unless otherwise specified in advance. Customer is responsible for shipping charges for each partial shipment.

**4.2 Title:** Title to equipment purchased by Customer will transfer from RigNet to Customer upon RigNet’s receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Customer will keep any Equipment that is owned by RigNet free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by RigNet to evidence or perfect its security interest.

**4.3 Inspection & Acceptance:** Customer may inspect or test the equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Section, (i) within thirty (30) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

#### **4.4 Warranty:**

(i) RigNet will pass through to Customer any available manufacturer warranties on the equipment. For any out-of-scope required repairs, RigNet 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. This repair is Customer’s sole remedy in the event of a manufacturer warranty claim.

(ii) Any manufacturer warranties passed through by RigNet are a “back-to-base” warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective equipment to RigNet’s designated premises and also the transportation cost of returning the equipment following a repair from RigNet’s designated premises to Customer’s premises. If Customer requires a RigNet technician to travel to Customer’s location to perform warranty services, Customer is responsible for all costs associated with

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<sup>1</sup> “Incoterms” is a trademark of the International Chamber of Commerce.

the travel including, but not limited to, transportation costs, living expenses, etc. RigNet will provide a written estimate of travel costs upon request.

(iii) Any warranties as set forth in this section do not extend to equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the equipment manufacturer's instructions or specifications provided by RigNet at the time of delivery to Customer.

(iv) Subject to Section 4.2 above, RigNet warrants that title to all equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

**4.5 Refunds/Restocking Fees:** There will be no refunds for used equipment returned to RigNet. If Customer returns unused equipment to RigNet in their original packaging, in their original condition, and within thirty (30) days of delivery, RigNet 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.

**4.6 Third-Party Manufacturers:** RigNet is not a manufacturer of any equipment purchased by Customer or any Equipment owned by RigNet, nor is RigNet responsible for any problems arising from the use of any equipment manufactured by third parties in connection with Services. All equipment sold to Customer will be sold "AS IS, WHERE IS", net of tax, shipping or insurance, FCA RigNet designated shipping point, and Customer shall look solely to any third-party manufacturers for any warranty on the equipment.

## **5. Payment and Invoicing**

**5.1** Charges for Services accrue from the Services Commencement Date and payment is due upon presentation of invoice. RigNet may require payment in full of non-recurring charges and any Installation costs and up-front fees prior to the Services Commencement Date. Unless otherwise set forth herein, RigNet shall invoice monthly within thirty (30) days after the Services Commencement Date and Customer shall pay within thirty (30) days of the date of invoice. All prices are FCA or FAS (as appropriate) RigNet's facilities or designated shipping point, in accordance with the Incoterms® 2010 rules (as amended). All payments shall be made in United States dollars, unless stated otherwise in an SOA. Interest on late payments, including payments withheld on amounts in dispute which are ultimately held to be due, shall accrue at the lesser of 1½% per month, or the maximum lawful rate, until paid. Should the services of an attorney or collection agent be necessary to collect amounts due, Customer will be liable to RigNet for RigNet's costs of collection, including, but not limited to, attorney's fees, court costs, arbitral tribunal fees, arbitration costs, and other such costs as may be incurred. RigNet may, with fifteen (15) days' notice, but without waiving any rights or electing remedies under the SOA, contract, or quotation for services, suspend or terminate any Service or delivery to Customer if an invoice remains unpaid fifteen (15) days after the due date. RigNet may apply any deposit or payment to any amount due from Customer. Amounts due to RigNet under an SOA may not be withheld or

offset by Customer for any reason against amounts alleged to be due to Customer from RigNet. Customer shall pay to RigNet any amounts due under an SOA that have accrued prior to, and remain unpaid as of, the date of termination or expiration.

**5.2** Customer acknowledges that if it uses the service of another service provider with RigNet as the accounting authority, it will pay to RigNet the amount charged by that service provider plus a fifteen percent (15%) administrative fee for processing the charges.

**5.3 Liability for Data Usage:** Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer's equipment. It is Customer's sole obligation and responsibility to ensure that all equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to RigNet's Equipment.

**5.4 Minimum Invoice Amounts:** Each monthly invoice requires a minimum total of \$49.95 USD, or equivalent. If Customer's total airtime and services charges (exclusive of taxes and governmental fees) for each invoice month do not meet or exceed \$49.95 USD, the invoice total will be increased to \$49.95 USD. If Customer's total airtime and services charges for one invoice month meet or exceed \$49.95 USD, Customer will be charged only for those costs. If Customer's invoice is issued in a currency other than US dollars, the Minimum Billing per Invoice is as follows: CND \$59.95; AUD \$59.95; EUR €39.95; GBP £19.95; SDR 39.95.

**5.5 Paper Invoice Fee:** An administrative fee of \$9.95 USD per month, or equivalent, is charged by RigNet for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month. Invoices in electronic format are available by email. In the case of invoices issued in a currency other than US dollars, the Paper Invoice Fee is as follows: CND \$11.50; AUD \$12.50; EUR €7.50; GBP £5.00; SDR 6.50.

**6. Use and Care of Equipment:** Customer is responsible for the security, protection and care of any of RigNet's Equipment upon leaving RigNet's possession and until its return to RigNet. The Customer is responsible for providing pedestals on any vessel, and any Site, lifting mechanisms for Equipment to be loaded on Site, and required cable penetrations. The Customer is responsible for supplying RigNet with clean power onboard the Site(s) and physical space to install hardware in a suitable rack/cabinet. Customer shall use the Equipment in accordance with (a) these Terms and Conditions, (b) the applicable SOA, (c) applicable laws, licenses and regulations, (d) manufacturer's specifications, (e) a suitable operating environment, and (f) RigNet policies in effect, from time to time, relating to the use of the Equipment. Any use of the Equipment not in accordance with the preceding shall void applicable warranties provided under these Terms and Conditions and/or the applicable SOA, and RigNet may recover additional fees for Customer's non-contemplated uses. Customer shall bear the full risk of loss or damage to the Equipment, and Customer will promptly reimburse RigNet upon presentation of invoice.

**7. Use of Services:** Customer will be liable for all use or misuse of the Services, Customer purchased equipment and/or RigNet Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not without RigNet's consent resell or rent the Services or Equipment. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:

- (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment;
- (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
- (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
- (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
- (v) using Services or Equipment to further criminal activity;
- (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
- (vii) using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other RigNet customers.

In addition to any other remedies available to RigNet under these Terms and Conditions, at law or in equity, RigNet may terminate use of the Services and/or Equipment of any Customer engaging in abusive or fraudulent use of the Services, Equipment or equipment purchased from RigNet.

**8. Terminal Usage:** RigNet's supplier terminals and Services may not be used in the United States unless the Customer has indicated on the applicable SOA that the Services will be used exclusively in the United States under RigNet's supplier's licenses.

## **9. Customer's Obligations**

**9.1** In addition to its other obligations under the SOA and these Terms and Conditions, Customer shall at its expense: (i) provide and pay for all equipment and services required to connect Customer-provided equipment to the Services or Equipment; (ii) transport RigNet personnel to and from any offshore Site and provide lodging for RigNet personnel while offshore; (iii) provide such assistance as RigNet may reasonably request in connection with the Installation of RigNet's System, including lifting the Equipment onboard the Site and facilitating cabling; (iv) permit RigNet to have access to the Site following termination of the applicable SOA to remove the Equipment; (v) make a reasonable number of its personnel available for training in the operation and basic troubleshooting of the RigNet System, and perform such basic troubleshooting and maintenance in accordance with such training; (vi) keep the Equipment free and clear from liens and encumbrances in favor of persons claiming against or through Customer; (vii) determine and comply with the licensing requirements in any jurisdiction in which Customer is operating the Equipment; (viii) comply with all applicable governmental laws, rules and regulations, including any restrictions on Customer's receipt of the Service applicable in any country in which Customer uses the Service; (ix) use Services solely for transmission of its own digital telecommunications

in accordance with applicable licenses; (ix) acknowledge that the software, intellectual property and third-party services, networks or equipment provided to Customer or made available for Customer's use, are subject to certain licenses, restrictions and limitations, and Customer agrees to comply with such licenses, restrictions, limitations, use requirements and conditions, as indicated by such third-party providers or RigNet; and (x) acknowledge that RigNet shall not be responsible for any operations restrictions, customs, license or permit fees required for operation of Services in the destination country. Customer agrees that RigNet may include Customer's name and Sites in RigNet's customer listings and/or press releases. RigNet may, without waiving any rights or electing remedies under the SOA, at law or equity, suspend or terminate the Services to Customer until such time as Customer can demonstrate its compliance with this Section.

**9.2 Provision of Services and Equipment:** Customer will notify RigNet, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after RigNet's receipt of Customer's written request and RigNet's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: **Mcsoperations@rig.net**. There will be no pro-rata refunds for deactivation. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which RigNet acknowledges receipt of Customer's written request for permanent deactivation as well as any applicable early termination fees. Subscription fees will continue to be charged during any temporary suspension of Services.

**9.3 Ownership:** Customer acknowledges that as between RigNet and Customer, for any Equipment provided by RigNet that is not purchased by Customer, RigNet solely owns and shall continue to solely own all Equipment, supplies, software rights and licenses, and other property used by RigNet to provide the Services, including RigNet Intellectual Property and RigNet Information, and that Customer shall have no ownership interest in and shall have no right to use or retain possession of any such property following termination of the SOA. RigNet shall solely own all intellectual property it may develop in the course of providing the Services, including without limitation patents, trade secrets, copyrights, know-how and inventions. Customer acknowledges that any SOA shall not create any third party's right, title or license in any software, intellectual property, invention, idea or know-how unless explicitly stated in writing by RigNet. Customer shall use RigNet Information solely according to these Terms and Conditions and for no other purpose, and shall not reverse engineer nor use any RigNet Information or any RigNet System to develop products or services functionally equivalent to RigNet's products or services. Customer shall not decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of any software that may be provided to Customer under these Terms and Conditions.

**10. Network Operations Center:** RigNet operates a Network Operations Center which is staffed 24 hours per day, 7 days per week, which may be contacted at the telephone numbers listed in the following website: <http://www.rig.net/customer-service/>. Service outage reporting issues should be reported by email: **customercare@rig.net**.

**11. Operating Procedures:** Customer will follow the Procedures established by the Suppliers that supply the Services and Equipment to RigNet, and such Procedures may be provided to



Customer upon reasonable request to RigNet. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. RigNet will not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

## **12. Importation/Exportation of Equipment**

**12.1** Customer shall, if RigNet does not elect otherwise as set forth in the paragraph below, be responsible for all Equipment importation and exportation to and from the Site. In this respect, Customer shall (i) pay all applicable taxes, duties and fees related to the Equipment importation and exportation; (ii) obtain at its cost such import and export licenses and other consents that are required from time to time; and (iii) upon request, make those licenses and consents available to RigNet prior to the shipment of the Equipment; and (iv) be responsible for all required documentation for Equipment importation, exportation and movement.

**12.2** RigNet may, at its option, be responsible for all Equipment importation and exportation. Regarding the Equipment, Customer shall reimburse RigNet for the payment of all applicable taxes, duties and fees related to the Equipment importation, exportation and movement and the costs involved in the issuance of the import and export licenses and other consents that are required from time to time.

**12.3** If Equipment is imported by Customer, the Equipment shall be exported by Customer to the same location from which it was originally shipped or to a location designated by RigNet, upon RigNet's option, at Customer's expense. Notwithstanding any local law to the contrary, it is the intent of Customer and RigNet that the Equipment imported by Customer shall remain the sole property of RigNet. Customer shall at all times acknowledge and defend RigNet's right, title and ownership in and to the Equipment, regardless of where located, and Customer shall execute such documents of title as RigNet may request, from time to time, evidencing RigNet's rights in and ownership of the Equipment.

## **13. Export Controls and Sanctioned Countries**

**13.1** Customer acknowledges that it will comply with applicable export control laws, regulations and sanctions, and will obtain all licenses to export, re-export or import RigNet's Equipment as may be required, regardless of where Services are provided. Customer will not, without first obtaining any necessary licenses, export or re-export any of RigNet's Equipment, RigNet Information or related technical data: (i) to any country subject to comprehensive U.S. sanctions including, without limitation, Cuba, Iran, Sudan, North Korea or Syria; (ii) for any prohibited end uses; (iii) to any prohibited destinations; or (iv) to any individuals or entities that are presently on any denied party lists including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated National ("SDN") List. Customer must provide RigNet timely identification of all parties that are involved in the Customer's transaction or use of the rig prior to engaging in any new transactions that will make use of RigNet's Equipment and/or Services.

**13.2** In addition to other rights it may have in law, equity or under the SOA, RigNet reserves the right to refuse to provide goods, Equipment or Services and suspend or terminate the SOA in its entirety, without liability to RigNet, if RigNet has a good faith basis for believing that Customer

or any of its related parties has violated, or intends to violate, any applicable export control laws or sanctions regulations. If RigNet suspends Services under this Section, the term of the SOA shall be tolled for the duration of the suspension.

**13.3** If Customer causes a Site to be moved to a location where RigNet's provision of service to Customer is subject to embargo, sanctions or prohibited by law (including, without limitation, Cuba, Iran, North Korea, Sudan or Syria), RigNet's obligations with respect to such Site shall be suspended; provided however that Customer's payment obligations shall continue. Customer shall cooperate with RigNet to take such actions deemed appropriate by RigNet, including, but not limited to, disconnecting or removing Equipment, all of which shall be at the expense of the Customer. Should the Customer not permit RigNet the opportunity to disconnect and remove the Equipment, and the Equipment is subsequently exported or re-exported in violation of any applicable export control or sanctions laws, Customer agrees to pay liquidated damages of three times the book value of the Equipment at the time of entry into sanctioned territory. The liquidated damages will be payable immediately when so triggered.

**13.4** Customer shall provide RigNet with accurate information regarding whether the end-use is onshore or offshore, the end-user's desired application (one or more of data, voice and video), end-user identity, country of end-use with respect to the RigNet System and Services. Based on and in reliance on such information, RigNet will supply the RigNet System and Services in compliance with applicable export controls, trade and customs laws. Customer shall ensure at all times, including without limitation when a Site is moved from the current location to another, that the RigNet System and Services remain in compliance with applicable export controls, trade and customs laws.

**13.5** Customer hereby agrees to indemnify, defend and hold harmless RigNet Group and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by Customer of any applicable customs, export control or sanctions regulations, including but not limited to any such alleged breach arising from Customer's use of Customer-purchased equipment, RigNet's Equipment, or the Services. Customer also agrees to pay the liquidated damages amount as described under Section 13.3 upon demand for any such breaches.

**14. Compliance with Laws and Policies:** RigNet and Customer shall each comply with the applicable laws, regulations, and orders pertaining to their activities related to any SOA, including but not limited to those applicable to labor, wages, hours, equal opportunity and other conditions of employment, and the environmental health and safety of personnel. The undertakings and obligations of RigNet under any SOA are subject to the requirements of applicable U.S., UK and foreign laws and regulations, and to RigNet securing any necessary governmental authorizations, licenses and approvals, and such permissions remaining available. RigNet agrees that it will comply with any applicable and reasonable health, safety, environmental and other rules, directives, procedures or policies of Customer that are communicated to RigNet, and the highest industry and health, safety and environmental standards in connection with the performance of these Terms and Conditions and any SOA.

**15. Conditions of Other Contracts:** The obligations of RigNet and the terms of service and sale under these Terms and Conditions are subject to the terms of any Other Contract under which

RigNet purchases the Services and Equipment from one or more Suppliers. To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under any Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract. RigNet represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with any Other Contract. In addition to any other remedies available to RigNet under these Terms and Conditions, at law or in equity, RigNet may terminate Services in the event that any Other Contract for purchase of Services and/or Equipment expires or is terminated, provided that termination of the Services will only be with respect to the Services or Equipment provided pursuant to that Other Contract.

**16. Gifts and Payments:** Each Party warrants that it and its affiliates have not made, offered, requested, accepted or authorized and will not make, offer, request, accept or authorize with respect to the matters which are the subject of any SOA, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, or any person or entity, where such payment, gift, promise or advantage would violate (a) the applicable laws of the country in which the services are performed; (b) the laws of the country of incorporation of such Party or such Party's ultimate parent company and of the principal place of business of such ultimate parent company; (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries, (d) the **Foreign Corrupt Practices Act of 1977** (15 U.S.C. §§ 78dd-1, et seq.), as amended; or (e) the **U.K. Bribery Act 2010**, as amended. Each Party shall defend, indemnify and hold the other Party harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such first Party of such warranty. Such indemnity obligation shall survive termination or expiration of the applicable SOA, contract, or quotation for services. Each Party shall in good time (i) respond in reasonable detail to any notice from any other Party reasonably connected with the above-stated warranty; and (ii) furnish applicable documentary support for such response upon request from such other Party. Each Party agrees to (i) maintain adequate internal controls; (ii) properly record and report all transactions; and (iii) comply with the laws applicable to it. Each Party must rely on the other Parties' system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data regarding the operations undertaken under the applicable SOA. No Party is in any way authorized to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities or any other transaction, or which would put such Party in violation of its obligations under the laws applicable to the operations under the applicable SOA.

## **17. Taxes, Charges and Fees**

**17.1** Charges for Services and Customer purchased equipment exclude all taxes and other charges assessed on the performance of the Service or cost of the equipment by a governmental authority and required to be collected by RigNet. Customer shall pay all applicable federal, state, provincial, local, and other taxes, regulatory fees, duties or other charges and amounts including, but not limited to, universal service fund, value added, sales, and/or gross sales taxes which may

be levied upon the performance of Services or sale of products. These taxes will be separately itemized on the invoice, collected by RigNet, and timely remitted to the appropriate taxing or other governmental jurisdiction. If a governmental authority assesses additional taxes which were not billed and collected on the original invoice, RigNet may seek reimbursement of the actual taxes, penalties and interest from Customer. RigNet shall indemnify, defend and hold Customer Group free and harmless from all claims, costs, suits or liabilities (including attorneys' fees and court costs) arising out of or related to RigNet's failure to timely remit taxes and other charges to the appropriate governmental authority. At Customer's sole option, Customer may, in lieu of remitting to RigNet any billed taxes, submit a properly completed and signed exemption certificate or other written evidence of exemption which meets the requirements cited by applicable taxing authority; or upon written notice to RigNet, Customer may elect to withhold and directly remit sales, use, gross receipts or like taxes to the taxing authority to whom such taxes are due and directly payable, provided that Customer will indemnify RigNet Group from and against claims of any tax authority for any taxes directly remitted by Customer, or which Customer fails to remit directly, or in the event that the Customer's exemption certificate is not accepted by the tax authorities.

**17.2** If Customer is required by a taxing jurisdiction or governmental authority to withhold taxes on any payment to RigNet, Customer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding taxes. Customer will provide RigNet in a timely manner appropriate withholding tax receipts or other written evidence to assist RigNet in obtaining a refund or tax credit. Customer shall indemnify, defend and hold RigNet free and harmless from all claims, costs, suits or liabilities (including attorneys' fees and court costs) arising out of or related to Customer's failure to timely and properly remit said withholding taxes or otherwise comply with this Section.

## **18. Termination**

**18.1 Termination for Insolvency and Security:** In addition to any other remedies available to a Party under these Terms and Conditions, at law or in equity, either Party may terminate the applicable SOA in the event of the other Party's (i) insolvency, (ii) filing for protection from creditors, (iii) filing a petition in bankruptcy, or (iv) assignment for the benefit of creditors. If Customer suffers any of the foregoing, on RigNet's request Customer shall petition any relevant court for prompt action to accept or reject these Terms and Conditions and/or any outstanding SOA, and to authorize any payments due in full prior to resolution of matters affecting these Terms and Conditions. If Customer fails to pay any amount to RigNet when due, RigNet may, at its option, (i) require Customer to provide security if Customer's invoice payments are late on two or more occasions in any 12-month period, (ii) suspend Services or exercise any of the other remedies according to Section 5 - Payment, or (iii) terminate the applicable SOA according to Section 18.2 – Termination for Material Breach. Such security may include a deposit of an amount determined by RigNet, which shall be applied to any amounts payable to RigNet upon termination or expiration of this Agreement and shall be in addition to RigNet's other remedies.

**18.2 Termination for Material Breach:** In the event of a Party's material breach or default in the performance of any of its obligations under the applicable SOA that is unrelated to RigNet's Services and failure to cure such breach within thirty (30) days after notice specifying each breach in detail from the other Party, such other Party has the right, in addition to any rights or remedies it may have in law, in equity, or under the applicable SOA, to immediately terminate the applicable

SOA by written notice to the breaching Party. Without limiting the foregoing, any failure by Customer to timely pay to RigNet any amounts owing under the applicable SOA will constitute a material breach. RigNet may terminate the applicable SOA immediately upon its reasonable belief that Customer has breached Section 13 (Export Controls and Sanctioned Countries) or Section 16 (Gifts and Payments).

**18.3 Termination by Customer:** If Customer terminates an SOA that has a term commitment for the delivery of Services for any reason other than for cause (Sections 18.1 and 18.2), then in addition to payment for all Services performed as of the termination date, Customer shall pay RigNet the amount due to the charges accelerated for the remainder of the term commitment, plus all demobilization and decommissioning charges of RigNet (if any), plus any other reasonable charges or expenses incurred by RigNet as a result of such termination.

**18.4 Termination due to Government Action:** In addition to any other remedies available to RigNet under these Terms and Conditions, at law or in equity, RigNet may, with no liability whatsoever, suspend or terminate Services to Customer if lawfully ordered to cease operation of such Services by the Federal Communications Commission, a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of an SOA any Equipment, facilities, or property used by RigNet to provide Services to Customer are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of right of condemnation or eminent domain, RigNet will have the right, upon written notice to Customer, to terminate Services affected by the taking.

**19. Confidentiality:** The Parties agree that all Confidential Information shall be kept confidential and not disclosed to any third party except as provided in this Section. The Receiving Party will only use the Disclosing Party's Confidential Information to carry out its obligations or to exercise its rights under these Terms and Conditions or any applicable SOA, and will use the same degree of care as it uses to safeguard its own confidential information of a like nature from unauthorized disclosure, but no less than a reasonable degree of care. The Receiving Party will restrict access to Confidential Information of the other Party to only its employees or consultants who require such access in the course of their assigned duties, and who have been informed of the Receiving Party's obligations of confidentiality and agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The obligations of confidentiality in this Section excludes information that (a) is in the public domain without breach of these Terms and Conditions, (b) is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to maintain the confidentiality of any information so disclosed, and give prompt written notice to the other Party prior to such disclosure), (c) is acquired independently from a third party that has the legal right to disseminate such information at the time it is acquired by the Receiving Party, or (d) is independently developed by the Receiving Party without the use or incorporation of any confidential information from the Disclosing Party. The Parties agree that disclosure of a Party's Confidential Information will give rise to irreparable injury to that Party, which may be inadequately compensable by monetary damages. Accordingly, a Party may seek injunctive relief against a breach or threatened breach of the confidentiality provisions of these Terms and Conditions, in addition to any other legal remedies which may be available.

**20. Decommissioning:** Without waiving any of RigNet’s rights or remedies, in the event (i) a Site is decommissioned or demobilized, (ii) operations at a Site are ended, or (iii) Services at a Site are terminated, do not start or are discontinued, Customer shall promptly notify RigNet in writing and shall pay RigNet for the demobilization costs of the Equipment from the Site at RigNet’s then current labor rates at the time. Further, Customer shall allow RigNet prompt access to the Site so that RigNet may recover the Equipment or shall make reasonable effort to have the Equipment returned to RigNet’s nearest facility. Any sums due and outstanding under the SOA remain due, and Customer is obligated to pay the same as stated herein. This paragraph survives the termination or expiration of the applicable SOA.

**21. No Use by Third Parties:** Customer shall not allow third parties (i.e., entities or individuals not associated with Customer's operations), without RigNet’s prior written consent, to use any component of the RigNet System or Services unless such third parties have agreed to pay for access to and accept the terms of service for the Services under and in accordance with an applicable RigNet SOA. Customer shall not have the right to sell, distribute, sublicense or permit unauthorized access to the Equipment, RigNet Intellectual Property, or RigNet Information.

**22. No Third Party Beneficiaries: Contracts (Rights of Third Parties) Act:** Except as expressly set forth herein, these Terms and Conditions and any SOA is intended for the benefit of Customer and RigNet only, and no third party may seek to enforce either one or benefit therefrom. However, each member of the “Customer Group” and the “RigNet Group” as those terms are defined herein, are beneficiaries of these Terms and Conditions, and each of them is authorized and entitled to seek enforcement of all of the rights and benefits provided to them pursuant to the Indemnification provisions of these Terms and Conditions; save and except that no member of either the Customer Group or RigNet Group is required to approve, consent to, or execute any amendment to this these Terms and Conditions before such amendment will become effective. Any such amendment shall be effective when it is executed by the parties executing these Terms and Conditions. In the event any mandatory applicable law grants rights to any third party, such third party shall not be entitled to any right of notice or consent with respect to any amendment, cancellation or termination of the applicable SOA.

### **23. Service Availability and Warranties**

**23.1 THE SERVICES ARE PROVIDED ON AN “ON-DEMAND” BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, NETWORK EQUIPMENT FAILURES, DISTRESS OR ANY OTHER EMERGENCY PRE-EMPTION AS REQUIRED BY RIGNET OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. RIGNET HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS’ NETWORKS.**

**23.2 RIGNET MAKES ONLY THOSE WARRANTIES, IF ANY, SET FORTH HEREIN AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT AND**

**THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. RIGNET DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER AN SOA WILL BE ERROR FREE OR WITHOUT INTERRUPTION. FOR OTHER THAN SERVICE QUALITY OR WARRANTY MATTERS, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE REMEDIES PROVIDED AND SET FORTH IN THE SECTIONS ADDRESSING INDEMNIFICATION HEREIN SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM ARISING FROM, OR RELATED TO, ALL OTHER SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES AGREE THAT RIGNET SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER TO CUSTOMER FOR ANY CLAIM OR LOSSES OF ANY NATURE, EXCEPT AS SET FORTH IN THIS AGREEMENT. NO PARTY SHALL BE ABLE TO AVOID THE LIMITATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT BY ELECTING TO PURSUE SOME OTHER REMEDY.**

**23.3** RigNet may provide Customer with access to certain account management tools ("Tools"). These Tools are provided to help Customers track their accounts and/or Service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND RIGNET MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, RIGNET DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

**24. Exclusive Remedies:** The remedies provided in Section 23 – Service Availability and Warranties shall be Customer's sole and exclusive remedy for any breach of the Service warranty, Service failure or unavailability, or any delay or failure by RigNet to repair any failed or unavailable Service.

**25. Indemnification:**

**25.1 RIGNET SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING ANY MEMBER OF THE CUSTOMER GROUP, ARISING IN CONNECTION WITH SERVICES PROVIDED UNDER AN SOA IN FAVOR OF RIGNET GROUP, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY, PROVIDED THAT SUCH INDEMNITY SHALL NOT EXTEND TO CUSTOMER'S DUTY TO REPAIR OR REPLACE RIGNET EQUIPMENT AS SET OUT ELSEWHERE IN THIS AGREEMENT. RIGNET'S INDEMNITY UNDER THIS SECTION SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY CUSTOMER.**

**25.2 CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS RIGNET AND RIGNET GROUP FROM AND AGAINST ALL CLAIMS,**

**DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING ANY MEMBER OF RIGNET AND THE RIGNET GROUP, ARISING IN CONNECTION WITH SERVICES PROVIDED UNDER AN SOA IN FAVOR OF CUSTOMER GROUP, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. CUSTOMER'S INDEMNITY UNDER THIS SECTION SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY RIGNET.**

**25.3 IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED HEREUNDER OR OF THE INDEMNITIES VOLUNTARILY ASSUMED HEREUNDER (WHICH RIGNET AND CUSTOMER HEREBY AGREE WILL BE SUPPORTED EITHER BY AVAILABLE LIABILITY INSURANCE, UNDER WHICH THE INSURER HAS NO RIGHT OF SUBROGATION AGAINST THE INDEMNITEES, OR VOLUNTARILY SELF-INSURED, IN PART OR WHOLE) EXCEED THE MAXIMUM LIMITS PERMITTED UNDER APPLICABLE LAW, IT IS AGREED THAT SAID INSURANCE REQUIREMENTS OR INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MAXIMUM MONETARY LIMITS PERMITTED UNDER SUCH LAW.**

**25.4 THE INDEMNITIES PROVIDED SHALL APPLY REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY, BUT SHALL NOT APPLY TO THE EXTENT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**25.5 THE INDEMNITIES PROVIDED FOR IN THESE TERMS AND CONDITIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE APPLICABLE SOA, CONTRACT OR QUOTATION FOR SERVICES.**

**26. Insurance:** At a minimum, each Party shall carry and maintain in force the insurance coverages in the amounts stated in Exhibit A – Insurance Requirements, and any additional insurance requirements that may be required by any SOA. Each Party's insurance shall support its indemnity and defense obligations under the applicable SOA. Each Party shall add the other Party as an "additional insured" to the extent of the insurable risks and liabilities assumed under these Terms and Conditions or any SOA, shall cause the insurance to be primary as to all other policies and self-insurance, and shall cause its insurer to waive all rights of subrogation. Upon request from the other Party, a Party shall cause its insurer to provide certificates of insurance and documentation specifying that no insurance shall be canceled or materially changed during the term of the SOA without thirty (30) days prior written notice to the certificate requestor. RigNet may suspend Services to Customer on advance written notice in the event that Customer fails to provide reasonable evidence that it has in force insurance coverages required by an SOA; provided that this suspension shall be lifted promptly upon Customer providing evidence of such insurance coverages.

## **27. Limitation of Liability**



**27.1 EXCEPT WITH REGARD TO A BREACH BY EITHER PARTY OF ITS OBLIGATIONS OF INDEMNITY AND CONFIDENTIALITY HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF ASSETS OR LOSS OF PRODUCT OR FACILITIES DOWNTIME (“CONSEQUENTIAL LOSS”). RIGNET’S TOTAL RESPONSIBILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITY ARISING OUT OF OR RELATED TO ANY SOA SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES UNDER THE APPLICABLE SOA OR CUSTOMER’S ACTUAL LOSS. RIGNET WILL HAVE NO LIABILITY TO CUSTOMER GROUP ARISING OUT OF OR RELATED TO AN SOA, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD RIGNET GROUP FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS, EXPENSES, DAMAGES OR DEMANDS, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL LOSS AND REASONABLE ATTORNEY FEES, BROUGHT OR SUFFERED BY ANY MEMBER OF CUSTOMER GROUP ARISING OUT OF OR RELATED TO ANY SOA.**

**27.2** For use of terminals in the United States and U.S. waters, Customer acknowledges that third-party terrestrial service providers using L-Band spectrum may on occasion have the potential to cause interference with RigNet’s and/or RigNet Supplier’s terminals in the future where such terminals are in close proximity to terrestrial L-band base stations. The Customer agrees that RigNet shall not be liable or responsible for any impact that such interference may have on any terminal or related service.

**28. Force Majeure:** Except for obligations related to the payment of money owed, the Parties shall be excused from performing under the terms of an SOA, if and for so long as such compliance is hindered or prevented by occurrences beyond its control, such as, but not limited to, riots, labor disputes, strikes, lock-outs, wars (declared or undeclared), insurrections, rebellions, terrorist acts, civil disturbances, orders of governmental authority, whether such authority be actual or assumed, acts of God, fire, explosion, satellite failure, vandalism, cable cut, hurricanes, storms, tornadoes or other weather events or by any other act or cause which is reasonably beyond the control of such Party, any such event being herein sometimes called “Force Majeure”. In the event that either Party hereto is rendered unable, wholly or in part, by any such occurrence to carry out its obligations under an SOA, it is agreed that such Party shall give notice and details of the Force Majeure in writing to the other Party as promptly as possible after its occurrence. In such cases, the obligations of the Party giving the notice shall be suspended during the continuance of any inability so caused. For those events lasting more than ninety (90) consecutive days, either Party shall have the right to terminate the corresponding Services affected by the Force Majeure with no penalty or fee of any kind.

## **29. Governing Law and Dispute Resolution:**

**29.1** For Services to be provided or performed in the United States and/or the Gulf of Mexico, these Terms and Conditions and all matters arising out of or relating to these Terms and Conditions will be governed by the substantive laws of the State of Texas, USA (unless the court

determines that mandatory U.S. federal maritime laws apply to offshore activities), including without limitation its validity, interpretation, construction, performance and enforcement, but exclusive of the conflict of laws principles of the State of Texas, and any dispute related to such Services and/or this MSA shall be resolved by the federal or state courts sitting in Harris County, Texas. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**29.2** For Services to be provided or performed in any other region of the world other than those areas in Section 19.6.1, above, these Terms and Conditions will be governed by the substantive laws of England and Wales, exclusive of its conflict of laws principles, and any dispute related to such Services shall be finally settled by binding arbitration (by one (1) arbitrator in accordance with the Arbitration Rules of the American Arbitration Association for disputes where the amount in controversy is less than \$5 million USD, and by 3 arbitrators for disputes where the amount in controversy exceeds \$5 million USD). The binding arbitration shall be administered by an arbitration association or private arbitrator to be agreed to between the Parties; or in the event the Parties cannot agree on the arbitrator or arbitration association rules, the arbitration shall be administered by the Arbitration Rules of the London Court of International Arbitration and arbitrator chosen as provided in such rules. The place of arbitration shall be London, England. The language of the arbitration shall be English. Judgment on any award may be entered by any court of competent jurisdiction. **The Parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on April 11, 1980 to these Terms and Conditions.**

**30. Sovereign Immunity:** Any Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the extent permitted by law. This waiver includes immunity from (i) any expert determination, mediation, or arbitration proceeding commenced pursuant to an SOA; (ii) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to an SOA; and (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from an expert determination, mediation, arbitration or any judicial or administrative proceedings commenced pursuant to an SOA. Each Party acknowledges that its rights and obligations hereunder are of a commercial and not a governmental nature.

**31. Notices:** Notices, reports and other communications required or permitted by these Terms and Conditions to be given or sent by one Party to the other shall, except where otherwise provided, be in writing and in the English language, and be effective and considered duly given upon receipt when delivered by hand, upon five (5) business days after having been sent by certified mail – return receipt requested, or upon one (1) business day after having been sent by facsimile, to RigNet's or Customer's address, as the case may be.. Either Party may change its address upon notice to the other Party in accordance with this Section. An email, text message or other similar electronic communication shall NOT constitute valid notice under these Terms and Conditions.

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**32. Assignment:** Neither Party may sell, assign, nor transfer any SOA, contract, quotation for services or any part thereof, nor any money due hereunder, without the prior written consent of the other Party which shall not be unreasonably withheld; provided, however, that either Party may sell, assign, or transfer any SOA, contract, quotation for services or any part thereof, or any money due hereunder, to an Affiliate of such Party upon advance written notice to the other Party. No assignment, sale or transfer of any SOA shall relieve the assigning, selling or transferring Party, as applicable, of its obligations under the SOA.

**33. Waiver:** No waiver by any Party of any one or more defaults by another Party in the performance of any provision of these Terms and Conditions or any SOA shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or of a different character. Except as expressly provided in these Terms and Conditions, no Party shall be deemed to have waived, released or modified any of its rights under any SOA unless such Party has expressly stated, in writing, that it does waive, release or modify such right.

**34. Severability:** If any term or provision of these Terms and Conditions or any SOA is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction, provided that these Terms and Conditions or any SOA without the unenforceable provision(s) is consistent with the material economic incentives of the Parties.

**35. Independent Contractor Relationship:** Nothing contained in these Terms and Conditions or any SOA shall be deemed or construed by RigNet or Customer or by any third party to create the relationship of principal and agent, partnership or joint venture in any form, or any other fiduciary relationship or association between RigNet and Customer.

**36. Counterparts:** Any SOA may be executed in two or more counterparts, each of which shall constitute one and the same original. A facsimile or electronic signature shall be as valid as an original.

**37. Entire Agreement/Amendments:** These Terms and Conditions and any separate nondisclosure agreement signed by the Parties constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace all other negotiations, conversations, understandings and/or agreements, written, oral, implied or otherwise. These Terms and Conditions are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings. The Parties acknowledge that neither of them has made, and is not making, any representations or warranties whatsoever, express or implied, regarding any subject matter provided for in these Terms and Conditions, except as specifically set forth in these Terms and Conditions. These Terms and Conditions and any applicable SOA may not be modified, amended, altered, supplemented, added to, canceled or terminated except by written agreement signed by the Parties. Notwithstanding the foregoing, RigNet may, from time to time, at its option, add, delete or modify the Services available to Customer under these Terms and Conditions. Any purchase order, field service order, service ticket, purchase acknowledgment or order form that purports to modify these Terms and Conditions is void and hereby rejected as not applying to the Services to be performed.

**38. Surviving Clauses:** The provisions of these Terms and Conditions, which by their nature and the context in which they appear, would reasonably be expected to survive termination or expiration of any applicable SOA, including, but not limited to, those relating to Warranty, Service Remedies, Indemnity, Limitation of Liability, Waiver of Consequential Damages, Confidentiality and Governing Law, Claims and Dispute Resolution, will survive its termination or expiration.

**39. Interpretation:** Should any provision of these Terms and Conditions require interpretation, it is agreed that the arbitral tribunal or the court interpreting or considering the provision shall not apply any presumption that the terms of these Terms and Conditions shall be more strictly construed against the Party that drafted these Terms and Conditions or the specific provision.

**40. Covered Region Specific Terms and Conditions:** According to the Covered Region specified in an SOA, the Terms and Conditions stated in Exhibit B corresponding to that Covered Region will apply in addition to these Terms and Conditions.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

Each Party agrees, at its sole cost and expense, to procure and continuously maintain in full force and effect, throughout the term of these Terms and Conditions and any SOA, with reliable insurance companies the following minimum insurance coverages denoted in items a) through d), inclusive, below.

- a) Workmen's Compensation and Employer's Liability Insurance (or P&I insurance as appropriate), in compliance with the rules of the site in which the work hereunder is to be performed; and, when appropriate, providing for coverage under the Federal Longshoremen's and Harbor Worker's Compensation Act, endorsed for operations on the Outer Continental Shelf; and when appropriate, such insurance shall be extended to include (but not limited to) the Jones Act and the Death on the High Seas Act, with minimum limits per occurrence of One Million U.S. Dollars (\$1,000,000);
- b) Commercial General Liability Insurance, with a per occurrence limit of not less than One Million U.S. Dollars (\$1,000,000), and a General Aggregate of not less than Two Million U.S. Dollars (\$2,000,000), covering bodily injury to or death of persons, or damage to or loss of the property of any person or entity, contractual liabilities assumed under an SOA, including actions in rem, action-over claims, and with any watercraft exclusion deleted;
- c) Automobile Liability and Property Damage Insurance, specifically including coverage for contractual liability hereunder, with a minimum combined single limit per occurrence of One Million U.S. Dollars (\$1,000,000), with respect to injury to or death of, or damage to or loss of the property of, any person or entity;
- d) Excess Liability Insurance covering liabilities arising out of operations worldwide, with a combined minimum limit of not less than U.S. \$2,000,000.00 over and above the primary liability limits of all underlying insurance policies as required hereinabove. Such Excess Liability policy shall be "following form" of underlying coverages.
- e) If the performance of Services pursuant to these Terms and Conditions requires RigNet to provide Goods and/or Services to watercraft, Customer shall carry or require the owners of the watercraft to carry:
  - i. Hull and machinery insurance (including collision liability) in an amount not less than the market value of the watercraft,
  - ii. Protection and indemnity insurance, including coverage for crew liability, pollution liability and liability for removal of wreckage, in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater,
  - iii. Charterer's legal liability insurance in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater, and
  - iv. If the watercraft engages in towing operations, tower's insurance in an amount not less than the market value of the watercraft or USD \$10,000,000, whichever is greater.

The designation of minimum limits shall not, in any way, serve to limit the liabilities and obligations of the Parties under these Terms and Conditions. To the extent of the insurable risks

and liabilities specifically assumed by each Party under these Terms and Conditions or any SOA, each Party's insurance shall name the other Party, its affiliated companies, its servants, agents, and employees as additional insureds (except for the Worker's Compensation).

To the extent of the liabilities specifically assumed by each Party under these Terms and Conditions, each Party's insurance shall contain a waiver of subrogation in favor of the other Party, its affiliated companies, its servants, agents, and employees. Each Party's insurance policy shall be considered primary to the extent of the liabilities specifically assumed by that Party under these Terms and Conditions. Should any of the above described policies of insurance be canceled or materially changed or modified prior to the expiration date thereof, the underwriters of such policies shall endeavor to give Customer and RigNet no less than thirty (30) days prior written notice of such change or cancellation. If not already delivered, then prior to the commencement of operations under the SOA each Party shall deliver to the other Party a Certificate (or Certificates) of Insurance, evidencing that the above required coverages are in force and effect, giving the limits of such coverages, the effective dates thereof, the names of the companies furnishing security therefore and showing all required endorsements thereon.

With regard to its policies, each Party shall be solely responsible for that portion of any loss not covered by insurance solely by reason of a deductible or self-insured retention and for the payment of all premiums. To the extent of the liabilities specifically assumed by Customer under this Agreement, one or more of Customer's Inland Marine (or other Property policy or self-insurance – with RigNet's written consent) shall include coverage for the full replacement value of RigNet's equipment. The RigNet technicians will attend any required safety classes (at Customer's expense) as may be required to perform their duties on offshore facilities with notification of Customer.

## EXHIBIT B

### COVERED REGION SPECIFIC TERMS AND CONDITIONS

#### A. United States, Central America and South America

##### A.1 United States

#### 911 Service – Applicable only in the territory of United States.

**911 Service:** Customers using Services and related Equipment in the United States acknowledge and agree that as a condition of the provision of Services and Equipment by RigNet that Customers will make no claim, whether in contract, tort or otherwise, against RigNet, its employees, affiliates, subsidiaries, successors or assigns for bodily injury, loss of life, damage to property or for any other loss whatsoever, or for special, incidental, indirect, consequential or punitive damages, by reason of any unavailability, delay, faultiness or failure of the satellite, RigNet Supplier's facilities, Services, Equipment, inaccuracies or failures with regard to any user information provided to RigNet. This disclaimer of liability by RigNet is made to the fullest extent permitted by applicable law and applies regardless of the cause of any liability, including, without limitation, to wrongful conduct, omission or fault of employees or agents of RigNet.

- (i) When Customers dial the 911 short code on a mobile satellite terminal (911#) the call will be routed to a Supplier's operations center who will locate the nearest Public Safety Answering Point (PSAP) and route the call accordingly.
- (ii) Unlike traditional landline based 911 service, Supplier's 911 service does not automatically provide location information to the operator. When Customers dial 911, Customers will need to advise RigNet's supplier of their physical location. Once the physical location (i.e., intersection and/or street, city and state) is provided by Customer to RigNet's supplier, then RigNet's Supplier will locate the nearest PSAP and immediately route the call for a 911 emergency response.
- (iii) Customers understand that by using RigNet's Supplier's 911 service, RigNet's supplier will disclose Customers' physical location, including the geographic coordinates of equipment to the PSAP (i.e., governmental and quasi-governmental agencies such as emergency service providers and law enforcement agencies).
- (iv) Service outages, signal strength and battery power will all impact Customers' ability to access RigNet Supplier's 911 service. Dialing 911 does not work during system outages or satellite acquisition. RigNet does not promise uninterrupted or error free service.
- (v) RigNet's Supplier is only responsible for routing the 911 call. RigNet's Supplier DOES NOT provide Customers with any type of 911 emergency response services. The provision of emergency response services is the responsibility of the PSAP.

**911 Service (Iridium and MarineSat/LandSat)**: 911 service is provided to Customer directly from the satellite provider for Customers using these services. Please contact the respective satellite service provider for further directions and procedures for using and accessing the 911 service.

## **B. Asia-Pacific Region**

### **B.1 Australia and New Zealand**

#### **Section 2. Purpose and Scope:**

**2.2** If Customer procures goods or services under these Terms and Conditions that are ordinarily acquired for personal, domestic or household use, certain non-excludable terms and conditions or warranties may be implied into these Terms and Conditions by legislation, including the Trade Practices Act 1974 (Australia) and the Consumer Guarantees Act 1993 (New Zealand).

#### **Section 4.4 Warranty for Purchased Equipment:**

(v) RigNet does not exclude any non-excludable remedies under the Trade Practices Act 1974 (Australia), Customer Guarantees Act 1993 (New Zealand) or similar legislation except, in the case of New Zealand, where Customer is procuring goods or services, or holds itself out as procuring goods or services for business purposes, in which case, the Consumer Guarantees Act 1993 (New Zealand) will not apply.

#### **Section 4.7 Security Interest:**

(i) Customer acknowledges that the terms of the Personal Property Securities Act 1999 (New Zealand) (“PPSA”) will apply to all purchased equipment supplied in New Zealand and grants RigNet a security interest in all purchased equipment supplied by RigNet to Customer from time to time and agrees: (a) to do all such things and execute all such documents as may be required to ensure that RigNet obtains and maintains a perfected first ranking security interest in the purchased equipment; (b) that RigNet may register a financing statement on the Personal Property Securities Register to perfect its security interest as an unpaid supplier of purchased equipment delivered, or to be delivered, to the Customer; (c) to indemnify RigNet for any costs incurred by RigNet in registering the financing statement and the enforcing or attempting to enforce its rights under these Terms and Conditions and its security interest in the purchased equipment; (d) to waive the right to receive a copy of any verification statement under section 148 of the PPSA; (e) and that it has no rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.

(ii) Customer agrees not to change its name (including the name under which it is known or under which it trades) without notifying RigNet in writing of Customer’s intention to change its name at least 14 business days prior to doing so.



## **C. Europe, Middle East and Africa:**

### **Section 4.7 Consumer Refund Rights:**

- (i) If Customer is a citizen purchasing equipment and or Services for personal use (the “Consumer”) then notwithstanding any other provision under these Terms and Conditions, Consumer has various cancellation rights as set out in this Section.
- (ii) Subject to Section 4.7(v), Consumer has the right to cancel its purchase order for equipment at any time within seven (7) days after the day on which the equipment was received by Consumer. Consumer must ensure that reasonable care is taken of the equipment to be returned and must follow the return procedures as set forth in Section 4.5.
- (iii) In the event that Consumer is entitled to cancel its purchase order for the equipment, RigNet will refund the purchase price of the equipment within thirty (30) days of receiving notice that Consumer is cancelling the purchase order. RigNet reserves the right to charge an administration fee in certain circumstances.
- (iv) The risk of loss for any equipment that Consumer returns to RigNet will remain with Consumer until the equipment has been delivered to RigNet’s premises and accepted by RigNet at those premises.
- (v) Consumer will not have the right to cancel an order for equipment that has been made to the Consumer’s specification or equipment which is clearly personalized.
- (vi) Consumer has the right to cancel the purchase order in relation to Services before either (i) the expiration of seven (7) days beginning on the date after the purchase order is submitted by Consumer, or (ii) the commencement of provision of Services, whichever comes first.