

## Managed Communications Services Terms and Conditions

These Terms and Conditions (“Terms and Conditions”) govern the sale by **RigNet, Inc.**, a Delaware corporation (together with any of its Affiliates, “RigNet”), with its principal office at 15115 Park Row, Suite 300, Houston, Texas, 77084 USA, of Goods and/or Services and the Customer identified in any SOA, Purchase Order, Work Schedule, Statement of Work or other agreement (any of which may be referred to as the “Agreement” or the “Contracting Document” and any of such terms may be used interchangeably in these Terms and Conditions) for the provision of Goods and/or Services by RigNet to Customer (“Customer”). RigNet and Customer may be referred to individually as a “Party” and, collectively, as the “Parties”. Unless otherwise specified in the Agreement, the effective date shall be the later of the dates reflected beneath each Party’s signatures at the end of the Agreement (the “Effective Date”). Affiliates of RigNet and Affiliates of Customer may agree to the terms of these Terms and Conditions by incorporating them by reference as being part of any Agreement entered into between those parties.

These Terms and Conditions include and incorporate the following: Exhibit A – Service Level Agreement, Exhibit B – Acceptable Use Policy, Exhibit C – Insurance Requirements, and any additional appendices and/or annexes agreed to by the Parties as part of the Agreement.

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

“**Acceptable Use Policy**” or “**AUP**” shall mean the RigNet Acceptable Use Policy attached hereto as Exhibit B.

“**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 these Terms and Conditions or any Service Order Agreement (“SOA”), including (i) all pricing, technical and commercial information related to these Terms and Conditions and/or any applicable SOA, (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 that culminated in these Terms and Conditions, 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.

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

“**Customer Licenses**” shall mean all licenses, permits, temporary permits and authorizations and any renewals and costs thereof, required by any jurisdiction for Customer’s performance and/or use of the Services under these Terms and Conditions and/or SOA.

“**Disclosing Party**” shall mean the party that discloses, publishes, repeats or otherwise reveals information covered by the confidentiality provisions contained within Section 8 of these Terms and Conditions.

**“Effective Date”** shall mean the month, day and year defined in the preamble 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 purchased Goods, products not provided by RigNet, or Customer-provided items. The Equipment shall remain under RigNet’s title and ownership at all times.

**“Goods”** shall mean all hardware, goods, products or other tangible property that is purchased by Customer from RigNet.

**“Improper Illumination”** shall mean any of the following: (a) transmissions other than as specified in writing by RigNet or (b) transmissions of an incorrect frequency or to an incorrect receptor, or (c) transmissions at power levels exceeding licensed or regulated limits, or (d) any illumination that could cause harm to or interference on any transponder or space segment on any satellite or any receptor in a terrestrial wireless network.

**“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.

**“Terms and Conditions”** shall mean these general terms and conditions and any exhibits, appendices, and annexes issued hereunder.

**“Receiving Party”** shall mean the Party who receives or is given access to information covered under the confidentiality provisions of Section 8 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 Information”** shall mean all RigNet Confidential Information and RigNet Intellectual Property, and otherwise all designs, drawings, diagrams, 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 Group”** shall mean RigNet and its Affiliates and their employees, officers, directors, invitees, clients, customers and their employees, partners, co-venturers, owners, agents and their employees, third parties, contractors and their employees, officers and directors, and subcontractors and their employees, officers and directors.

**“RigNet Licenses”** shall mean all licenses, permits, temporary permits and authorizations required by any jurisdiction related to RigNet’s performance of the Services under these Terms and Conditions and/or SOA.

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

**“Services”** shall mean the provision of any services by RigNet to Customer, any RigNet System, and any Equipment provided to Customer by RigNet, either or both generally as described or set forth in a Service Order Agreement.

**“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) 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 sixty (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.

**“Service Level Agreement”** or “SLA” shall mean the Service Level Agreement attached hereto as Exhibit A, or if applicable, to any Service Order Agreement to which such Service Level Agreement would be applicable.

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

“SOA” shall mean a Service Order Agreement, statement of work, or call off 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.

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

“VoIP” shall mean Voice over Internet Protocol.

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

**2.1** 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 general 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.

**2.2** The execution of these Terms and Conditions by the Parties shall not be construed as an obligation of Customer to request an SOA or to order any Service and/or Goods in any manner from RigNet whatsoever. No Services and/or Goods shall be provided by RigNet except pursuant to an SOA. Changes to an SOA may only be made by a written amendment signed by an authorized representative of each Party. These Terms and Conditions supersede all previous master service agreements, 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. Payment:**

### **4.1 Invoicing and Payment for Services.**

**4.1.1** Charges for Services accrue from the Service Commencement Date. Payment is due upon presentation of invoice. RigNet may require payment in full of non-recurring charges and installation costs and up-front fees prior to the Service Commencement Date, and may require payment in advance for any regular, fixed monthly recurring charges. Unless otherwise set forth herein, RigNet shall invoice monthly and Customer shall pay within 30 days of the date of invoice.

**4.1.2** All invoicing will be sent electronically to Customer’s designated electronic mailing address. If Customer requests paper invoicing, then there will be a \$100 charge per paper invoice in addition to the charges for Goods and Services.

**4.1.3** All prices are FCA or FAS (as appropriate) RigNet’s facilities or designated shipping point, in accordance with the Incoterms® 2010 rules<sup>1</sup> (as amended) and shall be quoted, invoiced and paid in United States dollars to a U.S. location, except as may otherwise be provided in the Service Order Agreement for such Services.

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

**4.1.4** 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 ten (10) days' notice to cure, but without waiving any rights or electing remedies under the MSA, suspend or terminate any Service or delivery to Customer in the event of nonpayment of any amount due. RigNet may apply any deposit or payment to any amount due from Customer.

**4.1.5** Customer shall provide written notice to RigNet of any dispute of billed charges according to the notice provisions of this MSA. If Customer fails to provide such written notice within 180 days of the disputed invoice date, Customer waives its right to dispute the charges and to participate in any legal action raising such dispute. 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 of such SOA.

## **4.2 Taxes, Charges and Fees:**

**4.2.1** Charges for Services and Goods exclude all taxes and other charges assessed on the performance of the Service or cost of the Goods by a governmental authority and required or permitted 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 Goods.

**4.2.2** 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.

**4.2.3** 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 the 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 taxing authority.

**4.2.4** All payments are to be made to RigNet without any deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority to ensure receipt by RigNet of the full amount of its invoice without withholding or deduction. If Customer is required by a taxing jurisdiction or governmental authority to withhold taxes on any payment to RigNet, Customer shall pay such amount to the appropriate tax authority and 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.

**4.2.5** In the event of a change in the tax laws or their application or interpretation that has a material adverse effect on either Party, the affected Party may request in writing that the applicable SOA be restructured to mitigate such effect and the Parties shall negotiate in good faith for an appropriate resolution.

**5. Independent Contractor Relationship.** The Parties are acting in performance of these Terms and Conditions as independent contractors. Nothing contained in these Terms and Conditions 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. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

6. **Services Provided to Third Parties.** Customer grants and affirms that RigNet has the right to: (a) install additional Equipment and communications features, at its own cost, onboard any Site subject to these Terms and Conditions; and (b) sell, resell or provide communications or other services and/or bandwidth to users of such facilities with the Equipment used or provided under these Terms and Conditions, or such additional Equipment and features. Such rights shall continue for the duration of any Initial Term or Renewal Term (without regard to any early termination), and shall continue thereafter for the term of any third-party service arrangement at the facility. RigNet is responsible to such facility users for the services it provides, and will look solely to such facility users for payment for such services.

7. **Ownership.** Customer acknowledges that as between RigNet and 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's 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 or information following termination of the applicable SOA, except in the event Customer purchases any Goods. 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, ideas and inventions. Customer acknowledges that these Terms and Conditions shall not create any third party's right, title or license in any RigNet Information 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.

8. **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, 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 other than through the fault or act of the Receiving Party, (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.

9. **Service Policies and Procedures:**

9.1 **Standard Provisions.** Customer acknowledges receipt of and agrees to abide by RigNet's Service Level Agreement and Acceptable Use Policy, attached hereto and hereby incorporated by reference. The SLA shall govern all Services provided by RigNet to Customer under these Terms and Conditions and any SOA, and Customer shall use all Services in accordance with the AUP.

9.2 **Customer's General Obligations.** In addition to its other obligations under these Terms and Conditions, Customer shall at its expense: (a) transport RigNet personnel to and from any offshore Site and provide

lodging for RigNet personnel while offshore; (b) 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; (c) provide electrical power and safe working areas for installation of Equipment and removal of Equipment at the end of the Term; (d) permit RigNet to have access to the Site following termination of the applicable SOA to remove the Equipment; (e) 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; and (f) keep the Equipment free and clear from liens and encumbrances in favor of persons claiming against or through Customer. Customer agrees that RigNet may include Customer's name and general information concerning the agreements to provide Services in RigNet's customer listings and/or press releases.

**9.3 Use and Care of Equipment.** 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 and Services. Any use of the Equipment or Services not in accordance with the preceding shall void applicable warranties or Service Level Agreement guarantees provided under these Terms and Conditions and/or the applicable SOA, and RigNet may recover additional fees for Customer uses not contemplated under these Terms and Conditions or the applicable SOA. Customer is responsible for the security, protection and care of the Equipment upon leaving RigNet's possession and shall bear the full risk of loss or damage to the Equipment prior to its return to RigNet. In the event of any loss or damage to the Equipment, Customer will promptly reimburse RigNet upon presentation of invoice.

#### **9.4 Location and Movement of Site(s):**

**9.4.1** Customer shall provide RigNet with accurate information regarding whether the end-use is onshore or offshore (including exact geographic coordinates), the specific Services, end-user identity, and country of end-use with respect to the RigNet System and Services. Based on and in reliance on such information, RigNet will provide 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.

**9.4.2** Customer shall use the RigNet System and Services only at the location provided for in an applicable SOA issued pursuant to these Terms and Conditions. Customer shall give RigNet at least sixty (60) days' prior written notice about any movement of the Site(s) from the current location to another, provided that in this event RigNet may adjust the Services description and the pricing effective from the date of the move.

**9.4.3** Regardless of the Site being relocated to a location different than the current location set forth in the applicable SOA, Customer's obligation to purchase Services continues for the duration of the contracted term of the applicable SOA (either Initial Term or Renewal Term, as the case may be). RigNet may adjust the Services description and the pricing effective from the date of the relocation to account for the different location.

**9.4.4** Provision of Services by RigNet is always subject to availability of satellite capacity.

**9.5 No Use by Third Parties.** Customer shall not allow third parties (i.e., entities or individuals not associated with Customer's operations) 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 Service Order Agreement. Customer shall not have the right to sell, distribute, sublicense or permit unauthorized access to the Equipment, RigNet Intellectual Property, or RigNet Information.

**9.6 Decommissioning.** Without waiving any of RigNet's rights or remedies, in the event (a) a Site is decommissioned or demobilized, (b) operations at a Site are ended, or (c) 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. 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 these Terms and Conditions remain due, and Customer is obligated to pay the same as stated herein. This paragraph survives the termination or expiration of these Terms and Conditions.

**9.7 Storage of Customer Property.** From time to time, Customer may request to store at RigNet facilities spare parts or other Goods or equipment of Customer ("Customer Property"). If and when Customer makes such a request, it shall provide RigNet with an inventory of the Customer Property along with an estimate of the number of square feet of warehouse space needed for the Customer Property, and the estimated beginning and ending dates for such storage. RigNet shall not be obligated to provide such storage at any time. If RigNet does agree to have Customer Property stored at its facilities, all title and ownership shall remain with Customer, and RigNet will hold such Customer Property as a bailee only. RigNet shall have no obligation with respect to loss or damage of or to the Customer Property other than for gross negligence or willful and wanton misconduct. Customer shall bear all other risks of loss and damage to the Customer Property, including without limitation, theft or catastrophic loss, while in RigNet's possession. Customer may retrieve its property upon reasonable notice, and RigNet may terminate Customer's rights of storage upon 30 days' notice. It shall be Customer's obligation to arrange to have the Customer Property transported at its cost to another location upon expiration of its rights to store the Customer Property at RigNet's facilities.

## **10. Licensing:**

**10.1** Customer shall be responsible for obtaining all licenses, permits, temporary permits and authorizations and any renewals and costs thereof, required by any jurisdiction for Customer's performance and/or use of the Services under these Terms and Conditions and/or SOA ("Customer Licenses"). Customer at its sole risk and expense shall engage, where necessary, the third-party professional of Customer's choice for procurement of Customer's site licenses or permits. Customer shall furnish RigNet with evidence of having obtained such licenses, permits and other authorizations and approvals within thirty (30) days of receipt. RigNet shall not be liable for any breach, non-performance or delay in performance related to Customer's failure to obtain any such required licenses, permits and/or authorizations.

**10.2** RigNet shall be responsible for obtaining those licenses, permits, temporary permits and authorizations ("RigNet Licenses") required by any jurisdiction related to RigNet's performance of the Services under these Terms and Conditions and/or SOA, however, RigNet shall not be held in breach of these Terms and Conditions and/or any SOA in the event RigNet is unable to obtain a RigNet License for any Customer Site due to circumstances beyond RigNet's reasonable control. Each Party agrees to cooperate in providing to the other all information required to enable the other to obtain any required licenses, permits, and/or authorizations.

**10.3** Upon request, RigNet will cooperate with Customer in gathering information for staging Customer's site license application(s). Such information will comprise a quotation of the estimated costs for a given site license (both one time and annual renewal fees), qualified third-party professional and administrative fees for procuring the license, and necessary technical information of a non-confidential nature relating to RigNet's Services. RigNet cannot make any representations or warranties whatsoever concerning the accuracy of such quotations as they will be from third parties not subject to RigNet's control. Customer acknowledges that RigNet is an independent contractor, and not Customer's agent, in offering this cooperation. RigNet does not make any warranties or representations about the qualified third-party professionals other than as to their good reputation generally in the market. Finally, Customer agrees to provide RigNet reasonable notice to permit RigNet to stage Customer's site license application(s), acknowledging that time-frames for processing site license requests will vary from one jurisdiction to the next due to differences in legal requirements and in bureaucratic handling.

**10.4** If either Party is required to pay any fine or penalty or is subject to a claim from the other Party's failure to comply with applicable laws, rules or regulations, the Party failing to comply shall defend, indemnify and hold harmless the other Party from all damages, fees and/or fines for such failure to the extent of the indemnifying Party's allocable share of failure to comply. Notwithstanding anything to the contrary herein, neither Party shall be required to take any action prohibited or penalized, or refrain from taking any action required under applicable law, including, without limitation, the U.S. anti-boycott laws.

**10.5** Customer shall comply with RigNet's Acceptable Use Policy and with all applicable governmental laws, rules and regulations, including any restrictions on Customer's receipt of the Services applicable in any country in which Customer uses the Services. RigNet's Services shall be used by Customer solely for transmission of its own communications services in accordance with applicable licenses. Customer acknowledges 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. RigNet may, without waiving any rights or electing remedies under these Terms and Conditions, at law or equity, suspend or terminate the Services to Customer until Customer can demonstrate its compliance with this Section 10.

**10.6** With respect to Services intended for ultimate use on maritime vessels, RigNet shall not be responsible for any licenses or authorizations (including service or frequency authorizations) for any radio or other communications services that occur on board or within a vessel (including WiFi or cellular connection); or that are provided by Customer to the vessel's crew; or be responsible for acquiring a ship radio license (or equivalent in any jurisdiction). While it is the Customer's responsibility and obligation to procure Customer Licenses for transmissions from the vessel to a satellite, at Customer's request, RigNet may assist Customer in obtaining any such Customer Licenses.

**10.7** With respect to Services intended for ultimate use on aircraft, RigNet shall (a) only be responsible for licenses or authorizations for radio communications or other communications services that are external to the aircraft; and (b) not be responsible for any licenses or authorizations (including service or frequency authorizations) for any radio or other communications services that occur inside or within the aircraft (including WiFi or cellular connection) or be responsible for acquiring an aircraft radio license (or equivalent in any jurisdiction).

## **11. Purchase of Goods:**

**11.1** For equipment purchased by Customer ("Goods"), risk of loss in such Goods will transfer pursuant to Incoterms® 2010 rules (as amended) either FCA or FAS, (as appropriate) per the delivery terms specified in RigNet's sales/purchase quotation. All shipping costs will be to Customer's account. RigNet will not have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of RigNet. Unless otherwise agreed in an SOA, contract, or quotation for services, Customer agrees to accept partial shipments.

**11.1.1** Title to Goods purchased by Customer will transfer from RigNet to Customer upon RigNet's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, Customer will keep Equipment that is owned by RigNet free from any liens, claims or encumbrances. RigNet warrants that title to all Goods delivered to Customer under the terms of these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

**11.1.2** RigNet will pass through to Customer any available manufacturer warranties on the Goods. 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, and is a 'back-to-base' warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Goods to RigNet's designated premises and also the transportation cost of returning the Goods following a repair from RigNet's 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 the travel including, but not limited to, transportation costs, living expenses, etc. RigNet will provide Customer a written estimate of such costs upon request.

**11.1.3** Any warranties as set forth in this Section 11 do not extend to Goods which are altered, improperly installed by a third party or which fail or are 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 manufacturer's instructions or any specifications provided by RigNet at the time of delivery to Customer.



**11.1.4** All sales of Goods are final. There will be no refunds for used Goods returned to RigNet. RigNet reserves the right to not accept the return of unused Goods it sells, but may accept such return only if Customer returns unused Goods to RigNet in the original packaging, in original condition, and within thirty (30) days of delivery. If RigNet does accept a return of unused Goods, 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.

**11.2 Third-Party Manufacturers.** RigNet is not a manufacturer of any Equipment or Goods nor responsible for any problems arising from the use of any equipment manufactured by third parties in connection with Services. To the extent that any Goods are sold to Customer such Goods will be sold “AS IS, WHERE IS”, net of tax, shipping or insurance, and Customer shall look solely to any third-party manufacturers for any warranty on the Goods.

## **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, regardless of where Services are to be provided. In this respect, Customer shall (a) pay all applicable taxes, duties and fees related to the Equipment importation and exportation; (b) obtain at its cost such import and export licenses and other consents that are required from time to time; (c) upon request, make those licenses and consents available to RigNet prior to the shipment of the Equipment, and (d) 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 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. Compliance with Laws and Regulations:**

### **13.1 Export Controls and Sanctioned Countries:**

**13.1.1** Customer acknowledges that it will comply with applicable export control laws, regulations and sanctions. Customer will not, without first obtaining any necessary licenses, export or re-export any of RigNet’s Equipment, RigNet Information or related technical data: (a) to any country subject to U.S. sanctions including, without limitation, Cuba, Iran, Sudan, North Korea or Syria; (b) for any prohibited uses; (c) to any prohibited destinations; or (d) 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 with timely identification of all parties that are involved in the Customer’s transaction or use of the Site prior to engaging in any new transactions that will make use of RigNet’s Equipment and/or Services.

**13.1.2** In addition to other rights it may have in law, equity or under these Terms and Conditions, RigNet reserves the right to refuse to provide Goods, Equipment or Services and suspend or terminate any applicable SOA or these Terms and Conditions in their entirety, without liability to Customer, if RigNet has a good faith basis for believing 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 any applicable SOA shall be tolled for the duration of the suspension.

**13.1.3** If Customer causes a Site to be moved to a location where RigNet's provision of Services 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.

**13.1.4** Customer hereby agrees to indemnify, defend and hold harmless RigNet Group 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. Customer also agrees to pay the liquidated damages amount as described under Section 13.1.3 upon demand for any such breach.

**13.2 Compliance with Laws and Policies:** RigNet and Customer shall each comply with the applicable laws, regulations, and orders pertaining to their activities related to these Terms and Conditions, 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 these Terms and Conditions are subject to the requirements of applicable U.S., UK and foreign laws and regulations, and to RigNet receiving 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 applicable SOA.

**13.3 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 these Terms and Conditions, 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 (v) 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 these Terms and Conditions. Each Party shall promptly (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 Party's 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 these Terms and Conditions. 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 these Terms and Conditions.

**14. Insurance.** At a minimum, each Party shall carry and maintain in force the insurance coverages in the amounts stated on Exhibit C – 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 these Terms and Conditions and any 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 these Terms and Conditions or any SOA without thirty (30) days' prior written notice to the certificate requestor. RigNet may suspend Services to Customer on advance written notice if Customer fails to provide reasonable evidence that it has in force insurance coverages required by these Terms and Conditions or any SOA; provided that this suspension shall be lifted promptly upon Customer providing evidence of such insurance coverages.

**15. Warranties and Exclusive Remedies. RIGNET WARRANTS THAT THE SERVICES PERFORMED UNDER ANY SOA WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND SUBSTANTIALLY CONFORM TO THE DESCRIPTION OF SUCH SERVICES IN THE APPLICABLE SOA. OTHER THAN THE FOREGOING, RIGNET MAKES ONLY THOSE WARRANTIES, IF ANY, SET FORTH IN THE SERVICE LEVEL AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. RIGNET DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS 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.**

**16. Indemnification:**

**16.1 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 (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS OF LITIGATION) 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 HERewith 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 THESE TERMS AND CONDITIONS. RIGNET'S INDEMNITY UNDER THIS SECTION SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY CUSTOMER.**

**16.2 CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS RIGNET GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS OF LITIGATION) WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING ANY MEMBER OF THE RIGNET GROUP, ARISING IN CONNECTION HERewith 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.**

**16.3 TO PROVIDE THE SERVICES REQUESTED BY CUSTOMER, IT MAY BE NECESSARY FOR RIGNET TO LEAVE EQUIPMENT IN THE CUSTODY AND CONTROL OF CUSTOMER. CONSEQUENTLY, NOTWITHSTANDING THE INDEMNIFICATION IN SECTION 16.1, CUSTOMER**

**SHALL BE RESPONSIBLE FOR DAMAGE OR LOSS TO EQUIPMENT FROM AND AFTER THE TIME THAT SUCH EQUIPMENT IS DELIVERED INTO THE CUSTODY AND CONTROL OF CUSTOMER AND PRIOR TO THE SAFE RETURN OF SUCH EQUIPMENT TO RIGNET (OTHER THAN DAMAGES DUE TO NORMAL WEAR AND TEAR); PROVIDED THAT CUSTOMER'S LIABILITY FOR SUCH DAMAGE OR LOSS OF OR TO SUCH LEASED EQUIPMENT SHALL BE LIMITED TO THE REPLACEMENT COST OF SUCH EQUIPMENT.**

**16.4 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.**

**16.5 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.**

**16.6 THE INDEMNITIES PROVIDED FOR IN THIS SECTION AND ELSEWHERE IN THESE TERMS AND CONDITIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS.**

**17. Limitation of Liability. EXCEPT WITH REGARD TO A BREACH BY EITHER PARTY OF ITS OBLIGATIONS OF INDEMNITY OR 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 THEREUNDER OR CUSTOMER'S ACTUAL LOSS. RIGNET WILL HAVE NO LIABILITY TO CUSTOMER GROUP ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, 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 THESE TERMS AND CONDITIONS OR ANY SOA ISSUED HEREUNDER.**

**18. Termination:**

**18.1 Security and Termination for Insolvency.** Either Party may terminate any outstanding SOA and/or this MSA in the event of 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 this MSA and/or any outstanding SOA, and to authorize any payments due in full prior to resolution of matters affecting this MSA. If Customer fails to pay any amount to RigNet when due, RigNet may, at its option, (a) require Customer to provide security if Customer's invoice payments are late on 2 or more occasions in any 12-month period, (b) suspend Services or exercise any of the other remedies according to Section 4 - Payment, or (c) terminate the applicable SOA according to Section 18.3 – 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 the SOA or this MSA and shall be in addition to RigNet's other remedies.

## **18.2 Termination for Convenience.**

**18.2.1 Termination of MSA Does Not Terminate SOA(s).** Either Party may terminate this MSA at any time by giving the other Party 60 days' written notice of intent to terminate. The termination of this MSA shall not affect any existing or outstanding SOA(s) with unexpired terms, but rather any such SOA(s) shall survive the termination of this MSA and continue to be governed by the terms and conditions of this MSA until each such SOA has been completed or terminated by its own terms. Notwithstanding the foregoing, no new or additional Services may be contracted for after the termination of this MSA.

**18.2.2 Effect of Termination of Outstanding SOA(s).** RigNet contracts with underlying bandwidth and other carriers for terms that mirror the terms of the Services contracted by Customer, which commitments may not be terminated for convenience. Consequently, in the event Customer terminates an SOA issued pursuant to this MSA before or during the Initial Term or any Renewal Term of the SOA for any reason other than those specified in Section 18.1 and Section 18.3, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due to the charges accelerated for the remainder of the Initial Term or any Renewal Term as liquidated damages and not a penalty.

**18.3 Termination for Material Breach.** In the event of a Party's material breach or default in the performance of any of its obligations under this MSA and/or any SOA that is unrelated to RigNet's Services as set forth in Exhibit A – Service Level Agreement and failure to cure such breach within 30 days after notice specifying each breach in detail from the other Party (10 days for breach of any failure to pay for Services), such notifying Party shall have the following rights:

**18.3.1 Customer Remedies for Material Breach.** Customer may terminate the MSA and any affected SOA, and with its sole obligation of paying for all outstanding charges through the expiration of the cure period for all Goods and Services received. Breach of any matter related to RigNet's Services is governed exclusively by the remedies provided in Exhibit A – Service Level Agreement.

**18.3.2 RigNet Remedies for Material Breach.** RigNet may immediately terminate the MSA and any affected SOA. Without limiting the foregoing, any failure by Customer to timely pay to RigNet any amounts owing under any SOA will constitute a material breach of this MSA and such SOA. In the event RigNet terminates an SOA issued pursuant to this MSA before or during the Initial Term or any Renewal Term of the SOA for material breach by Customer, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due to the charges accelerated for the remainder of the Initial Term or any Renewal Term as liquidated damages and not a penalty.

**18.3.3 Other Material Breach.** RigNet may terminate this MSA immediately upon its reasonable belief that Customer has breached clause 13.1 (Export Controls and Sanctioned Countries) or clause 13.3 (Gifts and Payments).

**18.4 Termination of Service Order.** Following the expiration of the SOA Initial Term, unless the SOA provides otherwise, Services shall continue on a month-to-month basis until either Party terminates such SOA with 90 days' prior written notice to the other Party.

**18.5 Termination due to Government Action.** RigNet may, with no liability whatsoever, suspend or terminate Services to Customer if lawfully ordered to cease operation of such Services by 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. Miscellaneous:**

**19.1 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 (i) upon receipt when delivered by hand or messenger delivery, or (ii) upon five (5) business days after having been sent by certified mail – return receipt requested, or (iii) upon one (1) business day after having been sent by electronic transmission with proof of delivery, to RigNet's or Customer's address, as the case may be as reflected in the Agreement. Either Party may change its address upon notice to the other Party in accordance with this section.

**19.2 Counterparts.** These Terms and Conditions may be executed in two or more counterparts, each of which shall constitute one and the same agreement. A facsimile or other electronic signature shall be as valid as an original.

**19.3 Entire Agreement/Amendments.** These Terms and Conditions and any separate nondisclosure agreement signed by the Parties constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces 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. No Party has relied, in any way, upon any express or implied agreement, representation, warranty, or statement of any other Party, except for the representations and warranties specifically set forth in these Terms and Conditions. The terms, conditions and provisions of these Terms and Conditions and any SOA may not be modified, amended, altered, supplemented, or added to except by written agreement signed by the Parties. 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. In the event that there is any conflict between the provisions of this MSA or any other document, the order of precedence shall be (a) the terms and conditions of this MSA, (b) the Service Order Agreement, and (c) all other documents.

**19.4 Assignment.** Neither Party may sell, assign, nor transfer these Terms and Conditions or any SOA, any part hereof, nor any money due hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either may sell, assign, or transfer these Terms and Conditions and any SOA, or any part hereof, 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 these Terms and Conditions and any SOA shall relieve the assigning, selling or transferring Party, as applicable, of its obligations under these Terms and Conditions and any SOA.

**19.5 Force Majeure.** Except for obligations related to the payment of money owed, the Parties shall be excused from performing under the terms of these Terms and Conditions, 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 threats or acts, civil disturbances, orders of governmental authority, whether such authority be actual or assumed, pandemics, acts of God, 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". If either Party hereto is rendered unable, wholly or in part, by any such occurrence to carry out its obligations under these Terms and Conditions, 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 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.

**19.6 Governing Law and Dispute Resolution:**

**19.6.1** 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 these Terms and Conditions 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.**

**19.6.2** 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 and all matters arising out of or relating to 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 under the arbitration rules of the London Court of International Arbitration (by one (1) arbitrator for disputes where the amount in controversy is less than \$5 million USD, and by three(3) arbitrators for disputes where the amount in controversy exceeds \$5 million USD). In the event the Parties cannot agree on the arbitrator, the arbitrator shall be 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.

**19.6.3** 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 and any SOA.

**19.6.4** The arbitration provisions of these Terms and Conditions do not limit or affect the right of either Party to seek from any court having jurisdiction any interim, interlocutory, or provisional relief that is necessary to protect the rights or property of that Party. Alternatively, either Party may apply to the applicable arbitration association or private arbitrator for injunctive or other equitable relief pursuant to its optional rules for emergency measures until the arbitration award is rendered or the controversy is otherwise resolved.

**19.7 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 (a) any expert determination, mediation, or arbitration proceeding commenced pursuant to these Terms and Conditions; (b) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to these Terms and Conditions; and (c) 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 these Terms and Conditions. Each Party acknowledges that its rights and obligations hereunder are of a commercial and not a governmental nature.

**19.8 No Third-Party Beneficiaries: Contracts (Rights of Third Parties) Act.** Except as expressly set forth herein, these Terms and Conditions are intended solely to benefit the parties executing these Terms and Conditions, and are not intended to provide or create any right or benefit for any person or other entity that is not a party to these Terms and Conditions. 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 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 these Terms and Conditions.

**19.9 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 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 these Terms and Conditions unless such Party has expressly stated, in writing, that it does waive, release or modify such right.

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

**19.11 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 these Terms and Conditions, 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.

**19.12 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 these Terms and Conditions shall be more strictly construed against the Party that drafted these Terms and Conditions or the specific provision.



**EXHIBIT A**  
**SERVICE LEVEL AGREEMENT**

**Definitions**

RigNet's Service is the RigNet owned and operated Internet Protocol (IP) infrastructure that includes the Very Small Aperture Terminal ("VSAT") and Terrestrial infrastructure. The Services include the RigNet Equipment at the Points of Presence (POP) and the remote sites/facilities that interconnect within and between them. The Services do not include any Customer-owned equipment or the communications facilities connecting that equipment to the RigNet infrastructure. Services do not include any Customer provided third party communications facilities connecting the RigNet external networks nor network equipment owned and operated by anyone other than RigNet.

**Service Level & Quality**

Service Availability SLA - RigNet guarantees a 99.5% uptime of Services within the calendar month in which the Services are delivered, with the exception of the following Exclusions:

- Scheduled Maintenance
- Planned site move
- Atmospheric Attenuation
- Obstructed blockage to satellite
- Customer responsible outage (radio silence, loss of site power, internal network change, etc.)

RigNet will NOT extend its uptime guarantee to any equipment and services that it has no control over. An example of such is any Customer provided third-party connection (satellite, microwave), external Internet and or PSTN providers that are not included in the Services.

Latency SLA - Within the delivery of the Services, the average round trip latency times of a packet of data will be less than 800ms average within the calendar month to the nearest RigNet monitoring point. The same exclusions above are applicable for the latency SLA.

Scheduled Maintenance Scope - "Scheduled Maintenance" shall mean any regular maintenance needed on any component of the Services including, but not limited to, hardware, software or communication services provided by third parties either within RigNet's locations or remotely in the field. The Scheduled Maintenance shall be performed during a RigNet standard maintenance window and will be communicated to the affected Customer highlighting the following:

- Ticket Number
- Customer/Sites Affected
- Type of Maintenance being performed
- Maintenance Window Time

The Customer shall be notified a minimum of 2 weeks in advance of any Scheduled Maintenance. Initial Scheduled Maintenance notification or alterations to the scheduled maintenance will be provided to Customer's designated point of contact by the method elected by RigNet (telephone, email, fax or pager).

Unscheduled (Emergency) Maintenance Scope - Emergency Maintenance is generally outside of RigNet's control and is oftentimes due to a major incident requiring an immediate change or adjustment to resolve the issue. These are sometimes vendor driven. Notification may not be possible in cases of emergency, but notice may be provided as soon as the Emergency Maintenance is identified. Service Level Availability is measured based on Services downtime or when the Service is not available to transmit and receive communications.

**Outage Response Times**

Response time is defined as amount of time in which RigNet acknowledges the outage to the Service; it does not mean the actual time to resolve the outage to the Service. If the Customer is reporting or experiencing a major problem (e.g., network outage), RigNet will begin troubleshooting and give Customer a response back within 1 hour. The response will include an acknowledgement of the incident, assigned trouble ticket number, general overview of the outage and contact information for the incident.

### **Service Level Credits**

Availability is measured from the time the trouble ticket is opened until Services are restored to RigNet's satisfaction. RigNet will refund the Customer for any downtime experienced in excess of the amount allotted through the 99.5% calendar month uptime guarantee. Availability and Latency SLA credits are measured monthly, but Outage Credits are calculated on a calendar quarterly basis. The table below indicates credits as calculated by availability.

### **Availability SLA Matrix**

<b>Service Availability (%)</b>	<b>Credit (% Service MRC)</b>
99.5% or better	0.00 %
Between 99.5% - 97%	2.00 %
Between 97% - 95%	3.00 %
Between 95% - 93%	4.00 %
Between 93% - 90%	5.00 %
Less than 90%	8.00 %

The Credit is a percentage of Monthly Recurring Charges for Services provided as defined above which will be credited on the next Customer invoice following the calculation of the credit. The credit in the table above is based on total loss of communication (unavailable service).

### **Chronic Failure**

If the communication service to any service site is less than 90% of uptime (as calculated above) for any 3 consecutive months, which level of service, after notice from Customer remains less than 90% of uptime for an additional 30 days (the cure period), then Customer may terminate the Services to such affected service site on 30 days' written notice to RigNet. This remedy must be exercised by Customer within 60 days of the end of the month that triggers this termination right, and if not exercised within such 60-day period, will be deemed waived.

### **Points of Contact**

**SERVICE OUTAGE REPORTING ISSUES SHOULD BE REPORTED BY EMAIL:** [customer@rig.net](mailto:customer@rig.net)

**Or visit <http://www.rig.net/technical-support/> for the most up to date local support phone numbers.**

**EXHIBIT B**  
**ACCEPTABLE USE POLICY**

This Acceptable Use Policy (“Policy”) specifies the actions prohibited by RigNet, Inc. (“RigNet”) to users of RigNet’s various services, software and products, including the RigNet Internet Protocol Network (“Network”) and RigNet-provided equipment, whether by purchase, lease or otherwise (“Equipment”). RigNet reserves the right to modify the Policy at any time, effective when distributing the modified Policy to its customers.

**Acceptable Use of Network**

The Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Further examples of impermissible uses include, without limitation, the following:

- I. Obtaining services or software without the intention of paying incurred charges.
- II. Using the Network, its software or services to further criminal activity.
- III. Using the Network, its services or software to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to communicate with 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.
- IV. Sending data, images and programs that are libelous, defamatory, obscene, or pornographic.
- V. Using the Network, its services or software in a manner that interferes unreasonably with the use of the Network, its services or software by one or more other customers.
- VI. Violating certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups; and
- VII. Using the Network, its services or software to gain or attempt to gain unauthorized access to any systems, networks or data ("hacking").

RigNet reserves the right to terminate a customer’s use of the Network immediately if an unauthorized or illegal use is reasonably evident, in RigNet’s sole discretion.

**System and Network Security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. RigNet will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- I. Allowing unauthorized third-parties to utilize the Network;
- II. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- III. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
- IV. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- V. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- VI. Engaging in any activity which threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to “denial of service” attacks, web page defacement, hacking, port and network scanning, “phishing” or the fraudulent use of email messages that appear to come from legitimate businesses for the purpose of identity theft, unauthorized system penetrations or distributing bugs, viruses, worms, Trojan Horses or such other harmful elements;
- VII. Engaging in any of the foregoing activities by using the service of another provider, by channeling such activities through any of RigNet’s IP addresses as a mail drop for responses or otherwise by using the services

of another provider for the purpose of facilitating any of the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Services; or

- VIII. Reselling any RigNet services or software to any third parties without prior express written consent from RigNet.

### **Email**

Sending unsolicited mail messages, including, without limitation, commercial advertising is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

### **Usenet**

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

### **Acceptable Use of Equipment**

Customers shall not use Equipment in an illegal, abusive or fraudulent manner, including but not limited to the following:

- I. Tampering with or altering Equipment except as specifically agreed to between the customer and RigNet.
- II. Obtaining or attempting to obtain permission to use Equipment by providing false or misleading information.
- III. Obtaining Equipment without having the intent to pay charges incurred.
- IV. Intentionally interfering with or causing disruption in the provision of Equipment to other customers.
- V. Using Equipment to further criminal activity.
- VI. Using 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.
- VII. Using Equipment in a manner that interferes unreasonably with the use of Equipment by one or more other customers.

Customer will not use the Equipment for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Equipment may be used, including licensing requirements. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws to ensure that the Equipment is not exported or otherwise transferred in violation of such laws and to obtain any required export or import licenses or authorities.

Customer shall be responsible for and indemnify and hold RigNet harmless from any damages due to Improper Illumination as defined in these Terms and Conditions. If RigNet detects or is informed of any Improper Illumination of any service, RigNet will immediately notify Customer. Customer will take immediate corrective action to stop the Improper Illumination. As soon as it is capable, RigNet will temporarily suspend, with no liability to Customer, any affected services should Customer be unable to rectify the Improper Illumination within 4 minutes from notification of the Improper Illumination. Such affected services will be suspended until Customer demonstrates to RigNet's satisfaction that the Improper Illumination has been rectified. Customer will be charged and will pay any amount that RigNet is required to pay to its suppliers or other communications providers due to the Improper Illumination attributable to the improper use of the services by Customer resulting from Customer's non-compliance with RigNet's written instructions. RigNet will timely inform Customer in writing of any liability that RigNet incurs as a result of such Improper Illumination. It is Customer's responsibility to provide RigNet with a telephone number(s) at which RigNet may contact Customer 24 hours a day, 365/366 days a year. In addition, RigNet has the right, in its sole discretion, to take immediate action, including but not limited to suspending or terminating any affected service(s) in order to protect RigNet's services and/or interests.

### **Intellectual Property**

Customers must respect the intellectual property rights of RigNet, our vendors, third-party providers, and any other owner of intellectual property whose protected property may appear through the use of the Network, Equipment, or any other software or service provided in connection with an agreement with RigNet. Except for material in the public domain, all material displayed in association with the Network or Equipment is copyrighted or trademarked and may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

A REPEAT OR REPEATED INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND A REPEAT OR REPEATED ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF CUSTOMER OR CUSTOMER'S END-USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY CUSTOMER OR END-USER IF CUSTOMER HAS RECEIVED PRIOR NOTICE FROM RIGNET OF A PRIOR VIOLATION OF THE SAME OR SIMILAR NATURE.

Complaints regarding Illegal Use or System or Network Security issues should be sent to [abuse@rig.net](mailto:abuse@rig.net). Complaints regarding email, Usenet and SPAM abuse should be sent to [abuse@rig.net](mailto:abuse@rig.net).

**For live incidents, please contact RigNet at (for International calls to +1 281 674 0130 or for US Domestic calls to 1-888 974 4638). Or visit <http://www.rig.net/technical-support/> for the most up to date local support phone numbers.**

**EXHIBIT C**  
**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 these Terms and Conditions, 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 these Terms and Conditions, 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 these Terms and Conditions, 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.