

## MARLINK AIRTIME SERVICES TERMS AND CONDITIONS

**MARLINK, INC. (hereinafter called Marlink)**  
**1101 Wootton Parkway**  
**Rockville, Maryland 20852, USA**

**These Terms and Conditions apply to the Registration Form: Marlink Airtime Services and, together with the Registration Form: Airtime Services as fully executed by the Parties, constitute the Agreement between the Parties.**

## 1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

**“AAIC”**

means the accounting authority identification code to be specified on the *Registration Form: Airtime Services*, Attachment 1a.

**“Accounting Authority”**

means a billing entity that is recognized by ITU and authorized by respective governmental authorities.

**“Airtime Services”**

means the use of Space Segment via Preferred Suppliers' gateway services and related terrestrial carrier network services for termination, provided by Marlink to the Customer. This definition encompasses Marlink Services and vice-versa.

**“Agreement”**

means:

- (i) the *Registration Form: Airtime Services* signed by the Customer and Marlink; and
- (ii) the Terms and Conditions.

**“Customer”**

means the legal entity ordering Airtime Services from Marlink as specified in the *Registration Form: Airtime Services*, including all employees, agents, or representatives acting on behalf of or at the direction of the Customer.

**“Customer Equipment”**

means devices or apparatus, including but not limited to computers, modems, routers and servers and associated wiring that are provided or used by a Customer and connected to or used in conjunction with any of the Marlink Services.

**“Direct Billing”**

means that Marlink will bill the Customer directly - not via an Accounting Authority - for the Airtime Services routed via Preferred Supplier, with regard to all Vessels that are ticked off as “Yes” in the column “Direct Billing” in the *Registration Form: Airtime Services*, Attachment 1 a.

**“Earth Segment”**

means that portion of a telecommunications link provided (1) from the point of receipt of a Customer's circuits at a Teleport up to and including the transmission of those circuits to a satellite and (2) from the point of receipt of downlink carriers containing the Customer's circuits at a Teleport terminal up to and including the delivery of those circuits to the Customer via common carrier(s) or direct Customer interface with the Teleport.

**“Effective Date”**

means the date that both Parties have signed the *Registration Form: Airtime Services*.

**“Fixed Satellite Services”**

means the subscription-based semi-fixed or fixed broadband services using variable bandwidth, refer the *Registration Form: Airtime Services*.

**“Inmarsat”**

means Inmarsat Ltd, a company, that operates a satellite system providing Space Segment.

**“IP Services”**

means any Marlink Service, including, but not limited to BGAN, that uses the Internet Protocol for transmitting and/or receiving data and/or voice communications.

**“Iridium”**

means Iridium Satellite, LLC, a company that operates a satellite and ground system providing Space Segment and Earth Segment.

**“ITU”**

means International Telecommunication Union.

**“ITU Rules”**

means the Radio Regulations of the ITU.

**“Marlink”**

means Marlink, Inc.

**“Marlink Service(s)”** means the use of Earth Segment and/or Space Segment service for the transmission of Customer

telecommunications to and from Terminals via satellite. This includes, but is not limited to, Airtime Services, IP Services and all Ku-band, C-band, and L-band services offered for sale by Marlink.

**“Minimum Period”**

means the minimum period of duration of the Agreement as described in Clause 11.

**“Mobile Earth Station (MES)”**

means the Terminal which conforms to the criteria and performance standards approved by the Space Segment supplier and/ or Preferred Supplier for the Marlink Services and which has been type-approved and commissioned by the Space Segment supplier.

**“Party”**

means Marlink or the Customer, individually, and

**“Parties”**

means Marlink and the Customer.

**“Preferred Supplier”**

means a supplier that provides telecommunication services to Marlink, including but not limited to: Vizada (see terms and conditions at [www.vizada.com](http://www.vizada.com)), Inmarsat, Iridium and Thuraya.

**“Registration Form: Airtime Services”**

means the form the Customer fills in, signs and submits to order Airtime Services from Marlink, Attachment 1 a.

**“Space Segment”**

means that portion of a telecommunications link that consists of the receipt and amplification of an uplink carrier from a Terminal or Teleport and its retransmission in a downlink beam. Space Segment service must be combined with Earth Segment services at the receive/transmit point.

**“Teleport”**

means ground segment service facilities owned by Vizada, Inmarsat, Iridium, Thuraya, or other entity for positioning of earth station and switching facilities.

**“Terminal”**

means a portable, semi-portable, or fixed transmitting and receiving unit used in conjunction with Marlink Services by a Customer from a vessel or from such other locations approved by the appropriate Preferred Supplier.

**“Terms and Conditions”**

means Marlink's Airtime Services Terms and Conditions.

**“Thuraya”**

means a company that operates a satellite and ground system providing Space Segment and Earth Segment.

**“Vessel”**

means the Customer-designated ship/vessel specified in the *Registration Form: Airtime Services*.

**“Vizada”**

Means Vizada AS, Norway, Vizada SA France and Vizada Inc in the USA.

Words in the singular include the plural and vice versa.

## 2. SCOPE OF SERVICE

- 2.1 Marlink will provide Marlink Services to the Customer on the terms and conditions of the Agreement.
- 2.2 Marlink will supply Marlink Services to the Customer using networks of various Preferred Suppliers. The networks vary with regard to technology, the MES and/or Customer Equipment to be used and application possibilities. Marlink Services can only be used in relation to the network of the Preferred Supplier.
- 2.3 The Marlink Service is delivered as telecommunication and the data is transported in a manner over which Marlink has no control, refer to Clause 8. The Customer therefore acknowledges and accepts that his data might be received by another party and/or that the quality of the Marlink Service may vary throughout the Preferred Supplier's network.
- 2.4 Service is generally available to the MES equipped for Marlink Service when within the satellite footprint. If a telephone number is assigned to a MES, such number may not be used on more than one MES. Customer has no property right in such number and Marlink reserves the right to assign, designate, or change such number, when,

**CONFIDENTIAL**

**Airtime Services**

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in its sole discretion such action is necessary in the conduct of its business. Marlink shall not be liable for any damage that may occur to Customer as a result of such action.

### 3. RELATIONSHIP OF MARLINK AND THE CUSTOMER

3.1 Nothing herein shall create or constitute a joint venture, partnership, employment relationship or franchise between Marlink and the Customer.

### 4. MARLINK'S RESPONSIBILITIES AND RIGHTS

4.1 Marlink's responsibilities under this Agreement shall be as follows:

- 4.1.2 Marlink will give the Customer access to the network of the Preferred Supplier as indicated in the Registration Form: Airtime Services through valid access codes as defined in the ITU Rules, unless Terminals are mandatory barred by Inmarsat or discretionary barred by Marlink due to, amongst other things, not having received settlement of previous invoices.
- 4.1.2 Marlink will inform the Customer of changes of and new features relating to Marlink Services in order for both Parties to benefit from these changes and/or new features as soon as possible.
- 4.1.3 Marlink will, if it detects fraud, inform the Customer and, if possible, take steps to reject the fraud.
- 4.1.4 Marlink shall bear no responsibility or liability whatsoever for the acts, omissions, or negligence of the Customer.

4.2 Marlink's rights under this Agreement shall be as follows:

- 4.2.1 In event of any breach of the Customer's responsibilities in Clause 5 below, Marlink shall have the right to terminate the Agreement immediately and discontinue the provision of Marlink Services to the Customer.
- 4.2.2 Marlink shall have the right to payment in accordance with Clause 6.
- 4.2.3 Marlink reserves the right to require a deposit/guarantee/letter of credit, as described in Clause 6.1.4.
- 4.2.4 Marlink reserves the right to modify the Marlink Terms and Conditions anytime, provided, however, Marlink's right to change the rates and fees shall be in accordance with Clause 6.1.2. hereof.

### 5. THE CUSTOMER'S RESPONSIBILITIES AND RIGHTS

5.1 The Customer's responsibilities under this Agreement shall be as follows:

- 5.1.1 The Customer will use all reasonable efforts to start using Airtime Services from Preferred Supplier within thirty (30) calendar days of signing of the Agreement, refer Clause 11. Customer shall communicate the contents of the Agreement and how to benefit from it, to all its Vessels and users of Mobile Earth Stations as listed in the Registration Form: Airtime Services. The Customer shall allow Marlink to inform the Vessels and users of Mobile Earth Stations under this Agreement of agreed rates and fees and how to benefit from them.
- 5.1.2 The Customer shall fill in the list of all the Vessels and Mobile Earth Stations in the Registration Form: Airtime Services, Attachment 1 a. The list shall include the Vessel's call signs, AAICs, Inmarsat ID's and "Yes"/"No" to Direct Billing. If and when changes to this list occur, the Customer shall immediately notify Marlink thereof, specifying the changes regarding Vessels and Mobile Earth Stations. Such notification shall, if accepted by Marlink, become an integral part of the Agreement.
- 5.1.3 The Customer shall ensure that Vessels to be invoiced as Direct Billing do not report Marlink Services to an Accounting Authority.
- 5.1.4 The Customer shall comply with the Agreement and with all applicable laws, rules and regulations governing its activities. It shall be the sole responsibility of the Customer to secure and maintain all governmental licenses, permits and approvals required in connection

with the installation, operation, and/or use of the Customer's Mobile Earth Stations in any jurisdiction. It shall also be the responsibility of the Customer to install and maintain all Mobile Earth Stations such that they continue to meet the system requirements of both Marlink, the Preferred Supplier, and the equipment manufacturer, as applicable.

- 5.1.5 The Customer assumes all responsibility whatsoever for the acts or negligence of itself and its Vessels and users of Mobile Earth Stations and Customer Equipment.
- 5.1.6 If the Customer detects fraud, the Customer is obliged to take possible steps to reject the fraud and to notify Marlink in writing immediately, but in any case no later than thirty (30) calendar days after the invoice date.
- 5.1.7 The Customer shall pay Marlink for the Marlink Services in accordance with the provisions set forth in Clause 6.
- 5.1.8 The Customer shall notify Marlink immediately in writing of the disposal of any Vessel, including but not limited to any sale, theft, loss or constructive total loss. The Customer is responsible for payment of all communications charges incurred by the Vessel from the moment the Vessel has been disposed and until five (5) working days after Marlink has been notified in writing of the disposal, unless the Customer has provided Marlink notice of such disposal ten (10) working days in advance of the date of disposal.
- 5.2 Use of IP Services
- 5.2.1 The Customer is solely responsible for obtaining, installing, configuring and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access Marlink Services, and to operate Customer Equipment.
- 5.2.2 Data Management and responsibility:  
The Customer is responsible for management of Customer's information, including but not limited to back-up and restoration of data (for example, address book and calendaring information), erasing data from disk space Customer controls and changing data on, or settings for, Customer Equipment. Marlink is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data regardless of whether this data is maintained on Marlink's servers or on the Customer Equipment.
- 5.2.3 The Customer is responsible for development and maintenance of any security procedures Customer deems appropriate, such as logon security and encryption of data, User ID, alias, and password on Customer Equipment. Marlink is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. Marlink strongly recommends the use (and appropriate updating) of commercial anti-virus, firewall, and anti-spy software, as well as the sure of anti-spam email software and frequent patching of any general use software.
- 5.2.4 To enable the provision of Marlink Services, Marlink may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and Marlink must ensure the most efficient use of each address. Accordingly, Customer agrees to the following :  
A ) Marlink's assignment of a static IP address to a Customer does not create any property rights in the Customer to that particular IP address.  
B ) Marlink reserves the right , at any time, to request that a Customer provide justification, to Marlink's satisfaction, as to why Customer requires a static IP address assignment.  
C ) Marlink reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. Marlink shall

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- not be liable for any damage that may occur to Customer or Customer Equipment as a result of such action.
- 5.2.5. Limitations of Voice over Internet Protocol (VoIP) Emergency Services. This section only applies to Marlink customers physically located in the United States and using Marlink services provided via Vizada's Southbury, Connecticut, or Santa Paula, California Teleports.
- 5.2.6 Marlink's VoIP emergency services may not be available or may be limited in comparison to traditional E911 service. Customer agrees to the following:
- A) VoIP EMERGENCY SERVICES WILL NOT OPERATE DURING A POWER OUTAGE. Once power is restored, the Customer may be required to reset or reconfigure its equipment before the VoIP service can be used to contact 911 emergency services.
  - B) VoIP EMERGENCY SERVICES WILL NOT OPERATE IF THE CUSTOMER'S INTERNET CONNECTION IS DISRUPTED OR IF THE CUSTOMER'S VoIP SERVICE HAS BEEN SUSPENDED FOR ANY REASON
  - C) VoIP EMERGENCY SERVICES MAY BE DELAYED OR DROPPED DUE TO CONGESTION ON THE INTERNET.
- 5.3. The Customer's rights under this Agreement shall be as follows:
- 5.3.1 The Customer shall have the right to receive Marlink Service according to the terms and conditions under this Agreement.

### 6. INVOICES AND PAYMENT

- 6.1 Rates and fees
- 6.1.2 All rates and fees set forth in the Registration Form: Airtime Services and in its Attachment 2 are exclusive of value added tax, and other taxes and duties. If any taxes are applicable, Marlink shall add the relevant tax amount to the Customer's invoice.
- 6.1.2 Marlink may change the rates and fees set forth in the Registration Form: Airtime Services upon thirty (30) calendar days prior written notice to the Customer.
- 6.1.3 Any banking fees must be settled by the Customer.
- 6.1.4 Marlink reserves the right to require the Customer to make an advance payment of one month's estimated rates and fees, and/or a deposit to be held by Marlink as a guarantee of the payment of rates and fees due hereunder. In addition to an advance payment and/or deposit, Marlink may require the Customer to provide a third party guarantee, bank guarantee, letter of credit, or credit facility, in such amount as it deems necessary to provide adequate assurance of payment and in such form as it may specify. The Customer shall bear the expense of all costs to establish and maintain any bank guarantee or letter of credit required hereunder.
- 6.1.5 For the avoidance of doubt, it is the Customer's sole responsibility to ensure that all Mobile Earth Stations, Customer Equipment, other equipment, computers, and/or networks are properly configured for the service that Customer intends to utilize. Marlink shall not under any circumstances abate or refund charges arising from the fact that, or on the basis of Customer claims that, Mobile Earth Stations, Customer Equipment, other equipment, computers, and/or networks were not properly configured at the time charges were accrued.
- 6.1.6 Customer agrees that all data call attempts regardless of ultimate successful transmission and termination, will be paid for and no credits will be given in case of dispute of this nature.
- 6.2 Invoices and payments
- 6.2.1 Marlink shall invoice the Customer, on a monthly basis, all rates and fees due under this Agreement. Unless otherwise requested by the Customer, the invoice shall identify the amount due as a single total. The Customer shall have access to the detailed breakdown of charges

via Marlink's on-line service (MARLINK ON LINE). The Customer may subscribe to receive a breakdown of charges as attachment to the invoice, by filling in "YES" under "Invoice details required" in the Registration Form: Airtime Services. Marlink shall charge the Customer the Rates stated in the Registration Form: Airtime Services per invoice for such invoice attachment (the "Invoice Attachment Fee").

- 6.2.2 The Customer may choose payment via an Accounting Authority or Direct Billing.
- 6.2.3 The Customer shall pay all invoices within thirty (30) calendar days from the date of the invoice. Payments shall contain a reference to the relevant invoice. Payments received by Marlink without the specified reference will be applied to the earliest outstanding amounts due under the Registration Form: Airtime Services. The Customer shall pay all rates specified in the Registration Form: Airtime Services to the bank account listed on the Customer's invoice.
- 6.2.4 The Customer shall be liable for payment of interest on any overdue outstanding balances at the rate of 1% per month.
- 6.2.5 Even if an invoice is disputed, the Customer must pay the invoice within the due date and must notify Marlink in writing of the dispute, together with the legal basis for such dispute, within thirty (30) calendar days after the invoice due date. Any claims received by Marlink later than thirty (30) calendar days after the invoice due date may be rejected by Marlink. Marlink will respond to the Customer within thirty (30) calendar days from receipt of the written notice of dispute, advising on the action being taken to resolve the dispute. Failure by Marlink to respond within thirty (30) calendar days from receipt shall not be a breach of Marlink's responsibilities under the Agreement.
- 6.3 If Marlink accepts the claim from the Customer, Marlink shall issue a credit note to the Customer within sixty (60) calendar days from acceptance of the claim.

### 7. FORCE MAJEURE

- 7.1 Except for the Customer's obligations under Clause 6, neither Party will be liable to the other if it is unable to perform any obligation specified in the Agreement because of a matter beyond its reasonable control (a "Force Majeure Event") including, but not limited to:
- Acts of God (for example, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions), peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or by law), martial law, fire, explosion, power shortage, strike or other labour difficulty (whether or not involving Marlink employees), epidemic, quarantine, radiation or radioactive contamination; and
  - Action or inaction of any government or other competent authority (including any court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order
  - Any form of static interference, maintenance of the communication network of the Preferred Supplier, failure of and discontinuation of the communication network by the Preferred Supplier.
- 7.2 The Party unable to perform its obligation under the Agreement as the result of a Force Majeure Event shall promptly notify the other Party thereof and shall use all commercially reasonable efforts to avoid or remove such cause of non-performance. In the event that a Force Majeure Event continues for a period of at least thirty (30) consecutive calendar days, either Party shall have the right to terminate the Agreement.

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7.3 Notwithstanding the foregoing, a Party may not assert the occurrence of a Force Majeure Event in any instance in which, prior to the execution of the Registration Form: Airtime Services:

- (i) the Party knew of the occurrence or potential occurrence of such event, and
- (ii) the Party failed to notify the other Party of such occurrence or potential occurrence.

For purposes of this Clause 7, the Parties acknowledge an existing potential for an act of terrorism but further acknowledge and agree that an actual occurrence of an act of terrorism shall not preclude the assertion of a Force Majeure Event hereunder.

## 8. LIMITATION OF LIABILITY AND INDEMNIFICATION

### 8.1 Customer:

If this Agreement is entered into on behalf of the owner of the Vessel by an Agent (other than the employee or director of the Vessel owner), the Vessel owner and the Agent shall be jointly and severally liable for payments or deposits provided for in Clauses 2,5 and 6.

### 8.2 Marlink:

I Marlink shall not be liable to the Customer or any third party for any loss or damage sustained by reason of any act or omission of the Customer. The Customer shall indemnify and save Marlink harmless from all such liability, and shall protect and defend Marlink against any claims, action, damage, or expense alleging such liability, and shall pay all expenses and satisfy all judgments, which may be incurred by or rendered against Marlink in connection therewith.

II Marlink shall not be liable to the Customer for any direct damages incurred by the Customer in connection with, or arising out of Marlink's provision of Services under this Agreement except to the extent that such damages are the direct result of Marlink's gross negligence or wilful misconduct in the performance of its obligations hereunder. The liability will be limited to the sum of the yearly total contract price.

III In no event shall Marlink be liable to the Customer or any third party for any indirect, special, punitive, incidental, or consequential damages or loss (including loss of revenue, profits, goodwill, or anticipated savings) arising out of or under this Agreement, whether under contract, warranty, or tort, nor for any damages to data, information or other content transmitted in the course of execution and performance under this Agreement.

IV Marlink shall not be responsible for malfunctions or interruptions in the supply of the Services to be provided under this Agreement to the extent that any such malfunction or interruption is caused by

- (i) the actions of the Customer,
- (ii) the actions of a third party, or
- (iii) the occurrence of a Force Majeure Event.

8.3 The provision of Marlink Service is dependent upon the availability of the telecommunication network of the Preferred Supplier, over which Marlink has no control. Therefore, Marlink shall not be liable for any damages resulting from limitations of the telecommunication network of the Preferred Supplier or any other unavailability, delay, outage, interruption, disruption, degradation, failure or break down of this network nor for any damages resulting from the incorrect or disturbed transfer of data through the telecommunication network.

8.4 Marlink shall not be liable for any charges due to incorrect settings of communication devices, as described at clause 6.1.5.

## 9. CONFIDENTIALITY

9.1 Any information received by either Party in connection with this Agreement shall be treated as confidential for a period of five (5) years. Neither Party may, unless previously approved in writing by the other Party, issue press releases, announce or make any advertisements regarding the content of this Agreement.

## 10. PUBLICITY

10.1 Neither Party shall release any publicity or advertising material for the promotion of its own service which contains any reference to the other Party without the prior written consent of such Party except as required by law or the requirements of any relevant stock exchange. Such consent will not be unreasonably withheld.

## 11. COMMENCEMENT AND DURATION OF SERVICE

11.1 This Agreement shall come into force on the Effective Date and shall continue for a Minimum Period of twelve (12) months and continue thereafter for an indefinite period of time unless and until it is terminated pursuant to the provisions of Clause 12, "Termination."

## 12. TERMINATION

12.1 In the event that a Vessel is disposed of in whatever way, the Agreement shall be considered terminated with regard to the disposed Vessel as from the date of disposal of the Vessel, provided, however, Customer shall notify Marlink in writing ten (10) working days prior to any disposal of a Vessel. If Customer fails timely to notify Marlink of the sale, Marlink shall be entitled to charge the Customer for all Marlink Services incurred by such Vessel through the date that is five (5) working days after Marlink has received notification in writing of the disposal. In all events, the Customer shall inform Marlink in writing of the disposal of the Vessel as soon as possible.

### 12.2 Termination for Convenience

Either Party may terminate the Agreement after the Minimum Period by providing the other Party with written notice no less than thirty (30) calendar days prior to the effective date of such termination, however BGAN service cannot under any circumstances be cancelled within the first 12 months.

### 12.3 Termination for Cause

In addition to its rights to terminate the Agreement pursuant to the provisions of Clause 4.2.1, Marlink shall have the right to terminate the Agreement upon thirty (30) calendar days written notice to the Customer upon the occurrence of any one of the events specified below ("Events of Default") unless the Customer shall have cured the Event of Default within the cure period (if any) as indicated. If the Customer fails to cure a default within the specific cure period, Marlink shall have the right to terminate the Agreement at any time following such period. In lieu of a termination hereunder, Marlink may at its sole discretion suspend Marlink Service for all or any of the Vessels and Mobile Earth Stations.

12.3.1 The Customer breaches any of its responsibilities under Clause 5.

12.3.2 The Customer fails to make payment of any sum due and owing to Marlink and such failure continues for a period of fourteen (14) calendar days from the date of Marlink's written notice of the failure to the Customer; or

12.3.3 The Customer has performed its responsibilities under this Agreement in a manner that, at Marlink's sole discretion, will have an adverse effect on the reputation of Marlink as a supplier of the Services; or

12.3.4 The Customer

- (i) files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files a petition or answer seeking reorganization, liquidation or similar relief for itself under any applicable statute, law or regulation, or has been appointed a trustee, receiver or liquidator for a substantial part of its properties, or
- (ii) makes a general assignment for the benefit of creditors, or
- (iii) admits in writing its inability to pay its debts generally as they become due

12.3.5 An involuntary petition is filed against the Customer seeking a reorganization, liquidation or similar relief under any applicable statute, law or regulation, and either

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- (i) such petition is not dismissed or suspended after sixty (60) calendar days (whether or not consecutive), or
  - (ii) an order for relief in respect of such petition is entered; or, if any trustee, receiver or liquidator has been appointed for the Customer and such appointment is not dismissed or suspended after sixty (60) calendar days (whether or not consecutive).
- 12.4 Termination for Force Majeure Event  
The Agreement may be terminated upon the occurrence of a Force Majeure Event in accordance with the provisions of Clause 7 above.
- 12.5 Obligations upon expiration or termination of the Agreement
- 12.5.1 Upon termination of this Agreement, Marlink shall not be obligated to provide Marlink Services hereunder. Termination of this Agreement in accordance with its terms shall not release the Parties from any liability which, at the time of termination has already accrued or which thereafter may accrue in respect of any act or omission of a Party prior to such termination, or from any obligation which is expressly stated in the Agreement to survive termination.
- 12.5.2 The Customer shall be obligated for all rates accrued as of the date of termination, or such later date in accordance with Clause 12.1, and all charges shall be due and payable within thirty (30) calendar days thereof, unless earlier due pursuant to the terms of this Agreement.
- 12.5.3 The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities, which have accrued to the other Party under the Agreement.
- 13. WAIVER**
- 13.1 A Party's waiver, expressed or implied, of any of its rights hereunder or of the other Party's failure to perform or breach of its obligations herein shall not constitute or be deemed a waiver of any other right it may have or of any other failure or breach by the other Party.
- 14. GOVERNING LAW AND DISPUTES**
- 14.1 The Agreement shall be governed and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws rules.
- 14.2 Any dispute which may arise out of the Agreement, and which cannot be settled in discussion or negotiation between the Parties within sixty (60) calendar days after the date that the dispute has arisen, shall be adjudicated in the state or federal courts of Maryland, unless the Parties agree on arbitration. The legal venue shall be the state and federal courts located in Maryland. In accordance therewith, each Party hereby submits to the personal jurisdiction of such courts for the enforcement of this Agreement.
- 14.3 Notwithstanding the prior paragraph, Marlink is entitled to initiate legal proceedings within any other jurisdiction in which proceedings may lawfully be taken against the Customer or the guarantor (if applicable), as well as within the jurisdiction in which arrest of the Vessel has been granted.
- 14.4 To the extent that the implementation, provision, use, and/or restoration of Marlink Service provided under this Agreement is regulated by the U.S. Federal Communications Commission and/or other federal and/or state regulatory agencies or international organizations, the Parties agree to comply with the rules and regulations of any such agency or international organizations.
- 15. MODIFICATIONS AND AMENDMENTS**
- 15.1 All modifications and/or amendment to the Agreement must be implemented in writing and signed by both Parties. Upon signature by both Parties, such modification shall constitute a part of this Agreement. Notwithstanding the foregoing, any

modification of charges provided by Marlink pursuant to Clause 6.1.2 shall be effective thirty (30) calendar days from the date of the written notice to the Customer and immediately constitute a part of this Agreement.

**16. ASSIGNMENT**

- 16.2 The Customer shall not have the right to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Marlink.
- 16.2 Marlink may, without Customer's consent, assign or transfer its rights or obligations under the Agreement to an affiliate, subsidiary, sister or parent company of Marlink, or to a third party together with the business comprised by the provision of Marlink Services.

**17. REPRESENTATIONS**

- 17.1 Each Party to this Agreement hereby represents and warrants to the other that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; that it has all requisite authority and approvals to enter into and perform its obligations under the Agreement; and that all requisite corporate action has been taken for the execution, delivery, and performance of the Agreement.

**18. DOCUMENT RANK**

- 18.1 Should interpretation and application of the provisions of this Agreement reveal incongruities between the Registration Form: Airtime Services on the one hand and the Terms and Conditions on the other hand, the order of precedence shall be as follows:
- (i) the Terms and Conditions; and
  - (ii) the *Registration Form: Airtime Services*.

**19. HEADINGS**

- 19.1 The headings used in the Agreement are solely for the purpose of reference and shall have no substantive meaning in construing, interpreting or applying the provisions of this Agreement.

**20. NOTIFICATIONS**

- 20.1 Any notice required to be served hereunder shall be duly served if sent in writing to either party addressed to its address as set out
- (i) for Marlink, in the Marlink Terms and Conditions, and
  - (ii) for Customer, in the *Registration Form: Airtime Services*.