



Managed Communications Services Terms

1. **Defined Terms.** Each capitalized term is defined in Exhibit A, unless clearly specified otherwise in the SOA or these Terms.
2. **Purpose and Scope.** Viasat will provide Services and/or Goods to Customer as specified in the applicable SOA.
3. **Term.** Unless otherwise specified in the SOA, upon expiration of the Initial Term, the Term shall automatically renew on a month-to-month basis (each a "**Renewal Term**"). Either Party may terminate the SOA effective at the end of the Initial Term or any Renewal Term, by giving the other Party at least 60 days' written notice prior to the end of the then applicable Term. After completion of the Initial Term, Viasat may adjust the rates for services on not less than 60 days' notice. If Customer does not agree to continue the Services at such modified rates, then Customer may terminate the Services upon 60 days' notice to Viasat.
4. **Invoices and Payments.**
 - 4.1. Charges for Services accrue from the Service Commencement Date. Viasat shall invoice monthly, and Customer shall pay within 30 days of the date of invoice.
 - 4.2. All prices are FCA Viasat's designated facility or shipping point, in accordance with the Incoterms 2020 rules.
 - 4.3. 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 Viasat for Viasat'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. Viasat may, with 10 days' notice to cure, but without waiving any rights or electing remedies under the SOA, suspend or terminate any Service or delivery to Customer in the event of nonpayment of any amount due. Viasat may apply any deposit or payment to any amount due from Customer.
 - 4.4. Customer shall provide written notice to Viasat of any dispute of billed charges according to the notice provisions of the applicable SOA. If Customer fails to provide such written notice within 60 days of the disputed invoice date, Customer waives its right to dispute the charges and to participate in any legal action relating to such dispute. Amounts due to Viasat under the SOA may not be withheld or offset by Customer for any reason against amounts alleged to be due to Customer from Viasat. Customer shall pay to Viasat any amounts due under the SOA that have accrued prior to and remain unpaid as of the date of termination or expiration of such SOA.
5. **Taxes, Charges and Fees.**
 - 5.1. Charges for Services and Goods exclude all taxes and other charges required or permitted to be collected by Viasat. Customer shall pay all applicable federal, state, provincial, local, and other taxes, regulatory fees, duties, tariffs, 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.
 - 5.2. Any taxes and charges will be separately itemized on the invoice, collected by Viasat, and timely remitted to the appropriate taxing or other governmental authority. If a governmental authority assesses additional taxes or charges which were not billed and collected on the original invoice, Viasat may seek reimbursement of the actual taxes, penalties and interest from Customer. Viasat shall indemnify, defend and hold Customer free and harmless from all claims, costs, suits or liabilities (including attorneys' fees and court costs) arising out of or related to Viasat's failure to timely remit taxes and other charges to the appropriate governmental authority.

- 5.3. At Customer's sole option, Customer may, in lieu of remitting to Viasat 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.
- 5.4. All payments are to be made to Viasat 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 Viasat 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 Viasat, then Customer will gross up the amount of the payment such that the net amount to be received by Viasat from Customer will equal the amount Viasat would have received if no such tax or fee applied.
- 5.5. If a change in the tax laws or their application or interpretation has a material adverse effect on either Party, the affected Party may request in writing that the SOA be restructured to mitigate such effect, and the Parties shall negotiate in good faith for an appropriate resolution.
6. Independent Contractor Relationship. The Parties are acting in the performance of these Terms as independent contractors. Unless otherwise agreed in writing by the Parties, nothing contained in these Terms shall be deemed or construed by Viasat 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 Viasat and Customer. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.
7. Services Provided to Third Parties. Customer grants and affirms that Viasat has the right to: (a) install additional Equipment and communications features, at its own cost, onboard any Site subject to these Terms; 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, or such additional Equipment and features. Such rights shall continue for the duration of the Term (without regard to any early termination) and shall continue thereafter for the term of any third-party service arrangement at the facility. Viasat will be responsible to such facility users for the services it provides and will look solely to such facility users for payment for such services.
8. Ownership. Customer acknowledges that as between Viasat and Customer, Viasat solely owns and shall continue to solely own all Equipment, supplies, software rights and licenses, and other property used by Viasat to provide the Services, including Viasat's Intellectual Property and Viasat 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 SOA, except for any Goods purchased by Customer. Customer acknowledges that these Terms shall not create any third party's right, title or license in any Viasat Information unless explicitly stated in writing by Viasat. Customer shall execute such documents of title as Viasat may request, from time to time, evidencing Viasat's rights in and ownership of the Equipment. Customer is responsible for the security, protection and care of the Equipment upon leaving Viasat's possession and shall bear the full risk of loss or damage to the Equipment prior to its return to Viasat. If any loss or damage to the Equipment, Customer will promptly reimburse Viasat upon presentation of invoice.
9. 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 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 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 compensated for by monetary damages. Accordingly, a Party may seek injunctive relief against a breach or threatened breach of the confidentiality provisions of these Terms, in addition to any other legal remedies which may be available.

10. Service Policies and Procedures.

10.1. Customer General Obligations. In addition to its other obligations under these Terms, Customer shall at its expense: (a) transport Viasat personnel to and from any offshore Site and provide lodging and meals for Viasat personnel while offshore; (b) provide pedestals on any Site, lifting mechanisms for Equipment to be loaded on Site, and required cable penetrations, (c) supply Viasat with clean electrical power onboard the Site, a safe working area for installation and removal of Equipment, and physical space to install hardware in a suitable rack/cabinet, (d) provide such assistance as Viasat may reasonably request in connection with the installation of the Equipment, and facilitating cabling; (e) permit Viasat to have access to the Site following termination of the SOA to remove the Equipment; (f) make a reasonable number of its personnel available for training in the operation and basic troubleshooting of the Services, and perform such basic troubleshooting and maintenance in accordance with such training; and (g) keep the Equipment free and clear from liens and encumbrances in favor of persons claiming against or through Customer.

10.2. Use and Care of Equipment. Customer shall use the Equipment in accordance with (a) these Terms, (b) the SOA, (c) applicable laws, licenses and regulations, (d) manufacturer's specifications, (e) a suitable operating environment, and (f) Viasat 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 Availability guarantees, and Viasat may recover additional fees for Customer uses not contemplated under these Terms or the SOA. Provision of Services by Viasat is subject to the availability of satellite capacity and hardware.

10.3 Provision of Services by Viasat is subject to the availability of satellite capacity and hardware.

11. Location and Movement of Site(s). Upon request, Customer shall provide Viasat with accurate information regarding the location of each Site (including exact geographic coordinates). In reliance on such information, Viasat will provide the Services in compliance with applicable export controls, trade and customs laws. Customer shall ensure, including without limitation, when a Site is moved from the current location to another, that the Services remain in compliance with applicable export controls, trade and customs laws.

11.1. Customer shall use the Services only at the Site(s) stated in the SOA. Customer shall give Viasat at least 60 days prior written notice before relocating any Site, provided that in this event Viasat may adjust the Services description and the pricing effective as of the relocation date.

11.2. If a Site is moved from the current location to another, Customer's obligation to purchase Services continues for the duration of the Term.

12. Licensing.

12.1. Customer shall be responsible for obtaining all 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 Licenses. Customer shall furnish Viasat with evidence of having obtained such Customer Licenses and other authorizations and approvals within 30 days of receipt. Viasat shall not be liable for any breach, non-performance or delay in performance related to Customer's failure to obtain any Customer License.

12.2. Viasat shall be responsible for obtaining Viasat Licenses required by any jurisdiction related to Viasat's performance of the Services, however, Viasat shall not be held in breach of these Terms and/or the SOA if

Viasat is unable to obtain a Viasat License for any Site due to circumstances beyond Viasat's reasonable control. Each Party agrees to cooperate in providing the other with all information required to enable the other to obtain any required licenses, permits, and/or authorizations.

- 12.3. Upon request, Viasat will cooperate with Customer in gathering information for any Customer License. Such information will comprise a quotation of the estimated costs for a given Site, third-party professional and administrative fees for procuring the Customer License, and necessary technical information of a non-confidential nature relating to the Services. Viasat makes no representations or warranties whatsoever concerning the accuracy of such quotations as they will be from third parties not subject to Viasat's control. Customer acknowledges that Viasat is an independent contractor, and not Customer's agent, in offering this cooperation. Viasat makes no warranties or representations about third-party professionals other than as to their good reputation generally in the market. Customer agrees to provide Viasat with reasonable notice to permit Viasat to support any Customer License application, acknowledging that timeframes for processing license requests will vary from one jurisdiction to the next due to differences in legal requirements and in bureaucratic handling.

13. Purchase of Goods and Importation/Exporting of Goods and Equipment.

- 13.1. Risk of loss in Goods will transfer pursuant to Incoterms 2020 rules FCA, unless specified otherwise in the SOA. Unless otherwise agreed in the SOA, contract, or quotation for services, Customer agrees to accept partial shipments.
- 13.2. Title to Goods will transfer from Viasat to Customer upon Viasat's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, Customer will keep Goods owned by Viasat free from any liens, claims or encumbrances. Viasat warrants that title to all Goods delivered to Customer free and clear of all liens, encumbrances, security interests, or other claims.
- 13.3. All sales of Goods are final. There will be no refunds for used Goods returned to Viasat. Viasat 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 Viasat in the original packaging, in original condition, and within 30 days of delivery. If Viasat does accept a return of unused Goods, Viasat will refund to Customer 85% of the purchase price, the remaining 15% of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment.
- 13.4. Customer shall, if Viasat does not elect otherwise as set forth in the paragraph below, be responsible for all Equipment and/or Goods importation and exportation to and from the Site. In this respect, Customer shall (a) pay all applicable taxes, duties, tariffs, and fees related to the Equipment and/or Goods 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 Viasat prior to the shipment of the Equipment and/or Goods, and (d) be responsible for all required documentation for Equipment and/or Goods importation, exportation and movement.
- 13.5. Viasat may, at its option, be responsible for all Equipment and/or Goods importation and exportation. If so, Customer shall reimburse Viasat for the payment of all applicable taxes, duties, tariffs, and fees related to the Equipment and/or Goods 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.
- 13.6. If the Equipment will be 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 Viasat, upon Viasat's option, at Customer's expense. Notwithstanding any local law to the contrary, it is the intent of Customer and Viasat that the Equipment imported by Customer shall remain the sole property of Viasat.

14. Compliance with Laws and Regulations.

- 14.1. Export Controls and Sanctioned Countries.

- 14.1.1 Customer agrees 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 Equipment, Viasat Information or related technical data: (a) to any country subject to US 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 US Department of Treasury's Office of Foreign Assets Control Specially Designated National ("SDN") List. Customer must provide Viasat with timely identification of all parties that are involved in Customer's transaction or use of the Site prior to engaging in any new transactions that will make use of any Equipment and/or Services.
- 14.1.2 In addition to other rights it may have in law, equity or under these Terms, Viasat reserves the right to refuse to provide Goods, Equipment or Services and suspend or terminate the SOA or these Term in their entirety, without liability to Customer, if Viasat 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 Viasat suspends Services under this Section, the term of the SOA shall be tolled for the duration of the suspension.
- 14.1.3 If Customer causes a Site to be moved to a location where Viasat'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), Viasat's obligations with respect to such Site shall be suspended; provided however that Customer's payment obligations shall continue. Customer shall cooperate with Viasat to take such actions deemed appropriate by Viasat, including, but not limited to, disconnecting or removing Equipment, all of which shall be at the expense of Customer. Should Customer not permit Viasat 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.
- 14.1.4 Customer hereby agrees to indemnify, defend and hold harmless Viasat Group from and against all claims, demands, damages, costs, penalties and fines, including reasonable and necessary attorneys' fees incurred by Viasat, arising in connection with any alleged breach by Customer of any applicable customs, export control or sanctions regulations.
- 14.1.5 Viasat and Customer shall each comply with the applicable laws, regulations, and orders pertaining to their activities related to these Terms, 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 Viasat under these Terms are subject to the requirements of applicable US, UK and foreign laws and regulations, and to Viasat receiving any necessary governmental authorizations, licenses and approvals, and such permissions remaining available. Viasat 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 Viasat, and the highest industry and health, safety and environmental standards in connection with the performance of these Terms and the SOA.

- 14.2. 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, 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 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 USC §§ 78dd-1, et seq.), as amended; or (v) the UK Bribery Act 2010, as amended. Each Party shall defend, indemnify and hold the other Party harmless from and against 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.
15. Insurance. At a minimum, each Party shall carry and maintain in force the insurance coverages in the amounts specified in Exhibit C, and any additional insurance requirements that may be required by the SOA. Each Party's insurance shall support its indemnity and defense obligations under these Terms and the SOA.
16. Warranties and Exclusive Remedies.
- 16.1. Goods. Customer acknowledges that all Goods are manufactured by companies other than Viasat. Viasat makes no warranty, express or implied, as to the Goods. Viasat will assign to Customer any manufacturer warranty to the extent permissible. If any warranty is not assignable to Customer, Viasat will enforce, as necessary, such warranties on behalf of Customer. This repair will be Customer's sole remedy in the event of a manufacturer warranty claim and is a 'back-to-back' warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Goods to Viasat's designated premises and the transportation cost of returning the Goods following a repair from Viasat's premises to Customer's premises. If Customer requires a Viasat 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. Viasat will provide Customer a written estimate of such costs upon request. For any non-warranty required repairs, Viasat 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.
- 16.2. Any warranties as set forth in this Section 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 Viasat at the time of delivery to Customer.
- 16.3. Services.
- 16.3.1 The Services will achieve the applicable Service Availability guaranteed in the SLA.
- 16.3.2 Subject to Customer performing its obligations under the SOA, if any Equipment fails, Viasat will repair or replace the Equipment at Viasat's option and expense.
- 16.4. The Services and Equipment warranty will be voided if Customer breaches Section 10.2. If a warranty exclusion applies, the repair or replacement of the Equipment will be at Customer's expense at Viasat's then applicable labor and materials rates.
- 16.5. Disclaimers. VIASAT MAKES ONLY THOSE SERVICE AVAILABILITY GUARANTEES, IF ANY, SET FORTH IN THE SLA 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 A



PARTICULAR PURPOSE. THIS WARRANTY ALSO EXCLUDES DAMAGE TO OR LOSS OF THE EQUIPMENT CAUSED BY MEMBERS OF CUSTOMER GROUP OR A THIRD PARTY. VIASAT DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THE SOA WILL BE ERROR FREE OR WITHOUT INTERRUPTION.

17. Indemnification.

17.1. Knock-for-Knock Indemnities.

- 17.1.1 VIASAT SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS FOR BODILY INJURY OR DEATH TO ANY MEMBER OF VIASAT GROUP OR DAMAGE TO VIASAT GROUP PROPERTY OR CUSTOMER PROPERTY WITHIN VIASAT GROUP'S CARE, CUSTODY, AND CONTROL, IN EACH CASE, ARISING OUT OF OR RESULTING FROM ANY MATTER RELATING TO THE SOA.
- 17.1.2 CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS VIASAT GROUP FROM AND AGAINST ALL CLAIMS FOR BODILY INJURY OR DEATH OR DAMAGE TO PROPERTY OF ANY MEMBER OF CUSTOMER GROUP OR VIASAT PROPERTY WITHIN CUSTOMER GROUP'S CARE, CUSTODY, AND CONTROL, IN EACH CASE, ARISING OUT OF OR RESULTING FROM THE ANY MATTER RELATING TO THE SOA.
- 17.1.3 THE INDEMNITIES UNDER SECTIONS 17.1.1 AND 17.1.2 SHALL APPLY REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY TO THE EXTENT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF ANY CURRENT OR FUTURE STATUTES OR OTHER LAWS MAKE ANY OF THE INDEMNIFICATION PROVISIONS INVALID OR UNENFORCEABLE, THE AFFECTED PROVISIONS WILL BE AMENDED TO THE MINIMUM EXTENT NECESSARY TO CONFORM WITH THE REQUIREMENTS OF SUCH STATUTE OR LAW, BUT NOT OTHERWISE. IF ANY STATUTE OR LAW MODIFIES OR REDUCES THE INDEMNITY OBLIGATIONS OF ONE OF THE PARTIES, ANY CORRESPONDING INDEMNITY OBLIGATIONS OF THE OTHER PARTY WILL BE MODIFIED OR REDUCED TO THE SAME EXTENT. IF ANY OBLIGATIONS UNDER THE SOA OR THESE TERMS TO INDEMNIFY THE OTHER PARTY OR PARTY GROUP AGAINST CERTAIN CLAIMS ARE DEEMED INVALID OR UNENFORCEABLE, ANY CORRESPONDING RELEASE OF OR AGREEMENT TO HOLD THE OTHER PARTY HARMLESS FOR THE SAME CLAIMS IS LIKEWISE UNENFORCEABLE.
- 17.1.4 CUSTOMER AND VIASAT AGREE THAT THEIR RESPECTIVE INDEMNITY OBLIGATIONS IN SECTION 17.1.1 AND SECTION 17.1.2 WILL BE SUPPORTED BY LIABILITY INSURANCE FURNISHED BY EACH OF CUSTOMER AND VIASAT AS INDEMNITOR FOR THE BENEFIT OF THE OTHER PARTY AND ITS GROUP AS INDEMNITEE, IN THE TYPES AND MINIMUM DOLLAR AMOUNTS SET FORTH IN EXHIBIT C (INSURANCE REQUIREMENTS).
- 17.1.5 If Section 17.1 is subject to Louisiana law and the Louisiana Oilfield Indemnity Act (La. R.S. 9:2780, as the same may be amended), and the Marcel exception thereto, and so long as such statute and exception are in force, then the following rights and obligations shall apply. Each Party who would be the indemnified party ("Indemnatee" or "Paying Party") shall pay to the underwriter(s) of the other Party who would be the indemnifying party ("Indemnitor" or "Primary Insured") the premium required by those underwriters to extend such Primary Insured's policies of liability insurance covering bodily injury or death as required by the indemnity provisions of these Terms, by (a) naming the Paying Party (and the other members of that party's group, being either the Viasat Group or the

Customer Group, as required by the indemnity provisions of these Terms) as additional insured(s), (b) waiving subrogation against such additional insured(s), and (c) designating such insurance as primary coverage on behalf of such additional insured(s). All deductibles and self-insured retentions shall be for the account of Primary Insured with no right of subrogation or contribution from Paying Party. Such insurance protection shall be governed by Louisiana law. If a Party makes this election, the Primary Insured will immediately transmit this request to the Primary Insured's insurance broker and shall introduce the Paying Party to the Primary Insured's insurance broker and those brokers will coordinate among the Paying Party and the Primary Insured's underwriters to facilitate the Paying Party's negotiation of such coverage, premium, billing, payment, notice, and renewal arrangements with the underwriters as the Paying Party may, in its sole discretion, deem advisable. All costs and expenses of and in connection with such arrangements shall be for the account of the Paying Party, and invoices and payments in respect of such arrangements shall be exchanged directly between the Paying Party and the Primary Insured's underwriters (directly or through such underwriters' authorized broker). Each Party agrees to immediately transmit any request or election by the requesting Party regarding additional insured coverage to the receiving Party's insurance broker.

17.2. Third Parties.

17.2.1 VIASAT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF ANY MEMBER OF VIASAT GROUP IN CONNECTION WITH PERFORMANCE OF THE ACTIVITIES UNDER THE SOA.

17.2.2 CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS VIASAT GROUP FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF CUSTOMER GROUP IN CONNECTION WITH THE ACTIVITIES UNDER THE SOA.

17.2.3 IF THE INJURY OR DAMAGE TO THIRD PARTIES IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY WILL BEAR SUCH INJURY OR DAMAGE PROPORTIONALLY TO ITS GROUP'S NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, NO MEMBERS OF EITHER PARTY'S GROUP WILL BE CONSIDERED THIRD PARTIES AND, FOR PURPOSES OF THE INDEMNITY OBLIGATION IN THIS SECTION 17.2 NO PART OF THE SITE OR ANY PROPERTY OR FACILITIES THEREON WILL BE CONSIDERED AS THIRD-PARTY PROPERTY, AND NEITHER THE SITE OWNER NOR ITS PARTNERS OR AFFILIATES NOR VIASAT'S SUBCONTRACTORS WILL BE CONSIDERED THIRD PARTIES.

17.3. IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED HEREUNDER OR OF THE INDEMNITIES VOLUNTARILY ASSUMED HEREUNDER (WHICH VIASAT 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.

18. Limitation of Liability.

18.1. EXCEPT WITH REGARD TO A BREACH BY EITHER PARTY OF ITS OBLIGATIONS OF INDEMNITY SECTION 17 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”).

- 18.2. EITHER PARTY’S TOTAL RESPONSIBILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITY ARISING OUT OF OR RELATED TO THE SOA (OTHER THAN THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 17) SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES THEREUNDER OR THE DAMAGED PARTY’S ACTUAL LOSS.

19. Termination

- 19.1. Insolvency. Either Party may terminate the SOA in the event of the other Party’s (i) insolvency, (ii) filing for protection from creditors, (iii) filing a petition in bankruptcy, or (iv) assignment for the benefit of creditors. If Customer suffers any of the foregoing, on Viasat’s request, Customer shall petition any relevant court for prompt action to accept or reject this SOA and/or any outstanding SOA, and to authorize any payments due in full prior to resolution of matters affecting this SOA. If Customer fails to pay any amount to Viasat when due, Viasat 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 (such security may include a deposit of an amount determined by Viasat, which shall be applied to any amounts payable to Viasat upon termination or expiration of the SOA and shall be in addition to Viasat’s other remedies), (b) suspend Services or exercise any of the other remedies according to Section 4 (Invoices and Payments), or (c) terminate the applicable SOA according to Section 19.3 (Material Breach).
- 19.2. Convenience. Customer may terminate an SOA for convenience upon 60 days’ written notice, subject to this Section 19.2. Viasat 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, if Customer terminates the SOA before or during the Term for any reason other than those specified in Section 19.1 (Insolvency) and Section 19.3(Material Breach), Customer shall pay Viasat for (a) all outstanding charges through the date of termination plus (b) the amount due to the charges accelerated for the remainder of the Term as liquidated damages and not a penalty, plus (c) Viasat's charges for demobilization of the Service Site (at Viasat's then standard labor rates), plus (d) the costs of packaging and shipping all Viasat Equipment at the Service Site to Viasat's nearest storage facility or warehouse..
- 19.3. Material Breach. If a Viasat materially breaches and fails to cure such breach within 30 days after notice from Customer specifying each breach then Customer may terminate the SOA at the end of such notice period. If a Customer materially breaches and fails to cure such breach within 30 days after notice from Viasat (10 days for breach of any failure to pay) specifying each breach from the Customer then Viasat, at its election, may suspend or terminate any Service or delivery to Customer at the end of such notice period.
- 19.4. Other Material Breach. Viasat may terminate the applicable SOA immediately upon its reasonable belief that Customer has breached Section 14.1 (Export Controls and Sanctioned Countries) , Section 14.2.6 (Gifts and Payments), or Section 21 (Acceptable Use of Services).
- 19.5. Government Action. Viasat 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 the SOA, any Equipment, facilities, or property used by Viasat 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, Viasat will have the right, upon written notice to Customer, to terminate Services affected by the taking.

- 19.6. Without waiving any of Viasat's rights or remedies, if (a) a Site is decommissioned or demobilized, (b) operations at a Site cease, or (c) Services at a Site are terminated, expire, do not start or are discontinued, Customer shall promptly notify Viasat in writing and pay Viasat for the demobilization costs of the Equipment from the Site at Viasat's then current labor rates. Further, Customer shall allow Viasat prompt access to the Site so that Viasat may recover the Equipment or shall make reasonable effort to have the Equipment returned to Viasat's nearest facility. Any sums due under the SOA remain due, and Customer is obligated to pay the same.

20. Mobile Satellite Services.

- 20.1. This Section 20 applies only to Mobile Satellite Services ("MSS"). Notwithstanding the provisions in these Terms pertaining to Order of Precedence, if there is a conflict between the provisions of the SOA or any other document, with regards to matters pertaining to MSS this Section shall take precedence.
- 20.2. Liability for Data Usage. Customer shall be liable for payment for all voice and data charges accrued using Customer's equipment. It is Customer's sole obligation and responsibility to ensure that its equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to Customer's equipment. Customer will notify Viasat of any requirement to deactivate or suspend Services. Such permanent deactivation or suspension of Services will be effective only after Viasat's receipt of Customer's written request and Viasat's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to mcsoperations@viasat.com. There will be no pro-rata refunds for deactivation or suspension. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Viasat acknowledges receipt of Customer's written request for deactivation or suspension as well as any applicable early termination fees. Subscription fees will continue to be charged during any suspension of Services.
- 20.3. Primary Place of Use. Customer shall designate a "Primary Place of Use" for the MSS contracted from Viasat, and Customer shall be responsible for updating its Primary Place of Use with Viasat should such designation change. Primary Place of Use means the country in which the MSS will be used at any point in time. Viasat will use the Primary Place of Use in making determinations as to taxation for the Services, and Customer indemnify Viasat from any loss resulting from its failure to update Viasat on any change of its Primary Place of Use.
- 20.4. Underlying Carriers' Pricing and Procedures. Customer will follow the procedures established by the Suppliers that supply the Services and Equipment to Viasat, and such procedures will be provided to Customer upon reasonable request to Viasat. Customer acknowledges that the procedures and pricing for underlying Services may be modified from time to time by Suppliers. In such event, Viasat may, on 30 days' notice, adjust Customer's pricing to take into account any changes in pricing from its underlying carriers. Viasat will not be liable for Customer's use of the Services or equipment in a manner inconsistent with the procedures provided by Suppliers and may adjust its terms of service to align with changes or modifications of its underlying Suppliers.
- 20.5. Site Location Information Required. Customer shall provide Viasat with accurate information regarding whether the end-use is onshore or offshore, the end-user's desired application (one or more of data, voice and video), end-user identity, country of end-use with respect to the Services. Based on and in reliance on such information, Viasat will supply the Services in compliance with applicable export controls, trade and customs laws. The Service Level Agreement in Exhibit B does not apply to MSS. Section 20.64 includes the MSS SLA.
- 20.6. SLA. THE MSS ARE PROVIDED ON AN "ON-DEMAND" BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS,

NETWORK EQUIPMENT FAILURES, DISTRESS OR ANY OTHER EMERGENCY PRE-EMPTION AS REQUIRED BY VIASAT OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. VIASAT HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS' NETWORKS.

- 20.7. Account Management Tools. Viasat may provide Customer with access to certain account management tools for MSS ("Tools"). These Tools are provided to help Customers track their accounts and/or Service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND VIASAT MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, VIASAT DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE).
21. Acceptable Use of Services. Viasat requires that all customers and other users of the Services conduct themselves with respect for others. You must observe the following rules in your use of the Services:
- 21.1. Abusive Behavior. Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
- 21.2. Privacy. Do not violate the privacy rights of any person. Do not cooperate in or facilitate identity theft. Do not collect or disclose any personal information without the subject's prior consent. as any information that if compromised could permit a person to assume the identity of another person.
- 21.3. Intellectual Property. Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity
- 21.4. Hacking, Viruses, & Network Attacks. Do not access any computer or communications system without authorization, including the computers used to provide the Services. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial-of-service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Services.
- 21.5. Spam. Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam.
- 21.6. Fraud. Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 21.7. Violations of Law. Do not violate any law.
- 21.8. Consequences of Breach. Breach of this Section 21 may lead to suspension or termination of the user's account or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to breaches. Viasat reserves the right to take any other remedial action it sees fit. However, Viasat is not required to take any action against any customer or user breaching this Section 21.
- 21.9. Reporting Unacceptable Use. Viasat requests that anyone with information about a breach of this Section 21 report it via e-mail to the following address: legaldesk@viasat.com.
22. Miscellaneous.
- 22.1. Notices. Notices, reports and other communications required or permitted by the SOA 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 (a) upon receipt when delivered by hand or messenger delivery, (b) upon five business days after having been sent by certified mail – return receipt requested, or (c) upon one business day after having been sent by electronic transmission with proof of delivery, to Viasat's or

Customer's address, as the case may be as reflected in the SOA. Either Party may change its address upon notice to the other Party in accordance with this Section.

- 22.2. Counterparts. The SOA 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.
- 22.3. Entire Agreement. The SOA, these Terms and any separate nondisclosure agreement signed by the Parties (if any) 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 are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings.
- 22.4. Amendments. No SOA shall be modified, amended, altered, supplemented, or added to except by written agreement signed by the Parties. Any purchase order, service order, service ticket, purchase acknowledgment or other document by a Party that purports to modify any SOA is void and hereby rejected.
- 22.5. Order of Precedence. If there is any conflict between the provisions of the SOA or any other document, the order of precedence shall be (a) the SOA, (b) these Terms, and (c) all other documents.
- 22.6. Assignment. Neither Party may sell, assign, nor transfer the SOA without the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment, sale or transfer of any SOA shall relieve the assigning, selling or transferring Party, as applicable, of its obligations under the applicable SOA.
- 22.7. Force Majeure. Except for obligations related to the payment of money owed, the Parties shall be excused from performing under the SOA, if and for so long as such compliance is hindered or prevented by occurrences beyond its control, such as, but not limited to, riots, labor disputes, strikes, lock-outs, wars (declared or undeclared), insurrections, rebellions, terrorist 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 is rendered unable, wholly or in part, by any such occurrence to carry out its obligations under the SOA, such Party shall give notice and details of the Force Majeure event 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 caused. For Force Majeure events lasting more than 90 consecutive days, either Party shall have the right to terminate the corresponding Services affected by the Force Majeure event with no penalty or fee of any kind other than demobilization expenses.
- 22.8. Governing Law and Dispute Resolution.
- 22.8.1 For Services to be provided or performed in the United States and/or the Gulf of Mexico, these Terms and all matters arising out of or relating to the Services and/or these Terms will be governed by the substantive laws of the State of Texas, USA (unless the court determines that mandatory US federal maritime laws apply to offshore activities), but exclusive of its conflict of laws principles., Any dispute related to such Services and/or these Terms 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 OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 22.8.2 For Services to be provided or performed in any other region of the world other than the United States and/or the Gulf of Mexico, ~~above~~, these Terms and all matters arising out of or relating to the Services and/or these Terms will be governed by the substantive laws of England and Wales, exclusive of its conflict of laws principles. Any dispute related to such Services and/or these Terms 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). If 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.

- 22.9. The arbitration provisions of these Terms 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.
- 22.10. The Parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on April 11, 1980.
- 22.11. Sovereign Immunity. Each Party acknowledges that its rights and obligations hereunder are of a commercial and not a governmental nature. 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.
- 22.12. No Third-Party Beneficiaries and Contracts (Rights of Third Parties) Act 1999. Except as expressly set forth herein, these Terms are intended solely to benefit the Parties and are not intended to provide or create any right or benefit for any person or other entity that is not a party to the SOA. However, each member of the Customer Group and the Viasat Group is a beneficiary of the SOA, 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 in Section 17; save and except that no member of either the Customer Group or Viasat Group is required to approve, consent to, or execute any amendment to the SOA before such amendment will become effective. Any such amendment shall be effective when it is executed by the Parties. If any mandatory applicable law grants rights to any third party, such third party shall not be entitled to any right of notice or consent with respect to any amendment, cancellation or termination of the SOA.
- 22.13. Waiver. Any failure of either Party to enforce any of the provisions of the SOA or to require compliance with any of its terms at any time during the pendency of the SOA will in no way affect the validity of the SOA, or any part hereof, and will not be deemed a waiver of the right of such Party thereafter to enforce any and each of such provisions.
- 22.14. Severability. If any term or provision of the SOA is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these the SOA or invalidate or render unenforceable such term or provision in any other jurisdiction; provided that these the SOA, without the unenforceable provision(s), are consistent with the material economic incentives of the Parties.
- 22.15. Surviving Sections. The provisions of the SOA, which by their nature and the context in which they appear, would reasonably be expected to survive termination or expiration of the SOA, including, but not limited to, those relating to Warranty, Service Remedies, Indemnity, Limitation of Liability, Waiver of Consequential Damages, Confidentiality and Governing Law, Claims and Dispute Resolution, will survive its termination or expiration.
- 22.16. Interpretation. Should any provision of the SOA 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 shall be more strictly construed against the Party that drafted these Terms or the specific provision.
- 22.17. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action not inconsistent with the provisions of the SOA that may be reasonably necessary to perform the SOA and to effectuate the purposes and intent of the SOA.

EXHIBIT A

DEFINITIONS

The following words, when capitalized herein, shall have the meaning stated below:

“Affiliate” means for a Party any corporation, partnership, limited liability company, association, trust or other entity or organization which, directly or indirectly, controls, is controlled by, or is under common control with, such Party.

“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” means all nonpublic 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 the Disclosing Party or (b) is disclosed to the Receiving Party in connection with the SOA, including (i) all pricing, technical and commercial information related to the SOA, or (ii) the design of the Services, 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” means the party identified in the SOA as the purchaser of Services and/or Goods from Viasat.

“Customer Group” means Customer and its Affiliates and their employees, officers, directors, invitees, customers and their employees, partners, co-venturers, owners, agents and their employees, contractors (other than Viasat) and their employees, officers and directors, and subcontractors and their employees, officers and directors.

“Customer Licenses” means all licenses, permits, or authorizations and any renewals and costs thereof, required by any jurisdiction for Customer’s performance and/or use of the Services.

“Disclosing Party” means the party that discloses Confidential Information to the Receiving Party.

“Effective Date” means the date specified in the SOA as the date on which the Parties become bound under the SOA.

“Equipment” means the equipment, tools, materials and devices, including associated software (in any form, including source code and executable code), provided by Viasat and/or installed at any Site or used by Viasat to provide the Services. Equipment does not include purchased Goods, Customer provided items, or products not provided by Viasat. Viasat retains title to all Equipment.

“Goods” means the tangible property purchased by Customer from Viasat.

“Initial Term” means a period stated in the SOA and beginning on the Service Commencement Date.

“Intellectual Property” means 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.

“LEO Services” means Services provided using low Earth orbit satellites.

“Mobile Satellite Services” or “MSS” means communication services that utilize satellites to connect with mobile or portable devices, like satellite phones, in various locations, including remote areas and while in motion, MSS includes all L-band services, all Inmarsat services such as NexusWave, Fleet Xpress and BGAN, and Iridium phones.

“Parties” means Viasat and Customer.

“Party” means Viasat or Customer.

“Party Group” means the Customer Group or Viasat Group.

“Receiving Party” means the Party who receives Confidential Information from the Disclosing Party.

“Viasat” means the Viasat company identified on the SOA as the seller of Services and/or Goods to Customer.

“Viasat Information” means all Viasat Confidential Information and Viasat 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 Viasat.

“Viasat Group” means Viasat and its Affiliates and their employees, officers, directors, invitees, customers (other than Customer) and their employees, partners, co-venturers, owners, agents and their employees, contractors and their employees, officers and directors, and subcontractors and their employees, officers and directors.

“Viasat Licenses” means all licenses, permits, or authorizations required by any jurisdiction related to Viasat’s performance of the Services.

“Services” means the provision of any services by Viasat to Customer, including any Equipment, software, network arrangements, bandwidth, and other service elements described in the SOA.

“Service Commencement Date” means, with respect to each Site or Service, the earlier of: (a) the date Services are commissioned by Viasat; (b) the date any Service is used by Customer for purposes other than testing; (c) the date the Services are turned over to Customer as ready for operation and are accepted as such by Customer’s representative, or (d) if Viasat has contracted to deliver Services and Customer chooses to delay the commencement date of Services, then 60 days after Viasat 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” means the Service Level Agreement located in Exhibit B.

“Site” means the rig, platform, vessel or other Customer location where Services are to be provided.

“SOA” or “Order” means a service order agreement, statement of work, purchase order, call off order or similar document executed by the Parties describing the Services or Goods to be provided by Viasat, the price, Term (if applicable), and any applicable special provisions.

“Terms” means these general Terms and any exhibits, appendices, and annexes issued hereunder.

“Term” means the Initial Term and any Renewal Term(s) or any SOA or Order.

EXHIBIT B SERVICE LEVEL AGREEMENT

Service Availability Guarantee

Viasat provides a Service Availability guarantee on a Site-by-Site basis, ensuring Services uptime at each Site during the full calendar month in which the Services are provided, and based on data collected and reported by Viasat's customer care team.

Single Path Configuration	Multi Path Configuration	Credit (as % of MRC)
Service Availability (%)	Service Availability (%)	
99.5% or better	99.9% or better	0.00 %
Between 99.5% - 97%	Between 99.9% - 99.5%	2.00 %
Between 97% - 95%	Between 99.5% - 99.0%	3.00 %
Between 95% - 93%	Between 99.0% - 98.0%	4.00 %
Between 93% - 90%	Between 98.0% - 95.0%	5.00 %
Less than 90%	Less than 95%	8.00 %

For a Multi Path Configuration, Viasat guarantees a Service Availability of 99.9%. For a Single Path Configuration, Viasat guarantees a Service Availability of 99.5%.

Service Availability is contingent upon Customer's reasonable cooperation such as providing timely access to the Site and assisting with the installation of replacement hardware, if needed. If Customer fails or refuses to grant access or provide such assistance, the Service Availability guarantee will be suspended until cooperation is provided. For purposes of calculating Service Availability, the Service is considered unavailable only from the time that a trouble ticket is opened by Viasat's Customer Service Center to the time the ticket is closed, based on the time stamp noted on the trouble ticket.

Service Availability = (Period Hours – (Downtime Hours- Excluded Hours))/Period Hours *100

Service Availability will be measured from the managed terrestrial network (the egress point) to the satellite gateway and associated satellite space segment (the egress point).

Service Credits

If a Site's Service Availability in any month is less than the contracted Service Availability, then Viasat will issue Customer a service credit on the second invoice following the month of calculation as per the above table.

Outage Response Times

Response time refers to the period between a Customer's report of a Service outage and Viasat's acknowledgment of that report. It does not indicate the time needed to fully resolve the issue.

For major incidents reported by Customer (e.g. network outage) Viasat will begin troubleshooting and provide an initial response within one (1) hour of the report. The initial response will include:

- Confirmation and acknowledgment of the incident
- Trouble ticket number
- A high-level overview of the issue
- Contact information for the assigned support representative

Viasat will continue to provide regular updates until the issue is resolved.

Chronic Failure

If Service Availability falls below 90.0% for Single Path Configuration, or 95.0% for Multi-Path Configuration for two (2) consecutive months, and Service Availability is not restored within a thirty (30) day cure period following Customer notice ("each a "Chronic Failure"), Customer may terminate Services to the affected Site(s) upon a further thirty (30) days' written notice. This termination right must be exercised within sixty (60) days following the month that triggers the termination right. If not exercised within this period, the right is deemed waived.

Sole and Exclusive Remedy

The payment of service credits and, if applicable, termination for Chronic Failure will be Customer's sole and exclusive remedies for Viasat's failure to achieve the applicable Service Availability.

Points of Contact

SERVICE OUTAGE REPORTING ISSUES SHOULD BE REPORTED BY EMAIL TO:

GEM-customer@viasat.com or visit <https://www.viasat.com/customer-service/energy-services>

Definitions

"Downtime Hours" means the number of hours in a period when the Satellite Services are not available for any reason.

"Excluded Hours" means time of Service unavailability due to (a) Scheduled Maintenance, (b) Site moves, (c) atmospheric, electromagnetic, solar, seismic, weather, and similar conditions that prevent the Service from functioning, (d) site line to satellite or the antenna is obstructed, (e) Customer responsible outages (radio silence, loss of power, internal network change, etc.), (f) any equipment, connections or services not part of Viasat's network, or (g) force majeure events.

"MRC" means the monthly recurring charges for the Service.

"Multi-Path Configuration" means the Services use capacity from multiple or different underlying providers with a multiple antenna configuration (whether GEO or MEO satellite antenna in combination with a LEO solution or multiple LEO solutions with different LEO providers).

"Period Hours" means the number of hours in a period.

"Scheduled Maintenance" means any regular maintenance performed on any component of the Services including, but not limited to, hardware, software or communication services provided by third parties either within Viasat's locations or remotely in the field. Customer will be notified at least two (2) weeks in advance of any Scheduled Maintenance. Notifications will be sent to Customer's designated point of contact.

"Service" means the Viasat-owned and operated Internet Protocol (IP) infrastructure that includes the satellite antennas, leased capacities on satellites and terrestrial infrastructure, the Viasat Equipment at the Points of Presence (POP) and the remote sites/facilities that interconnect within and between them. Services do not include (a) the communication equipment beyond the point such equipment connects to Viasat's infrastructure, (b) any Customer provided third party communications facilities connecting the Viasat external networks, or (c) network equipment owned and operated by anyone other than Viasat.

"Single Path Configuration" means the Service use capacity from a single satellite or satellite constellation.

"Unscheduled or Emergency Maintenance" refers to unplanned maintenance activities required to address major incidents that are outside Viasat's control and demand immediate action to maintain the Services.

EXHIBIT C
INSURANCE

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 the 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 USD \$1,000,000;
- b) Commercial General Liability Insurance, with a per occurrence limit of not less than USD \$1,000,000, and a General Aggregate of not less USD \$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, 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 USD \$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 US \$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 requires Viasat 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, towage 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. To the extent of the insurable risks and liabilities specifically assumed by each Party under these Terms or the SOA, each Party's insurance (except for the Worker's Compensation) shall name the other Party, its affiliated companies, its servants, agents, and employees as additional insureds.

To the extent of the liabilities specifically assumed by each Party under these Terms, each Party's insurance shall contain a waiver of subrogation in favor of the other Party and the members of its Group. Each Party's insurance policy shall be considered primary to the extent of the liabilities specifically assumed by that Party under these Terms. 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 Viasat no less than 30 days' prior written notice of such change or cancellation. If not already delivered, then prior to the commencement of operations under these Terms, each Party shall deliver to the other Party a certificate of insurance, evidencing that the above required coverages.

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, one or more of Customer's Inland Marine (or other Property policy or self-insurance – with Viasat's written consent) shall include coverage for the full replacement value of Viasat's Equipment. The Viasat 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.