



OceanWeb Ltd Standard Terms & Conditions

1 INTERPRETATION

In these Standard Terms & Conditions, the following expressions shall have the following meanings:

"The Company" means OceanWeb Ltd of The Old Sunday School, Victoria Square, Port Erin, Isle of Man IM9 6AQ;

"The Goods" means the goods agreed to be supplied to the Client;

"Services" means the services agreed to be supplied to the Client;

"The Contract" means the contract or agreement which the company enters into with the client to provide goods and services and shall encompass the provisions set out in these standard terms and conditions;

"The Client" means the Customer, the Manager, the Yacht, the Yacht Owning Company, the Beneficial Owner or the Person purporting to be authorised to buy The Company's Services or who accepts a quotation from the Company for the sale or provision of Goods or Services or whose order for the Goods or Services is accepted by the Company.

New Terms & Conditions supersede all old Terms & Conditions

2 BASIS OF THE SALE

(a) The Company shall sell and the Client shall purchase the Goods and/or Services in accordance with any written quotation, contract or agreement of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Client;

(b) No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Client and the Company;

(c) No instructions which have been accepted by the Company, whether incorporated into a written agreement or not, may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss, costs, charges and expenses incurred by the Company as a result of cancellation.

(d) By giving such instructions, the Client will be deemed to have constructive knowledge of these Terms & Conditions.

3 PRICES

(a) The price of the Goods or Services shall be the Company's contractual price in the Agreement or, where no price has been quoted (or a quoted price is no longer valid) the price payable shall be the Company's price applicable at the date of supply. All prices quoted are, unless otherwise stated, valid for 30 days only at which time they may be altered by the Company without notice.

(b) Contract prices are exclusive of VAT which shall be payable by the Client.

(c) Contract prices are based on information provided by the Client and upon the assumption that the Goods and/or Services can be provided without amendment, interruption or delay caused by the Client and which may cause the price to be increased.

4 TERMS OF PAYMENT

(a) The Company shall be entitled to invoice the Client in respect of all Goods upon delivery or acceptance (whichever occurs first) and, in respect of any Services provided, upon completion of the Services or at the end of the month in which the Services were performed.

(b) The Client shall pay all invoices within 30 days of the date of invoice. The time for payment of the price shall be of the essence of the Contract.



- (c) The Client shall be responsible for all bank charges including charges levied by the receiving bank.
- (d) Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend delivery or to determine the Contract if there is any outstanding liability owing to it by the Client on any account whatsoever.
- (e) The Company reserves the right to charge interest (both before and after any judgment) on overdue sums at the rate of 4% per annum above the base lending rate of Lloyds Bank Plc.

5 DELIVERY OF GOODS AND/OR SERVICES

- (a) The Company shall not be liable for any loss or damage occurring through any failure or inability to meet any contractual date due to the actions of third parties.

6 DURATION OF CONTRACT

- (a) The Terms of the Contract is twelve (12) calendar months and begins from the day the Contract between the Client and Company is entered into. The only exception to this is for our 4G and monthly FBB services where all contracts are rolling 30 day contracts (please see below for details.)
- (b) The Client shall not terminate any Contract for the provision of any Service or facility under it, prior to the expiry of the twelve-month minimum period of Service. After this period, termination may be effected by giving the Company 30 days notice in writing.
- (c) **In the event of a change of ownership of the Client's vessel, the Client can terminate the Contract by giving the Company 30 days written notice.**
- (d) The Company reserves the right to suspend the Service to the Client if the Client is in breach of these T&Cs.
- (e) The Company reserves the right to change the fee schedule by notifying the Client 30 days in advance of the effective date of the change.

7 RISK AND PROPERTY

- (a) Risk of damage to or loss of the Goods shall pass to the Client on delivery to the Client or the Client's carrier or nominee.
- (b) Title of Goods will not pass until they have been paid for in full.
- (c) **Goods shall be stored separately and be clearly identifiable as being the Company's property until paid for. (d) The Company shall be entitled to recover possession of Goods not paid for by the Client (and enter onto the premises of the Client for that purpose) if they are not paid for by the due date or if the Company has determined any contract with the Client pursuant to these Conditions.**
- (e) The Company shall have a lien upon the goods until they have been fully paid for,

8 WARRANTIES AND LIABILITY

- (a) The Company warrants that the Services will be performed using reasonable skill and care.
- (b) Subject to condition 8(a) above, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. No employee of the Company has authority to give any verbal warranty or representation as to the fitness for any particular purpose or otherwise of any of the Goods or Services to be supplied.
- (c) **The manufacturer's standard one-year warranty applies to all Goods supplied unless otherwise stated.**
- (d) The Company shall not be liable to the Client by reason of any representation, orally or in writing by its employees (unless fraudulent), or contract, tort (including negligence) or otherwise for any indirect, special or consequential loss or damage (including, without limitation, loss of profit, business, savings or otherwise) which arise out of or in connection with the supply of the Goods or Services and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods or the price paid for the Services or a maximum multiple of twelve times the monthly service fee.



(e)The Client agrees to fully indemnify the Company and its employees in full against all accidental damage and loss howsoever caused to the Client, the Yacht, or its crew or third-party personnel during or after in relation to the provision of Goods or Services from the Company.

9 VARIATIONS

Goods and Services supplied are subject to agreed variation from specification and/or samples. Immaterial variations shall not permit the Client to reject or terminate the Goods or Services.

10 OFFICE HOURS

Normal office hours are from 09:00 to 17:30 GMT, Monday to Friday except public and bank holidays. We also offer a 'best-effort' out of office service from 07:00 – 22:00. During normal office hours the Company will endeavour to respond to written queries within two hours & guarantee to respond to all written enquiries regarding Contracted Services or Goods supplied to the Client within 48 hours.

11 TRAVEL POLICY

Flight and accommodation costs and reasonable out of pocket expenses will be recharged to the Client at cost. Flights under four hours duration are booked in economy class. Flights over four hours are booked in premium economy or business class.

12 EXPORT & DELIVERY

The Client shall obtain all necessary permits to ensure that Goods destined overseas may lawfully be delivered to their destination and paid for and shall indemnify the company in respect thereof.

13 FORCE MAJEURE

The Company will not be liable for any failure to perform or difference in performance attributable to accidents or circumstances beyond the reasonable control of the Company and in particular (without limitation), industrial action, civil commotion, riot, invasion, war, threat of or preparation for war, shortage of materials, fire, explosion, storm, flood, earthquake, subsidence or other natural physical disaster, epidemic, act or restraint of government in such an event, the Company shall be at liberty on notice to the Client, to make partial delivery or performance only or to determine the Contract, in neither case without prejudice to its rights accrued there under.

14 LAW & ARBITRATION

The Contract shall be governed in all respects by Isle of Man Law and the parties hereby submit to exclusive jurisdiction of the Isle of Man High Court. Any dispute arising under the Contract may be referred to and determined by a sole arbitrator to be appointed by the Chartered Institute of Arbitrators.

15 LIMITED LIABILITY

Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Client to the Company for the current month. Should any provision of this agreement be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this agreement shall remain unaffected thereby unless otherwise stated.



These Standard Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

Engagement of the Company, OceanWeb Ltd, constitutes acceptance of these Standard Terms and Conditions.

Email Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

1 OVERVIEW

- (a) All Services provided by the Company may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of U.K., European & Worldwide law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute. The Client agrees to indemnify and hold harmless the Company from any claims resulting from the use of the service which damages the Client or any other parties.
- (b) Explicit content or merchandising are prohibited on any of the Company's servers. The Company will be the sole arbiter as to what constitutes a violation of this provision.
- (c) Spamming, or the sending of unsolicited email, from the Company servers or using an email address that is maintained on the Company's machine is STRICTLY prohibited.

2 CONNECTIVITY

- (a) The Client will require an internet connection to access the email service. The Client is responsible for making a separate application for the appropriate service and for complying with the conditions applicable to it.
- (b) The Client is responsible for providing suitable hardware or communications equipment necessary to access the Service.
- (c) The Company cannot guarantee that the Service will never be faulty but reported faults will be corrected as soon as reasonably possible. If a fault occurs the Client should report the fault by telephone or by email to support@oceanweb.com.
- (d) The Company may temporarily suspend the Service for operational reasons, this suspension can be activated without providing prior notice in emergency cases, however, the Company will give the Client as much notice as is reasonably practicable. The Service will be restored as soon as reasonably practicable after temporary suspension.
- (e) The Company may vary the technical specification of the Service from time to time.
- (f) All files, data, information and email will be preserved for 30 days from the date the payment is due. If the payment is not received after 30 days, all files, data, information and email will be deleted. The Client agrees that the Company has the right to delete all files, data or other information that is stored by the Company if the Client's account with the Company is terminated, for any reason, by either the Company or the Client.

3 INFORMATION

- (a) The Company exercises no control whatsoever over the content of the information passing through the Service.
- (b) The Company makes no warranties of any kind, whether expressed or implied, for the Service it is providing. The Company also disclaims any warranty of merchantability or fitness for a particular purpose. The Company will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by the Company's negligence or the Client's errors or omissions.
- (c) Use of any information obtained through the Internet or email is at the Client's risk. The Company specifically denies any responsibility for the accuracy or quality of information obtained through its services.



Satellite Airtime Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

OVERVIEW

(a) The Company, as an Agent, Reseller or Service Provider, can supply the Client with VSAT, Inmarsat, Iridium and Fleetbroadband Airtime through a number of different providers.

(b) By use of the Service, the Client agrees that all Airtime usage, whether inadvertent or not, is fully chargeable.

VSAT

SPEEDCAST BY OCEANWEB

(a) All prices quoted are based on a 12-month contract term

(b) No additional discount for contract terms longer than 12 months

(c) Short term contract Surcharge is as follows:

- 6-11 month contract: 15.0% surcharge
- 1-5 month contract: 35.0% surcharge

(d) Clients with a minimum 6 month & above contract term:-

- Can upgrade or downgrade the bandwidth plan during the contract period but cannot downgrade to below the base subscription plan.
- Can have a 1-week special upgrade with a 30.0% surcharge,

(e) Clients with a minimum 12 month & above contract term can have up to a maximum 6-month seasonal suspension, provided the total contract period is being extended equally.

(f) During the suspension period:-

- Clients pay \$0 per month.
- Existing Phone line and IP addresses will be maintained.

(g) Clients with 6 to 11 month contract term can have "Keep Alive" features by paying \$150 per month

(h) During this "Keep Alive" period:

- A small bandwidth will be assigned to ensure the link is maintained in the network.
- Existing Phone line and IP addresses will be maintained.

MARLINK BY OCEANWEB

These terms, together with the submitted Sealink Airtime Only Installation Order Form ("Subscription Form"), by Customer and accepted by Marlink A.S. or any of its Affiliates (hereinafter called "Marlink") including OceanWeb Ltd, constitute the agreement ("Agreement") between the Parties for the Sealink or Sealink Premium Service ("Service"). Marlink Ltd, OceanWeb and Customer shall each be referred to herein as a "Party," and, collectively, as the "Parties."

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings stated.

"Access Policy" shall mean the restrictions as implemented by Marlink to access the Service as described in clause 3.2.2.

"Allowance Plan" shall mean the monthly Gigabyte Plan for the Sealink Service designated by Customer on the Subscription Form or at a later date pursuant to Article 3.4 of this Agreement.

"Customer" shall mean the entity ordering the Service, as evidenced by the signature on the Subscription Form. This entity is



responsible for payment of all charges incurred for the Service in accordance with this Agreement, regardless of whether a different name is designated as cardholder of the credit card provided for payment. Customer shall be equal to end-user as applicable.

“End-User Equipment” shall mean, with respect to the Vessel, the private branch exchange (“PBX”), interconnection equipment, and software operated by Customer which are used in connection with the Service.

“ESV” shall mean the Earth Station on-board Vessel, which is the satellite antenna equipment located on board the End-User’s Vessel.

“Facilities” shall mean teleports, ground stations and switching facilities used to provide the Service.

“Fair Use Policy” shall mean the policy implemented by Marlink to the shared access Services as described in clause 3.2.1.

“Monthly Call Charges” shall mean the variable monthly charge for ship-to-shore voice calls billed per-minute at Marlink’s rates.

“Monthly Service Fee” shall mean the fixed monthly charge for data transfer (both sending and receiving) corresponding to the Plan designated by Customer.

“Service” shall mean Sealink and/or Sealink Premium Ku-band voice and data communications service (including Internet access) to and from the Vessel utilizing the Facilities and satellite space segment provided by the Satellite Capacity Provider.

“Plan” shall mean reference to Allowance Plan (Sealink Services) or the Service Plan (Sealink Premium Service), as applicable.

“Satellite Capacity Provider” shall mean the organization that owns, operates and/or accesses the satellites.

“Service Commencement Date” shall mean the next calendar day after Marlink activates the Service and, if applicable, such later date on which Marlink upgrades the Plan pursuant to Customer’s direction in accordance with Article 3.4 of this Agreement.

“Service Period” shall mean the period during which Service is provided to the Vessel, as further described in Article 2 of this Agreement.

“Service Plan” shall mean the Sealink Premium Service data transmission speed designated by Customer on the Subscription Form or at a later date pursuant to Article 3.4 of this Agreement.

“Subscription Form” shall mean the document entitled “Sealink Installation Order Form” as completed and submitted by Customer and delivered to Marlink for implementation of Service.

“Throttling” (or “throttled”) shall mean the limitation settings applied by Marlink to bandwidth sent and received, in order to manage Allowance Plans in accordance with article 3.2.3.

“Vessel” shall mean the vessel designated on the Subscription Form to which Marlink shall provide Service.

2. TERM OF AGREEMENT.

Service shall commence at 00:00:01 GMT/UTC on the next calendar day after Marlink activates the Service (“Service Commencement Date”) and, except as otherwise provided in Article 6 of this Agreement, it shall continue for the duration of twelve (12) months (“Initial Term”). At the conclusion of the Initial Term, and except as otherwise provided in Article 6, below, the Agreement automatically shall renew for an additional 12-month period and successively thereafter in 12-month periods (each such 12-month period referred to herein as a “Renewal Term”). The Initial Term and all Renewal Terms hereunder shall collectively be the “Service Period.”

3. PROVISION OF SERVICE.

Subject to the provisions hereof, Marlink will provide Service to the Vessel during the Service Period at the Plan designated by Customer. Marlink shall have sole discretion for selection of the satellite systems and Facilities used to provide Service.

3.1 Coverage. The coverage area refers to the geographic area where Service can be obtained for the Customer’s-designated Plan.

Coverage maps for Service, as provided by the satellite operators, are available at: <http://www.astrium-satcom.com/Satellite/Connectivity/At-Sea/Sealink/> Marlink and Marlink disclaims any liability for any inaccuracies in the maps.

Actual usage of the Service must correspond with the contracted Coverage Area on the Subscription Form. Meaning global coverage requires true global use, not limited to regional use only. Same applies for regional coverage when contracted; if Customer requires coverage in other regions than the contracted coverage, new Monthly Service Fee may apply. Marlink reserves the right to conduct audits verifying actual usage and reserves the right to renegotiate Monthly Service fee based on actual usage.



3.2.1 Transmission and Capacity Limitations.

Fair Use Policy: Service is provided in a shared environment which may result in varying download and upload speeds due to network loading conditions. Customer acknowledges and accepts that data speeds specified in each Plan are maximum values and may not be realized at all times. Service may be asymmetrical (in that more bandwidth is allocated to downloads to the Vessel than is allocated to uploads from the Vessel) or symmetrical.

Customer accepts that provision of Service, including any upgrade in service, is subject to the availability of satellite capacity from Ku-Band satellite operators. Such capacity may be limited at times for various reasons, including but not limited to, emergency pre-emption by a governmental authority, service area limitations, satellite network conditions, weather and environmental conditions and acts of God. Marlink and OceanWeb Ltd disclaims any liability for transmission and capacity limitations.

3.2.2 Access Policy shall mean the policy implemented by Marlink to the shared access Service, to ensure users will behave in a responsible way. This policy is implemented in the best interest of all users in the network.

The Access Policy means that Marlink does not allow any high bandwidth applications or activities, including but not limited to peer-to-peer file sharing, MP3 or MP4 downloads, any other form of movie downloads and streaming applications/services in general. Altering the way of transfer streaming audio and /or video content (i.e. download and transfer audio/video files via other protocols like ftp, e-mail or other applicable transfer methods) is not allowed.

Use of voice service delivered by anyone else than Marlink over the shared access service, is strictly prohibited. Using e.g. Skype to provide an internet voice is not allowed.

3.2.3 Throttling of Allowance Plans. With regards to the Sealink Service and only with reference to the Gigabyte Allowance Plans, Service may be throttled reaching 90% and 95% of the allowance of the selected Gigabyte Plan. Throttling shall not apply to Sealink Premium Service Plans.

3.3 Voice Access. Marlink will provide a direct-dial number to Customer for shore-to-ship voice calls.

3.4 Service Upgrades and Downgrades for Sealink Services. Customer may upgrade the Sealink Service by sending a written notice to OceanWeb Ltd identifying the desired Allowance Plan. If the notification is received prior to the 20th of the current month, the new Monthly Service Fee will apply as per the 1st of that month. Marlink will charge the difference between the original and the upgraded Allowance Plan accordingly. If the request is received at the 10th of the month or later, the upgrade will apply as per the 1st day of the following month.

Customer may downgrade within the Sealink Services; however Customer is not allowed to downgrade to an Allowance Plan lower than the one originally contracted. Any changes to Allowance Plans will be adjusted in the invoices of the following month.

3.5 Service Upgrades and Downgrades for Sealink Premium Services. Customer may upgrade Sealink Premium Services at any time during the Service Period by sending written notice to OceanWeb identifying the desired Service Plan. Marlink and OceanWeb Ltd will make all reasonable efforts to process the Service Plan upgrade request within seventy-two (72) hours of receipt. The new Service Plan will take effect as of 00:00:01 GMT/UTC on the next calendar day after Marlink has completed the upgrade. For billing purposes, Marlink will pro-rate the Customer's Monthly Service Fee for the upgraded Service Plan. Customer may downgrade within the Sealink Premium Service, however Customer is not allowed to downgrade to a Service Plan lower than the one originally contracted. The invoice the following month will adjust the prices according to the implemented changes.

3.5.1 Value added services. Customer may order value added services at the start or during the Service Period. A minimum commitment term of 12 months applies to such value added services, unless the Plan is terminated as per clause 6.

3.6 Lay Up Option for Sealink Premium only. Customer may request in writing with one month prior written notice, and delivered to the Customer Consultants email address (support@oceanweb.com); the suspension of Service for the Vessel during the Initial Term and any Renewal Terms. The period of this suspension of Service (the "Lay Up Period") shall be minimum one (1) month and maximum three (3) months during a 12 months period. During the Lay Up Period, Marlink shall waive the Monthly Service Fee and shall deactivate the Vessel's terminal at the Facilities. At the conclusion of the Lay Up Period, the Service Period shall be extended by the duration of the Lay Up Period and the Monthly Service Fee and Monthly Call Charges shall resume.

3.7 Scheduled Service Outage. Customer acknowledges that Service may be interrupted periodically for routine maintenance of the Facilities or the satellite services provider's facilities (collectively referred to as "Maintenance Outages"). Marlink or OceanWeb Ltd



shall provide Customer with advance notice of scheduled Maintenance Outages as possible, and shall use its best efforts to resume Service promptly. The occurrence of a Maintenance Outage shall not constitute a breach of this Agreement.

3.8 **Unscheduled Service Outage.** Customer acknowledges that Service may be interrupted periodically as required to comply with applicable laws, regulations, or standards, and that Service may be interrupted or unavailable from time-to-time due to reasons beyond OceanWeb' control, including, but not limited to, End-User Equipment, portside blockages from buildings or other vessels, radio operator error, radio or electromagnetic interference, geographical interferences with satellite signal due to topography of shoreline, or non-availability of satellite capacity (collectively, "Unscheduled Outages"). The occurrence of an Unscheduled Outage shall not constitute a breach of this Agreement.

3.9 **Limitation of Liability for Service Outage.** Marlink and OceanWeb disclaims all liability and obligation for credit or damages to Customer in the event of a Maintenance Outage or Unscheduled Outage or any failure of the ESV or End-User Equipment.

3.10 **Customer Obligations.** Customer shall not change, alter or modify any of the configuration settings to the provided modem without prior written approval by Marlink or OceanWeb Ltd.

3.11 **Suspension of Service.** Marlink may, at its sole discretion, deny Customer access to the Service or parts thereof with immediate effect, in the following events ("Suspension Event"):

(i) If the Satellite Capacity Provider provides notice to Marlink that the end-user is responsible for any of the following events;

1) The use of the Service by the end-user threatens the condition/fitness of the satellite or is causing interference to any other user's access to the satellite or any other satellite operated in the area; or

2) The use of the Service by the end-user has resulted in a claim against the Space Segment Provider on the grounds of defamation or illegality of content under applicable law; or

3) The transmissions to and/or from the end-user are being "jammed" by a third party (governmental or otherwise) and such jamming is interfering with the use of or threatens the condition/ fitness of the satellite

(ii) When necessary for operational reasons, or in an emergency, or when Marlink is required to do so by any competent regulatory, administrative or judicial authority. Whenever practical, Marlink will provide advance notification. Marlink will restore the Service as soon as reasonably practicable after such temporary interruption.

(iii) If an end-user is found to be using the Service in violation of any applicable law or regulation. Marlink may maintain the suspension until it receives an acceptable assurance from the Customer that there will be no further infringement in this respect.

4. CUSTOMER'S RESPONSIBILITIES IN EVENT OF DISPOSAL OR SALE OF VESSEL.

Customer shall notify OceanWeb Ltd immediately in writing upon disposal of the Vessel, including but not limited to any sale, loss or constructive total loss. Customer shall remain liable for payment of all charges for Service for a period of 30 days from such notice in writing to OceanWeb Ltd, unless Customer has provided Marlink notice of such disposal thirty (30) days in advance of the date of disposal. Upon request Customer shall substantiate the sale of vessel and the new owner's contact details.

5. TERMINATION

5.1 **Termination for Convenience.** Customer may terminate this Agreement for convenience by providing written notice of termination to OceanWeb Ltd at least thirty (30) days prior to the expiration of the Initial Term. The effective date of such termination shall be the final day of the Initial Term or the notice period, as applicable. In case of sale of Vessel, clause 4 applies.

5.2 **Termination for Cause/Default.** OceanWeb Ltd may terminate this Agreement upon thirty (30) days written notice to Customer upon the occurrence of any one of the following events:

(a) Failure by Customer to pay any sum due and owing to OceanWeb Ltd for a period of thirty (30) days after OceanWeb Ltd' written notice to Customer of the outstanding amount; or

(b) Failure by Customer to perform any other material obligation contained in this Agreement, where such non-performance remains outstanding thirty (30) days after OceanWeb Ltd' written notice to Customer of the failure to perform; or

(c) Abuse or use of the Service onboard the Vessel for any fraudulent or unlawful purpose, including but not limited to those purposes referred to in Marlink' Airtime Services Terms and Conditions located at <http://www.astriumservices.com/business->



communications-maritime/; or

(d) Failure of Customer to be financially solvent as evidenced by (i) filing a voluntary petition in bankruptcy; (ii) being adjudicated as bankrupt or insolvent; (iii) filing a petition or answer seeking a reorganization, composition, readjustment, liquidation or similar relief for itself under any applicable statute, law or regulation; (iv) seeking or consenting to the appointment of a trustee, receiver or liquidator for itself or a substantial part of its properties; (v) making a general assignment for the benefit of creditors; (vi) admitting in writing its inability to pay its debts generally as they become due; (vii) the existence for 60 days of an involuntary petition in bankruptcy filed against Customer or the existence for 60 days of an order for relief entered in respect of such involuntary petition; or (viii) the existence for 60 days of the appointment of a trustee, receiver or liquidator appointed for Customer or a substantial part of its properties.

5.3 Parties' Obligations on Termination. Within 45 days of termination or expiration of this Agreement, OceanWeb Ltd shall deliver to Customer an invoice for all sums accrued and due hereunder as of the date of termination or expiration, including any Termination Liability due and payable pursuant to Article 5.4. All invoiced sums shall be due and payable within 30 days from the date of the invoice.

5.5 Termination Liability. In the event that Customer terminates this Agreement for convenience prior to the expiration of the Initial Term or any Renewal Term, or in the event OceanWeb Ltd terminates this Agreement for cause pursuant to Article 5.2, Customer shall be subject to a termination liability equal to the balance of the Monthly Service Fee due for the remainder of the Service Period as of the effective date of termination ("Termination Liability") within 30 days from the date of OceanWeb Ltd" invoice therefore.

Payment of Termination Liability shall be in addition to any other amounts due under or pursuant to this Agreement and any costs incurred by OceanWeb Ltd in connection with enforcing its rights under this Agreement.

In case of termination by Customer after signing the Subscription Form, but prior to Service Commencement Date, a termination liability applies equal to three (3) times the Monthly Service Fee.

INMARSAT C

By use of the Service, the Client agrees without exception to the Inmarsat terms and conditions for the utilization of the Inmarsat space segment by ship earth stations and land mobile earth stations including aero-c & aero mini-m. The establishment of charges for the telecommunications services provided by the land earth stations (LESs) is the prerogative of the owner and/or operator of the LES. All accounts for telecommunications services via the LESs must be paid by the MES Owner without delay. In the event of delayed payment, the Inmarsat and the LES Operators concerned may discontinue telecommunications services for the MES in default, except for the exchange of distress traffic, in accordance with Article 2(D) (3) of the "Inmarsat Registration for Service Activation of Maritime Mobile Earth Station" form. If an LES Operator is unable to collect charges from the Accounting Authority, ISP or other billing entity specified in the SARF, personal and corporate details of the MES Owner or Operator may be disclosed to the LES Operator for the purposes of debt collection.

NON-PAYMENT / FRAUDULENT USE

In the event of the Company becoming aware of fraudulent use or non-payment of airtime the Company will suspend the service. Thereafter the service will only be usable after all outstanding charges as per the agreement have been met in full. The Company reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

UNAUTHORISED USE

It is the Client's responsibility to ensure appropriate safeguards are in place to avoid any unauthorized/fraudulent use. If the unit is stolen please advise the Company immediately so the service can be suspended. All calls made from the terminal including any fraudulent calls and including those derived from SIM card cloning will be chargeable howsoever caused until receipt of the notification in writing and the suspension of the terminal is confirmed by the Network Operator.



RE-ACTIVATION AND UNBARRING AND DEACTIVATION

Charges apply for re-activation, unbarring, loss or deactivation of a SIM or Terminal..

DURATION OF SERVICES

This contract runs for twelve months from the date of inception and is binding for that period,

RENEWAL

To allow continued use the Company will automatically renew the Contract unless informed otherwise by the Client in writing. 30 Days' notice is required for termination of this service . If the Contract is terminated a specific procedure applies such that all outstanding costs must be paid by the Client prior to de-activation.

DISCLAIMER

No liability of consequential loss will be accepted by the Company for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply. No liability or consequential loss is accepted by the Company for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated Service. These terms and conditions specifically exclude any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made or data used.

FleetBroadband Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

Monthly

General Guidelines & Principles for allowances:

- All plans include MB allowances only. Once the MB allowance is consumed, out-of-bundle rates apply.
- There will be no rollover nor reimbursement of unused allowances to the next period.
- Charges are calculated per SIM card
- There will be pro-rating of allowances and subscription charges based on the date of activation.
- Minimum 1-month commitment period. The subscription will then continue on a month by month basis
- OceanWeb require 7 days' notice prior to month end to arrange for the subscription to be cancelled
- When the SIM is suspended the subscription will continue to be charged.
- OceanWeb require 7 days' notice prior to month end to arrange any Upgrades and downgrades to Plan.
- A new commitment period starts with the date of upgrade or downgrade
- Downgrades within the minimum commitment period: Penalty fee will be charged equal to the lesser of the outstanding subscription for the remainder of the minimum duration OR the maximum downgrade fee; and a new commitment period starts with the effective date of the downgrade.
- There is no pro-rating upon deactivation; full subscription fee will be charged and full allowance will be available.
- Early termination charge will be the lesser of the outstanding subscription for the remainder of the minimum duration or the maximum early termination fee.
- All prices are subject to change with prior notification.
- .All charges are exclusive of value added tax, other taxes, duties and fees, including Federal Universal Service, Regulatory and Administrative charges, and other charges related to OceanWeb Ltd's costs incurred in providing the service.



Annual

General Guidelines & Principles for allowances:

- All plans include MB allowances only. Once the MB allowance is consumed, out-of-bundle rates apply.
- There will be no rollover nor reimbursement of unused allowances to the next period.
- Charges are calculated per SIM card
- There will be pro-rating of allowances and subscription charges based on the date of activation.
- Minimum 1-year commitment period. The annual plan will automatically be renewed for the same period unless the SIM is changing package plan or is deactivated before the renewal is taking place.
- OceanWeb require 30 days' notice before the end of the commitment period to arrange for the subscription to be cancelled.
- Up to 90 days' Layup is available at a reduced fee of \$300 pcm.
- OceanWeb require 7 days' notice prior to month end to arrange any upgrades and downgrades to Plan or to put the Plan into layup.
- A new commitment period starts with the date of upgrade or downgrade
- Downgrades within the minimum commitment period: Penalty fee will be charged equal to the lesser of the outstanding subscription for the remainder of the minimum duration OR the maximum downgrade fee; and a new commitment period starts with the effective date of the downgrade.
- There is no pro-rating upon deactivation; full subscription fee will be charged and full allowance will be available.
- Early termination charge will be the lesser of the outstanding subscription for the remainder of the minimum duration or the maximum early termination fee.
- All prices are subject to change with prior notification.
- All charges are exclusive of value added tax, other taxes, duties and fees, including Federal Universal Service, Regulatory and Administrative charges, and other charges related to OceanWeb Ltd's costs incurred in providing the service.

Traffic Monitors

The Company will set up default traffic monitors when a SIM is activated as follows:-

Plan	Notification of Usage	Action at 100% of usage
25MB	25% 50% 75% 100%	The SIM is not automatically suspended but the client will be contacted to discuss options. The client will be liable for all overage charges. The SIM will be suspended once the overage usage reaches 100MB
100MB	25% 50% 75% 100%	The SIM is not automatically suspended but the client will be contacted to discuss options. The client will be liable for all overage charges. The SIM will be suspended once the overage usage reaches 200MB
375MB	25% 50% 75% 100%	The SIM is not automatically suspended but the client will be contacted to discuss options. The client will be liable for all overage charges. The SIM will be suspended once the overage usage reaches 750MB
750MB	25% 50% 75% 100%	The SIM is not automatically suspended but the client will be contacted to discuss options. The client will be liable for all overage charges. The SIM will be suspended once the overage usage reaches 1.5 GB



Disclaimers

A Traffic Monitor relies upon (i) call records provided by the satellite network operator and (ii) processing of such records within Marlink's portal. It is not possible to count traffic usage in real time; the Traffic Monitor "sees" the traffic usage after-the-fact. For this reason, a traffic threshold will, by definition, be overrun by the time the Traffic Monitor is fired. Overages are common and should be expected.

Background information regarding Traffic Monitors

Marlink are dependent on the timeliness and accuracy of the call detail records (CDRs) from each satellite network operator (SNO). They download call records from the SNO's file server on average every 5-10 minutes.

Scheduled and unscheduled outages of Inmarsat, Iridium and Thuraya business support systems will delay the time it takes for CDRs to reach their portal. If there is an outage in the portal, there can be a delay in processing the CDRs. Executing the instruction to suspend a SIM that has exceeded a traffic threshold or a date threshold can take another 15-20 minutes after the SNO receives instruction from OceanWeb Ltd.

Each SNO has established procedures for how frequently it generates call records, and how it counts traffic. Details are provided below.

Any ongoing call/session:	If a SIM exceeds its traffic threshold (limit) during a call/IP session, the SIM will be suspended and the ongoing call/session will be terminated.
Background IP:	Interim call records during each background/interactive IP session are generated by Inmarsat after every 1.95 MB of usage.
Telephony:	Interim call records (CDR) for Inmarsat telephony (e.g., voice, ISDN) are generated every 60 minutes on the hour.

Iridium Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

- The Minimum Contract Duration is 1 year and will be renewed automatically.
- Plans can be terminated after the minimum contract period with the provision of 30 days' written notice.
- Post-paid Telephony Plans are subject to Monthly Fee.
- There is no rollover of unused minutes and SMS messages from month-to-month.
- Upon activation / upgrade, Subscription Fee and/or allowance will be pro-rated.
- Subscription Fee will continue to be charged while the service is suspended.
- Upon downgrade / deactivation, Subscription Fee and/or allowance will not be pro-rated.

Iridium Certus

- Data Bundles are indicated in megabytes (MB) as in 1,000,000 byte increments.
- There is no rollover of unused allowance and all unused volumes are forfeited at the end of the bill cycle.
- Plans can be terminated after the minimum contract period with the provision of 7 days' written notice.

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- In case of deactivation prior to the end of the commitment period, early termination fees will be charged.
- Early termination fees are charged at a flat rate regardless of the time remaining in the term commitment period. If a subscriber terminates the contract, upgrades or downgrades prior to the end of the commitment period, the EFT described in the service packages will be charged on the next monthly invoice.
- In case of deactivation, the subscription fee will not be prorated.
- The Minimum Contract Duration is 3 months and will be renewed automatically.

Tracking Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

- (a) The Company charges a single fee to the Client to set up the OceanTracker Service.
- (b) The Service is dependent on the Client having the correct hardware and Airtime Contacts in place with their Satcom provider.
- (c) The Company cannot be held responsible for the status and functionality of the Clients hardware and / or if the Clients hardware is unable to communicate with Inmarsat or other services.
- (d) The Company will endeavour to provide a Service that delivers all positional reports but ultimately this Service is dependent on the Client's hardware plus the Inmarsat service and location
- (e) No credit will be allocated whatsoever for unused positional reports nor can they be carried over to subsequent months.
- (f) A single position report within an individual month constitutes "usage" of the Service and is liable for the standard monthly operational fee.
- (g) Ongoing operational costs for the Tracking Service is currently charged at a fixed rate per month (currently £75.00 GBP + VAT) and includes airtime for 4 automatic positional reports (polls) per day - 120 per month.
- (h) Additional (extra) polls on top of this will be charged at the current rate.
- (i) The Company may choose to charge quarterly in advance for airtime.
- (j) The Client is liable for all charges incurred by position reports.
- (k) The Client shall not terminate any Contract for the provision of any Service or facility under it, prior to the expiry of the twelve-month minimum period of Service. After this period, termination may be effected by giving the Company 30 days notice in writing.

IT Support Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

- (a) The Company will provide IT support to the Client via a service helpdesk during normal office hours. Normal office hours are from 09:00 to 17:30 GMT, Monday to Friday except public and bank holidays. We also offer a 'best-effort' out of office service from 07:00 - 09:00 and 17:30 - 22:00 every day. During normal office hours the Company will endeavour to respond to written queries within two hours & guarantee to respond to all written enquiries regarding Contracted Services or Goods supplied to the Client within 48 hours. During charter we can offer 24-hour emergency support on a pre-agreed per-charter basis.
- (b) The Company will provide the Client with an 'Agreement of Services' and IT Support Documentation itemising what equipment, hardware, software & services are covered within the IT Support Service.
- (c) Any equipment, hardware, software & services not listed on the 'Agreement of Services' or within the IT Support Documentation will not be covered by the IT Support Service.



(d) The Company will only support individually named Clients who will be listed within the 'Agreement of Services' or IT Support Documentation

(e) The Company's remote IT support Service requires an Internet connection which must be supplied by the Client.

(d) This contract does not cover maintenance made necessary by equipment failure due to unfavourable conditions, misuse, surges, lightning, fire, flood, theft, rodents and other pests, vandalism, acts of God, infection by virus, or the unauthorised repair or alteration of the equipment by anyone other than the Company.

(e) The network cabling infrastructure, parts, software or equipment obtained from third party companies and consumable items such as printer toner cartridge, UPS batteries, fusing units and DAT/TAPE media are not covered under this agreement.

(f) Any service undertaken outside of normal office hours (as described in paragraph a) will not be covered under this contract unless otherwise agreed.

(g) Any additional hardware, software or Services purchased through the Company will be added to the Contract or IT Support Documentation at the Company's discretion and the monthly maintenance adjusted accordingly.

(h) This support contract does not include the cost of replacing or repairing damaged equipment.

(i) Unless special arrangements have been previously agreed, all onsite visits will be charged at our standard daily rate plus travel, subsistence & accommodation.

(j) Support for specialist software will not be included unless previously agreed.

(k) It is the responsibility of the Client to undertake routine maintenance such as system upgrades, defragmenting, virus protection & updates.

(l) The Company shall not be liable for any damages in connection with or as a consequence of the repair or servicing of any equipment, including but not limited to: loss of profits or revenue, data loss, or loss of use of equipment or other down-time costs. Without limiting the generality of the foregoing, because the equipment requires set-up or servicing from the Company and there is risk of data loss, the Client is fully responsible for the creation and storage of all backup data.

(m) The BRIX MicroPC is provided on loan as part of the IT support agreement. Should the agreement be terminated, then it is the clients responsibility to securely courier the BRIX (including power supply) back to the OceanWeb office within 14 days of the agreement termination date.

4G Services Europe

In addition to the Standard Terms and Conditions, the following T&C's apply:

- There is a monthly management and support fee of £50 GBP pcm per contract.
- No long-term commitment – 30 day rolling contract
- All contracts are on a month by month basis, but we require 7 days' notice before the end of the month to cancel.
- Tariffs and data bundles can be switched each billing period (1st of the month) but we require 3 working days' notice to make changes.
- The SIM does not automatically cut off once you have used your data package however, we can advise how to set this on your router.
- Data can be shared across multiple SIMs, with each additional SIM charged at £45.00 pcm.
- All prices exclude VAT where applicable.
- Overage data on the European tariff is billed at a cost of £4.00 per GB. Excluded country overage is billed at a cost of £2.50 per MB.
- Bandwidth usage must be monitored onboard. The client is responsible for all data used.

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1 OVERVIEW

(a) The Company, as an Agent, Reseller or Service Provider, can supply the Client with 4G Data through a number of different providers including, but not restricted to Roaming Expert and Vodafone.

(b) By use of the Service, the Client agrees that all 4G Data usage, whether inadvertent or not, is fully chargeable.

2 AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

(a) The Client must sign the 'Agreement for the provision of Goods and Services' for all 4G Data Services. By this action, the Client confirms that they represent and warrant that all of the information stated in the Agreement is true and correct for the Vessel identified.

(b) By signing the Agreement, the Client acknowledges and accepts the terms and will comply with Client obligations set forth therein.

(c) The availability of the service is subject to the geographical coverage of the Company's partner networks, weather conditions, atmospheric conditions and other factors that are not under the control of the Company. We cannot guarantee that the Client will be able to use the service at all times. The service made available to the Company from partner networks may change over time and may vary from country to country.

(d) The Client agrees to treat any Username, password or any other information that forms part of the Company's security procedures as confidential. The Client is liable for any loss or damage arising from the disclosure of security information. The Company's network partners have the right to disable any SIM card, access code, username, password or other security information provided to the Client at any time although this will normally only occur if fraud is suspected.

(e) From time to time the Company may change access codes, usernames, passwords or other security information necessary to access the service or change the technical specification of the service; issue the Client with instructions for reasons of health, safety, security or the quality of any services provided; temporarily suspend the service because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security.

(f) The Company may suspend the service and terminate the contract immediately if the Client breaches any of the provisions of these terms and conditions, the Company's terms of use or the Company's partner network terms and provisions of use.

(g) The Client acknowledges that the service is operated under license and by agreement with the network partners. The Client agrees to: Not to use or permit the use of the SIM card for any illegal, unlawful, fraudulent, immoral or improper purpose; to comply with OceanWeb's reasonable instructions relating to the SIM card and to use only approved devices; not to use any service in breach of the Data Protection Act, CAP Codes or contrary to any TPS out of notification.

(h) The Client must promptly notify the Company of the loss or theft of any SIM card.

3 NON-PAYMENT / FRAUDULENT USE

(a) In the event of the Company becoming aware of fraudulent use or non-payment of 4G Data, the Company will suspend the service. Thereafter the service will only be usable after all outstanding charges as per the agreement have been met in full. The Company reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

(b) The Client agrees to pay on or before the agreed payment date; any agreed initial charges, the monthly access charge and any other fixed monthly charges as specified in the price list; all data charges in excess of any inclusive data charges including charges incurred from other networks; any management and administration charges as set out in the price list; the cost of any reconnection fee following suspension of the service due to non-payment prior to reconnection; any additional claims, damages, losses that the Company suffer due to the Client's breach of this agreement.

(c) All sums due to OceanWeb must be paid in full without set-off counterclaim or deduction.

(d) We will calculate the charges for the use of the services in accordance with the details recorded by, or on behalf of the Company's network partners. The Client must notify the Company in writing of any billing queries or disputes within 28 days of the date of the invoice.



(e) The Company reserve the right to claim interest on a late payment under the Late Payment of Commercial Debts (interest) Act 1998.

(f) The Company will invoice, and the Client shall pay all charges in GBP unless otherwise stated in the price list. The charges set out in the price list are exclusive of Value Added Tax or any other sales, usage or similar tax applicable in any country where the service is provided.

(g) The Client is solely responsible for the SIM card and the Client shall remain liable for all call and data charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported by the Client to the Company. The Client will remain liable for the monthly access charge until the agreement has ended.

(h) The Company may revise the charges set out in the price list by giving the Client no less than 30 days written notice, effective on or after the expiry of the Minimum Period.

(i) The Company may place a daily, weekly or monthly cap on the amount of credit for your account. The Company may, at any time, require the Client to pay an interim payment if your credit cap has been exceeded, or pay a deposit or provide a guarantee as security for payment of future bills. If the Client exceeds the cap, fails to pay such a deposit or provide such a guarantee, the Company have the right to suspend the provision of the service or to terminate the contract.

(j) Data usage is measured in kilobytes (KB) and megabytes. 1 megabyte (MB) is equal to 1024 Kilobytes (KB). The Client will be charged for the amount of data that travels over the partner network. The Client may be charged for re-sent data packets added to control the flow of data.

4 MONTHLY SUBSCRIPTION AND PRICES

Subscriptions will be charged irrespective of use of the terminal. Monthly subscription fees continue to apply during SIM card/Terminal suspension.

5 RENEWAL

To allow continued use the Company will automatically renew the Contract unless the Client provides a cancellation request in writing, giving 7 days' notice before the end of the month.

6 DISCLAIMER

No liability of consequential loss will be accepted by the Company for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply. No liability or consequential loss is accepted by the Company for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated Service. These terms and conditions specifically exclude any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made or data used.



4G Services - World

In addition to the Standard Terms and Conditions, the following T&C's apply:

- There is a monthly management and support fee of £50 GBP pcm per contract.
- No long-term commitment – 30 day rolling contract
- All contracts are on a month by month basis but we require 7 days' notice before the end of the month to cancel.
- Tariffs and data bundles can be switched each billing period (1st of the month) but we require 3 working days' notice to make changes.
- The SIM does not automatically cut off once you have used your data package however, we can advise how to set this on your router.
- On the World Tariff a data cap (equivalent of £50) will be automatically in place to prevent usage outside of the inclusive countries.
- Data can be shared across multiple SIMs, with each additional SIM charged at £125.00 pcm.
- All prices exclude VAT where applicable.
- Overage data is billed at a cost of £5.00 per GB.
- Bandwidth usage must be monitored onboard. The client is responsible for all data used.

1 OVERVIEW

(a) The Company, as an Agent, Reseller or Service Provider, can supply the Client with 4G Data through a number of different providers including, but not restricted to Roaming Expert and Vodafone.

(b) By use of the Service, the Client agrees that all 4G Data usage, whether inadvertent or not, is fully chargeable.

2 AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

(a) The Client must sign the 'Agreement for the provision of Goods and Services' for all 4G Data Services. By this action, the Client confirms that they represent and warrant that all of the information stated in the Agreement is true and correct for the Vessel identified.

(b) By signing the Agreement, the Client acknowledges and accepts the terms and will comply with Client obligations set forth therein.

(c) The availability of the service is subject to the geographical coverage of the Company's partner networks, weather conditions, atmospheric conditions and other factors that are not under the control of the Company. We cannot guarantee that the Client will be able to use the service at all times. The service made available to the Company from partner networks may change over time and may vary from country to country.

(d) The Client agrees to treat any Username, password or any other information that forms part of the Company's security procedures as confidential. The Client is liable for any loss or damage arising from the disclosure of security information. The Company's network partners have the right to disable any SIM card, access code, username, password or other security information provided to the Client at any time although this will normally only occur if fraud is suspected.

(e) From time to time the Company may change access codes, usernames, passwords or other security information necessary to access the service or change the technical specification of the service; issue the Client with instructions for reasons of health, safety, security or the quality of any services provided; temporarily suspend the service because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security.

(f) The Company may suspend the service and terminate the contract immediately if the Client breaches any of the provisions of these terms and conditions, the Company's terms of use or the Company's partner network terms and provisions of use.



(g) The Client acknowledges that the service is operated under license and by agreement with the network partners. The Client agrees to: Not to use or permit the use of the SIM card for any illegal, unlawful, fraudulent, immoral or improper purpose; to comply with OceanWeb's reasonable instructions relating to the SIM card and to use only approved devices; not to use any service in breach of the Data Protection Act, CAP Codes or contrary to any TPS out of notification.

(h) The Client must promptly notify the Company of the loss or theft of any SIM card.

3 NON-PAYMENT / FRAUDULENT USE

(a) In the event of the Company becoming aware of fraudulent use or non-payment of 4G Data, the Company will suspend the service. Thereafter the service will only be usable after all outstanding charges as per the agreement have been met in full. The Company reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

(b) The Client agrees to pay on or before the agreed payment date; any agreed initial charges, the monthly access charge and any other fixed monthly charges as specified in the price list; all data charges in excess of any inclusive data charges including charges incurred from other networks; any management and administration charges as set out in the price list; the cost of any reconnection fee following suspension of the service due to non-payment prior to reconnection; any additional claims, damages, losses that the Company suffer due to the Client's breach of this agreement.

(c) All sums due to OceanWeb must be paid in full without set-off counterclaim or deduction.

(d) We will calculate the charges for the use of the services in accordance with the details recorded by, or on behalf of the Company's network partners. The Client must notify the Company in writing of any billing queries or disputes within 28 days of the date of the invoice.

(e) The Company reserve the right to claim interest on a late payment under the Late Payment of Commercial Debts (interest) Act 1998.

(f) The Company will invoice, and the Client shall pay all charges in GBP unless otherwise stated in the price list. The charges set out in the price list are exclusive of Value Added Tax or any other sales, usage or similar tax applicable in any country where the service is provided.

(g) The Client is solely responsible for the SIM card and the Client shall remain liable for all call and data charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported by the Client to the Company. The Client will remain liable for the monthly access charge until the agreement has ended.

(h) The Company may revise the charges set out in the price list by giving the Client no less than 30 days written notice, effective on or after the expiry of the Minimum Period.

(i) The Company may place a daily, weekly or monthly cap on the amount of credit for your account. The Company may, at any time, require the Client to pay an interim payment if your credit cap has been exceeded, or pay a deposit or provide a guarantee as security for payment of future bills. If the Client exceeds the cap, fails to pay such a deposit or provide such a guarantee, the Company have the right to suspend the provision of the service or to terminate the contract.

(j) Data usage is measured in kilobytes (KB) and megabytes. 1 megabyte (MB) is equal to 1024 Kilobytes (KB). The Client will be charged for the amount of data that travels over the partner network. The Client may be charged for re-sent data packets added to control the flow of data.

4 MONTHLY SUBSCRIPTION AND PRICES

Subscriptions will be charged irrespective of use of the terminal. Monthly subscription fees continue to apply during SIM card/Terminal suspension.



5 RENEWAL

To allow continued use the Company will automatically renew the Contract unless the Client provides a cancellation request in writing, giving 7 days' notice before the end of the month.

6 DISCLAIMER

No liability of consequential loss will be accepted by the Company for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply. No liability or consequential loss is accepted by the Company for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated Service. These terms and conditions specifically exclude any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made or data used.

GSM Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

1 OVERVIEW

- (a) The Company, as an Agent, Reseller or Service Provider, can supply the Client with GSM services through a number of different providers including, but not restricted to Vodafone.
- (b) By use of the Service, the Client agrees that all GSM and 4G Data usage, whether inadvertent or not, is fully chargeable.

2 AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

- (a) The Client must sign the 'Agreement for the provision of Goods and Services' for all GSM and 4G Data Services. By this action, the Client confirms that they represent and warrant that all of the information stated in the Agreement is true and correct for the Vessel identified.
- (b) By signing the Agreement, the Client acknowledges and accepts the terms and will comply with Client obligations set forth therein.
- (c) The availability of the service is subject to the geographical coverage of the Company's partner networks, weather conditions, atmospheric conditions and other factors that are not under the control of the Company. We cannot guarantee that the Client will be able to use the service at all times. The service made available to the Company from partner networks may change over time and may vary from country to country.
- (d) The Client agrees to treat any Username, password or any other information that forms part of the Company's security procedures as confidential. The Client is liable for any loss or damage arising from the disclosure of security information. The Company's network partners have the right to disable any SIM card, access code, username, password or other security information provided to the Client at any time although this will normally only occur if fraud is suspected.
- (e) From time to time the Company may change access codes, usernames, passwords or other security information necessary to access the service or change the technical specification of the service; issue the Client with instructions for reasons of health, safety, security or the quality of any services provided; temporarily suspend the service because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security.
- (f) The Company may suspend the service and terminate the contract immediately if the Client breaches any of the provisions of these terms and conditions, the Company's terms of use or the Company's partner network terms and provisions of use.



(g) The Client acknowledges that the service is operated under license and by agreement with the network partners. The Client agrees to: Not to use or permit the use of the SIM card for any illegal, unlawful, fraudulent, immoral or improper purpose; to comply with OceanWeb's reasonable instructions relating to the SIM card and to use only approved devices; not to use any service in breach of the Data Protection Act, CAP Codes or contrary to any TPS out of notification.

(h) The Client must promptly notify the Company of the loss or theft of any SIM card.

3 NON-PAYMENT / FRAUDULENT USE

(a) In the event of the Company becoming aware of fraudulent use or non-payment of GSM or 4G Data, the Company will suspend the service. Thereafter the service will only be usable after all outstanding charges as per the agreement have been met in full. The Company reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

(b) The Client agrees to pay on or before the agreed payment date; any agreed initial charges, the monthly access charge and any other fixed monthly charges as specified in the price list; all GSM and data charges in excess of any inclusive GSM and data charges including charges incurred from other networks; any management and administration charges as set out in the price list; the cost of any reconnection fee following suspension of the service due to non-payment prior to reconnection; any additional claims, damages, losses that the Company suffer due to the Client's breach of this agreement.

(c) All sums due to the Company must be paid in full without set-off counterclaim or deduction.

(d) We will calculate the charges for the use of the services in accordance with the details recorded by, or on behalf of the Company's network partners. The Client must notify the Company in writing of any billing queries or disputes within 28 days of the date of the invoice.

(e) The Company reserves the right to claim interest on a late payment under the Late Payment of Commercial Debts (interest) Act 1998.

(f) The Company will invoice, and the Client shall pay all charges in GBP unless otherwise stated in the price list. The charges set out in the price list are exclusive of Value Added Tax or any other sales, usage or similar tax applicable in any country where the service is provided.

(g) The Client is solely responsible for the SIM card and the Client shall remain liable for all GSM and data charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported by the Client to the Company. The Client will remain liable for the monthly access charge until the agreement has ended.

(h) The Company may revise the charges set out in the price list by giving the Client no less than 30 days written notice, effective on or after the expiry of the Minimum Period.

(i) The Company may place a daily, weekly or monthly cap on the amount of credit for your account. The Company may, at any time, require the Client to pay an interim payment if your credit cap has been exceeded, or pay a deposit or provide a guarantee as security for payment of future bills. If the Client exceeds the cap, fails to pay such a deposit or provide such a guarantee, the Company have the right to suspend the provision of the service or to terminate the contract.

(j) Data usage is measured in kilobytes (KB) and megabytes. 1 megabyte (MB) is equal to 1024 Kilobytes (KB). The Client will be charged for the amount of data that travels over the partner network. The Client may be charged for re-sent data packets added to control the flow of data.

5 MONTHLY SUBSCRIPTION AND PRICES

Subscriptions will be charged irrespective of use of the terminal. Monthly subscription fees continue to apply during SIM card/Terminal suspension.



6 RENEWAL

To allow continued use the Company will automatically renew the Contract unless the Client provides a cancellation request in writing, giving 7 days' notice before the end of the month.

7 DISCLAIMER

No liability of consequential loss will be accepted by the Company for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply. No liability or consequential loss is accepted by the Company for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated Service. These terms and conditions specifically exclude any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made or data used.

Sky Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

Small Vessel Plan

- Contracts are a minimum of 6 months. After 6 months;
- The contract becomes a rolling monthly contract.
- 30 days' notice is required for cancellation.
- For periods of inactivity, cards can be cancelled with 30 days' notice. They can then be reactivated under a new contract.
- There is an Administration fee of £10 GBP per box, per calendar month
- All prices are exclusive of VAT, delivery, installation and equipment.
- You must have suitable equipment in order to receive the Sky service. The Company cannot be held responsible for lack of service due to poor hardware, blockage or geographical location.

Yachting Plan 6m

After the contract term is over:

- The contract becomes a rolling monthly contract.
- 30 days' notice is required for cancellation.
- For periods of inactivity, cards can be cancelled with 30 days' notice. They can then be reactivated under a new contract.
- There is an Administration fee of £10 GBP per box, per calendar month.
- All prices are exclusive of VAT, delivery, installation and equipment.
- There is a minimum monthly fee of £640.50 ex VAT
- You must have suitable equipment in order to receive the Sky service. The Company cannot be held responsible for lack of service due to poor hardware, blockage or geographical location.

Yachting Plan 12m

After the contract term is over:

- The contract becomes a rolling monthly contract.
- 30 days' notice is required for cancellation.

OceanWeb Ltd • The Old Sunday School, Victoria Square, Port Erin, Isle of Man, IM9 6LD

tel: +44 1624 834904 • fax: +44 1624 834905 • email: info@oceanweb.com • web: www.oceanweb.com



- For periods of inactivity, cards can be cancelled with 30 days' notice. They can then be reactivated under a new contract.
- There is an Administration fee of £10 GBP per box, per calendar month.
- All prices are exclusive of VAT, delivery, installation and equipment.
- There is a minimum monthly fee of £577.00 ex VAT
- You must have suitable equipment in order to receive the Sky service. The Company cannot be held responsible for lack of service due to poor hardware, blockage or geographical location.

Website Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

- The Company may temporarily suspend the Service for operational reasons, this suspension can be activated without providing prior notice in emergency cases, however, the Company will give the Client as much notice as is reasonably practicable. The Service will be restored as soon as reasonably practicable after temporary suspension.
- The Company aims to deliver the highest possible levels of up-time. Platform Hardware and service critical infrastructure, including Power and Network Connectivity will be available for 99.5% of the time (excluding scheduled maintenance, advance notice of which will be given wherever possible).
- Outages caused by third party software installations or other modifications to the default server operating system as deployed do not fall within the terms of this Agreement.
- The Company reserves the right to move data to a different server with no prior notice.

VoIP Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

- All rates provided are correct as of: May 2020.
- Pre-paid credit can be added as a top up service in £5 increments..
- Monthly line rental subscription does not include outgoing calls.
- Connection charges apply where indicated.
- Calls are charged per second, with a minimum charge of 1p.
- All call tariff pricing is exclusive of VAT.
- Off peak rates apply between 6pm and 8am UTC.
- Call rates DO NOT vary based on your geographical location.
- Call rates are subject to change without prior notice.
- Rates are provided for information purposes only and OceanWeb is not liable for any inaccuracies or mismatch with billed calls.

This is a voice over data network service and as such, it is dependent on your connection to the data network and the data network itself. Your service may therefore cease to function if there is a power failure or a failure in the underlying data network. Confirmation by accepting the terms of use, you are stating that you agree to accept and be bound by all of the terms and conditions of this agreement. Do not proceed if you are unable to agree to the terms and conditions of this agreement. These terms and conditions constitute a legally binding contract between OceanWeb Ltd and the entity that agrees to and accepts these terms and conditions.

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Access to the session initiation protocol server ('sip server') is being provided on an 'as is' and 'as available' basis, and OceanWeb Ltd makes no representations or warranties of any kind, whether express or implied, with respect to user's access of the sip server, including but not limited to warranties of merchantability, non-infringement, title or fitness for a particular purpose. Further, OceanWeb Ltd makes no representations or warranties that the sip server or user's access thereto, will be available at any given time, or will be free from errors, defects, omissions, inaccuracies, or failures or delays in delivery of data. User assumes, and OceanWeb Ltd disclaim, total risk, responsibility, and liability for user's access to and use of the sip server.

AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

- (a) The Client must sign the 'Agreement for the provision of Goods and Services' for all VoIP Services. By this action, the Client confirms that they represent and warrant that all of the information stated in the Agreement is true and correct for the Vessel identified.
- (b) By signing the Agreement, the Client acknowledges and accepts the terms and will comply with Client obligations set forth therein.
- (c) The Company may suspend the service and terminate the contract immediately if the Client breaches any of the provisions of these terms and conditions, the Company's **terms of use** or the Company's **partner network terms and provisions of use**.
- (d) Fair usage policy applies for calling packages with inclusive monthly minutes.

SECURITY

- (a) You are responsible for keeping all your passwords secure, strong and confidential at all times. OceanWeb cannot accept any responsibility for unauthorised calls made on your account.
- (b) You should always set and use strong passwords, for example minimum 10 characters, mixed numbers, letters and characters and not easy to guess. Beware of using your details on public networks where your details may be stored or intercepted and if you use any kind of PBX or other VoIP hardware, you must ensure that its own passwords and those of any extensions are also secure and strong.

VOIP CALLING

- (a) Call destinations mentioned on Packages include mobile and landline destinations and exclude personal and premium rate numbers (unless mentioned otherwise).
- (b) Outbound calls and inbound calls to and from the PSTN network respectively, are limited to 2 (two) concurrent calls unless otherwise specified.
- (c) In the case of the user call records for outgoing PSTN calls, OceanWeb will allow online retrieval of all call records from the past 90 (ninety) days only.
- (d) Upon signing up for a this service a free incoming 0843 number is given to customers.
- (e) Price and availability information is subject to change without notice.
- (f) Emergency calls (999 or 112) are available with the service only once customers have registered a mainland UK address, excluding users located in the Isle of Man or Channel Islands.

MONTHLY SUBSCRIPTION AND PRICES

- (a) Subscriptions will be charged irrespective of use of the service.
- (b) The subscription fee will be issued monthly. It is your responsibility to ensure your payment details are accurate and up-to-date to ensure we receive payment on the due date. OceanWeb reserves the right to cancel your subscription if payment is not received every month.
- (c) Initial payment is for one month in advance and is non-refundable.
- (d) OceanWeb may suspend and / or disconnect your Services at its discretion. We will normally inform you before we suspend or



terminate your access to the Service.

(e) Any credit balance unused for 6 (six) months or more will be deducted from a user's account. Call credit purchased online is non-refundable upon use of service. Incoming numbers which have not been dialled within the last 6 months may be disabled.

(f) A £10 reactivation fee will be charged if a number has not been used (i.e. a call not successfully being answered by the endpoint, whether it is a VoIP device or diverted PSTN destination) within a 6 (six) month period.

(g) OceanWeb has the right to close/block accounts that we suspect to be fraudulent and proof of identification maybe requested to verify users.

(h) Any accounts which have not been used for 6 months or more may be suspended. We will normally inform you before we suspend or terminate your access to the Service. An activation fee may be charged to reinstate the account.

RENEWAL

To allow continued use the Company will automatically renew the Contract unless the Client provides a cancellation request in writing, giving **one months'** notice before the end of the month (following the minimum contract period).