

General Terms and Conditions ("GTC")

1 Definitions

- **"SF"** means the Subscription Form(s) for the supply of a specific service(s) and/or good(s), as well as:
 - The Supplier Service proposal countersigned for acceptance by the Customer is considered a SF;
 - The Customer's purchase order countersigned for acceptance from the Supplier;
 - web form on the Supplier's web portal duly filled by the Customer.
- **"STC"** means Specific Terms and Conditions, applicable to specific Services as therein specified; STC are part of the GTC and so any reference to GTC includes the reference to all STC.
- **"Customer"** means the legal entity better described in the SF and which executes the SF in order to
 - accept these GTC and
 - request to the Supplier the provision of one or more services according to these GTC (and relevant STC as therein specified).
- **"Supplier"** means Orbis Yacht Ltd with offices c/o AccountSCO - 1 Purley Place, Islington, N1 1QA, London, GB, Company Registered in England & Wales No. 09148529, in person of its authorized representative.
- **"Affiliate"**, referred from time to time to the Customer or to the Supplier, means any legal entity in which a Party, directly or indirectly, holds more than fifty percent of the shares and/or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.
- **"Agreement"** means the agreement for the supply of service(s) and/or goods, as defined in the SF and composed by the SF, these GTC, jointly with all its STC, annexes, schedules, attachments relevant of the Service ordered by Customer.
- **"Confidential Information"** means,
 - with respect to the information disclosed by the Customer: non-public market and business information, financial information, marketing and business plans and/or technical information; and
 - with respect to the information disclosed by the Supplier the technical information and documentation about the Service, hardware and software, including without limitation the following information regarding the services provided by the Supplier:
 - i. computer software (object and source codes), system designs, hardware designs;
 - ii. manuals, program listings, data structures, functional specifications, transponder and frequency data and listings; and
 - iii. product/service offerings, content partners, product/service pricing, product/service availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies.

In addition, Confidential Information of either the Supplier or Customer (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that

- i. the Disclosing Party or its representatives identifies as confidential at the time of disclosure, or
- ii. should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure,

including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

- **"Service"** means the Service(s) and/or the Good(s) that Customer has requested to the Supplier using one or more SFs attached to this Agreement and made a part hereof as regulated by these GTC and relevant STC .
- **"Remote"** shall mean the remote station designated on the SF, on land, or air or on a vessel, to which the Supplier shall provide the Service.
- **"Vessel"** shall mean the vessel corresponding to the Remote.
- **"Equipment"**, with respect to the Remote, shall mean the interconnection equipment (e.g. antenna, BUC, modem, router, cables, PBX, pc, server, set top box, access point) and all equipment and software which are used in connection with the Service. In case the Remote is on vessel, the Equipment shall be interpreted in accordance with article 1 letter I) of the 1999 International Convention on Arrest of Ship, which provision duly apply to the Agreement. If the Customer has also entered into a Lease Service with the Supplier then to the extent that the same equipment is covered by the terms of the Lease STC, the Lease STC shall prevail over any terms relating to Equipment in the Agreement.
- **"Demarcation Point"** shall mean, with respect to the Remote, the interconnection apparatus from and to which the service is provided (e.g. the LNB, the modem).
- **"Documentation"** means the Supplier's then-current technical and/or functional documentation which is delivered or made available to Customer with the Service.
- **"Supplier's Materials"** means any software, programs, tools, systems, data or other materials (including hardware) made available by the Supplier to the Customer prior to or in the course of the performance under this Agreement in relation to the Service, as well as any information, materials or feedback provided by Customer to the Supplier relating to the Service and associated hardware, software and documentation.
- **"Facilities"** shall mean teleports, ground stations and switching facilities used by the Supplier to provide the Service.
- **"Third Party Service Provider"** shall mean any other service provider(s) involved in full or in part in the Service provision, like satellite/4G/fiber/voice/media and others communications providers/network owners.
- **"Supplier POP"** shall mean the Supplier's Point of Presence in the heart station based in Lacchiarella and/or, in case of Service provided indirectly through Third Party Service Provider, the Third Party Provider's Points of Presence.
- **"Monthly Fee"** shall mean the monthly charge for the Service(s) provided by the Supplier corresponding to the SF(s) executed by Customer. Monthly Fee does not include any taxes or other governmental charges, including, without limitation, VAT, sales, use or privileges taxes. Whenever any such tax is deemed to be due, it will be added to the Monthly Fee and duly represented in the relevant invoice.
- **"Supplier Support"** means the Supplier's support offering made available to Customer, as stated in the applicable SF.
- **"Start-date"** shall mean the calendar day on which the Supplier activates the Service as specified in the Agreement. Should, for any reason whatsoever, the effective Start Date be delayed with respect the Start Date indicated in advance in the SF, the Supplier will notify in written the Customer about the effective Start Date once the Service will have been activated.
- **"End-date"** shall mean the last calendar day on which the Supplier provides the Service, as specified in the SF. Should for any reasons whatsoever the Service effective Start Date be delayed with respect to the Start Date indicated in advance in the SF, the Supplier will recalculate the End Date respecting the Service period agreed in the SF and notify in

written the Customer about the same once Service will have been activated.

- **"Service Period"** shall mean the period during which Service is provided, from Start-date to End-date.
- **"Service Plan"** shall mean the Service's parameters as designated in the SF.
- **"Coverage"** means the geographical area where the Service can be obtained for the Customer's designated Service Plan and, if no geographical area is specified, the maximum territory available for the Service.
- **"QoS"** shall mean Service traffic prioritization and limitation rules which the Supplier can set up on the Service, in order to guarantee a good Service level to all its customers. Specific QoS may be requested by Customer for each Remote.
- **"Use"** means to start using and/or continue using the Service thereby indicating unconditional acceptance of each and every part of the Agreement, including the terms specified in the SF for the Service, being understood and accepted that the Service can only be used according to the terms of the Agreement and by the Customer.
- **"Liquidated damages"** means the amount to be paid by the Customer should it terminate the Agreement before the End-date. Such amount is equal to the 98% of the Monthly Fees still to be paid by the Customer from the date of early termination to the End-date.

2 Purpose

These GTC together with its STC, annexes, schedules, attachments and SF regulate the relationship between the Supplier and the Customer arising out of the SF completed and signed by Customer and returned to the Supplier for the implementation of the Service.

The Supplier and the Customer may be each also referred to in the Agreement as a **"Party"**, and collectively, as the **"Parties"**.

3 Service provision

- 3.1 The Supplier will provide the Service to the Demarcation Point on the Remote during the Service Period as designated in the Service Plan.

The Supplier will be responsible for the on-going Service management and troubleshooting from the Supplier POP up to the Demarcation Point 24 hours a day, 7 days a week.

The Customer shall be responsible, and shall hold the Supplier harmless from any defect, failure or problem arising beyond the Demarcation Point, including all equipment (including routers and switches), cabling, software, configuration, and management.

The Customer shall, at no cost to the Supplier,

- i. provide lighting, electricity, lightning protection, telecommunications connections, civil works, and internal wiring;
- ii. manage the Customer's IP addresses, network security, voice network services beyond the Demarcation Point, desktop and laptop computer systems and private data network services and products.

If the Customer connects its own equipment to the Supplier's network, the Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Equipment, the Supplier's network, its suppliers' networks or any other services of the Supplier or its customers.

The Customer shall hold the Supplier harmless from any defect, failure or problem arising beyond the Supplier POP, including Internet network.

- 3.2 Coverage. In the event the Service is supplied to a Vessel, it is the Customer's responsibility to indicate in the SF to the Supplier the routes, with their timing, that the Vessel will follow during the Service Period.

Coverage maps for the Service, as provided by the satellite and others service providers, may be available in the SF. The Supplier

does not accept any liability for any loss that arises from inaccuracies within the maps to the maximum extent which is permitted by applicable Laws.

- 3.3 Network scheme. It is the Customer's responsibility to indicate in the SF the Satellite and IP network scheme which refers to the Remote and all other information which can be useful for the Service provision including, but not limited to, use of the service, traffic prioritization, etc.

In the SF the Customer declares its Service requirements like: QoS, traffic shaping, latency, protocol prioritization, etc.

- 3.4 Back door. The Customer shall provide at least one alternative internet link to the Remote, which will be used by the Supplier's "Customer Care" for Service's troubleshooting. It is understood that, if this alternative internet link is not supplied, the Service support may not be guaranteed as per the agreed SLA (Art. 13)

- 3.5 Lay-up option. No Lay-up option is permitted unless otherwise specified in the SF.

- 3.6 Fair Access Policy. In case of data transmission services, to ensure that all Customer have equitable access to the Service, Supplier may implement a fair access policy ("FAP") on the Service.

Customer agrees that Supplier has the right to monitor the data transmission networks for upload and download activity that causes disruption of data transfer rates and poor performance of the Service. If Customer performs upload and download data activity that is excessive and contributes to the disruption of the Service, Supplier is authorized to temporarily limit the transfer rate. Excessive use shall be determined by Supplier in its sole discretion, based on the limits associated with each Customer's Service Plan and pro-ratio of network capacity of all Customers simultaneously using the network at any point in time. For fixed rate plan subscribers, excessive use includes but is not limited to the use of web cameras, media streaming, peer to peer file sharing, gaming software applications and excessively large file downloads or uploads.

4 Change in service

The Supplier can at its sole discretion change any network/satellite/Other Service Provider used to supply the Service with exception of Satellite Service provided to a Remote on land.

The Customer can change or replace the Equipment described in the SF only in the case of hardware failure and upon obtaining the prior written consent of the Supplier. The Customer shall be responsible for any form of malfunction due to the repositioning of the Remote or other Equipment in places other than those stated at the time of their installation.

The Customer may ask to upgrade his Service at any time during the Service Period by sending a written notice to the Supplier identifying the desired new Service Plan. The Supplier will make all reasonable efforts to process the new Service Plan requested, within 7 working days of receipt unless differently specified in the SF. The new Service Plan will take effect as of 00:00:01 CET on the next calendar day after the Supplier has completed the update. For billing purposes, the Supplier will pro-rate charge the Customer's Monthly Fee for the upgraded Service Plan. The upgraded Service shall last for a minimum of 1 (one) month, unless otherwise agreed.

5 Affiliates' use

Affiliates' Use of the Service, Documentation and other Supplier's Materials unless permitted in writing by the Supplier shall be regarded as a breach of the Agreement terms by Customer. The Service shall not be used in relation to affiliate's or subsidiary's business operations and affiliate or subsidiary shall not receive any support services under this Agreement, unless otherwise agreed to in writing by the Parties.

6 Remote support

If the Remote is installed on a Vessel, in order to implement, maintain, control and assist the Remote, the Customer shall

provide the Supplier (and/or its maintenance crew) with remote access to an on-board personal computer connected to the Remote and possessing at least the following features: a MS Windows 10 or more recent MS operating system, administrator privileges and connection to the modem/server/router through which the Service is used. It is understood that at its sole discretion, the Supplier may install any software in the abovementioned personal computer useful to run the above activity. To fully benefit from Remote assistance, the Customer undertakes to make this personal computer available to the Supplier with all the required software/hardware listed above.

7 Authorizations

The Customer is solely responsible for requesting in due time and at its own expense the filing and executing of any and all administrative documents and authorizations which are or appear to be mandatory due to applicable Laws, Statutes or Regulations for the installation of the Equipment as well as for the activation of the Service thereby indemnifying and holding harmless the Supplier of any liability as to the same. Furthermore, the Customer shall also be exclusively responsible for obtaining directly and at its own expense any further authorizations for the installation of the Equipment, such as, without limitation of the foregoing:

authorization and approval of any condominium ownership, authorization of the competent authorities, and right of way.

8 Terms of payment

8.1 The Customer shall pay the Supplier the Monthly Fee as stated in the SF, via bank transfer. All costs related to the execution of the bank transfer are for the Customer's account, as the Monthly Fee is considered net of these costs.

The Supplier shall transmit to the Customer an invoice for each monthly period. The Supplier shall receive the payment from the Customer at the due date indicated on the invoice.

Customer acknowledges and accepts that, during the Service Period the Supplier has the right to issue an invoice and collect payment even without a corresponding usage of the Service provided

8.2 The Parties agree that the Service provided under this Agreement is a supply of necessities and any default of any sums due, will arise in a maritime claim including a right of arrest the Vessel and the Supplier being able to exercise a contractual lien over the Vessel.

8.3 In case of failure of full or partial payment of an invoice, the amount due shall immediately bear interest starting from the day following the date in which the invoice is due, at the applicable rate for overdue payment as provided by Directive 2000/35/EC, as implemented in Italy. Such interest shall accrue on a daily basis from the due date, until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.4 The Supplier may, at any time and without notification, suspend the Service in the event of a delay in the Customer's payment of the relevant invoice.

8.5 In the event of failure of payment for more than 10 (ten) days, the Supplier shall have the right to terminate the Agreement and the Customer will be liable for a sum equal to the Monthly Fees, interest and any other charges which are outstanding at the date of termination as well as for the Liquidated Damages

8.6 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding on the part of the Customer (other than any deduction or withholding of tax as required by law and duly evidenced in the relevant invoice).

8.7 In the case the Service is provided on a Vessel, the Customer shall notify the Supplier immediately in writing upon eventual Vessel disposal, including but not limited to any sale, loss, or constructive total loss. In that case Customer shall remain liable for the fulfilment of the Agreement.

8.8 In case Supplier and Customer agree to use a credit card as payment method, Customer authorizes Supplier to automatically charge Customer's credit card in a manner consistent with Supplier's invoices.

8.9 In no event a Customer deposit will substitute the due payments.

8.10 Taxes. Fees and other charges described in this Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to the Supplier prior to the execution of this Agreement. If the Supplier is required to pay Taxes which shall be due and payable by the Customer, the latter shall reimburse the Supplier for such amounts. Customer hereby agrees to indemnify the Supplier for any Taxes and related costs, interest and penalties paid or payable by the Supplier.

8.11 Credit Approval and Security Deposit.

Credit Approval. Customer is subject to credit approval and hereby consents to the Supplier obtaining Customer credit information from trade references and credit reporting agencies, and such other sources as the Supplier deems necessary or appropriate.

Security Deposit. Based on this information and other factors the Supplier deems relevant to Customer's creditworthiness, including without limitation Customer's payment history and/or usage patterns, the Supplier requires the Customer to provide a security deposit or other form of payment guarantee. Such deposit shall be subject to increase or decrease as Supplier deems necessary (including based upon unusual or excessive usage) and shall not accrue interest unless required by law. Such deposit is not a credit against any payment obligations. Supplier will refund Customer's deposit upon termination of this Agreement, as applicable.

No Waiver. Customer may receive Services prior to completion of a credit review or security deposit request. In providing Services, the Supplier's does not waive its right to demand a security deposit or complete a credit review. Supplier reserves its right to suspend or discontinue Services should Customer not timely satisfy Supplier's security deposit demand.

9 Execution of the agreement and termination

9.1 Proposal/Execution. Further to the appropriate request of services to the Supplier by its website and/or commercial agents, Customer shall receive a copy of this Agreement in hard copy (paper) or electronic form, the latter at the customer e-mail registered with the Supplier or at the Supplier's web portal (the "Proposal"). The Proposal shall be ready for execution by Customer and shall contain all required elements and economic/commercial terms of service, as appropriate.

The Proposal may be composed only by the SF, where the SF refers to:

- GTC already signed by the Parties or
- GTC available at the Supplier's web site.

9.2 To execute the Agreement, Supplier will propose and Customer shall use one of the following alternative methods:

9.2.1 sending an electronic pdf copy of the Proposal, executed in writing or with an electronic signature valid in European Union as per EU Regulation 910/2014 by its authorized representative to the Supplier using the e-mail address salesadmin@orbisyacht.com. The Proposal shall include every part and annex of the Agreement as well as a copy of a valid and current ID document of Customer's authorized representative and proof or certification that the person signing is the Authorized Representative. The Proposal shall be sent from the e-mail address stated in the SF as valid for Customer; or

9.2.2 using a third-party e-signature platform provided by the Supplier following the instructions provided and the URL indicated by the Supplier in the e-mail or documents

delivered along with the Proposal by the Supplier. The use by the Customer of the third-party e-signature platform indicates that the Customer represents and warrants that it has ascertained that in its Jurisdiction e-signature as provided by the Supplier is legally binding and to ensure unconditional acceptance of the Proposal and, even if not considered binding by Law, warrants to the Supplier unconditional acceptance of the electronic signature therein provided as a mean to express valid consent to the Proposal and use of e-signature logs and consents to the use of relevant files and vis-à-vis third parties with full waiver to all relevant exceptions as proof in Court of its acceptance. If Customer, for any reason, does not believe the third-party e-signature platform to be able to validly execute the Proposal, Customer should refrain from using the third-party e-signature platform or web platform as a means of signature and/or contract execution and use the procedure hereafter at 9.2.3, 9.2.4 or 9.2.5; or

9.2.3 sending an executed paper copy of the Agreement, together with all the relevant requested documents by international registered mail, at the address of the Supplier; or

9.2.4 executing the Agreement in a pre-scheduled meeting where the authorized representatives of the Parties are both present at the same time and directly execute two copies of the Agreement, one per Party; or

9.2.5 Web portal
Executing the Agreement through a web platform provided by Supplier at a URL and following instructions indicated in a specific e-mail by Supplier (the "Platform Access Instructions"); Customer shall so access the Supplier's web portal following the instructions provided and the URL so indicated by the Supplier in order to file in the Supplier systems a direct request for a Service. On the Supplier's web platform, Customer and Supplier, each for their own competence, will fill the relevant information regarding the Remote and the Service Plan through a dedicated web form which Customer, by initiating the use of the web platform following the Platform Access Instructions agrees to consider valid and binding to form a contract with Supplier, thereby waiving any and every exception thereto and agrees to consider the logs of the Supplier Platform as valid proof of contract. If Customer does not agree with the terms of this article 9.2.5, Customer shall not initiate use of the Supplier Platform.

The execution of the Agreement takes place once the Customer will have duly filled the web form with the relevant information and the Supplier will have confirmed, always through the web portal, the Service acceptance. The customer may print a copy of the web form for its record and the Supplier shall send to the Customer an email confirming the order acceptance.

9.2.6 It is understood between the Parties that, notwithstanding the selection of a different method of execution of the Agreement among the ones described at art. 9.2.1 to 9.2.5 above, the Supplier may at any time request the Customer to send, by registered mail, an executed paper copy of the Agreement and, if such copy is not received within 15 days, the Supplier may terminate the Service. It is also understood that the Supplier may refuse to validate and approve any Proposal sent by Customer, in case of provision of incorrect, invalid, false and/or non-coherent data or documents provided by the Customer itself. Regardless of the method of execution chosen by the Customer among the ones described at art. 9.2.1 to 9.2.5 above, it is understood that the Agreement, inclusive of all the relevant GTC and SF and any annex, shall become effective as of the date in which Customer receives in its mailbox a Supplier mail or e-mail

confirming that the Supplier has received, executed and accepted the Proposal.

9.3 Term and Termination. the Agreement shall continue in effect until the End Date indicated in SF, unless renewed as per renewal terms provided in the relevant SF or terminated upon the earliest to occur of the following:

- (i) thirty days after Customer gives Supplier written notice of Customer's intention to terminate this Agreement, for any reason;
- (ii) ten days after the Supplier gives Customer written notice of the Agreement (or any case of Customer breach of which results in immediate termination under the Agreement), including Customer's failure to pay any money due hereunder, unless Customer has cured such breach during such ten day period;
- (iii) the Customer repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- (iv) immediately if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

For the avoidance of any doubt, unless otherwise and expressly provided by the SF of the specific service, termination of the Agreement shall strictly apply to this Agreement, its annexes, SF, schedules, addenda and order documents; any partial and/or early termination of this Agreement by Customer shall not be permitted in respect of any part of this Agreement, its SF, appendices, schedules, addenda, order documents.

In case of termination under this art.9.4, while the Supplier may immediately cease its Service, the Customer will remain liable vis-à-vis to the Supplier for any unpaid fees for Service supplied and for the Liquidated damages.

In case the SF consider the Automatic Renewal option, upon the expiration of the original term or any renewal term, the Agreement shall be renewed automatically for succeeding terms corresponding to the Service Period, unless either party gives written notice to the other the intention not to renew, respecting the following notice period:

- 60 days in advance of each renewal term, in case of Service Period greater than 6 months
- 30 days in advance of each renewal term, in case of Service Period greater than 1 month
- 5 days in advance of each renewal term, in case of Service Period greater than 5 days.

9.4 Suspension. In case the Customer fails to comply its payment obligation, in full or in part, the Supplier may discretionally choose not to terminate the Agreement as per art.9.3 above and to suspend the Service until payment is received and any other breach is cured.

The Supplier shall also have the right to suspend the Service in order to protect the general conservation and operation of the Service, carrying out analysis, tests and maintenance either directly or indirectly; in such cases, the Supplier shall endeavor to provide the Customer with written notifications of such suspensions, and shall use its best efforts to plan and carry out such actions in order to minimize and/or avoid any disruption of the Service.

If notified of a planned suspension of the Service, the Customer shall refrain from using the Service during the suspension period. It is understood that the Supplier shall have each and every right to temporarily reduce the Service level and/or quantity or temporarily discontinue one or more components of the Service in case of Breakdown events, in accordance with art.9.6 below. In addition to the foregoing, the Supplier shall have the right to temporarily refuse the Customer the use of its Service in case the Customer behavior endangers the integrity of the Service itself,

- or causes interference to other users of the same Service or the Supplier has any reason to believe that the Service are used, or could be used, in a way which would prompt complaints against the Supplier. Under no circumstances shall the Supplier be liable for direct or indirect damages incurred by the Customer, as a result of suspension of the Service due to any reason above described. The occurrence of a Suspension shall not constitute a breach of the Agreement, and it will not be considered an Interruption or a Breakdown, as described below.
- 9.5 Interruption: The Service provided by the Supplier under the Agreement shall be considered interrupted when it cannot be used in any way for a period of 30 (thirty) or more consecutive minutes and under the condition that the Customer provides, within 24 hours since the suspension has ceased, a written notice of the unavailability of the Service to the Supplier, specifying the duration of the Interruption Period, as detailed in this art.9.5. Upon receipt of such written notification, the Supplier shall verify and measure the Interruption Period, under the condition that the interruption is proved by a detailed output log provided by the relevant service carrier (e.g. satellite or fiber operator), and that the Customer fully complies with all instructions given by the Supplier with regard to the discontinuation or continuation in using the Service. The Interruption shall be considered to be at an end as soon as one of the following situation occurs:
- (i) the Customer restarts using the Service; or
 - (ii) the Supplier sends to Customer a notification that the Service is available.
- It is understood between the Parties that an Interruption Period is not taken into consideration in case of:
- (i) Force Majeure/impossibility to deliver Service as per art.9.7 below,
 - (ii) Fault, negligence or any other action of the Customer as per art. 11.1 below,
 - (iii) Third Party Service Providers liability as per art. 11.3 below and
 - (iv) Suspension of Service as per art.9.4 above.
- The Supplier shall provide the Customer the confirmation of the interruption as soon as possible, after the end of the Interruption Period.
- 9.6 Breakdown: If the Service suffers an Interruption period of at least 48 (forty-eight) consecutive hours confirmed by the Supplier, it shall be considered to have suffered a Breakdown. If a Breakdown is confirmed by the Supplier, the latter may, at its complete discretion, either reactivate the Service or offer the Customer the Service via alternative channels and/or suppliers. Safe in the case of Lease Service, if the Supplier does not reactivate the Service after a confirmed Breakdown of more than 10 (ten) consecutive days, either Party shall be entitled to terminate the Agreement without any direct/indirect liability to the other Party save for pro-quota reimbursement of any fee already paid for the remaining contract term. It is understood between the Parties that the right to termination described into this art.9.6 does not apply where MT is taking steps to reactivate the Service and the Breakdown of 10 (ten) consecutive days or more arises from the difficulty the Supplier has in accessing the Customer appliances, devices and/or Vessels.
- 9.7 Force Majeure/impossibility to deliver Service: the Supplier will have the right to terminate the Agreement if the provision of essential services and technologies by external suppliers for any reason ceases ensuring sufficient technical standards or essential resources and services become unavailable without the possibility of a substitute or in case of force majeure events (e.g. earthquakes, floods, black-outs, conflicts, order of administrative authorities, law/regulation changes, etc.) which severely and/or permanently prejudice the technical structures of the Supplier or otherwise essential to deliver Service. In such case(s) of termination by the Supplier, the Supplier will reimburse the Customer pro-quota of any paid fees relevant to the period in which the Supplier has no longer been able to provide the Service and, to the maximum extent allowed by applicable Legislation, will not be liable for further sums.
- 9.8 End of Term Duties. Upon any termination hereunder, Customer and its duly authorized Affiliates (in accordance with art.5 of this GTC) shall immediately cease Use of all Supplier's Materials and Confidential Information. Within thirty (30) days after any termination, Customer shall irretrievably destroy or upon Supplier's request deliver to the Supplier all copies of the Supplier's Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to the Supplier in writing that it has satisfied its obligations under this art.9.8. Customer agrees to certify in writing to the Supplier that it and each of its Affiliates has performed its obligations as set for under art. 5,8,9,3,10,11,12,16 and 14 shall survive such termination. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.
- 9.9 Termination by Supplier: for satellite based services, should the supplier of the satellite frequency withdraw the satellite used for the Service, or no longer make it available, the Supplier shall have the ability to terminate the Agreement. In this event, the Supplier shall reimburse the Customer any part of the Monthly Fee the latter has paid for the period following the date of termination of the Agreement.
- The Supplier shall also be entitled to terminate this Agreement in the event that
- (i) failure of Customer's payment for more than 10 (ten) days
 - (ii) the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so
 - (iii) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement
 - (iv) the Customer has gone into liquidation or has been declared insolvent by a competent Court.
- Should one of the above-described situations occur, the Supplier shall have the ability to
- (i) require the Customer to pay the Liquidated damages
 - (ii) state that any amounts owed by the Customer are immediately due and collectable, including the Liquidated damages
 - (iii) hold any of the Customer's equipment, material or non-material goods hosted in the Supplier's facility, until the full execution of the Customer's obligation
 - (iv) contact the Customer's end customers to make them aware of the situation in order to preserve the Supplier's reputation.
- 10 Third party claims**
- Infringement. The Supplier shall not be in any way directly or indirectly liable for any third party claim resulting from:
- (i) Customer's Use of the Service, in contrast with the terms and conditions of the Agreement and/or which constitutes a violation of applicable Law or third party rights (e.g. rights to use frequencies, network resources, copyrights, etc.);
 - (ii) use of the Service with an apparatus other than Equipment;
 - (iii) failure to promptly comply with the Supplier's instructions regarding the use of the Service or security, if such infringement or misappropriation could have been avoided by prompt compliance; or
 - (iv) any use not permitted by the Agreement.

11 Limitations of liability

- 11.1 Not Responsible. The Supplier and its Affiliates will not be responsible under the Agreement to the fullest extent permitted by applicable Law
 - (i) if the Service is not used in accordance with the Documentation and other written instructions by the Supplier; or
 - (ii) if the defect or liability is caused by Customer or third-parties without express authorization of the Supplier; or
 - (iii) if the Service is used in conjunction with any third party contents, software or Service for which Customer lacks sufficient rights from the third party vendor for such use or that are contrary to applicable Law;
 - (iv) in case of force majeure events which cause suspension or interruption of Service;
 - (v) for any Customer activities not permitted under this Agreement or performed without due authorization by competent Authorities.

11.2 Under no circumstances and regardless of the nature of any claim shall the Supplier or its partners be liable to each other or any other person or entity for an amount in excess of the paid fees for the Service directly causing the damages or be liable in any amount for consequential or indirect damages, loss of good will or profits, work stoppage, data loss, satellite/computer failure or malfunction, attorneys' fees, court costs.

11.3 Third Party Service Providers: The Supplier will not be responsible for, and the full Monthly Fees will continue to be payable by the Customer, if the Service is unavailable due to issues that affect the satellite capacity provider, including but not limited to, a Suspension caused by satellites other than those used in providing the Services.

In particular, it is understood between the Parties that the Service offered by the Supplier to the Customer under the Agreement might be partially or totally based on services, networks, devices, systems and/or appliances provided by third parties, therefore the Supplier shall not be liable for any claims or damages arising for any such services, networks, devices, systems and/or appliances, or the actions/inactions of the relevant third parties involved therein. The Supplier shall not be liable for any fault, negligence or other action enacted by the Customer with regards to the Service provided under the Agreement. In particular, the Supplier shall not be liable for any claims or damages arising from inherently dangerous use of the Service.

Subject to the exclusion of damages stated in this article and with respect to Third Party Service Provider, under no circumstances and regardless of the nature of any claim shall the Supplier or its licensors be liable for an amount in excess of the paid Service fees for the third party satellite/service directly causing the damages. Also, in no event shall the Supplier or its licensors be liable to the Customer or any other party for special, consequential, incidental or punitive direct or indirect damages including, without limitation, loss of use, profits, revenue or goodwill.

12 Warranties

12.1 The Supplier makes no warranties, express or implied, with respect to the Service provided (as specified in the SFs), including, without limitation, fitness for a particular purpose or use. In no event the Supplier shall be deemed liable to the Customer or to any other party for special, consequential, incidental or punitive direct or indirect damages including, without limitation, loss of use, profits, revenue or goodwill.

12.2 The Supplier or its licensors will in any event not be held responsible for the transmitted data, or broadcast contents, through the Services and for any legal, commercial or other consequences resulting from transmitting any kind of data or broadcasted contents.

12.3 It is understood that the fulfilment of all the obligations and administrative duties necessary for the activation of the Service

depends on the Customer who shall also obtain, at its expense, further authorizations and/or permits for managing its activity.

12.4 The Customer undertakes and warrants to duly comply with all laws and secondary norms, national and international governing the implementation and interpretation of the Agreement. To this end, the Customer undertakes to obtain and maintain all licenses and operating authorizations necessary for the Equipment and its use, committing to strict compliance with existing legislation in its flag State as well as in any other country's territorial waters/air contiguous zone and exclusive economic zone and international waters that the Remote enters.

The Customer will send a copy of each license obtained to the Supplier and will inform the Supplier of any changes that the license/authorization should suffer for any reason.

The Customer will promptly inform the Supplier of any communication or notice received by any authority or body which can result in changes of territorial jurisdiction, limitation or revocation of licenses and/or authorizations.

The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents, contractors, clients and the Customer undertakes to indemnify and hold harmless the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

Should Customer deem that any use or envisaged use of the Service could determine infringement of applicable Law and/or third party rights, Customer should timely notify the Supplier in writing and seek a solution together with the Supplier to avoid such infringement. Also, should Customer have information about any potential or actual claim by third parties related to the Service and/or if Customer fails to timely notify the Supplier in writing of any such potential claim, to the extent that the Supplier is prejudiced by Customer's failure or delay in providing such notice, Customer shall entirely bear the consequences of such infringement.

12.5 The Customer shall indemnify and hold harmless the Supplier and its Affiliates, agents, employees and contractors against any direct or indirect actions, responsibilities, damages, losses or expenses (including legal expenses) due to disease, death or personal injury and/or damage to property, both personal and real, intellectual and non-intellectual, which could result from acts and omissions, both intentional and negligent, by the Customer, its officers, employees, agents, contractors, clients.

In particular, the Customer undertakes to defend, relieve, indemnify and hold harmless the Supplier against any causes, responsibilities, losses, costs, sanctions, penalties or damages, including legal expenses, arising or resulting in connection with, both directly and indirectly, from any data transmitted or with any content broadcast by the Customer or the Customer's officers, employees, agents, contractors, clients that is in any way considered illegal or inappropriate.

The violation by the Customer of any of the obligations hereby established will entitle the Supplier to interrupt the Services without notice and to terminate the Agreement as per clause 9.3 (ii).

12.6 Limitations of any Emergency Service. Customer acknowledges that the Service may not support emergency distress or communications and Supplier is under no obligation to provide any emergency referral service under the Agreement. In the event that a form of emergency referral service is available, then in addition to the other limitations provided herein, Supplier's employees, directors, officers or agents, including any third-party provider of such referral service, have not liabilities for any damages in a civil action or subject to criminal prosecution resulting from death, injury, or loss to persons or property incurred

by any person in connection with establishing, developing, implementing, maintaining, operating, and otherwise providing wireless emergency referral services, unless such damage or injury was caused by the intentional misconduct of the above described entities/individuals. Further, in the event that Supplier provides an emergency referral service at any time in any location, there can be no assurance that such service may be available at other times or in the same or other locations. Customer acknowledges that when calling any such emergency service, Customer's location may not be known automatically by the operator answering the emergency referral call and the effectiveness of the service will depend largely on the accuracy of the information provided by Customer, including without limitation information concerning Customer's location. Customer must provide the operator specific information identifying Customer's location.

12.7 The provisions of this Agreement allocate the risks between the Supplier and Customer. The fees agreed between the Supplier and Customer reflect this allocation of risk and the limitations of liability herein.

13 Support service level agreement

13.1 The Supplier's Customer Care ("CC") shall manage provision, maintenance and assistance of the Service as described in this art.13.

13.2 The Customer can request CC for assistance at contact points provided by the Supplier. The diagram below shows the assistance stages.



The Customer will be able to follow the progress of its request(s) through a ticketing system provided by the CC, and interact with CC regardless of the contact channel chosen for the initial request.

13.3 Service Provision: requests for activation of new Services/change of Service must be processed using documentation that has been duly completed and signed by the Customer, as per art.9.1 and 9.2 above (Execution of the Agreement).

In order to guarantee the quality and accelerate the provisioning process (Line Up, Option File Requests, Hardware Replacement, Upgrades and Technical Changes), the Supplier adopts the 5-step process described in the diagram below:



The Service activation date shall be agreed by the Parties and it must not be earlier than 48 hours after the activation request. It is also subject to the Customer provision of all required information for the provision of the Service.

13.4 Service assistance: Customer requesting assistance with regard to the Service shall be able to contact the Supplier at one of the contact points described at art.16.5 of this GTC, detailing the reason for the request, Equipment specifications/IDs and any other relevant identification codes to univocally identify the Service and relevant devices involved.

In the event of urgent requests for assistance, the Supplier strongly advises its Customers to contact CC via phone.

For each assistance request, the CC creates a ticket (the "Ticket"). CC shall assign a ticket ID to the request for assistance and the Parties shall quote the Ticket ID in any further communications about the relevant issue.

In particular, during e-mail exchanges between the Customer and CC relative to a Ticket, the Customer shall always write to the email address indicated in the contact points, mentioning the ticket ID issued by the Supplier in the e-mail subject line. This procedure is essential in order to enable the Ticket management platform to manage Customer's e-mails. The Supplier does not

guarantee, and the Customer accepts, that e-mails sent to the Supplier's staff without following the above instructions, or not including the ticket ID in the subject line, will be correctly processed.

The Supplier shall take charge of the Ticket by evaluating the priorities of all the support requests filed to CC and the Service Plan subscribed by the Customer in the SF.

The Ticket will be managed according to the Support Plan which the Customer has applied to in the SF.

The Support Service Level Agreement (the "S.SLA") defines the time in which a new Customer's assistance request is taken into account from CC.

The Support Key Performances Indicators (the "S.KPI") measure the average time in which a new Customer's assistance request is taken into account from CC.

S.SLA and S.KPI applies to each Support Plan as per the following table:

| Support Plan | S.SLA | S.KPI |
|--------------|-------------|------------------------------------|
| TOP | <30 minutes | 70% of monthly request <15 minutes |
| Premium | <4 hours | 70% of monthly request <30 minutes |
| Standard | < 24 hours | 70% of monthly request <8 hours |

13.5 Escalation Procedures: In the event of difficulties in handling the request as indicated, there are 2 levels of escalation within the Supplier.

Level 1: Appropriate account manager

Level 2: Supplier's Management.

If no response or an unsatisfactory level of assistance is received from CC, the appropriate account manager can be contacted directly and/or at contact points provided by the Supplier.

If no response is received from the account manager for more than 24 hours, a request should be submitted to the Supplier's management at the Contact Points provided by the Supplier at art.16.5 below.

14 Confidentiality

14.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form, except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party:

- a. shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and
- b. shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein or as may be required by law or by any legal or regulatory authority.

As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

14.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:

- a. is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information;

- b. has become generally available to the public without breach of this Agreement by the receiving party;
- c. at the time of disclosure, was known to the receiving party free of restriction; or
- d. the disclosing party agrees in writing is free of such restrictions.
- 14.3 Confidential Terms and Conditions; Publicity. Customer shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party. Neither Party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However the Customer agrees, unless differently specified in the SF, that the Supplier and its Affiliates may reasonably use the Customer's name, including Customer's trademark, logo including any associated registered design, and any pictures containing the Customer's intellectual property which the public associates with the image and brand of customer for the Supplier's marketing purposes including but not limited to use on the Supplier's website, in brochures and public/company events. The Supplier will make reasonable efforts to avoid having the reference activities unreasonably interfere with Customer's business.
- 15 Assignment**
- Customer shall not, without Supplier's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under the Agreement, or the Supplier's Materials/Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. The Supplier may assign the Agreement to any of its Affiliates.
- 16 General provisions**
- 16.1 Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- In case of discrepancies between this GTC and the terms in the SF, the terms in the SF will prevail.
- Any amendment to the Agreement can only be made in writing, signed by the Parties.
- 16.2 No Waiver. If either party should waive any breach of any provision of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 16.3 Regulatory Matters. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service, Documentation or other Supplier's Materials by Customer and/or its Affiliates.
- 16.4 Governing Law; Limitations Period and Jurisdiction. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of England, without reference to its conflicts of law principles. English law, rules, regulations shall prevail and govern in case of any conflicts between these and foreign law, rules, regulations, with the sole exception of the definition of "Maritime Claim" under article 1 letter (l) of the 1999 International Convention on Arrest of Ship, which shall be applied to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties shall make every effort to settle possible disputes in an amicable manner. If an amicable solution is not possible, the claiming Party shall initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when the claiming Party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). The Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in London, Great Britain, in any dispute arising out of or relating to this Agreement.
- 16.5 Notices and Communications. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of the Parties at the addresses first set forth in the SF, or here below if different. This requirement can be met by facsimile transmission, exchange of letters or other written form, including email. Any notices that effects the Agreement shall be in writing and will be effective if sent to the other party by registered mail, by e-mail from the registered Customer address to salesadmin@orbisyacht.com or by written letter by registered mail to the following address:
- Supplier
Orbis Yacht Ltd
c/o AccountSCO - 1 Purley Place, Islington
N1 1QA, London
GB
- Customer
As per address and email address stated in the SF.
- The addresses listed in the Agreement have been agreed for this purpose and each Party can changed his address at any time, through written communication to the other Party.
- Customer is solely responsible for keeping Customer's account information with Supplier up to date. Customer's failure to promptly provide Supplier with accurate, complete and updated account information in writing shall constitute a material breach of this Agreement, and may result in the immediate termination or suspension of this Agreement Supplier as per art.9.3 (ii).
- 16.6 Force Majeure. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement (other than the payment of amounts due hereunder) if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Agreement by giving 14 days' notice to the affected party.
- The party affected by an event in accordance with this clause shall:
- as soon as reasonably practicable after the start of the force majeure event, notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and the effect of the force majeure event on its ability to perform any of its obligations under the Agreement; and
 - use all reasonable endeavors to mitigate the effect of the force majeure event on the performance of its obligations.
- 16.7 Entire Agreement. The Agreement constitutes the complete and exclusive statement of the agreement between the Supplier and the Customer, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. The Agreement may be modified only by a writing signed by both parties. Signatures sent by electronic means (facsimile, e-mail, web portal) shall be deemed original signatures according to art.9.2 above. The Agreement does not create any partnership, joint venture or principal-and-agent relationship, nor authorize any party to make or enter into any commitments for or on behalf of any other party.
- 16.8 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of the Agreement:

- (i) the SF;
- (ii) the STC sections part of GTC;
- (iii) the GTC.

VSAT SPECIFIC TERMS AND CONDITIONS

1 Specific definitions

These STC are part of the GTC and are applicable to VSAT service (hereinafter also referred to as the "Service").

In this STC, the following specific definitions apply to the Service here regulated.

"**Monthly Fee**" shall mean the Monthly Fee as above defined, applicable to VSAT Service.

"**Satellite Capacity Provider**" shall mean the organization(s) that owns, operates and/or accesses the satellites on which the Supplier procures capacity as necessary to fulfil its obligation to provide the Service to the Customer.

"**MIR**" shall mean maximum information rate. It represents the maximum speed of the Service which the Customer can expect. Access to the MIR depends on network congestion, therefore the Supplier cannot guarantee that the Customer can reach the MIR.

"**CIR**" shall mean committed information rate. It represents the minimum speed of the Service which the Customer can expect.

"**MTVD**" is the traffic volume per day that the Customer can expect. It is computed in Mega Bytes ("MB") from the following formula: CIR (in Mbps) x 3,600 seconds x 24 hours x 0.125. The Supplier guarantees that the Customer can access both the CIR and MTVD, in the event the Remote generates this traffic on the Service.

Service Provisions

Further to the provisions of art. 3 of the GTC, the following will apply to the Service:

2 Transmission and capacity

The Supplier shall assign to the Customer's Remote the capacity indicated in the Service Plan. The provision of the Service, including any upgrade sought by the Customer, may be subject to the availability from Other Service Providers. 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, environmental conditions and Force Majeure.

The Supplier shall have sole discretion for the selection of the satellite systems and facilities used to provide the Service. Unless in case of Service provided to a Remote on land, the Supplier can at its sole discretion change the satellite used to supply the Service.

The Supplier does not accept any liability for any loss that arises from transmission and capacity limitations to the maximum extent which is permitted by applicable Laws.

Customer acknowledges that the prices for the Service may include both monthly fixed fee for data transmissions up to a maximum ceiling and additional fee for data transmissions in excess of the monthly maximum limit, as per what specified in the SF.

3 Transmission performances

The Supplier cannot guarantee the performance of the Service used to connect devices beyond the Demarcation Point since performance beyond the Demarcation Point is under Customer's control and out of the Supplier's control.

The Service performance will therefore only be validly measured on the route between the MT POP and the Demarcation Point (e.g. Speed test and latency services based on the Customer's premises or on internet POP's will not be considered as an accurate measure of the connection speed and latency, as

many factors can cause a slowdown which are not attributable to the Supplier). The supplier will, upon Customer request, provide a specific tool to measure Service performances.

In particular, the Service speed defined in MIR and CIR depends on the usage of the Service made by the Customer; it is understood that, if the Customer does not generate IP traffic on the service, the measured Service speed might appear lower than the expected speed. It is understood that the only Service speed and latency measurement tools are the ones provided by the Supplier as well as any other Service measurement tools required by the Customer that are approved by the Supplier.

Fluctuations and variations in speed and transfer rates. Given ongoing changes to satellite and terrestrial technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates is not currently feasible. Data rates may vary in different regions and conditions. Customer may experience different data rate of the subscribed data rates. Customer acknowledges that, from time to time, the Services may intermittently encounter variations in data transfer rates because of factors which may include but are not limited to the time of day and congestion on the Internet and/or network as a whole, Customer's own network configuration and usage patterns, and maintenance and upgrade procedures or repairs which the Supplier and/or Third Parties Service Providers, including its satellite operators, may undertake from time to time, including grooming or transition of satellites.

4 General conditions

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 16.8 of the GTC regulates any inconsistency, conflict and/or discrepancy.

LEASE SPECIFIC TERMS AND CONDITIONS

1 Specific definitions

These STC are part of the GTC and are applicable to equipment renting or lease service (hereinafter also referred to as the "Lease Service").

In this STC, the following specific definitions apply to the Service here regulated.

"**Equipment**" shall mean the Equipment as above defined, applicable to the Lease Service.

"**Rental Period**" shall mean the period during which the Lease Service is provided, from Start-date to End-date.

"**Warranty**" shall mean the Equipment warranty terms and conditions described in the SF

2 Service Provisions

Equipment Lease. The Supplier shall lease the Equipment to the Customer for the set period on time and for the set payment terms. The Equipment is specifically provided for use on the Remote for the services subject to the terms and conditions of the Agreement, or others Agreements in between the Parties. The Supplier shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

Inspection Repair and Replacement. The Supplier shall within a reasonable time (taking into consideration the availability of technicians or other necessary personnel and the location of the Equipment) inspect, repair and (if in the Supplier's view replacement is necessary) replace the entire Equipment or items that make up part of the Equipment when a problem with the Equipment disrupts the Equipment's functionality, as per the Warranty. The Supplier's obligation to inspect, repair or replace under this clause will only apply in the event that the need for a repair or a replacement does not arise from a failure by the Customer to comply with its obligations as set out in the

Agreement and does not arise from the action or actions of a third party that is not a party to the Agreement.

Required repair or replacement of defective Equipment shall not constitute a right for the Customer to pay reduced Monthly Fee payments. This clause constitutes the Customer's sole remedy in connection with Equipment failures or defects.

3 Authorization

The execution of all the administrative compliance required for the installation and use of the Equipment is at Customer's responsibility. The Customer shall obtain at its own expense any and all the necessary authorizations for the installation and for the use of the Equipment.

4 Delivery and installation

Unless otherwise agreed, delivery of the Equipment shall be made by the Supplier to the location specified in the SF and respecting the time plan agreed in the SF. The Customer will notify the Supplier, at least 30 days in advance of the installation date, about the availability and the location of the Remote on which the Equipment will be installed. The cost of the delivery shall be for the Customer's account.

If the Remote's installation time plan agreed in the SF will be delayed for more than one month, the Party which for its default is responsible for such a delay will liquidate to the other Party a damage for every additional month of delay. The damage will be equivalent to the Monthly fee applicable to such a Lease Service, multiplied by the months of delay exceeding the first one.

If such a delay and persists for 6 (six) months, the Agreement will be automatically terminated in regard of all the Services related to the Remote affected by this installation delay. The Party which for its default is responsible for such a delay will liquidate to the other Party the damages calculated as following: the sum of the Monthly fee for all Services included in the Agreement for the affected Remote x 12.

The Customer shall at its own expense, risk and responsibility install the Equipment on the Vessel in accordance with the Supplier's specifications. The Supplier may provide a duly authorized technician ("Supervisor") to be present at the Equipment's installation. For the avoidance of doubt, the Supplier shall not be liable for any damage caused to the Vessel or the Equipment during installation.

In case of VSAT Equipment, the Supplier will issue specifications for the antenna mount. Pedestal construction is the responsibility of the Customer and shall be completed in due time before the installation of the Equipment. The Customer will run all relevant cabling on-board the Vessel according to the Supplier's specification. The Supplier will provide the Customer with its installation checklist which will indicate the items that are at Customer's responsibility.

The Supplier shall perform the initial testing of the Equipment. Once initial testing has been completed satisfactorily, an authorized representative of the Customer shall accept the delivery by signing the installation checklist. Acceptance of the installation by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

To facilitate delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, environment and access.

If required by the Supplier, the Customer shall designate and provide a warehouse or tarp covered area of a minimum of 10 meters by 10 meters with clean and dry space for antenna assembling; protected power with overhead lift capability to a height of 8 meters or forklift with 4 meter lift capability; appropriate transport (including a forklift and a crane) to move

Equipment from the assembly area to the Vessel and onto the pedestal. The Customer will also provide reliable 220-240 V AC power, a good quality <3 Ohms earth ground connection, environmentally controlled space for installation of indoor electronics, and a suitable site (a pedestal, free of line of sight obstruction) for Equipment, as surveyed.

5 Title and risk

The Equipment shall at all times until the end of the Rental Period remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer following successful installation under clause 4 above. The Equipment shall remain at the sole risk of the Customer during the Lease.

6 Customer's responsibilities

The Customer shall during the term of the Agreement:

Ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the operating instructions provided by the Supplier and applicable laws and regulations.

Take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work.

Maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Start-Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment.

Make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation.

Keep the Supplier fully informed of all material matters relating to the Equipment.

Keep the Equipment at all times on the Vessel and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent.

Reasonably cooperate and ensure that all of the parties it contracts with reasonably cooperate with the Supplier in order to allow the Supplier to carry out the Service specified in the INSPECTION REPAIR OR REPLACEMENT Service Provision in art. 3 of the GTC. The Customer shall permit the Supplier or its duly authorized representative to inspect, repair or replace the Equipment at all reasonable times and for such purpose obtain all necessary permits for entry and exit upon the Vessel or any premises at which the Equipment may be located, and shall grant or cause to be granted all reasonable access and facilities for such inspection including applicable permits, licenses, visa and other immigration requirements and customs clearances for installation or for repair or replacement.

At no cost to the Supplier, the Customer (i) provides lighting, electricity, lightning protection, telecommunications connections, civil works, and internal wiring; (ii) manage the Customer's IP addresses, network security, voice network services beyond the demarcation point, desktop and laptop computer

systems and private data network services and products deployed in association with the Equipment. If the Customer connects its own equipment to the Supplier's network, the Customer must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Equipment, the Supplier's network, its suppliers' networks or any other services of the Supplier or its customers.

Maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require.

Not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

Not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavors to procure an immediate release of the Equipment and in any event shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.

7 End of Rental Period

Within one months after the end of the Rental Period, the Customer at its own expenses will remove the Equipment from the Remote and ship it to the Customer warehouse located in Lacchiarella.

The Supplier shall at no time during or after the Rental Period be under any duty to remove the Equipment or to continue to service or repair the Equipment or be liable for any costs of removing the Equipment other than in respect of the Supplier's obligations under art. 3 of this Agreement.

8 Breakdown

The Customer's right to termination described into art.9.6 of the GTC does not apply for the Lease Service.

9 General conditions

This STC is to be construed as an essential part of the GTC for the Services it describes and regulates and is designed to be applied under the conditions and provisions of the GTC. Art. 16.8 of the GTC regulates any inconsistency, conflict and/or discrepancy.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Supplier

Place, Date: _____

Authorized Representative _____

Role: _____

Signature : _____

Customer

Place, Date: _____

Authorized Representative _____

Role: _____

Signature : _____

Pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code, the Customer, after having taken careful and specific knowledge and vision, approves and expressly accepts the following clauses GTC: 4 Change in service; 5 Affiliates' use; 7 Authorizations; 8 Terms of payment; 9 Execution of the agreement and termination; 10 Third party claims; 11 Limitations of liability; 12 Warranties; 16.4 Governing law Limitation Period and Jurisdiction. VSAT: LEASE: 5 Title and risk; 6 Customer's responsibilities; 7 End of Rental Period.

Customer

Signature : _____