

GENERAL TERMS AND CONDITIONS FOR INMARSAT SATELLITE SERVICES

1. Introduction

The following Articles specify the terms and conditions of the provision of satellite communication services using the INMARSAT network applying to the Customer who has chosen UNIVERSAT ITALIA SERVICES SRL (UNIVERSAT) as INMARSAT Service provider.

2. Definitions

In these conditions of contract the following expressions will have the following meaning:

- a) "Universat" shall mean Universat Italia Services Srl whose registered office is Universat Italia Satellite Srl, Viale Luca Gaurico, 9/11 – 00143 Roma, Italy.
- b) "Contract": this subscription contract between the Customer and UNIVERSAT, including the annexes or schedules."Default" shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from Universat.
- c) "Initial Contract duration" shall mean the first period of a Contract with the Subscriber prior to any renewals.
- d) "Invoice" shall mean the sales invoice as issued by Universat.
- e) "INMARSAT" International Maritime Satellite Ltd. , the operator of the satellites.
- f) "IMN Number" means Inmarsat Mobile Number ("IMN"). The IMN provides the international identification number of the mobile Terminal.
- g) "Minimum period" shall mean the Initial Contract duration and/or any period, as detailed in the "Service Agreement".
- h) "MSISDN" means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of the mobile Terminal.
- i) "Network" means the satellite and terrestrial system that provides the Service.
- j) "Services" shall mean the Service identified in the "Service Agreement" of this Contract.
- k) "SIM" means a Subscriber Identity Module.
- l) "Subscriber" will be any company, partnership, practice or person purchasing Services directly or indirectly through niversat as identified on the front of this document.
- m) "Terminal" shall mean portable or transportable equipment which enables access to mobile satellite communications services. This equipment may be used on land, at sea, or on board aircraft.

3. Payment/Non Payment

- 3.1. In consideration for the provision of the Services, the Subscriber agrees to pay Universat the sum outlined in the invoice, which will be raised on a monthly basis, plus any Credit Card charges, VAT and mandatory taxes at the prevailing rate at the date of invoice. Universat pays the Network Operator in United States Dollars (USD) and accordingly, if the Subscriber pays in a currency that is not USD, the Subscriber accepts that the exchange rate applicable at the time of invoicing and in accordance with Universat's Exchange Rate Policy, will be applied in order to account for the fluctuations in exchange rate from the date of billing to date of payment. A copy of Universat's full Exchange Rate Policy is available upon request: the amount in US\$ remains the reference, and the counterpart amount in Euros is mentioned on the INMARSAT Service invoice of the Customer with the currency exchange rate used for the month when the Service provision took place, increased of 5%. This currency exchange rate for the specific month is the one of UNIVERSAT.

- 3.2. Data records provided by the Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.
- 3.3. Payment by Subscribers:
- based inside of the IT and EU must be made by bank transfer, direct bank transfer or Credit Card, with bank charges shared.
 - based outside of the IT and EU must be made by direct bank transfer or Credit Card, net of all bank charges.
- Payments made by bank transfer to UNIVERSAT shall be done to the following account, also mentioning the references of the Service invoice(s) they are related with:

Name to be credited: UNIVERSAT ITALIA SERVICES SRL
* Unicredit Banca di Roma - Agenzia 731 – Roma PASTEUR
* IBAN: IT 11 F 03002 03231 000401021529
*SWIFT: BROMITR1731

Deposits: Services are granted subject to credit approval by Universat. Universat requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-IT citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

- 3.4. For customers paying by Credit Card, it is the customer's responsibility to ensure that Universat is advised of any changes so payments are processed and the account is maintained. Credit Card payments are processed within five (5) days of the invoice date.
- 3.5. For credit accounts the charges as selected overleaf will be invoiced on a monthly basis with payment being due strictly within thirty (30) days from date of invoice. Universat reserves the right to refuse or withdraw credit facilities at any time.
- 3.6. Without prejudice to any other rights available to Universat, if any invoice remains unpaid thirty (30) days following the due date, then the outstanding balance shall attract interest (both before and after judgement) at the rate of two percent (2%) per calendar month or part calendar month and the Subscriber's right to credit facilities are revoked and a full payment of all outstanding balances will be made. The Subscriber will indemnify Universat against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.
- 3.7. All payments made by the Subscriber to Universat shall be applied in the following priority:
- late fees
 - overdue amounts
 - remaining balance.
- 3.8. Universat reserves the right to immediately suspend the services if payment is not received in accordance with clause 3 of these Terms and Conditions.
- 3.9. The Subscriber shall notify Universat of any disputed items within thirty (30) days of the date of invoice. Universat shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by Universat will be immediately credited to the Subscriber if such has already been paid. Thereafter the Subscriber shall be subject to the Disputes/Arbitration process as outlined in clause 11 of these Terms and Conditions.
- 3.10. In the event of a Late Billing event Universat shall present to the Subscriber any additional charges incurred by the Subscriber in the form of an invoice as soon as it becomes practicable to do so after Universat is informed of

the Late Billing event. Any invoice that has been generated by a Late Billing event will become due for payment within thirty (30) days from the date of that Late Billing invoice.

4. Monthly Subscription and Prices

- 4.1. Subscriptions will be charged as indicated in the "Service Agreement" of the Contract irrespective of use of the SIM card and/or Terminal.
- 4.2. Monthly subscription fees will continue to apply during SIM card/Terminal suspension.
- 4.3. Call costs not listed in the "Service Agreement" of the Contract will be charged at Universat standard rates, copies of which are available on request.

5. Sales Tax / Valued Added Tax

- 5.1. Sales tax and VAT are charged at the prevailing rate.
- 5.2. For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested: evidence of export must be provided if the original delivery was made within the IT/EU. Universat reserves the right to refuse zero rating at their discretion.
- 5.3. Where a sales tax becomes due at a later date Universat shall pass such charges on to the Subscriber.

6. Unauthorised / Fraudulent Use

- 6.1. It is the user's responsibility to ensure that they:
 - a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.
 - b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.
 - c) Notify Universat immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use, so that the airtime service may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the SIM card and/or Terminal is confirmed by the Network Operator.
- 6.2. Universat reserves the right to immediately terminate any Services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined in clause 3.1 of these Terms and Conditions.

7. Re-activation, Unbarring and Deactivation

In the event of re-activation, unbarring or deactivation of a SIM card and/or Terminal, a charge of \$50 USD may be applied for each process, unless specifically identified in Section A. Re-activation of a deactivated Inmarsat SIM card will cost \$220.00 USD.

8. Duration

- 8.1. For Contracts where payment is received upfront, the Contract shall run for the pre paid period, as a minimum.
- 8.2. The Initial Contract duration is detailed in the "Service Agreement" of the Contract.

9. Cancellation / Renewal / Termination

- 9.1. New consumer Subscribers may cancel this Contract up to seven (7) working days after the date on which the Contract commences.

Notice to cancel must be given within this period in writing. Any costs incurred during this period by the Subscriber connecting to the Network will be charged to the Subscriber. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.

- 9.2. Any consumer Subscribers who enter into a Contract via distance means may cancel this Contract up to seven (7) working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.3. The Subscriber agrees to give notice for termination of the Contract in writing to Universat at least thirty (30) days prior to the commencement of any renewal term ("Termination Notice").
- 9.4. In the absence of receiving a Termination Notice, Universat will automatically renew the Contract on the last day of the Contract for a further term of the same duration as the original Contract. The automatic renewal will continually renew at the end of each consecutive term unless notice is given in accordance with 9.3.
- 9.5. Contracts which are paid up front quarterly, half yearly or annually (which include Minutes and/or Megabytes) are only able to be terminated at the end of any paid up Contract period. Notice in accordance with 9.3 must be given prior to commencement of the next period.
- 9.6. After the Initial Contract period, Contracts which have not been paid for up front (as detailed above in clause 9.5), may be terminated by the Subscriber by giving not less than 30 days written notice of termination at any time.
- 9.7. Universat reserves the right not to renew the Contract should it wish to terminate the Agreement at the end of the Contract period. Universat will provide thirty (30) days notice of its intention not to renew a Contract.
- 9.8. All outstanding costs must be paid. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 9.9. Universat may terminate this Agreement by providing fourteen (14) days notice should the Subscriber be in breach of the Agreement. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the Contract.
- 9.10. On any contract renewal these Terms shall continue to apply unless changes are agreed in writing.

10. Liability

- 10.1. Universat will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Services.
- 10.2. Subject to sufficient and correct documentation being offered by the Subscriber, Universat accepts:
 - a) liability for death and personal injury resulting from Universat's negligence.
 - b) liability for obvious negligence arising in connection with the provision of Services, as agreed between the parties, to a maximum of the Contract Value.
- 10.3. Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of Universat is expressly excluded. In no event will Universat be liable for loss of anticipated profit, loss by reason of plant shutdown, non operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 10.4. No liability or consequential loss will be accepted by Universat for:
 - a) 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.
 - b) 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.

- c) Any loss or delay associated with unlicensed or fraudulent usage.
- 10.5. Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 10.6. No warranty either express or implied as to performance for fitness for purpose is given.
- 10.7. Any dates specified by Universat for the delivery of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 10.8. Universat cannot be held responsible for any loss of Services, which are due to the withdrawal of operating licenses by Governmental authorities or their refusal to renew such.
- 10.9. The Subscriber acknowledges that on rare occasions Universat may be billed by their supplier for usage incurred by the Subscriber and/or end user, after the usual billing period ("Late Billing"). The Subscriber hereby acknowledges and agrees that they are responsible for any such costs that a Late Billing event generates and agrees to pay for such usage in accordance with clause 3.10 of this agreement.
- 10.10. At the Subscriber's discretion the Subscriber may request to receive notifications when their usage exceeds an agreed level ("Usage Alerts"), however, the Subscriber agrees and acknowledges that Universat does not accept any liability for or guarantee the Usage Alert service and it remains the sole responsibility of the Subscriber to ensure they do not exceed the specified monthly airtime limits. If any such limit is exceeded the Subscriber hereby agrees to pay for usage generated in accordance with clause 3 of this agreement.
- 10.11. The Subscriber acknowledges and agrees that all services will be chargeable howsoever caused, until either a request for a deactivation or suspension is received by Universat from the Subscriber and the deactivation or suspension of the SIM card and/or Terminal is confirmed by the Network Operator.

11. General

- 11.1. Universat may assign the Contract or any part of it to any person, firm or company.
- 11.2. The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of Universat.
- 11.3. The Service is invoiced according to the Tariff at the date of the Contract. However, UNIVERSAT may modify such Tariff at any time, taking into account market conditions. UNIVERSAT shall inform the Customer of such tariff modification one (1) month in advance of such modification. The Subscriber understands and acknowledges that Universat may, at its sole discretion, amend and/or modify these terms and conditions periodically by giving thirty (30) days written notice to the Subscriber's address for notices in accordance with clause 15. Within the thirty (30) day notice period, the Subscriber may terminate this Contract by giving thirty (30) days notice in accordance with clause 8 and 9 of this Contract. Upon the expiry of the thirty (30) day notice period, the Subscriber shall be deemed to have accepted any notification and/or amendment unless otherwise agreed in writing and signed by an authorised signatory of Universat.
- 11.4. Universat reserves the right to change the ID numbers, including but not limited to MSISDN and INM numbers, if required. Prior notice of any changes will be given where possible.
- 11.5. It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership, joint venture, relationship of agency, or establishment of any other form of company between the parties.
- 11.6. Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.

- 11.7. Universat reserves the right to suspend the Service immediately at any time upon discovery of a breach of this Contract.
- 11.8. Both parties to the Contract will comply with their respective obligations under the Data Protection Universat, as modified from time to time.
- 11.9. References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa and words denoting any gender shall include all genders.
- 11.10. Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 11.11. References to any statute or statutory instrument shall include any re-enactment, modifications, amendments thereto or replacement thereof for the time being in force.

12. Woole Agreement

- 12.1. Each party acknowledges this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 12.2. This Contract supersedes any prior Contract between the parties, either written or oral, for the provision of the Service.

13. Disputes / Arbitration

- 13.1. In the event of any dispute over the quality of Service received the Subscriber will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within four (4) weeks of receipt.
- 13.2. This Contract shall be governed by and interpreted in accordance with the Italian law. All questions relating to the application or interpretation of the present contract are to be submitted to the exclusive jurisdiction of the Italian Court.

14. Force Majeure

Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.

15. Notice

- 15.1. Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered (signed for) post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other.
- 15.2. Any notice given by post shall be deemed to have been delivered forty-eight (48) hours after posting if posted within the Italy and five (5) working days for all other destinations. Where notice is given by facsimile transmission or other electronic media it shall be deemed to have been delivered at the time specified on the sender's transmission records if transmitted before 16:00 hours (GMT) on a working day. If the facsimile is made after

16:00 hours (GMT) it shall be deemed to have been received on the following working day when the banks are open in Rome, Italy.

- 15.3. Where Universat serves a notification under clause 11.3, Universat must use reasonable efforts to comply with 15.1 and provide the Subscriber thirty (30) days from date of deemed receipt to response. Upon the expiry of the thirty (30) day notification period, the Subscriber is deemed to have accepted all amendments and/or modifications in accordance with clause 11.3.

16. Severability

If any provision of this Contract is found to be invalid or unenforceable under any applicable law then such provision either shall be in operative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.

TERMS AND CONDITIONS FOR THE UTILIZATION OF THE INMARSAT SPACE SEGMENT BY SHIP EARTH STATIONS AND LAND MOBILE EARTH STATIONS

Article 1

Scope of Terms and Conditions

- (A) These Terms and Conditions shall apply to the authorization between Inmarsat Limited ("the Company") and the Owner or Licensee of the Mobile Earth Station ("MES") ("the MES Owner") described in the applicable Service Activation Registration Form ("SARF"), with respect to the utilization of the Inmarsat space segment by the MES.
- (B) For the purpose of these Terms and Conditions:
- (1) "SARF" means an application made by the MES Owner for utilization of the Inmarsat space segment;
 - (2) "Point of Service Activation (PSA)" means the entity responsible for processing the SARF.
- (C) The MES Owner shall ensure that any operator or user of the MES ("the MES Operator") is informed of and complies with these Terms and Conditions, as far as applicable, at all times.

Article 2

MES Performance, Criteria and Operations

(A) Authorization Subject to Compliance with Technical, Operating and Other Requirements

- (1) Throughout its utilization of the Inmarsat space segment, the MES shall comply with the criteria and performance standards to which it was type-approved, and the MES Owner and Operator shall comply with the operating procedures notified by the Company to the MES Owner and MES Operator at any time or times.
- (2) The MES shall be used exclusively for peaceful purposes.
- (3) The MES Owner shall notify the PSA promptly of any change in the Accounting Authority or Inmarsat Service Provider (ISP) or other billing entity, as specified in the SARF.
- (4) The authorization to utilize the Inmarsat space segment shall be conditional upon compliance with this Article 2. The MES Owner and Operator shall not utilize the Inmarsat space segment in a manner contrary to the environmental usage and distress and safety conditions specified in the SARF or contrary to these Terms and Conditions, without the prior written consent of the Company.

(B) Sanctions in the Case of Non-compliance

- (1) The Company shall be entitled, at any time or times, and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the authorization by notification to the MES Owner and the MES Operator, if the Company deems the MES or the MES Owner or the MES Operator to not so comply, or to practise a utilization not so authorized, no matter what the cause or causes of such non-compliance or practice.
- (2) The Company shall also send a copy of the notification to the PSA.
- (3) Unless the authorization has been terminated, the Company shall lift such modification, restriction or suspension, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that such unauthorized practice has been and will be discontinued by the MES Owner or MES Operator.

(C) Suspension and Termination in Special Circumstances

- (1) The authorization shall be deemed to be suspended during any period in which persistent malfunction or any operation of the MES that degrades the performance of the Inmarsat space segment occurs.
- (2) The authorization shall be deemed to be terminated if any one of the following circumstances occurs:
 - (a) any change in the information contained in the SARF which would require a change in MES identity;
 - (b) significant modification or change to the MES;
 - (c) in the case of a ship earth station (SES), removal of the SES from the ship on which it has been authorized to operate.
- (3) The MES Owner or MES Operator, as the case may be, shall notify the Company promptly in writing via the PSA of the events specified in paragraphs (1) and (2) above.

(D) Suspension for Non-Payment of Accounts and Other Causes

- (1) Without prejudice to any of the other remedies and provisions of these Terms and Conditions or at law, the Company and any or all of the land earth station (LES) Operators in the Inmarsat system may, individually or jointly, suspend the authorization due to non-payment of accounts for the telecommunications services provided by the LESs, unauthorized use of the MES, loss or theft of the MES, fraudulent use of or by the MES, other non-compliance with these Terms and Conditions, insolvency of the MES Owner or MES Operator or their designated entity responsible for payment of accounts, or any other reason established under the Company's Barring Procedures in force at the relevant time.
- (2) Upon being satisfied that the causes of the suspension have been remedied, the Company and the LES Operators may lift the suspension.
- (3) In the case of a ship earth station, the suspension shall not restrict an MES from transmitting a distress alert and distress priority message. The Company and the LES Operator shall use reasonable efforts to restore access to the space segment for subsequent safety communications associated with the distress situation.

(4) In connection with the administration of the Company's Barring Procedures, the Company and the LES Operators may share information about the status of the MES with each other, with Nominated Barring Authorities designated by LES Operators and, in the case of SESs, with Maritime Inspection Agencies.

(E) Compliance with National and International Regulations

In utilizing the Inmarsat space segment, the MES Owner and MES Operator shall comply with all applicable national laws and regulations governing the use of radiocommunications in the territorial sea, the ports, or national territory of any State in which the MES is located at any time, and any other applicable national or international laws and regulations and the MES Owner shall indemnify the Company and any LES Operator concerned against any loss incurred by them as a result of any non-compliance with this paragraph. The Company shall hold the benefit of this indemnity as trustee for any such LES Operator.

Article 3

Financial Obligations

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 Company 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) above. 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.

Article 4

Telecommunications Disclaimer

- (A) This Article applies to the Company for itself and as trustee for the benefit of the lessors, manufacturers, or other providers of the Inmarsat space segment; the owners or operators of LESs; and the directors, officers, employees, agents or assignees, of any of them ("the other indemnitees").
- (B) Subject to paragraph (D) below, neither the Company nor any of the other indemnitees shall be liable for any claims attributable to any unavailability, delay, interruption, disruption or degradation in or of the Inmarsat space segment capacity; modification, restriction, suspension or termination of the authorization in accordance with Article 2(D)(1) above; failure to restore access in accordance with Article 2(D)(2) and (3) above; or sharing of information about the status of the MES in accordance with Article 2(D)(4) or Article 3 above regardless of the cause or causes thereof. Such waiver of claims shall also extend to any direct or consequential loss, damage, liability or expense, loss of revenue or business harm of any kind.
- (C) The MES Owner agrees to indemnify the Company and the other indemnitees and hold them harmless from any claims that might be made by the MES Operator or any other entity or person, attributable to any of the causes referred to in paragraph (B) above.
- (D) Nothing in this Article 4 shall exclude or limit liability for death or personal injury in any jurisdiction where, as a matter of law, such liability cannot be excluded or limited.

Article 5

Language and Communications

These terms and conditions and all documentation and communications required thereunder shall be in the English language. All communications pertinent to the authorization or to these Terms and Conditions shall be made or confirmed by telex, facsimile, data transmission or other written or electronic form. Communications by Inmarsat the Company to the MES Owner and the PSA shall be sent to its their last known address, and communications to the MES Operator shall be sent to via the MES.

Article 6

Amendments

The terms and conditions as herein stated are subject to amendment by the Company such amendment to become effective upon the date specified by the Company but not less than thirty (30) days after the date of notification of the amendment to the MES Owner, the MES Operator and the PSA.

Article 7

Certification and Agreement

I the owner have read and agree to comply with the above Inmarsat "Terms and Conditions".