management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"**Disclosing Party**" has the meaning set forth in Section 7.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that the RigNet provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or RigNet Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Effective Date**" has the meaning set forth in the Order.

"**Fees**" has the meaning set forth in Section 6.1.

"**Force Majeure Event**" has the meaning set forth in Section 14.9.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or RigNet Systems as intended by this Agreement. Harmful Code does not include any RigNet Disabling Device.

"**Indemnitee**" has the meaning set forth in Section 10.3.

"**Indemnitor**" has the meaning set forth in Section 10.3.

"**Initial Term**" has the meaning set forth in Section 13.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Order**" has the meaning set forth in the preamble.

"**Permitted Use**" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Personal Information**" means any information that, individually or in combination, does

"**Resultant Data**" means data and information related to Customer's use of the Services that is used by RigNet in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. RigN access to said data is not equivalent to a grant and an assignment of any or all right, title, and interest thereto, including any or all Intellectual Property Rights.

"**Service Allocation**" has the meaning set forth in Section 3.2.

"**Services**" means the software-as-a-service offering described in the Order.

 Site means any one service site where the Software as a Service is accessed. A Site may be a drilling rig, a drill ship or other vessel, data van, or other facility with data processed by RigNet software. Charges are calculated per Site .

"**Specifications**" means the specifications for the Services set forth in the Order.

"**Subcontractor**" has the meaning set forth in Section 2.7.

"**Term**" has the meaning set forth in Section 13.2.

"**Third-Party Materials**

implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the RigNet Materials, and the Third-Party Materials are and will remain with RigNet and the respective rights holders in the Third-Party Materials.

      2.5   Service Management. Each party shall, throughout the Term, maintain within its

(b)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or RigNet Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c)   reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or RigNet Materials, in whole or in part;

(d)   bypass or breach any security device or protection used by the Services or RigNet Materials or access or use the Services or RigNet Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e)   input, upload, transmit, or otherwise provide to or through the Services or RigNet Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f)   damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, RigNet Systems, or RigNet's provision of services to any third party, in whole or in part;

(g)   remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other

RigNet the applicable excess usage and storage Fees set forth in the Order. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other RigNet customers and agrees that a condition for excess data storage is that the full amount of data storage for Customer may not be greater than 256 GB, and data transfer not exceed 1 TB per month. If either of these parameters are exceeded, then RigNet has no obligation to permit Customer to exceed its then-current Service Allocation.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide RigNet Personnel with such access to Customer's premises and Customer Systems as is necessary for RigNet

amounts, as calculated pursuant to Section 6.4. If the audit determines that such excess use equals or exceeds five (5)% of Customer's permitted level of use, Customer shall also pay to RigNet all costs incurred by RigNet in conducting the audit. Customer shall make all payments required under this Section 8.8 within thirty (30) days of the date of written notification of the audit results.

7.   Confidentiality.

7.1   Confidential Information. In connection with the Order each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 7.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all RigNet Materials are the Confidential Information of RigNet and the financial terms and existence of this Agreement are the Confidential Information of RigNet.

7.2   Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Order; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with these Conditions; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for a period of three (3) years from the date of termination of this Agreement:

(a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Order and these Conditions;

(b)   except as may be permitted by and subject to its compliance with Section 7.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Order and these Conditions; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 7.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7;

8.3　　　Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to RigNet, its Subcontractors, and the RigNet Personnel to enforce the Order and these Conditions and exercise RigNet's, its Subcontractors', and the RigNet Personnel's rights and perform RigNet's, its Subcontractors', and the RigNet Personnel's obligations hereunder and thereunder.

8.4　　　Ownership of Intellectual Property. RigNet shall own all Intellectual Property Rights in RigNet modifications to any software provided by RigNet or to any RigNet Materials.

8.5　　　Customer Use of Trademarks. Customer shall not use, associate or in any way connect any name or trademark of RigNet or its Affiliates without the prior written consent of an authorized representative of RigNet.

8.6　　　Derivative Works. Unless otherwise agreed to in an Order issued pursuant to the terms of this Agreement specifically describing applications or other derivative works to be developed for Customer as a bespoke work, all Intellectual Property Rights, in other modifications, corrections, enhancements and derivative works (including any related materials and documentation) of the software or other related materials created by RigNet during this Agreement or any Order shall vest in

(c)   the execution of the Order by its representative whose signature is set forth at on the Order has been duly authorized by all necessary corporate or organizational action of such party; and

(d)   when executed and delivered by both parties, the Order will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2   <u>Additional RigNet Representations, Warranties, and Covenants</u>. RigNet represents, warrants, and covenants to Customer that RigNet will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Order.

9.3   <u>Additional Customer Representations, Warranties, and Covenants</u>. Customer represents, warrants, and covenants to RigNet that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by RigNet and Processed in accordance with the Order, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.4   <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND SECTION 9.2, ALL SERVICES AND RIGNET MATERIALS ARE PROVIDED "AS IS." RIGNET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RIGNET MAKES NO WARRANTYDEWA66Fqs10 GllT

(b)   access to or use of the RigNet Materials in combination with any

this Section 10, except to the extent that the Indemnitor can demonstrate that it has been

12.2   <u>CAP ON MONETARY LIABILITY</u>. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF RIGNET AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE ORDER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE

(b)   RigNet shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems RigNet directly or indirectly controls, provided that, for clarity, RigNet's obligations under this Section 13.4(b) do not apply to any Resultant Data;

(c)   Customer shall immediately cease all use of any Services or RigNet Materials and (i) promptly return to RigNet, or at RigNet's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any RigNet Materials or RigNet's Confidential Information; and (ii) permanently erase all RigNet Materials and RigNet's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to RigNet in a signed written instrument that it has complied with the requirements of this Section 13.4(c);

(d)   notwithstanding anything to the contrary in the Order or these Conditions, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; and (ii) RigNet may retain Customer Data; (iii) Customer may retain RigNet Materials, in the case of each of subclause (i), and (ii) and (iii) in its then current state and solely to the extent and for so long as required by applicable Law; (iv) RigNet may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials described in this Section 13.4(d) will remain subject to all confidentiality, security, and other applicable requirements of these Conditions;

(e)   RigNet may disable all Customer and Authorized User access to the RigNet Materials;

(f)   if Customer terminates the Order pursuant to Section 13.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and RigNet will: refund to Customer Fees paid in advance for Services that RigNet has not performed as of the effective date of termination.

(g)   if RigNet terminates the Order pursuant to Section 13.3(a) or Section 13.3(b), all Fees that would have become payable had the Order remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees and Reimbursable Expenses, on receipt of RigNet's invoice therefor; and

(h)   if Customer requests in writing at least thirty (30) days prior to the effective date of expiration or termination, subject to Section 13.4(d), RigNet shall, within thirty (30) days following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by RigNet, provided that Customer has at that time paid all Fees and Reimbursable Expenses then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for RigNet's services in transferring such Customer Data.

13.5   Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in the Order or these Conditions that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of

this Agreement: Section 3.1, Section 7, Section 9.4, Section 10, Section 11, Section 13.4, this Section 13.5, and Section 14.

14.   <u>Miscellaneous</u>.

14.1   <u>Further Assurances</u>. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to

attachments, and appendices referred to herein are an integral part of the Order to the same extent as if they were set forth verbatim herein.

14.6   Headings. The headings in these Conditions are for reference only and do not affect the interpretation of these Conditions.

14.7   Entire Agreement. The Order and these Conditions (together with any other documents incorporated herein or therein by reference) constitutes the sole and entire agreement of the parties with respect to the subject matter of the Order

reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.10　No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order.

14.11　Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of the Order

monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.16   Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to the Order, including these Conditions, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

14.17   Counterparts. The Order may be executed in counterparts, each of which is