

## **Managed Communications Services Terms and Conditions**

These Terms and Conditions (“Terms and Conditions”) govern the sale by **RigNet, Inc.**, a Delaware corporation (together with any of its Affiliates,

**“Effective Date”** shall mean the month, day and year defined in the preamble of these Terms and Conditions.

**“Equipment”** shall mean the equipment, tools, materials and devices, including associated software (in any form, including source code and executable code), algorithms, interfaces, URLs, web sites, and all other forms of technology, provided by RigNet and/or installed at any Site, described in any SOA or used by RigNet to provide the

**“Site”** shall mean the rig, platform, vessel or other Customer locations where Services are to be provided.



construed by RigNet or Customer or by any third party to create the relationship of principal and agent, partnership or joint venture in any form, or any other fiduciary relationship or association between RigNet and Customer. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

**6. Services Provided to Third Parties.** Customer grants and affirms that RigNet has the right to: (a) install additional Equipment and communications features, at its own cost, onboard any Site subject to these Terms and Conditions; and (b) sell, resell or provide communications or other services and/or bandwidth to users of such facilities with the Equipment used or provided under these Terms and Conditions, or such additional Equipment and features. Such rights shall continue for the duration of any Initial Term or Renewal Term (without regard to any early termination), and shall continue thereafter for the term of any third-party service arrangement at the facility. RigNet is responsible to such facility users for the services it provides, and will look solely to such facility users for payment for such services.

**7. Ownership.** Customer acknowledges that as between RigNet and Customer, RigNet solely owns and shall continue to solely own all Equipment, supplies, software rights and licenses, and other property used by RigNet to provide the Services, including RigNet's Intellectual Property and RigNet Information, and that Customer shall have no ownership interest in and shall have no right to use or retain possession of any such property or information following termination of the applicable SOA, except in the event Customer purchases any Goods. RigNet shall solely own all Intellectual Property it may develop in the course of providing the Services, including without limitation patents, trade secrets, copyrights, know-how, ideas and inventions. Customer acknowledges that these Terms and Conditions shall not create any third party's right, title or license in any RigNet Information unless explicitly stated in writing by RigNet. Customer shall use RigNet Information solely according to these Terms and Conditions and for no other purpose, and shall not reverse engineer nor use any RigNet Information or any RigNet System to develop products or services functionally equivalent to RigNet's products or services. Customer shall not decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of any software that may be provided to Customer under these Terms and Conditions.

**8. Confidentiality.** The Parties agree that all Confidential Information shall be kept confidential and not disclosed to any third party except as provided in this Section. The Receiving Party will only use the Disclosing Party's Confidential Information to carry out its obligations or to exercise its rights under these Terms and Conditions, and will use the same degree of care as it uses to safeguard its own confidential information of a like nature from unauthorized disclosure, but no less than a reasonable degree of care. The Receiving Party will restrict access to Confidential Information of the other Party to only its employees or consultants who require such access in the course of their assigned duties, and who have been informed of the Receiving Party's obligations of confidentiality and agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The obligations of confidentiality in this Section excludes information that (a) is in the public domain other than through the fault or act of the Receiving Party, (b) is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to maintain the confidentiality of any information so disclosed, and give prompt written notice to the other Party prior to such disclosure), (c) is acquired independently from a third party that has the legal right to disseminate such information at the time it is acquired by the Receiving Party, or (d) is independently developed by the Receiving Party without the use or incorporation of any Confidential Information from the Disclosing Party. The Parties agree that disclosure of a Party's Confidential Information will give rise to irreparable injury to that Party, which may be inadequately compensable by monetary damages. Accordingly, a Party may seek injunctive relief against a breach or threatened breach of the confidentiality provisions of these Terms and Conditions, in addition to any other legal remedies which may be available.

**9. Service Policies and Procedures:**

**9.1 Standard Provisions.** Customer acknowledges receipt of and agrees to abide by RigNet's Service Level Agreement and Acceptable Use Policy, attached hereto and hereby incorporated by reference. The SLA shall govern all Services provided by RigNet to Customer under these Terms and Conditions and any SOA, and Customer shall use all Services in accordance with the AUP.

**9.2 Customer's General Obligations.** In addition to its other obligations under these Terms and Conditions, Customer shall at its expense: (a) transport RigNet personnel to and from any offshore Site and provide

lodging for RigNet personnel while offshore; (b) provide such assistance as RigNet may reasonably request in connection with the installation of RigNet's System, including lifting the Equipment onboard the Site and facilitating cabling; (c) provide electrical power and safe working areas for installation of Equipment and removal of Equipment at the end of the Term; (d) permit RigNet to have access to the Site following termination of the applicable SOA to remove the Equipment; (e) make a reasonable number of its personnel available for training in the operation and basic troubleshooting of the RigNet System, and perform such basic troubleshooting and maintenance in accordance with such training; and (f) keep the Equipment free and clear from liens and encumbrances in favor of persons claiming against or through Customer. Customer agrees that RigNet may include Customer's name and general information concerning the agreements to provide Services in RigNet's customer listings and/or press releases.

**9.3 Use and Care of Equipment.** The Customer is responsible for providing pedestals on any vessel, and any Site, lifting mechanisms for Equipment to be loaded on Site, and required cable penetrations. The Customer is responsible for supplying RigNet with clean power onboard the Site(s) and physical space to install hardware in a suitable rack/cabinet. Customer shall use the Equipment in accordance with (a) these Terms and Conditions, (b) the applicable SOA, (c) applicable laws, licenses and regulations, (d) manufacturer's specifications, (e) a suitable operating environment, and (f) RigNet policies in effect, from time to time, relating to the use of the Equipment and Services. Any use of the Equipment or Services not in accordance with the preceding shall void applicable warranties or Service Level Agreement guarantees provided under these Terms and Conditions and/or the applicable SOA, and RigNet may recover additional fees for Customer uses not contemplated under these Terms and Conditions or the applicable SOA. Customer is responsible for the security, protection and care of the Equipment upon leaving RigNet's possession and shall bear the full risk of loss or damage to the Equipment prior to its return to RigNet. In the event of any loss or damage to the Equipment, Customer will promptly reimburse RigNet upon presentation of invoice.

#### **9.4 Location and Movement of Site(s):**

**9.4.1** Customer shall provide RigNet with accurate information regarding whether the end-use is onshore or offshore (including exact geographic coordinates), the specific Services, end-user identity, and country of end-use with respect to the RigNet System and Services. Based on and in reliance on such information, RigNet will provide the RigNet System and Services in compliance with applicable export controls, trade and customs laws. Customer shall ensure at all times, including without limitation when a Site is moved from the current location to another, that the RigNet System and Services remain in compliance with applicable export controls, trade and customs laws.

**9.4.2** Customer shall use the RigNet System and Services only at the location provided for in an applicable SOA issued pursuant to these Terms and Conditions. Customer shall give RigNet at least sixty (60) days' prior written notice about any movement of the Site(s) from the current location to another, provided that in this event RigNet may adjust the Services description and the pricing effective from the date of the move.

**9.4.3** Regardless of the Site being relocated to a location different than the current location set forth in the applicable SOA, Customer's obligation to purchase Services continues for the duration of the contracted term of the applicable SOA (either Initial Term or Renewal Term, as the case may be). RigNet may adjust the Services description and the pricing effective from the date of the relocation to account for the different location.

**9.4.4** Provision of Services by RigNet is always subject to availability of satellite capacity.

**9.5 No Use by Third Parties.** Customer shall not allow third parties (i.e., entities or individuals not associated with Customer's operations) to use any component of the RigNet System or Services unless such third parties have agreed to pay for access to and accept the terms of service for the Services under and in accordance with an applicable RigNet Service Order Agreement. Customer shall not have the right to sell, distribute, sublicense or permit unauthorized access to the Equipment, RigNet Intellectual Property, or RigNet Information.

**9.6 Decommissioning.** Without waiving any of RigNet's rights or remedies, in the event (a) a Site is decommissioned or demobilized, (b) operations at a Site are ended, or (c) Services at a Site are terminated, do not start or are discontinued, Customer shall promptly notify RigNet in writing and shall pay RigNet for the demobilization costs of the Equipment from the Site at RigNet's then current labor rates. Further, Customer shall allow RigNet

prompt access to the Site so that RigNet may recover the Equipment or shall make reasonable effort to have the Equipment returned to RigNet's nearest facility. Any sums due and outstanding under these Terms and Conditions remain due, and Customer is obligated to pay the same as stated herein. This paragraph survives the termination or expiration of these Terms and Conditions.

**9.7 Storage of Customer Property.** From time to time, Customer may request to store at RigNet facilities spare parts or other Goods or equipment of Customer ("Customer Property"). If and when Customer makes such a request, it shall provide RigNet with an inventory of the Customer Property along with an estimate of the number of square feet of warehouse space needed for the Customer Property, and the estimated beginning and ending dates for such storage. RigNet shall not be obligated to provide such storage at any time. If RigNet does agree to have Customer Property stored at its facilities, all title and ownership shall remain with Customer, and RigNet will hold such Customer Property as a bailee only. RigNet shall have no obligation with respect to loss or damage of or to the Customer Property other than for gross negligence or willful and wanton misconduct. Customer shall bear all other risks of loss and damage to the Customer Property, including without limitation, theft or catastrophic loss, while in RigNet's possession. Customer may retrieve its property upon reasonable notice, and RigNet may terminate Customer's rights of storage upon 30 days' notice. It shall be Customer's obligation to arrange to have the Customer Property transported at its cost to another location upon expiration of its rights to store the Customer Property at RigNet's facilities.

## **10. Licensing:**

**10.1** Customer shall be responsible for obtaining all licenses, permits, temporary permits and authorizations and any renewals and costs thereof, required by any jurisdiction for Customer's performance and/or use of the Services under these Terms and Conditions and/or SOA ("Customer Licenses"). Customer at its sole risk and expense shall engage, where necessary, the third-party professional of Customer's choice for procurement of Customer's site licenses or permits. Customer shall furnish RigNet with evidence of having obtained such licenses, permits and other authorizations and approvals within thirty (30) days of receipt. RigNet shall not be liable for any breach, non-performance or delay in performance related to Customer's failure to obtain any such required licenses, permits and/or authorizations.

**10.2** RigNet shall be responsible for obtaining those licenses, permits, temporary permits and authorizations ("RigNet Licenses") required by any jurisdiction related to RigNet's performance of the Services under these Terms and Conditions and/or SOA, however, RigNet shall not be held in breach of these Terms and Conditions and/or any SOA in the event RigNet is unable to obtain a RigNet License for any Customer Site due to circumstances beyond RigNet's reasonable control. Each Party agrees to cooperate in providing to the other all information required to enable the other to obtain any required licenses, permits, and/or authorizations.

**10.3** Upon request, RigNet will cooperate with Customer in gathering information for staging Customer's site license application(s). Such information will comprise a quotation of the estimated costs for a given site license (both one time and annual renewal fees), qualified third-party professional and administrative fees for procuring the license, and necessary technical information of a non-confidential nature relating to RigNet's Services. RigNet cannot make any representations or warranties whatsoever concerning the accuracy of such quotations as they will be from third parties not subject to RigNet's control. Customer acknowledges that RigNet is an independent contractor, and not Customer's agent, in offering this cooperation. RigNet does not make any warranties or representations about the qualified third-party professionals other than as to their good reputation generally in the market. Finally, Customer agrees to provide RigNet reasonable notice to permit RigNet to stage Customer's site license application(s), acknowledging that time-frames for processing site license requests will vary from one jurisdiction to the next due to differences in legal requirements and in bureaucratic handling.

**10.4** If either Party is required to pay any fine or penalty or is subject to a claim from the other Party's failure to comply with applicable laws, rules or regulations, the Party failing to comply shall defend, indemnify and hold harmless the other Party from all damages, fees and/or fines for such failure to the extent of the indemnifying Party's allocable share of failure to comply. Notwithstanding anything to the contrary herein, neither Party shall be required to take any action prohibited or penalized, or refrain from taking any action required under applicable law, including, without limitation, the U.S. anti-boycott laws.





**11.1.4** All sales of Goods are final. There will be no refunds for used Goods returned to RigNet. RigNet reserves the right to not accept the return of unused Goods it sells, but may accept such return only if Customer returns unused Goods to RigNet in the original packaging, in original condition, and within thirty (30) days of delivery. If RigNet does accept a return of unused Goods, RigNet will refund to Customer eighty-five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment.

**11.2 Third-Party Manufacturers.** RigNet is not a manufacturer of any Equipment or Goods nor responsible for any problems arising from the use of any equipment manufactured by third parties in connection with Services. To the extent that any Goods are sold to Customer such Goods will be sold “AS IS, WHERE IS”, net of tax, shipping or insurance, and Customer shall look solely to any third-party manufacturers for any warranty on the Goods.

**12. Importation/Exportation of Equipment:**

**12.1** Customer shall, if RigNet does not elect otherwise as set forth in the paragraph below, be responsible



insurable risks and liabilities assumed under these Terms and Conditions



## **18.2 Termination for Convenience.**

**18.2.1 Termination of MSA Does Not Terminate SOA(s).** Either Party may terminate this MSA at any time by giving the other Party 60 days' written notice of intent to terminate. The termination of this MSA shall not affect any existing or outstanding SOA(s) with unexpired terms, but rather any such SOA(s) shall survive the termination of this MSA and continue to be governed by the terms and conditions of this MSA until each such SOA has been completed or terminated by its own terms. Notwithstanding the foregoing, no new or additional Services may be contracted for after the termination of this MSA.

**18.2.2 Effect of Termination of Outstanding SOA(s).** RigNet contracts with underlying bandwidth and other carriers for terms that mirror the terms of the Services contracted by Customer, which commitments may not be terminated for convenience. Consequently, in the event Customer terminates an SOA issued pursuant to this MSA before or during the Initial Term or any Renewal Term of the SOA for any reason other than those specified in Section 18.1 and Section 18.3, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due to the charges accelerated for the remainder of the Initial Term or any Renewal Term as liquidated damages and not a penalty.

**18.3 Termination for Material Breach.** In the event of a Party's material breach or default in the performance of any of its obligations under this MSA and/or any SOA that is unrelated to RigNet's Services as set forth in Exhibit A – Service Level Agreement and failure to cure such breach within 30 days after notice specifying each breach in detail from the other Party (10 days for breach of any failure to pay for Services), such notifying Party shall have the following rights:

**18.3.1 Customer Remedies for Material Breach.** Customer may terminate the MSA and any affected SOA, and with its sole obligation of paying for all outstanding charges through the expiration of the cure period for all Goods and Services received. Breach of any matter related to RigNet's Services is governed exclusively by the remedies provided in Exhibit A – Service Level Agreement.

**18.3.2 RigNet Remedies for Material Breach.** RigNet may immediately terminate the MSA and any affected SOA. Without limiting the foregoing, any failure by Customer to timely pay to RigNet any amounts owing under any SOA will constitute a material breach of this MSA and such SOA. In the event RigNet terminates an SOA issued pursuant to this MSA before or during the Initial Term or any Renewal Term of the SOA for material breach by Customer, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due to the charges accelerated for the remainder of the Initial Term or any Renewal Term as liquidated damages and not a penalty.

**18.3.3 Other Material Breach.** RigNet may terminate this MSA immediately upon its reasonable belief that Customer has breached clause 13.1 (Export Controls and Sanctioned Countr3 (t)- (e)4 (r.i (e)4 ( 13.) (S)-2 8 (nd

**19. Miscellaneous:**

**19.1 Notices.** Notices, reports and other communications required or permitted by these Terms and Conditions to be given or sent by one Party to the other shall, except where otherwise provided, be in writing and in the English language, and be effective and considered duly given

by the substantive laws of the State of Texas, USA (unless the court determines that mandatory U.S. federal maritime laws apply to offshore activities), including without limitation its validity, interpretation, construction, performance and enforcement, but exclusive of the conflict of laws principles of the State of Texas, and any dispute related to such Services and/or these Terms and Conditions shall be resolved by the federal or state courts sitting in Harris County, Texas. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**19.6.2** For Services to be provided or performed in any other region of the world other than those areas in Section 19.6.1, above, these Terms and Conditions and all matters arising out of or relating to these Terms and Conditions will be governed by the substantive laws of England and Wales, exclusive of its conflict of laws principles, and any dispute related to such Services shall be finally settled by binding arbitration under the arbitration rules of ~~the~~ **19.6.2**

**19.9 Waiver.** No waiver by any Party of any one or more defaults by another Party in the performance of any provision of these Terms and Conditions shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or of a different character. Except as expressly provided in these Terms and Conditions



**EXHIBIT A**  
**SERVICE LEVEL AGREEMENT**

**Definitions**

RigNet's Service is the RigNet owned and operated Internet Protocol (IP) infrastructure that includes the Very Small Aperture Terminal ("VSAT") and Terrestrial infrastructure. The Services include the RigNet Equipment at the Points of Presence (POP) and the remote sites/facilities that interconnect within and between them. The Services do not include any Customer-owned equipment or the communications facilities connecting that equipment to the RigNet infrastructure. Services do not include any Customer provided third party communications facilities connecting the RigNet external networks nor network equipment owned and operated by anyone other than RigNet.

**Service Level & Quality**

Service Availability SLA - RigNet guarantees a 99.5% uptime of Services within the calendar month in which the Services are delivered, with the exception of the following Exclusions:

- Scheduled Maintenance
- Planned site move
- Atmospheric Attenuation
- Obstructed blockage to satellite
- Customer responsible outage (radio silence, loss of site power, internal network change, etc.)

RigNet will NOT extend its uptime guarantee to any equipment and services that it has no control over. An example of such is any Customer provided third-party connection (satellite, microwave), external Internet and or PSTN providers that are not included in the Services. ofoliotng:





of another provider for the purpose of facilitating any of the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Services; or

VIII.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Each Party agrees, at its sole cost and expense, to procure and continuously maintain in full force and effect, throughout the term of these Terms and Conditions and any SOA, with reliable insurance companies the following minimum insurance coverages denoted in items a) through d), inclusive, below.

- a) Workmen's Compensation and Employer's Liability Insurance (or P&I insurance as appropriate), in compliance with the rules of the site in which the work hereunder is to be performed; and, when appropriate, providing for coverage under the Federal Longshoremen's and Harbor Worker's Compensation Act, endorsed for operations on the Outer Continental Shelf; and when appropriate, such insurance shall be extended to include (but not limited to) the Jones Act and the Death on the High Seas Act, with minimum limits per occurrence of One Million U.S. Dollars (\$1,000,000);
- b) Commercial General Liability Insurance, with a per occurrence limit of not less than One Million U.S. Dollars (\$1,000,000), and a General Aggregate of not less than Two Million U.S. Dollars (\$2,000,000), covering bodily injury to or death of persons, or damage to or loss of the property of any person or entity, contractual liabilities assumed under these Terms and Conditions, including actions in rem, action-over claims, and with any watercraft exclusion deleted;
- c) Automobile Liability and Property Damage Insurance, specifically including coverage for contractual liability hereunder, with a minimum combined single limit per occurrence of One Million U.S. Dollars (\$1,000,000), with respect to injury to or death of, or damage to or loss of the property of, any person or entity;
- d) Excess Liability Insurance covering liabilities arising out of operations worldwide, with a combined minimum limit of not less than U.S. \$2,000,000.00 over and above the primary liability limits of all underlying insurance policies as required hereinabove. Such Excess Liability policy shall be "following form" of underlying coverages.
- e) If the performance of Services pursuant to these Terms and Conditions requires RigNet to provide Goods and/or Services to watercraft, Customer shall carry or require the owners of the watercraft to carry:
  - i. Hull and machinery insurance (including collision liability) in an amount not less than the market value of the watercraft,
  - ii. Protection and indemnity insurance, including coverage for crew liability, pollution liability and liability for removal of wreckage, in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater,
  - iii. Charterer's legal liability insurance in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater, and
  - iv. If the watercraft engages in towing operations, tower's insurance in an amount not less than the market value of the watercraft or USD \$10,000,000, whichever is greater.

The designation of minimum limits shall not, in any way, serve to limit the liabilities and obligations of the Parties under these Terms and Conditions. To the extent of the insurable risks and liabilities specifically assumed by each Party under these Terms and Conditions or any SOA, each Party's insurance shall name the other Party, its affiliated companies, its servants, agents, and employees as additional insureds (except for the Worker's Compensation).

To the extent of the liabilities specifically assumed by each Party under these Terms and Conditions, each Party's insurance shall contain a waiver of subrogation in favor of the other Party, its affiliated companies, its servants, agents, and employees. Each Party's insurance policy shall be considered primary to the extent of the liabilities specifically assumed by that Party under these Terms and Conditions. Should any of the above described policies of insurance be canceled or materially changed or modified prior to the expiration date thereof, the underwriters of such policies shall

With regard to its policies, each Party shall be solely responsible for that portion of any loss not covered by insurance solely by reason of a deductible or self-insured retention and for the payment of all premiums. To the extent of the liabilities specifically assumed by Customer under these Terms and Conditions, one or more of Customer's Inland Marine (or other Property policy or self-insurance – with RigNet's written consent) shall include coverage for the full replacement value of RigNet's equipment. The RigNet technicians will attend any required safety classes (at Customer's expense) as may be required to perform their duties on offshore facilities with notification of Customer.