KVH Master Services Agreement

Version U

INTRODUCTION

1. Introduction.

This Master Services Agreement ("**Agreement**"), whether electronic or on paper, is a contract between a subscriber ("**Subscriber**") and KVH Industries, Inc., including any of its wholly owned subsidiaries ("**KVH**"). This Agreement applies to all services identified in this Agreement and made available to Subscriber by KVH ("**Services**").

2. Definitions.

In this Agreement, capitalized terms have the meanings given to them when they are first used or the meanings given to them in this Section 2 (Definitions).

"**Anonymized Data**" includes information constituting or descriptive of demographic information, operational data, location, position, movements, habits, usage patterns, preferences, survey data, transmitted or received Subscriber Content, or other descriptive or related data that is not Personal Data and that does not include the identity of any Subscriber, Subscriber equipment, vessel, or particular user of the Services.

"AgilePlans" means a package of Services that are made available by KVH on a month-to-month basis pursuant to a monthly subscription fee and include the Services identified on an AgilePlans by KVH Service Order, the Terminal Equipment identified on an AgilePlans by KVH Service Order, and the KVH OneCare Global Service and Support service**.**

"CommBox" means a CommBox network management solution used on a vessel and potentially also at an onshore location to improve network performance and control. A CommBox solution includes CommBox standard software ("**CommBox Software**") and can also include additional software modules for additional functionality ("**Add-on Software Modules**").

"**Content**" means both Subscriber Content and KVH Content.

"**KVH Content**" means any communications, messages, programming, news, weather, training, entertainment, gaming, and educational information, vessel operational, location and/or position data, and video supplied by KVH and its Service Providers. For the absence of doubt, KVH Content may be provided by KVH either as a Service or included within a Service that is provided by KVH.

"**KVH Link Service**" means a package of KVH Content that are made available by KVH, including any of the following: programming, news, weather, training and educational information, charts, and video supplied by KVH and its Service Providers.

"**KVH VSAT Service**" means an Airtime Service provided by KVH using KVH's global High Throughput Satellite network to provide broadband throughput capabilities to vessels, and include AgilePlans.

"**Personal Data**" means any information regarding an identified or identifiable natural person, or as defined under applicable law. "Personal Data" shall have the same meaning as "Personal Information", "Personally Identifiable Information" as set forth under applicable law.

"**Service Order**" means each KVH form, whether electronic or on paper, that Subscriber completes, executes and submits to KVH, either directly or electronically through www.myKVH.com (the "**myKVH Site**") to order or modify Services from KVH. For the avoidance of doubt, an Activation Form is a Service Order for new Service(s). The AgilePlans by KVH Service Order is also a Service Order for new Services.

"**Service Provider**" means any third-party provider of networks, communications services, equipment installation or support services authorized by KVH to provide the KVH Content and Services, including satellite and gateway services, and terrestrial, GSM and LTE networks, and includes the affiliates, resellers, channel partners and agents of KVH and such third parties authorized by KVH.

"**Subscriber Content**" means any information, data, images or videos generated or transmitted by the Subscriber or its Third Party Users, or transmitted to the Subscriber or its Third Party Users by anyone other than KVH and its Service Providers, in all cases using either an Airtime Service or a Management Service, and includes, but is not limited to, voice communications, data, emails, short messages, facsimiles, images, videos, gaming and vessel operational data, location and/or position data. Subscriber Content may include Personal Data.

"**Subscriber Equipment**" means any equipment used to access and use the Services that is not provided by KVH. Subscriber Equipment can potentially include computers, monitors, servers, firewalls, modems and devices that connect with the Terminal Equipment, but were not provided by KVH to Subscriber. Subscriber Equipment can also include a Third Party Terminal.

"**Terminal Equipment"** means a two-way satellite, GSM or LTE antenna and/or other associated terminal equipment (potentially including, but not limited to, servers, terminals, set top boxes, firewalls, modems or the CommBox), that is provided by KVH for use with any of the Airtime Services.

"**Third Party Terminal**" means a satellite antenna and/or other associated transceiver equipment that is not manufactured by KVH but has been approved by KVH for use with the Service.

3. Binding Agreement.

By purchasing Services from KVH, Subscriber agrees to abide by the terms and conditions of (i) this Agreement, (ii) the terms of each Service Order, and (iii) applicable pricing plan, rate sheets and policies associated with the particular Services selected by Subscriber on each Service Order (the "**Subscriber Policies**") (for purposes of this Agreement, the terms and conditions of each Service Order and the Subscriber Policies shall be included in the definition of "**Agreement**"). The Subscriber Policies shall be published and made available by KVH to Subscriber at www.kvh.com/airtimeresources. KVH shall not be bound by Subscriber's terms and conditions in Subscriber's purchase order with Service Providers or elsewhere.

4. Services Description.

Most of the Services made available by KVH to Subscriber involve three broad categories: "**Airtime Services,**" "**Data Management Services**" and "**Support Services**" each described in Section 4(a), 4(b) and 4(c) below. KVH may supply each of these three categories of Services to Subscribers using networks, services and communications Content of various Service Provider(s).

(a) KVH's Airtime Service(s). KVH's Airtime Service(s) consist of any form of communications or data transmission using any form of wired or wireless transmission capability, including satellite, GSM or LTE.

(b) KVH Data Management Service(s). KVH Data Management Services include any transmission and communications management tool provided by KVH, such as data and transmission management, interface and display, storage, firewall and cyber security service, including Internet access, software, VoIP, email, short message services and facsimile.

(c) KVH Support Services. KVH's Support Services are provided through KVH's OneCare Global Support Program, which includes multiple levels of subscription-based technical and operational support services. OneCare Global Support Program may be supplemented with additional non-subscription support services known as OneCare Professional Services which are described in Section 4(d) below.

(1) Required Services for Terminal Equipment.

(i) KVH requires that Subscribers that use Terminal Equipment for the reception of Airtime Services (except Subscribers receiving Airtime Services as a part of KVH's AgilePlans Service) purchase one of the levels of subscription-based OneCare Global Support Program for each KVH TracPhone and TracNet terminal and for each KVH Integrated Solution Product. The different levels of Service and Support plans are: (1) "Leisure Essential Service and Support" ("Leisure"), (2) "Standard Service and Support" ("Standard"), (3) "Premier Service and Support" ("Premier"), and (4) "Premier+ Service and Support" ("Premier+").

(ii) Subscribers of KVH's AgilePlans Service receive KVH's OneCare Global Service and Support as a part of the Agile Plans Service at no additional cost.

(2) Leisure Essential Service and Support. This service option is available only to KVH subscribers of Starlink service. The Operational Support provided by Leisure support covers only the Starlink terminal hardware and warranty administration.

(3) Standard Service and Support. Airtime Service Subscribers that have stand-alone KVH TracPhone or TracNet terminals are eligible to subscribe to any level of OneCare Service and Support Service and are required, at a minimum, to subscribe to Standard service. The Operational Support provided by Standard support covers only the KVH TracPhone and TracNet terminals, the embedded software, and any IP-MobileCast Media Server that may be installed by KVH with the terminal ("**Covered Terminal Equipment**").

(4) Premier and Premier+ Service and Support. Premium and Premier+ support provide support for both KVH equipment and any third-party equipment sold to Subscriber by KVH (also included within the definition of "**Covered Terminal Equipment**"). Premier+ support also provides Remote Port Repair Coverage.

(d) Additional Support Services. OneCare Global Support Program may be supplemented with additional non-subscription Support Services, including OneCare Application Engineering, OneCare Solution Deployment, and OneCare Preventative Maintenance (collectively, "**OneCare Professional Services**"). The OneCare Professional Services are not automatically included in the OneCare Global Support Program and are governed solely by KVH's Professional Services Terms and Conditions, which can be found at KVH's website (www.kvh.com/professionaltermsandconditions) and not by this Agreement.

(e) CommBox Support. Users of CommBox are required to have a subscription to the CommBox Software Maintenance and Support service ("**CommBox Support**").

SUBSCRIBER'S ACCOUNT

5. Subscriber Representations.

Subscriber represents to KVH that: (a) Subscriber or the person executing this Agreement or Service Order on behalf of Subscriber is of legal age, is fully competent and has the power and authority to enter into and perform Subscriber's obligations under this Agreement; (b) if Subscriber is an entity, the person executing this Agreement or Service Order is authorized by Subscriber to do so; (c) Subscriber will comply with all terms and conditions of this Agreement, the terms of each Service Order and Subscriber Policies; (d) all information provided by Subscriber to KVH on each Service Order, on the myKVH Site or elsewhere is truthful, accurate and complete; and (e) Subscriber will notify KVH promptly of any changes in such information.

6. Credit Approval and Security Deposit.

(a) Credit Approval. All accounts are subject to credit approval. In addition to information supplied by Subscriber, Subscriber hereby consents to KVH obtaining Subscriber credit information from trade references and credit reporting agencies, and such other sources as KVH deems necessary or appropriate.

(b) Security Deposit. Based on this information and other factors KVH deems relevant to Subscriber's creditworthiness, including without limitation Subscriber's payment history and/or usage patterns, KVH may require Subscriber to make a security deposit or other form of payment guarantee. Such deposit shall be subject to increase or decrease as KVH 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. KVH will refund Subscriber's deposit upon termination of a Service Order(s) or this Agreement, as applicable.

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

7. Operation of Subscriber Account.

(a) Account Registration. Subscriber must initiate its account by registering on the myKVH Site, including providing all information required by the registration process, and by completing the registration, including Subscriber's acknowledgement and consent to the terms of this Agreement, through the associated Service Order execution process. Subscriber, or its Authorized Representative(s), can then order Services from KVH by completing Service Orders associated with its account and, with respect to Service Orders completed electronically on the myKVH Site, by executing those Service Orders through the associated electronic signature process.

(b) Obligation to Notify of Changes in Account Information. Subscriber is solely responsible for keeping Subscriber's account information with KVH up to date. Subscriber's failure to promptly provide KVH 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 or Subscriber's account by KVH.

(c) Invoices and Notices. KVH will deliver invoices and important notices to Subscriber via the electronic mail address on Subscriber's Service Orders. Subscriber shall not be

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released from Subscriber's obligations under this Agreement, including the obligation to make timely payment, because invoices and notices are not received.

(d) Authorized Person(s). Subscriber may designate other person(s) as "**Authorized Representative(s)**" or "**myKVH Authorized User(s)**" by completing, signing, and submitting to KVH an Account Administration Form, which can be found at KVH's website (www.kvh.com/accountadminform) or when available via the myKVH Site.

(1) If Subscriber makes an Authorized Representative designation, Subscriber grants such person(s) full right, power and proper authority to enter into and act for and on behalf of Subscriber with respect to this Agreement, including but not limited to the purchase or modification of Services and management of Subscriber's account, except for appointing additional Authorized Representatives.

(2) If Subscriber makes a myKVH Authorized User designation, Subscriber grants such person(s) full right, power and proper authority to enter into and act for and on behalf of Subscriber with respect to the specific account functions and/or roles designated on each Service Order or the Account Administration Form (as applicable).

All use by an Authorized Representative(s) or myKVH Authorized User (collectively, "**Authorized Person**") is subject to this Agreement.

(e) Responsibility for Authorized Person(s). Subscriber agrees to accept all responsibility and liability for all decisions, omissions, actions, and changes made by Subscriber's Authorized Person(s). Subscriber agrees to reimburse, indemnify and hold harmless KVH on demand for any and all costs, expenses and reasonable attorney's fees incurred by KVH in defending any claims relating to or arising out of any decisions, omissions, actions, and/or changes made by Subscriber's Authorized Person(s).

(f) Removal of Authorized Person(s); Changes in Services. At any time and without prejudice to or adverse effect on any rights KVH may have against it or Authorized Person(s), Subscriber may remove the authority of an Authorized Person by submitting a signed Service Order to KVH or electronically via the myKVH Site.

RESALE AND THIRD PARTY USE

8. Resale, Distribution, and Third Party Use.

(a) No Resale or Unauthorized Distribution of Services or KVH Content. Subscriber shall not re-sell or distribute the Services or provide the Services or the KVH Content to any third party, with or without consideration, without KVH's prior written consent, in its sole discretion. The sole exception to this restriction is making the Services or KVH Content available to employees, crew, customers, Authorized Persons and other individuals designated by Subscriber as eligible to use the Services (collectively referred to as the "**Third Party Users**"). KVH reserves the right in its sole discretion to terminate this Agreement or suspend Services in the event of unauthorized resale or distribution of Services or KVH Content by Subscriber.

(b) Responsibility for Third Party Users. Subscriber shall be fully responsible for the compliance of its Third Party Users with all of the relevant terms and conditions of this Agreement, including but not limited to the first paragraph of this Section 8 (Resale and Third Party Use), Sections 9 through 11 (Equipment), Sections 12 through 21 (Use of Airtime Services), Sections 22 through 25 (Subscriber Information and Privacy), Section 26 (Proprietary Rights), Sections 33 through 39 (Warranties and Liabilities) and Sections 50 through 86 (Service Specific Requirements); and as a condition of their use of the Services, Subscriber shall require its Third Party Users to enter into an agreement with Subscriber requiring them to consent to and comply with the above listed terms. Subscriber acknowledges that, if a Third Party User fails to comply with the above listed terms of this Agreement, KVH shall have the right to limit, modify, suspend or terminate the Services just as it would for non-compliance by Subscriber.

EQUIPMENT

9. Terminal Equipment. The Terminal Equipment can either be purchased or leased from KVH, except with respect to Terminal Equipment that is provided by KVH for use with KVH's AgilePlans and Firewall Services, which are provided without charge but at all times remains the property of KVH. All Subscribers are required to maintain, operate and safely and securely store the Terminal Equipment. Subscriber and any of its Third Party Users shall not modify the Terminal Equipment in a manner that violates this Agreement or would otherwise alter the transmission characteristics of the Terminal Equipment.

The Parties agree to the creation of a charge and equitable lien over all Terminal Equipment that has been supplied pursuant to this Agreement, and/or over any vessel to which Terminal Equipment or Services have been provided. Such charge or equitable lien shall be deemed a "Maritime Claim" under Article 1 of the International Convention on the Arrest of Ships 1952 and 1999, entitling KVH (or its agents) to take action against any vessel (or its sisterships) to which Terminal Equipment or Services have been provided.

Subscriber hereby grants KVH a lien upon any and all cargoes, bunkers, hires, sub-hire, all freights, sub-freight relating to any vessel's employment for any sums due to KVH under the Agreement. Neither Party shall take issue and/or dispute either the right of lien or charge, or the corresponding right of arrest or attachment.

10. Subscriber Equipment.
Subscriber, at Subscriber's expense, shall be solely responsible for providing, installing, maintaining, and operating all Subscriber Equipment. KVH makes no guarantee as to, and bears no responsibility for, ensuring compatibility of Subscriber Equipment with the Terminal Equipment and the Services.

11. KVH Communication with Terminal and Subscriber Equipment. KVH may, for network management purposes and to improve the Services, communicate with the Terminal Equipment and the Subscriber Equipment over the network without prior notice or further consent from Subscriber for such purposes as to (i) direct it to initiate, cease, or modify its communications with the network; (ii) perform software upgrades ; (iii) test hardware, software, and satellite signal configurations; and (iv) monitor, log, and analyze satellite signal and hardware performance, vessel operation, location or position, and environmental conditions (collectively referred to as "**Network Management Communication**"). As a part of this process, KVH may collect vessel-specific and Subscriber-specific information, such as vessel navigation and operations data, and data regarding Subscriber and third-party equipment or hosted software installed on the vessel. Said data may be collected, stored and analyzed for KVH's internal use, such as to manage, test, and improve the Services, and/or for additional services that monitor equipment health, assist in Subscriber fleet operations, and optimize the performance and reliability of KVH Services received by Subscriber. Subscriber hereby consents to such Network Management Communication by KVH, which shall be conducted at no additional cost to the Subscriber. Subscriber further acknowledges and consents to the use by KVH of Anonymized Data, as defined in Section 2 of this Agreement, by KVH to measure, depict and analyze trends, group behaviors, benchmark performances and other aggregated phenomena, including providing the Anonymized Data and analyses to third parties.

USE OF SERVICES

12. Subscribers' Liability for Use, Misuse, Unauthorized Use or Theft of Airtime Services.

(a) Payment of Charges. Subscriber shall be solely responsible for payment of all charges, including any monthly fixed and overage charges, all charges for KVH Content services, including Airtime Service charges for the re-transmission of Content or other materials that may not have been successfully received during initial transmission, and any fees for Network Management Communication, transmission and/or termination of data or voice communications. Subscriber is solely responsible to supervise and control the consumption and use of the Airtime Services. Subscriber shall be solely responsible and liable for unauthorized use of Subscriber's account whether fraudulent or otherwise.

(b) Airtime Services Rates and Overage Charges. Subscriber acknowledges that the prices for the Airtime Services may include both monthly fixed rates for data transmissions up to a maximum ceiling and additional overage charges for data transmissions in excess of the monthly maximum limit. Subscriber further acknowledges that certain Airtime and KVH Content Services, such as video programming services, may be subject to separate fees such as on a per viewing basis. In addition, certain communications, such as voice calls, may be subject to transmission and/ or termination charges imposed by third-party Service Providers.

(c) Responsibility for Equipment Configuration. It is Subscriber's sole responsibility to ensure that all Terminal Equipment and Subscriber Equipment is properly configured for the particular Airtime Service that Subscriber has selected, and has a continuous source of power and connection to the Airtime Service to receive software and Content updates. It is Subscriber's sole responsibility to gain an understanding of the technical aspects, use, and operation of the Terminal Equipment, and Subscriber Equipment as well as the details and terms of the Airtime Services and the associated rates. KVH and its Service Providers are not to be held liable and are not responsible for any misuse of the Airtime Services or any non-compliant configuration of the Terminal Equipment and Subscriber Equipment used to provide the Airtime Services and Subscriber is solely responsible for any excess consumption or overage of the Airtime Services that results from such misuse or non-compliant configuration.

(d) No Refunds for Improper Equipment Configuration. KVH shall not under any circumstances abate or refund charges to Subscriber's account arising from the fact that, or on the basis of Subscriber claims that, Terminal Equipment or Subscriber Equipment was not properly configured at the time charges were accrued.

(e) Subscriber Obligated to Notify if Equipment Transferred or Stolen. Subscriber shall notify KVH immediately in writing if Subscriber sells, gives away or otherwise transfers the Terminal Equipment to another party, or if the Terminal Equipment is stolen or otherwise removed from Subscriber's vessel or other such vehicle or platform. Upon KVH's request, Subscriber shall provide a police report of any theft.

(f) Subscriber Registered Agent of Services. Unless and until KVH receives written notice from Subscriber terminating Service as provided herein or unless otherwise provided by law, Subscriber shall be considered the registered recipient of the Services, and liable for any charges or fees incurred by any use of the Services.

13. Unacceptable Use of Services.
Services shall not be used for any unlawful or unacceptable uses ("**Unacceptable Use**"), which shall be determined in KVH's sole discretion, including without limitation: (a) posting, disseminating, storing or transmitting duplicative or unsolicited messages, chain letters, pyramid schemes, or unsolicited email (commercial or otherwise); (b) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious or racially, ethnically or otherwise objectionable; (c) obtaining unauthorized access to data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (d) unauthorized monitoring of data or traffic on any network system; (e) interfering or disrupting service to any other user, host or networking, including mail bombing, flooding, attempts to overload a system, and broadcast attacks; (f) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting; (g) relaying mail via another site's mail server without express permission of that site; (h) canceling any postings or messages other than Subscriber's own, except for postings in Subscriber's name that have been forged; (i) impersonating any person or entity, including any KVH employee or representative; (j) disclosing Subscriber's password or other means for accessing the Service to any third party, or otherwise facilitating unauthorized access thereto; (k) using the Services where they are not authorized; (l) furthering criminal activity; (m) using a VoIP Service for forwarding US toll-free numbers internationally; or (n) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for Content available through the Airtime Services. Subscriber is obligated to ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that is transmitted over the Airtime Service either by Subscriber or by KVH on Subscriber's behalf. Any Unacceptable Use of the Services shall be a breach of this Agreement.

14. Prohibited Applications and Content.
Subscribers are not permitted to use the Airtime Services for peer-to-peer file sharing services and all such protocols will be blocked by KVH. Subscribers using fixed rate plans or unlimited use rate plans are also not permitted to use the Airtime Services for online gaming software applications and streaming media that has not been marketed or approved by KVH and all such data transmissions will be blocked by KVH.

15. Fair Access Policy.
To ensure that all subscribers have equitable access to the Airtime Services, KVH has implemented a Fair Access Policy ("**FAP**"). Subscriber agrees that KVH has the right to monitor the satellite network for upload and download activity that causes disruption of data transfer rates and poor performance of the Airtime Services. If Subscriber performs upload and download data activity that is excessive and contributes to the disruption of the Airtime Services, KVH is authorized to temporarily limit the transfer rate at which Subscriber can send and receive data over the Airtime Services without liability or to charge for use beyond the limit. KVH, however, will not reduce the data transfer rate for Subscribers of the KVH VSAT Service below the committed information rate ("**CIR**"), which is the lowest average information rate that KVH will configure a Subscriber's KVH VSAT Service. Actual information rates can drop below the CIR as detailed in Section 18 (Airtime Services Availability). Excessive use shall be determined by KVH in its sole discretion, based on the FAP limits or CIR associated with a Subscriber's pricing plan and pro-ration of network capacity of all subscribers simultaneously using the network at any point in time. For fixed rate plan and unlimited use rate plan subscribers, excessive use includes but is not limited to the use of web cameras, voice, or VoIP services (not marketed as part of the Airtime Services), and excessively large file downloads or uploads. Subscribers engaging in

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excessive use will still be able to use the Airtime Services, but Subscriber's transfer rate will be slower. In cases of extreme and continued violation of the FAP, as determined by KVH in its sole discretion, Subscriber's use of the Airtime Services may be suspended by KVH and terminated by KVH if Subscriber fails to cure the violating conditions within thirty (30) days following the dispatch to Subscriber by KVH of written notice of the violation. Subscriber agrees that KVH may use other traffic management and prioritization tools to help ensure equitable access to the Airtime Services for all subscribers.

16. Airtime Services Limitations.
Subscriber is responsible for abiding by all international and jurisdictional rules and regulations. The Airtime Services may be used in international waters and to the extent permitted, within the territorial waters of various countries. Subscriber is responsible for ensuring that the Services are used only within the territorial waters of countries that permit such use. Subscriber acknowledges that the definition and geographic size of territorial waters for purposes of these limitations varies from country to country. Subscriber also acknowledges that some countries such as the United States permit the unlimited use of the Airtime Services in their territorial waters, while others may allow use of the Airtime Services only on a temporary basis while transiting their waters and others may not allow use of the Airtime Services in their territorial waters at all.

17. KVH Status.
Subscriber acknowledges that KVH makes the Airtime Services available using satellite and telecommunications networks, programming, content, and other services provided to KVH by third-party Service Providers. The networks and content vary with regard to technology, configuration, Terminal Equipment, and/or Subscriber Equipment to be used and with regard to application possibilities, throughput, and quality. An Airtime Service can only be used in relation to the network of the applicable Service Provider. KVH's ability to make the Airtime and other Services available is therefore derived from and limited by the terms of the agreements between KVH and the Service Providers. KVH will at all times have the right to take measures and/or give instructions to Subscriber that KVH or its Service Providers deem reasonably necessary in order to prevent and/or correct faults in the Services, which Subscriber shall follow. KVH also has no control and no responsibility or liability over the manner in which Services are delivered and provided by Service Providers. KVH therefore reserves the right to terminate immediately this Agreement and/or the provision of any Services under this Agreement if KVH's agreements with its applicable Service Providers terminate, or if KVH ceases to provide one or more of the Services to subscribers.

18. Airtime Services Availability.
(a) 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. Published data rates are rate plan maximums ("**Maximum Information Rates**") and may vary in different regions and conditions and are based on satellite transmissions involving the Terminal Equipment and not Subscriber Equipment. Subscriber acknowledges that, from time to time, the Airtime 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, Subscriber's own network configuration and usage patterns, and maintenance and upgrade procedures or repairs which KVH and/or its Service Providers, including its satellite operators, may undertake from time to time, including grooming or transition of satellites.

(b) Not Error-Free or Continuous. Subscriber further acknowledges that the operation of the Services may not be continuous, uninterrupted, or error-free. Without limiting the foregoing, the Services may become unavailable or limited because of network equipment failures, incompatibility of Subscriber Equipment, capacity limitations of a Service Provider, emergency pre-emption as required by governmental authorities who have jurisdiction over Service Provider's systems, or periodic or emergency maintenance conducted by KVH or a Service Provider for modifications, upgrades, repairs, and similar purposes. The Airtime Services are also subject to transmission and reception limitations caused by: (a) service area limitations, including without limitation, changes to the satellites used to provide the Airtime Services, or the coverage patterns of the satellites or topographical conditions, whether man-made or natural that obstruct the line of transmission between the Terminal Equipment or Subscriber Equipment and the Airtime Services; (b) the condition of Terminal Equipment or Subscriber Equipment; (c) Acts of God and other causes beyond the control of KVH which are not reasonably foreseeable by KVH; (d) weather conditions; (e) atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances); (f) magnetic interference; (g) environmental conditions; and (h) other like conditions. Given these limitations, Subscriber is solely responsible for management of its Subscriber data, including but not limited to back-up and restoration of that data. KVH and its Service Providers are not responsible for the loss of Subscriber data or for the back-up or restoration of Subscriber data.

19. Security; Passwords.
The Internet is an inherently insecure medium and KVH does not represent, warrant, or guarantee the security or integrity of any communications made or received using the Airtime Services. Subscriber shall be solely responsible and liable for the security, confidentiality and integrity of all of the Content that Subscriber or its Third Party Users receive or transmit through the Airtime Services or store on the Terminal Equipment or Subscriber Equipment, and all Subscriber data used with the Services. Subscriber shall be solely responsible and liable for any authorized or unauthorized access to Subscriber's account by any person. Subscriber agrees to bear all responsibility and liability for the confidentiality of the passwords of Subscriber and its Third Party Users and all use of the Services with such passwords.

20. Internet, Programming, and Other Content.
(a) Suitability of Content. Subscriber acknowledges that Internet sites, video programming, and other Content, might consist of, include and/or provide access to images, sounds, messages, text, service or other Content and material that may be unsuitable for minors and that may be objectionable to many adults. Subscriber acknowledges that access to the Internet and video programming Content through the Airtime Services is at Subscriber's sole risk.

(b) Limited Availability of Access. The reliability, availability, legality, performance, and other aspects of resources accessed through the Internet are beyond KVH's reasonable control and are not in any way warranted or supported by KVH or its Service Providers. KVH does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from sites or resources available through the Airtime Services, including the accuracy or reliability of any material or claims contained therein. Subscriber acknowledges that safeguards relative to copyright, ownership, appropriateness, reliability, legality, and integrity of Content may be entirely lacking with respect to the Internet and Content accessible through it. Subscriber assumes all risk and liability of any use of the Internet through Subscriber's account.

(c) Control of KVH Content. KVH retains absolute and complete discretion to select the KVH Content made available by KVH through the Airtime Services, including the right to update, modify, or delete the KVH Content that is available through the Airtime Services or is maintained on the Terminal Equipment or Subscriber Equipment. KVH may use the Airtime Services to remotely update the KVH Content and operating software maintained on the Terminal Equipment and Subscriber Equipment without notice to, or the permission of, the Subscriber. Subscriber shall not interfere in any way with the exercise by KVH of these rights.

(d) Promotional Materials. The KVH Content made available by KVH through the Airtime Services may include promotional material for KVH-provided products and services and Subscriber herein consents to the receipt of such promotional materials.

(e) Disclaimer of Content Liability. Certain of the Content provided using the Airtime Services may include vessel operational, location and position data, communications involving you, your officers and employees, or instructional, training, entertainment, and information, including news, weather conditions, forecasts and data, training, and educational material. KVH and its Service Providers provide no warranty or assurance regarding the accuracy, reliability, or completeness of such Content, including such KVH Content, and the presentations and data contained therein. The transmission and receipt of all Content is subject to delay and blockage inherent in satellite transmission. All originators and recipients of the Content accept and assume all risk and liability for their potential reliance on information, data, and material provided through the Airtime Services.

21. Remedial Obligations.
If Subscriber believes that there has been any violation of any of the restrictions on use of Services, Subscriber shall contact KVH immediately and provide: (a) the nature of the alleged violation, along with any supporting evidence; (b) the date and time of the alleged violation, including the time zone; and (c) the telephone number or IP address used to commit the alleged violation. Where a violation of the use of Airtime Service restrictions is found to have occurred, KVH shall have full and absolute discretion to determine the response that is appropriate in the circumstances, including (but not limited to) any one or more of the following actions: (a) issue a warning to the user; (b) remove any postings that violate the terms of this Agreement; (c) suspend newsgroup posting privileges; (d) suspend the Subscriber's Services; (e) terminate the Subscriber's Services following Subscriber's failure to cure the violation within thirty (30) days following the dispatch to Subscriber by KVH of written notice of the violation; and (f) bill Subscriber for administrative costs and/or reactivation charges. KVH is not responsible for any failure or delay in removing such unauthorized Content. Subscriber agrees to fully cooperate, as may be necessary or requested by KVH to investigate alleged violations of law, regulation, the terms of this Agreement or otherwise to protect KVH's rights or property, and may include disclosure to or cooperation with authorized governmental authorities.

SUBSCRIBER INFORMATION AND PRIVACY

22. Use and Control of Information.
(a) Personal Data Collected. KVH collects Personal Data in connection with the Services. The type of Personal Data KVH collects may vary depending on the Services rendered and Subscriber's interactions with KVH.

(i) From Subscriber. When Subscriber signs up to receive, add or extend a Service, KVH collects Personal Data that Subscriber provides such as names, contact details (address, email and phone number), billing contact details and payment method, and other data detailed on the Activation Service Order to fulfill the terms of this Agreement. In providing certain Services, KVH collects location data from the vessel and from Subscriber's connected devices such as GPS, latitude and longitude information, images of the various locations and the operations and performance of the Subscriber Equipment on the vessel. At Subscriber's election, KVH supplements this data with information it discloses about its location (such as ZIP or postal code) to provide content that may be of interest to Subscriber. KVH also may collect Personal Data when Subscriber visits a customized website or Customer Account Portal (as defined in Section 54), including email address, telephone number, username or login. More information about KVH's data collection practices when browsing KVH's websites can be found at www.kvh.com/privacy

(ii) From Third Party Users. When Subscriber signs up to receive, add or extend a Service, KVH may collect and process Personal Data Subscriber provides about Third Party Users. If Subscriber provides KVH with Personal Data of a Third Party User, Subscriber acknowledges that Subscriber is responsible for obtaining any necessary consents or authorization from the Third Party Users for the provision of their data.

(b) Use of Personal Data.

(i) Types of Use. KVH uses Personal Data for a variety of business purposes including to enter into a contract; establish or activate accounts; conduct credit reports; provide contracted Services, and manage communications with Subscriber including to provide appropriate technical support; perform accounting, auditing, billing, reconciliation and other collection activities; provide Subscriber access to customized websites and Customer Account Portals to manage Subscriber's account and track data usages; operate and improve the Services, including the analysis, enhancement and development of KVH products and services; send at Subscriber's election newsletters, offers programs, product and services that may be of interest to Subscriber; perform data analytics and; identify and protect against fraud, or other criminal activities; defend against legal claims and comply with applicable law and KVH policies. When KVH operates as a processor, the parties agree to comply with KVH's Data Processing Addendum ("Addendum"), available at www.KVH.com/DPA.pdf, with respect to KVH's Processing of Personal Data and Subscriber Content (as applicable) on behalf of Subscriber in the provision of the Services.

(ii) Customer Proprietary Network Information to Provide Products and Services. KVH is required under United States federal law to protect the confidentiality of Subscriber's Customer Proprietary Network Information ("**CPNI**"). Subject to Subscriber's opt-in consent, KVH and its subsidiaries and affiliates may use Subscriber's CPNI (*e.g.*, the identity of the telecommunications services Subscriber purchased and Subscriber's usage of those telecommunications services) to contact Subscriber to offer other products and services to Subscriber based on this information. At any time, Subscriber may opt-out by informing KVH that Subscriber no longer wishes to allow KVH to use Subscriber's CPNI for such purposes by informing KVH in writing at the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Marketing Dept. OR via email to press@kvh.com. Any approval or denial of approval for the use of CPNI outside of the Service to which Subscriber already subscribes from KVH is valid until Subscriber affirmatively revokes or limits such approval or denial. Denial of Subscriber's approval for KVH to use Subscriber's CPNI will not affect the provision of any Services to which Subscriber's subscribe. However, Subscriber's approval for KVH to use CPNI may enhance KVH's ability to offer products and services tailored to Subscriber's needs. None of the above shall be construed to limit KVH use of other information not addressed in this Section 22 (Use and Control of Information).

(c) Legal Basis. KVH collects Personal Data where necessary to perform under the Agreement. The Personal Data KVH collects to enter into a contract with Subscriber is mandatory to perform the Agreement and render Services, or is otherwise required to comply with the law. KVH cannot provide Services without Subscriber's Personal Data as set forth in the Service Order. KVH also collects and uses Personal Data in accordance

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with its legitimate business interest, including to improve KVH's products and services, perform accounting and other billing and auditing functions, manage information and network security, and perform data analytics. Subject to applicable law, KVH may use Personal Data in the event of a sale, merger, consolidation, change in control, transfer of assets, reorganization bankruptcy, or liquidation, on the basis of its legitimate interest to develop and/or reorganize its business activities. Where required by applicable law, KVH seeks Subscriber's prior consent to engage in marketing activities and provides Subscriber the right to opt-out. In other cases, KVH uses Personal Data to comply with applicable law or as required in response to courts, law enforcement agencies or other legal authorities, or to defend or pursue legal claims on the basis of its legitimate interest to defend its interests.

(d) Sharing Personal Data. In order to provide Services worldwide, Personal Data will be shared with KVH entities, including those outside of the jurisdiction where the Subscriber resides. Access to Personal Data is only to those who require such access to perform their tasks and to third parties who have a legitimate purpose for accessing it. Personal Data also will be shared with our Service Providers in order to render the Services, including to fulfill orders, process data on KVH's behalf, provide direct marketing services, or provide technical support. KVH Service Providers are contractually bound to use Personal Data for the service they were hired to perform. In certain circumstances, it may be necessary for KVH to share Personal Data with legal advisors, banking institutions, creditors, auditors or to protect KVH's legal rights.

(e) Security. KVH employs industry standard administrative, technical and physical safeguards designed to protect Personal Data against accidental, unlawful, or unauthorized destruction, loss, alternation, access or use. Still, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, KVH cannot guarantee that Personal Data is under absolute security with the existing security technology. Contact privacy@kvh.com with any questions about the security of the Personal Data.

(f) Rights and Choices.

(i) Subscriber may opt-out at any time to receiving direct marketing materials from KVH and its Service Providers by contacting KVH in writing at the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: VP of Marketing, KVH Marketing Dept. OR via email to privacy@kvh.com.

(ii) To the extent required by applicable law, Subscribers and Third Party Users are entitled to obtain access to information on KVH's processing of the Personal Data supplied, to object to processing of the Personal Data, make use of the right to data portability and to have the Personal Data rectified or deleted or their processing restricted. Contact privacy@kvh.com to exercise these rights or learn more about KVH's Personal Data protection practices. Subscribers also may lodge a complaint with the competent supervisory authority or seek other remedies under applicable law.

(g) Personal Data Retention. KVH retains Personal Data no longer than necessary in relation to the purposes for which it was collected or otherwise processed. To the extent required by applicable law, KVH will erase or destroy Personal Data upon termination or expiration of the Agreement, or when Subscriber withdraws consent (where lawfulness of processing was based on consent and there is no other legal ground for the processing); when KVH objects to the processing and there are no overriding legitimate grounds for the processing; when Subscriber's Personal Data has been unlawfully processed; and when it is necessary to comply with legal obligations to which KVH is bound.
(h) You may contact the legal representative and Data Protection Officer at privacy@kvh.com or:

Felise Feingold
Sr. Vice President, General Counsel & Compliance Officer
KVH Industries, Inc.
50 Enterprise Center
Middletown, RI 02842 USA
401-847-3327

If you are located in Europe, you may also contact us at:
Felise Feingold
Sr. Vice President, General Counsel & Compliance Officer
KVH Industries A/S
Birkeroed Kongevej 150B
3460 Birkeroed, Denmark
+1 401-847-3327

23. Communications with Subscriber.
KVH may from time to time communicate with Subscriber on technical or operational matters pertaining to the Services, their features, their use, their Service Providers, Third Party Users, for example, to respond to inquiries, fulfill order, administer Services or address technical or Service matters using online, facsimile, telephone, email and mail, and with Subscriber's consent, using short message services. In addition, with the Subscriber's consent, KVH and its business partners may also contact Subscriber on marketing matters pertaining to their products and services, events and special offers. Subscriber acknowledges that its interactions and communications with KVH, its representatives and its Service Providers may be monitored or reviewed for quality control and other reasonable business purposes.

24. Privacy Limitations.
Subscriber and its Third Party Users understand that data communications transmitted over wireless systems and the Internet may not be private or secure and KVH makes no warranties regarding the privacy or security of such communications. Subscriber consents to KVH or its Service Providers monitoring Subscriber's account activity in order to resolve billing queries, prevent and minimize fraud or misuse and ensure the quality of the Services. KVH operates internationally and, when Subscriber or its Third Party Users use Services, the data, including any personal or sensitive data, will be transferred and stored in different parts of the world. In using the Services, Subscriber agrees for itself and its Third Party Users that such international transfers and storage will take place.

25. Network Access and Monitoring.
Subscriber agrees and acknowledges that KVH and its Service Providers may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Subscriber agreements that KVH and its Service Providers may implement and maintain an interception capability suitable to meet these law enforcement and regulatory requirements where KVH and/or its Service Providers are obliged by law to ensure or procure that such a capability is implemented and maintained. KVH and its Service Providers may also implement and maintain a data retention capability to meet law enforcement and regulatory requirements where KVH and/or its Service Providers are obliged by law to ensure or procure that data is retained. KVH and its Service Providers may additionally cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Subscriber or its Third Party Users. KVH and its Service Providers will also be free, in their reasonable good faith discretion and without notice, to provide Subscriber and its Third Party Users' information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten policy or the rights of any person or entity, and to maintain and use internally such information and records. Subject to applicable law, information generated by or in connection with KVH administration of the Services shall be and remain the exclusive property of KVH.

PROPRIETARY RIGHTS

26. Proprietary Rights.
Except to the extent the same is determined to be part of the public domain, all KVH Content available through or distributed over the Airtime Services, made available through KVH-managed Internet portals, or maintained within the Terminal Equipment and Subscriber Equipment, and all service marks, trademarks, names, logos, marketing materials and other indicia used in connection with the distribution, marketing and promotion of the KVH Content and Services (hereinafter "**Intellectual Property**"), is subject to copyright, database protection, trademark, and other rights under applicable laws. Unauthorized use of such Intellectual Property is a violation of copyright, trademark and potentially other laws. Subscriber and any of its Third Party Users shall not copy, distribute, transmit or publish such Intellectual Property in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such KVH Content, and shall not use the Intellectual Property for any purpose, including for purposes of promotion, without the prior written consent of KVH and the copyright owner. Some of the Intellectual Property includes software, or is made available to Subscriber through software or firmware interfaces, or through software or firmware storage, compression, transmission, encryption, and other security measures. Regardless of the purpose of the software or firmware, Subscriber shall not, and shall not authorize or assist others, in any attempt to bypass, disable, defeat, modify, or obtain the source code for the software or firmware through decompilation, disassembly, reverse engineering or other means. The intellectual property rights in the software and firmware remain solely with KVH and its Service Providers and Subscriber's infringement of any intellectual property rights shall be a material breach of this Agreement.

TAXES, FEES, BILLING AND PAYMENT

27. Taxes, Fees, and Billing.
(a) Fees and Taxes. Subscriber shall pay any amount due within the timeframe stated on the invoice or – where no timeframe is stated – within twenty (20) working days of the invoice having been sent to Subscriber by any form set out in the Agreement. Subscriber shall be liable for the payment of all fees relating to Terminal Equipment, Services, KVH Content, and applicable taxes and regulatory fees (including but not limited to fees associated with universal service, inspection or any other governmental programs or assessments) at all times during this Agreement (including period during which the Services are suspended), without setoff, deduction for payment processing or counterclaims. Any banking fees must be settled by Subscriber. Subscriber is responsible for the payment of charges for all Terminal Equipment, Services and KVH Content furnished to Subscriber under this Agreement, including but not limited to all data call attempts, regardless of ultimate successful transmission and termination, and all connections completed by the Terminal Equipment, and for the payment of all charges billed to Subscriber's account, including for programming content, toll, land, long distance and roaming charges, if applicable. All data usage measurements displayed in the Terminal Equipment's graphical user interface are intended solely for guidance purposes and shall in no circumstance be either construed as legally binding or used for actual billing purposes.

(b) Credit for Outages. Subscriber remains responsible for charges even if the Subscriber Equipment or Terminal Equipment is inoperative, or if the Airtime Services are temporarily unavailable, except that if there is a continuous Airtime Service outage in excess of twenty-four (24) hours, then Subscriber will receive a credit equal to one day for each day of an outage (rounded down to the nearest day).

28. Payment Due Dates; Interest and Late Fees.
(a) Subscriber authorizes KVH to automatically charge Subscriber's selected primary credit card in a manner consistent with Subscriber's invoice. If a charge is rejected by the primary credit card for any reason, then Subscriber's secondary card will be charged. There will be an additional late payment charge of 1.5% per month (or the maximum rate allowed by law) on the past due amount if credit card payments on both cards are rejected. There will be an additional charge of US dollars ($) 25.00 for any rejection of any charge to a credit card.

(b) Disputed Invoices. Even if an invoice is disputed, Subscriber must pay the invoice within the due date and must notify KVH in writing of the dispute, together with the legal basis for such dispute, within thirty (30) calendar days after the invoice due date. Any claims received by KVH later than thirty (30) calendar days after the invoice due date may be rejected by KVH. KVH will respond to Subscriber within thirty (30) calendar days after receipt of the written notice of dispute, advising on the action being taken to resolve the dispute. Failure by KVH to respond within thirty (30) calendar days from receipt shall not be a breach of KVH's responsibilities under the Agreement. If KVH accepts the claim from Subscriber, KVH shall issue a credit note to Subscriber within sixty (60) calendar days from acceptance of the claim.

(c) Changes in Payment Information. Subscriber is responsible for notifying KVH of any changes to credit card information, including expiration dates.

(d) Past Due Accounts; Collection. Subscriber authorizes KVH to demand payment under any security provided by or on behalf of Subscriber, or to refer its account, if past due, to attorneys and/or collection agencies for further action (and to take such further action) without notice and to notify credit reporting agencies of any defaults in accordance with law. Subscriber shall also pay any and all interest, costs, expenses, fees and commissions incurred by KVH in recovery of its Terminal Equipment, collecting unpaid amounts, including attorneys' fees, to the maximum extent allowed by law.

Subscriber shall be obligated to additionally pay any and all costs and interest incurred by KVH or their agents in taking the above steps. Subscriber shall pay such amounts in full and non-payment shall entitle KVH to take any of the measures described in the Agreement and/or at law.

29. Prepaid Airtime Services.
Subscribers or their Third Party Users may receive certain Airtime Services from KVH using physical or virtual prepaid cards issued by KVH. All prepaid cards are non-refundable and non-reloadable. Subscriber and its Third Party Users are solely responsible for safely securing physical or virtual prepaid cards and ensuring that they are not lost, stolen, or misused by others. Subscriber and its Third Party Users may obtain information about the amount of money remaining on prepaid cards registered to them by initiating a phone call using the prepaid card. The account PIN number for each prepaid card expires one hundred and eighty (180) days after the date of last usage and any remaining balance on the card is forfeited, unless the expiration or forfeiture is prohibited by law. KVH will invalidate an account PIN number and the balance on a card if the method of payment for the card is determined, in KVH's sole discretion, to be invalid.

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TERM AND TERMINATION

30. Term.

(a) Agreement Term. This Agreement shall be effective upon the execution of the first Service Order by Subscriber and its acceptance by KVH and, unless sooner terminated pursuant hereto, this Agreement shall remain in effect until the end of the subscription period for all services identified in the Service Order ("**Agreement Term**"). If the Subscriber orders new, additional or different Services during the Agreement Term, the Term of this Agreement will automatically extend to the end of the subscription period set forth on the Service Order for the new, additional, or different Services. This Agreement will remain in effect until the end of all Initial Terms and Renewal Terms for any and all Services ordered by Subscriber from KVH. Further, Subscriber shall be subject to KVH's Airtime Rate Plan Change and Suspension Policies, which can be found at KVH's website (www.kvh.com/airtimerateplanchange), and which may in some cases extend the length of the Initial Term for the applicable Service, as well as any terms and conditions applicable to such Services.

(b) Service Terms. Unless otherwise indicated in the applicable Service Order, the Service Term for each Airtime Service that is provided to Subscribers of AgilePlans, KVH Link, and to Subscribers that own all of their own Terminal Equipment shall be month-to-month with automatic monthly renewals. The Service Term for each Airtime Service that is provided to Subscribers that use leased Terminal Equipment must be concurrent with and extend to the end of the lease period. The Service Term for each Airtime Service shall begin on the date Subscriber's account is first activated, except that, with respect to subscribers of AgilePlans, the Service Term will begin no later than sixty (60) days following the shipment of the Terminal Equipment to Subscriber. With respect to all Airtime Services, following the end of the initial Service Term ("**Initial Term**"), the Service Term shall automatically renew on a month-to-month basis ("**Renewal Term**") unless terminated by one of the parties pursuant to the terms of this Agreement.

(c) Termination Rights.

(i) During the Initial Term, solely with respect to (a) the AgilePlans Service and (b) Subscriber-owned Terminal Equipment, Subscribers shall be permitted to terminate such Services by providing KVH with thirty (30) days advance written notice;

(ii) During any Renewal Term, Subscribers of all Airtime Services shall be permitted to terminate any or all such Airtime Services by providing KVH with thirty (30) days advance written notice;

(iii) Notwithstanding the foregoing, in all such cases of (i) and (ii) above, Subscribers shall remain responsible for the payment of all fees and charges incurred for the Services under this Agreement up until the effective date of termination, and shall remain liable for the payment of any charges and fees incurred thereafter until paid in full. For clarification, the effective date of termination for the AgilePlans Service is the date KVH receives the Terminal Equipment from Subscriber pursuant to Sections 73 and 74 below and, for all other Services, is when the subscription period ends. Unless required by law, Subscriber will not be entitled to refunds of prepaid amounts if Subscriber terminates its Airtime Service. Further, without prior written consent of KVH, Subscribers of the AgilePlans Service will not be permitted to restore their service or enter into a new subscription for the AgilePlans Service within one (1) year of the effective date of their termination.

(d) Term of OneCare Global Support Program. In all cases, the Term of the OneCare Service and Support plan for any Covered Terminal Equipment shall commence on the date the initial Airtime Services is activated and shall run concurrently and continue until the end of the Term for the last Airtime Services subscription order with respect to such Covered Terminal Equipment.

31. Termination For Cause.

(a) Termination for Non-Payment. Upon non-payment of any sum due to KVH when due, the return or rejection of a payment, the failure to promptly provide a security deposit or an increase in a security deposit as directed by KVH, Subscriber will be in material breach of this Agreement and KVH may, by a notice in writing (which notice shall be deemed received by Subscriber five (5) days after it is sent to Subscriber's latest email address on record with KVH and/or deposited with the national postal service addressed to Subscriber's last known postal address on record with KVH, or earlier if Subscriber files for, or is compelled to seek, bankruptcy protection) and without incurring any liability, refuse, reduce or temporarily or permanently suspend or terminate any or all of the Services (including associated roaming connections) and/or this Agreement ("**Termination for Non-Payment**").

(b) Reactivation Upon Payment of Past Due Amounts. If Services are suspended or terminated for non-payment, KVH may, at its sole option, elect to reactivate the Services upon payment by Subscriber in full of the past due amount, any penalties associated with the late payment and a service restoration charge.

(c) Termination for Breach. In addition to KVH's rights to terminate for nonpayment, KVH may, at its option refuse, reduce or temporarily or permanently suspend or terminate Services immediately without notice and without incurring any liability if: (a) KVH is informed that the Services are being used by Subscriber in a manner which (in KVH's opinion) might adversely affect KVH's service to others; (b) KVH receives from a law enforcement agency a written finding, that probable cause exists to believe (i) that Subscriber has used or will use the Service in violation of or to violate the law, or (ii) that the character of Subscriber's use of the Service is such that immediate action is required to protect the public's health, safety or welfare; (c) the number(s) or IP addresses utilized by Subscriber for connections is determined by KVH to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of Service; (d) KVH is requested by a Subscriber or by another Service Provider to deny Service to which the Terminal Equipment was reported to be stolen, or KVH is requested by another Service Provider to deny service to the Terminal Equipment that has been determined to be associated or potentially associated with the fraudulent use of the Service or otherwise disconnected from Service for non-payment of, or owing unpaid, service charges; (e) KVH determines that Subscriber's application for Service included information that was fraudulent, false or incomplete; (f) Subscriber uses equipment either not authorized by or on record with KVH; (g) there is unusual account activity or KVH reasonably suspects the occurrence of any other event of default or breach pursuant to this Agreement; or (h) there is a violation of the terms, conditions, laws, rules, or regulations governing the use of Service ("**Termination for Breach**").

(d) Cumulative Rights. All rights and remedies granted to KVH are cumulative and not alternative, and KVH's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy of any future default by Subscriber. In addition to the rights contained herein, KVH reserves the right at any time to pursue any other remedy under this Agreement, at law or in equity including (but not limited to) the attachment of assets belonging to the Subscriber and recovery of all Terminal Equipment supplied to the Subscriber by KVH in any jurisdiction. For the avoidance of doubt, this includes making a demand(s) under any security provided by or for Subscriber, and/or the arrest of vessels and/or sistership vessels in order to recover the Terminal Equipment or secure the payment of past due amounts.

32. Early Termination Fee.

If this Agreement or a Service is terminated during the Initial Term (a) by Subscriber for any or no reason, or (b) by KVH for cause as provided in Section 30 (Termination for Cause), in addition to the other rights and remedies KVH has under applicable law or this Agreement, Subscriber shall pay KVH an early termination fee equal to the greater of (i) the unpaid balance of all payments remaining for the unexpired Initial Term, (ii) US dollars ($) 1,000.00, or (iii) the maximum amount permitted by applicable law if such amount is less than the amount indicated by both (i) or (ii) above. This early termination fee is not applicable to KVH's AgilePlans Service or Subscriber-owned Terminal Equipment on KVH's HTS Airtime Service.

WARRANTIES AND LIABILITIES

33. Exclusion of Warranties.

KVH warrants that it will use reasonable commercial efforts to provide the Services to Subscriber. KVH disclaims all other express, implied, or statutory warranties from this Agreement, the Services or the Terminal Equipment, including without limitation any warranties of non-infringement, satisfactory quality merchantability or fitness for purpose.

34. Licenses.

Subscriber agrees to abide by all of the current regulations in effect in countries where the Terminal Equipment, Subscriber Equipment or Services may be used, including, without limitation, all licensing requirements for operation of Terminal Equipment, Subscriber Equipment or Services, and any customary performance rights license(s) with respect to the broadcast of music or sound recordings. KVH will not be responsible or liable for any operational restrictions, customs, license or permit fees required for operation and provision of the Services in the destination country. In addition, KVH shall have no responsibility or liability for fines associated with the Terminal Equipment, or Subscriber Equipment seizure or for legal ramifications of using the Terminal Equipment, Subscriber Equipment or Services in countries where it is prohibited.

35. Limitations of Liability.

Neither KVH, nor its Service Providers, employees, shareholders, directors, officers, or agents shall be liable for any act or omission to the extent not directly and solely attributable to KVH's personnel or equipment. To the maximum extent permitted by applicable law, the aggregate liability of KVH and its Service Providers, employees, shareholders, directors, officers or agents for any losses or damages suffered or incurred in connection with the Services, the Terminal Equipment, or this Agreement or its Addendum, whether by Subscriber, its Third Party Users, other third parties or otherwise, and whether such losses or damages are incurred through breach of this Agreement, negligent or grossly negligent act or omission resulting in any interruption, delay, defect or error in Services or Terminal Equipment, or on any other basis, shall in no event exceed the amount paid to KVH by Subscriber for the applicable Services during the three (3) month period immediately before the event resulting in such liability. Subscriber expressly understands and agrees that the liability and obligations of KVH's Service Providers under this Agreement may be strictly controlled and limited by the tariffs of those Service Providers, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities which from time to time have jurisdiction.

36. Exclusions.

In any event, neither KVH nor its Service Providers, employees, shareholders, directors, officers or agents shall have any liability whatsoever for (a) interruptions, defects, or errors in Terminal Equipment, Airtime Services and its Content; (b) any of the limitations of service provided in this Agreement; or (c) any indirect, punitive, special, incidental or consequential damages or losses, including but not limited to lost revenue, lost profits, loss of business or goodwill, loss of use, replacement goods, cost of replacement goods, loss of technology, rights or services, loss, corruption or alteration of information, software, hardware, files or data, or interruption or loss of use of Airtime Service or the Terminal Equipment, whether or not KVH has been apprised thereof.

37. Limitations of any Emergency Service.

Subscriber acknowledges that the Airtime Services does not support emergency distress or communications and KVH is under no obligation to provide any emergency referral service under this Agreement. In the event that a form of emergency referral service is available, then in addition to the other limitations provided herein, neither KVH nor its Service Providers, employees, directors, officers or agents, including any third-party provider of such referral service, shall be liable 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 or willful or wanton misconduct of the above described entities/individuals. Further, in the event that KVH 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. Subscriber acknowledges that when calling any such emergency service, Subscriber'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 Subscriber, including without limitation information concerning Subscriber's location. Subscriber must provide the operator specific information identifying Subscriber's location.

38. Subscriber Indemnity.

Subscriber agrees to indemnify, hold harmless, and defend KVH, its subsidiaries, affiliates, licensors, Service Providers, shareholders, directors, officers, employees and agents from and against any claims relating to or arising out of Subscriber's breach of this Agreement or Subscriber's or Subscriber's Authorized Users' installation or deinstallation, use, inability to use, Unacceptable Use, or excessive use of the Airtime Services, the Numbers, the Terminal Equipment, or the Subscriber Equipment used in connection with the Airtime Services, or the transmission of unauthorized or unlawful content. Any defense shall be by counsel reasonably acceptable to KVH. Subscriber agrees to reimburse, indemnify, and hold harmless KVH for any and all costs, expenses and reasonable attorney's fees incurred by KVH in defending any such claims.

39. Force Majeure.

KVH shall not be liable for and will not be responsible to Subscriber for any delay or failure to perform under this Agreement if such delay or failure results from fire, explosion, labor dispute, earthquake, hurricane, casualty or accident, lack or failure of transportation facilities and/or services, lack or failure of telecommunications facilities and/or services including Internet services and satellite services, vandalism, epidemic, flood, drought, or by reason of national emergency, war, terrorism, piracy, revolution, civil commotion, blockade, or embargo, delay from suppliers, Act of God, any inability to obtain any requisite license, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of KVH.

OTHER TERMS AND CONDITIONS

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40. Assignment.
Subscriber may not assign this Agreement, or any of its rights and obligations hereunder, to any other person, firm, agency, corporation, or other legal entity without the prior written consent of KVH. KVH reserves the right to terminate this Agreement in the event of unauthorized assignment by Subscriber. KVH may assign this Agreement or any of its rights and obligations hereunder at any time without notice or consent of Subscriber.

41. Amendment: Plans and Pricing.
The terms and conditions of this Agreement, any pricing plan, and standard prices for Services (including all optional services and associated fees) may be amended by KVH from time to time by thirty (30) days written notice to Subscriber; provided that Subscriber and KVH agree that (i) during the Initial Term, the price for any airtime rate plan applicable to a HTS Airtime Service initially chosen on the Service Order by Subscriber shall not be increased; and (ii) the rates for VoIP Service are subject to change at any time and become effective upon KVH posting them on its website. Such notification may occur by email and shall include reference to the amended Agreement, plans and prices (or fees) to be found at KVH's website (www.kvh.com). Subscriber's use of a Service more than thirty (30) days after notification of amended terms, plans or prices shall constitute acceptance of such amendments. If Subscriber objects in writing to an amendment within ten (10) days after notification of such an amendment, KVH will then have fifteen (15) days to either withdraw the amendment or terminate this Agreement and the Service.

42. Successors.
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties.

43. Third Party Beneficiaries.
Nothing contained herein will be deemed to create any third-party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third-party beneficiary to this Agreement and may enforce the provisions of this Agreement. Neither this Agreement nor the receipt of the Services by Subscriber creates a contractual relationship between Subscriber and KVH's Service Providers and Subscriber is not a third-party beneficiary of any agreement between KVH and its Service Providers.

44. Governing Law.
The validity, terms, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles. Subscriber agrees that any action brought against KVH arising out of this Agreement or the Services provided shall be commenced exclusively in the state or federal courts in the State of Rhode Island; however, KVH, or its assigns, in its sole discretion, may enforce this Agreement in any court having lawful jurisdiction thereof. Subscriber agrees that service of process in any such suit may be made by certified mail, return receipt requested, addressed to the Subscriber at the address set forth herein. To the extent permitted by law, Subscriber waives trial by jury in any action by or against KVH hereunder.

45. Waiver and Severability.
Neither the waiver by either of the parties hereto of a breach of or a default under any of the terms and conditions of this Agreement nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder. The provisions of this Agreement are severable and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.

46. Notice.
In the event Subscriber desires to provide notice to KVH, as required by any of the terms and conditions herein or for any other reason, including any communication from Subscriber regarding termination or disputed debts, such notice shall only be deemed given when made in writing and sent certified mail to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Airtime Services Dept. with a copy to the Legal Department. All payments should be remitted to KVH as instructed on monthly invoices.

47. Publicity.
Subscriber hereby authorizes KVH to issue a mutually approved press release describing each order hereunder, and agrees to serve as a reference account for KVH prospects. Additionally, Subscriber hereby grants KVH the right to use Subscriber's name and logo in a listing of KVH customers and in any marketing, advertising, promotional or public relations material. Subscriber shall be entitled to object to the use of its name and logo in this manner at any time by notifying KVH in writing at the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Marketing Dept. OR via email to press@kvh.com.

48. Third Party Complaints.
Any complaints or objections (a) in relation to material posted by any Subscriber, or hosted in connection with the Airtime Services, should be directed to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Airtime Services Dept. OR via email to airtimeservices@kvh.com OR by telephone: +1 401-847-3327 and (b) in relation to the OneCare Global Support Program, should be directed to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: Priority Care OR via email to prioritycare@kvh.com OR by telephone: +1 401-608-8938.

49. Complete Agreement.
These terms and conditions of this Agreement together with the terms of each Service Order, applicable pricing plan and/or rate sheets associated with the particular Services selected by Subscriber on each Service Order and Subscriber's registration on the myKVH Site together contain the entire Agreement between KVH and Subscriber and supersede all prior statements, representations and agreements whether oral or written. Subscriber acknowledges that (s)he has relied on no oral or written representations made by or on behalf of KVH or any employee, director, officer.

ADDITIONAL TERMS FOR KVH VOIP SERVICE AND LTE AIRTIME SERVICE
The following terms and conditions apply solely to the VoIP Service and the LTE Airtime Service.

50. Subscriber Premises Equipment.
In order to access the VoIP or the LTE Service, Subscriber will require Subscriber Premises Equipment ("**Premises Equipment**") that is supplied, certified and type-approved by KVH and its third-party Service Provider for use with the VoIP or the LTE Service, as applicable. Subscriber shall use only the Premises Equipment with the VoIP or the LTE Service, as applicable. For Subscribers that receive the VoIP or the LTE Service, the Premises Equipment shall qualify as Terminal Equipment for purposes of this Agreement.

51. Use of Services and Premises Equipment.
Subscriber agrees that the VoIP Service and the LTE Service are to be used solely in association with the Premises Equipment. Subscriber may not resell or transfer the VoIP Service, the LTE Service, or the Premises Equipment to any other person for any purpose, or make any charge for the use of the VoIP or the LTE Services. KVH reserves the right to immediately terminate or modify the VoIP Service or the LTE Service if KVH determines, in its sole discretion, that the VoIP Service or the LTE Service is being used contrary to the provisions of this Agreement.

52. No Emergency (E911) Service.
Subscriber acknowledges that the VoIP Service, the LTE Service, and the Premises Equipment do not support emergency (911) services and Subscriber agrees to refrain from using the VoIP Service, the LTE Service, or the Premises Equipment for emergency communications.

53. VoIP and LTE Service Billing and Billing Increments.
Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole cent. All calls for which KVH receives answer supervision may incur a minimum one-minute charge. KVH relies on answer supervision to determine whether and when a call has been answered. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Where no answer supervision is received, KVH may commence billing forty (40) seconds following dial time unless the caller has terminated the call.

54. Account Information Website.
KVH will make available to Subscriber, directly or through its third-party Service Provider, web portals, including "**myKVH Site,**" "**KVH ebill**" and/or "**Enhanced VoIP Service Account Center**" ("**Customer Account Portal**") for access to account management, feature control, data usage tracking, equipment configuration and call detail records. Subscriber agrees to review and abide by the Terms of Use for the Customer Account Portal. Subscriber acknowledges that KVH and its third-party Service Provider reserve the right to limit or withdraw access to the Customer Account Portal. All data usage measurements displayed on the Customer Account Portal, or at Subscriber's election, provided to Subscriber through the Customer Account Portal using electronic communications such as text or email, are intended solely for guidance purposes and shall in no circumstance be construed as legally binding or used for actual billing purposes. KVH makes no assurance that it will provide Subscriber notifications regarding data usage or that such notifications will be current or accurate. Further, such notifications and other features of the Customer Account Portal may not be available at all if Subscriber receives the Service using Subscriber Equipment rather than Terminal Equipment. Subscriber shall be responsible for tracking and monitoring all data usage and shall be solely responsible for payment of all charges, including any monthly fixed and overage charges even if the Customer Account Portal indicates accumulated data usage during the current billing period that is under the threshold that would trigger an overage charge.

55. Reassignment of Number upon Service Termination.
Upon termination of the VoIP or the LTE Service, KVH may, at its sole discretion, reassign a telephone number, access number, or Direct Inward Dialing (collectively "**Number**") provided to Subscriber by KVH. Subscriber shall not obtain any rights, title or interest in the Number and the Number is not portable to other Service Providers. The Number is not to be used with any other device other than the Premises Equipment provided by KVH and KVH reserves the right to change, cancel or reassign the Number at its discretion.

56. Service Distinctions.
Distinctions exist between a telecommunications service and the VoIP Service or the LTE Service provided by KVH. Each Service provides different functionality and is subject to different regulatory treatment than traditional telephone service. This treatment may limit or otherwise affect Subscriber's rights of redress before any governmental telecommunications regulatory agencies.

57. Tampering with the Premises Equipment or Service.
Subscriber agrees not to modify or otherwise tamper with the VoIP Service, the LTE Service, or the Premises Equipment in any way, including, but not limited to, changing the electronic serial number or equipment identifier of the Premises Equipment, or to perform a factory reset of the Premises Equipment. KVH reserves the right to terminate Subscriber's Service if Subscriber tampers with the VoIP Service, the LTE Service, or the VoIP Equipment.

58. Acceptable Use Policy for the LTE Airtime Service.
Subscriber agrees to comply with the following Acceptance Use Policy for the LTE Airtime Service. The LTE Airtime Service may be used for Web browsing, messaging, and similar activities on approved Terminal Equipment and not on any other equipment. Unless explicitly permitted by KVH, other uses, including for example, tethering a device to a personal computer or other hardware, are not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, or peer-to-peer file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) any activity that adversely affects the ability of other users or systems to use either the LTE Airtime Service or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (c) any activity that KVH or its Service Providers, in their sole discretion deem may harm the LTE Airtime Service in any way; or (d) accessing, or attempting to access without authority, the information, accounts or devices of others, confidential Information or Subscriber Information or any activity relating to or causing a security breach, or to penetrate, or to attempt to penetrate, the networks or systems of KVH, its Service Providers, or of other parties.

ADDITIONAL TERMS FOR STARLINK EQUIPMENT AND AIRTIME SERVICE
The following terms and conditions apply solely to Starlink Terminal Equipment and Airtime Service provided by KVH.

59. FCC Authorization Notice.
The Federal Communication Commission authorization to Starlink for in-motion services in the United States was issued on a non-interference protected basis, *i.e.*, unprotected basis with respect to operations in the 12.2-12.7 GHz band. Therefore, Starlink's in-motion operations, including for vessels, must accept any interference received from both current and future services authorized in the band – even if such interference causes undesirable operations for Starlink Airtime Service and its customers. Starlink in-motion Airtime Services must not cause harmful interference to any authorized service in the band, whether licensed or not.

60. Arbitration.

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Any dispute with Starlink regarding Terminal Equipment or Airtime Service is subject to arbitration. Details regarding the arbitration process can be found here: Starlink Terms for Maritime Services.

61. Limitations.
Starlink maintains additional terms and conditions regarding the use of its Terminal Equipment and Airtime Service, which are available here: Starlink Policies. To the extent that those policies differ with the requirements of this MSA, the Starlink policies will apply.

ADDITIONAL TERMS FOR INMARSAT AIRTIME SERVICES PROVIDED BY KVH
The following terms and conditions apply solely to Inmarsat Airtime services provided by KVH ("**Inmarsat Airtime**").

62. Equipment.
In order to receive Inmarsat Airtime services, Subscriber must purchase from KVH an Inmarsat terminal that has been type-approved and initialized by KVH. For Subscribers that receive Inmarsat Airtime services, the Inmarsat terminal shall qualify as Terminal Equipment for purposes of this Agreement.

63. Usage Limitation.
When a subscription for Inmarsat Airtime services is activated, KVH may, but shall not be obligated to, impose on each Subscriber of the Inmarsat Airtime service an initial limit on the aggregate voice, data, and facsimile consumption for each vessel. If imposed, this usage limit shall be set forth on the pricing plan in effect at the time of Subscriber's activation. Subscribers that wish to exceed the limit must execute an Airtime Usage Authorization Form acknowledging that they understand and fully assume the risks and liabilities of such an election. KVH will accept an Airtime Usage Authorization Form only if it has been executed by the Subscriber or its Authorized Representative and returned to KVH.

64. Third Party Interference.
Subscriber acknowledges that, for use of Inmarsat terminals in the United States and U.S. waters, third-party terrestrial service providers using L-Band spectrum may on occasion have the potential to cause interference with Inmarsat terminals in the future where such terminals are in close proximity to terrestrial L-Band base stations. Neither KVH nor its Service Providers shall be liable or responsible for any impact that such interference may have on any terminal or related service.

65. SIM and Access Numbers.
Except where law provides otherwise, either KVH or the Service Provider owns the SIM and access number assigned to the Inmarsat Terminal. To the extent permitted by law, KVH and/or the Service Provider reserve the right to change the access number without liability. Subscriber's privileges to use the access number may be withdrawn upon the termination of Service. Any Personal Data collected will be processed and handled in accordance with KVH's privacy practices detailed in Section 22.

66. Core Module Monitoring.
Subscriber acknowledges that KVH's Service Provider may automatically access and record core module information, SIM Card, and Inmarsat terminal settings (as applicable) for the purpose of Inmarsat terminal and SIM Card identification and billing. The core module and SIM Card contains a security certificate used for authenticating an Inmarsat terminal on the Inmarsat network; collects usage statistics; and contains configuration parameters that make up that Inmarsat terminal configuration. Subscriber further consents to KVH's Service Provider monitoring network connection and network performance, and to KVH's Service Provider accessing and adjusting Inmarsat terminal settings, as they relate to the Services. KVH's Service Provider does not share information collected for the purpose of network performance monitoring or for providing customized technical support outside of the Service Provider or its affiliates.

67. Confidentiality.
KVH's Service Provider treats the communications of Subscribers as confidential in relation to the communications of other Subscribers that are being transported through the virtual private network segments of Inmarsat's network. Subscriber agrees to be responsible for maintaining the security of their Inmarsat terminals and Subscriber data, including without limitation, encryption of Subscriber data and protection of their user ID, password and personal data. Subscriber shall, promptly contact the KVH customer service desk if they believe their login credentials have been lost or stolen, that someone has gained access to their account or login credentials without permission, or their terminal device has been compromised in any way.

68. Information Assurance.
Subscriber is responsible for all information assurance certification, accreditation, and evaluation activities relating to the Services.

ADDITIONAL TERMS FOR IRIDIUM AIRTIME SERVICES PROVIDED BY KVH
The following terms and conditions apply solely to Iridium Airtime services provided by KVH ("**Iridium Airtime Service**").

69. Use of Service. The Iridium Airtime Service may only be used as a backup to a KVH VSAT Service and only when the Subscriber vessel is outside the coverage range of the KVH VSAT Service for brief periods (*i.e.*, the Iridium Airtime Service cannot be used for extended operations in, or regular transits of, known areas in which the KVH VSAT Service does not have coverage) or when the Terminal used by the Subscriber to receive the KVH VSAT Service is inoperable for reasons that are beyond Subscriber's control. The Iridium Airtime Service may not be used during any period in which the KVH VSAT Service has been suspended, although charges for the Iridium Airtime Service will continue during any period in which the KVH VSAT Service has been suspended.

70. Deactivation of Service. Except where Subscriber has requested deactivation of its Iridium Airtime Service, Subscriber will receive at least thirty (30) days written notice prior to the deactivation for any reason of the Iridium Airtime Service.

ADDITIONAL TERMS FOR GSM MOBILE SERVICES BY KVH
The following terms and conditions apply solely to GSM services provided by KVH.

71. Traffic Routing. KVH and its Service Providers use one or more traffic management platforms to route the transit and termination of subscriber calls using the networks of our preferred carrier partners. Subscriber shall not attempt to reject such traffic routing. KVH and its Service Providers shall also have the right to perform dynamic over the air ("**OTA**") updates to SIM Cards provided by KVH to improve routing to the networks of preferred carrier partners.

ADDITIONAL TERMS FOR KVH LINK SERVICE
The following terms and conditions apply solely to the KVH Link service ("**KVH Link Service**").

72. Exhibition Prohibition.
The KVH Link Service is made available solely for non-theatrical viewing on approved devices. Subscriber specifically agrees not to distribute the KVH Link Service to an area or location where an admission fee is charged.

73. Suspension Periods.
During any period of suspension of the KVH VSAT Service, the Subscriber's subscription to the KVH Link Service will also be automatically suspended and will automatically reactivate concurrent with the reactivation of the KVH VSAT Service. Content transmitted through the KVH Link Service during the period of suspension will not be retransmitted following reactivation.

74. Subscription User Limits.
Subscriber acknowledges and agrees that each vessel subscription for the KVH Link Service authorizes, during any one month, a maximum number of individuals onboard that vessel, as set-forth on each Service Order. If an individual holds an account or PIN number issued by KVH for viewing Content on a distinct personal device and leaves the vessel, that account or PIN number cannot be reassigned to another individual during that month. Multiple KVH Link subscriptions must be secured for a vessel if it exceeds the number of individuals authorized on the Service Order. In order to ensure Subscriber's compliance with this Section 71 (Subscription User Limits), Subscriber acknowledges and agrees that KVH shall have the right to (i) conduct periodic audits and examinations of Subscriber's records concerning the number of individuals onboard a vessel during any one month, and (ii) monitor Subscriber's account activity to verify the number of distinct personal devices used to access Content during any one month. Subscriber further agrees to maintain adequate and accurate records for a period of at least two years regarding the number of individuals onboard each vessel during each month and make those records available to KVH for audit and examination upon request by KVH.

ADDITIONAL TERMS FOR AGILEPLANS SERVICE
The following terms and conditions apply solely to KVH's AgilePlans Service.

75. Installation, Activation and Support.
Subscriber agrees that the Terminal Equipment will be installed and activated by KVH and its Service Providers on Subscriber's vessel as soon as the Terminal Equipment is available at a mutually acceptable installation port. Subscriber further acknowledges that such installation may be subject to certain installation costs as set forth on the AgilePlans by KVH Service Order.

All installations shall be pursuant to KVH's current Professional Standard Terms and Conditions and AgilePlans Standard Installation Terms and Conditions, each as published and made available by KVH to Subscriber at www.kvh.com/agileresources. Subscriber specifically agrees to be the importer and exporter of record for all Terminal Equipment, and shall pay all license fees, assessments and other government charges, including with respect to AgilePlans Ports, tariffs and duties and with respect to non-AgilePlans Ports, freight costs, tariffs and duties, each relating to the import or export of the Terminal Equipment and any other similar taxes and fees now or hereafter imposed, levied, or assessed by any country, state, federal or local government or agency upon any of the Terminal Equipment or upon the use, possession, or operation of the Terminal Equipment.

KVH will provide support and required maintenance for Subscriber's use of the Terminal Equipment and the AgilePlans Service pursuant to KVH's OneCare Global Service and Support, except that such support will not include warranty administration given that the title to the Terminal Equipment will remain with KVH.

76. Title to Terminal Equipment. KVH is the sole owner of the Terminal Equipment and retains all right, title and interest in the Terminal Equipment at all times. The Terminal Equipment shall not be deemed an appurtenance of a vessel. Subscriber shall affix to the Terminal Equipment any labels supplied by KVH evidencing KVH's ownership. Such labels shall not be removed or modified. To protect KVH's rights in the Terminal Equipment in the event this Agreement is determined to be a Security Agreement, Subscriber hereby grants to KVH a security interest in the Terminal Equipment. Subscriber shall not suffer any execution to be levied on the Terminal Equipment and shall, at its expense, protect and defend KVH's title against all persons claiming against or through Subscriber, at all times keeping the Terminal Equipment free from any legal process, lien or encumbrance and shall give KVH immediate written notice of any claim as to the foregoing or any attempt to take possession of or levy any judgment or order against a vessel on which the Terminal Equipment is installed and shall indemnify KVH from any loss caused thereby. The Terminal Equipment is, and shall at all times be and remain, separate and distinct personal property notwithstanding that the Terminal Equipment or any part thereof may now be or hereafter become, in any matter, affixed or attached to a vessel.

77. Risk of Loss. Subscriber shall bear all risks of loss or damage to Terminal Equipment from any cause from date of installation on the vessel until the Terminal Equipment is received by KVH following its de-installation pursuant to Section 76 (Termination and Terminal Equipment Return) below. The occurrence of any such loss or damage shall not relieve Subscriber of any obligation hereunder. Subscriber shall immediately notify KVH of any damage to or destruction of the Terminal Equipment. In the event of loss or damage, Subscriber, at KVH's sole option, shall (a) pay KVH to repair the damaged Terminal Equipment, (b) or replace lost or unrepairable damaged Terminal Equipment with a purchase of equal or greater value Terminal Equipment from KVH.

78. Insurance. Subscriber shall keep the Terminal Equipment insured against all risks of loss or damage from every cause whatsoever during the Term for the Terminal Equipment for not less than the full replacement value thereof.

79. Termination and Terminal Equipment Return. Within thirty (30) working days of termination of this Agreement or the AgilePlans Service subscription by either party, Subscriber shall de-install the Terminal Equipment, prepare it for shipping in a secure manner, and ship the Terminal Equipment to KVH at the address indicated on the AgilePlans Service Order and in accordance with the AgilePlans Decommissioning Checklist and AgilePlans Reshipping Instructions, each as published and made available to Subscriber at www.kvh.com/agileresources. The Terminal Equipment must be received by KVH undamaged and in full working condition subject only to reasonable wear. The effective date of termination shall be the date when the Terminal Equipment is received by KVH and Subscriber shall remain responsible for the payment of all subscription fees and charges incurred for the AgilePlans Service accrued through the effective date of termination until received by KVH.

80. Termination Remedy. In the event of a Termination for Non-Payment, or a Termination for Breach, KVH may, to the extent permitted by applicable law, exercise any one or more of the following remedies, including (but not limited to): (i) immediately terminate this Agreement and any or all AgilePlans by KVH Service Orders; (ii) require Subscriber to pay the entire unpaid balance of subscription payments for prior months; and/or (iii) require Subscriber to immediately return all Terminal Equipment pursuant to Section 76 (Termination and Terminal Equipment Return) above and/or to seize and recover possession of all items of Terminal Equipment, without demand or notice, wherever same may be located, without any court order or hearing. In the event of the making of a levy,

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order of seizure or possession or arrest against the Terminal Equipment or a vessel on which the Terminal Equipment is used, or upon the attempt thereof, KVH shall also be entitled to intervene on any such proceeding to protect its rights to the Terminal Equipment. Subscriber hereby waives any and all damages occasioned by such retaking.

ADDITIONAL TERMS FOR KVH VESSEL TRACKING SERVICE
The following terms and conditions apply solely to KVH's Vessel Tracking Service.

81. Location Positioning.
The myKVH Site may provide estimated location and position data for vessels using one or more KVH Services to track the vessel, which is based on the operational beams of satellites serving the vessels and/or GPS sensors built into KVH antennas. Subscriber hereby consents, and shall obtain the consent of its Third Party Users, to the tracking by KVH of its vessel location and position and providing such location and position data to others. The location and position data provided is an estimate, based on the last reported network status of the Terminal Equipment or Subscriber Equipment used with the Services. Estimated location or position data is not designed to replace or be used as a purpose-built GPS tracking system and must not be used for navigation, asset tracking, scheduling of shipments, or other purposes involving safety-of-life or securing and managing of property.

ADDITIONAL TERMS FOR KVH FIREWALL SERVICE
The following terms and conditions apply solely to the KVH Firewall service.

82. Monthly Charges.
The KVH Firewall service is made available solely on a month-to-month basis with no pro ration of monthly charges. If a subscription to the KVH Firewall service is cancelled or terminated, no portion of the monthly charge for the service will be reimbursed for the period of the current month following the cancellation or termination.

83. Suspension Periods.
During any period of suspension of the KVH VSAT Service, the Subscriber's subscription to the KVH Firewall service will continue and cannot be suspended.

84. Installation, Activation and Support.
Subscriber agrees that the Terminal Equipment will be installed and activated by KVH and its Service Providers on Subscriber's vessel as soon as the Terminal Equipment is available at a mutually acceptable installation port. Subscriber further acknowledges that such installation may be subject to certain installation costs as set forth on the KVH Service Order.

All installations shall be pursuant to KVH's current Professional Standard Terms and Conditions, as published and made available by KVH to Subscriber at www.kvh.com. Subscriber specifically agrees to be the importer and exporter of record for all Terminal Equipment, and shall pay all license fees, assessments and other government charges, including with respect to freight costs, tariffs and duties, each relating to the import or export of the Terminal Equipment and any other similar taxes and fees now or hereafter imposed, levied, or assessed by any country, state, federal or local government or agency upon any of the Terminal Equipment or upon the use, possession, or operation of the Terminal Equipment.

KVH will provide support and required maintenance for Subscriber's use of the Terminal Equipment pursuant to KVH's OneCare Global Service and Support Program, except that such support will not include warranty administration given that the title to the Terminal Equipment will remain with KVH.

85. Title to Terminal Equipment. KVH is the sole owner of the Terminal Equipment and retains all right, title and interest in the Terminal Equipment at all times. The Terminal Equipment shall not be deemed an appurtenance of a vessel. Subscriber shall affix to the Terminal Equipment any labels supplied by KVH evidencing KVH's ownership. Such labels shall not be removed or modified. To protect KVH's rights in the Terminal Equipment in the event this Agreement is determined to be a Security Agreement, Subscriber hereby grants to KVH a security interest in the Terminal Equipment. Subscriber shall not suffer any execution to be levied on the Terminal Equipment and shall, at its expense, protect and defend KVH's title against all persons claiming against or through Subscriber, at all times keeping the Terminal Equipment free from any legal process, lien or encumbrance and shall give KVH immediate written notice of any claim as to the foregoing or any attempt to take possession of or levy any judgment or order against a vessel on which the Terminal Equipment is installed and shall indemnify KVH from any loss caused thereby. The Terminal Equipment is, and shall at all times be and remain, separate and distinct personal property notwithstanding that the Terminal Equipment or any part thereof may now be or hereafter become, in any matter, affixed or attached to a vessel.

86. Risk of Loss. Subscriber shall bear all risks of loss or damage to Terminal Equipment from any cause from date of installation on the vessel until the Terminal Equipment is received by KVH following its de-installation pursuant to Section 85 (Termination and Terminal Equipment Return) below. The occurrence of any such loss or damage shall not relieve Subscriber of any obligation hereunder. Subscriber shall immediately notify KVH of any damage to or destruction of the Terminal Equipment. In the event of loss or damage, Subscriber, at KVH's sole option, shall (a) pay KVH to repair the damaged Terminal Equipment, or (b) replace lost or unrepairable damaged Terminal Equipment with a purchase of equal or greater value Terminal Equipment from KVH.

87. Insurance. Subscriber shall keep the Terminal Equipment insured against all risks of loss or damage from every cause whatsoever during the Term for the Terminal Equipment for not less than the full replacement value thereof.

88. Termination and Terminal Equipment Return. Within thirty (30) working days of termination of this Agreement or the Firewall service subscription by either party, Subscriber shall de-install the Terminal Equipment, prepare it for shipping in a secure manner, and ship the Terminal Equipment to KVH at the address indicated on the Service Order and in accordance with the Decommissioning Checklist and Reshipping Instructions, each as published and made available to Subscriber at www.kvh.com. The Terminal Equipment must be received by KVH undamaged and in full working condition subject only to reasonable wear. The effective date of termination shall be the date when the Terminal Equipment is received by KVH, and Subscriber shall remain responsible for the payment of all subscription fees and charges incurred for the Firewall service accrued through the effective date of termination until received by KVH.

89. Termination Remedy. In the event of a Termination for Non-Payment, or a Termination for Breach, KVH may, to the extent permitted by applicable law, exercise any one or more of the following remedies, including (but not limited to): (i) immediately terminate this Agreement and any or all Services by KVH Service Orders; (ii) require Subscriber to pay the entire unpaid balance of subscription payments for prior months; and/or (iii) require Subscriber to immediately return all Terminal Equipment pursuant to Section 85 (Termination and Terminal Equipment Return) above and/or to seize and recover possession of all items of Terminal Equipment, without demand or notice, wherever same may be located, without any court order or hearing. In the event of the making of a levy,

order of seizure or possession or arrest against the Terminal Equipment or a vessel on which the Terminal Equipment is used, or upon the attempt thereof, KVH shall also be entitled to intervene on any such proceeding to protect its rights to the Terminal Equipment. Subscriber hereby waives any and all damages occasioned by such retaking.

ADDITIONAL TERMS FOR KVH CLOUD EMAIL SERVICE
The following terms and conditions apply solely to the KVH Cloud Email service.

90. Monthly Charges.
The KVH Cloud Email service is made available solely on a month-to-month basis with no pro ration of monthly charges; monthly charges are based on the subscription quantity on the last day of each month. If a subscription to the KVH Cloud Email service is cancelled or terminated, you will be charged for the entire month in which the cancellation or termination incurred based on the subscription quantity in effect as of the date of cancellation or termination.

91. Service Management.
The KVH Cloud Email service provides the software and framework for a user-configured email service. The Subscriber is responsible for setting up and managing its account and use of the service. KVH owns the email domain, "@kvhmail.com" and Subscriber's ability to use this domain will terminate concurrently with this Agreement.

92. Suspension Periods.
During any period of suspension of the KVH VSAT Service, the Subscriber's subscription to the KVH Cloud Email service will continue and cannot be suspended. Content transmitted through the KVH Cloud Email service that was not received successfully during the period of suspension will not be retransmitted following reactivation.

ADDITIONAL TERMS FOR ONECARE GLOBAL SUPPORT PROGRAM
The following terms and conditions apply solely to KVH's OneCare Global Support Program.

93. Operational Support.
KVH's OneCare Global Support Program is provided via the KVH OneCare Support Center, which is available by telephone, online, or by email on a 24/7/365 basis. Operational Support includes terminal troubleshooting, service fault management, field service, over-the-air software maintenance and updates, Covered Terminal Equipment warranty administration, and warranty administration for products sold to Subscriber by KVH but manufactured by third parties. KVH's OneCare Global Support Program also includes service event schedules and coordination, proactive monitoring, and service record administration.

94. Uninterrupted Support
Subscribers of OneCare Global Support Program will continue to receive the Global Support Program and be billed for the service on an uninterrupted basis during any suspension or seasonal interruption of an Airtime Service, except for suspensions and seasonal interruptions of the Starlink Airtime Service.

95. Limitations
KVH's OneCare Global Support Program does not provide support for any Subscriber Equipment, except for Third Party Terminals receiving Airtime Services pursuant to the KVH OpenNet program. KVH is not responsible for hardware, software or service faults caused by use or misuse of, or unauthorized modifications made to, the Covered Terminal Equipment in violation of the applicable purchase, lease, or rental agreement. KVH efforts to correct such faults or conditions may be subject to additional charges regardless of whether KVH is ultimately able to correct the faults, which is not assured.
The following are expressly excluded from the services provided under KVH's OneCare Global Support Program: (a) any combination of Covered Terminal Equipment and software and other products or software not covered by these conditions; (b) a release or version of KVH software for which maintenance services have been discontinued by KVH; (c) a release or version of a Covered Terminal Equipment that has been withdrawn by KVH from the market or is otherwise not generally available; (d) defects caused by Subscriber's negligence or fault; € defects resulting from hardware malfunction or malfunction of software not provided by KVH; (f) defects that do not significantly impair or affect the operation of the KVH software or Covered Terminal Equipment; (g) software used on an unsupported computer or operating system; and (h) charges associated with Subscriber accessing the Internet.
KVH reserves the right, upon prior notice, to charge for support services that are not the result of defects in the Covered Terminal Equipment. KVH and its authorized dealers and distributors may offer under separate agreements additional maintenance-related services, as well as training and consulting services, which services shall be governed by KVH's Professional Services Terms and Conditions.

96. Availability
KVH shall devote such resources that it deems necessary, in its reasonable discretion, to provide the OneCare Global Support Program, including the number and identity of KVH employees, Service Providers, contractors, or agents for the purposes of providing the OneCare Global Support Program. Although the KVH OneCare Support Center is in operation 24/7/365, Subscriber's telephonic, online and email access to the KVH OneCare Support Center is provided fully or in part by third-party telecommunications networks, the availability of which is not under the control of KVH. Subscriber's ability to contact the KVH OneCare Support Center may therefore vary by time and geographic location.

97. Remote Port Repair Coverage
The OneCare Remote Port Repair service is available only to subscribers of KVH's OneCare Premier, AgilePlans and for Covered Terminal Equipment within the manufacturer's warranty period, and is also available to subscribers of KVH's OneCare Premier+ service both during and following the manufacturer's warranty period. OneCare Remote Port Repair services are subject to and limited by KVH-established allowance per service event for technical travel and lodging, work time, wait time, two-way economy air freight, import duties, rigging, tender or crane as required as set forth on the applicable OneCare Premier+ and AgilePlans pricing plans. OneCare Remote Port Repair shall only be available (i) in ports designated by KVH, the locations of which are subject to change at KVH's sole discretion and (ii) in locations or conditions that KVH deems safe and that KVH has lawful authority to provide such services. OneCare Remote Port Repair services shall be subject to and governed by the terms of the KVH's Professional Services Terms and Conditions.

ADDITIONAL TERMS FOR COMMBOX SOFTWARE MAINTENANCE AND SUPPORT
The following terms and conditions apply solely to CommBox Support.

98. Maintained Software.
CommBox Support covers only the embedded or associated CommBox Software provided as a part of the CommBox, including any Add-on Software Modules purchased with the CommBox. ("**Maintained Software**").

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99. Subscription Requirement.
An individual subscription is required for each CommBox to be covered under CommBox Support. A subscription to CommBox Support is automatically included for all subscriptions to Maintained Software and in such cases, all references herein to CommBox Support shall also be deemed to refer to Maintained Software.

100. Subscription Interruption.
An interruption in the CommBox Support subscription will terminate CommBox software maintenance and terminate Subscriber's access to Maintained Software

101. Support Exclusions.
The following are excluded from the support provided under CommBox Support: (a) altered or modified Maintained Software unless altered or modified pursuant to this Agreement; (b) any combination of Maintained Software and other software not covered by this Agreement; (c) a release or version of Maintained Software for which maintenance services have been discontinued by KVH; (d) a product release or version that has been withdrawn by KVH from the market or is otherwise not generally available; (e) defects caused by Subscriber's negligence or fault; (f) defects resulting from hardware malfunction or malfunction of software not covered by this Agreement; (g) defects that do not significantly impair or affect the operation of the Maintained Software; (h) Maintained Software used on an unsupported computer or operating system; (i) other software products sold separately by KVH; (j) options, extensions, releases, versions, updates or upgrades to the Maintained Software sold separately by KVH, unless generally made available to CommBox customers for the applicable Maintained Software at no additional charge; and (k) changes associated with Subscriber accessing the Internet. KVH reserves the right, upon prior notice, to charge for services that are not the result of defects in the Maintained Software.

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