

KVH Airtime Services End User Agreement

TERMS AND CONDITIONS FOR KVH AIRTIME SERVICES

1. Introduction.

The terms and conditions of this Agreement apply to any and all Broadband Services (as defined below) made available by KVH Industries, Inc., including its wholly owned subsidiary KVH Europe A/S ("KVH"). This is a contract between KVH and you as a customer ("Customer") of a KVH Broadband Service.

2. Agreement Content.

By purchasing a KVH Broadband Service, Customer agrees to abide by the terms and conditions of this Agreement and the terms of the applicable pricing plan and rate sheets associated with the particular KVH Broadband Service(s) selected by Customer on the KVH Service Activation Form (as defined below). KVH shall not be bound by Customer's terms and conditions in Customer's purchase order with Service Providers or elsewhere.

3. Service Description.

A KVH Broadband Service may consist of any form of mobile communications services, such as Internet access, data, and video (but excluding voice telephone, VoIP and cellular, which may be offered via third party Service Provider under a separate contract, and it is hereby agreed that the rates for any such services which are billed through KVH may be changed upon 30 days' prior notice to Customer), made available from time to time by KVH. Upon activation of Customer's account, KVH shall provide a Broadband Service to Customer in accordance with the Activation Form requirements and this Agreement. KVH will supply the Broadband Service to Customer using networks of various Service Provider(s). The networks vary with regard to technology, networks, Terminal Equipment, and/or Customer Equipment to be used and with regard to application possibilities. A Broadband Service can only be used in relation to the network of the applicable Service Provider. A Service is delivered and transported in a manner over which KVH has no control and no responsibility or liability. Section 13 sets forth KVH's status with regard to a Service Provider.

4. 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 4. "Activation Form" means the form Customer completes, signs and submits to order Broadband Services from KVH. "Broadband Services" or "Services" means all forms of mobile communications services and includes the use of space segment capacity via Service Providers' gateway services and related terrestrial carrier. "Service Provider" means any third party provider of communications services used by KVH to provide the Service.

CUSTOMER'S ACCOUNT

5. Customer Representations.

Customer represents to KVH that: (a) Customer is over the age of eighteen (18) years and has the power and authority to enter into and perform Customer's obligations under this Agreement; (b) Customer will comply with all terms and conditions of this Agreement and the terms of the applicable pricing plan and rate sheets associated with the particular Broadband Service(s) selected by Customer; (c) all information provided by Customer to KVH on the Activation Form or elsewhere is truthful, accurate and complete; and (d) Customer will notify KVH promptly of any changes in such information.

Customer shall promptly notify KVH of any changes in Customer's account information. All invoices and important notices are sent to Customer via electronic mail and not receiving these documents due to an invalid e-mail address will neither release Customer of its obligations under this Agreement, nor be deemed a valid excuse. Failure by Customer to provide KVH with accurate, complete, or updated account information shall constitute a material breach of this Agreement, and may result in immediate termination of this Agreement or suspension of Customer's account by KVH.

6. Security Deposit.

In addition to information supplied by Customer, KVH may obtain Customer credit information from trade references and credit reporting agencies, and such other sources as KVH deems necessary or appropriate. Based on this information, and other factors KVH deems relevant to Customer's creditworthiness, including without limitation Customer's payment history

and/or usage patterns, KVH may require Customer to make a deposit as a payment guarantee. Such deposit shall be subject to increase or reduction as KVH deems necessary and shall not accrue interest unless required by law. Such deposit is not a credit against any payment obligations. KVH will refund Customer's deposit upon termination of service or after twelve (12) months from the date the deposit was made if (a) Customer requests a refund, and (b) Customer's creditworthiness has become satisfactory, as determined by KVH. At KVH's sole discretion, Customer may receive Service prior to a credit review without waiving KVH's right to demand a security deposit from Customer, and Service may be discontinued by KVH should Customer not satisfy KVH's security deposit demand.

7. Operation of Customer Account.

(i) Customer may notify KVH at any time of Customer's designation of another person as an authorized user(s) of Customer's account. If Customer makes such designation, Customer gives KVH permission to (a) provide account information and services directly to such user(s) to the extent such information and services would otherwise be available to Customer, and (b) make changes to Customer's account as may be requested by such user from time to time. Customer agrees to accept financial responsibility for all decisions and changes made by such user(s) relating to Customer's account. Customer may remove an authorized user(s) from the account at any time by notifying KVH. Customer requests that involve the start, a change, or the discontinuance of the Service will be accepted by KVH only from Customer or an authorized user.

(ii) (mini-VSAT Service only) Customer agrees that Customer shall be permitted to change its selection of a pricing plan on the Activation Form for up to a maximum of three (3) times per twelve (12) month cycle (each, a "Selection Change") provided that the following terms and conditions are met: (a) Customer provides KVH with written notice of their Selection Change before the new billing cycle; (b) Customer pays a \$100 processing fee per Selection Change; (c) meg plans may be changed to fixed rate plans; (d) fixed rate plans may be changed to different fixed rate plans; and (e) fixed rate plans are never changed to per-meg plans.

(iii) (mini-VSAT Service only) Customer agrees that Customer may suspend their service for up to three (3) months during the term of a twelve (12) month contract (such period, the "Suspension Period"), provided that the following terms and conditions are met: (a) the Suspension Period is in whole month increments only; (b) the subscription period is increased by the same amount of months in the Suspension Period; (c) Customer provides KVH with written notice of their request for a Suspension Period before the new billing cycle; (d) Customer pays a \$100 processing fee per Suspension Period; and (e) the \$29 monthly monitoring fee stays in effect during the Suspension Period.

8. Assignment and Resale Prohibited.

Assignment and Resale Prohibited. Customer shall not assign or transfer the Service without KVH's prior written consent. Customer shall also not re-sell the Service or provide the Service to any third party for consideration. KVH reserves the right to terminate this Agreement in the event of unauthorized assignment or resale by Customer.

EQUIPMENT

9. Terminal Equipment.

In order to access the Service, Customer will require certain equipment that is certified and type-approved by KVH for use with the Service ("Terminal Equipment"). Customer shall use only the Terminal Equipment with the Service. This Agreement governs the Service only, and does not govern or apply to any sale of the Terminal Equipment.

KVH MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OF PURPOSE OR MERCHANTABILITY, SATISFACTORY QUALITY OR NON-INFRINGEMENT, IN THIS AGREEMENT WITH RESPECT TO THE TERMINAL EQUIPMENT OR OTHER EQUIPMENT REQUIRED OR APPROVED FOR USE BY CUSTOMER IN CONNECTION WITH THE SERVICE.

10. Customer Equipment.

Customer, at Customer's expense, shall be solely responsible for providing, maintaining and operating the Terminal Equipment and all other software, hardware and communications equipment used to access the Service ("Customer Equipment"), and for ensuring compatibility of Customer Equipment with the Service.

11. Customers' Liability for Unauthorized Use.

Customer shall be solely responsible and liable for unauthorized use of Customer's account whether fraudulent or otherwise. Customer shall notify KVH immediately if Customer sells, gives away or otherwise transfers the Terminal Equipment to another party, or if the Terminal Equipment is stolen or otherwise removed from Customer's vessel or other such vehicle or platform approved by the appropriate Service Provider. Customer is considered the registered recipient of the Service until KVH receives such notice in writing, and Customer will be liable for any charges or fees incurred by any use of the Service up to the time that KVH receives such notice in writing, unless otherwise provided by law. Customer shall provide a police report of any theft upon KVH's request. Customer will not be liable for charges and fees incurred by unauthorized use after KVH has received Customer notification.

Customer is responsible for abiding by all international and jurisdictional rules and regulations regarding use of the Terminal Equipment and of the KVH Broadband Services. KVH and/or Service Providers are not to be held liable by Customer for any misuse of the Terminal Equipment or the KVH Broadband Services or interference with the Services caused by the Terminal Equipment and Customer hereby indemnifies KVH and Service Providers for such misuse or interference.

USE OF SERVICE

12. Service Limitations.

The Service may be used in international waters and in the territorial waters of various countries. Customer acknowledges that some countries such as the United States permit the unlimited use of the service in their territorial waters, while others may allow use of the service only a temporary basis while transiting their waters, and others may not allow use of the service in their territorial waters at all at this time. A list of countries where the mini-VSAT Service is permitted is provided at www.kvh.com/licenses, and that list is subject to change from time to time. Customer is responsible for ensuring that the Service is used only in territorial waters of countries that permit such use. Customer further acknowledges that the operation of the Service may not be continuous, uninterrupted or error-free. Without limiting the foregoing, the Service may become unavailable or limited because of network equipment failures, 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 Service is also subject to transmission and reception limitations caused by: (a) service area limitations, including without limitation topographical conditions, whether man-made or natural that obstruct the line of transmission between the Terminal Equipment and the Service; (b) the condition of Terminal Equipment or Customer Equipment; (c) Acts of God and other causes beyond the control of KVH which are not reasonably foreseeable by KVH; and (d) weather conditions, atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, environmental, and other like conditions.

13. KVH Status.

Customer acknowledges that KVH is an independent reseller or distributor of the Services. KVH's ability to make the Services available is derived from and limited to the terms of the agreements between KVH and the Service Providers. The Services will be terminated if KVH's agreements terminate. If one of the Services is terminated due to the inability of KVH to continue to make the Service available, Customer may be able to purchase the Service directly from the Service Provider or from any other authorized distributor of the Service.

14. Slow Speed Periods.

Given ongoing changes to satellite and terrestrial technologies and fluctuations in usage, accurately predicting daily download and upload speeds is not currently possible. From time to time, the Service may intermittently encounter slow speed periods because of factors which may include but are not limited to the time of day and congestion on the Internet as a whole, Customer'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.

15. Unacceptable Use of Service.

Customer agrees not to engage in unlawful or unacceptable use of the Service, including without limitation (a) posting, disseminating, storing or transmitting duplicative or unsolicited messages, chain letters, pyramid schemes, or unsolicited e-mail (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, 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 e-mail or newsgroup posting; (g) furthering criminal activity; or (h) connecting and using a non-KVH marketed and approved VoIP service. Customer's unacceptable use of the Service shall be a breach of this Agreement.

16. Security.

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 Service. Customer shall be solely responsible and liable for the security, confidentiality and integrity of all messages and the content that Customer receives, transmits through or stores on the Service. Customer shall be solely responsible and liable for any authorized or unauthorized access to Customer's account by any person. Customer agrees to bear all responsibility and liability for the confidentiality of Customer's password and all use of the Service with Customer's password.

17. Internet Risks.

Customer acknowledges that Internet sites not created or maintained by KVH, and use of the Internet, 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. Customer acknowledges that use of the Internet through the Service is at Customer's sole risk. 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 Service. Customer 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. Customer confirms that Customer assumes all risk and liability of any use of the Internet through Customer's account.

18. SIM and Access Numbers.

Except where law provides otherwise, either KVH or the Service Provider owns the SIM and access number assigned to the Terminal Equipment. To the extent permitted by law, KVH and/or the Service Provider reserve the right to change the access number without liability. Customer's privileges to use the access number may be withdrawn upon the termination of Service.

19. Service Provider and Acceptable Use Policies.

The reception and transmission of certain types of traffic that causes the Customer to exceed reasonable amounts of network utilization, as solely determined by KVH or Service Providers, is expressly prohibited. This includes but is not limited to the use of web cameras, voice services (not marketed by and approved as part of the Service), streaming media, and excessively large file downloads or uploads. KVH and/or Service Providers may limit or degrade Customer's service accordingly to optimize network performance without liability.

20. Fair Access Policy (Applies to mini-VSAT Broadband Services only).

To ensure that all KVH customers have equitable access to the KVH network, KVH has implemented a Fair Access Policy (or "FAP"). KVH monitors the satellite network for upload and download activity that causes disruption of data speeds and poor performance of the network. If you perform upload and download data activity that is abusive and contributes to the disruption of the satellite network, KVH will temporarily limit the speed at which you can send and receive data over the KVH access network without liability. You will still be able to use the KVH service but your speed will be slower. In cases of extreme and continued violation of the FAP, your service may be terminated by KVH. KVH may use other traffic management and prioritization tools to help ensure equitable access to the KVH network for all customers. Your KVH broadband access is not guaranteed and is subject to this FAP.

You are likely to avoid any limitations imposed by the FAP if your use is typical of the majority of broadband users and consists primarily of web surfing and a reasonable amount of uploading and downloading activity. Please note that your usage is far more likely to exceed the definition of the FAP if you use peer-to-peer file sharing programs, you use a webcam, download full length movies, use a non-KVH VoIP service, transfer large quantities of music files, download full software applications, or other similar high-bandwidth activities.

CUSTOMER INFORMATION AND PRIVACY

21. Use and Control of Information.

KVH or its Service Providers may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, load, sell or otherwise share with other persons or entities Customer account information as well as aggregated information. Aggregated information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit KVH use of other information not addressed in this Section. KVH and its Service Providers will be free, in their reasonable good faith discretion and without notice, to provide Customer and user 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 the rights of any person or entity, and to maintain and use internally such information and records. Information generated by or in connection with KVH administration of the Service shall be and remain the exclusive property of KVH.

22. Communications with Customers.

KVH may from time to time provide online, telefax, telephone, e-mail, mail and other communications to Customer on matters pertaining to the Service, its features, its sponsors or its use. Customer acknowledges that communications with KVH, its representatives and its contractors may be monitored or reviewed, without notice, for quality control and other reasonable business purposes.

23. Privacy Limitations.

As an independent reseller or distributor of the Service, KVH may share with or provide to the Service Provider such Customer account information as may be necessary to ensure and provide proper Customer account maintenance and service and for any other lawful administrative purposes. Customer understands that because the Service involves radio technology, data communications transmitted over wireless systems may not be completely private or secure and KVH makes no warranties regarding privacy of communications. Customer consents to KVH or its Service Providers monitoring Customer's account activity in order to resolve billing queries, prevent and minimize fraud and ensure the quality of the Service.

PROPRIETARY RIGHTS

24. Proprietary Rights.

Except for public domain material, all content available through or distributed over the Service is subject to copyright, database protection, and other rights under applicable laws. Unauthorized use of such content may violate copyright, trademark and other laws. Customer may not copy, distribute, transmit or publish such content in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner. Customer's infringement of any third party intellectual property rights shall be a breach of this Agreement.

TAXES, FEES, BILLING AND PAYMENT

25. Taxes, Fees, Billing and Payment.

Customer shall be solely liable for the payment of all Broadband Services and applicable taxes and regulatory fees (including but not limited to fees associated with universal service or other governmental programs or assessments), without setoff, deduction for payment processing or counterclaims. Any banking fees must be settled by Customer. It is Customer's sole responsibility to ensure that all Terminal Equipment, Customer Equipment, other equipment, computers, and/or networks are properly configured for the particular Service that Customer has selected. It is Customer's sole responsibility to gain an understanding of the technical aspects, use, and operation of the Terminal Equipment, as well as the details and terms of the Services and the associated rates. KVH shall not under any circumstances abate or refund charges to Customer's account arising from the fact that, or on the basis of Customer claims that, Terminal Equipment, Customer Equipment, other equipment, computers, and/or networks were not properly configured at the time charges were accrued.

Customer agrees that all data call attempts, regardless of ultimate successful transmission and termination, will be paid for and no credits will be given in the event of dispute of this nature. 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.

Even if an invoice is disputed, Customer 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 Customer 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 Customer, KVH shall issue a credit note to Customer within sixty (60) calendar days from acceptance of the claim.

In addition to all fees associated with the selected rate plan, Customer agrees to pay an applicable Remote Diagnostic monthly service fee of \$29 (Applies to mini-VSAT Services only). The monthly fee for the Remote Diagnostic service is subject to change without prior notice.

26. Payment.

Customer is responsible for the payment of charges for all Services furnished to Customer under this Agreement, including but not limited to all connections completed by the Terminal Equipment, and for the payment of all charges billed to Customer's account, including toll, land, long distance and roaming charges, if applicable. Customer remains responsible for charges even if the Customer Equipment or Terminal Equipment is inoperative, or if the Service is temporarily unavailable, except that if there is a Service outage in excess of twenty four (24) hours, then Customer will receive a credit equal to one day for each day of an outage (rounded down to the nearest day). Customer's bill will be paid by automatic debit to Customer's selected primary credit card within five (5) days of the due date on Customer's invoice. If a charge is rejected by the primary credit card for any reason, then Customer'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 debit to a credit card.

Customer is responsible for notifying KVH of any changes to credit card information. Customer authorizes KVH to refer its account, if past due, to attorneys and/or collection agencies for further action and to notify credit reporting agencies of any defaults in accordance with law. Customer shall also pay any and all costs, expenses, fees and commissions incurred by KVH in collecting unpaid amounts, as allowed by law. KVH reserves the right to interrupt service at any time without notice and require accelerated interim payments in the event (a) KVH deems Customer's usage unusual or excessive in relation to Customer's security deposit, credit limit and/or normal usage patterns, as KVH may determine in its sole discretion from time to time; or (b) Customer's payment is returned or rejected as described above.

TERM AND TERMINATION

27. Term.

This Agreement shall begin on the date Customer's account is first activated and continue thereafter for the subscription period initially committed to by Customer when signing the Activation Form ("Initial Term"), but in no case will the Initial Term be less than one (1) year. Unless sooner terminated pursuant hereto, or unless extended by Customer to obtain new, additional or different benefits, the Agreement automatically extends thereafter on an annual basis unless: (a) Customer gives KVH notice of termination at least thirty (30) days' prior to the end of the then current annual term; or (2) KVH in its discretion elects to terminate provision of the Service to all customers. Unless required by law, Customer will not be entitled to refunds of prepaid amounts if Customer terminates its Service.

28. Termination For Cause.

Upon non-payment of any sum due to KVH, or upon any violation of the terms, conditions, laws, rules or regulations governing the use of Service, KVH may, by a notice in writing (which notice shall be deemed given five (5) days after it is sent to Customer's latest e-mail address and deposited with the national postal service addressed to Customer's last known address, or earlier if Customer files for, or is compelled to seek, bankruptcy protection) and without

incurring any liability, refuse, reduce or temporarily or permanently terminate service (including associated roaming connections).

In addition, the Service may be refused, reduced or temporarily or permanently terminated by KVH immediately without notice and without incurring any liability if: (a) KVH has not received and posted Customer's payment by the due date on Customer's bill; (b) KVH is informed that the Service is being used by Customer in a manner which might adversely affect KVH's service to others; (c) KVH receives from a law enforcement agency a written finding, signed by a magistrate, that probable cause exists to believe (i) that Customer has used or will use the Service in violation of or to violate the law, and (ii) that the character of Customer's use of the Service is such that immediate action is required to protect the public's health, safety or welfare; (d) the number(s) utilized by Customer for connections is determined by KVH to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of Service; (e) KVH is requested by a customer 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 which 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; (f) KVH determines that Customer's application for Service included information that was fraudulent, false or incomplete; (g) Customer uses equipment either not authorized by or on record with KVH; or (h) there is unusual account activity or KVH's reasonably suspects the occurrence of any other event of default or breach pursuant to this Agreement. If Service is suspended or terminated for non-payment KVH may, at its sole option, reactivate the Service upon payment by Customer in full of the past due amount, any penalties associated with the late payment and a service restoration charge.

KVH may also require a deposit based on Customer's payment history. In addition to the rights contained herein, KVH reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to KVH are cumulative and not alternate, 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 Customer.

29. Early Termination Fee.

If this Agreement is terminated during the Initial Term (a) by Customer for any reason, or (b) by KVH for cause, Customer will be required to pay KVH an early termination fee equal to the greater of either the balance of all payments remaining on the KVH Broadband Service Agreement or US dollars (\$) 1,000.00.

WARRANTIES AND LIABILITY

30. EXCLUSION OF WARRANTIES.

KVH warrants that it will use reasonable commercial efforts to provide the Service to Customer. KVH EXCLUDES ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY MERCHANTABILITY OR FITNESS FOR PURPOSE.

31. LICENSES.

CUSTOMER AGREES TO ABIDE BY ALL OF THE CURRENT REGULATIONS IN EFFECT IN COUNTRIES WHERE THE CUSTOMER EQUIPMENT OR BROADBAND SERVICE MAY BE USED, INCLUDING LICENSING REQUIREMENTS. KVH WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY OPERATIONAL RESTRICTIONS, CUSTOMS, LICENSE OR PERMIT FEES REQUIRED FOR OPERATION OF THE BROADBAND SERVICES IN THE DESTINATION COUNTRY. IN ADDITION, KVH SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR FINES ASSOCIATED WITH CUSTOMER EQUIPMENT SEIZURE OR FOR LEGAL RAMIFICATIONS OF USING THE CUSTOMER EQUIPMENT OR BROADBAND SERVICE IN COUNTRIES WHERE IT IS PROHIBITED. FOR A LIST OF COUNTRIES WHERE THE BROADBAND SERVICE IS LICENSED, PLEASE REFER TO WWW.KVH.COM.

32. 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 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 SERVICE OR THIS AGREEMENT, WHETHER SUCH LOSSES OR DAMAGES ARE INCURRED THROUGH BREACH OF THIS AGREEMENT, NEGLIGENCE OR GROSSLY NEGLIGENCE ACT OR OMISSION RESULTING IN ANY INTERRUPTION, DELAY, DEFECT OR

ERROR IN SERVICE, OR ON ANY OTHER BASIS, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO KVH BY CUSTOMER FOR THE SERVICE IN THE THREE MONTHS BEFORE SUCH LIABILITY AROSE.

33. EXCLUSIONS.

IN ANY EVENT, NEITHER KVH NOR ITS SERVICE PROVIDERS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, OFFICERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR (a) INTERRUPTIONS OR DEFECTS IN SERVICE WHICH AFFECT CUSTOMER FOR LESS THAN 72 CONTINUOUS HOURS; OR (b) ANY OF THE LIMITATIONS OF SERVICE REFERRED TO IN SECTIONS 12 THROUGH 19 HEREOF (INCLUSIVE); 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 OF INFORMATION OR DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, WHETHER OR NOT KVH HAS BEEN APPRISED THEREOF.

34. NO EMERGENCY SERVICE.

CUSTOMER ACKNOWLEDGES THAT KVH IS UNDER NO OBLIGATION TO PROVIDE ANY EMERGENCY REFERRAL SERVICE UNDER THIS AGREEMENT. IN THE EVENT THAT KVH DOES PROVIDE A FORM OF EMERGENCY REFERRAL SERVICE, 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. CUSTOMER ACKNOWLEDGES THAT WHEN CALLING ANY SUCH EMERGENCY SERVICE, CUSTOMER'S LOCATION WILL NOT BE KNOWN AUTOMATICALLY BY THE OPERATOR ANSWERING THE EMERGENCY REFERRAL CALL AND THE EFFECTIVENESS OF THE SERVICE WILL DEPEND LARGELY ON THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER, INCLUDING WITHOUT LIMITATION INFORMATION CONCERNING CUSTOMER'S LOCATION. CUSTOMER MUST PROVIDE THE OPERATOR SPECIFIC INFORMATION IDENTIFYING CUSTOMER'S LOCATION.

35. CUSTOMER INDEMNITY.

CUSTOMER 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 CUSTOMER'S BREACH OF THIS AGREEMENT OR CUSTOMER'S INSTALLATION, USE OR MISUSE OF THE SERVICE, THE TERMINAL EQUIPMENT OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICE. CUSTOMER AGREES TO REIMBURSE KVH FOR ANY AND ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY KVH IN DEFENDING ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF THE SERVICE, THE TERMINAL EQUIPMENT OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICE.

36. Service Provider.

Customer confirms his/her understanding that Service Provider has no customer care or Tier I responsibilities or obligations to Customer arising out of this Agreement. Customer shall look solely to KVH to meet the obligations of KVH under this Agreement, and shall not contact Service Provider for any customer care or Tier I support of any kind.

37. Force Majeure.

KVH shall not be liable for and will not be responsible to Customer 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 of failure or telecommunications facilities and/or services including Internet services and satellite services, vandalism, epidemic, flood, drought, or by reason of national emergency, war, terrorism, 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.

38. Assignment.

Customer 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 may assign this Agreement or any of its rights and obligations hereunder at any time.

39. Amendment.

This Agreement and any pricing plan may be amended by KVH from time to time by five (5) days written notice to Customer. Such notification may occur by e-mail and shall include reference to the amended Agreement and plans to be found at KVH's website (www.kvh.com). Customer's use of the Service more than thirty (30) days after notification of amended terms or plans shall constitute acceptance of such amendments.

40. 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. 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 and may enforce the provisions of this Agreement.

41. 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 and may enforce the provisions of this Agreement.

42. Governing Law.

This Agreement is interpreted and construed pursuant to and governed by the laws of the State of Rhode Island, United States of America, without regard to its conflict of laws principles.

43. 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.

44. Notice.

In the event Customer desires to provide written notice to KVH, as required by any of the terms and conditions herein or for any other reason, INCLUDING ANY COMMUNICATION FROM CUSTOMER REGARDING DISPUTED DEBTS AND ANY INSTRUMENT TENDERED AS FULL SATISFACTION OF AN OUTSTANDING DEBT, such notice MUST BE SENT CERTIFIED MAIL to the following applicable address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842-5279, U.S.A., Attention: KVH Broadband Services Dept with a copy to the Legal Department.

45. Third Party Complaints.

Any complaints or objections in relation to material posted by any Customer, or hosted in connection with the Service, should be directed to the following applicable address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842-5279, U.S.A., Attention: KVH Broadband Services Dept. OR via e-mail to satelliteservices@kvh.com OR by telephone: (401) 847-3327.

46. Complete Agreement.

These terms and conditions contain the entire Agreement between KVH and Customer and supersede all prior statements, representations and agreements whether oral or written. CUSTOMER ACKNOWLEDGES THAT (S)HE HAS RELIED ON NO ORAL OR WRITTEN REPRESENTATIONS MADE BY OR ON BEHALF OF KVH OR ANY EMPLOYEE, DIRECTOR, OFFICER.