

Mobile Satellite Services and Equipment Terms and Conditions

The following terms and conditions (“Terms and Conditions”) apply to end-users (“Customer(s)”) using mobile satellite services, including but not limited to Inmarsat®, Iridium®, AmosConnect™ (“Services”) and/or equipment (“Equipment”) and/or software (“Software”) provided by Navarino Telecom and NTS Maritime Ltd (collectively referred to as “Navarino”).

1. PROVISION OF SERVICES AND EQUIPMENT BY NAVARINO

(A) These Terms and Conditions and/or Customer’s written acceptance of a Navarino quotation, when taken together, will govern the provision by Navarino of Services and/or Equipment to Customer. There are no other oral or implied agreements, warranties or understandings, and from time to time, Navarino may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions.

(B) In the absence of a quotation signed by Customer, Customer’s verbal instruction or issuance to Navarino of a purchase order, work order, work ticket or other form of written order on Customer’s standard form (collectively “Purchase Order(s)”) will constitute Customer’s acceptance of a Navarino quotation. Future orders will be subject to Navarino’s acceptance, which may be withheld for any reason or for no reason.

(C) Customer is responsible for notifying Navarino, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after Navarino’s receipt of Customer’s written request and Navarino’s acknowledgement of receipt of Customer’s written request and according to Inmarsat’s rules. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Navarino acknowledges receipt of Customer’s written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

2. BILLING & PAYMENT

(A) **Services & Equipment.** Navarino will bill and Customer will pay Navarino for the Services provided by Navarino and for all federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, where applicable, including but not limited to value added or withholding taxes which may be levied upon the Services.

(B) Payment Terms.

Customer will pay all invoices within the agreed credit terms as per our written offer. Amounts not paid within terms will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

(C) Navarino may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by Navarino, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.

(D) All charges will be in accordance with Navarino’s then current charges or the quotation as provided to Customer for the applicable Service and/or Equipment. Navarino reserves the right to revise such charges from time to time.

(E) Customer must pay all undisputed amounts when due. If any portion is in dispute, Customer must, within thirty (30) days of the invoice date containing such disputed amount, give notice to Navarino of the amount it disputes (“Disputed Amount”) and include in such notice the specific details and reasons for disputing each item. For avoidance of doubt, claims of unauthorized use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of Navarino, Customer must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. Navarino will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favor of Customer. An invoice is deemed to be accepted by Customer if no written notice of dispute is provided before the date the payment is due.

(F) **Liability for Data Usage.** Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer’s Equipment. It is Customer’s sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment.

(G) Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer’s Equipment including routerboard and any other equipment designed to manage the efficiency of customer’s terminals. The use of such or any other equipment is only an additional facility and does not imply a guarantee under any circumstances against unwanted, unauthorized or excessive traffic.

(H) As per Inmarsat policy, where a monthly fee is applicable, it should be settled regardless the operational status of the equipment. Therefore in case of any hardware malfunction, the monthly fee will continue to be chargeable without any suspension of payments.

3. SALE OF EQUIPMENT

(A) **Delivery/Freight Charges/Risk of Loss:** Customer will pay any costs incurred by Navarino to ship the Equipment to Customer’s designated location, unless otherwise agreed upon by the parties prior to shipment. Any additional delivery terms for Equipment will be mutually agreed to by Navarino and Customer. Navarino will use commercially reasonable efforts to comply with the delivery terms requested by Customer. In no event will Navarino have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of Navarino.

(B) **Title:** Title to Equipment purchased by Customer will transfer from Navarino to Customer upon Navarino’s receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by Navarino free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by Navarino to evidence or perfect its security interest.

(C) **Warranty:** Navarino warrants that new Equipment delivered to Customer will be free from defects in workmanship and material in accordance with the warranty terms of equipment as published by each manufacturer it represents.

4. SERVICE AVAILABILITY

The services are provided on an “on-demand” basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by Stratos or a supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a supplier. Navarino has no liability for unavailability or malfunction of suppliers’ networks.

5. USE OF SERVICES AND EQUIPMENT

Customer will use the Services only in accordance with applicable E.U., U.S. and foreign rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Equipment. Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customers will not use the Services or Equipment in an abusive or fraudulent manner.

6. DEFAULT AND TERMINATION OF SERVICES

(A) The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from Navarino:

- (i) Use of the Services or Equipment in any manner or for any purpose contrary to law;
- (ii) Failure to make any payments due as invoiced;
- (iii) Breach or violation of any of these Terms and Conditions by Customer; or
- (iv) Commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

(B) In the event of default, Navarino may, at Navarino's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Navarino will bill Customer and Customer will pay Navarino, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Navarino will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by Navarino due to default by a Customer, including but not limited to legal costs.

7. INDEMNITY AND LIMITATION OF LIABILITY

(A) Nothing in these terms and conditions will limit or exclude either party's liability to the other for personal injury or death caused by its negligence.

(b) Navarino does not undertake to transmit messages, but offers the use of its facilities to Customers for the transmission of telecommunication services.

(C) Customer agrees to release, protect, indemnify, defend and hold harmless Navarino and Navarino's affiliates, directors, officers, agents, employees ("Navarino group"), assigns and suppliers from and against any and all liability, claims, actions, losses, damages, demands, Suits, (including damage to property and personal injury) and expenses (including losses from settlement and reasonable courts costs and attorney's fees) arising out of or relating in any way or alleged to be caused by:

- (i) Customer's use or misuse of the equipment and/or services; and/or (ii) Failure or limitations of any emergency distress features associated with the Equipment and/or services (including but not limited to, global maritime distress and Safety services (GMDSS) features; and/or (iii) Installation, maintenance and/or removal of such equipment and/or services provided By Navarino and/or its subcontractors;

(D) Neither Navarino nor any of Navarino's suppliers and their respective officers, Directors, employees, representatives, insurers, subsidiaries and affiliated (including Parent) companies, and their employees, representatives, officers and directors, will be Liable on any basis whatsoever for any indirect, incidental, consequential, reliance, Special, punitive or exemplary damages (including but not limited to loss of revenue or Profit, loss arising from or attributable to failure to realize anticipated savings, or loss Of production, equipment or data) even if a party knew or has been advised of the Possibility or likelihood of such damages, in connection with (i) the provision or failure to provide the equipment and/or services, for any reason whatsoever and howsoever arising, or (ii) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on the space segment or service Outage or degradation in suppliers' networks due to satellite malfunction, or (iii) the Suspension by Navarino or Navarino's suppliers of the mobile earth station's authorization to Use services provided by Navarino or Navarino's suppliers, due to any causes whatsoever.

8. GOVERNING LAW / RULES & REGULATIONS

These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales and Customer irrevocably agrees that the English courts will have exclusive jurisdiction in relation to any proceedings arising out of or in relation to the Terms and Conditions initiated by Customer. Notwithstanding the foregoing, Navarino will be entitled to initiate any proceedings arising out of or in relation to these Terms and Conditions in any court having jurisdiction.

9. FORCE MAJEURE

Navarino will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, usually severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of Navarino or Customer and other delays incurred for reasons beyond Navarino's reasonable control, which, by the exercise of reasonable diligence, they are unable to prevent or avoid. Navarino's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

10. EFFECTIVE DATE

The Terms and Conditions are effective as of 1 January 2007, and will remain in effect unless modified, revoked or terminated by Navarino. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by Navarino and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the parties.

By signing this form I hereby confirm that I understand and agree with the above terms.		
Date:	Company name:	Authorized name and Signature:

