

Terms & Conditions – L-Band Services

These Terms & Conditions (hereinafter the “Terms & Conditions”) apply to any L-Band Services (hereinafter the “Services”) the Customer receives from Tototheo Middle East Limited and / or from any of its subsidiary, affiliated, associated or parent companies (hereinafter referred to either individually or collectively as the “Provider”).

1. DEFINITIONS

1.1. In these Terms & Conditions, the following words, expression or phrases shall have the following meanings:

- 1.1.1. **“BGAN Network”** means the part of Inmarsat’s satellite and ground network that carries FleetBroadband services.
- 1.1.2. **“Contract”** means these Terms and Conditions with the Proposal and any Schedules, Annexes, Appendices or other documents as from time to time issued.
- 1.1.3. **“Customer”** any person or entity purchasing the Services as referred to in the Proposal or Contract from the Provider.
- 1.1.4. **“Day(s)”** means calendar day(s).
- 1.1.5. **“Effective Date”** means the date that the services are activated.
- 1.1.6. **“Equipment”** means the Satellite Terminals as further described in Annex 1.
- 1.1.7. **“Fees”** means the fees for the Services as provided in the Proposal.
- 1.1.8. **“FleetBroadband”** means the global data and voice service provided by Inmarsat Maritime over its existing BGAN Network as further described in Annex 1.
- 1.1.9. **“FleetBroadband Activation Form”** refers to the document setting out the details of the FleetBroadband Services requested by the Customer for specific vessels.
- 1.1.10. **“Minimum Period”** is the minimum period of consecutive months for which a Package Rate Plan shall remain active, with the day of Package Rate Plan activation being the first day of such minimum period.
- 1.1.11. **“Package”** means a set of Package Rate Plans that share similar features.
- 1.1.12. **“Package Rate Plans”** means the plans made available by the Provider which are further described in Section 3.1.
- 1.1.13. **“Parties”** means the Provider and the Customer, and **“Party”** shall mean either of them, as applicable.
- 1.1.14. **“Priorities”** means the order of priority attributed by the Provider to each Package and / or Package Rate Plan. The Priorities define whether a move of a Subscription from one Package or Package Rate Plan to another Package or Package Rate Plan respectively, shall be considered as an upgrade or downgrade.

- 1.1.15. **“Proposal”** means the commercial offer issued in writing by the Provider and sent to the Customer, by any means whatsoever, setting out the details regarding the Services to be offered.
- 1.1.16. **“Provider”** means Tototheo Middle East Limited and / or any of its subsidiary, affiliated, associated or parent companies.
- 1.1.17. **“Services”** means any services as described in Annex 1 and / or the Proposal. Services shall mean any one service singularly referred to or a combination of them.
- 1.1.18. **“Service Suspension”** means the temporary barring or suspension of Service to a provisioned Satellite Terminal.
- 1.1.19. **“SIM”** means a subscriber identity module card which uniquely identifies a Satellite Terminal.
- 1.1.20. **“Subscription”** means an activated Rate Plan against a Satellite Terminal for a specific Minimum Period.
- 1.1.21. **“Subscription Activation”** is the creation of a Subscription on the Provider’s billing system.
- 1.1.22. **“Subscription Allowance”** means the usage allowances (including voice, data and others) associated with a Package Rate Plan as further described in Section 3.3.
- 1.1.23. **“Subscription Charge”** means the periodic charges applicable to a Package Rate Plan.
- 1.1.24. **“Subscription Suspension”** the temporary suspension of a Package Rate Plan for a certain period.
- 1.1.25. **“Subscription Termination”** means the removal of Service to a Subscription.
- 1.1.26. **“Term”** means the Minimum Period of the contracted Services as set out in the Proposal, or any other contract entered into in writing between the Provider and the Customer, which shall commence from the Effective Date.
- 1.1.27. **“Terms & Conditions”** means the terms and conditions as set out in this document and as amended from time to time.

In these Terms & Conditions:

- 1.2. headings are for convenience only and shall not affect the interpretation of any term and/or provision in the Terms & Conditions; and
- 1.3. any schedules attached to the Order Confirmation Form shall form an integral part of the Terms & Conditions and shall be considered as being part of the Contract and shall be binding on both the Customer and the Provider.

2. **CONTRACT PLAN/SUBSCRIPTIONS**

- 2.1. The Terms & Conditions will apply to any Services selected by the Customer.
- 2.2. The available Services are set out and described in the Proposal and / or Annex 1.

- 2.3.** The fees for each of the Services shall be listed in full in the Proposal in USD (United States Dollars). The Provider may, at any time, denominate all or part of the fees in United States Dollars (USD), Euro (EUR) or Pounds Sterling (GBP) without written notice thereof:

The fees shall be paid to the Provider in the currency in which such amounts have been denominated.

- 2.4.** The Customer is fully responsible for ensuring that the fees for the Services selected are paid in full in accordance with these Terms and Conditions.
- 2.5.** All data traffic is chargeable, and it is recommended that reasonable and appropriate measures should be taken in line with general best practice, such as firewall, virus and 3rd party application usage where users may be unfamiliar with satellite communications pricing. It is the responsibility of the Customer to ensure that their users manage the data connection using their solutions to manage unexpected expenditure and bill shock.

3. PACKAGE RATE PLANS

- 3.1.** The Package Rate Plans are differentiated by certain features, which features are summarised in the table and described generally below:

- 3.1.1. Eligibility Criteria: The Package Rate Plans for the Services set out in the Contract have been developed for use with and are only available for use by Satellite Terminals located on a working vessel and are designed to support ship to shore and ship to ship calling. The Package Rate Plans set out in the Contract are not available for use by a Satellite Terminal for shore to ship (carrier by-pass) traffic.
- 3.1.2. The Provider reserves the right to ascertain the location of all Satellite Terminals and associated SIMs. Upon request from the Provider, the Customer must demonstrate to the Provider's satisfaction (including providing all documents and information requested) that a vessel is eligible for the relevant Package Rate Plan.
- 3.1.3. If the Provider becomes aware of Package Rate Plans being deployed on ineligible vessels;
- i. the Provider will advise the Customer and the relevant Subscriptions must be moved to an appropriate Package Rate Plan immediately;
 - ii. the Customer may not be permitted to make further activations to these plans;
 - iii. in the event of failure to comply with point (i) above the Provider reserves the right to migrate the Subscriber(s) to the FleetBroadband Standard Plan;
 - iv. the Provider may terminate the relevant Subscriptions on fourteen (14) days' notice and the Customer shall be liable for the Early Termination Fees applicable;
 - v. the Provider may invoice the Customer for the difference between the Package Rate Plan charges applied and the equivalent charges under the FleetBroadband Standard Plan in respect of any usage by ineligible vessels. The Customer acknowledges and agrees that such charges are deemed a price adjustment to reflect the amounts that would have been payable on the FleetBroadband Standard Plan in respect of vessels not eligible for the plan applied. A further administrative charge may be charged by

the Provider to the Customer for the cost of converting to the correct Package Rate Plan as described above.

3.1.4. Fleet One: Vessels provisioned on Fleet One SIMs must:

- a) be solely engaged in fishing or pleasure yachts or inland waterway activities;
- b) be under 500 GT;
- c) have a Maritime Mobile Security Identity (MMSI);
- d) receive the Services using an Inmarsat type approved Fleet One Satellite Terminal; and
- e) not be floating, fixed platforms or rigs.

3.1.5. Subscription Allowances: The Subscription Allowance is the level of usage included within a Package Rate Plan in the relevant billing period. Any usage within the billing period, which is either in excess of this Subscription Allowance or call types (and other chargeable events) not included within the Subscription Allowance will be charged on an "as used" basis. Allowance types offered are data, data & voice, voice only, and money. Once the allowance has been used for these types of plans, any further usage will be charged at run-on charges.

- a) Data allowances are specified by the quantity of MBs that are included in the billing period.
- b) Voice allowances are specified by the quantity of minutes included in the billing period. Voice allowances can also be specified by the quantity of minutes used per call.
- c) SMS allowances are specified by the quantity of text messages included within the billing period.
- d) Money allowances are specified by a monetary amount, expressed in \$, included within the billing period.
- e) Content allowances refer to the inclusive content allowance and update frequency within the billing period.
- f) Where Subscription Allowances are used on a Package Rate Plan, there will also be a specified list of call and event types that are considered within the allowance for billing purposes.

3.1.6. Minimum Period: Where a Rate Plan provides for a Minimum Period, the Customer agrees, following Subscription Activation, to maintain the Subscription for the applicable Minimum Period.

3.1.7. Subscription Allowance Sharing Option: SCAP Package Rate Plans are only available for sale to individual corporate entities. The identity of the relevant corporate entity is required to be provided to the Provider in advance of any SCAP Package Rate Plan commencing to operate.

3.1.7.1. Each month, each vessel will be billed for the Subscription Charge for that month in accordance with the Package Rate Plan selected. A comparison will be made each month in respect of the entire SCAP (as at the end of that month) for the total billed usage of the provisioned fleet of vessels within the SCAP. Where total usage of the fleet for that month is less than the total Subscription Allowance of the fleet but some individual vessels have

incurred an out of bundle charge, then this out of bundle charge will be credited against the total Subscription Allowance for that month up to the maximum value of the available Subscription Allowance.

- 3.1.7.2. All vessels in the SCAP must be on the same Package Rate Plan. The sharing of Subscription Allowances across the vessels in the SCAP will not commence until a minimum of 5 vessels have been provisioned in the SCAP. Should the number of vessels fall below 5, then sharing of the Subscription Allowance will stop until such time that such minimum number of vessels is reached again.
- 3.1.7.3. The Provider reserves the right to ascertain the identity of all Subscriptions within a SCAP so as to ensure that their objectives and principles are being properly adhered to by the Customer; equally, the Provider will decide whether to accept or reject a SCAP application at its sole discretion.
- 3.1.7.4. Additionally, the Provider reserves the right to audit the information provided regarding the identity of the relevant corporate entity by contacting the corporate entity directly. Where the Provider in its reasonable opinion concludes that there is misuse of SCAPs, then it may decide at its sole discretion to either terminate such SCAPs forthwith for that Customer, refuse to make such SCAPs available to that Customer in the future, retrospectively charge the Customer for all traffic that has been the subject of such misuse at the normal rate that would ordinarily have applied to such traffic using the regular wholesale charges that would have applied to each individual Subscription or such other action as it sees fit.
- 3.1.8. Regional Charging: Some Package Rate Plans may be offered with a regional billing component. In these cases, charges for usage within a specified region will be different from those outside of such region. It may also be possible for the Subscription Allowances to be decremented differently depending on the region that the terminal makes the call from.

4. OBLIGATIONS OF THE PARTIES

4.1. The Provider shall:

- 4.1.1. Provide system/network availability in accordance with the Contract.
- 4.1.2. Provide qualified engineers when required. Additional charges shall apply.
- 4.1.3. Ensure that the Services are provided in accordance with these Terms and Conditions.
- 4.1.4. Provide the Customer with the relevant fees in advance and an efficient billing process, ensuring any changes will be notified to the Customer accordingly.
- 4.1.5. Ensure the Customer receives reasonable notice prior to accessing the vessel systems.
- 4.1.6. Use reasonable endeavours to maintain any governmental or other authorisation for the provision of the Services.

4.2. The Customer shall:

- 4.2.1. Abide by the Payment Terms and Conditions as set out in Article 7 below.

- 4.2.2. Comply with all applicable laws, sanctions, licensing and Regulatory requirements related to the services.
- 4.2.3. Not use the Services for any unlawful, abusive, indecent, defamatory, offensive, or fraudulent purpose including without limitation, using the services in a way that interferes with the Provider's ability to provide services to its Customers.
- 4.2.4. Allow the Provider full and complete access to their systems or vessels where such access is required in order to investigate or fix a fault with the Services.
- 4.2.5. Cooperate with the Provider and comply with any reasonable requests the Provider may make to help with the provision of services.
- 4.2.6. Pay invoices in a timely manner and always before the due date, notwithstanding circumstances of Invoice Disputes as set out in Article 7 below.
- 4.2.7. Ensure that all vessels have the required Governmental and/or other authorisation for the use of the Services.

5. CHANGES TO SUBSCRIPTIONS

- 5.1. Subject to Article 5.2, the Provider may at any time vary the specification of the Services provided that such variation applies, wherever practical, in a non-discriminatory manner.
- 5.2. The Provider shall notify the Customer in writing of any intended variation to any of the Services as soon as reasonably practicable, except in the case of an Operational Emergency, in which case the Provider may make any necessary variation without notice to the Customer. Following an Operational Emergency, the Provider shall provide notice of any variation to the Customer as soon as is reasonably practicable.
- 5.3. The Provider may withdraw any of the Services, provided always that the Provider shall, other than in the case of an Operational Emergency or for the purpose of necessary commercial spectrum management, provide no less than six (6) months prior written notice to the Customer or such other period of notice as prior agreed in writing between the Parties. For the avoidance of doubt, the Services will be withdrawn upon termination of these Terms & Conditions in accordance with Article 13.
- 5.4. Without prejudice to Article 13 below, the Provider may at any time during the Term either bar or suspend Services if:
 - 5.4.1. The Customer commits a material breach which is not remedied with fifteen (15) days after receiving written notice from the Provider requiring the Customer to remedy such breach and notifying the Customer of the Provider's intention to bar or suspend a Service if such breach is not remedied within such thirty fifteen (15) day period;
 - 5.4.2. The Provider is instructed to do so by a Governmental Body or is obligated to do so by law.
 - 5.4.3. The Provider has reason to believe that the Customer is abusing the Services by using them either fraudulently or unlawfully;
 - 5.4.4. In any of the circumstances listed in Articles 5.4.1 to 5.4.3 the Provider shall use reasonable endeavours to provide the Customer with prior notice unless the Provider is urgently required

to do so by law or where reasonable delay may cause loss (including loss of reputation) or damage to the Provider.

- 5.4.5. The Provider may at any time temporarily suspend the Services and provide instructions and procedures which the Customer must follow upon such temporary suspension if it believes that it is necessary in the interests of safety and quality of the services.
- 5.5. Service Suspension. If Service to a Subscription is suspended or barred, then the full monthly Subscription Charge, will continue to be payable during the period of Service Suspension and there will be no refund given for the period of the Service Suspension.
- 5.6. Subscription Termination. Without prejudice to any other rights, the Provider shall have the right to terminate an individual Subscription in accordance with the Contract.
- 5.7. The Customer may request to terminate a Subscription, in which case the following terms shall apply:
 - 5.7.1. there will not be any refund of the Subscription Charge and any unused Subscription Allowance will be lost. If the Subscription is terminated before the end of the Minimum Period, an early termination fee (“ETF”) as per below will also be charged.

FleetBroadband ETFs:

Minimum Period	3 Months	1 Year	2 Year	3 Year	4 Year
Maximum Early Termination Fee	3 Months' Subscription Charge	3 Months' Subscription Charge	6 Months' Subscription Charge	9 Months' Subscription Charge	12 Months' Subscription Charge

FleetPhone/FB Link, and Fleet One ETFs:

Maximum Early Termination Fee	Subscription Charge for the remainder of the Minimum Period
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- 5.8. Subscription Suspension. Subscription Suspension allows the Customer to temporarily suspend a Package Rate Plan to assist with special operational requirements including but not limited to seasonal lay-up. Those Package Rate Plans where Subscription Suspension is permitted are available upon request by the Customer and / or are listed in the Proposal with the applicable charges for this functionality and the periods of Subscription Suspension permitted.
 - 5.8.1. If the Subscription Suspension takes place mid-month a pro-rated monthly full Subscription Charge will be applied for part of the month, with a prorated discounted Subscription Charge for the part of the month when the Subscription Suspension period is in force.
 - 5.8.2. During Subscription Suspension:
 - i) the Customer will be billed a discounted Subscription Charge to maintain the Subscription;
 - ii) any Subscription Allowances will be removed;
 - iii) data and voice traffic will be permitted to pass to or from the Subscription, and all usage will be charged at the appropriate out of bundle rates for the applicable Package Rate Plan Subscription Suspensions are not permitted to exceed a maximum Subscription Suspension

period for the Package Rate Plan. If a Subscription is suspended for longer than this maximum Subscription Suspension period, it will be unsuspended by the Provider.

- 5.8.3. When a Subscription Suspension occurs during the Minimum Period, the period of Subscription Suspension shall not count towards the Minimum Period.
- 5.8.4. A Subscription shall not be upgraded, downgraded, have Service suspended or terminated during the Subscription Suspension period.
- 5.8.5. There is no restriction to how the Subscription Suspension period is taken. It can be taken in one period or in multiple periods, as long as these do not exceed the total Subscription Suspension period allowable, in a twelve (12) month period commencing on the date of Package Rate Plan activation or the anniversary thereof.
- 5.8.6. A Subscription with Subscription Suspension applied will not be counted as part of a SCAP for the duration of the Subscription Suspension.
- 5.8.7. Subscription Suspension is available after the expiry of the Minimum Period. The maximum length of the Subscription Suspension period per twelve (12) month period remains the same.

5.9. Subscription Upgrade/Downgrade.

- 5.9.1. The Customer can upgrade or downgrade a Subscription in accordance with this Contract, unless the existing Subscription is subject to Subscription Suspension, Service Suspension or has been terminated. When a Subscription is moved from one Package or Package Rate Plan to another Package or Package Rate Plan, it is deemed to be either an upgrade or a downgrade depending on the Priorities. The Customer shall make a request to the Provider for a Subscription to be moved from one Package or Package Rate Plan to another Package or Package Rate Plan and the Provider shall advise the Customer whether such move will be considered an upgrade or downgrade.
- 5.9.2. If a Subscription is moved from one Package to another Package, then, irrespective of the Priority of the Package Rate Plan selected, it is the relative Package Priority that will determine if this change is an upgrade or downgrade.
- 5.9.3. If a Subscription is moved from one Package Rate Plan to another Package Rate Plan (within the same Package), then the relative Priority of the new Package Rate Plan selected will determine if this change is an upgrade or downgrade.
- 5.9.4. Irrespective of whether a Subscription is downgraded or upgraded, there will be no Activation Charge as long as the deactivation and subsequent reactivation is made on the same day (00:00 – 23:59 UTC).
- 5.9.5. The upgrade / downgrade takes effect from the date it is initiated, and a new Minimum Period starts from this date.
- 5.9.6. The Subscription Charge and Subscription Allowance are prorated from the start of the month to the date of upgrade / downgrade on the old Package Rate Plan. The Subscription Charge and Subscription Allowance of the new Package Rate Plan are prorated from the date of upgrade / downgrade to the end of the month. Each period is treated separately and any usage in excess of the prorated Subscription Allowances will be billed at out of bundle rates;
- 5.9.7. If a Subscription is downgraded prior to the end of the Minimum Period, then a charge equivalent to the ETFs in Section 5.7 will be made.

- 5.9.8. If a Subscription is upgraded prior to the end of the Minimum Period, then the Subscription Charge that relates to the remaining portion of the original Minimum Period will not be charged.

6. CHANGES TO THE SUBSCRIPTION CHARGES

- 6.1.** The Provider shall review Subscription Charges, tariffs and their structures, including minimum call durations, minimum data volumes and billing increments on a regular basis to take account of market conditions, network, regulatory and legal requirements as well as cost of provision of the Services.
- 6.2.** The Provider shall give the Customer not less than thirty (30) days' notice in writing of any variations Subscription Charges except in circumstances where it is impracticable to give such notice in which case the Provider shall give as much notice as reasonably practicable.
- 6.3.** The Provider may at its discretion amend any Subscription Charges that apply to any Package Rate Plans during their Minimum Period upon sixty (60) days' written notice.
- 6.4.** Where the Company considers that an amendment to charges is required to mitigate the economic impact of Technological Fraud, it shall be entitled to amend charges that apply to any affected Rate Plans, regardless of whether such plans are subject to a Minimum Period, by immediate written notice to the Customer.

7. PAYMENT TERMS AND CONDITIONS

7.1. Unless otherwise agreed in writing, payment must be made:

7.1.1. thirty (30) days from the invoice date (if invoicing is in arrears); and

7.1.2. on the date of the invoice (if invoicing is in advance).

Where the due date falls on a day other than a Business Day, payment shall be made by the last Business Day immediately before the due date.

- 7.2.** The Provider retains the right to adjust invoices within a period of twelve (12) months, except where any such adjustment is required by law, in which case the relevant legal time limit (if any) shall apply.
- 7.3.** An interest charge shall be imposed, at a rate of the three (3) month US dollar London Inter-Bank Offer Rate (LIBOR) (fixed by the British Bankers Association on the due date or if not available another reputable source agreed between the Provider and the Customer, or failing which reasonably selected by the Provider) plus eight (8) percentage points per annum, calculated daily, on any payment due under these Terms & Conditions remaining unpaid after the due date. Such interest charge shall be computed commencing on the first day following the due date and ending on the day on which payment is made, whether before or after judgment. This provision shall be without prejudice to any other remedy to which the Provider is entitled under these Terms & Conditions, including any right to suspend or terminate in whole or in part, any Services.

8. FAILURE TO PAY

- 8.1.** In the event that the Customer fails to make payment in accordance with Article 7 above, and payment has not been received by the relevant due date, the Provider may serve by electronic mail, a formal demand for payment to be made within fourteen (14) days from the date of the demand and may at its discretion elect not to activate any new or any other Services until payment has been received.
- 8.2.** Notwithstanding circumstances of Invoice Disputes, as set out in Article 9 below, if:
- i. the Customer fails to comply with the formal demand for payment pursuant to these Terms & Conditions such that the demand remains outstanding for fourteen (14) days from the date of the demand, or
 - ii. in any twelve (12) month period the Provider issues two (2) such demands for payment pursuant to these Terms & Conditions, on a third occurrence of failure to pay by the due date under these Terms & Conditions,
- the Provider may suspend the provision of any Services on forty-eight (48) hours' notice. If payment remains outstanding for more than sixty (60) days from the date on which the Provider becomes entitled to suspend any Service (under these Terms & Conditions), the Provider shall have the right to terminate the Service.
- 8.3.** Any exercise of the right of termination of the Provider, as provided for herein, shall not preclude the Provider in claiming damages from the Customer for any outstanding amounts due pursuant to and in connection with the Terms and Conditions.

9. INVOICE DISPUTES

- 9.1.** The Customer shall notify the Provider as soon as possible but no later than the due date of any disagreement regarding the fees set out in that invoice. Any such notice shall be in writing, shall include the reasons for the disagreement and shall be sent in accordance with the provisions of Article 18.
- 9.2.** Where only part of the invoice is disputed, the Customer shall pay the undisputed amount by the due date.
- 9.3.** If the Provider and the Customer are unable to resolve a dispute concerning all or part of an invoice in dispute within sixty (60) days of the Customer notifying the Provider of a dispute pursuant to Article 9.1, then such dispute shall be deemed to be a formal dispute and resolved in accordance with Article 17.

10. WARRANTIES

- 10.1.** Each Party to these terms and conditions warrants and represents that:
- 10.1.1.** It has the right, power and authority, and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under this Agreement;
 - 10.1.2.** It has not suffered an Insolvency Event and has no reason to believe it shall suffer an Insolvency Event;
 - 10.1.3.** It has not and shall not incur any liability or assume any obligation of any kind on behalf of the other Party;

10.1.4. The execution of these Terms and Conditions and the performance of its obligations under these Terms and Conditions do not and shall not breach the terms of any order, judgement, arrangement, understanding, or agreement to which it is a Party , or by which it is otherwise bound;

10.2. Each Party acknowledges that, in entering into these Terms and Conditions , it does not rely on any representation, warranty, or other provision except as expressly provided in these Terms and that all conditions , warranties, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11. LIMITATION OF LIABILITY

11.1. Neither the Provider nor the Customer shall be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, for:

- a) direct loss of profit
- b) indirect loss of profit
- c) direct or indirect loss of goodwill;
- d) direct or indirect loss of business opportunity;
- e) direct or indirect loss of anticipated saving; or
- f) indirect or consequential loss or damage, arising under or in connection with these Terms & Conditions.

11.2. Nothing in these Terms and Conditions shall exclude or restrict neither the Provider nor the Customer's liability for:

- a) death or personal injury to the extent resulting from its negligence; or
- b) fraud or fraudulent misrepresentation.

11.3. Except as set out in these Terms & Conditions, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including without limitation the Services) provided by either the Provider or the Customer are excluded to the fullest extent permitted by the laws of the Republic of Cyprus.

11.4. Neither the Provider nor the Customer shall be liable to the other for loss suffered as a result of damage to, or disclosure, corruption or loss of, data or information transmitted under these Terms & Conditions.

11.5. Unless (and then only to the extent) otherwise provided in the Contract, the Provider shall not be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, to the Customer or any third party for any direct loss, damage, liability or expense arising from or in connection with any unavailability, delay, interruption or degradation in or to the Services or failure of the operational systems, save to the extent caused by gross negligence, wilful misconduct or fraud on the part of the Provider under or in connection with these Terms and Conditions.

11.6. Excluding the Customer's obligation to pay fees to the Provider (pursuant to these Terms & Conditions) and the Customer's obligations under Article 12 below, the aggregate liability of each Party (and their respective Affiliates) to the other Party (and its Affiliates) under or in connection with these Terms and Conditions, whether for negligence, breach of contract, misrepresentation or otherwise , shall at all times be limited to the greater of an amount equal to the total payments which have fallen due to the Provider under this Agreement during the twelve (12) month period immediately preceding the relevant time.

- 11.7.** The Customer acknowledges that the Provider cannot guarantee, and nor is it liable for, the security of information transmitted via the Inmarsat Network, and that the Provider does not warrant that the Services will be provided uninterrupted or error-free.

12. INDEMNITIES

- 12.1.** Subject to Article 11 hereinabove, the Customer shall defend, hold harmless, indemnify and keep indemnified the Provider against each loss, liability and cost arising out of or in connection with:

12.1.1. Any claim by a third party, however arising, as a result of or in connection with an alleged breach by the Customer of its obligations under these Terms & Conditions;

12.1.2. Any claims or legal proceedings by a third party, arising from the Customer's use of the Services or any related equipment by the Customer's end users or affiliates;

12.1.3. The use of the Services or the content of any transmission made using the Services, including any actual or alleged libel, slander, obscenity, indecency, infringement of copyright or breach of privacy or security;

12.1.4. Any act or omission of the Customer resulting in loss of, or damage or degradation to the provision of the Services;

12.1.5. Any claims, demands and causes of action of every kind and character arising in connection herewith in favour of the Customer's personnel or the Customer's invitees, on account of bodily injury, death or damage to such person's property, regardless of the cause of such bodily injury, death or damage to property, excluding the gross negligence of the Provider;

12.1.6. Any claim by a third party for alleged Intellectual Property infringement arising from the use of the Services; and

12.1.7. Any failure by the Customer to comply with any law or regulation applicable in respect of the Services or obtain or maintain any Governmental Authorisation that is required for use of the Services; or any use of the Services by the Customer, its Service Providers or Subscribers other than in accordance with these Terms & Conditions.

- 12.2.** The Customer shall maintain liability insurance or self-insurance to cover its indemnities granted herein. The Customer shall upon the request of the Provider, to provide evidence of such Insurance.

- 12.3.** The Customer shall defend, hold harmless, indemnify and keep indemnified the Provider against each loss, liability, and cost, excluding consequential damages, arising out of or in connection with any claims or legal proceedings by a third party arising from the Customer's gross negligence, negligence, or wilful misconduct by its actions.

13. TERMINATION

- 13.1.** The Provider may seek termination of the Services, for any reason whatsoever and without cause, by giving three (3) months prior written notice to the Customer.

- 13.2.** Either the Provider or the Customer may terminate the Services with immediate effect by notice in writing to the other on or at any time after the occurrence of any of the following events:

- 13.2.1.** a material breach by the breaching party of an obligation and or of a material term of these Terms & Conditions which is not capable of remedy;
 - 13.2.2.** a material breach by the breaching party of a material term of these Terms & Conditions which is capable of remedy but which the breaching party fails to remedy within thirty (30) days starting on the business day after receipt of notice from the initiating party giving particulars of the breach and requiring the breaching party to remedy the breach; or
 - 13.2.3.** The breaching party is subject to a voluntary bankruptcy order, or becomes insolvent or goes into liquidation or if any of its assets are seized or has a receiver or administrator appointed ,over its assets or has a petition filed in respect of any of the aforementioned in any jurisdiction whatsoever.
 - 13.2.4.** The breaching Party suspends or ceases or threatens to suspend, or cease, carrying on all or a substantial part of its business.
- 13.3.** The Provider may additionally suspend or otherwise bar the Services with immediate effect by notice in writing to the Customer on or at any time after the occurrence of any of the following events:
- 13.3.1.** if the Customer fails to pay outstanding invoices such that the provisions of Article 7 of these Terms & Conditions are invoked;
 - 13.3.2.** if the Customer repeatedly breaches any of these Terms & Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or the ability to give effect to these Terms & Conditions;
 - 13.3.3.** upon a change of control of the Provider;
 - 13.3.4.** if the Customer fails to obtain or comply with Governmental Authorisations.
- 13.4.** In any event of termination as provided in Clause 13, any and all outstanding invoices and amounts due in consequence of such termination, including but not limited to penalties and charges incurred due to the termination, will be the responsibility of the Customer and shall be immediately due and payable by the Customer.
- 13.5.** Termination of use of any of the services shall not prejudice any of the rights and remedies of the Provider accruing prior to Termination.
- 13.6.** Any Termination of a service by the Provider under the provision of these Terms and Conditions shall give the Provider the concurrent right to terminate any other services provided to the Customer under these Terms and Conditions.

14. FORCE MAJEURE

- 14.1.** Neither Party shall be liable for any non-performance or breach of obligations assumed under these Terms and Conditions as a result of and / or caused by any matter beyond that Party's reasonable control, including without limitation , strike, lock out or labour dispute, disease, epidemic, pandemic, acts of God, war, riot, civil commotion, malicious damage, flood, fire, storm, lightning, accidents, explosion, the failure or interruption of electricity supplies, national or local emergencies, civil disorder , industrial disputes, adverse weather conditions, compliance with a law or governmental order, or acts or omission of any government , local or other competent authority or any suppliers whatsoever (hereinafter a "Force Majeure Event" as defined in Clause

14.2. below) nor for any delay due to, occasioned by, or caused as a result of a Force Majeure Event.

14.2. A force Majeure Event means an event beyond the reasonable control of a Party (The Affected party) including without limitation, strike, lock out or labour dispute, disease, epidemic, pandemic, act of God , war , riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction (other than as a result of an act or omission by the after party), accident, breakdown or unavailability of plant, machinery or Inmarsat and Tototheo network, fire, flood, storm, externally caused transmission failure, or satellite failure or satellite launch failure or delay or satellite malfunction which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the affected party.

14.3. A Force Majeure Event shall not relieve a Party of an obligation to make payments when otherwise due and to provide defence or indemnity under these Terms and Conditions.

14.4. If the Affected Party is prevented, hindered or delayed from or in performing any of its obligations under these Terms and Conditions by a Force Majeure Event:

14.4.1. The Affected Party's obligations under these Terms and Conditions are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

14.4.2. As soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under the Terms and Conditions ;

14.4.3. The Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under these Terms and Conditions; and

14.4.4. As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under these Terms.

14.5. If the Force Majeure Event continues for more than six (6) months starting on the day the Force Majeure Event starts, a Party may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the other party.

15. INVALIDITY/ILLEGALITY/UNENFORCEABILITY

15.1. Should any provision(s) of these Terms & Conditions be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision(s) shall be given no effect and shall be deemed not to be included in the Terms & Conditions without invalidating any of the remaining provisions. The Customer and the Provider shall enter into good faith negotiations to amend the Terms & Conditions in such a way that, as amended, is valid, legal and enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision(s).

16. CONFIDENTIALITY

- 16.1.** “Confidential information” means all information of a confidential nature disclosed in connection with these Terms and Conditions which : (a) has been identified as such whether in writing , orally or by another means and whether disclosed directly or indirectly ; or (b) a Party should reasonably recognise as being of a confidential nature and which is disclosed by one Party (the Disclosing Party) to the other Party (the “Receiving Party”) whether before or after the date of these Terms and Conditions including without limitation, information relating to the Disclosing Party’s business affairs ,products, operations, processes, plans or intentions , product information , know-how, design rights, trade secrets and market opportunities.
- 16.2.** During the term of these Terms and Conditions and after termination or expiration of these Terms and Conditions for any reason the Receiving Party:
- 16.2.1.** Shall keep the Confidential Information confidential;
 - 16.2.2.** May not disclose the Confidential Information to another Person except with the prior written consent of the Disclosing Party or in accordance with Clause 16.3 and
 - 16.2.3.** May not use the Confidential Information for a purpose other than the performance of its obligations under these Terms and Conditions.
- 16.3.** During the term of these Terms and Conditions the Receiving Party may disclose the Confidential information to the following to the extent reasonably necessary for the purposes of these Terms:
- 16.3.1.** its employees;
 - 16.3.2.** third parties as required to comply with applicable laws or regulation including that of any Governmental Body or regulatory authority or as required as part of a debt financing or financial restructuring process;
 - 16.3.3.** its professional advisers;
 - 16.3.4.** or rescue agencies for the purposes of assisting in distress and safety missions
- (each a “Recipient)
- 16.4.** So far as reasonably practicable, the Receiving Party shall ensure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under these Terms and Conditions as if the Recipient was a Party to these terms and conditions.
- 16.5.** Clauses 16.1 through 16.4 do not apply to Confidential Information which:
- 16.5.1.** At the date of these Terms and Conditions, or at any time after the date of these Terms comes into the public domain other than through breach of these terms by the Receiving Party or a Recipient;
 - 16.5.2.** Can be shown by the Receiving Party to the Disclosing Party’s reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
 - 16.5.3.** Subsequently comes lawfully into the possession of the Receiving Party from a third party without any obligation of confidentiality.
- 16.6.** Upon request from the Disclosing Party the Receiving party shall promptly return to the Disclosing Party or destroy (as requested) all copies of Confidential Information.

17. GOVERNING LAW AND JURISTITION

- 17.1.** The Construction, validity and performance of these Terms and Conditions and all matters arising from or connected with them are governed by and construed in accordance with the laws of the Republic of Cyprus.
- 17.2.** Any dispute, controversy or claim arising out of or relating to these terms and Conditions, or the breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with International Arbitration in Commercial Matters (IACM) Rules in force. Unless otherwise agreed by the Parties the number of Arbitrators shall be three (3) of whom each Party shall select one (1) and the third to be agreed by the other two (2) arbitrators.
- 17.3.** The costs of arbitration shall be borne as the arbitrators direct.

18. NOTICES

- 18.1.** All and any notices referred to in these Terms & Conditions under or in connection with the provision of the Services shall be in writing, in the English language.
- 18.2.** The notice shall also be hand delivered or sent by email to the Party due to receive the notice at its respective address or e-mail address in the event of electronic notice.

18.3. The notices Shall be delivered to the following addresses:

For the Provider:
 TOTOTHEO MIDDLE EAST LIMITED

For the Customer:

19. ASSIGNMENT

- 19.1.** Neither Party may assign, novate, subcontract, charge, transfer or otherwise dispose of the underlying Agreement to which these Terms and Conditions apply, or any rights or obligations under it without the written consent of the other Party (which consent shall not be unreasonably withheld or delayed), except that the Provider may assign or novate any and all rights and obligations hereunder to any of the Provider’s affiliates but always with reasonable prior written notice to the Customer.

20. AMENDMENTS

- 20.1.** Save where otherwise expressly permitted hereunder, the Terms and Conditions and Annexes shall not be amended or modified in any manner by the Parties except by mutual agreement in writing signed both Parties.

21. WAIVER

- 21.1.** No delay in exercising or failing to exercise by either Party of any right or remedy hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of any of the Parties' rights or remedies hereunder.
- 21.2.** No waiver by either Party of any particular default by the other Party shall affect or impair either Party's rights in respect of any subsequent default of any kind by the other Party , nor shall any delay or omission of either Party to exercise any rights arising from any default affect or impair a Party's rights in respect of the said default or any other default of the other Party hereunder.

22. ENTIRE AGREEMENT

- 22.1.** These Terms and Conditions constitute the Entire Agreement between the Provider and the Customer relating to the subject matter hereof and supersede all prior Agreements between the Parties with respect to such subject matter. There are no other oral or implied Agreements, warranties or understandings between the Provider and the Customer with respect to such subject matter.

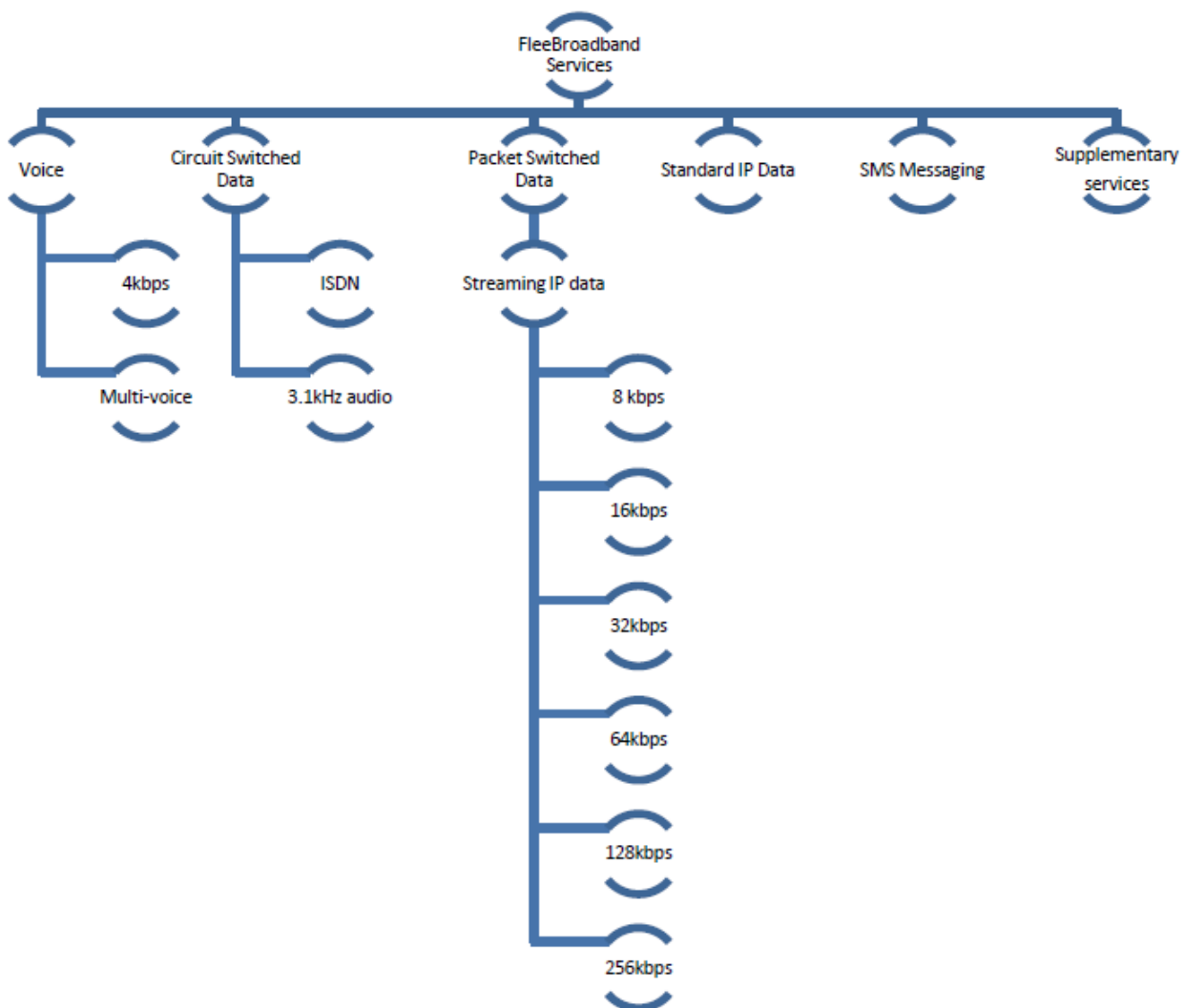
23. COUNTERPARTS

- 23.1.** These Terms and Conditions may be entered into by the Parties to it on separate counterparts, each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

ANNEX 1 - SERVICES

FLEETBROADBAND SERVICES

The FleetBroadband Services described in this Annex 1 operate over Inmarsat's existing BGAN Network. BGAN is a satellite component of the Third Generation IMT-2000/Universal Mobile Telecommunications System (3G UMTS). It is a UMTS Release 4 network; however, it has a proprietary satellite air interface. FleetBroadband offers most services defined in the standard 3GPP (3G Partner Project) specifications. In addition, FleetBroadband offers a 4kbps voice service using proprietary compression technology and a 64Kbps ISDN service. The services are satellite enabled services designed to provide voice and data connectivity to mobile platforms in a maritime environment. The satellite communications equipment necessary to receive the services is referred to as a Satellite Terminal, FB Satellite Terminal or FB Terminal. Figure 1 shows the FleetBroadband services that are available.



A Satellite Terminal will be capable of making simultaneous voice and data calls over the BGAN Network. Only 1 circuit switched (CS) service (plus SMS & additional services) is supported at any one time.

Voice Services

4kbps Compressed Voice Service: FleetBroadband offers a voice telephony service using a compression technology (the AMBE+2 codec) delivering voice over a bandwidth-efficient 4kbps connection. It is possible to make a standard voice call whilst simultaneously using IP data services.

Multi-voice Service: The Multi-voice service is offered to address the strong demand for additional voice lines on FB Satellite Terminals. The following two options are available for the FB Multi-voice service.

- a) Standard FB Multi-voice provides up to three additional lines for any FleetBroadband Satellite Terminal, thus allowing a total of four simultaneous voice calls.
- b) Enhanced FB Multi-voice provides the ability to scale up from the three additional voice lines provided in the Standard option, in increments of one voice line, up to a maximum of eight additional lines, thus allowing a total of up to nine simultaneous voice calls. The maximum number of simultaneous calls supported depends on the Satellite Terminal capabilities and operating environment.

FB Multi-voice calls can be made or received while the Satellite Terminal has ongoing data connections, including standard (background IP), streaming, ISDN or 3.1kHz audio(fax) connections. The FB Multi-voice service is an optional FleetBroadband service.

Packet-Switched Data Services

IP data is the principal service of the BGAN Network. The simplest configuration of the BGAN Network utilises a set of uplink and downlink IP channels (each operating on its own physical channels) assigned to a given spot beam. These IP channels are shared or contended between a number of active connections (PDP contexts). Further capacity can be assigned to a given spot beam by assigning additional sets of channels, should there be sufficient demand. The FleetBroadband system supports the remote access of a FleetBroadband Satellite Terminal (with a fixed or static IP address) and remote activation of a data session. The observed performance or data connection throughput is influenced by many factors and will depend on the local operating conditions and is likely to be less than maximum advertised speed. All data rates quoted in this Annex 1 are subject to FleetBroadband system verification tests and should be considered accordingly and may not be available at low elevation angles for specific Satellite Terminal / satellite link conditions. All data rates shown represent maximum theoretical throughput only.

Standard (background class IP)

The background class IP data offers users a data throughput of up to 432kbps via a shared, contended IP channel. There are no guarantees associated with the service as the performance of the data connection is influenced by many factors, including the number of other users sharing the channel and the link conditions in the area where the user is located. This standard service will suit most office type applications, internet access, file transfer, email, etc.

Streaming (Streaming class IP)

FleetBroadband offers a streaming class IP service on selected terminals only. The streaming class is a high-level IP Quality of Service (QoS) available over a 3G network. Simply, it offers a regular schedule of capacity

over the IP link to an individual user. This capacity is not offered to other users effectively delivering reserved capacity for a single connection (PDP context). Streaming is available on demand – if the network has the capacity then the user will access their reserved streaming bit rate. If it is not available the user can request a lower bit rate. Further characteristics can be assigned to a streaming IP connection, including error correction and specific routing instructions. FleetBroadband offers individually priced Streaming class connections at 8kbps increments (i.e. 8kbps, 16kbps, 32kbps, 64kbps, 128kbps and 256kbps; user is charged the first higher category), depending on Satellite Terminal type, link conditions, available capacity and antenna elevation to satellite. The reserved capacity will be delivered in both the forward and return direction. A streaming connection will follow a per minute tariff structure.

TCP Performance-enhancing-proxy (PEP)

The maximum theoretical user data rate of up to 432kbps is based on presumption that the enhancement software (TCP/PEP) is installed at both ends of the connection. It will improve the end-to-end performance of the data connection by providing the acceleration and compression functionality. In real terms this would see a software component installed on the user's server (client) and on the destination server on to which the connection is being made (i.e. in the Provider domain). This will ensure that both the uplink (from the Satellite Terminal) traffic and the downlink (to the Satellite Terminal) traffic are accelerated. If the software is only present at one end of the connection, say the Satellite Terminal, then only traffic sent from the Satellite Terminal will be accelerated. Downloads to the Satellite Terminal would not be accelerated. The service is offered as an optional feature.

Circuit-Switched Data Services

ISDN Service: The BGAN Network will support mobile-originated and mobile-terminated ISDN circuit-switched data calls at 64kbps. Both UDI and RDI are supported. The FleetBroadband service will provide one 64kbps 'B Channel' per Satellite Terminal. It will not be possible to operate other circuit-switched services (i.e. making a voice call) at the same time as using ISDN. A user may run simultaneous ISDN and IP sessions, Satellite Terminal support dependant. Two or more ISDN connections from multiple channel Satellite Terminals may be bonded together (using additional hardware, outside Inmarsat domain) to deliver multiple 64kbps sessions – 128k, 256k etc.

Fax (3.1kHz Audio) Service: To provide a capability to support legacy modem and facsimile users, FleetBroadband offers a service to carry PCM coded 3.1kHz audio via a 64kbps transparent bearer. Via this service a user could, for example, make and receive legacy modem and facsimile calls or speech calls requiring PCM coding to and from the terrestrial PSTN or ISDN. This service could also be used to support encrypted voice. This service is provided at the Satellite Terminal typically via an analogue telephone socket or ISDN connection (where supported). Modem/facsimile performance may be impaired because of satellite delay causing the modems to renegotiate transmission to reduced data rates. The service is supported on selected Satellite Terminal types only and not below 20 degrees of antenna elevation.

Messaging and Supplementary Services

SMS Messaging: The standard (160-character) SMS capability is provided. Concatenated SMS is not supported. Note that the SMS messaging functionality available to users will depend on the level of SMS support offered by the FB Satellite Terminal.

Supplementary Services: As the BGAN Network is effectively a 3G network, supplementary services can be offered to customers. The supplementary services that FleetBroadband supports are listed in Table 1:

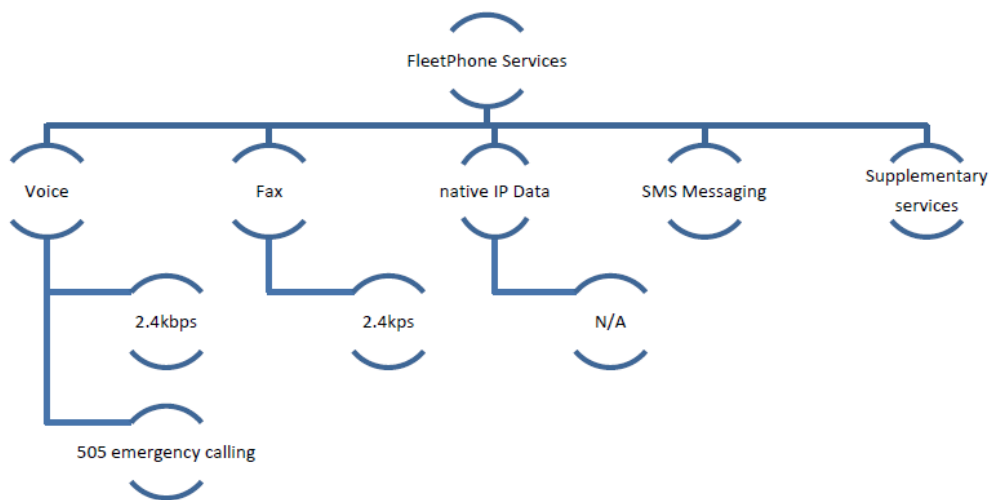
CFB	Call Forwarding On Subscriber Busy
CFU	Call Forwarding Unconditional
CFNRy	Call Forwarding on No Reply
CFNRc	Call Forwarding on Mobile Subscriber Not reachable
CW	Call Waiting
HOLD	Call Hold
BAOC	Barring of All Outgoing Calls
BOIC	Barring of Outgoing International Calls

Table 1

The BGAN Network supports all of these features (and allows some to be disabled upon service activation should the customer request this). The availability of these services to the users depends on the Satellite Terminal functionality.

FLEETPHONE SERVICES DESCRIPTION AND TERMS OF REFERENCE

The FleetPhone service is delivered using the GSPS network infrastructure. It is primarily a circuit switched service designed for use in the maritime sector.



Service	Description
Voice	Telephony services using a 2.4kbps codec which delivers near toll quality audio.
Text	<ul style="list-style-type: none"> • Text-to-text • Text-to-email • Email to text <p>The handset is capable of storing 50 160-character text messages in the Latin character set (i.e. English, French, Spanish, Portuguese); and 50 70-character text messages in the Unicode character set (i.e. Chinese, Japanese, Russian and Arabic).</p> <p>The user is able to choose between predictive or standard text entry in all Latin based languages(English, French, Portuguese, Spanish)</p> <p>Business card functionality is also available, which enables the user to send and receive contact information as business cards.</p>
Voicemail	Accessible via "speed dial" key number 1.
Data and fax	<p>2.4kbps circuit-switched data and fax (Group 3)</p> <p>The user will connect a PC and handset using a USB cable in order to send or receive data and send or receive faxes.</p> <p>In some cases third party software will be required to run the service.</p>
GPS	When connected to the Inmarsat network users is able to access their GPS location information and send a text message containing this information
	(except in jurisdictions where prohibited by national regulations).
Supplementary services	<ul style="list-style-type: none"> • Caller ID • Call waiting • Call divert (all or on busy, no reply, unreachable) • Call hold • Conferencing service (5 parties) • Call barring of outgoing and incoming calls • Speed dialling • Fixed number dialling
Lease mode	<ul style="list-style-type: none"> • The network will support the leasing of a pre-agreed number of voice circuits based on location.

SIM CARDS AND NUMBERING

SIM Cards: The Provider technically and functionally specifies FleetBroadband, Fleet One and FleetPhone SIM cards. The specification covers the encryption algorithm, security settings, menu structure and any other information required to drive FleetBroadband and FleetPhone services. The SIM cards are provided by the Provider and follow an industry standard 2.5G SIM specification for all products in the GSPS family including FleetPhone. SIM cards will be provided to the Customer upon request and will be activated only after the SIM is confirmed installed in the Satellite Terminal. Upon activation the Provider will advise the customer of the PIN and PUK numbers to the subject SIM card. A SIM card may only be used for communications once it has been activated by the Provider. It is noted that at least 24 hours window should be allowed between the time of SIM activation and the time when communication services are available via the subject SIM.

Numbering

IMSI: Inmarsat only supports one IMSI per SIM.

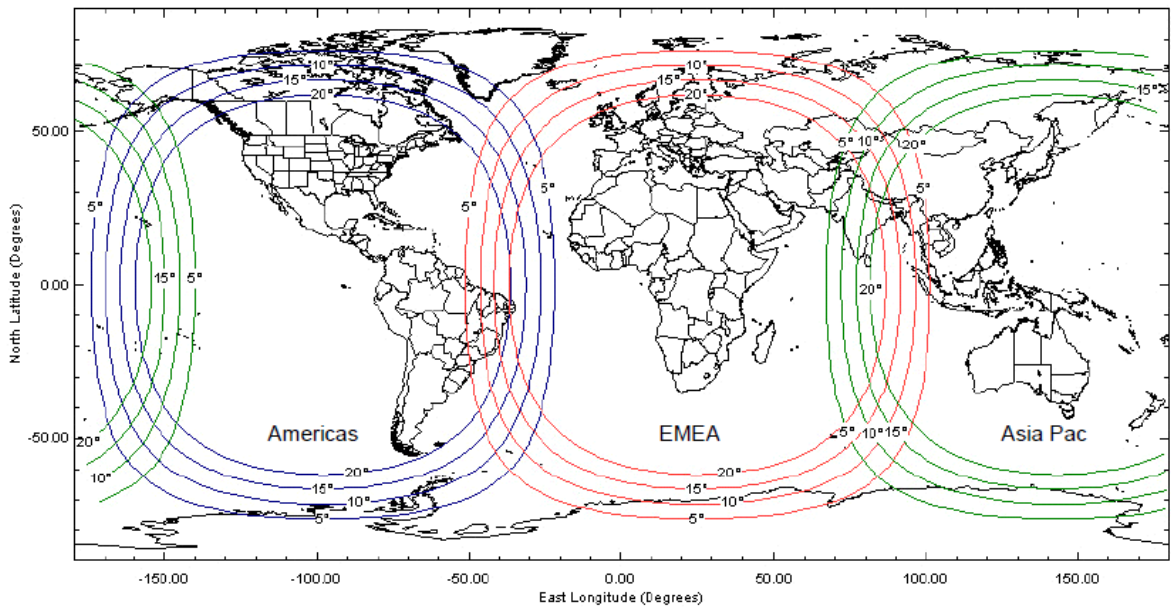
MS-ISDN: Inmarsat plans to allocate MS-ISDN as per the services provisioned on the SIM card.

- a) Voice and IP Data - 0870 77 3
- b) ISDN will be allocated if requested - 0870 78 3

The quarantine period for MSISDN before being reallocated to another user is sixty (60) days.

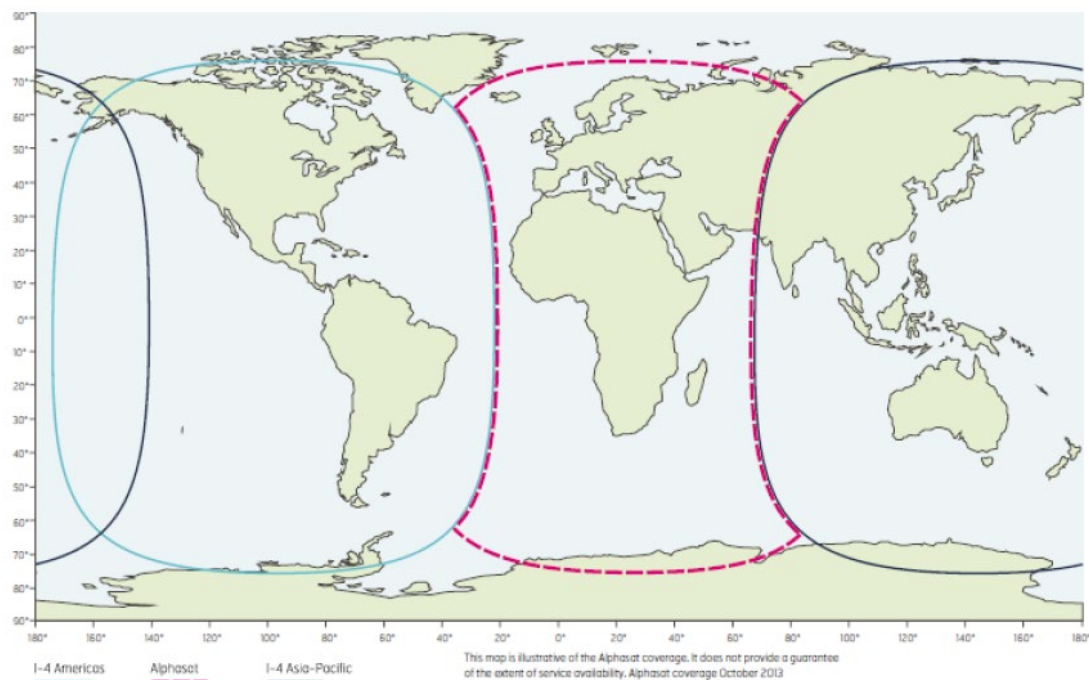
SATELLITE COVERAGE GUIDE

I-4 Coverage: The services are offered globally down to a minimum of 5 degrees elevation to the satellite. The FleetBroadband service is now operational on the redeployed I-4 constellation by way of the three operational I-4 satellites positioned as follows:



Alphasat Coverage: Following deployment of Alphasat, the operational coverage of the BGAN Network shall be as shown on Figure 5. Please note that FleetPhone is not supported under the 44 degrees South latitude line.

Alphasat coverage



PERMITTED SATELLITE TERMINALS

There are currently four Satellite Terminal types defined and type approved for the FleetBroadband service. They are referred to as FB500, FB250, FB150 and Fleet One Satellite Terminals. An up-to date list of all FleetBroadband type approved models and suppliers is available on the Inmarsat website. All data rates shown are system Physical Layer rates – the actual user data throughput rates might vary.

Terminal ID Numbering: An IMEI number will identify each Satellite Terminal (and each channel of a multiple channel Satellite Terminal).

FLEET ONE SERVICE

The Fleet One service is mainly directed to the fisheries and leisure sectors. The Satellite Terminal has been designed for maritime conditions, with ingress protection and compact dimensions for both above- and below-deck equipment. Both wired and wireless connectivity are supported for user devices, allowing laptops, smartphones, tablets and other WiFi enabled devices to be used. Fleet One is a global service, however, the specific Fleet One tariff is only available in selected geographies. The Fleet One data service offers a throughput of up to 100 kbps at elevation angles of 20° or greater. Below 20° elevation, the data service continues to operate, however, the throughput that can be achieved will depend on the local operating conditions and is likely to be less than 100 kbps. A preferential Fleet One tariff will apply to traffic originating within the Fleet One service and is only available for Fleet One users. The Fleet One SIM can only be used with a Fleet One Satellite Terminal.

BGAN NETWORK ARCHITECTURE

The BGAN Network architecture is shown in Figure 6 below. Inmarsat system consists of three components:

1. Inmarsat satellites (I4s and Alphasat);

2. Inmarsat's ground infrastructure (Satellite Access Station (SAS), RAN and Core Network);
and
3. FleetBroadband Satellite Terminal.

In addition, there are two further components: (1) the equipment connected to Satellite Terminal, such as servers, laptops, tablets and the customer applications and (2) any ground equipment/functions outside Inmarsat ground infrastructure such as servers, routers and applications provided by the Provider or other parties.

In the reference architecture there are four key interfaces, the:

1. air interface between the satellite and the Satellite Terminal;
2. air interface between the Satellite and the ground infrastructure (SAS);
3. interface from a FB Satellite Terminal by which Inmarsat's telecommunications services are delivered; and
4. interface from Inmarsat's ground infrastructure by which Inmarsat's telecommunications services are delivered.

