

GLOBAL MARINE COMMUNICATIONS (CYPRUS) LIMITED
Hereinafter known as GMC
TERMS & CONDITIONS

Please read these terms and conditions carefully and then sign. The Customer's attention is in particular drawn to the provisions of Clause 15.

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

"**Acceptance Certificate**" means GMC's standard form acceptance certificate which when signed is conclusive proof of the Customer's satisfaction with installation and connection of the Equipment and Service;

"**Agreement**" means the contract between GMC and the Customer comprising the Order Form, these terms and conditions, the Price List, any terms and conditions set out on the GMC Website (including without limitation, the Site Specification) and any other special terms and conditions agreed in writing by the parties;

"**Charges**" means all amounts payable by the Customer to GMC under the Agreement;

"**Customer**" means the person, firm or business by whom or on whose behalf the Agreement is executed or otherwise entered into as detailed in the Order Form;

"**Customer Apparatus**" means any apparatus, and any software embodied therein not forming part of the Equipment (but which may be connected to the Equipment) and used by the Customer in conjunction with the Equipment in order to obtain or use the Service including without limitation personal computers, network interface cards and network interface adapters;

"**Equipment**" means all equipment supplied from time to time by GMC or on behalf of the Leasing Company to the Customer pursuant to the Leasing Agreement in connection with the provision of the Service;

"**Group Company**" means all subsidiary or holding companies of GMC from time to time, as well as any subsidiaries of GMC's holding company (the terms "subsidiary" and "holding company" have the meanings given to them by section 736 of the Companies Act 1985 as amended);

"**GMC**" means Global Marine Communications (Cyprus) Limited, a company incorporated in Cyprus (Co No: HE199327) whose registered office is at 10 Sinergias Street, Limassol, Cyprus;

"**GMC Website**" means www.globalmarinecommunications.com or such other address as is notified to the Customer from time to time;

"**Intellectual Property Rights**" means any and all patents, designs, trade marks (whether registered or unregistered and including any applications of the foregoing) copyright, computer software and programs, rights in data and database, know-how and/or any and all other intellectual property rights existing anywhere in the world, whether now known or future and owned or licensed by GMC;

"**Internet**" means the global data network comprising interconnected networks using the TCP/IP (Transmission Control Protocol/Internet Protocol);

"**Internet Address**" means an Internet Protocol Address provided by GMC or a Group Company to the Customer for the purposes of providing the Service;

"**Law**" means any law, statute or regulation, common law, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which GMC or the Customer is from time to time subject;

"**Leasing Agreement**" means the agreement entered into between the Customer and the Leasing Company pursuant to which the Customer agrees to lease the Equipment from the Leasing Company so as to enable the Customer to receive the Service;

"**Leasing Company**" means the company with whom the Customer enters into the Leasing Agreement in relation to the Equipment;

"**Minimum Period**" means twelve (12) months from the Service Commencement Date;

"**Order Form**" means the order form attached hereto or such other method of order as the Customer shall have placed and GMC shall have accepted;

"**Outage**" means periods during which the Service is either not provided or is restricted;

"**Personnel**" means either party's employees, officers, agents, representatives and/or sub-contractors (as appropriate);

"**Price List**" means GMC's current price list from time to time available on the GMC Website and/or direct from GMC;

"**Satisfactory Survey**" means satisfactory results in GMC's sole opinion to any Survey;

"**Scheduled Field Support Hours**" means 08.00 to 18.00 (CET) Monday to Friday, including Bank and Public Holidays;

"**Scheduled Service Time**" means 08.00 to 18.00 (CET) Monday to Friday, and 08.00 to 13.00 (CET) Saturday, including Bank and Public Holidays, unless additional service time at the Customer's cost is agreed in writing between the parties;

"**Self Certification Notice**" means a self certification notice issued by GMC which when signed by GMC is conclusive proof of satisfactory installation and connection of the Equipment and Service;

"**Service**" means the service provided by GMC whereby the Customer may gain access to the Internet via a satellite broadband telecommunications system and any other services and facilities provided by GMC for the Customer in connection with the Service, as set out in the Order Form or as agreed between the parties from time to time;

"**Service Commencement Date**" means the earlier of the date the Acceptance Certificate is signed by the Customer or GMC issues a Self Certification Notice, the date the Service is available for use by the Customer, or the date on which the Customer first uses the Service;

"**Site**" means the site detailed on the Order Form at which the Equipment shall be located or to which the Service shall be provided;

"**Site Specification**" means the technical specification for the requirements at the Site for the Equipment including without limitation the provision by the Customer at all times of suitable accommodation, assistance, facilities and environmental conditions for the Equipment and all necessary electrical and other installations and fittings together with such other requirements as detailed on the GMC Website from time to time;

"**Software**" means the proprietary software supplied to the Customer by GMC in connection with the Service;

"**Survey**" means any survey or other investigations carried out by GMC or a third party that GMC shall in its absolute discretion deem necessary prior to the installation of the Equipment and/or the provision of the Service;

"**Target Service Commencement Date**" means the estimated target date, if any, by which the parties agree the Service shall commence as set out in the Order Form;

"**VAT**" means value added tax chargeable under English law and any similar tax in any jurisdiction.

1.2 References to "Customer" and "GMC" includes their respective successors, permitted assigns, and Personnel.

1.3 A reference to a Law will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted.

1.4 A reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 Words importing any gender include all genders.

1.7 Headings are for convenience only and do not affect the interpretation of the Agreement.

1.8 Any obligation on the Customer not to do something, includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF TERMS

2.1 The Agreement shall be on these terms and conditions to the exclusion of all other terms and conditions, including without limitation those which the Customer purports to apply under any purchase order, confirmation of order or other document.

2.2 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GMC which is not set out in the Agreement. The Customer acknowledges and agrees that GMC's Personnel shall not have the authority to vary these terms and conditions, unless agreed in writing and signed by an authorised signatory of GMC. Nothing in this clause shall exclude or limit GMC's liability for fraudulent misrepresentation.

2.3 Each Order Form shall be deemed to be an offer by the Customer for the provision of the Equipment and the Service subject to these terms and conditions.

3. COMMENCEMENT AND DURATION

Unless otherwise agreed, the Agreement will commence on the date of signature of the Order Form by both parties, or the date of commencement of the installation of the Equipment, whichever is the earlier. The Agreement continues for the Minimum Period, renewing thereafter for successive periods of twelve (12) months ("**Renewal Period**"), unless terminated in accordance with the provisions of Clause 13 of the Agreement.

4. CONNECTION

4.1 GMC will notify the Customer if GMC deems it necessary to undertake a Survey of the Site prior to the installation of the Equipment.

4.2 Subject to the completion of a Satisfactory Survey, GMC either itself or through any of its Personnel, shall use reasonable endeavours to install the Equipment so that the Service shall be available by the Target Service Commencement Date. Any Target Service Commencement Date is an estimate only and time for delivery and installation of the Equipment shall not be of the essence for the purposes of this Agreement. GMC shall have no liability whatsoever for any failure to meet a Target Service Commencement Date where it has used reasonable endeavours to do so. An order may be cancelled by GMC if it is not technically feasible to implement the Service by the Target Service Commencement Date.

4.3 For the avoidance of doubt, the installation of the Equipment shall not require GMC to connect the Service to the Customer's computer, computer server, or to the Customer's computer network generally, and consequently it shall be the sole responsibility of the Customer to complete this connection, and GMC shall only be required to make the Service available to the Customer in the manner detailed in the Agreement so as to enable this connection to be effected by it.

4.4 Where prior to connection of the Service, a Satisfactory Survey (if required) cannot be completed or is unsuccessful, or the Customer cancels the order, the Customer shall pay such current cancellation Charges as may be published by GMC from time to time in the Price List or as agreed in writing by the parties.

4.5 The Customer agrees that it shall have installed such Customer Apparatus, and that its computers will be at least the minimum specification, as instructed by GMC or as specified on the GMC Website from time to time and that it has completed a virus check prior to connection of the Service.

4.6 The Customer shall comply with the Site Specification at its own cost and shall ensure that any necessary preparation is effected prior to the installation of the Equipment. In particular, the Customer shall ensure that a suitably authorised representative of the Customer is available for demonstration of the Equipment and to provide an Acceptance Certificate on the completion of the installation of the Equipment.

4.7 Subject to Clause 4.6, GMC shall use its reasonable endeavours to comply with the Customer's requests in respect of the fitting of the Equipment, but GMC's reasonable decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding.

4.8 Following connection of the Service the Customer shall without delay sign the Acceptance Certificate. If, in the opinion of GMC, the Customer delays in signing the Acceptance Certificate GMC shall have the right to issue a Self Certification Notice. The original of each such Acceptance Certificate or Self Certification Notice shall be retained by GMC and a copy will be sent to the Customer.

- 4.9 GMC shall have no liability whatsoever where the Customer's inability to use the Service is due to incompatibility between the Customer Apparatus and the Equipment and/or the Service, or for any breakdown and/or failure in the Customer Apparatus, or for any incapability of the Customer Apparatus to use the Service.
- 5. ACCESS TO THE SITE**
- 5.1 Where the Site(s) are under the Customer's sole control:
- 5.1.1 the Customer warrants and represents that:
- 5.1.1.1 it is the current occupier of the Site(s);
- 5.1.1.2 it is either the freeholder of the Site(s) or is a tenant of it under a lease expiring not before the expiry of the Minimum Period and any period after the Minimum Period during which the Agreement continues to be in effect; and
- 5.1.1.3 it will not do or allow to be done at the Site(s) anything which might damage the Equipment in any way and that it will take all steps reasonably necessary to ensure that no one interferes with the Equipment;
- 5.1.2 the Customer hereby irrevocably gives permission to GMC, the Leasing Company and their respective Personnel on reasonable notice at such reasonable times to:
- 5.1.2.1 request that any works are executed on the property on the Site(s) at the Customer's cost for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;
- 5.1.2.2 keep and operate the Equipment installed at the Site(s);
- 5.1.2.3 enter the Site(s) to inspect any of the Equipment installed at the Site(s);
- 5.1.2.4 enter the Site(s) to inspect the Customer Apparatus where GMC reasonably believes such Customer Apparatus does not comply with the terms of the Agreement and/or is not functioning correctly, subject to Clause 7.4;
- 5.1.2.5 enter the Site(s) to remove any Equipment on termination of the Agreement for whatever reason;
- 5.1.3 the Customer shall provide a safe and suitable working environment for GMC's Personnel at the Site(s) and shall not do anything or allow anything to be done which would prevent reasonable access to the Equipment; and
- 5.1.4 the terms set out in this Clause 5.1 shall apply during the term of the Agreement and for sixty (60) days following cancellation or termination of the Agreement for any reason whatsoever.
- 5.2 Where the Site is not under the sole control of the Customer it shall be the sole responsibility of the Customer to ensure that the relevant Site occupier/owner agrees to be bound by the terms set out in Clause 5.1 and GMC shall be entitled to delay the installation of the Equipment until the Customer has obtained the appropriate confirmation/consent. GMC shall not incur any liability whatsoever or howsoever arising in the event that the appropriate confirmation/consent from the Site occupier is not forthcoming.
- 5.3 The Customer is responsible for obtaining and maintaining all necessary licences, permissions and consents and shall comply with all relevant Law in respect of the Service and the installation and use of the Equipment and the Customer's Apparatus in relation to the Service, in all cases prior to commencement of provision of the Service which shall not being until GMC is satisfied with the licenses, permissions and consents granted.
- 6. CUSTOMER OBLIGATIONS**
- 6.1 The Customer agrees to provide true, accurate, current and complete information on the Order Form and on all other documentation required to be completed by the Customer so as to enable it to receive the Service ("**Customer Information**"), and to notify GMC immediately of any changes to the Customer Information and generally to maintain this information as required to keep it current, complete and accurate.
- 6.2 To facilitate the provision of the Service the Customer shall, as soon as reasonably practicable and at its own expense, comply with all reasonable requests for information by GMC or a relevant third party.
- 6.3 The Customer shall use all reasonable endeavors to ensure that the Site is adequately staffed by the Customer's Personnel and that such Personnel co-operate with and assist GMC during the Scheduled Field Support Hours so as to assist in the commissioning, troubleshooting and fault isolation in respect of the Equipment at the Site.
- 6.4 The Customer shall use all reasonable endeavors to ensure that any identified faults with the Equipment are not caused by faults at the Internet or faults with the Customer Apparatus, and to determine whether the fault arises from the Equipment hardware or software, before reporting the fault to GMC, and shall use all reasonable endeavours to report to GMC only those faults that relate to the Equipment, the Software or the Service.
- 7. CUSTOMER APPARATUS**
- 7.1 Prior to the installation of the Equipment, the Customer shall ensure that it takes all necessary steps to back up and secure its information and data. GMC shall have no liability whatsoever or howsoever arising for any loss or damage incurred by the Customer as a result of installation of the Equipment and use of the Service where such loss or damage could have been avoided by backing up the data or information, or where such loss or damage did not directly result from the negligence of GMC.
- 7.2 The Customer is responsible for obtaining all computer or other equipment and services necessary to enable the Customer to use the Service. The Customer is responsible for procuring that the Customer Apparatus is programmed, equipped, compatible and connected for use of the Service in accordance with GMC's reasonable instructions and the Site Specification. For the avoidance of doubt, where the Customer is adding the Service to a local network the Customer shall procure all the necessary consents and permissions from its network administrator prior to connecting the Service.
- 7.3 The Customer shall ensure or procure that all Customer Apparatus complies with any relevant Law. GMC reserves the right to disconnect any Customer Apparatus (so far as it is able) if the Customer does not comply with its obligations under this Clause 7 or if, in GMC's reasonable opinion, such Customer Apparatus does not, or ceases to, comply with any relevant Law or conform to applicable and material standards, or may give rise to circumstances that could reasonably be expected to result in a risk of injury, death or material damage to property, or materially impair the quality of any service provided by GMC.
- 7.4 GMC shall have no liability whatsoever or howsoever arising for any loss or damage caused to the Customer Apparatus or incurred by the Customer arising as a result of the use of the Customer Apparatus in conjunction with the Service. The Customer acknowledges that GMC shall not be responsible for the repair and maintenance of Customer Apparatus.
- 7.5 Without being under any obligation to do so, where GMC at its sole discretion assists the Customer in the preparation of the Customer Apparatus or procures such assistance from a third party, the Customer shall pay GMC's and/or such third party's charges therefore.
- 8. PRICE AND PAYMENT**
- 8.1 Unless otherwise agreed by GMC in writing, the Customer shall pay GMC the applicable Charges specified in the Order Form, or if none are specified, as set out in the Price List. All Charges are exclusive of VAT, unless stated otherwise. The Charges shall be payable in US dollars (\$).
- 8.2 GMC reserves the right to increase the Charges, by giving the Customer notice of any such increase in accordance with Clause 20 not less than sixty (60) days prior to the end of the Minimum Period or following the expiry of the Minimum Period, prior to the anniversary of the Service Commencement Date.
- 8.3 GMC will invoice the Customer for the Charges monthly in advance, unless otherwise agreed in writing.
- 8.4 Payment of the Charges in full shall be made within thirty (30) days from the date of invoice. Time for payment shall be of the essence.
- 8.5 No payment shall be deemed to have been received until GMC has received full and cleared funds.
- 8.6 Payment of all sums due to GMC under the Agreement shall be made by the Customer in full (without any withholding, set-off or deduction whatsoever) by the payment method specified on the Order Form, or by such other method as may reasonably be specified by GMC from time to time. GMC may at its sole discretion, direct the Customer to make payments due under the Agreement to a Group Company or to the Leasing Company.
- 8.7 If the Customer fails to pay GMC any sum due under the Agreement, the Customer shall be liable to pay interest to GMC on such sum at the annual rate of 4% (four per cent) above the base rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Customer shall reimburse to GMC all costs and expenses (including legal costs and disbursements) incurred in the collection of any overdue amounts and such costs and expenses shall continue to accrue notwithstanding termination of the Agreement.
- 8.8 GMC shall be entitled to carry out credit checks on the Customer. If at any time before or during the term of the Agreement the Customer fails to meet the standard of creditworthiness deemed acceptable by GMC, GMC shall be entitled to:
- 8.8.1 terminate the Agreement, in whole or in part, immediately on written notice to the Customer;
- 8.8.2 require the Customer to make such regular instalment payments in advance on account of any future Charges as GMC shall deem necessary;
- 8.8.3 impose credit limits on the Customer in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- 8.8.4 impose such other measures on the Customer's right to use the Service as GMC shall deem necessary.
- In the event that the Customer does not act in accordance with GMC's instructions as provided above, GMC shall be entitled to terminate the Agreement immediately. GMC accepts no liability for the accuracy or otherwise of information provided to it by credit reference agencies.
- 8.9 GMC reserves the right to charge a deposit to secure Charges payable by the Customer. Such deposit may be applied by GMC against any outstanding Charges payable by the Customer from time to time. No interest shall be payable on any such deposit.
- 8.10 In addition to the Charges, the Customer shall be liable for any and all charges incurred from third parties while using the Service.
- 8.11 In the event of a disputed invoice, the Customer shall pay the Charges in full and the parties will agree such disputed sums.
- 9. PROVISION OF THE SERVICE**
- 9.1 Subject to the terms and conditions of the Agreement, GMC agrees to provide the Customer with the Service for the duration of the Agreement, subject to the completion of a Satisfactory Survey and subject to periods of Outage for the purposes of network configuration changes, frequency changes, or any other reason in respect of which reasonable notice has been given to the Customer and/or any other network Outages.
- 9.2 The Customer is granted a non-exclusive non-transferable revocable license to use any Internet Address which is allocated by GMC to the Customer for the duration of the Agreement. Such an Internet Address remains the sole property of GMC and on termination of the Agreement for whatever reason, the Customer's licence to use the Internet Address under this Clause 9.2 will automatically terminate.
- 9.3 GMC may (where relevant) allocate a password to the Customer to enable it to use the Service. The Customer shall be responsible and liable for all use of the Service through the Customer's password (whether authorised or otherwise, including without limitation all Charges incurred and any breaches of the terms of the Agreement). The Customer shall ensure that all other users of the Service through the Customer's password (whether or not authorised) will also be bound by the Agreement and, in particular, these terms and conditions, as if they were the Customer. The Customer will keep its password confidential and will immediately notify GMC if any unauthorised third party becomes aware of that password or of any other breach of security of which the Customer becomes aware.
- 9.4 If the Customer (or anyone other than the Customer, using the Customer's password, with or without the Customer's knowledge or approval) uses the Service in contravention of the Agreement, GMC is entitled to suspend the Service and/or terminate the Agreement at its sole discretion.
- 9.5 GMC will maintain and operate, during the Scheduled Service Time, a support desk to receive calls from the Customer and to qualify reported faults. During the Scheduled Field Support Hours, GMC will make available appropriate field service support, with a local field engineer making contact with the Customer in order to ensure that the reported fault is resolved as soon as reasonably practicable.

10. USE OF THE SERVICE

- 10.1 Without limitation the Customer undertakes not to use or permit anyone else to use the Service:
- 10.1.1 to commit or encourage conduct that constitutes a criminal offence, may give rise to civil liability or otherwise violates any applicable local, national or international Law;
 - 10.1.2 to insert or knowingly or recklessly transmit or distribute a virus, worm, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of or impair the functionality of the Service;
 - 10.1.3 in such that the whole or part of the Service is interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Service is in any way impaired;
 - 10.1.4 to send or receive, use, possess, post, transmit or publish, any material which is unlawful, harassing, threatening, harmful, pornographic, vulgar, offensive, abusive, illegal, of an indecent, obscene or menacing character, blasphemous or defamatory of any person or inciting violence or racial hatred;
 - 10.1.5 in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third party rights;
 - 10.1.6 to cause annoyance, inconvenience or needless anxiety to any person;
 - 10.1.7 to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
 - 10.1.8 other than in conformance with accepted Internet practices and practices of any connected networks;
 - 10.1.9 to transmit or post any chain letters or pyramid selling schemes;
 - 10.1.10 to attempt any unauthorised access to any part or component of the Service or that of any third party to which it can connect via the Service or other directly or otherwise connected network;
 - 10.1.11 to send unsolicited junk mail or bulk email for commercial or non-commercial reasons or to distribute lists to any person who has not given specific permission to be included in such a process, or to subscribe third parties to subscription-based email lists unless the Customer has express permission to do so;
 - 10.1.12 to damage a system or block its access to the Internet;
 - 10.1.13 to forward or block headers and/or addresses or any other action, the purpose of which is to hide the Customer's true identity or discredit a third party;
 - 10.1.14 to post binaries i.e., data such as images, sound clips, etc., to newsgroups except those specifically created for binary postings;
 - 10.1.15 to attempt to gain unauthorised access to other computer systems or to interfere with another person's use and enjoyment of the Service or another person's use and enjoyment of similar services or similar hacking activities;
 - 10.1.16 to attempt to circumvent user authentication or security of any host, network, or account including without limitation accessing data not intended for the Customer, logging into a server or account that the Customer is not expressly authorised to access, or probing the security of other networks; or
 - 10.1.17 to execute any form of network monitoring which will intercept data not intended for the Customer;
 - 10.1.18 to potentially or actually infringe any third party intellectual property rights;
- 10.2 GMC reserves the right to block access to and/or to edit, refuse or remove any material that in its reasonable opinion may give rise to a breach of Clause 10.1, however GMC is under no obligation whatsoever to monitor use of the Service for such material.
- 10.3 The Customer acknowledges and agrees that GMC neither endorses the contents of the Customer's communications while using the Service nor assumes responsibility for any material contained therein, any infringement of third party intellectual property rights arising there from, or any crime facilitated thereby.
- 10.4 The Customer agrees that in the event that it has any right, claim or action against any other Internet user arising out of its use of the Service, then the Customer will pursue such right, claim or action independently and without recourse to GMC.
- 10.5 Title, ownership and Intellectual Property Rights in and to the content accessed using the Service is the property of the applicable content owner and may be protected by applicable copyright or other Law. GMC grants a non-exclusive, non-transferable, revocable licence to the Intellectual Property Rights to the extent permitted by the applicable third party Intellectual Property Rights owner and to the extent necessary to permit the Customer to use the Service in accordance with the Agreement.
- 10.6 The Customer shall not exceed any limits in relation to the Service relating to the use of bandwidth or capacity or the connection of the Customer Apparatus or any other limitation imposed on it as part of any package or promotion under which the Service is provided to the Customer or as may be notified to the Customer by GMC from time to time. In the event that the Customer exceeds or continues to exceed any such limit, GMC shall at its sole discretion be entitled to suspend the Service, impose increased Charges on the Customer and/or terminate the Agreement.
- 10.7 The Customer is not entitled to sell or to agree to transfer all or any part of the Service to any third party.

11. SOFTWARE

- 11.1 GMC hereby grants to the Customer a non-exclusive, non-transferable revocable licence to use the Software in executable object code form only. This licence is personal to the Customer and may not be sub-licensed, transferred, assigned, or otherwise disposed of in any manner whatsoever.
- 11.2 If the Customer uses the Software in any way that will result in the Customer being in breach of the Agreement or attempts to transfer, assign or otherwise dispose of the Customer's licence to use the Software that licence is hereby terminated immediately.
- 11.3 The Customer may only use the Software in accordance with the terms of the Agreement and the terms of any other agreements with the third party Software supplier in relation to the Software that the Customer is required to accept. Intellectual Property Rights in the Software remain the property of GMC or its licensors (as appropriate). The Customer agrees to comply with the terms of the Agreement and any licences of Software required by the owner of any Intellectual Property Rights in any of the Software for the protection of that Software notified by GMC to the Customer or appearing on screen as an integral part of the Service.
- 11.4 Unless otherwise stated in the terms of any agreements provided with the Software the Customer may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to the Agreement and shall contain all of the notices regarding proprietary rights as contained in the Software originally provided to the Customer. If the Customer receives its first copy of the Software electronically and a second copy on a tangible medium, the second copy may be used only for backup and archival purposes. This licence does not grant the Customer any right to any enhancement, reversion or update to the Software. Notwithstanding the aforesaid GMC or its licensors may at any time make available, and require the Customer to accept, such enhancements, reversions or updates, and may cease to distribute or license previous versions, of the Software to the Customer. The Customer shall comply with the terms of the Agreement (and any other licence agreements governing such Software) in relation to such enhanced, reversioned or updated Software as if it were the original Software. GMC shall be entitled to charge the Customer on its then current standard pricing terms and conditions for such Software and any enhancements, reversions and updates. The Customer may not lend, rent, lease or otherwise transfer the Software.
- 11.5 The Customer agrees not to attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce it to human readable form or knowingly allow others to do so, except to the extent that applicable Laws specifically prohibit such restriction, and save that nothing in the foregoing shall restrict the Customer's reasonable and ordinary use of the Software. The Customer may not modify the Software or create derivative works of the Software. The Customer may not transmit or distribute the Software electronically or via the Internet.
- 11.6 Whilst GMC or its suppliers/licensors have used reasonable efforts to minimise defects or errors in the Software and to check the Software for viruses, GMC does not warrant that the Customer's use of the Software will be uninterrupted or that the operation of the Software will be error free, virus free or secure, or that the Software and the functions of the Software will be merchantable and will meet the Customer's requirements or that no third party's rights are infringed thereby. In addition, the security mechanism implemented by the Software has inherent limitations and the Customer shall have sole responsibility for determining that the Software sufficiently meets its needs.

12. SUSPENSION OF SERVICE

- 12.1 GMC may elect at its sole discretion to immediately suspend provision of the Service until further notice, on notifying the Customer orally (followed by written confirmation) or in writing, in the event that GMC:
- 12.1.1 is entitled to terminate the Agreement;
 - 12.1.2 exercises its rights under Clauses 8.8.3, 9.4 or 10.6; or
 - 12.1.3 is obliged to do so in order to comply with an order, instruction or request of government, emergency services organisation or other competent administrative authority.
- 12.2 Exercise by GMC of its right of suspension pursuant to Clause 12.1 shall not exclude any subsequent right of termination of the Agreement.
- 12.3 In the event of any circumstances that result or could reasonably be expected to result in a risk of personal injury, death or material damage to property, GMC may at its sole discretion interrupt or suspend its obligations under the Agreement for so long as such an event lasts without giving notice to the Customer, but shall notify the Customer as soon as reasonably practicable following the start of the interruption or suspension and shall use its reasonable endeavours to minimise the period of such interruption or suspension. The Customer shall have no claim against GMC for any suspension of the Service pursuant to this Clause 12.
- 12.4 Where the suspension is implemented as a consequence of the breach, willful default or negligence of the Customer, the Customer shall reimburse GMC for all reasonable costs and expenses incurred in connection with the implementation of such suspension and/or the re-commencement of the provision of the Service as appropriate.

13. TERMINATION

- 13.1 Either party may terminate the Agreement by giving to the other not more than ninety (90) days and not less than thirty (30) days' prior written notice, such notice to expire on the expiry of the Minimum Period, or following the expiry of the Minimum Period such notice to expire on the expiry of the relevant Renewal Period.
- 13.2 GMC shall be entitled to terminate the Agreement immediately if:
- 13.2.1 the Customer fails to make any payment when it becomes due to GMC;
 - 13.2.2 the Customer commits a breach of any of the terms of the Agreement, or any other agreement with GMC or a Group Company and (if such a breach is remediable) fails to remedy the breach within seven (7) days of notice;
 - 13.2.3 the Customer convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administrative order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or if the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade or if any similar or analogous events occur in any jurisdiction;
 - 13.2.4 the Customer provides GMC with any false, inaccurate or misleading information for the purpose of obtaining the Service; or
 - 13.2.5 GMC is precluded from providing the Service by Law or by the decision of any competent judicial or regulatory authority; or

- 13.2.6 the Customer fails to meet the standard of creditworthiness as set out in Clause 8.8 or if the circumstances set out in Clauses 9.4, 10.6 or 12.1.1 occur; or
- 13.2.7 GMC reasonably suspects that the Customer may have committed or be committing any fraud against GMC or any third party.
- Nothing in this Clause 13 shall limit GMC's ability to terminate the Agreement as set out elsewhere in the Agreement.
- 13.3 The Customer shall be entitled to terminate the Agreement immediately:
- 13.3.1 if the Customer notifies GMC in writing (such notice to be sent by recorded delivery post) that it does not consent to any amendment or variation of the Agreement pursuant to Clause 20, provided that continued use of the Service following the expiry of any notice given by GMC pursuant to Clause 21 or failure to terminate the Agreement within seven (7) days of the date of GMC's said notice will be deemed to constitute acceptance of the Agreement as amended or varied and the Customer shall not be entitled to terminate the Agreement under this Clause 13.3.1; or
- 13.3.2 prior to the expiry of the current term, provided that the Customer has paid all Charges due to GMC under the Agreement, together with all rental charges in respect of the Equipment due to the Leasing Company pursuant to the terms of the Leasing Agreement and the Charges and rental charges that would have been due and payable to GMC and the Leasing Company (respectively) for the remainder of the then current term.
- 13.4 The right to terminate the Agreement shall not prejudice any other right or remedy of the parties in respect of any rights, obligations, or liabilities accrued prior to termination.
- 13.5 If notice is given by GMC pursuant to Clause 13.1 to terminate the Agreement, the Customer shall pay all Charges (together with all rental charges in respect of the Equipment due to the Leasing Company pursuant to the Leasing Agreement) otherwise due up to the expiry of the notice, together with all Charges and rental charges that would have been due and payable to GMC and the Leasing Company (respectively) for the remainder of the then current term.
- 13.6 On termination of the Agreement for whatever reason the Customer shall immediately cease using the Service and the Software and shall destroy all copies of the Software in its possession. The Customer shall have no further right to use the Service or the Software or to access information stored as part of the Service and the provisions of Clauses 9.2 and 11.2 shall apply.
- 13.7 On termination of the Agreement for whatever reason the Customer shall immediately cease using the Equipment provided under the Leasing Agreement and shall have no further right to use such Equipment. The Customer shall allow the removal of the Equipment in accordance with Clause 5.1.2.
- 13.8 Either party may terminate the Agreement in accordance with Clause 18.2 (force majeure).
- 14. WARRANTY DISCLAIMER**
- 14.1 Due to the effect of contention ratios and the general nature and workings of the Internet, the Customer hereby acknowledges that it is not always practicable for GMC to be able to deliver on demand and at all times bandwidth in connection with the Customer's use of the Service that corresponds with the bandwidth agreed with the Customer on the Order Form and/or designated in such brochures, pamphlets and other documents, materials or information, if any, in relation to the Service and maintenance thereof and/or any Software as GMC may publish or supply from time to time either on paper or on the GMC Website. Accordingly, the Customer hereby acknowledges that it is reasonable and appropriate for GMC to include the following warranty disclaimers and limitations.
- 14.2 Save as expressly provided in the Agreement, GMC makes no warranties or representations whether express or implied in relation to the Service [and/or the Equipment] including without limitation implied warranties or conditions of completeness, non-infringement, merchantability, accuracy, satisfactory quality and/or fitness for a particular purpose.
- 14.3 GMC does not warrant that the Service will meet the Customer's requirements or that it will be uninterrupted, timely, secure or error-free, save that GMC will use its reasonable endeavours to ensure that the Service will be operated in an efficient and reliable manner.
- 14.4 GMC makes no warranties as to the results that may be obtained or as to the accuracy or reliability of any information obtained through use of the Service.
- 14.5 The Customer expressly agrees its use of the Service is at its sole risk and that it understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is at the Customer's own discretion and risk and that the Customer will be solely responsible for any damage to its computer system or any loss of data that results from the Customer downloading such material and/or data.
- 14.6 No advice or information, whether oral or written, obtained by the Customer through the Service shall create or be deemed to create any warranty not expressly made herein.
- 14.7 The Customer acknowledges that GMC has no control over the information which can be accessed by using the Service and that GMC does not examine the use to which the Customer or other customers put the Service or the nature of the information that the Customer or other customers are sending or uploading. Accordingly, GMC shall not be liable in any way for the transmission or reception of such information of whatever nature.
- 15. LIABILITY & INDEMNITY**
- 15.1 Where GMC deems a Survey necessary it shall have no liability to perform any obligation under the Agreement until a Satisfactory Survey has been successfully completed.
- 15.2 Subject to Clauses 15.3 and 15.4, GMC shall have no liability whatsoever or howsoever under the Agreement other than in respect of:
- 15.2.1 direct physical damage to the Customer's property (including the Customer Apparatus) or the Site(s) where such damage arises directly from the negligence of GMC or its Personnel while acting in the course of their engagement by GMC; or
- 15.2.2 any direct loss or damage not covered by Clause 15.2.1 which is caused by the negligence, wilful default and/or wilful misconduct of GMC or its Personnel while acting in the course of their engagement by GMC.
- 15.3 Nothing in these terms and conditions excludes or limits the liability of GMC:
- 15.3.1 for death or personal injury arising from GMC's negligence;
- 15.3.2 for fraud or fraudulent misrepresentation; or
- 15.3.3 for any matter which it would be illegal for GMC to exclude or attempt to exclude its liability.
- 15.4 The total liability of GMC under this Agreement in any respect of any and all loss, damage, claims, actions and/or proceedings whatsoever and howsoever arising shall not exceed the Charges payable by the Customer in the three (3) months prior to the event or series of events giving rise to such loss, damage, claim, actions and/or proceedings, or US \$1000 whichever is the higher.
- 15.5 Without prejudice to Clauses 15.2 and 15.3, GMC excludes any and all liability for loss or damage to the Customer or its business due to unauthorised access, breach of security or attack via the Internet and/or the Service to the Customer's business systems, data, information or other materials. It shall be the sole responsibility of the Customer to protect itself in such manner as it thinks fit from such unauthorised access, breach of security or attack.
- 15.6 GMC shall not be liable in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising for any claim (excluding a claim pursuant to an indemnity), damage, loss (whether direct or indirect) or costs in respect of any:
- 15.6.1 loss of profits; or
- 15.6.2 loss of business; or
- 15.6.3 depletion of goodwill and/or similar losses; or
- 15.6.4 loss of anticipated savings; or
- 15.6.5 loss of goods; or
- 15.6.6 loss of contract; or
- 15.6.7 loss of use; or
- 15.6.8 loss or corruption of data or information; or
- 15.6.9 any special, indirect consequential or pure economic loss, costs, damages, charges or expenses.
- 15.7 During and after the term of the Agreement the Customer agrees to indemnify and keep indemnified GMC or any Group Company against all claims, losses, damages, costs or expenses and other liabilities (including legal expenses and disbursements) incurred by GMC arising out of the Customer's use of the Service and/or the Customer's breach of the Agreement.
- 16. IMPORT AND EXPORT CONTROL REGULATIONS**
- The parties hereby acknowledge that the Service may comprise equipment, software, services, technical information, training materials or other technical data which are subject to applicable import and export controls imposed or administered by any relevant authorities in which the Equipment is to be installed under the terms of the Agreement, which authorities may impose any such controls including without limitation the import and export of technical data, equipment, software and know-how. Accordingly, the Customer may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with such import and export controls and other applicable Law.
- 17. ASSIGNMENT**
- 17.1 The Customer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without GMC's prior written consent, such consent not to be unreasonably withheld.
- 17.2 GMC shall have the right to assign, transfer, sub-contract or otherwise delegate all or any of its rights or obligations under the Agreement.
- 18. FORCE MAJEURE**
- 18.1 GMC shall have no liability for any breach of its obligations under the Agreement if it is prevented from or delayed in performing its obligations by any cause outside its reasonable control, including without limitation, by lightning, fire, flood, extremely severe weather conditions, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, acts of terrorism, malicious damage, failure of any telecommunications or computer system, failure of utilities supplies, compliance with any Law and accident (or for any damage caused by any of such events).
- 18.2 Where an event of force majeure as set out in Clause 18.1 above continues for more than sixty (60) days either party may terminate the Agreement by giving no less than thirty (30) days' written notice to the other party.
- 19. GENERAL**
- 19.1 The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding, representations, or agreement between them relating to the subject matter of the Agreement whether oral or written.
- 19.2 If any provision or part of a provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.
- 19.3 Failure or delay by GMC in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any its rights under Agreement.
- 20. VARIATION**
- 20.1 GMC reserves the right to amend or vary the Agreement from time to time by giving the Customer thirty (30) days' written notice thereof, provided always that notice of variations in the Charges shall be given in accordance with Clause 8.2. Notwithstanding Clause 21 such notice requirement may be satisfied without limitation by the posting of such amendments and/or variations on the GMC Website and the Customer is therefore strongly recommended to check the GMC Website regularly. The Customer may terminate the Agreement in accordance with Clause 13.3.1 if it does not wish to be bound by such amendments or variations.
- 20.2 GMC may at any time improve, modify or otherwise alter the Service in the event that:
- 20.2.1 the services provided to GMC by its network provider are altered; or

20.2.2 in GMC's reasonable opinion the Service should be altered for reasons of quality of service or otherwise for the benefit of GMC's customers as a whole; or
 20.2.3 technical or regulatory reasons so require; or
 20.2.4 it is otherwise necessary or desirable to do so in the reasonable opinion of GMC.

20.3 GMC shall consider and, if it sees fit, consent to a request by the Customer to vary the Service. Where such consent is given GMC shall use its reasonable endeavours to vary the Service in the timescales quoted to the Customer, but shall have no liability whatsoever for any delay in so varying the Service. In these circumstances the Customer shall pay to GMC the Charges (varied as appropriate) as set out in the Price List or as otherwise agreed in writing.

21. NOTICES

Unless otherwise stated within the Agreement, notices to be given to either party shall be in writing and be delivered by hand, electronic mail (other than for the purpose of legal process), sent by fax with confirmation by post or pre-paid first class post to the Customer at the Customer's address or number specified in the Order Form or to GMC at its address or number as specified in the Order Form or if none, at its registered address. Any such notice is deemed to have been received at the time of delivery if delivered personally, four (4) days from the date of posting (and in proving such service it shall be sufficient to prove that such communication was properly addressed, stamped and put in the post), and at the time of transmission if sent by facsimile provided the facsimile report is available. Any communication by electronic mail shall be deemed to have been received on the business day on which the notice is first stored in the other party's electronic mailbox.

22. DATA PROTECTION

22.1 The Customer acknowledges and agrees that GMC may use the information supplied by the Customer for its own administrative and customer service purposes or for any other purpose required by Law, and that such information may be provided to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider in connection with GMC's provision of the Service.

22.2 In order to maintain quality and for training purposes GMC may monitor and record telephone conversations with the Customer.

22.3 Unless the Customer otherwise notifies GMC in writing, GMC may:

22.3.1 use information provided by the Customer for market research purposes or to supply the Customer with information about other products or services available from GMC or its Group Companies;

22.3.2 communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of GMC's customer base, but does not describe or reveal the identity of the Customer to any third party; or

22.3.3 make the Customer's name, domain names and Internet Address(es) available as part of a public directory enquiry service.

22.4 GMC will also be entitled to provide information concerning the Customer's activities whilst using the Service if it is requested to do so by the police or regulatory or government authority in investigating illegal activities. GMC will disclose a Customer's personal data if it is compelled to do so by law, or to protect and defend the rights or property of GMC or in extreme circumstances to protect the personal safety of other users of the Service or the public generally.

23. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Client company name: _____

Client Vessel name: _____

Client Signature: _____

Name: _____ Title: _____ Date: _____