

## Maritime Services Terms and Conditions

These Terms and Conditions (“**Terms and Conditions**”) govern the sale or provision of Equipment and/or Services by RigNet, Inc., a Delaware corporation (together with any of its affiliates, “**RigNet**”), with its principal office at 15115 Park Row, Suite 300, Houston, Texas, 77084 USA, to the party (“**Customer**”) identified in the applicable Service Order Agreement (“**SOA**”). RigNet and Customer may be referred to individually as a “**Party**” and, collectively, as the “**Parties**”. Affiliates of RigNet and affiliates of Customer may agree to the terms of these Terms and Conditions by incorporating them by reference as being part of any SOA entered into between those parties.

**1. Defined Terms:** The following words, when capitalized herein, shall have the meaning stated below:

“**Claims**” mean all claims, losses, damages, demands, causes of action, suits, proceedings, fines, penalties, taxes, judgments, liens, costs, obligations, and liabilities of every kind and character, including, without limitation, all expenses of investigation, defense and litigation, court costs, attorneys’ fees and experts’ fees, and obligation to indemnify another.

“**Confidential Information**” shall mean all information (written, oral, electronic, photographic or other form) that (a) relates to the technical, financial, and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of a Party or (b) is disclosed to the Receiving Party in connection with these Terms and Conditions or the SOA, including (i) all pricing, technical and commercial information related to these Terms and Conditions and/or any applicable SOA, (ii) the design of the Services, and (iii) any information disclosed according to a Non-Disclosure Agreement executed by the Parties, which should reasonably be understood by the receiving Party to be confidential, either due to the nature of the information, the circumstances of its disclosure, or notices appearing on or given in connection with the information.

“**Customer Group**” shall mean Customer its affiliates, invitees, contractors, partners, co-venturers, owners, agents, and contractors and its and their shareholders, managers, employees, officers, and directors..

“**Customer Licenses**” shall mean all licenses, permits, temporary permits, and authorizations and any renewals and costs thereof, required by any jurisdiction for Customer’s performance and/or use of the Services under the applicable SOA.

“**Disclosing Party**” shall mean the party that discloses, publishes, repeats, or otherwise reveals Confidential Information.

“**Effective Date**” shall mean the month, day, and year defined in the preamble of the SOA.

“**Equipment**” shall mean the equipment, tools, materials, and devices, including associated software (in any form, including source code and executable code), algorithms, interfaces, URLs, websites, and all other forms of technology, provided by RigNet and/or installed at any Site, described in the SOA, or used by RigNet to provide the Services. Equipment does not include purchased goods, products not provided by RigNet, or Customer-provided items. The Equipment will remain under RigNet’s title and ownership.

“**Improper Illumination**” shall mean any of the following: (a) transmissions other than as specified in writing by RigNet (b) transmissions of an incorrect frequency or to an incorrect receptor, or (c) transmissions at power levels exceeding licensed or regulated limits, or (d) any illumination that could cause harm to or interference on any transponder or space segment on any satellite or any receptor in a terrestrial wireless network.

“**Initial Term**” shall mean a minimum term of months beginning on the Services Commencement Date, as specified in the SOA.

“**Installation**” shall mean the installation and commissioning of Equipment at a Site.

“**Intellectual Property**” shall mean all rights conferred under any applicable law in relation to trade secrets, copyrights, inventions (including patents), methods and processes (whether or not patentable), techniques, know-how, ideas, registered and unregistered trademarks, domain names, registered and unregistered designs, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether or not registered with a governmental authority or embodied in any tangible form.

“**Terms and Conditions**” shall mean these terms and conditions and any exhibits, appendices, and annexes issued hereunder.

“**Receiving Party**” shall mean the Party who receives or is given access to Confidential Information.

“**RigNet Information**” shall mean all RigNet Confidential Information and RigNet Intellectual Property, and otherwise all designs, drawings, diagrams, plans, reports, databases, data collections, specifications, processes, techniques, know-how, inventions, technology, concepts, software, trademarks, and all other items developed, purchased, or otherwise acquired by RigNet.

“**RigNet Group**” shall mean RigNet its affiliates, invitees, contractors, partners, co-venturers, owners, agents, and contractors and its and their shareholders, managers, employees, officers, and directors.

“**RigNet Licenses**” shall mean all licenses, permits, temporary permits, and authorizations required by any jurisdiction related to RigNet’s performance of the Services under these Terms and Conditions and/or SOA.

“**Services**” shall mean the provision of any services by RigNet to Customer and any Equipment provided to Customer by RigNet, either or both as described or set forth in a SOA.

“**Service Area**” means the international waters of the Gulf of Mexico and the territorial waters of the continental United States (CONUS) or other areas where RigNet is licensed to provide the Services.

“**Service Commencement Date**” shall mean, with respect to each Site or Service, the earlier of: (i) the date Services are commissioned by RigNet; (ii) the date any Service is used by Customer for purposes other than testing; (iii) the date the Installation Checklist under the SOA is signed by the Parties’ representatives, or (iv) in the event that RigNet has contracted to deliver Services and Customer chooses to delay the commencement date of Services, then sixty (60) days after RigNet has notified Customer of its ability to commence Installation of any necessary Equipment or turn up any bandwidth to be provided.

“**Site**” shall mean the vessel or other Customer location where Services are to be provided.

“**SOA**” shall mean a Service Order Agreement, statement of work, or call-off order executed by the Parties describing the Services and/or Equipment to be provided by RigNet, the corresponding pricing to be paid by Customer, and the applicable special provisions, if any.

“**Term**” shall mean the Initial Term or Renewal Term, as applicable.

**2. Purpose and Scope:** RigNet shall provide certain Services or/and Equipment to the Customer as specified in an SOA. These Terms and Conditions shall control and govern all transactions between the Parties and all RigNet Equipment, and Services provided to and/or acquired or used by the Customer, including without limitation, under a subsequent SOA whether or not these Terms and Conditions are mentioned in the subsequent SOA. If there is any conflict between the provisions of these Terms and Conditions, the order of precedence shall be (a) these Terms and Conditions, (b) the applicable SOA, and (c) all other documents.

2.1 **Installation.** RigNet will provide Installation services at the rates set forth in the SOA. Installation services will only be provided when the Site is “in port”. The Customer shall provide RigNet with sufficient notice of when the Site will be in-port and available for RigNet’s technicians to allow for the delivery and Installation of the Equipment and the availability of technicians to complete the Installation. The Customer shall provide reasonable cooperation to RigNet during the delivery and the Installation.

2.2 **Customer Obligations for Equipment and Installation.** Customer is responsible for providing (i) pedestals or other appropriate mounting facilities on the Site; (ii) lifting mechanisms for Equipment to be loaded on the Site; and (iii) required cable penetrations necessary for the Installation. Customer is responsible for supplying RigNet with clean power onboard the Site and physical space to install the Equipment in a suitable rack/cabinet. Customer shall use the Equipment in accordance with (a) the Terms and Conditions, (b) the applicable SOA, (c) applicable laws, licenses, and regulations, (d) any manufacturer’s specifications, (e) a suitable operating environment, and (f) RigNet policies in effect, from time to time, relating to the use of the Equipment and Services. Any use of the Equipment or Services not in accordance with the preceding shall be grounds for immediate termination of Services and RigNet may recover additional fees for Customer uses not contemplated under these Terms and Conditions or the SOA. Customer shall keep the Equipment free and clear from liens and encumbrances in favor of persons claiming against or through Customer and shall be responsible for the security, protection, and care of the Equipment upon leaving RigNet’s possession and bear the full risk of loss or damage to the Equipment prior to its return to RigNet. In

the event of any loss or damage to the Equipment, Customer will promptly reimburse RigNet upon presentation of invoice for the replacement cost of such Equipment.

2.3 Equipment Repair/Replacement Not In-Port. For Service calls for the Site that is not in-port, Customer shall at its expense: (a) transport RigNet personnel from the port to and from the Site where the Services are to be provided and provide lodging for RigNet personnel while offshore; (b) provide such assistance as RigNet may reasonably request in connection with such Services; and (c) provide electrical power and safe working areas for repair of Equipment or Installation of replacement Equipment and any required removal of Equipment. Customer shall be responsible for the technician's labor charges for travel time from the time the technician leaves the port until the time that the technician is returned to the port. However, where Equipment is being provided as part of a Managed Communications Service, Customer shall not be liable for labor charges for the portion of the technician's time while on the Site for repair or replacement of Equipment that fails through normal usage and wear and tear or for the cost of the replaced Equipment (however labor charges for technician's travel time to and from the Site will still apply). Notwithstanding the foregoing, Customer shall be liable for such portion of labor charges and replacement cost of Equipment if the repair or replacement of the Equipment is due to Customer misuse or abuse of the Equipment.

2.4 Customer Obligations Concerning Return of Equipment. At the end of the Term, Customer shall permit RigNet to have reasonable access to the Site for the purpose of removal of its Equipment. Customer shall be responsible for labor and shipping charges to remove and return Equipment to a RigNet specified warehouse unless otherwise specified in the SOA.

3. **Term of the SOA:** Services shall begin on the Service Commencement Date. Unless otherwise specified in the SOA, upon expiration of the Initial Term for Services, Services shall automatically renew on twelve (12) month successive renewal term (each a "**Renewal Term**"). Unless otherwise specified in an SOA, either Party may terminate the SOA effective at the end of the Initial Term or any Renewal Term, by giving the other Party at least sixty (60) days' written notice prior to the end of the then applicable Term.

#### 4. **Payment:**

##### 4.1 Pricing, Invoicing, and Payment for Services.

4.1.1 The charges for the Services and Equipment are set forth in the SOA. Pricing is fixed for the Initial Term. RigNet may change its pricing on at least 3(3 months' notice prior to the start of any Renewal Term.

4.1.2 Charges for Services accrue from the Service Commencement Date. Payment is due upon presentation of the invoice. RigNet may require payment in full of non-recurring charges, Installation costs, and up-front fees prior to the Service Commencement Date and may require payment in advance for any regular, fixed monthly recurring charges. Unless otherwise set forth herein, RigNet shall invoice monthly, and Customer shall pay within 30 days of the date of invoice. All invoicing will be sent electronically to Customer's designated electronic mailing address and paid electronically by Customer via ACH.

4.1.3 Interest on delinquent payments, including payments withheld on amounts in dispute which are ultimately held to be due, shall accrue at the lesser of 1½% per month, or the maximum lawful rate until paid. Should the services of an attorney or collection agent be necessary to collect amounts due, Customer will be liable to RigNet for RigNet's costs of collection, including, but not limited to, attorney's fees, court costs, arbitral tribunal fees, arbitration costs, and other such costs as may be incurred. RigNet may, with ten (10) days' notice to cure, but without waiving any rights or electing remedies under these Terms and Conditions, suspend or terminate any Service or delivery to Customer in the event of nonpayment of any amount due. RigNet may apply any deposit or payment to any amount due from Customer.

4.1.4 Customer shall provide written notice to RigNet of any dispute of billed charges according to the notice provisions of these Terms and Conditions. If Customer fails to provide such written notice within 180 days of the disputed invoice date, Customer waives its right to dispute the charges and to participate in any legal action raising such dispute. Amounts due to RigNet under the SOA may not be withheld or offset by Customer for any reason against amounts alleged to be due to Customer from RigNet. Customer shall pay to RigNet any amounts due under the SOA that have accrued prior to, and remain unpaid as of, the date of termination or expiration of such SOA.

##### 4.2 Taxes, Charges and Fees:

4.2.1 Charges for Services do not include any taxes or other charges assessed on the performance of the Service or cost of the Equipment by any governmental authority and required or permitted to be collected by RigNet. Customer shall pay all applicable federal, state, provincial, local, and other taxes, regulatory fees, duties or other charges and amounts including, but not limited to, universal service fund, value-added, sales, and/or gross sales taxes which may be levied upon the performance of Services.

4.2.2 Taxes will be separately itemized on the invoice, collected by RigNet, and timely remitted to the appropriate taxing or other governmental jurisdiction. If a governmental authority assesses additional taxes that were not billed and collected on the original invoice, RigNet may seek reimbursement of the actual taxes, penalties, and interest from Customer. RigNet shall indemnify, defend, and hold Customer Group free and harmless from all Claims arising out of or related to RigNet's failure to timely remit collected taxes and other charges to the appropriate governmental authority.

4.2.3 At Customer's sole option, Customer may, in lieu of remitting to RigNet any billed taxes, submit a properly completed and signed exemption certificate or other written evidence of exemption which meets the requirements cited by the applicable taxing authority; or upon written notice to RigNet, Customer may elect to withhold and directly remit sales, use, gross receipts or like taxes to the taxing authority to whom such taxes are due and directly payable, provided that Customer will indemnify RigNet Group from and against Claims of any tax authority for any taxes directly remitted by Customer, or which Customer fails to remit directly, or in the event that Customer's exemption certificate is not accepted by the taxing authority.

4.2.4 All payments are to be made to RigNet without any deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority to ensure receipt by RigNet of the full amount of its invoice without withholding or deduction. If Customer is required by a taxing jurisdiction or governmental authority to withhold taxes on any payment to RigNet, Customer shall pay such amount to the appropriate tax authority and indemnify, defend, and hold RigNet free and harmless from all Claims arising out of or related to Customer's failure to timely and properly remit said withholding taxes or otherwise comply with this Section 4.2.4.

4.2.5 In the event of a change in the tax laws or their application or interpretation that has a material adverse effect on either Party, the affected Party may request in writing that the applicable SOA be amended to mitigate such effect and the Parties shall negotiate in good faith for an appropriate resolution.

## **5. Use of Services and Restrictions.**

5.1 Use of Services. Customer will use the Services provided by or through RigNet for lawful purposes and in compliance with all Applicable Laws. Customer must not use the Services in locations where RigNet does not have the right to provide services. If Customer plans to use the Services outside of the Service Area, Customer must notify RigNet. RigNet shall have the right to take any action related to such use as may be necessary to comply with Applicable Laws or orders of any governmental agency having competent jurisdiction over such use (including without limitation, compliance with at least minimum standard privacy laws of the European Union, and any other applicable jurisdictions).

5.2 Acceptable Use Policy and Network Management Policy. Customer agrees to comply with the Acceptable Use Policy (or AUP) that can be found at <https://www.viasat.com/legal/>. Customer acknowledges and agrees that the Service is subject to Viasat's Network Management Policy that can be found at <https://www.viasat.com/legal/>. RigNet reserves the right to immediately terminate the Service and the applicable SOA if Customer knowingly or otherwise engage in any prohibited activity under such policies. Customer does not own or have any rights (other than those expressly granted to you) to a particular IP address, even if Customer is utilizing a persistent IP address.

5.3 Privacy. Customer understands that RigNet shall process all personal data of Customer collected in connection with the Services in accordance with the Viasat Mobility Privacy Notice available at <https://www.viasat.com/privacy/privacy-policy/> ("Privacy Policy"), which may be updated from time to time. The

Privacy Policy explains RigNet's practices relating to the collection and use of your personal data through or in connection with the Services, including your rights with respect to your personal data processed by RigNet.

**6. Confidentiality.** The Parties agree that all Confidential Information shall be kept confidential and not disclosed to any third party except as provided in this Section. The Receiving Party will only use the Disclosing Party's Confidential Information to carry out its obligations or to exercise its rights under these Terms and Conditions and will use the same degree of care as it uses to safeguard its own confidential information of a like nature from unauthorized disclosure, but no less than a reasonable degree of care. The Receiving Party will restrict access to the Confidential Information of the other Party to only its employees or consultants who require such access in the course of their assigned duties, and who have been informed of the Receiving Party's obligations of confidentiality and agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The obligations of confidentiality in this Section exclude information that (a) is in the public domain other than through the fault or act of the Receiving Party, (b) is required to be disclosed under applicable law, stock exchange regulations, or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to maintain the confidentiality of any information so disclosed, and give prompt written notice to the other Party prior to such disclosure), (c) is acquired independently from a third party that has the legal right to disseminate such information at the time it is acquired by the Receiving Party, or (d) is independently developed by the Receiving Party without the use or incorporation of any Confidential Information from the Disclosing Party. The Parties agree that disclosure of a Party's Confidential Information will give rise to irreparable injury to that Party, which may be inadequately compensable by monetary damages. Accordingly, a Party may seek injunctive relief against a breach or threatened breach of the confidentiality provisions of these Terms and Conditions, in addition to any other legal remedies that may be available.

**7. Location and Movement of Sites:**

7.1 Customer must provide RigNet with accurate information regarding where the Site is located. Customer shall always ensure, including without limitation when a Site is moved from the current location to another, that the Services remain in compliance with applicable laws.

7.2 Customer must use the Services only within the Service Area provided for in an applicable SOA issued pursuant to these Terms and Conditions.

7.3 Regardless of the Site being relocated to a location different than the current location set forth in the applicable SOA, Customer's obligation to purchase Services continues for the duration of the contracted Term. RigNet may adjust the Services description and the pricing effective from the date of the relocation to account for the different location.

7.4 Provision of Services by RigNet is always subject to the availability of satellite capacity.

**8. Licensing:**

8.1 Customer shall be responsible for obtaining all licenses, permits, temporary permits and authorizations and any renewals and costs thereof, required by any jurisdiction for Customer's performance and/or use of the Services under these Terms and Conditions and/or SOA ("**Customer Licenses**"). Customer at its sole risk and expense shall engage, where necessary, the third-party professional of Customer's choice for procurement of Customer's Site licenses or permits. Customer shall furnish RigNet with evidence of having obtained such licenses, permits, and other authorizations and approvals within thirty (30) days of receipt. RigNet shall not be liable for any breach, non-performance, or delay in performance related to Customer's failure to obtain any such required licenses, permits, and/or authorizations.

8.2 RigNet shall be responsible for obtaining those licenses, permits, temporary permits and authorizations ("**RigNet Licenses**") required by any jurisdiction related to RigNet's performance of the Services under these Terms and Conditions and/or SOA, however, RigNet shall not be held in breach of these Terms and Conditions or any SOA in the event RigNet is unable to obtain a RigNet License for any Customer Site due to circumstances

beyond RigNet's reasonable control. Each Party agrees to cooperate in providing to the other all information required to enable the other to obtain any required licenses, permits, and/or authorizations.

8.3 If either Party is required to pay any fine or penalty or is subject to a Claim from the other Party's failure to comply with applicable laws, rules or regulations, the Party failing to comply shall defend, indemnify, and hold harmless the other Party from all damages, fees and/or fines for such failure to the extent of the indemnifying Party's allocable share of failure to comply. Notwithstanding anything to the contrary herein, neither Party shall be required to take any action prohibited or penalized or refrain from taking any action required under applicable law, including, without limitation, the U.S. anti-boycott laws.

8.4 RigNet shall not be responsible for any licenses or authorizations (including service or frequency authorizations) for any radio or other communications services that occur on board or within the Site (including WiFi or cellular connection); or that are provided by Customer to the Site's crew; or be responsible for acquiring a ship radio license (or equivalent in any jurisdiction). While it is Customer's responsibility and obligation to procure Customer Licenses for transmissions from the Site to a satellite, at Customer's request, RigNet may assist Customer in obtaining any such Customer Licenses.

## **9. Importation/Exportation of Equipment:**

9.1 Customer shall, if RigNet does not elect otherwise as set forth in the paragraph below, be responsible for all Equipment importation and exportation to and from the place for the Installation, regardless of where Services are to be provided. In this respect, Customer shall (a) pay all applicable taxes, duties and fees related to the Equipment importation and exportation; (b) obtain at its cost such import and export licenses and other consents that are required from time to time; (c) upon request, make those licenses and consents available to RigNet prior to the shipment of the Equipment, and (d) be responsible for all required documentation for Equipment importation, exportation and movement.

9.2 RigNet may, at its option, be responsible for all Equipment importation and exportation. Regarding the Equipment, Customer shall reimburse RigNet for the payment of all applicable taxes, duties and fees related to the Equipment importation, exportation and movement and the costs involved in the issuance of the import and export licenses and other consents that are required from time to time.

9.3 If Equipment is imported by Customer, the Equipment shall be exported by Customer to the same location from which it was originally shipped or to a location designated by RigNet, upon RigNet's option, at Customer's expense. Notwithstanding any local law to the contrary, it is the intent of Customer and RigNet that the Equipment imported by Customer shall remain the sole property of RigNet. Customer shall acknowledge and defend RigNet's right, title and ownership in and to the Equipment, regardless of where located, and Customer shall execute such documents of title as RigNet may request, from time to time, evidencing RigNet's rights in and ownership of the Equipment.

## **10. Compliance with Laws and Regulations:**

### **10.1 Export Controls and Sanctioned Countries:**

10.1.1 Customer acknowledges that it will comply with applicable export control laws, regulations, and sanctions. Customer will not, without first obtaining any necessary licenses, export or re-export any of RigNet's Equipment, RigNet Information, or related technical data: (a) to any country subject to U.S. sanctions including, without limitation, Cuba, Iran, North Korea, Russia, Sudan, Syria or Venezuela; (b) for any prohibited uses; (c) to any prohibited destinations; or (d) to any individuals or entities that are presently on any denied party lists including the U.S. Department of Treasury's Office of Foreign Assets Control Specially Designated National ("SDN") List. Customer must provide RigNet with timely identification of all parties that are involved in Customer's transaction or use of the Site prior to engaging in any new transactions that will make use of RigNet's Equipment and/or Services.

10.1.2 In addition to other rights it may have in law, equity or under these Terms and Conditions, RigNet reserves the right to refuse to provide Equipment or Services and suspend or terminate any applicable SOA or

these Terms and Conditions in their entirety, without liability to Customer, if RigNet has a good faith basis for believing Customer or any of its related parties has violated, or intends to violate, any applicable export control laws or sanctions regulations. If RigNet suspends Services under this Section, the Term shall be tolled for the duration of the suspension.

10.1.3 If Customer causes a Site to be moved to a location where RigNet's provision of Services to Customer is subject to embargo, sanctions or prohibited by law (including, without limitation, Cuba, Iran, North Korea, Russia, Sudan, Syria, or Venezuela), RigNet's obligations with respect to such Site shall be suspended; provided however that Customer's payment obligations shall continue. Customer shall cooperate with RigNet to take such actions deemed appropriate by RigNet, including, but not limited to, disconnecting, or removing Equipment, all of which shall be at the expense of Customer. Should Customer not permit RigNet the opportunity to disconnect and remove the Equipment, and the Equipment is subsequently exported or re-exported in violation of any applicable export control or sanctions laws, Customer agrees to pay liquidated damages of three times the value of the Equipment at the time of entry into sanctioned territory. The liquidated damages will be payable immediately when so triggered.

10.1.4 Customer hereby agrees to indemnify, defend, and hold harmless RigNet Group from and against all Claims arising in connection with any alleged breach by Customer of any applicable customs, export control, or sanctions regulations. Customer also agrees to pay the liquidated damages amount as described under Section 10.1.3 upon demand for any such breach.

10.2 Compliance with Laws and Policies: RigNet and Customer shall each comply with the applicable laws, regulations, and orders pertaining to their activities related to the SOA, including but not limited to those applicable to labor, wages, hours, equal opportunity and other conditions of employment, and the environmental health and safety of personnel. The undertakings and obligations of RigNet under these Terms and Conditions are subject to the requirements of applicable U.S., UK, and foreign laws and regulations, and to RigNet receiving any necessary governmental authorizations, licenses and approvals, and such permissions remaining available. RigNet agrees that it will comply with any applicable and reasonable health, safety, environmental, and other rules, directives, procedures, or policies of Customer that are communicated to RigNet, and the highest industry and health, safety, and environmental standards in connection with the performance of these Terms and Conditions and any applicable SOA.

10.3 Gifts and Payments: Each Party warrants that it and its affiliates have not made, offered, requested, accepted or authorized and will not make, offer, request, accept or authorize with respect to the matters which are the subject of these Terms and Conditions, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, or any person or entity, where such payment, gift, promise or advantage would violate (a) the applicable laws of the country in which the services are performed; (b) the laws of the country of incorporation of such Party or such Party's ultimate parent company and of the principal place of business of such ultimate parent company; (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries, (d) the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.), as amended; or (v) the U.K. Bribery Act 2010, as amended. Each Party shall defend, indemnify, and hold the other Party harmless from and against all Claims arising from or related to, any breach by such first Party of such warranty. Such indemnity obligation shall survive termination or expiration of these Terms and Conditions. Each Party shall promptly (i) respond in reasonable detail to any notice from any other Party reasonably connected with the above-stated warranty; and (ii) furnish applicable documentary support for such response upon request from such other Party. Each Party agrees to (i) maintain adequate internal controls; (ii) properly record and report all transactions; and (iii) comply with the laws applicable to it. Each Party must rely on the other Party's system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data regarding the operations undertaken under these Terms and Conditions. No Party is in any way authorized to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities, or any other transaction, or which would put such Party in violation of its obligations under the laws applicable to the operations under these Terms and Conditions.

**11. Insurance.** At a minimum, each Party shall carry and maintain in force the insurance coverages in the amounts stated on Exhibit A, and any additional insurance that may be required by the SOA. Each Party's insurance shall support its indemnity and defense obligations under these Terms and Conditions and the applicable SOA. Each Party shall add the other Party as an "additional insured" to the extent of the insurable risks and liabilities assumed under these Terms and Conditions or the applicable SOA, shall cause the insurance to be primary as to all other policies and self-insurance, and shall cause its insurer to waive all rights of subrogation. Upon request from the other Party, a Party shall cause its insurer to provide certificates of insurance and documentation specifying that no insurance shall be canceled or materially changed during the Term without thirty (30) days' prior written notice to the certificate requestor. RigNet may suspend Services to Customer on advance written notice if Customer fails to provide reasonable evidence that it has in force insurance coverages required by these Terms and Conditions or any SOA, provided that this suspension shall be lifted promptly upon Customer providing evidence of such insurance coverages.

**12. Warranties and Exclusive Remedies.** RIGNET WARRANTS THAT THE SERVICES PERFORMED UNDER THE SOA WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND SUBSTANTIALLY CONFORM TO THE DESCRIPTION OF SUCH SERVICES IN THE APPLICABLE SOA. OTHER THAN THE FOREGOING, RIGNET EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. RIGNET DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE REMEDIES PROVIDED IN THE SECTIONS ADDRESSING INDEMNIFICATION HEREIN SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM ARISING FROM, RELATED TO, OR OUT THE SUBJECT MATTER OF THIS SOA. NO PARTY SHALL BE ABLE TO AVOID THE LIMITATIONS EXPRESSLY SET FORTH IN THE APPLICABLE SOA BY ELECTING TO PURSUE SOME OTHER REMEDY.

**13. Indemnification and Limitation of Liability.**

**13.1 RigNet Indemnification.** RIGNET SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS FOR BODILY INJURY OR DEATH TO ANY MEMBER OF RIGNET GROUP OR DAMAGE TO RIGNET GROUP PROPERTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT IN FAVOR OF ANY MEMBER OF RIGNET GROUP, EXCEPT AS OTHERWISE PROVIDED UNDER SECTION 13.2.

**13.2 Customer Indemnification.** CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RIGNET GROUP FROM AND AGAINST ALL CLAIMS FOR BODILY INJURY OR DEATH TO ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO CUSTOMER GROUP PROPERTY. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RIGNET GROUP FOR DAMAGE TO OR LOSS OF ANY RIGNET EQUIPMENT WHILE IT IS IN CUSTOMER GROUP'S CARE, CUSTODY OR CONTROL.

**13.3 Indemnifications Absolute.** THE INDEMNITIES UNDER SECTIONS 13.1 AND 13.2 SHALL APPLY REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY TO THE EXTENT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**13.4 Indemnification For Third Party Liabilities.**

**13.4.1. RIGNET.** RIGNET SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF ANY MEMBER OF RIGNET GROUP IN CONNECTION WITH PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

**13.4.2. CUSTOMER.** CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RIGNET GROUP FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY,



**TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF ANY MEMBER OF CUSTOMER GROUP IN CONNECTION WITH THE ACTIVITIES PERFORMED UNDER THIS AGREEMENT.**

**13.4.3. JOINT NEGLIGENCE. IN THE EVENT THE INJURY OR DAMAGE TO THIRD PARTIES IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY WILL BEAR SUCH INJURY OR DAMAGE PROPORTIONALLY TO ITS GROUP'S NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, NO MEMBERS OF EITHER PARTY'S GROUP WILL BE CONSIDERED THIRD PARTIES AND, FOR PURPOSES OF CONTRACTOR'S INDEMNITY OBLIGATION IN ARTICLE 13.4, NO PART OF THE SITE OR ANY PROPERTY OR FACILITIES THEREON WILL BE CONSIDERED AS THIRD-PARTY PROPERTY, AND THE SITE OWNER AND ITS PARTNERS, AFFILIATES AND CONTRACTORS/SUBCONTRACTORS WILL NOT BE CONSIDERED THIRD PARTIES.**

13.5 If the manufacture, use or sale of any of the Equipment or Services is permanently enjoined or is unable to be used due to any restriction of law or regulation, or an infringement of a US patent or pursuant to a term of settlement, RigNet shall at RigNet's option and expense, do one of the following: (a) obtain for Customer the right to use the Equipment or RigNet Connectivity Services, (b) modify the Equipment or the means of providing the Services so that it becomes non-infringing or (c) replace the Equipment or Services with a non-infringing product or service (as the case may be) that is substantially in compliance with the specifications and functionality for the Equipment and/or Services in all material respects. If RigNet reasonably believes that the Equipment or Services is likely to be the subject of a Claim, suit, proceeding or injunction, RigNet shall also have the right, at RigNet's option, to do any of the above, subject to the same terms and conditions. If RigNet elects to replace any Equipment with a non-infringing product, Customer shall return the allegedly infringing Equipment to RigNet, at RigNet's expense, as soon as practicable.

13.6 Under no circumstances shall RigNet have any liability or indemnity obligation for infringement arising from or occurring as a result of the use of the Equipment or Services in combination and/or configuration with other products or services not provided or approved by RigNet, modified by Customer, or used in any manner for which the Equipment or Services was not designed, or the failure by Customer to implement changes, replacements or new compatible releases provided by RigNet where the infringement would have been avoided by such changes, replacements or new releases.

13.7 This Section 13 specifies RigNet's entire liability with respect to any alleged patent, copyright, or other infringement of intellectual property by the Equipment and Services.

13.8 Indemnitor Rights. The foregoing indemnities are conditioned upon the Party entitled to indemnification (the "**Indemnitee**") providing prompt notice of any applicable Claim to the indemnifying Party (the "**Indemnitor**"). If either Party is obligated to provide indemnification pursuant to the applicable SOA, the Indemnitor shall promptly defend any Claims against the Indemnitee with counsel of Indemnitor's choosing at its own cost and expense. The Indemnitee must allow the Indemnitor to control the defense and shall cooperate with, and assist as reasonably requested by, Indemnitor in the defense of any such Claim, including the settlement thereof on a basis stipulated by Indemnitor (with Indemnitor being responsible for all costs and expenses of defending such Claim or making such settlement). The Indemnitee is entitled to participate at its sole expense in support of Indemnitor's action in the defense of any such Claim and to employ counsel at the Indemnitee's own expense to assist in the handling of such Claim; provided that, in all cases, the Indemnitor is the final decision-maker concerning any actions taken in defense of the Claim.

13.9 Indirect or Consequential Damages. Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any consequential (including lost profits or revenues), incidental, special, or punitive damages arising from any cause whatsoever, whether foreseeable or not.

13.10 Limitation of Liability. Notwithstanding anything to the contrary set forth in the applicable SOA, except for Customer's payment obligations hereunder, neither Party's aggregate liability for all Claims or damage arising out of or connected with the SOA shall exceed the amounts paid or payable by Customer to RigNet under the SOA in the twelve-month period immediately preceding the Claim. This Section 13.10 does not apply with respect to Claims for indemnification or for a Party's breach of intellectual property obligations or confidentiality obligations.

## **14. Termination:**

14.1 Security and Termination Remedies. If Customer fails to pay any amount to RigNet when due, RigNet may, at its option, (a) require Customer to provide security if Customer's invoice payments are late on two (2) or more occasions in any twelve (12) month period, (b) suspend Services or exercise any of the other remedies available to RigNet, or (c) terminate the applicable SOA according to Section 14.3 – Termination for Material Breach. Such security may include a deposit of an amount determined by RigNet, which shall be applied to any amounts payable to RigNet upon termination or expiration of the SOA and shall be in addition to RigNet's other remedies.

14.2. Termination for Convenience. RigNet contracts with underlying bandwidth and other carriers for terms that mirror the terms of the Services contracted by Customer, which commitments may not be terminated for convenience. Consequently, in the event Customer terminates the applicable SOA before the completion of or during the Initial Term or any Renewal Term of the SOA for any reason other than those specified in Section 14.1 or Section 14.3, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due for the charges accelerated for the remainder of the Term as liquidated damages and not a penalty.

14.3 Termination for Material Breach. If a Party's material breaches or defaults in the performance of any of its obligations under these Terms and Conditions or/any SOA that is unrelated to RigNet's Services and failure to cure such breach within thirty (30) days after notice specifying each breach in detail from the other Party (ten (10) days for breach of any failure to pay for Services), such notifying Party shall have the following rights:

14.3.1. Customer Remedies for Material Breach. Customer may terminate the SOA, and with its sole payment obligation being paying for all outstanding charges for Services received through the termination date.

14.3.2. RigNet Remedies for Material Breach. RigNet may immediately terminate the affected SOA. In the event RigNet terminates an SOA material breach by Customer, Customer shall pay RigNet for (i) all outstanding charges through the date of termination and (ii) the amount due for the charges accelerated for the remainder of the Term as liquidated damages and not a penalty.

14.3.3. Other Material Breach. RigNet may terminate the SOA immediately upon its reasonable belief that Customer has breached Section 13 - Compliance with Laws and Regulations.

14.3.4. Termination due to Government Action. RigNet may, with no liability whatsoever, suspend or terminate Services to Customer if lawfully ordered to cease operation of such Services by a state or federal court of law, or any other lawful federal, state, or local governmental authority. If at any time during the Term, any Equipment, facilities, or property used by RigNet to provide Services to Customer are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of right of condemnation or eminent domain, RigNet will have the right, upon written notice to Customer, to terminate Services affected by the taking.

## **15. Miscellaneous:**

15.1 Notices. Notices, reports, and other communications required or permitted by these Terms and Conditions to be given or sent by one Party to the other shall, except where otherwise provided, be in writing and in the English language, and be effective and considered duly given (i) upon receipt when delivered by hand or messenger delivery, or (ii) upon five (5) business days after having been sent by certified mail – return receipt requested, or (iii) upon one (1) business day after having been sent by electronic transmission with proof of delivery, to RigNet's or Customer's address, as the case may be as reflected in the applicable SOA. Either Party may change its address upon notice to the other Party in accordance with this Section.

15.2 Counterparts. The SOA may be executed in two or more counterparts, each of which shall constitute one and the same agreement. A facsimile or other electronic signature shall be as valid as an original.

15.3 Entire Agreement/Amendments. These Terms and Conditions, the applicable SOA, and any separate nondisclosure agreement signed by the Parties constitute the entire agreement between the Parties with respect to the

subject matter hereof, and supersedes and replace all other negotiations, conversations, understandings and/or agreements, written, oral, implied, or otherwise. These Terms and Conditions are not to be interpreted, explained, or supplemented by evidence of trade usage or prior course of dealings. The Parties acknowledge that neither of them has made, and is not making, any representations or warranties whatsoever, express, or implied, regarding any subject matter provided for in these Terms and Conditions, except as specifically set forth in these Terms and Conditions. No Party has relied, in any way, upon any express or implied agreement, representation, warranty, or statement of any other Party, except for the representations and warranties specifically set forth in these Terms and Conditions. These Terms and Conditions and the applicable SOA may not be modified, amended, altered, supplemented, or added to except by written agreement signed by the Parties. Any purchase order, service order agreement, service ticket, purchase acknowledgment, or order form that purports to modify these Terms and Conditions is void and hereby rejected as not applying to the Services to be performed.

15.4 Assignment. Neither Party may sell, assign, nor transfer the SOA, any part hereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either may sell, assign, or transfer the SOA, or any part thereof, or any money due hereunder, to an affiliate of such Party upon advance written notice to the other Party. No assignment, sale, or transfer of the SOA shall relieve the assigning, selling, or transferring Party, as applicable, of its obligations under the SOA.

15.5 Force Majeure. Except for payment obligations, the Parties shall be excused from performing under the terms of the SOA, if and for so long as such compliance is prevented by occurrences beyond its reasonable control, such as, but not limited to, riots, labor disputes, strikes, lock-outs, wars (declared or undeclared), insurrections, rebellions, terrorist threats or acts, civil disturbances, orders of governmental authority, whether such authority be actual or assumed, pandemics, acts of God, hurricanes, storms, tornadoes or other weather events or by any other act or cause which is reasonably beyond the control of such Party, any such event being herein sometimes called "Force Majeure". If an affected Party is rendered unable, wholly or in part, by any such occurrence to carry out its obligations under these Terms and Conditions, it is agreed that such Party shall give notice and details of the Force Majeure in writing to the other Party as promptly as possible after its occurrence. In such cases, the obligations of the Party giving the notice shall be suspended during the continuance of any inability so caused. For those events lasting more than ninety (90) consecutive days, either Party shall have the right to terminate the corresponding Services affected by the Force Majeure with no penalty or fee of any kind.

#### 15.6 Governing Law and Dispute Resolution:

15.6.1 For Services to be provided or performed in the United States and/or the Gulf of Mexico, the SOA will be governed by the substantive laws of the State of Texas, USA (unless the court determines that mandatory U.S. federal maritime laws apply to offshore activities), including without limitation its validity, interpretation, construction, performance and enforcement, but exclusive of the conflict of laws principles of the State of Texas, and any dispute related to such Services and/or these Terms and Conditions shall be resolved by the federal or state courts sitting in Harris County, Texas. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

15.6.2 For Services to be provided or performed in any other region of the world other than those areas in Section 15.6.1, above, the SOA and all matters arising out of or relating to the SOA will be governed by the substantive laws of England and Wales, exclusive of its conflict of laws principles, and any dispute related to such Services shall be finally settled by binding arbitration under the arbitration rules of the London Court of International Arbitration (by one (1) arbitrator for disputes where the amount in controversy is less than \$5 million USD, and by three (3) arbitrators for disputes where the amount in controversy exceeds \$5 million USD). In the event the Parties cannot agree on the arbitrator, the arbitrator shall be chosen as provided in such rules. The place of arbitration shall be London, England. The language of the arbitration shall be English. Judgment on any award may be entered by any court of competent jurisdiction.

15.6.3 The Parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on April 11, 1980, to these Terms and Conditions and any SOA.

15.6.4 The arbitration provisions of these Terms and Conditions do not limit or affect the right of either Party to seek from any court having jurisdiction any interim, interlocutory, or provisional relief that is necessary to protect the rights or property of that Party. Alternatively, either Party may apply to the applicable arbitration association or private arbitrator for injunctive or other equitable relief pursuant to its optional rules for emergency measures until the arbitration award is rendered or the controversy is otherwise resolved.

15.7 Sovereign Immunity. Any Party that now or hereafter has a right to claim sovereign immunity for itself or any of its assets hereby waives any such immunity to the extent permitted by law. This waiver includes immunity from (a) any expert determination, mediation, or arbitration proceeding commenced pursuant to these Terms and Conditions; (b) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to these Terms and Conditions; and (c) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from an expert determination, mediation, arbitration or any judicial or administrative proceedings commenced pursuant to these Terms and Conditions. Each Party acknowledges that its rights and obligations hereunder are of a commercial and not a governmental nature.

15.8 No Third-Party Beneficiaries: (Contracts (Rights of Third Parties Act) Except as expressly set forth herein, the SOA is intended solely to benefit the parties executing these Terms and Conditions and are not intended to provide or create any right or benefit for any person or other entity that is not a party to these Terms and Conditions. However, each member of the “Customer Group” and the “RigNet Group” as those terms are defined herein, are beneficiaries of the SOA and each of them is authorized and entitled to seek enforcement of all of the rights and benefits provided to them pursuant to the Indemnification provisions of these Terms and Conditions; save and except that no member of either Customer Group or RigNet Group is required to approve, consent to, or execute any amendment to the SOA before such amendment will become effective. Any such amendment shall be effective when it is executed by the parties executing the SOA. In the event any mandatory applicable law grants rights to any third party, such third party shall not be entitled to any right of notice or consent with respect to any amendment, cancellation or termination of these Terms and Conditions.

15.9 Waiver. No waiver by any Party of any one or more defaults by another Party in the performance of any provision of the SOA shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or of a different character. Except as expressly provided in the SOA no Party shall be deemed to have waived, released or modified any of its rights unless such Party has expressly stated, in writing, that it does waive, release, or modify such right.

15.10 Severability. If any term or provision of the SOA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction; provided that the SOA, without the unenforceable provision(s), is consistent with the material economic incentives of the Parties under the SOA.

15.11 Surviving Clauses: The provisions of the SOA, which by their nature and the context in which they appear, would reasonably be expected to survive termination or expiration of the SOA, including, but not limited to, those relating to Warranty, Service Remedies, Indemnity, Limitation of Liability, Waiver of Consequential Damages, Confidentiality and Governing Law, Claims and Dispute Resolution, will survive its termination or expiration.

15.12 Interpretation: Should any provision of the SOA require interpretation; it is agreed that the arbitral tribunal or the court interpreting or considering the provision shall not apply any presumption that these Terms and Conditions shall be more strictly construed against the Party that drafted the SOA or any specific provision.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

Each Party agrees, at its sole cost and expense, to procure and continuously maintain in full force and effect, throughout the Term, with reliable insurance companies the following minimum insurance coverages denoted in items a) through d), inclusive, below.

- a) Workmen's Compensation and Employer's Liability Insurance (or P&I insurance as appropriate), in compliance with the rules of the site in which the work hereunder is to be performed; and, when appropriate, providing for coverage under the Federal Longshoremen's and Harbor Worker's Compensation Act, endorsed for operations on the Outer Continental Shelf; and when appropriate, such insurance shall be extended to include (but not limited to) the Jones Act and the Death on the High Seas Act, with minimum limits per occurrence of One Million U.S. Dollars (\$1,000,000);
- b) Commercial General Liability Insurance, with a per occurrence limit of not less than One Million U.S. Dollars (\$1,000,000), and a General Aggregate of not less than Two Million U.S. Dollars (\$2,000,000), covering bodily injury to or death of persons, or damage to or loss of the property of any person or entity, contractual liabilities assumed under these Terms and Conditions, including actions in rem, action-over claims, and with any watercraft exclusion deleted;
- c) Automobile Liability and Property Damage Insurance, specifically including coverage for contractual liability hereunder, with a minimum combined single limit per occurrence of One Million U.S. Dollars (\$1,000,000), with respect to injury to or death of, or damage to or loss of the property of, any person or entity;
- d) Excess Liability Insurance covering liabilities arising out of operations worldwide, with a combined minimum limit of not less than U.S. \$2,000,000.00 over and above the primary liability limits of all underlying insurance policies as required hereinabove. Such Excess Liability policy shall be "following form" of underlying coverages;
- e) If the performance of Services pursuant to these Terms and Conditions requires RigNet to provide Services to watercraft, Customer shall carry or require the owners of the watercraft to carry:
  - i. Hull and machinery insurance (including collision liability) in an amount not less than the market value of the watercraft,
  - ii. Protection and indemnity insurance, including coverage for crew liability, pollution liability and liability for removal of wreckage, in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater,
  - iii. Charterer's legal liability insurance in an amount not less than the market value of the watercraft or USD \$10,000,000 whichever is greater, and
  - iv. If the watercraft engages in towing operations, tower's insurance in an amount not less than the market value of the watercraft or USD \$10,000,000, whichever is greater.

The designation of minimum limits shall not, in any way, serve to limit the liabilities and obligations of the Parties under these Terms and Conditions. To the extent of the insurable risks and liabilities specifically assumed by each Party under these Terms and Conditions or any SOA, each Party's insurance shall name the other Party, its affiliated companies, its servants, agents, and employees as additional insureds (except for the Worker's Compensation).

To the extent of the liabilities specifically assumed by each Party under these Terms and Conditions, each Party's insurance shall contain a waiver of subrogation in favor of the other Party, its affiliated companies, its servants, agents, and employees. Each Party's insurance policy shall be considered primary to the extent of the liabilities specifically assumed by that Party under these Terms and Conditions. Should any of the above-described policies of insurance be canceled or materially changed or modified prior to the expiration date thereof, the underwriters of such policies shall endeavor to give Customer and RigNet no less than thirty (30) days prior written notice of such change or cancellation. If not already delivered, then prior to the commencement of operations under these Terms and Conditions, each Party shall deliver to the other Party a Certificate (or Certificates) of Insurance, evidencing that the above required coverages are in force and effect, giving the limits of such coverages, the effective dates thereof, the names of the companies furnishing security therefore and showing all required endorsements thereon.

With regard to its policies, each Party shall be solely responsible for that portion of any loss not covered by insurance solely by reason of a deductible or self-insured retention and for the payment of all premiums. To the extent of the liabilities specifically assumed by Customer under these Terms and Conditions, one or more of Customer's Inland Marine (or other Property policy or self-insurance – with RigNet's written consent) shall include coverage for the full replacement value of RigNet's equipment. The RigNet technicians will attend any required safety classes (at Customer's expense) as may be required to perform their duties on offshore facilities with notification of Customer.