



Global Installation & Service Standard Terms

1 Basis of Contract

- 1.1 From time to time, Inmarsat may request Contractor (each a "Party") on a non-exclusive basis to perform installation and related services ("Services") for Inmarsat as set out in a purchase order for the supply of Services (the "Work Order"). The Work Order constitutes an offer by Inmarsat to purchase Services from Contractor in accordance with these terms and conditions ("Terms") and as specified in the Statement of Work contained in exhibits 2 to 5 of the Work Order (the "SOW").
- 1.2 The Work Order shall be deemed to be accepted upon Contractor signing and returning a copy of the Work Order, at which point this Agreement shall come into existence ("Effective Date"). For the purpose of these Terms, "Agreement" shall mean the agreement between Inmarsat and the Supplier for the supply of Services in accordance with these Terms and the accompanying Work Order(s).
- 1.3 The Agreement shall continue from the Effective Date until terminated by Inmarsat or Contractor upon sixty (60) calendar days prior written notice or as otherwise provided herein.

2 Scope of Services

- 2.1 Contractor agrees to perform the Services in a professional manner and in accordance with the provisions of this Agreement.
- 2.2 Notwithstanding the foregoing, Inmarsat is under no obligation to request Contractor to perform Services, and Contractor is under no obligation to accept a request for Services from Inmarsat.
- 2.3 Other services, and rates, may be added from time to time and Inmarsat reserves the right, at its option, to request that additional Work Orders for any additional products or services be added to this Agreement, pursuant to the mutual agreement of the parties. In the event that a Work Order is initiated or revised orally, Inmarsat will issue a follow-up Work Order (or amended Work Order as appropriate) to the Contractor for execution in accordance with the terms and conditions of this Agreement.
- 2.4 Contractor shall be solely responsible for Contractor's personnel observing Inmarsat's or Inmarsat's customer's site rules and regulations, including but not

limited to: security requirements, use of safety equipment and safety procedures, proper grooming, appropriate dress, and working in harmony with all others while present at such site. Inmarsat shall have the right for any reason to request that Contractor discontinue furnishing any person provided by Contractor hereunder. Said discontinuance shall take effect immediately upon Inmarsat's written or oral notice to Contractor. In the event Contractor is required to remove personnel pursuant to this Article, Contractor will not be relieved of its obligation to perform hereunder.

3 Invoices and Payments

- 3.1 Upon receipt of an invoice, Inmarsat will remit payment to Contractor within sixty (60) calendar days.
- 3.2 Inmarsat shall have no obligation to pay Contractor for any other charges unless such charges are expressly authorised in a Work Order and this Agreement. In the event that any work is required to be performed to complete an installation which is beyond that specified in the SOW, Contractor must seek the prior approval of the applicable end user and Inmarsat to perform such work.
- 3.3 Contractor shall maintain accurate records to verify and support any invoices (electronic or otherwise) generated in the event of any disputes. Contractor's satisfactory performance and invoicing for Services hereunder will be in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit review. Additionally, and notwithstanding Article 16, Inmarsat will be entitled to provide a copy of any information obtained pursuant to this Article 3.3, to Inmarsat's customer to whom such information relates.
- 3.4 In the case of business travel, Inmarsat will only reimburse technician for economy class travel using a commercial carrier (to include airplane, train, bus, etc.).

4 Taxes

- 4.1 Except as expressly provided in this Article 4 (Taxes), the rates and charges set forth in the Work Order include all taxes of whatever nature levied or assessed against this Agreement, the Work Orders and Services hereunder or any transaction related thereto.
- 4.2 Contractor hereto agrees to pay, and to hold Inmarsat harmless against, any penalty, interest, additional tax or other charge that may be levied or assessed as a result of the delay or failure of the Contractor for any reason to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Contractor.

5 Termination

5.1 Termination/ Rescheduling of Work Orders

5.1.1 Subject to Article 5.3 below, Inmarsat may terminate or reschedule any Work Order immediately by written notice to Contractor, for any reason or for no reason, and without penalty or liability. Such notice shall specify the effective date of termination or the reschedule date.

5.1.2 Notwithstanding the foregoing, if Inmarsat terminates or reschedules a Work Order while Contractor is performing such Work Order, Inmarsat will be liable to pay to Contractor all costs reasonably and actually incurred by Contractor in relation to the terminated Work Order. Inmarsat will only be liable to pay such reasonable costs incurred up to the time that such Work Order is terminated by Inmarsat. The foregoing is Contractor's sole remedy in the event that Inmarsat terminates or reschedules a Work Order, whilst Contractor is performing such Work Order.

5.1.3 In case Inmarsat has ordered hardware with Contractor, Inmarsat will be obliged to purchase the hardware when Contractor has ordered it with their supplier. In such cases Contractor is obliged to deliver these goods to Inmarsat.

5.2 Default

If Contractor is in default of its obligations under this Agreement or any Work Order hereunder and such default is not promptly remedied by Contractor after written notice thereof by Inmarsat, Inmarsat may, in addition to all other rights and remedies provided by law or this Agreement, terminate this Agreement and/or any Work Order which may be affected by such default.

5.3 Consequences of Termination or Cancellation

5.3.1 In the event that Inmarsat terminates this Agreement or any Work Order hereunder pursuant to any provision of this Agreement, in no event will Inmarsat be liable for any indirect, special, incidental, reliance or consequential damages resulting from such termination, including without limitation, loss of business profits.

5.3.2 In the event that any Work Order is terminated for any reason other than breach by Contractor, Contractor shall immediately cease performing Services covered by such Work Order. In such event, the provisions of Article 5.1 shall apply.

5.3.3 In the event that Inmarsat terminates this Agreement pursuant to Articles 5.2 (Default) or 7.2 (Breach of Warranty) herein, Inmarsat may, at its option, and in

addition to any other remedies available to it, obtain comparable services from third parties, and Contractor will reimburse Inmarsat for any additional costs and expenses which may be occasioned to Inmarsat thereby with such reimbursement limited to the value of the initial Work Order.

5.3.4 Within ten (10) calendar days of termination, cancellation or other expiration of this Agreement, Contractor shall return to Inmarsat all papers, written materials, properties, other materials and other information furnished to Contractor by Inmarsat under this Agreement. Each Party shall provide the other such reasonable assistance as may be necessary for an orderly, non-disruptive transition subsequent to termination.

5.3.5 The terms, conditions and warranties contained in this Agreement that are intended to survive the performance hereof by either or both Parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement or any Work Order hereunder.

6. Excusable Delays

Neither Party to this Agreement shall be liable for its failure to perform any of its obligations hereunder during any time period in which its, or its subcontractors' or vendors', performance is delayed by fire, flood, extreme weather conditions precluding performance, lack of availability of equipment from Inmarsat, war, embargo, strike or riot, or the intervention of any government authority ("Excusable Delay"), provided the cause of such Excusable Delay is beyond the reasonable control and without the fault or negligence of the non-performing Party, its subcontractors or vendors and further providing that the Party suffering such Excusable Delay immediately notifies the other Party of the delay. In the event of an Excusable Delay the delivery requirements for such performance shall be extended by a mutually agreed upon term in writing. Notwithstanding the above, Inmarsat may at its option, without liability other than to reimburse Contractor for actually incurred reasonable costs and expenses to the date of termination, terminate any Work Order that is delayed more than ten (10) calendar days because of any Excusable Delay.

7. Warranties

7.1 Contractor hereby warrants and represents that all Services provided hereunder shall be performed by qualified personnel promptly and with diligence, in strict accordance with the descriptions of such Services in these Terms, the SOW, or in any Work Order and to Inmarsat's satisfaction. For a period of twelve (12) months from the applicable installation date Contractor shall remedy, repair or reinstall, as necessary and at no additional charge to Inmarsat, any Services provided under this Agreement which are found to be defective and in breach of the above

warranty for said period. Further, for a period of twelve (12) months from the applicable installation date Contractor shall remedy, repair or reinstall, as necessary and at no additional charge to Inmarsat, any material provided under this Agreement which is found to be defective and in breach of the above warranty for said period.

- 7.2 If during the twelve (12) months after the completion of the installation performed by Contractor for Inmarsat, Inmarsat determines that there is a problem which constitutes a breach of warranty, Inmarsat will notify Contractor and Contractor shall promptly investigate such breach and advise Inmarsat of Contractor's planned corrective action after which Contractor shall promptly re-perform by providing other personnel or take such other action as may be required to correct such breach of warranty at no additional charge to Inmarsat. If such breach of warranty causes Inmarsat's customer's system to be affected or has/may cause some form of structural damage to Inmarsat's customer's premises, then Contractor will remedy such breach of warranty to Inmarsat's reasonable satisfaction within four (4) calendar days from Inmarsat's notice to Contractor. If such breach of warranty is not causing Inmarsat's customer's system to be affected, and does not pose any threat to the structural integrity of Inmarsat's customer's premises, then Contractor will remedy such breach of warranty to Inmarsat's reasonable satisfaction within ten (10) business days from Inmarsat's notice to Contractor.
- 7.3 Contractor will deliver the work as stated in the SOW and any approved additional work by performing acceptance tests in the presence of Inmarsat's customer's representative. Inmarsat's customer shall have discretion as to accept the Work Order upon completion. Upon acceptance of the Work Order, the warranty set forth in Article 7.2 above shall apply. All defects shall be remedied in accordance with the terms set forth herein. Notwithstanding the foregoing, Contractor shall not be held liable pursuant to Articles 7.2 and 7.3 for unauthorised modification, tampering, or negligence of Inmarsat or its customer.

8. Infringement Indemnity

Contractor represents that the use of any and all tools and materials furnished by Contractor and used in the performance of the Services does not infringe a patent, copyright, or federal, state or common law service mark, trademark or any other proprietary rights of a third party. Contractor will protect, defend and indemnify and hold Inmarsat harmless from and against any and all claims, demands, causes of action, loss, damage, expense or liability of every type and character (individually and collectively "Claims") that may result by reason of any such infringement, provided further that Inmarsat provides prompt written notice to Contractor of any Claim.

9. Non-compete restriction

CONTRACTOR AGREES NOT TO SOLICIT WORK RELATING TO THE INSTALLATION OR MAINTENANCE OF SATELLITE EQUIPMENT OR TAKE ORDERS RELATING THERETO DIRECTLY FROM INMARSAT'S CUSTOMERS WHO HAVE BEEN INTRODUCED BY INMARSAT TO CONTRACTOR FOR INSTALLATION, MAINTENANCE AND/OR RELATED WORK THAT IS SUBSTANTIALLY RELATED TO THE SOW. IN ACCORDANCE WITH THE FOREGOING, if an Inmarsat Customer contacts the Contractor directly or indirectly to request equipment or service, the Contractor will refer the Customer to Inmarsat and notify Inmarsat immediately. The Contractor agrees this Article 9 is binding upon the Contractor during the Term of this Agreement, as described in Article 1 of these Terms, and for one (1) year after termination of this Agreement.

10. Independent Contractor

Contractor hereby declares and agrees that Contractor is engaged in an independent business and will perform its obligations under this Agreement as independent contractor and not as the agent or employee of Inmarsat; that the persons performing Services hereunder are agents, employees or subcontractors of Contractor and are not employees or agents of Inmarsat; that Contractor hereby retains the right to exercise full control of and supervision over the performance of Contractor's obligations hereunder and full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; that Contractor will be solely responsible for all matters relating to payment of such employees, including compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters; and that Contractor will be responsible for Contractor's own acts and those of Contractor's agents and employees during the performance of Contractor's obligations under this Agreement. In addition, Contractor agrees that it will require its agents to obtain all necessary licenses and business licenses required to perform the Services hereunder.

11. Work Product

Contractor shall install, maintain or service the products as described in the SOW or Work Order issued by Inmarsat and accepted by Contractor.

12. Indemnification

12.1 Contractor shall hold harmless and indemnify Inmarsat and its affiliated companies (including its parent company), officers, directors, employees, representatives, insurers, consultants, and customers, and agents of all of the foregoing, from any loss, cost, damage, claim, expense or liability, including, but not limited to, liability

as a result of injury to or death of any person or damage to or destruction or loss of any property arising out of, or as a result of or in connection with the performance of this Agreement and/or the Services and directly or indirectly caused, by the acts or omissions, negligent or otherwise, of Contractor or a subcontractor or an agent of Contractor or an employee of any one of them, be it active or passive, except where such loss, cost, damage, claim, expense or liability arises solely from the negligence of Inmarsat, its officers, directors and other employees and agents. As used in the preceding sentence, the words "any person" shall include, but shall not be limited to, a contractor or an agent of Contractor or Inmarsat, and an employee of Inmarsat, Contractor or any such contractor or agent; and the words "any property" shall include, but shall not be limited to, property of Inmarsat, Inmarsat's customers, Contractor or any such contractor or agent or of an employee of any of them. Upon request of Inmarsat, Contractor shall, at no cost or expense to Inmarsat, defend suits asserting a claim for loss, damage or liability specified above, and Contractor shall pay costs and attorneys' fees that may be incurred by Inmarsat in connection with any such claims or suits or in enforcing the indemnity granted above.

- 12.2 Contractor shall also indemnify and hold Inmarsat harmless from and against, any direct damage, liability or expense (including reasonable attorney's fees and other expenses of investigating or defending claims) any claims made by a third party, including but not limited to any third-party dealer or installation company, which may enter into subcontracts or other arrangements with Contractor to fulfill any of obligations set forth herein, which (a) arise directly as a result of Contractor's responsibilities hereunder, or (b) result from Contractor's having made any warranty or representation to any such third party, or (c) any act or omission of Contractor with respect to such third party.

13. Limitation of Liability

Except for the indemnity provisions set forth above, neither Party shall be liable to the other for any indirect, consequential, special, reliance or incidental damages, including without limitation loss of business profits, arising out of or in connection with the performance or non-performance of any obligations under this Agreement whether or not due to any negligent act or omission on the part of the applicable Party or its subcontractors, for whatever reason, and whether or not they have been advised of the possibility thereof.

14. Insurance

Without in any way limiting the obligations set forth in Article 12 (Indemnification) above, Contractor shall maintain in full force and effect insurance minimums of **\$1 million (USD)** of general liability insurance. The insurance required above shall

remain in full force and effect as long as either Contractor or Inmarsat may have any potential liability pursuant to this Agreement.

15. Liens

If at any time or times before or after the work specified in a Work Order issued hereunder is completed, any lien or notice of lien shall be recorded or stop work notice against Contractor or its subcontractors shall be served upon Inmarsat or Inmarsat's customers, for labor performed upon, or for furnished materials for use in, or for furnishing appliances, teams or power contributing to, said work, Contractor shall promptly procure the discharge of any or all such liens and claims in a manner satisfactory to Inmarsat. If Contractor shall not have settled same within a reasonable period of time, not to exceed thirty (30) calendar days after Contractor has received notice, either actual or constructive, of the existence of such a lien, Inmarsat shall have the right to procure the discharge of such liens, and in such event Contractor shall reimburse Inmarsat for all monies that the latter may be compelled to pay in procuring the discharge thereof including costs and reasonable attorneys' fees; and Inmarsat shall have the right to satisfy said obligation, to the extent possible, by deduction from future payments due Contractor under such Work Order, this Agreement or otherwise.

16. Confidential Information

- 16.1 The Parties acknowledge that in the course of their performance of this Agreement each Party will come into the possession of confidential information of the other Party ("Disclosing Party"). For the purposes of this Agreement "Confidential Information" means any and all information of a commercial, technical or financial nature relating to a Party, which is not generally available to the public and which is disclosed by one Party to the other for the purposes of this Agreement. This includes, without limitation, data, know-how, secret formulae, processes, designs, photographs, drawings, specifications, patentable information and software programs, regardless of form, format or media and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case either i) by its very nature confidential; ii) is marked as such; or iii) it is reasonable to assume to be confidential from the context.
- 16.2 Confidential Information shall remain the sole and exclusive property of the Disclosing Party and may not be disclosed or used by the other Party ("Receiving Party") without the Disclosing Party's prior written consent for any purpose other than the discharge of its obligations under this Agreement. No further use of the Confidential Information will be made after the termination of this Agreement.
- 16.3 Confidential Information shall not include information or parts thereof for which the Receiving Party can furnish demonstrable evidence that:

- 16.3.1 it was known or generally accessible before the date of its receipt from the Disclosing Party; or
- 16.3.2 it became known or generally accessible after the date of its receipt from the Disclosing Party without the Receiving Party being responsible; or
- 16.3.3 was made accessible to the Receiving Party at any time by an authorised third party not in breach of any obligation of confidentiality with respect to such information.
- 16.4 Each Party will make available the other Party's Confidential Information only to its officers, representatives and employees and on a need to know basis and all persons to whom the Confidential Information is made available shall be made aware of the strictly confidential nature of the Confidential Information and the restrictions imposed hereunder on the use thereof and further, have agreed to abide by the specific obligations imposed under this clause 16. Both Parties shall ensure that all officers, representatives and employees likely to receive the Confidential Information shall be under a written agreement as part of their employment or contract for work to preserve as confidential any information and knowledge which is entrusted to their employer or, in the case of a contractor, their client. The Parties shall be and shall remain liable for any breach of this clause 16 by such officers, representatives and employees.
- 16.5 Upon the termination of this Agreement, all Confidential Information shall be returned to the Disclosing Party or destroyed at its direction. The obligations of confidentiality set out in this Agreement shall survive the termination of this Agreement.

Both parties shall ensure that they, their employees, agents and sub-Contractors shall observe the requirements of the Data Protection Act 1998 and any amendments or revisions thereto in the provision and use of the subject matter of the Agreement and personal data processed under it and shall comply with any request made or direction given to the other which is directly due to the requirements of such Act.

17. Assignment

Except upon notice to Inmarsat, Contractor shall not assign this Agreement (except an assignment solely of the right to receive monies due or to become due) or subcontract any part hereunder, in whole or in part, voluntarily, involuntarily or by operation of law without the prior written consent of Inmarsat. Any attempted assignment or subcontracting in contravention of the preceding sentence shall be void. Inmarsat may at any time, without the prior consent of Contractor, assign,

transfer or novate this Agreement or any of its rights and obligations under this Agreement to its parent or any affiliated entity.

18. Notices

Except as otherwise provided herein, all notices or other communications herein provided to be given or which may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person, sent via facsimile with delivery confirmation receipt, sent via email with return receipt requested or sent via nationally recognised courier, or certified or registered United States mail, postage prepaid and addressed to the addresses set forth in the relevant Work Order.

19. Publicity

19.1 Contractor agrees to submit to Inmarsat in advance of publication all advertising, sales promotion and other publicity matter relating to the Services performed by Contractor hereunder wherein Inmarsat's name or names or the name or names of Inmarsat's customers are mentioned, or language, signs, markings or symbols are used from which the connection of Inmarsat's name and any third parties' names connected therewith may, in Inmarsat's judgment, be reasonably inferred or implied; and Contractor further agrees not to publish or use such advertising, sales promotion or publicity matter without the prior written approval of Inmarsat, such approval not to be unreasonably withheld.

19.2 Contractor further agrees that Inmarsat may mention and disclose Contractor's identity and the existence of this Agreement, to its customers and potential customer, without prior consent from Contractor. In the event that Inmarsat may wish to publish Contractor's identity and associated trademark and/or logos and service marks ("Marks"), in its marketing material and advertising, it will only do so with the prior written consent of Contractor, which will not be unreasonably withheld or delayed. To the extent that Inmarsat does so use the Marks of Contractor, Contractor hereby grants to Inmarsat non-exclusive and fully paid up license to use such Marks.

20. Compliance with Laws

20.1 Contractor agrees that it will comply with all applicable federal, state and local laws, regulations and codes in the performance of this Agreement. Contractor further agrees to indemnify and hold harmless Inmarsat for any loss or damage that may be sustained by reason of Contractor's failure to comply with such federal, state and local laws, regulations and codes.

- 20.2 Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act ("FCPA") ("Relevant Requirements").
- 20.3 Without prejudice to the generality of the foregoing, Contractor shall:
- 20.3.1 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 20.3.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 20.3.3 promptly report to Inmarsat any request or demand for any undue financial or other advantage of any kind received by Contractor in connection with the performance of this Agreement;
- 20.3.4 immediately notify Inmarsat (in writing) if a foreign public official becomes an officer or employee of Contractor or acquires a direct or indirect interest in Contractor (and Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement)
- 20.4 Contractor shall ensure that any person associated with Contractor who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Contractor in this clause 20 ("Relevant Terms"). Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Inmarsat for any breach by such persons of any of the Relevant Terms.
- 20.5 Breach of this clause 20 shall be deemed a material breach of this Agreement.
- 20.6 For the purpose of this clause 20, the meaning of adequate procedures and foreign public official whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 20, a person associated with Contractor includes any subcontractor of Contractor.

21. No Third Party Beneficiaries

The provisions of this Agreement are set for the benefit of the Parties hereto and not for any other person.

22. Waivers of Default

Waiver by either Party of any default by the other Party shall not be deemed a waiver by such Party of any other default.

23. Amendments

No provision of this Agreement or any written Work Order shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorised representative of the Party against whom it is sought to enforce such a waiver, amendment or modification.

24. Order of Precedence

In the event of any conflict or inconsistency between these Terms and the provisions of any Work Order, the provisions of the Work Order shall control.

25. Governing Law

This Agreement shall be construed in accordance with the laws of England and Wales.

26. Severability

In any of the provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the invalid or unenforceable provision will be modified to the extent required to make it valid.

27. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. Except for any Work Orders that may have been executed by the Parties hereto prior to the execution of this Agreement, all prior Agreements, representatives, statements, negotiations, understandings and undertakings are superseded hereby.