

Marinestar Signal Subscription Order Form

CUSTOMER DETAILS:

Vessel name	
IMO	
Company name*	
Your reference	
Intended use	

* If you are a new customer, please fill out our new customer form. The form can be obtained from our order desk at marinestar@fugro.com

RECEIVER DETAILS:

Marinestar ID	
Frequency or beam to which the receiver is locked	
Brand name	
Model	

SUBSCRIPTION DETAILS:

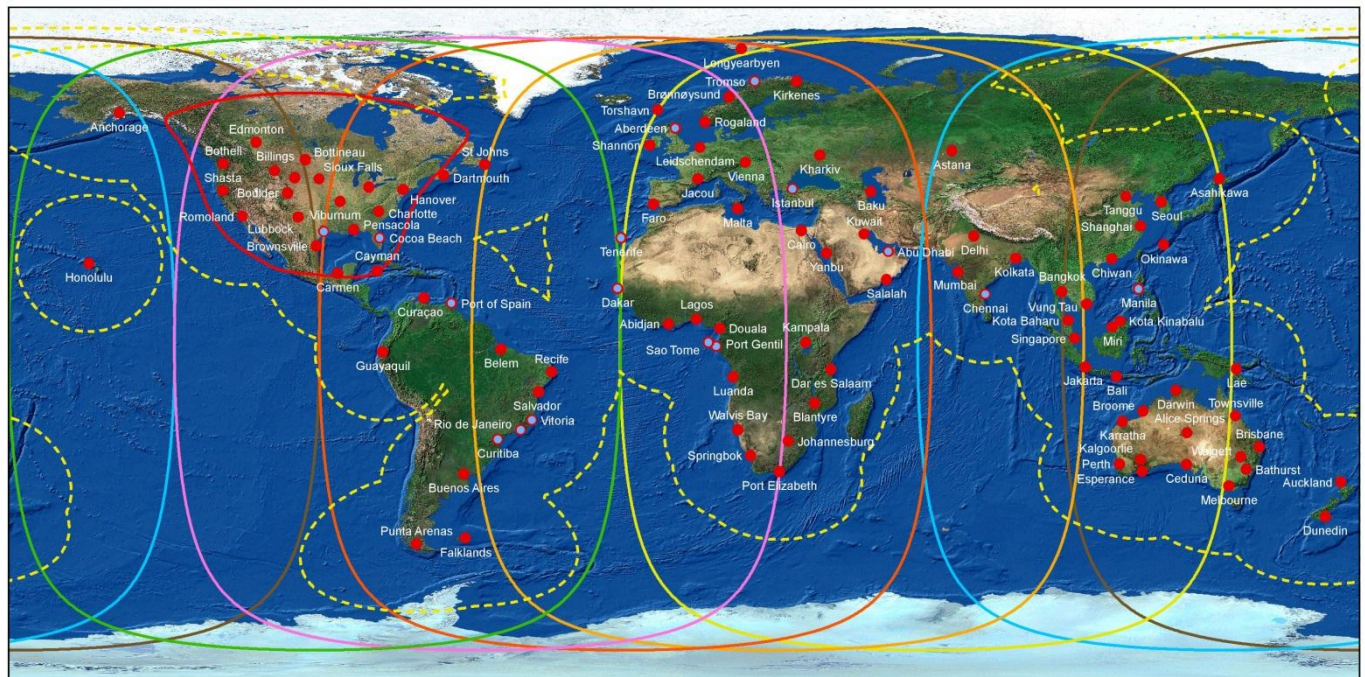
Subscription	
Period	
Region/coordinates	
Price €	
Starting date and time (UTC)*	

* Please note your receiver must be switched on with a clear view of the sky at the time of activation!

Name	
Date	
Signature*	

* By submitting the Marinestar Signal Subscription Order Form, the subscriber accepts the terms and conditions as stated in this Subscription Agreement.

Marinestar® Network GPS and GLONASS Reference Stations and Broadcast



L31340430DCBR66 November 2013

● HP/VBS Reference Stations	— ASAT	— AORW	— ESAT	— AUSAT	⬡ 2000 KM
● DGNSS Reference Stations	— MSV	— AORE	— IOR	— POR	

I. GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION AGREEMENT

- 1.1. Use of the Data Service without a current and valid Subscription Agreement is prohibited. The Subscription Agreement is solely between the Subscriber (End-user) and the Supplier (Fugro Satellite Position BV). Resale of the subscribed Data service to a third party is strictly prohibited.
- 1.2. The terms of this Agreement supersede any of the Subscriber's terms and conditions unless specifically agreed to in writing by the Supplier.
- 1.3. The Subscriber may not assign his rights or obligations under this Agreement without the written consent of the Supplier. Proviso of the Marinestar service is dependant on the prior approval by Supplier of the attached "statement of intended use".
- 1.4. The Supplier reserves the right to refuse to provide a subscription to the Data Service. Ownership or possession of a Marinestar compatible receiver does not guarantee any rights of access to the Data Service.
- 1.5. Subscription Fees for the Data Service are payable in advance or within 30 days of date of invoice depending on the terms and conditions agreed upon. Subscription renewal reminders will be sent automatically 30 days prior to the subscription expiration date and if the renewal fee is not received by the Supplier by the renewal date, the Subscription Agreement may terminate with immediate effect and without further notice.
- 1.6. The Supplier retains all title and all rights to the intellectual property in the Data Service and the data therein. All data is confidential and proprietary information owned by the Supplier and cannot be sub-licensed without the express written permission of the Supplier.
- 1.7. Use of the Data Service is at the sole risk of the Subscriber and its accuracy is not warranted for any particular purpose.
- 1.8. The Subscription Agreement and the Signal Subscription Order Form must be signed by a company authorised person. No employee, agent, or representative of either Party has authority to bind such Party by any oral representation or warranty.
- 1.9. The subscriber shall not use, export, re-export, sell or transfer, and shall not permit others to use, export, re-export, sell or transfer any satellite corrections-related products or services (provided under this agreement) in violation of any laws, regulations, or rules of any Governmental Authority of the United States or any member of the European Union. "Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) department, agency or instrumentality of a foreign or other government, including any state-owned or state controlled instrumentality of a foreign or other government, (d) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal or arbitrator), or (e) any international organizations, or any organization formed by states, governments or other international organizations, or any organization that is designated by executive order pursuant to Section 1 of the United States International Organizations Immunities Act (22 U.S.C. 288), or any international organization or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

II. TERM AND TERMINATION

- 2.1. The term or duration of the Data Service subscription (and consequently this Agreement) shall be as defined under the Subscription Details above or as otherwise agreed in writing by the Supplier. If left unspecified, the maximum term of this Agreement shall be one year from date of signature.
- 2.2. The Supplier may terminate the Data Service subscription with immediate effect and without notice if the Subscriber fails to pay the Data Service subscription fee, or is otherwise in breach of its obligations under this Agreement. The Supplier may also terminate the Data Service subscription with immediate effect and without notice if any communication satellite or satellite ground station used to provide the Data Service becomes permanently inoperative. The Supplier also reserves the right to terminate the Agreement with a notice period of 90 days if market conditions are such that provision of the Data Service is no longer commercially viable in the Licensed Territory. In the event of early termination by the Supplier, the Supplier's maximum liability shall be no greater than the repayment of an amount calculated pro-rata with respect to the pre-paid subscription fee, for any remaining part of the subscription period.
- 2.3. Except as may be prohibited by applicable law, in the event of any insolvency or inability to pay debts as they become due by the Subscriber hereto, or voluntary or involuntary bankruptcy proceedings by or against the Subscriber, or appointment of a receiver or arrangement or composition for the benefit of creditors, the Supplier may elect to cancel any unfulfilled obligations hereunder.

III. TERRITORY AND USE PROVISIO

- 3.1. This Subscription Agreement is only applicable for the Licensed Territory as defined in the Signal Subscription Order Form. If the Subscriber wishes to operate outside the Licensed Territory, the Subscriber shall obtain the Supplier's prior approval and shall pay any such additional subscription fees as may apply.
- 3.2. The Data Service will not in any circumstances be used or exported to any countries which are subject to a trade embargo by the United Nations or operated in countries where such export or operation is prohibited under the laws of the United States of America and/or EU
- 3.3. The Marinestar Data Service is meant for use in a wide range of general off- and nearshore applications. However the Marinestar service is restricted from use/ forbidden to be used in specific applications that include oil/gas (: related to marine survey, marine construction, marine seismic and cable laying markets and possible other specialized marine/offshore markets as can be specified by Fugro Satellite Position BV.) The Subscriber understands and hereby agrees that the Data Service will NOT be used in any circumstances for these applications.
- 3.4. Re-broadcast of the Data Service, unless specifically authorized by the Supplier, is prohibited.
- 3.5. The Data Service is not intended for primary navigation and the Subscriber understands and hereby agrees that the Data Service will not be used for this purpose.

IV. WARRANTY DISCLAIMER

- 4.1. The supplier makes no other warranty other than those implied by law.
- 4.2. The supplier makes no assurance of successful reception of the data service. Neither the supplier, nor any affiliate of the supplier shall be responsible to the subscriber or to any of its affiliates for lost revenues, lost profits, lost data, or other special, incidental, direct, indirect or consequential damages or loss or damage or other expense directly or indirectly arising from subscriber's, or any other party's use of or inability to use the data service or for commercial loss of any kind, nor shall any recovery against the supplier whether in contract, tort, or otherwise be greater than the amounts paid by the subscriber mentioned in the SOF.
- 4.3. The subscriber and its affiliates shall hold harmless and defend the supplier from and against any loss or damage resulting from any use of the data service by any third party not authorized by the supplier.

V. DATA SERVICE AVAILABILITY AND ACCURACY

- 5.1. The published coverage of the Data Service is approximate, and Subscribers intending to operate on the periphery of the published coverage area are advised to verify the anticipated performance with the Supplier prior to purchase.
- 5.2. The Global Positioning System (GPS) is operated by the United States Department of Defence and Glonass by the Russian government, who are solely responsible for the accuracy, daily operation, and maintenance of the satellite constellation. System accuracy may be affected by a possible Department of Defence's Selective Availability (SA) and satellite geometry.
- 5.3. Published system accuracies are dependent on the Subscriber's GPS receiver and Subscriber's location.
- 5.4. The Supplier will make all reasonable endeavours to maintain the GPS correction Data Service within the published specifications. However, Subscriber is aware that interruptions in the service may occur from time to time and therefore the availability of the Data Service is not guaranteed. The Supplier accepts no liability for the unavailability or inaccuracy of the data for whatever reason.
- 5.5. The Data Service may be interrupted, or the validity of the data affected, by local conditions such as blockage by trees and buildings or radio interference.
- 5.6. The Supplier reserves the right to make technical modifications to the Data Service. Such modifications shall not degrade the technical performance of the Data Service and where possible prior notice of any such modifications will be provided.

VI. FORCE MAJEURE

The Supplier shall be excused for any delay or failure to fulfil its obligations under the Subscription Agreement due to causes beyond its control, including but not limited to natural disasters, acts of government, labour strikes of other entities, acts of war, civil disturbances, or court order.

VII. ASSIGNMENT

This Subscription Agreement shall be binding upon the Parties' respective successors and permitted assignees. Except for assignment to a parent or a subsidiary of Subscriber existing at the time this Agreement is signed, Subscriber may not assign this Subscription Agreement or any rights or obligations under this Subscription Agreement without the prior written consent of the Supplier, and any such attempted assignment shall be void.

VIII. ENTIRE AGREEMENT

This Subscription Agreement, together with its Exhibits, if any, contains the entire understanding of the Parties and supersedes all prior written or verbal Agreements or representations. Titles and headings to sections or clauses of this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

X. SURVIVING CLAUSES

If any individual provision, or any part of any individual provision, of this Subscription Agreement is prohibited by, or is held to be invalid or unenforceable under applicable law, then such provision or part thereof will not affect any other provision (or any other parts of such individual provision) of this Subscription Agreement, and will be severed there from. The Parties will endeavour to replace any invalid or unenforceable provision or part provision contained within this Subscription Agreement with a new provision or part provision which is valid and enforceable, and which has as nearly as possible the same economic effect as the said provision which was invalid or unenforceable.

X. WAIVER

No delay or omission by the Supplier to exercise any right or power under this Subscription Agreement shall impair any such right or power or be construed as a waiver. No change or waiver of any provision of this Agreement is valid unless agreed in writing by the Supplier, save only that the Supplier may vary the Data Service specifications without the consent of the Subscriber. No waiver of any right under this Agreement by the Supplier shall be taken to constitute a subsequent waiver of that right, or of any other right, under this Agreement.

XI. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by English law and the Subscriber agrees to submit to the non-exclusive jurisdiction of the English Courts.