

NOTE: All fields required unless noted otherwise

Customer Type

New Account Complete all sections.

Existing Account Complete Sections 1, any other information that needs to be updated in other sections, and Section 16.

1. Subscriber Information

Name:	<input type="checkbox"/> Subscriber <input type="checkbox"/> Subscribing Company Contact	KVH Account No.: (if available)
Subscribing Company Name: (if applicable)		
Address:		
City:	State/Province:	
Postal/Zip Code:	Country:	
Phone No.:	Subscriber Email:	

2. Billing Representative (Rep.) Details Same as Subscriber/Subscribing Company Contact

Billing Rep. Name:	Billing Rep. Company: (if applicable)
Billing Rep. Address:	Billing Rep. Email:
City:	State/Province:
Postal/Zip Code:	Country:
Phone No.:	Fax No.:

3. Payment Method

Credit Card (Cards Accepted: Mastercard, Visa, American Express, Discover)

Primary Credit Card No.:	Exp. Date:
Secondary Credit Card No.:	Exp. Date:

Commercial Account Terms

Use Existing Commercial Account Request Credit Terms
(Subject to credit check and approval; allow an additional 72 hours to process. Download [Customer Credit Application](#))

4. Invoice Type (applicable to fleet accounts only)

Single Invoice (All Systems) Individual Invoices per System Individual Invoices per System and a Fleet Summary Invoice

5. Authorized Representatives (to authorize additional representatives for this account, submit the "Additional Authorized Representatives Form")

1. Primary: <input type="checkbox"/> Same as Billing Rep. <input type="checkbox"/> Fleet-wide <input type="checkbox"/> System only	2. Secondary: <input type="checkbox"/> Same as Billing Rep. <input type="checkbox"/> Fleet-wide <input type="checkbox"/> System only
Name:	Name:
Email:	Email:
Phone No.:	Phone No.:
Title:	Title:
Company: (if applicable)	Company: (if applicable)

Authorized Representatives Permissions - Authorized Representatives listed on this form have permission to act on the subscriber's or subscribing company's behalf with respect to the account, with permission to receive account information, and make changes to the account. Such activities may include:

- Request and agree to terms of new, or changes in, subscription rate plans, packages, channels, and/or operations content
- Request information regarding billing and usage details
- Request data usage monitoring alert
- Act on billing matters
- Request password for KVH airtime e-bill portal
- Request service suspension
- Request termination of contract

NOTE: All fields required unless noted otherwise

6. System Support Contact (individual responsible for system)

Name: _____ Phone No.: _____

Email: _____

Title: Owner Fleet Manager IT Manager Captain Other:

Optional: (with new accounts: must be completed by subscriber/subscribing company contact only)

I allow the "System Support Contact" listed above to also serve as an **Authorized Representative** on my account, and to act on my behalf with respect to the Permissions listed in Section 5.

7. Dealer/Distributor Information

Dealer/Distributor Name: _____ Contact Person: _____

Contact Email: _____ Phone No.: _____

8. Fill out the Section that Applies to your Installation Type

Vessel Information

Vessel Name: _____

Flag: _____

Radio Call Sign: _____

Vessel Length: *(required for leisure vessels)* _____

MMSI: _____

IMO Registration No.: *(required for commercial and military/government vessels and yachts over 500 GT)* _____

Onboard Contact

A person, position, or department (Captain, Vessel Superintendent, Crew Manager, etc.) that can be contacted in the event that KVH needs to reach the vessel for a technical, service, or administrative issue.

Same as System Support Contact in Section 6

Name: _____

Email: _____

Phone: _____

Job Function: *(check all that apply)*

Captain Crew Manager

IT Manager Operations Manager

Other _____

Vessel Application Type

Commercial	Leisure	Military/Government
<input type="checkbox"/> Bulk Carrier	<input type="checkbox"/> Sail Boat/Yacht	<input type="checkbox"/> Government
<input type="checkbox"/> Dry Cargo	<input type="checkbox"/> Power Boat/Yacht:	<input type="checkbox"/> Homeland Security
<input type="checkbox"/> Fishing	If <80 ft (24 m):	<input type="checkbox"/> Emergency Mgmt
<input type="checkbox"/> Inland Waterways	<input type="checkbox"/> Cruiser	<input type="checkbox"/> Scientific Research
<input type="checkbox"/> Non-ship Structure	<input type="checkbox"/> Houseboat	<input type="checkbox"/> Other
<input type="checkbox"/> Non-propelled	<input type="checkbox"/> Sportfishing	<input type="checkbox"/> Military
<input type="checkbox"/> Offshore	<input type="checkbox"/> Trawler	<input type="checkbox"/> NGO
<input type="checkbox"/> Passenger: Cruise Ship/Ocean Liner	<input type="checkbox"/> Check if boat/yacht is chartered	<input type="checkbox"/> Other
<input type="checkbox"/> Passenger: Ferry (cargo and passengers)		
<input type="checkbox"/> Tankers		
<input type="checkbox"/> Miscellaneous		

Vehicle Information

Vehicle Make: *(if applicable)* _____

Vehicle Model: *(if applicable)* _____

Country of Registration: *(include state/province if U.S.A. or Canada)* _____

Vehicle/Land Application Type

Commercial	Military/Government
<input type="checkbox"/> Mining	<input type="checkbox"/> Government
<input type="checkbox"/> Oil & Gas	<input type="checkbox"/> Emergency Services
<input type="checkbox"/> Satellite News Gathering	<input type="checkbox"/> Homeland Security
<input type="checkbox"/> Other	<input type="checkbox"/> Other
	<input type="checkbox"/> Military
	<input type="checkbox"/> NGO
	<input type="checkbox"/> Other

NOTE: All fields in chosen product are required unless noted otherwise

9a. System Hardware Information *(select your product)*

TracPhone V11IP/V11 *Select a rate plan in section 10a*

<input type="checkbox"/> TracPhone V11IP (w/ICM)	<input type="checkbox"/> TracPhone V11 (w/CommBox-ACU)
Antenna Serial No.:	Antenna Serial No.:
ICM Serial No.:	ViaSat Modem Serial No.:
	CommBox-ACU Serial No.:

TracPhone V7IP/V7 *Select a rate plan in section 10a*

<input type="checkbox"/> TracPhone V7IP (w/ICM)	<input type="checkbox"/> TracPhone V7IP (w/CommBox-ACU)	<input type="checkbox"/> TracPhone V7
Antenna Serial No.:	Antenna Serial No.:	Antenna Serial No.:
ICM Serial No.:	ViaSat Modem Serial No.:	ViaSat Modem Serial No.:
	CommBox-ACU Serial No.:	Antenna Control Unit Serial No.:
		MTA/VoIP Router Serial No.:
		VoIP Mac Address:
		Remote Support Module ID:

TracPhone V3IP/V3 *Select a rate plan in section 10b*

<input type="checkbox"/> TracPhone V3IP (w/ICM)	<input type="checkbox"/> TracPhone V3IP/Iridium Pilot System Bundle	<input type="checkbox"/> TracPhone V3
Antenna Serial No.:	V3IP Antenna Serial No.:	Antenna Serial No.:
ICM Serial No.:	V3IP ICM Serial No.:	ViaSat Modem Serial No.:
	Pilot SIM Card No.:	Antenna Control Unit Serial No.:
	8988169 _____	MTA/VoIP Router Serial No.:
	Pilot IMEI No.:	VoIP Mac Address:
	300 _____	
	Pilot Firmware Version:	

9b. Optional Hardware Information *(fill out all applicable sections)*

<input type="checkbox"/> Iridium Pilot <i>(for Backup)</i>	<input type="checkbox"/> CommBox <i>Select plan in Section 13</i>
Pilot SIM Card No.:	Serial No.: <i>(if known)</i>
8988169 _____	
Pilot IMEI No.:	
300 _____	
Pilot Firmware Version:	

NOTE: All fields required unless noted otherwise

TracPhone V11IP/V11 & V7IP/V7 Rate Plans

10a. Select a Rate Plan with Enhanced Voice Service *(select one plan)*

No Rate Plan *IP-MobileCast Only* *(submit Worksheet A - IP-MobileCast Activation Order)*

Open Rate Plans *(data + 2 available phone lines)*

PLAN	\$/MONTH	SHORE-TO-SHIP DATA RATES	SHIP-TO-SHORE DATA RATES	MB/MONTH	\$/MB OVER PLAN
<input type="checkbox"/> OP2K	\$799	V11IP/V11: 4 Mbps V7IP/V7: 3 Mbps	V11IP/V11: 1 Mbps V7IP/V7: 512 Kbps	2,000	\$0.40
<input type="checkbox"/> OP5K	\$999			5,000	\$0.20
<input type="checkbox"/> OP10K	\$1,799			10,000	\$0.18
<input type="checkbox"/> OP20K	\$2,999			20,000	\$0.15
<input type="checkbox"/> OP40K	\$4,799			40,000	\$0.12
<input type="checkbox"/> <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Terms

- Outgoing calls and faxes are subject to long distance charges. See the "TracPhone V11IP/V11 & V7IP/V7 – Enhanced Voice Service – Unrestricted and Fixed Plans Long Distance Rate Sheet."
- \$100 activation fee applies.
- KVH offers first voice line at no charge and second voice line at \$20/month. KVH-assigned voice line phone numbers for either line are provided at no charge. User-specified voice line phone numbers for either line are \$20/month.
- Subject to a \$29/mo. service fee for remote diagnostics and monitoring service.
- Contract term automatically renews on an annual basis.

Metered Rate Plans *(data + 2 available phone lines)*

PLAN	\$/MONTH	SHORE-TO-SHIP DATA RATES	SHIP-TO-SHORE DATA RATES	MB/MONTH	\$/MB OVER PLAN
<input type="checkbox"/> M50	\$49	V11IP/V11: 4 Mbps V7IP/V7: 3 Mbps	V11IP/V11: 1 Mbps V7IP/V7: 512 Kbps	50	\$1.99
<input type="checkbox"/> M250	\$249			250	\$1.99
<input type="checkbox"/> M500	\$499			500	\$1.99
<input type="checkbox"/> M2000	\$999			2,000	\$0.49
<input type="checkbox"/> <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Terms

- Both incoming and outgoing calls and faxes are charged at \$0.49/minute. A few select countries and satellite phone services are blocked. Contact KVH Airtime Services for special rates for these areas/services.
- \$100 activation fee applies.
- KVH offers first voice line at no charge and second voice line at \$20/month. KVH-assigned voice line phone numbers for either line are provided at no charge. User-specified voice line phone numbers for either line are \$20/month.
- Subject to a \$29/mo. service fee for remote diagnostics and monitoring service.
- Contract term automatically renews on an annual basis.

Fixed Rate Plans *(data + 2 available phone lines)*

1. Select Your Plan:

PLAN	\$/MONTH	SHORE-TO-SHIP DATA RATES	SHIP-TO-SHORE DATA RATES	MB/MONTH
<input type="checkbox"/> FX1	\$1,199	128 Kbps	64 Kbps	5,000
<input type="checkbox"/> FX2	\$1,999	256 Kbps	64 Kbps	10,000
<input type="checkbox"/> FX3	\$2,999	512 Kbps	128 Kbps	15,000
<input type="checkbox"/> FX4	\$4,999	1 Mbps	256 Kbps	25,000
<input type="checkbox"/> FX5	\$7,999	2 Mbps	512 Kbps	40,000
<input type="checkbox"/> FX6	\$15,999	2 Mbps	512 Kbps	80,000
<input type="checkbox"/> <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Terms

- Election of either a monthly or 2-hour Bandwidth Management Control (BMC) interval is mandatory. BMC initiates a temporary speed reduction when data usage exceeds the MB allowance associated with the selected plan for the selected interval. Plan speed is restored at the beginning of the following month or 2-hour interval, as elected.
- Outgoing calls and faxes are subject to long distance charges. See the "TracPhone V11IP/V11 & V7IP/V7 – Enhanced Voice Service – Unrestricted and Fixed Plans Long Distance Rate Sheet."
- \$100 activation fee applies.
- KVH offers first voice line at no charge and second voice line at \$20/month. KVH-assigned voice line phone numbers for either line are provided at no charge. User-specified voice line phone numbers for either line are \$20/month.
- Subject to a \$29/mo. service fee for remote diagnostics and monitoring service.
- Contract term automatically renews on an annual basis.

2. Select Bandwidth Management Control (BMC) Interval: *(MUST select one)*

Monthly

2-hour *(calculated by dividing the monthly MB plan allotment by 30 days, then by 12 intervals per day)*

NOTE: All fields required unless noted otherwise

TracPhone V3IP/V3 Rate Plans

10b. Select a Rate Plan with Enhanced Voice Service *(select one plan)*

No Rate Plan IP-MobileCast Only *(submit Worksheet A - IP-MobileCast Activation Order)*

Metered Rate Plans *(data + 1 available phone line)*

PLAN	\$/MONTH	SHORE-TO-SHIP DATA RATES	SHIP-TO-SHORE DATA RATES	MB/MONTH	\$/MB OVER PLAN
<input type="checkbox"/> M50	\$49	2 Mbps	128 Kbps	50	\$1.99
<input type="checkbox"/> M250	\$249			250	\$1.99
<input type="checkbox"/> M500	\$499			500	\$1.99
<input type="checkbox"/> M2000	\$999			2,000	\$0.49
<input type="checkbox"/>					

Terms

- Both incoming and outgoing calls and faxes are charged at \$0.49/minute. A few select countries and satellite phone services are blocked. Contact KVH Airtime Services for special rates for these areas/ services.
- \$100 activation fee applies.
- KVH offers voice line at no charge. KVH-assigned voice line phone number is provided at no charge. User-specified voice line phone number is \$20/month.
- Contract term automatically renews on an annual basis.

mini-VSAT Broadband/Iridium OpenPort Bundle Rate Plans

TracPhone V3IP/Iridium Pilot Bundle *(V3IP: data + 1 available phone line/Pilot: data + 2 available phone lines)*

PLAN	\$/MONTH	MB/MONTH	\$/MB OVER PLAN
<input type="checkbox"/> MVB/OPENPT-1000-12 <i>(purchased hardware only)</i>	\$995	1000 MB	\$1.49
<input type="checkbox"/> MVB/OPENPT-1000-36 <i>(requires a 36-month airtime contract)</i>	\$825	1000 MB	\$1.49
<input type="checkbox"/> MVB/OPENPT-250-12 <i>(purchased hardware only)</i>	\$495	250 MB	\$1.99
<input type="checkbox"/> MVB/OPENPT-250-36 <i>(requires a 36-month airtime contract)</i>	\$325	250 MB	\$1.99

General Terms

- MB charges apply to both mini-VSAT Broadband and Iridium OpenPort service and either service can be applied to the monthly allotment. Plan changes are not permitted.
- \$100 activation fee applies.
- Contract term automatically renews on an annual basis.

mini-VSAT Broadband Service Terms

- Both incoming and outgoing calls and faxes are charged at \$0.49/minute. A few select countries and satellite phone services are blocked. Contact KVH Airtime Services for special rates for these areas/ services.
- KVH offers voice line at no charge. KVH-assigned voice line phone number is provided at no charge. User-specified voice line phone number is \$20/month.

Iridium OpenPort Service Terms

- Incoming calls are not charged to vessel. Outgoing calls are charged at \$0.49/minute.
- Calls to other satellite networks are \$9.99/minute.
- In order to operate within Russia, Iridium devices must be registered with Iridium's Russian affiliate (Iridium Communications OOO). Users may register their Iridium SIM card at www.iridium-russia.com

NOTE: All fields required unless noted otherwise

11. mini-VSAT Broadband Voice Lines

5 virtual local phone numbers available per line; subject to availability and in-country regulations.

Line No. 1		
VOICE LINE OPTIONS (select one)	\$/MONTH	
<input type="checkbox"/> KVH-assigned Voice Line Phone Number	FREE	
OR		
<input type="checkbox"/> User-specified Voice Line Phone Number:	\$20	
<input type="text" value="COUNTRY"/>	<input type="text" value="AREA/CITY CODE"/>	
Add Virtual Local Phone Numbers: (incoming calls only)		
COUNTRY	AREA/CITY CODE	\$/MONTH
		\$20
		\$20
		\$20
		\$20
		\$20

Line No. 2 <small>IMPORTANT! Not available for TracPhone V3iP</small>		
VOICE LINE OPTIONS (select one)	\$/MONTH	
<input type="checkbox"/> KVH-assigned Voice Line Phone Number	\$20	
OR		
<input type="checkbox"/> User-specified Voice Line Phone Number:	\$40	
<input type="text" value="COUNTRY"/>	<input type="text" value="AREA/CITY CODE"/>	
Add Virtual Local Phone Numbers: (incoming calls only)		
COUNTRY	AREA/CITY CODE	\$/MONTH
		\$20
		\$20
		\$20
		\$20
		\$20

12. Select a OneCare Technical Assistance Package (MUST select one) Visit www.kvh.com/onecare for more details.

1. Select Your Plan:

- Standard Package:** \$19/mo. per vessel (not available for TracPhone Product Integrated Solutions)
- Premium Package** \$49/mo. per vessel (fill out section 2)
- Global Package** \$99/mo. per vessel (fill out section 2)

2. For Premium and Global Packages, fill out equipment to be covered:

Enter information on products installed with the KVH mini-VSAT Broadband TracPhone V_{IP}/V-series terminal ("TracPhone Product Integrated Solution") to elect coverage for such products under the Premium or Global Technical Assistance Package.

TracPhone Product Integrated Solution Information		
IP-MobileCast	Media Server Serial Number	Set-top Box Serial Number (if applicable)
<input type="checkbox"/> IP-MobileCast Media Server <input type="checkbox"/> Commercial <input type="checkbox"/> Superyacht		
TracPhone Fleet One & FleetBroadband	Antenna Serial Number	SIM Card Number
<input type="checkbox"/> TracPhone Fleet One <input type="checkbox"/> FB150 <input type="checkbox"/> FB250 <input type="checkbox"/> FB500		
TracVision TV-series	Antenna Serial Number	TV-Hub Serial Number
<input type="checkbox"/> TracVision TV1 <input type="checkbox"/> TV3 <input type="checkbox"/> TV5 <input type="checkbox"/> TV6 <input type="checkbox"/> TV8		
TracVision HD-series	Antenna Serial Number	ACU Serial Number
<input type="checkbox"/> TracVision HD7 <input type="checkbox"/> HD11		
Third-Party/Other Equipment Sold by KVH	Antenna Serial Number	Other ID if applicable
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

13. Select Optional Services

- IP-MobileCast Services:** Submit [Worksheet A - IP-MobileCast Activation Order](#) Media Server Serial No.:
- Extended Warranty Period Option** Submit [Worksheet B - KVH OneCare Extended Warranty Period Option Order Form](#)
- Global Static IP Service:** \$29/mo. per IP address - Submit request via www.kvh.com/staticip, \$149 setup fee applies
- UCH-250 Fax Server Plan:** \$45/mo. Fax Server ID No.:

NOTE: All fields required unless noted otherwise

14. Select Optional Plans

Iridium OpenPort Backup Plans

Available as a secondary system to any mini-VSAT Broadband system. Select your mini-VSAT Broadband plan, then select your Iridium Backup Plan below.

PLAN	\$/MONTH	MB/MONTH	\$/MB OVER PLAN	OUTGOING CALLS/MIN.
<input type="checkbox"/> PILOT-0	\$69	0	\$12.99	\$1.49
<input type="checkbox"/> PILOT-200	\$395	200	\$1.99	\$0.49

Terms

- \$100 activation fee applies.
- Available as backup to mini-VSAT Broadband service only.
- Calls to other satellite networks are \$9.99/minute.
- Incoming calls are not charged to vessel.
- In order to operate within Russia, Iridium devices must be registered with Iridium's Russian affiliate (Iridium Communications OOO). Users may register their Iridium SIM card at www.iridium-russia.com

CommBox

CommBox Software: (select one)

PLAN	\$/MONTH
<input type="checkbox"/> Standard Bundle	\$95
<input type="checkbox"/> Enterprise Bundle	\$195

CommBox Hub: (select one if applicable, required for Enterprise)

PLAN	\$/MONTH
<input type="checkbox"/> KVH Hosted Hub	\$35
<input type="checkbox"/> CommBox Private Hub	\$10

Terms

- \$200 system setup fee applies
- CommBox features shall be enabled within seven (7) days from activation date
- CommBox software shall be subject to KVH's CommBox Software Maintenance Support Subscription conditions (visit www.kvh.com/commboxservices to download)

15. Contract Details

Term of Contract:

- Purchased Hardware: 12-month (during initial term, suspension is not permitted)
 24-month (during initial term, suspension is permitted for 1-month increments for no more than 3 months every 12 months of service)
 Other _____ (minimum contract term is 12 months)

Leased Hardware: Term of the Airtime Contract must be concurrent with, and extend to, the end of the lease period. _____ months

16. Service Start Date

Requested Service Start Date: *Note: If this field is left blank, activation, service and billing will commence as soon as your order is processed.*

Promotion Code: (if applicable) Customer Code: (if applicable)

Pre-activation Date: (for KVH use only) Initials:

17. Signature

New Account If this is a new account, this section must be completed by the Subscriber/Subscribing Company Contact in Section 1.

Existing Account If adding to an existing account, this section must be completed by a:
 Check Signee Role: Subscriber/Subscribing Company Contact OR Authorized Representative

Name: (print) Date:

Signature:

Your signature indicates that you have read, understand, and accept the terms and conditions of the attached KVH Airtime and OneCare Technical Assistance End User Agreement (the "Agreement"), and that you have full right, power, and proper authority to either (i) enter into the Agreement as Subscriber, or (ii) act for and enter into the Agreement on behalf of Subscriber with respect to Subscriber's rights and obligations under the Agreement. Allow UP TO two business days to process this activation order.

Fax/email this completed order, including the attached KVH Airtime and OneCare Technical Assistance End User Agreement and any other orders required for the purchase of optional services or plans to the KVH Airtime Group:

satelliteservices@kvh.com
Fax: +1 401 851-3823

NOTE: All fields required unless noted otherwise

Superyachts and Charter Yachts/Boats, complete this page

Commercial Maritime Vessels, complete Section 1b.

1a. Select Entertainment Programming Media Server Required (Enter Media Server serial number in Section 13)

TracPhone V11IP, V11, V7IP, V7

The Superyacht Core Package is required and comes preloaded on the Media Server

Superyacht Entertainment Core Package		Media Server Required	Monthly Fee	One-time Fee
MOVIElink	Your library will start with 150 titles and grow monthly as new titles are added.	✓	<input type="checkbox"/> \$295	X
TVlink	Starting from a base of 750 episodes, your library will grow monthly as new titles are added.			
NEWSlink PRINT	67 national editions in 22 languages with the latest news, sports, business, and entertainment plus 14 special interest papers.			
MUSIClink	19 different music genres, each with over 24 hours of tracks.			

Select Optional Channels

Superyacht Entertainment Channel		Monthly Fee	One-time Fee
NEWSlink TV	14 channels of national news in local languages from countries around the world and 4 channels of international news in English.	<input type="checkbox"/> \$99	X
SPORTSlink	Game highlights, analysis, interviews, plays of the week, and more. Updated continually, in English, covering global sports.	<input type="checkbox"/> \$99	
Special Event Channels			
SPORTSlink SPECIAL EVENT	Check www.ipmobilecast.com/superyachts for upcoming events.	X	TBA

	Monthly Fee	One-time Fee
+ IP-MobileCast Entertainment Service Activation Fee	X	\$50

Terms:

- Available to chartered yachts only.
- Requires a TracPhone V11IP/V11 or V7IP/V7 antenna system; not available for TracPhone V3IP/V3.
- MOVIElink and TVlink programming: unlimited onboard viewing; SD quality.
- Certain Packages, Channels, pricing and offers are subject to change and may not be available or may vary for certain markets and vessel types. Additional restrictions may apply. Contact KVH Sales for details.
- Contract term automatically renews on an annual basis.

NOTE: All fields required unless noted otherwise

Commercial Maritime Vessels, complete this page

Superyachts & Charter Yachts/Boats, complete Section 1a.

1b. Select Entertainment Programming

TracPhone V3IP, V3

Package		Media Server Required	Monthly Fee	One-time Fee
Bronze	10 movies and 10 TV shows per month, and 60+ newspapers daily.	✓	<input type="checkbox"/> \$295	
+ Starter Kit <small>Required for all Packages</small>	10 movies, 100 hours of TV, and 19 channels of music pre-loaded on the Media Server so you can start enjoying content from day one on your vessel.	✓	+ →	<input type="checkbox"/> \$295
Independent Channels[†] <i>May be purchased with or without a Package.</i>				
NEWSlinkSM PRINT	67 national editions in 22 languages with the latest news, sports, business, and entertainment plus 14 special interest papers.		<input type="checkbox"/> \$49	X
Special Event Channels <i>Requires a subscription to any Package or Independent Channel.</i>				
SPORTSlinkSM SPECIAL EVENT	Check www.ipmobilecast.com for upcoming events.		X	TBA

TracPhone V11IP, V11, V7IP, V7

Packages		Media Server Required	Monthly Fee	One-time Fee
Bronze	10 movies and 10 TV shows per month, and 60+ newspapers daily.	✓	<input type="checkbox"/> \$295	
Silver	15 movies and 20 TV shows per month, 19 channels of music, and 60+ newspapers daily.	✓	<input type="checkbox"/> \$495	
Gold	20 movies and 30 TV shows per month, 19 channels of music, and 60+ newspapers daily.	✓	<input type="checkbox"/> \$695	
Platinum	The Gold Package, plus Independent Channels.	✓	<input type="checkbox"/> \$1,195	
+ Starter Kit <small>Required for all Packages</small>	10 movies, 100 hours of TV, and 19 channels of music pre-loaded on the Media Server so you can start enjoying content from day one on your vessel.	✓	+ →	<input type="checkbox"/> \$295
Independent Channels[†] <i>May be purchased with or without a Package. These channels are included with purchase of Platinum Package.</i>				
NEWSlinkSM PRINT	67 national editions in 22 languages with the latest news, sports, business, and entertainment plus 14 special interest papers.		<input type="checkbox"/> \$49	X
NEWSlinkSM TV	12 channels of national news in local languages from countries around the world and 4 channels of international news in English.		<input type="checkbox"/> \$99	
	Premium Channel: CNN. Hours of highlights daily.		<input type="checkbox"/> \$195	
	Premium Channel: BBC News. Hours of highlights daily.		<input type="checkbox"/> \$195	
SPORTSlinkSM	All the latest from sports around the world with highlights, news, and interviews covering top football like the English Premiere League, basketball, boxing, cricket and more.		<input type="checkbox"/> \$99	
Special Event Channels <i>Requires a subscription to any Package or Independent Channel.</i>				
SPORTSlinkSM SPECIAL EVENT	Check www.ipmobilecast.com for upcoming events.		X	TBA

[†] Media Server is required for TracPhone V3 and V7 only

	Monthly Fee	One-time Fee
+ IP-MobileCast Entertainment Service Activation Fee	X	\$50

Terms:

- Monthly Package and Channel subscription fees are based on vessels with 50 or less individuals onboard at any one time. For vessels with more than 50 individuals onboard, additional content subscription fees will apply; contact KVH for pricing.
- For more than 100 personal devices onboard a vessel, contact KVH for pricing.
- Certain Packages, Channels, pricing, and offers are subject to change and may not be available or may vary for certain markets and vessel types. Additional restrictions may apply. Contact KVH's Sales Team for details.
- Contract term automatically renews on an annual basis.

All prices are in \$USD and do not include any taxes or fees that may apply.

NOTE: All fields required unless noted otherwise

2. Select **Optional** Training Package

Package		Media Server Required	Monthly Fee	One-time Activation Fee	
TRAININGlink BTP	TRAININGlink – Videotel Basic Training Package	20 essential videos on seamanship.	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$195	<input type="checkbox"/> \$50

Terms:

- For use on all types of commercial, leisure, and military vessels.
- Not available for TracPhone V3iP/V3 antenna systems in Superyachts and Charter Yachts/Boats applications.
- Operations content and pricing are subject to change. Additional restrictions may apply.
- Contract term automatically renews on an annual basis.

3. Viewing Options

Complete this section **ONLY** if your selected programming requires a Media Server

Select number of personal devices that will be used to access content onboard.

Device Licenses		Monthly Fee
Personal Devices	For iPads, iPhones, Android phones/tablets, Macs and PCs. <i>Note: Do not include Set-top Boxes in device count.</i>	<input type="checkbox"/> \$49 up to 25 devices
		<input type="checkbox"/> \$98 up to 50 devices
		<input type="checkbox"/> \$147 up to 75 devices
		<input type="checkbox"/> \$196 up to 100 devices

Set-top Boxes	No. of Set-top Boxes
Indicate how many KVH Set-top Boxes will be used on vessel. Must be at least "1" if no personal device license package is selected.	<input style="width: 100px; height: 30px;" type="text"/>

4. Select **Optional** Operations Data Services

Services			Monthly Fee	One-time Activation Fee
FORECASTlink	FORECASTlink for AWT BVS 7	Weather data files delivered to your vessel 4 times per day. BVS 7 updates immediately upon release. (Requires BVS 7 license and subscription from AWT.)	<input type="checkbox"/> \$0	<input type="checkbox"/> \$50
CHARTlink	CHARTlink for Jeppesen PRIMAR ECDIS	Entire updated global chart databases delivered to your vessel weekly. (Requires chart licenses from Jeppesen.)	<input type="checkbox"/> \$49	<input type="checkbox"/> \$50
	CHARTlink for Jeppesen ENCService		<input type="checkbox"/> \$49	<input type="checkbox"/> \$50
	CHARTlink for Jeppesen Professional+		<input type="checkbox"/> \$49	<input type="checkbox"/> \$50
TRAININGlink	TRAININGlink for Videotel VOD/NVOD G2 updates	Training program updates delivered to your vessel immediately upon release. (Requires VOD/NVOD license and subscription from Videotel.)	<input type="checkbox"/> \$0	<input type="checkbox"/> \$50

Terms:

- For use on all types of commercial, leisure, and military vessels.
- IP-MobileCast Operations Data Services do not require a KVH Media Server. However, some older TracPhone V-series systems may require the KVH Media Server to receive any IP-MobileCast content. Contact KVH's Sales Team for a review of your system's configuration and suitability for receiving IP-MobileCast content.
- Operations content and pricing are subject to change. Additional restrictions may apply.
- Contract term automatically renews on an annual basis.

NOTE: All fields required unless noted otherwise

5. Contract Details

Term of Contract:

Purchased Hardware: 12-month
 Other _____ (minimum contract term is 12 months. If subscribing to Operations Data Services ONLY, no minimum contract is required.)

Leased Hardware: Term of the IP-MobileCast subscription must be concurrent with, and extend to, the end of the lease period _____ months

6. Service Start Date

Requested Service Start Date:

Note: If this field is left blank, activation, service and billing will commence as soon as your order is processed.

Promotion Code: (if applicable)

Customer Code: (if applicable)

Pre-activation Date: (for KVH use only)

Initials:

NOTE: All fields required unless noted otherwise

Subscriber/Company:

KVH Account No.: (if available)

Select Extended Warranty Period Option:* 1-year 2-year 3-year

*Terms of "KVH's OneCare 2-Year/2-Year Limited Warranty Statement with Extended Warranty Option" apply.

1. Select your product(s)

mini-VSAT Broadband Satellite Communications Antenna Systems

Product	Antenna Serial Number	ICM Serial Number	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/> TracPhone® V3IP			\$1,135	\$1,420
<input type="checkbox"/> TracPhone V3IP/ Iridium Pilot System Bundle			\$1,500	\$1,875
<input type="checkbox"/> TracPhone V7IP			\$2,400	\$3,000
<input type="checkbox"/> TracPhone V11IP			\$5,000	\$6,250

2. Select products installed with the KVH mini-VSAT Broadband TracPhone V/V-IP terminal ("TracPhone Product Integrated Solution") to elect extended warranty period for such products under the Premium or Global Technical Assistance Package.

IP-MobileCast™ Accessories

Product	Media Server Serial Number	Set-top Box Serial Number (if applicable)	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/> IP-MobileCast Commercial Maritime Media Server			\$265	\$330
<input type="checkbox"/> IP-MobileCast Superyacht Media Server			\$465	\$580

Inmarsat Fleet One and FleetBroadband Satellite Communications Antenna Systems

Product	Antenna Serial Number	SIM Card Number	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/> TracPhone Fleet One			\$335	\$420
<input type="checkbox"/> TracPhone FB150			\$500	\$625
<input type="checkbox"/> TracPhone FB250			\$865	\$1,080
<input type="checkbox"/> TracPhone FB500			\$1,335	\$1,670

TracVision® Marine Systems

Product	Antenna Serial Number	Hub Serial Number	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/> TracVision TV1			\$185	\$230
<input type="checkbox"/> TracVision TV3			\$260	\$325
<input type="checkbox"/> TracVision TV5			\$385	\$480
<input type="checkbox"/> TracVision TV6			\$615	\$770
<input type="checkbox"/> TracVision TV8			\$1,000	\$1,250

Product	Antenna Serial Number	ACU Serial Number	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/> TracVision HD7			\$900	\$1,125
<input type="checkbox"/> TracVision HD11			\$2,000	\$2,500

NOTE: All fields required unless noted otherwise

3. Third-party Equipment Sold by KVH

Product	Serial Number	Additional ID Number	Extended Warranty Cost per Year* (USD)	
			Up to 30 days from Activation	After 30 days from Activation
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

4. Submit Proof of Purchase for all selected products in Sections 2 and 3.

(i.e., copy of purchase receipt, order acknowledgement, etc.)

Scan or copy and submit with this order.

INTRODUCTION1. Introduction.

The terms and conditions of this KVH Airtime and OneCare Technical Assistance End User Agreement (“**Agreement**”) apply to any and all Airtime Services and OneCare Technical Assistance Packages made available by KVH Industries, Inc., including any of its wholly owned subsidiaries (“**KVH**”). This is a contract between KVH and you as a subscriber (“**Subscriber**”) of one or more KVH Airtime Service and/or OneCare Technical Assistance Package (individually and together, the “**Services**”).

2. Agreement Content.

By purchasing Services from KVH, Subscriber agrees to abide by the terms and conditions of this Agreement and the terms of the Activation Order, applicable pricing plan and/or rate sheets associated with the particular Services selected by Subscriber on the Activation Order. KVH shall not be bound by Subscriber’s terms and conditions in Subscriber’s purchase order with Service Providers or elsewhere.

3. Service Description.

An “**Airtime Service**” may consist of any form of communications service or content, such as Internet access, voice, data, software, facsimile, programming, and video supplied by KVH and its Service Providers. The Airtime Service may also consist of a Voice over Internet Protocol (“**VoIP**”) service supplied by KVH (“**VoIP Service**”), but excludes VoIP services provided by third parties, which are prohibited by the terms of this Agreement. KVH also provides a cellular roaming service, which is made available through a third party Service Provider under a separate contract and is not a part of the Airtime Service. KVH may supply the Airtime Service to Subscribers using networks and communications content of various Service Provider(s).

A “**OneCare Technical Assistance Package**” (i) may consist of one of three levels of subscription-based operational support services, including Standard Technical Assistance, Premium Technical Assistance, and Global Technical Assistance, and (ii) is required to be purchased in connection with Airtime Services for all Eligible Products. “**Eligible Products**” shall mean with respect to Standard Technical Assistance, stand-alone KVH mini-VSAT Broadband TracPhone V/V-IP terminals and with respect to Premium and Global Technical Assistance stand-alone KVH mini-VSAT Broadband TracPhone V/V-IP terminals or KVH mini-VSAT Broadband TracPhone Product Integrated Solutions. “**KVH mini-VSAT Broadband TracPhone Product Integrated Solution**” shall mean the KVH mini-VSAT Broadband TracPhone V/V-IP terminal installed with any of the following: KVH TracPhone FleetBroadband antenna system, KVH TracPhone Fleet One antenna system, TracVision marine satellite television antenna system, IP-MobileCast media servers or third party equipment sold by KVH. Standard Technical Assistance is not available for KVH mini-VSAT Broadband TracPhone Product Integrated Solutions. The OneCare Technical Assistance Package may be supplemented with additional non-subscription support services, including OneCare Application Engineering, OneCare Solution Deployment, and OneCare Preventative Maintenance (“**OneCare Professional Services**”). The OneCare Professional Services are not automatically included in the OneCare Technical Assistance Package and are governed by KVH’s Professional Services Terms and Conditions, and not by this Agreement.

4. Definitions.

In this Agreement, capitalized terms have the meanings given to them when they are first used or the meanings given to them in this Section 4 (Definitions). “**Activation Order**” means the form Subscriber completes, signs and submits to order Services from KVH. “**Service Provider**” means any third party provider of networks, communications services, or support services used by KVH to provide the Services, including satellite and gateway services, and related terrestrial networks, and includes the affiliates, resellers and agents of such third parties.

SUBSCRIBER’S ACCOUNT5. Subscriber Representations.

Subscriber represents to KVH that: (a) Subscriber or the person executing this Agreement on behalf of Subscriber is over the age of eighteen (18) years and has the power and authority to enter into and perform Subscriber’s obligations under this Agreement; (b) Subscriber will comply with all terms and conditions of this Agreement and the terms of the Activation Order, applicable pricing plan and/or rate sheets associated with the particular Services selected by Subscriber; (c) all information provided by Subscriber to KVH on the Activation Order or elsewhere is truthful, accurate and complete; and (d) Subscriber will notify KVH promptly of any changes in such information.

6. Security Deposit.

In addition to information supplied by Subscriber, KVH may obtain Subscriber credit information from trade references and credit reporting agencies, and such other sources as KVH deems necessary or appropriate. Based on this information

and other factors KVH deems relevant to Subscriber’s creditworthiness, including without limitation Subscriber’s payment history and/or usage patterns, KVH may require Subscriber to make a security deposit as a payment guarantee. Such deposit shall be subject to increase or decrease as KVH deems necessary (including based upon unusual or excessive usage) and shall not accrue interest unless required by law. Such deposit is not a credit against any payment obligations. KVH will refund Subscriber’s deposit upon termination of service. At KVH’s sole discretion, Subscriber may receive Services prior to a credit review without waiving KVH’s right to demand a security deposit from Subscriber, and Services may be discontinued by KVH should Subscriber not satisfy KVH’s security deposit demand.

7. Operation of Subscriber Account.

Subscriber shall promptly notify KVH of any changes in Subscriber’s account information. All invoices and important notices are sent to Subscriber via electronic mail at the address indicated on the Activation Order and not receiving these documents will neither release Subscriber of its obligations under this Agreement, nor be deemed a valid excuse for non-payment. Failure by Subscriber to provide KVH with accurate, complete, or updated account information in writing shall constitute a material breach of this Agreement, and may result in immediate termination of this Agreement or suspension of Subscriber’s account by KVH. Subscriber may designate another person as an authorized representative of Subscriber’s account on the Activation Order or by completing, signing, and submitting to KVH an Additional Authorized Representative Form. If Subscriber makes such designation, Subscriber gives KVH permission to (a) provide account information and services directly to such person to the extent such information and services would otherwise be available to Subscriber, and (b) permit such person to act on Subscriber’s behalf to perform the account functions listed on the Activation Order or the Additional Authorized Representative Form (as applicable). Subscriber may also notify KVH in writing at any time of Subscriber’s designation of a KVH approved Service Provider with authorization to view Subscriber’s vessel(s) via myKVH Web Portal (as defined below) by completing, signing, and submitting to KVH a myKVH Portal Authorized User Form. If Subscriber makes such designation, Subscriber gives KVH permission to (a) provide such Service Provider with access to Subscriber’s vessel and equipment information for service management purposes to the extent such information would otherwise be available to Subscriber, and (b) allow such Service Provider to perform the specific functions listed on the myKVH Portal Authorized User Form. Subscriber agrees to accept responsibility for all decisions, actions, and changes (if applicable) made by an authorized representative of Subscriber’s account or authorized myKVH Portal user. Subscriber agrees to reimburse, indemnify and hold harmless KVH for any and all costs, expenses and reasonable attorney’s fees incurred by KVH in defending any claims relating to or arising out of any decisions, actions, and/or changes (if applicable) made by an authorized representative of Subscriber’s account or authorized myKVH Portal user. Subscriber may remove an authorized representative or authorized myKVH Portal user at any time by notifying KVH in writing. Subscriber requests to start, change, or discontinue Service will be accepted by KVH only from Subscriber or its authorized representative.

RESALE AND THIRD PARTY USE8. Resale and Third Party Use.

Subscriber shall not re-sell the Services or provide the Services to any third party for consideration without KVH’s prior written consent. KVH reserves the right to terminate this Agreement in the event of unauthorized resale by Subscriber.

Subscriber shall be fully responsible for the compliance of its employees, crew, customers, and other individuals designated by Subscriber as eligible to use the Services with or without consideration (collectively referred to as the “**Third Party Users**”) with all of the relevant terms and conditions of this Agreement, including but not limited to the first paragraph of this Section 8 (Resale and Third Party Use), Sections 9 and 10 (Equipment), Sections 11 through 18 (Use of Airtime Service), Sections 19 through 21 (Subscriber Information and Privacy), Section 22 (Proprietary Rights), Sections 29 through 35 (Warranties and Liabilities) and Sections 46 through 70 (Service Specific Requirements); and Subscriber shall require its Third Party Users to enter into a binding agreement with Subscriber requiring them to comply with the above listed terms as a condition of their use of the Services. Subscriber acknowledges that, if a Third Party User fails to comply with the above listed terms of this Agreement, KVH shall have the right to limit, modify, suspend or terminate the Services just as it would for non-compliance by Subscriber.

EQUIPMENT9. Terminal Equipment.

In order to access the Airtime Services, Subscriber will require a two-way satellite antenna and other associated terminal equipment (potentially including, but not limited to, servers, terminals, set top boxes, modems, and the Commbbox), that

is certified and type-approved by KVH for use with the Airtime Service (“**Terminal Equipment**”). Subscriber, at Subscriber’s expense, shall be solely responsible for purchasing or leasing the Terminal Equipment from KVH or an authorized provider, and maintaining, operating and safely and securely storing the Terminal Equipment. Subscriber shall use only the Terminal Equipment with the Airtime Service. Subscriber shall not modify the Terminal Equipment in a manner that violates this Agreement or would otherwise alter the transmission characteristics of the Terminal Equipment. KVH may, for network management purposes and to improve the Service, communicate with Subscriber’s Terminal Equipment over the network without Subscriber’s knowledge for such purposes as to direct the Terminal Equipment to initiate, cease, or modify its communications with the network; perform software upgrades to the Terminal Equipment; test hardware, software, and satellite signal configurations; and monitor, log, and analyze satellite signal performance, vessel location, and environmental conditions.

10. Subscriber Equipment.

Subscriber, at Subscriber’s expense, shall be solely responsible for providing, maintaining and operating all other software, hardware and communications equipment used to access the Service (“**Subscriber Equipment**”). KVH makes no guarantee as to, and bears no responsibility for ensuring compatibility of Subscriber Equipment with the Terminal Equipment and the Airtime Services.

USE OF AIRTIME SERVICES

11. Subscribers’ Liability for Use, Misuse, Unauthorized Use or Theft of Airtime Services.

Subscriber shall be solely responsible and liable for unauthorized use of Subscriber’s account whether fraudulent or otherwise. Subscriber acknowledges that the prices for the Airtime Services may include both monthly fixed rates for data transmissions up to a maximum ceiling and additional overage charges for data transmissions in excess of the monthly maximum limit. Subscriber further acknowledges that certain Airtime Services, such as video programming services, may be subject to separate fees such as on a per viewing basis. In addition, certain communications, such as voice calls, may be subject to transmission and/ or termination charges imposed by third party Service Providers. Subscriber shall be solely responsible for payment of all charges, including any monthly fixed and overage charges, all charges for individual programming and content services, and any fees for transmission and/ or termination of data or voice communications. Subscriber is solely responsible to supervise and control the consumption and use of the Airtime Services. It is Subscriber’s sole responsibility to ensure that all Terminal Equipment and Subscriber Equipment is properly configured for the particular Airtime Service that Subscriber has selected, and has a continuous source of power and connection to the Airtime Service and Terminal Equipment to receive software and content updates. It is Subscriber’s sole responsibility to gain an understanding of the technical aspects, use, and operation of the Terminal Equipment, and Subscriber Equipment as well as the details and terms of the Airtime Services and the associated rates. KVH and its Service Providers are not to be held liable and are not responsible for any misuse of the Airtime Services or any non-compliant configuration of the Terminal Equipment and Subscriber Equipment used to provide the Airtime Services and Subscriber is solely responsible for any excess consumption or overage of the Airtime Services that results from such misuse or non-compliant configuration. KVH shall not under any circumstances abate or refund charges to Subscriber’s account arising from the fact that, or on the basis of Subscriber claims that, Terminal Equipment or Subscriber Equipment was not properly configured at the time charges were accrued. Subscriber shall notify KVH immediately in writing if Subscriber sells, gives away or otherwise transfers the Terminal Equipment to another party, or if the Terminal Equipment is stolen or otherwise removed from Subscriber’s vessel or other such vehicle or platform approved by the appropriate Service Provider. Subscriber is considered the registered recipient of the Airtime Services until KVH receives such notice in writing and terminates service, and Subscriber will be liable for any charges or fees incurred by any use of the Airtime Services up to the time that KVH receives such notice in writing and terminates service, unless otherwise provided by law. Subscriber shall provide a police report of any theft upon KVH’s request. Subscriber will not be liable for charges and fees incurred by unauthorized use after KVH has received Subscriber notification and terminated service.

12. Unacceptable Use of Airtime Services.

Subscriber agrees not to engage in unlawful or unacceptable use of the Airtime Services, which shall be determined in KVH’s sole discretion, including without limitation: (a) posting, disseminating, storing or transmitting duplicative or unsolicited messages, chain letters, pyramid schemes, or unsolicited e-mail (commercial or otherwise); (b) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another’s privacy, grossly offensive, vulgar, threatening, malicious or racially, ethnically or otherwise objectionable;

(c) obtaining unauthorized access to data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (d) unauthorized monitoring of data or traffic on any network system; (e) interfering or disrupting service to any other user, host or networking, including mail bombing, flooding, attempts to overload a system, and broadcast attacks; (f) forging of any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting; (g) relaying mail via another site’s mail server without express permission of that site; (h) canceling any postings or messages other than Subscriber’s own, except for postings in Subscriber’s name that have been forged; (i) impersonating any person or entity, including any KVH employee or representative; (j) disclosing Subscriber’s password or other means for accessing the Service to any third party, or otherwise facilitating unauthorized access thereto; (k) using the Airtime Services where they are not authorized; (l) furthering criminal activity; (m) connecting and using a non-KVH marketed and approved VoIP service; (n) using the VoIP Service for forwarding US toll-free numbers internationally; or (o) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for programming available through the Airtime Services. Subscriber’s unacceptable use of the Airtime Services shall be a breach of this Agreement.

13. Airtime Services Limitations.

Subscriber is responsible for abiding by all international and jurisdictional rules and regulations regarding the transport and use of the Terminal Equipment and of the Airtime Services. The Airtime Services may be used in international waters and to the extent permitted, within the territorial waters of various countries. Subscriber is responsible for ensuring that the Services are used only within the territorial waters of countries that permit such use. Subscriber acknowledges that the definition and geographic size of territorial waters for purposes of these limitations varies from country to country. Subscriber also acknowledges that some countries such as the United States permit the unlimited use of the Airtime Services in their territorial waters, while others may allow use of the Airtime Services only on a temporary basis while transiting their waters and others may not allow use of the Airtime Services in their territorial waters at all at this time. The current status of the authority to operate the Airtime Services in individual countries is listed at www.kvh.com/licenses, which status is subject to change from time to time. This list is provided for convenience only and is non-binding on KVH, and KVH has no obligation to update the same.

14. KVH Status.

Subscriber acknowledges that KVH makes the Airtime Services available using satellite and telecommunications networks, programming content, and other services provided to KVH by third party Service Providers. The networks and content vary with regard to technology, configuration, Terminal Equipment, and/ or Subscriber Equipment to be used and with regard to application possibilities. An Airtime Service can only be used in relation to the network of the applicable Service Provider. KVH’s ability to make the Airtime Services available is therefore derived from and limited by the terms of the agreements between KVH and the Service Providers. KVH will at all times have the right to take measures and/ or give instructions to Subscriber that KVH or its Service Providers deem reasonably necessary in order to prevent and/ or correct faults in the Airtime Services, which Subscriber shall use commercially reasonable efforts to follow. KVH also has no control and no responsibility or liability over the manner in which Airtime Services are delivered and provided. The Airtime Services and this Agreement will automatically terminate if KVH’s agreements with applicable Service Providers terminate, or if KVH ceases to provide one or more of the Airtime Services to subscribers.

15. Airtime Services Availability.

Given ongoing changes to satellite and terrestrial technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates is not currently feasible. Published data rates are rate plan maximums and may vary in different regions and conditions. Subscriber acknowledges that, from time to time, the Airtime Services may intermittently encounter variations in data transfer rates because of factors which may include but are not limited to the time of day and congestion on the Internet and/ or network as a whole, Subscriber’s own network configuration and usage patterns, and maintenance and upgrade procedures or repairs which KVH and/ or its Service Providers, including its satellite operators, may undertake from time to time, including grooming or transition of satellites. Subscriber further acknowledges that the operation of the Airtime Services may not be continuous, uninterrupted or error-free. Without limiting the foregoing, the Airtime Services may become unavailable or limited because of network equipment failures, capacity limitations of a Service Provider, emergency pre-emption as required by governmental authorities who have jurisdiction over Service Provider’s systems, or periodic or emergency maintenance conducted by KVH or a Service Provider for modifications, upgrades, repairs, and similar purposes. The Airtime Services are also subject to transmission and reception limitations caused by: (a) service area limitations, including without limitation, changes to the satellites

used to provide the Airtime Services, or the coverage patterns of the satellites or topographical conditions, whether man-made or natural that obstruct the line of transmission between the Terminal Equipment and the Airtime Services; (b) the condition of Terminal Equipment or Subscriber Equipment; (c) Acts of God and other causes beyond the control of KVH which are not reasonably foreseeable by KVH; (d) weather conditions; (e) atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances); (f) magnetic interference; (g) environmental conditions; and (h) other like conditions. Given these limitations, Subscriber is solely responsible for management of its Subscriber data, including but not limited to back-up and restoration of that data. KVH and its Service Providers are not responsible for the loss of Subscriber data or for the back-up or restoration of Subscriber data.

16. Security.

The Internet is an inherently insecure medium and KVH does not represent, warrant or guarantee the security or integrity of any communications made or received using the Airtime Services. Subscriber shall be solely responsible and liable for the security, confidentiality and integrity of all messages and the content that Subscriber receives, transmits through or stores on the Airtime Services. Subscriber shall be solely responsible and liable for any authorized or unauthorized access to Subscriber's account by any person. Subscriber agrees to bear all responsibility and liability for the confidentiality of Subscriber's password and all use of the Airtime Services with Subscriber's password.

17. Internet and Programming Content.

Subscriber acknowledges that Internet sites, video programming, and other content, might consist of, include and/or provide access to images, sounds, messages, text, service or other content and material that may be unsuitable for minors and that may be objectionable to many adults. Subscriber acknowledges that access to the Internet and video programming content through the Airtime Services is at Subscriber's sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond KVH's reasonable control and are not in any way warranted or supported by KVH or its Service Providers. KVH does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the Airtime Services, including the accuracy or reliability of any material or claims contained therein. Subscriber acknowledges that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Subscriber assumes all risk and liability of any use of the Internet through Subscriber's account. KVH retains absolute and complete discretion to select the programming content made available by KVH through the Airtime Services, including the right to update, modify, or delete the programming content that is available through the Airtime Services or is maintained on the Terminal Equipment. KVH may use the Airtime Services to remotely update the programming content and operating software maintained on the Terminal Equipment without notice to, or the permission of, the Subscriber. The programming content made available by KVH through the Airtime Services may include promotional material for KVH-provided products and services and Subscriber herein consents to the receipt of such promotional materials. Subscriber shall not interfere in any way with the exercise by KVH of these rights.

18. Remedial Obligations.

If Subscriber believes that there has been any violation of any of the restrictions on use of Airtime Services, Subscriber shall contact KVH immediately and provide: (a) the nature of the alleged violation, along with any supporting evidence; (b) the date and time of the alleged violation, including the time zone; and (c) the telephone number or IP address used to commit the alleged violation. Where a violation of the use of Airtime Service restrictions is found to have occurred, KVH shall have full discretion to determine the response that is appropriate in the circumstances, including any one or more of the following actions: (a) issue a warning to the user; (b) remove any postings that violate the terms of this Agreement; (c) suspend newsgroup posting privileges; (d) suspend the Subscriber's Services; (e) terminate the Subscriber's Services following Subscriber's failure to cure the violation within thirty (30) days following the dispatch to Subscriber by KVH of written notice of the violation; and (f) bill Subscriber for administrative costs and/or reactivation charges. KVH is not responsible for any failure or delay in removing such content. Subscriber agrees to fully cooperate, as may be necessary or requested by KVH to investigate alleged violations of law, regulation, the terms of this Agreement or otherwise to protect KVH's rights or property, and may include disclosure to or cooperation with authorized governmental authorities.

SUBSCRIBER INFORMATION AND PRIVACY

19. Use and Control of Information.

KVH or its Service Providers may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, load, sell or otherwise share with other persons or entities Subscriber account information as well as

aggregated information. Aggregated information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Services. This shall not be construed to limit KVH use of other information not addressed in this [Section 19](#) (Use and Control of Information). KVH and its Service Providers will be free, in their reasonable good faith discretion and without notice, to provide Subscriber and user information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten policy or the rights of any person or entity, and to maintain and use internally such information and records. Information generated by or in connection with KVH administration of the Services shall be and remain the exclusive property of KVH.

20. Communications with Subscriber.

KVH may from time to time provide online, facsimile, telephone, e-mail, mail and other communications to Subscriber on matters pertaining to the Services, their features, their Service Providers or their use. Subscriber acknowledges that communications with KVH, its representatives and its contractors may be monitored or reviewed, without notice, for quality control and other reasonable business purposes.

21. Privacy Limitations.

Subscriber understands that data communications transmitted over wireless systems and the Internet may not be completely private or secure and KVH makes no warranties regarding the privacy of communications. Subscriber consents to KVH or its Service Providers monitoring Subscriber's account activity in order to resolve billing queries, prevent and minimize fraud or misuse and ensure the quality of the Services.

PROPRIETARY RIGHTS

22. Proprietary Rights.

Except to the extent the same is determined to be part of the public domain, all content available through or distributed over the Airtime Services, or maintained within the Terminal Equipment, and all service marks, trademarks, names, logos, marketing materials and other indicia used in connection with the distribution, marketing and promotion of the content and Services (hereinafter "**Intellectual Property**"), is subject to copyright, database protection, trademark, and other rights under applicable laws. Unauthorized use of such Intellectual Property is a violation of copyright, trademark and potentially other laws. Subscriber shall not copy, distribute, transmit or publish such Intellectual Property in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content, and shall not use the Intellectual Property for any purpose, including for purposes of promotion, any such Intellectual Property without the prior written consent of KVH and the copyright owner. Some of the Intellectual Property includes software, or is made available to Subscriber through software or firmware interfaces, or through software or firmware storage, compression, transmission, encryption, and other security measures. Regardless of the purpose of the software or firmware, Subscriber shall not, and shall not authorize or assist others, in any attempt to bypass, disable, defeat, modify, or obtain the source code for the software or firmware through decompilation, disassembly, reverse engineering or other means. The intellectual property rights in the software and firmware remain solely with KVH and its Service Providers and Subscriber's infringement of any intellectual property rights shall be a breach of this Agreement.

TAXES, FEES, BILLING AND PAYMENT

23. Taxes, Fees, and Billing.

Subscriber shall be solely liable for the payment of all fees relating to Services and applicable taxes and regulatory fees (including but not limited to fees associated with universal service or other governmental programs or assessments), without setoff, deduction for payment processing or counterclaims. Any banking fees must be settled by Subscriber. Subscriber is responsible for the payment of charges for all Services furnished to Subscriber under this Agreement, including but not limited to all data call attempts, regardless of ultimate successful transmission and termination, and all connections completed by the Terminal Equipment, and for the payment of all charges billed to Subscriber's account, including for programming content, toll, land, long distance and roaming charges, if applicable. All data usage measurements displayed in the Terminal Equipment's graphical user interface are intended solely for guidance purposes and shall in no circumstance be either construed as legally binding or used for actual billing purposes.

24. Payment.

Subscriber remains responsible for charges even if the Subscriber Equipment or Terminal Equipment is inoperative, or if the Airtime Services are temporarily unavailable, except that if there is a continuous Airtime Service outage in excess of twenty four (24) hours, then Subscriber will receive a credit equal to one day for each day of an outage (rounded down to the nearest day). Subscriber authorizes

KVH to automatically charge Subscriber's selected primary credit card within five (5) days of the due date on Subscriber's invoice. If a charge is rejected by the primary credit card for any reason, then Subscriber's secondary card will be charged. There will be an additional late payment charge of 1.5% per month (or the maximum rate allowed by law) on the past due amount if credit card payments on both cards are rejected. There will be an additional charge of US dollars (\$) 25.00 for any rejection of any charge to a credit card. Even if an invoice is disputed, Subscriber must pay the invoice within the due date and must notify KVH in writing of the dispute, together with the legal basis for such dispute, within thirty (30) calendar days after the invoice due date. Any claims received by KVH later than thirty (30) calendar days after the invoice due date may be rejected by KVH. KVH will respond to Subscriber within thirty (30) calendar days after receipt of the written notice of dispute, advising on the action being taken to resolve the dispute. Failure by KVH to respond within thirty (30) calendar days from receipt shall not be a breach of KVH's responsibilities under the Agreement. If KVH accepts the claim from Subscriber, KVH shall issue a credit note to Subscriber within sixty (60) calendar days from acceptance of the claim. Subscriber is responsible for notifying KVH of any changes to credit card information. Subscriber authorizes KVH to refer its account, if past due, to attorneys and/or collection agencies for further action and to notify credit reporting agencies of any defaults in accordance with law. Subscriber shall also pay any and all costs, expenses, fees and commissions incurred by KVH in collecting unpaid amounts, as allowed by law.

25. Prepaid Airtime Services.

Subscribers may receive Airtime Services from KVH using physical or virtual prepaid cards issued by KVH. All prepaid cards are non-refundable. Subscriber is solely responsible for safely securing physical or virtual prepaid cards and ensuring that they are not lost, stolen, or misused by others. The account PIN number for each prepaid card expires one hundred and eighty (180) days after the date of last usage and any remaining balance on the card is forfeited. KVH will invalidate an account PIN number and the balance on a card if the method of payment for the card is determined, in KVH's sole discretion, to be invalid.

TERM AND TERMINATION

26. Term.

This Agreement shall begin on the date Subscriber's account is first activated and continue thereafter for the subscription period set forth on the Activation Order and initially committed to by Subscriber when signing the Activation Order ("**Initial Term**"). If the Subscriber orders new, additional or different Airtime Services during the Initial Term, Subscriber shall be subject to KVH's Airtime Rate Plan Change and Suspension Policies, which may in some cases extend the length of the Initial Term, as well as any terms and conditions applicable to such other Airtime Services.

Following the end of the Initial Term, unless sooner terminated pursuant hereto, the Agreement automatically extends thereafter on the basis set forth on the Activation Order (as renewed, the "**Renewal Term**" and together with the Initial Term, the "**Term**").

During any Renewal Term, (a) Subscribers of month-to-month Airtime Services shall be permitted to terminate such Airtime Service by providing KVH with thirty (30) days advance written notice; and (b) Subscribers of all other Airtime Services shall be permitted to terminate any or all such Airtime Services by providing KVH with sixty (60) days advance written notice; provided that in such case of (a) and (b) above, Subscribers shall remain responsible for the payment of all fees and charges incurred for the Airtime Services under this Agreement up until the effective date of termination. Unless required by law, Subscriber will not be entitled to refunds of prepaid amounts if Subscriber terminates its Airtime Service.

In all cases, the Term of the OneCare Technical Assistance Packages for any eligible Terminal Equipment shall commence on the date the initial Airtime Services is activated and shall run concurrently and continue until the end of the Term for the last Airtime Services subscription order with respect to such eligible Terminal Equipment.

27. Termination for Cause.

Upon non-payment of any sum due to KVH, the return or rejection of a payment, the failure to provide a security deposit or an increase in a security deposit as directed by KVH, KVH may, by a notice in writing (which notice shall be deemed received five (5) days after it is sent to Subscriber's latest e-mail address on record with KVH and deposited with the national postal service addressed to Subscriber's last known address, or earlier if Subscriber files for, or is compelled to seek, bankruptcy protection) and without incurring any liability, refuse, reduce or temporarily or permanently terminate any or all of the Services (including associated roaming connections). If Services are suspended or terminated for non-payment KVH may, at its sole option, reactivate the Services upon payment by Subscriber in full of the past due amount, any penalties associated with the late payment and a service restoration charge. In addition, the Services may be refused, reduced or temporarily or permanently terminated by KVH immediately without notice and

without incurring any liability if: (a) KVH is informed that the Services are being used by Subscriber in a manner which might adversely affect KVH's service to others; (b) KVH receives from a law enforcement agency a written finding, signed by a magistrate, that probable cause exists to believe (i) that Subscriber has used or will use the Service in violation of or to violate the law, or (ii) that the character of Subscriber's use of the Service is such that immediate action is required to protect the public's health, safety or welfare; (c) the number(s) or IP addresses utilized by Subscriber for connections is determined by KVH to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of Service; (d) KVH is requested by a Subscriber or by another Service Provider to deny Service to which the Terminal Equipment was reported to be stolen, or KVH is requested by another Service Provider to deny service to the Terminal Equipment that has been determined to be associated or potentially associated with the fraudulent use of the Service or otherwise disconnected from Service for non-payment of, or owing unpaid, service charges; (e) KVH determines that Subscriber's application for Service included information that was fraudulent, false or incomplete; (f) Subscriber uses equipment either not authorized by or on record with KVH; (g) there is unusual account activity or KVH reasonably suspects the occurrence of any other event of default or breach pursuant to this Agreement; or (h) there is a violation of the terms, conditions, laws, rules, or regulations governing the use of Service. In addition to the rights contained herein, KVH reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to KVH are cumulative and not alternate, and KVH's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy of any future default by Subscriber.

28. Early Termination Fee.

If this Agreement or a Service is terminated during the Initial Term (a) by Subscriber for any reason, or (b) by KVH for cause, Subscriber will be required to pay KVH an early termination fee equal to the greater of (i) the unpaid balance of all payments remaining for the unexpired Initial Term, (ii) US dollars (\$) 1,000.00, or (iii) the maximum amount permitted by applicable law if such amount is less than the amount indicated by both (i) or (ii) above.

WARRANTIES AND LIABILITY

29. Exclusion of Warranties.

KVH warrants that it will use reasonable commercial efforts to provide the Services to Subscriber. KVH disclaims all other express, implied or statutory warranties from this Agreement, including without limitation any warranties of non-infringement, satisfactory quality merchantability or fitness for purpose.

30. Licenses.

Subscriber agrees to abide by all of the current regulations in effect in countries where the Terminal Equipment, Subscriber Equipment or Services may be used, including, without limitation, all licensing requirements for operation of Terminal Equipment, Subscriber Equipment or Services, and any customary performance rights license(s) with respect to the broadcast of music or sound recordings. KVH will not be responsible or liable for any operational restrictions, customs, license or permit fees required for operation and provision of the Services in the destination country. In addition, KVH shall have no responsibility or liability for fines associated with the Terminal Equipment, or Subscriber Equipment seizure or for legal ramifications of using the Terminal Equipment, Subscriber Equipment or Services in countries where it is prohibited.

31. Limitations of Liability.

Neither KVH, nor its Service Providers, employees, shareholders, directors, officers or agents shall be liable for any act or omission to the extent not directly attributable to KVH's personnel or equipment. To the maximum extent permitted by applicable law, the aggregate liability of KVH and its Service Providers, employees, shareholders, directors, officers or agents for any losses or damages suffered or incurred in connection with the Services or this Agreement, whether such losses or damages are incurred through breach of this Agreement, negligent or grossly negligent act or omission resulting in any interruption, delay, defect or error in Services, or on any other basis, shall in no event exceed the amount paid to KVH by Subscriber for the applicable Services during the three (3) month period immediately before the event resulting in such liability.

32. Exclusions.

In any event, neither KVH nor its Service Providers, employees, shareholders, directors, officers or agents shall have any liability whatsoever for (a) interruptions or defects in Airtime Services that affect subscribers for less than twenty-four (24) continuous hours; (b) any of the limitations of service provided in this Agreement; or (c) any indirect, punitive, special, incidental or consequential damages or losses, including but not limited to lost revenue, lost profits, loss of business or goodwill, loss of use, replacement goods, cost of replacement goods, loss of technology, rights or services, loss, corruption or alteration of information, software, hardware, files or data, or interruption or loss of use of Airtime Service or equipment, whether or not KVH has been apprised thereof.

33. **Emergency Service.**
Subscriber acknowledges that the Airtime Services may not support emergency distress or communications and KVH is under no obligation to provide any emergency referral service under this Agreement. In the event that KVH does provide a form of emergency referral service, then in addition to the other limitations provided herein, neither KVH nor its Service Providers, employees, directors, officers or agents, including any third-party provider of such referral service, shall be liable for any damages in a civil action or subject to criminal prosecution resulting from death, injury, or loss to persons or property incurred by any person in connection with establishing, developing, implementing, maintaining, operating, and otherwise providing wireless emergency referral services, unless such damage or injury was caused by the intentional or willful or wanton misconduct of the above described entities/individuals. Further, in the event that KVH provides an emergency referral service at any time in any location, there can be no assurance that such service may be available at other times or in the same or other locations. Subscriber acknowledges that when calling any such emergency service, Subscriber's location may not be known automatically by the operator answering the emergency referral call and the effectiveness of the service will depend largely on the accuracy of the information provided by Subscriber, including without limitation information concerning Subscriber's location. Subscriber must provide the operator specific information identifying Subscriber's location.
34. **Subscriber Indemnity.**
Subscriber agrees to indemnify, hold harmless, and defend KVH, its subsidiaries, affiliates, licensors, Service Providers, shareholders, directors, officers, employees and agents from and against any claims relating to or arising out of Subscriber's breach of this Agreement or Subscriber's installation, use or misuse of the Airtime Services, the Terminal Equipment, or the Subscriber Equipment used in connection with the Airtime Services. Subscriber agrees to reimburse, indemnify and hold harmless KVH for any and all costs, expenses and reasonable attorney's fees incurred by KVH in defending any claims relating to Subscriber's misuse of the Airtime Services, the Terminal Equipment, or the Subscriber Equipment used in connection with the Airtime Services.
35. **Force Majeure.**
KVH shall not be liable for and will not be responsible to Subscriber for any delay or failure to perform under this Agreement if such delay or failure results from fire, explosion, labor dispute, earthquake, hurricane, casualty or accident, lack or failure of transportation facilities and/or services, lack of failure or telecommunications facilities and/or services including Internet services and satellite services, vandalism, epidemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from suppliers, Act of God, any inability to obtain any requisite license, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of KVH.
- OTHER TERMS AND CONDITIONS**
36. **Assignment.**
Subscriber may not assign this Agreement, or any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior written consent of KVH. KVH reserves the right to terminate this Agreement in the event of unauthorized assignment by Subscriber. KVH may assign this Agreement or any of its rights and obligations hereunder at any time.
37. **Amendment; Plans and Pricing.**
The terms and conditions of this Agreement, any pricing plan, and standard prices for Services (including all optional services and associated fees) may be amended by KVH from time to time by thirty (30) days written notice to Subscriber; provided that Subscriber and KVH agree that (i) during the Initial Term, the price for any airtime rate plan applicable to a mini-VSAT Broadband Service initially chosen on the Activation Order by Subscriber shall not be increased; and (ii) the rates for VoIP Service are subject to change at any time and become effective upon KVH posting them on its website. Such notification may occur by e-mail and shall include reference to the amended Agreement, plans and prices (or fees) to be found at KVH's website (www.kvh.com). Subscriber's use of a Service more than thirty (30) days after notification of amended terms, plans or prices shall constitute acceptance of such amendments. If Subscriber objects in writing to an amendment within ten (10) days after notification of such an amendment, KVH will then have fifteen (15) days to either withdraw the amendment or terminate this Agreement and the Service.
38. **Successors.**
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties.
39. **Third Party Beneficiaries.**
Nothing contained herein will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third party beneficiary and may enforce the provisions of this Agreement.
40. **Governing Law.**
The validity, terms, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles. Subscriber agrees that any action brought against KVH arising out of this Agreement or the Services provided shall be commenced exclusively in the state or federal courts in the State of Rhode Island; however, KVH, or its assigns, in its sole discretion, may enforce this Agreement in any court having lawful jurisdiction thereof. Subscriber agrees that service of process in any such suit may be made by certified mail, return receipt requested, addressed to the Subscriber at the address set forth herein. To the extent permitted by law, Subscriber waives trial by jury in any action by or against KVH hereunder.
41. **Waiver and Severability.**
Neither the waiver by either of the parties hereto of a breach of or a default under any of the terms and conditions of this Agreement nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder. The provisions of this Agreement are severable and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
42. **Notice.**
In the event Subscriber desires to provide notice to KVH, as required by any of the terms and conditions herein or for any other reason, including any communication from Subscriber regarding termination, disputed debts and any instrument tendered as full satisfaction of an outstanding debt, such notice shall only be deemed given when made in writing and sent certified mail to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Airtime Services Dept. with a copy to the Legal Department.
43. **Publicity.**
Subscriber hereby authorizes KVH to issue a mutually approved press release describing each order hereunder, and agrees to serve as a reference account for KVH prospects. Additionally, Subscriber hereby grants KVH the right to use Subscriber's name and logo in a listing of KVH customers and in any marketing, advertising, promotional or public relations material. Subscriber shall be entitled to object to the use of its name and logo in this manner at any time by notifying KVH in writing at the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Marketing Dept. OR via email to publicity@kvh.com.
44. **Third Party Complaints.**
Any complaints or objections (a) in relation to material posted by any Subscriber, or hosted in connection with the Airtime Services, should be directed to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: KVH Airtime Services Dept. OR via email to satelliteservices@kvh.com OR by telephone: +1 401-847-3327 and (b) in relation to the OneCare Technical Assistance Packages, should be directed to the following address: KVH Industries, Inc., 50 Enterprise Center, Middletown, Rhode Island 02842, U.S.A., Attention: Priority Care OR via e-mail to prioritycare@kvh.com OR by telephone: +1 401-608-8938.
45. **Complete Agreement.**
These terms and conditions of this Agreement together with the terms of the Activation Order, applicable pricing plan and/or rate sheets associated with the particular Services selected by Subscriber on the Activation Order contain the entire Agreement between KVH and Subscriber and supersede all prior statements, representations and agreements whether oral or written. Subscriber acknowledges that (s)he has relied on no oral or written representations made by or on behalf of KVH or any employee, director, officer.
- ADDITIONAL TERMS FOR KVH MINI-VSAT BROADBAND SERVICE**
- The following terms and conditions apply solely to Subscribers that subscribe to KVH's mini-VSAT Broadband services.
46. **Fair Access Policy.**
To ensure that all subscribers have equitable access to the mini-VSAT Broadband service ("**mini-VSAT Service**"), KVH has implemented a Fair Access Policy ("**FAP**"). Subscriber agrees that KVH has the right to monitor the satellite network for upload and download activity that causes disruption of data transfer rates and

poor performance of the mini-VSAT Service. If Subscriber performs upload and download data activity that is excessive and contributes to the disruption of the mini-VSAT Service, KVH is authorized to temporarily limit the transfer rate at which Subscriber can send and receive data over the mini-VSAT Service without liability or to charge for use beyond the limit. Excessive use shall be determined by KVH in its sole discretion, based on the FAP limits associated with a Subscriber's pricing plan and pro-ratio of network capacity of all subscribers simultaneously using the network at any point in time. For fixed rate plan subscribers, excessive use includes but is not limited to the use of web cameras, voice or VoIP services (not marketed by and approved as part of the mini-VSAT Service), peer to peer file sharing or gaming software applications, streaming media (not marketed by and approved as part of the mini-VSAT Service), and excessively large file downloads or uploads. Subscriber will still be able to use the mini-VSAT Service but Subscriber's transfer rate will be slower. In cases of extreme and continued violation of the FAP, as determined by KVH in its sole discretion, Subscriber's use of the mini-VSAT Service may be suspended by KVH and terminated by KVH if Subscriber fails to cure the violating conditions within thirty (30) days following the dispatch to Subscriber by KVH of written notice of the violation. Subscriber agrees that KVH may use other traffic management and prioritization tools to help ensure equitable access to the mini-VSAT Service for all subscribers.

47. Remote Diagnostic Fee.

In addition to all fees associated with the mini-VSAT Service and selected rate plan, Subscriber of the KVH mini-VSAT Broadband Service agrees to pay an applicable Remote Diagnostic monthly service fee. The monthly fee for the Remote Diagnostic service will be fixed for the Initial Term and then is subject to change without prior notice.

ADDITIONAL TERMS FOR KVH MINI-VSAT BROADBAND VOIP SERVICE

The following terms and conditions apply solely to Subscribers that subscribe to the VoIP Service.

48. VoIP Subscriber Premises Equipment.

In order to access the VoIP Service, Subscriber will require VoIP Subscriber Premises Equipment ("**VoIP Equipment**") that is supplied, certified and type-approved by KVH and its third party Service Provider for use with the VoIP Service. Subscriber shall use only the VoIP Equipment with the VoIP Service. For Subscribers that receive the VoIP Service, the VoIP Equipment shall qualify as Terminal Equipment for purposes of this Agreement.

49. Use of VoIP Service and VoIP Equipment.

Subscriber agrees that the VoIP Service and VoIP Equipment are to be used solely in association with the Terminal Equipment. Subscriber may not resell or transfer the VoIP Service or the VoIP Equipment to any other person for any purpose, or make any charge for the use of the VoIP Service. KVH reserves the right to immediately terminate or modify the VoIP Service if KVH determines, in its sole discretion, that the VoIP Service is being used contrary to the provisions of this Agreement.

50. No Emergency (E911) Service.

Subscriber acknowledges that the VoIP Service and the VoIP Equipment do not support emergency (911) services and Subscriber agrees to refrain from using the VoIP Service or the VoIP Equipment for emergency communications.

51. VoIP Service Billing and Billing Increments.

Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole cent. All calls for which KVH receives answer supervision may incur a minimum one-minute charge. KVH relies on answer supervision to determine whether and when a call has been answered. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Where no answer supervision is received, KVH may commence billing forty (40) seconds following dial time unless the caller has terminated the call.

52. Account Information Website.

KVH will make available to Subscriber, directly or through its third party Service Provider, a web portal, "**myKVH**" and/or "**Enhanced VoIP Service Account Center**" ("**Web Portal**") for access to account management, feature control, data usage tracking, equipment configuration and call detail records. Subscriber agrees to review and abide by the Terms of Use for the Web Portal. Subscriber acknowledges that KVH and its third party Service Provider reserve the right to limit or withdraw access to the Web Portal. All data usage measurements displayed on the Web Portal, or provided to Subscriber through the Web Portal using electronic communications such as text or email, are intended solely for guidance purposes and shall in no circumstance be construed as legally binding or used for actual billing purposes. KVH makes no assurance that it will provide Subscriber notifications regarding data usage or that such notifications will be

current or accurate. Subscriber shall be responsible for tracking and monitoring all data usage and shall be solely responsible for payment of all charges, including any monthly fixed and overage charges even if the Web Portal indicates accumulated data usage during the current billing period that is under the threshold that would trigger an overage charge.

53. Reassignment of Number upon VoIP Service Termination.

Upon termination of the VoIP Service, KVH may, at its sole discretion, reassign a telephone number, access number, or Direct Inward Dialing (collectively "**Number**") provided to Subscriber by KVH. Subscriber shall not obtain any rights, title or interest in the Number and the Number is not portable to other Service Providers. The Number is not to be used with any other device other than the VoIP Equipment provided by KVH and KVH reserves the right to change, cancel or reassign the Number at its discretion.

54. VoIP Service Distinctions.

Subscriber acknowledges and understands that the VoIP Service is not a telecommunications service. Important distinctions exist between a telecommunications service and the enhanced VoIP Service offering provided by KVH. The VoIP Service provides different functionality and is subject to different regulatory treatment than traditional telephone service. This treatment may limit or otherwise affect Subscriber's rights of redress before any governmental telecommunications regulatory agencies.

55. Tampering with the VoIP Equipment or VoIP Service.

Subscriber agrees not to modify or otherwise tamper with the VoIP Service or the VoIP Equipment in any way, including, but not limited to, changing the electronic serial number or equipment identifier of the VoIP Equipment, or to perform a factory reset of the VoIP Equipment. KVH reserves the right to terminate Subscriber's Service if Subscriber tampers with the VoIP Service or the VoIP Equipment.

ADDITIONAL TERMS FOR INMARSAT AIRTIME SERVICES PROVIDED BY KVH

The following terms and conditions apply solely to Subscribers that subscribe to Inmarsat Airtime services provided by KVH ("**Inmarsat Airtime**").

56. Equipment.

In order to receive Inmarsat Airtime services, Subscriber must purchase from KVH an Inmarsat terminal that has been type-approved and initialized by KVH. For Subscribers that receive Inmarsat Airtime services, the Inmarsat terminal shall qualify as Terminal Equipment for purposes of this Agreement.

57. Usage Limitation.

When a subscription for Inmarsat Airtime services is activated, KVH may, but shall not be obligated to, impose on each Subscriber of the Inmarsat Airtime service an initial limit on the aggregate voice, data and facsimile consumption for each vessel. If imposed, this usage limit shall be set forth on the pricing plan in effect at the time of your activation. Subscribers that wish to exceed the limit must execute an Airtime Usage Authorization Form acknowledging that they understand and fully assume the risks and liabilities of such an election. KVH will accept an Airtime Usage Authorization Form only if it has been executed by the Subscriber or its authorized representative and returned to KVH.

58. Third Party Interference.

Subscriber acknowledges that, for use of Inmarsat terminals in the United States and U.S. waters, third-party terrestrial service providers using L-Band spectrum may on occasion have the potential to cause interference with Inmarsat terminals in the future where such terminals are in close proximity to terrestrial L-Band base stations. Neither KVH nor its Service Providers shall be liable or responsible for any impact that such interference may have on any terminal or related service.

59. SIM and Access Numbers.

Except where law provides otherwise, either KVH or the Service Provider owns the SIM and access number assigned to the Inmarsat Terminal. To the extent permitted by law, KVH and/or the Service Provider reserve the right to change the access number without liability. Subscriber's privileges to use the access number may be withdrawn upon the termination of Service.

60. Core Module Monitoring.

Subscriber acknowledges and consents for KVH's Service Provider to automatically access and record core module information, SIM Card and Inmarsat terminal settings (as applicable) for the purpose of Inmarsat terminal and SIM Card identification and billing. The core module and SIM Card contains a security certificate used for authenticating an Inmarsat terminal on the Inmarsat network; collects usage statistics; and contains configuration parameters that make up that Inmarsat terminal configuration. Subscriber further consents to KVH's Service Provider monitoring network connection and network performance, and to KVH's Service Provider accessing and adjusting Inmarsat terminal settings, as they relate to the Services. KVH's Service Provider does not share information collected for the purpose of network performance monitoring or for providing customized technical support outside of the Service Provider or its affiliates.

61. Confidentiality.

KVH's Service Provider treats the communications of Subscribers as confidential in relation to the communications of other Subscribers that are being transported through the virtual private network segments of Inmarsat's network. Subscriber agrees to be responsible for maintaining the security of their Inmarsat terminals and Subscriber data, including without limitation, encryption of Subscriber data and protection of their user ID, password and personal data. Subscriber shall, promptly contact the KVH customer service desk if they believe their login credentials have been lost or stolen, that someone has gained access to their account or login credentials without permission, or their terminal device has been compromised in any way.

62. Information Assurance.

Subscriber is responsible for all information assurance certification, accreditation, and evaluation activities relating to the Services.

ADDITIONAL TERMS FOR KVH IP-MOBILECAST SERVICE

The following terms and conditions apply solely to Subscribers that subscribe to KVH's IP-MobileCast service ("**IP-MobileCast Service**").

63. Exhibition Prohibition.

The KVH IP-MobileCast Service is made available solely for non-theatrical viewing on approved devices, meaning that the service can be shown to groups of people as long as they are not charged an individual fee for admission or viewing. Subscriber specifically agrees not to distribute the IP-MobileCast Service to an area or location where an admission fee is charged.

64. Subscription User Limits.

Subscriber acknowledges and agrees that each vessel subscription for the IP-MobileCast Service authorizes, during any one month, a maximum number of (i) individuals onboard that vessel, and (ii) distinct personal devices to view content, each as separately set-forth on the Activation Order. If an individual holds an account or PIN number issued by KVH for viewing content on a distinct personal device and leaves the vessel, that account or PIN number cannot be reassigned to another individual during that month. Multiple IP-MobileCast subscriptions must be secured for a vessel if it exceeds the number of individuals and/or distinct personal devices authorized on the Activation Order. In order to ensure Subscriber's compliance with this Section 64 (Subscription User Limits), Subscriber acknowledges and agrees that KVH shall have the right to (i) conduct periodic audits and examinations of Subscriber's records concerning the number of individuals onboard a vessel during any one month, and (ii) monitor Subscriber's account activity to verify the number of distinct personal devices used to access content during any one month. Subscriber further agrees to maintain adequate and accurate records for a period of at least two years regarding the number of individuals onboard each vessel during each month and make those records available to KVH for audit and examination upon request by KVH.

65. Disclaimer of Programming Liability.

Certain of the IP-MobileCast content may include instructional, training, and informational programming, including news, weather forecasts and data, training, and educational content. KVH and its Service Providers provide no warranty or assurance regarding the accuracy, reliability, or completeness of such programming content and the presentations contained therein. IP-MobileCast programming is subject to delay inherent in satellite transmission. All viewers of the programming accept and assume all risk and liability for their potential reliance on information and material provided through the IP-MobileCast Service.

ADDITIONAL TERMS FOR ONECARE TECHNICAL ASSISTANCE PACKAGES

The following terms and conditions apply solely to KVH's OneCare Technical Assistance Packages.

66. Operational Support.

OneCare Technical Assistance Packages include operational support ("**Operational Support**") via the KVH Technical Assistance Center, which is available by telephone, online, or by email on a 24/7/365 basis. Operational Support includes terminal troubleshooting, service fault management, field service, over-the-air software maintenance and updates, Eligible Product warranty administration, and warranty administration for products sold to you by KVH but manufactured by third parties. Operational Support also includes service event schedules and coordination, an annual service review, and service record administration. The annual service review includes a reminder to schedule an annual preventative maintenance check airtime account data usage review as well as data plan recommendations, and an overview of mini-VSAT Broadband value added services.

67. Uninterrupted Support.

Subscribers of OneCare Technical Assistance Packages will continue to receive Technical Assistance Packages and be billed for the service on an uninterrupted basis during any suspension or seasonal interruption of an Airtime Service.

68. Limitations.

OneCare Technical Assistance Packages provide support services only for the identified Eligible Product and its embedded software as set forth on your Activation Order. OneCare Premium and Global Technical Assistance also provide support for any third party equipment sold to you by KVH and included as part of the integrated solution. OneCare does not provide support for any Subscriber Equipment. KVH is not responsible for hardware, software or service faults caused by use or misuse of, or unauthorized modifications made to, the Eligible Products in violation of the applicable purchase, lease or rental agreement. KVH efforts to correct such faults or conditions may be subject to additional charges regardless of whether KVH is ultimately able to correct the faults, which is not assured.

The following are expressly excluded from the support services provided under OneCare: (a) any combination of Eligible Products and software and other products or software not covered by these conditions; (b) a release or version of KVH software for which maintenance services have been discontinued by KVH; (c) an Eligible Product release or version that has been withdrawn by KVH from the market or is otherwise not generally available; (d) defects caused by your negligence or fault; (e) defects resulting from hardware malfunction or malfunction of software not provided by KVH; (f) defects that do not significantly impair or affect the operation of the KVH software or Eligible Products; (g) software used on an unsupported computer or operating system; and (h) charges associated with your accessing the Internet.

KVH reserves the right, upon prior notice, to charge for support services that are not the result of defects in the Eligible Products. KVH and its authorized dealers and distributors may offer under separate agreements additional maintenance-related services, as well as training and consulting services, which services shall be governed by KVH's Professional Services Terms and Conditions.

69. Availability.

KVH shall devote such resources that it deems necessary, in its reasonable discretion, to provide OneCare Technical Assistance, including the number and identity of KVH employees, Service Providers, contractors, or agents for the purposes of providing the OneCare Technical Assistance Packages. Although the KVH Technical Assistance Center is in operation 24/7/365, your telephonic, online and e-mail access to the KVH Technical Assistance Center is provided fully or in part by third party telecommunications networks, the availability of which is not under the control of KVH. Your ability to contact the KVH Technical Assistance Center may therefore vary by time and geographic location.

70. Remote Port Repair Coverage.

The OneCare Remote Port Repair service is available only to subscribers of KVH's OneCare Global Technical Assistance and for Eligible Products in-warranty. OneCare Remote Port Repair services are subject to and limited by KVH-established allowance for technical travel and lodging, work time, wait time, two-way economy air freight, import duties, rigging, tender or crane as required as set forth on the applicable OneCare Global Technical Assistance pricing plan. OneCare Remote Port Repair shall only be available (i) in ports designated by KVH, the locations of which are subject to change at KVH's sole discretion and (ii) in locations or conditions that KVH deems safe and that KVH has lawful authority to provide such services. OneCare Remote Port Repair services shall be subject to and governed by the terms of the KVH Professional Services Terms and Conditions.