



**HARVEST TECHNOLOGY PTY LIMITED**

# **INMARSAT FLEET CONNECT TERMS**

Revision Date: 28.07.2022



## INMARSAT FLEET CONNECT TERMS

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These Terms apply to all Inmarsat Fleet Connect services supplied to you, our customer (**You, Your**) by **Harvest Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Harvest Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, **Opsivity, Inc.** of 1155 SW Morrison St, Portland, Oregon, USA, and **Harvest Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Bentley, Western Australia, Australia (**we, us, our**). These Inmarsat Fleet Connect Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us.

### 1. Definitions and Interpretation

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1.1. Capitalised terms are defined below or in the General Terms:

**Committed Information Rate (CIR)** means the committed minimum IP data rate (speed) for a GX service package. A separate CIR is defined for the upload and download segments.

**Fleet Xpress (FX)** means that managed service provided by Inmarsat.

**Global Xpress (GX)** means Global Xpress –i5 – The fifth generation of Inmarsat Satellites and is referred to as the I-5 constellation by the engineering community and Global Xpress by the commercial teams. GX is Inmarsat's first non L- Band constellation and operates in the Ka-Band spectrum.

**Meet-me-Point** means an independent facility where telecom operators can connect their networks to each other and to their corporate customers and exchange data.

**Primary Subscription** means activation of a Retail Marketable Package that contains the technical components to provision the satellite terminal to provide connectivity to a Remote Site.

**Remote Site** means a physical operator site, e.g., vessel, where one or more GX Terminals may be hosted. A unique Remote Site must be created for each terminal activated for an operator.

**Retail Marketable Package** means a subscription service package available for sale to Remote Sites.

1.2. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3. Unless the context otherwise requires:

(a) a reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a person includes an individual, a body corporate and a government;
- (iv) anything (including a right, obligation or concept) includes each part of it;
- (v) "including" will be construed as "including without limitation"; and

(b) a word which denotes the singular denotes the plural and vice versa; and

(c) if a word is defined, another part of speech has a corresponding meaning.



## **2. Product Description**

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- 2.1. Fleet Connect is Fleet Xpress (**FX**) connectivity providing a secondary connection distinct from the primary FX subscription.

## **3. List of Capabilities and Features**

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- 3.1. The main features of Fleet Connect are:
- (a) A set of subscription packages distinct from the primary FX subscription, each with a Committed Information Rate (CIR);
  - (b) A single, simplified back-end integration with Inmarsat that deploys the same solution across all nominated vessels without vessel specific configuration work;
  - (c) A single shore point of traffic divergence that will re-route the traffic received from the Edge installations to the relevant destinations defined by us;
  - (d) No L-band failover; and
  - (e) A single point of service management, limited to satellite terminal equipment provisioned under the Inmarsat maritime retail VAR with standardised plug-and-play service facilitates.
- 3.2. Fleet Connect is purely a bandwidth service. It does not provide application hosting services.
- 3.3. Charges and related terms and conditions are set out in Schedule 1 (Charges).
- 3.4. The FX-enabled Remote Site for which a subscription is provisioned must contain an active Primary Subscription.
- 3.5. Due to technical limitations, Fleet Connect cannot be provisioned to any Remote Site which has already been provisioned for a Fleet Data package, FX Charterer package or another Fleet Connect package.
- 3.6. The Primary Subscription must be present and active in a Remote Site prior to any Fleet Connect activation and must thereafter remain available and active for the supply of Fleet Connect by Inmarsat.
- 3.7. We exclude all liability for any failure to provide Fleet Connect where the Primary Subscription is not available and active.

## **4. Service Suspension or Termination of Primary Subscription**

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- 4.1. Fleet Connect will be automatically suspended or terminated if the Primary Subscription is suspended or terminated.
- 4.2. Fleet Connect termination and suspension terms and conditions can be found in Schedule 1 (Charges).

## **5. Coverage & Availability**

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- 5.1. Fleet Connect will have the same global coverage as Global Xpress (**GX**) offers.

### **Planned and Unplanned Maintenance**

- 5.2. Inmarsat will implement improvement of the service and health of the network and its equipment. These changes could consist of firmware upgrades, equipment upgrades or network changes. The implementation may lead to a scheduled outage which will be governed by the processes set out in clauses 5.3 to 5.7 inclusive.



### Outage Notification Protocols

- 5.3. We will provide You with written notice of any scheduled maintenance that may affect services, within 24 hours of receiving written notice from Inmarsat or at least five (5) Business Days before performing any scheduled maintenance, whichever is the greater.
- 5.4. In cases of emergency, we shall notify You as soon as possible, but latest within one hour from receiving notice from Inmarsat, after beginning any emergency unscheduled service-affecting maintenance activity, together with the reason for the unscheduled service and information about how long service will be affected.

### Notice of Planned and Unplanned Maintenance

- 5.5. In any situation where maintenance is planned a notification will be sent to pre-defined email addresses which are provided by You. This list of email addresses can be altered and others can be added at any time upon the instruction of You. In any situation where there is degradation of service, an unplanned maintenance, or any type of loss of service that could not have been planned for, the customer support team will provide notice of an unplanned maintenance period as soon as possible.
- 5.6. The notice will define:
- (a) The date of the scheduled outage, as well as time of day, stated in UTC;
  - (b) The services impacted;
  - (c) The expected duration;
  - (d) The estimated resolution time;
  - (e) The Ocean Regions affected; and
  - (f) Reason for planned or unplanned maintenance
- 5.7. In cases of planned and unplanned maintenance, we will provide a notice of restoration, as soon as the information is available, including any remedial action or service recovery protocols, which may be required by You.

### Network Availability Service Level

- 5.8. Scope of Applicable Network
- 5.8.1. This network availability service level only applies to the network elements under Inmarsat's responsibility, i.e., the satellites, SASs and data communication network up to Inmarsat's equipment at the Meet-me-Points. You are responsible for network service level of any interconnections to the Inmarsat Network at the Meet-me-Points. The network availability service level does not apply to the network availability throughout the internet.
- 5.8.2. The network availability service level shall not apply in any of the exception situations set out in paragraph 5.12.1 below.

### Network Availability Calculation

- 5.9. For GX maritime subscription services with Fleet Connect, the GX network availability will be measured on a Global Coverage basis and is provided for the Ka-band (**GX Ka-Band Global Coverage**).
- 5.10. The network availability target for GX Ka-Band Global Coverage is 99.5%.



5.11. Network availability will be calculated from the total outage, in minutes, in each calendar month divided by the total number of minutes in that month, as recorded at the Inmarsat Network Operations Centre (NOC), according to the following expression:

- (a)  $(1 - \text{Total Prorated minutes of Network Outage in Month}) * 100\%$ ; where
- (b)  $\text{Total Number of Prorated Minutes of Network Outage} = X * [(Z/Y)]/N$ ; and
  - (i)  $X = \text{Total Number of Minutes of Network Outage}$
  - (ii)  $Y = \text{Total Number of Active Beams in Global Coverage.}$
  - (iii)  $Z = \text{Total of Number of Active Beams affected by Network Outage}$
  - (iv)  $N = 3$ . It refers to the number of Satellites in the Global Coverage.

### **Availability of the Contracted Committed Information Rate (CIR)**

5.12. Fleet Connect is intended to provide data throughput levels at the contracted CIR set forth in the order form, or above, 95% or more of the time for the duration of each month. CIR levels are measured by Inmarsat, and these measurements will be made available through the Fleet Xpress management portals. CIR only applies to the data throughput on the GX network.

5.12.1. The network availability target set out in paragraph 5.10 and the CIR availability target set out in paragraph 5.12 above shall not apply in any of the following situations:

- (a) Any Force Majeure Event;
- (b) Any act or omission by You or any breach of Your obligations under the terms of this agreement;
- (c) Any failure to act by You;
- (d) Any planned maintenance event;
- (e) Any equipment or PC failure, or unavailability or misuse of any equipment involved in delivery of Fleet Connect, whether provided or installed by Inmarsat or You;
- (f) Any gaps in global coverage due to satellite configuration;
- (g) Satellite sun outage or other astronomical disturbances;
- (h) Fault with an interconnect link from the point of interconnect to You;
- (i) Network availability throughout the internet;
- (j) Regulatory restrictions requiring an alteration or suspension in the provision of the Product;
- (k) External interference sources;
- (l) Subscription suspension and termination of the primary subscription in accordance with the terms in clause 4 of these terms;
- (m) Subscription suspension and termination of the Fleet Connect subscription; and
- (n) CIR provisioned exceeding the recommended overall maximum of the equipment.



### Service Credits on CIR Availability

- 5.13. For subscriptions, as set forth in the order form, with a CIR availability of 95% or higher, in the event the CIR availability is below the subscription's CIR SLA availability target in a given month, then You shall be entitled to claim a service credit as provided below.
- 5.14. Further, any extra/other monthly service charges, such as charges for value added services or traffic termination/interconnect will be excluded from the service credit calculation.
- 5.15. You may not claim any compensation other than the service credits specified in this section in connection with any failure, degradation, or malfunction of the Fleet Connect Product. Claims for any service credits must be made in writing on a form provided by us upon request.
- 5.16. The service credit amount payable will be the percentage of the monthly subscription Charge for the affected subscription each 1% (or part thereof), below the target. Total service credits for CIR availability in a given month will not exceed fifteen percent (15%) of the monthly subscription Charge.
- 5.17. We will determine in our sole discretion the validity of any/all claims, based on information provided by Inmarsat, and service credits, if any, will only be processed when this validation has been concluded.
- 5.18. Example:
- 5.18.1. If You are subscribed to a Fleet Connect Plan which has a charge of \$1,500 per month, with a CIR SLA availability target of 95.0%, and the CIR availability in a given month was 94.3%, a CIR availability service credit of 1%, or \$15, could be claimed.

### **6. Withdrawal of Fleet Connect product**

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- 6.1. If Inmarsat, in its absolute discretion, withdraws the Fleet Connect Product, we shall, other than in the case of an Inmarsat Operational Emergency or for the purpose of necessary commercial spectrum management, provide not less than twelve (12) months' written notice to You.



## SCHEDULE 1 – CHARGES

### 1. Introduction

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- 1.1. This Schedule sets out the Charges for Inmarsat's Fleet Connect Product.
- 1.2. All Charges are denominated in United States Dollars ('\$') unless otherwise specified.

### 2. Terminology and Acronyms

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- 2.1. In addition to capitalised terms defined elsewhere in this agreement, the following terms shall have the following meaning when used in this schedule:

**Activation Charge** has the meaning given in 6.1 of this Schedule 1;

**Downlink** means the direction of the communication path from the satellite to a vessel;

**Grace Period** means the period from activation of the Subscription as defined in 3.4 of this Schedule 1;

**GX Invoice Interface Control Document - Charges and Pro-Rating** means Inmarsat's GX Invoice Interface Control Document - Charges and Pro-Rating document as provided to Customer by Inmarsat from time to time;

**Initial Service Period** means the minimum duration of the Package as set out on an order form;

**MRC** means monthly recurring charge;

**Package** has the meaning given in 3.1(a) of this Schedule 1;

**Provisioning** or **Provisioned** or **Provision** means the assignment of the relevant Package to the Remote Site, including other configuration options and parameters as defined in 3.1(e) of this agreement;

**Service Order** means a formal request from Customer to Inmarsat to carry out specified action(s), using such form or tool as provided or made available by Inmarsat from time to time;

**Service Suspension** means the temporary barring or suspension of a Product;

**Subscription Activation** means the Provisioning of a Subscription on Inmarsat's billing system;

**Subscription Charge** means the periodic charges applicable to a Package;

**Subscription Suspension** means the temporary suspension of a Package for a period;

**Subscription Termination** means the withdrawal of a Product to a Provisioned Remote Site;

**Uplink** means the direction of the communication path from the vessel to the satellite.

### 3. Fleet Connect Packages

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#### 3.1. General

- (a) Packages are offered as pre-engineered, non-customisable service plans characterised by Uplink/Downlink CIR, and typically include an MRC, Initial Service Period, Grace Period, upgrade and downgrade rules and termination rules.



- (b) The following Package grouping is available:

### 3.2. Fleet Connect plans

- (a) You will have access to a list of specific Packages which may include all or a subset of the available Packages.

### 3.3. Initial Service Period

- (a) Upon Package activation, You agree to keep the Package active for an Initial Service Period of twelve (12) months.
- (b) The Initial Service Period starts on the day that the Package is activated. For clarity, if a Package is activated on 23 November 2019 with an Initial Service Period of 12 months, then the Initial Service Period will start on 23 November 2019 and will finish on 22 November 2020.
- (c) After the Initial Service Period, the Package will continue until we receive notice in writing from You to terminate the Subscription on at least thirty (30) days' advance written notice or to move it onto another Package.

### 3.4. Grace Period

- (a) During the Grace Period, You may terminate without advance written notice or downgrade a Package without incurring an early termination or downgrade fee.
- (b) Any Package with an Initial Service Period will have a Grace Period.
- (c) The Grace Period is 30 days.

### 3.5. Service Suspension by us

- (a) Where we suspend or if Inmarsat withdraws a Fleet Connect Product and/or Subscription in accordance with terms of this agreement:

The full monthly Subscription Charge, i.e., without pro-ration, will continue to be payable during the period of Service Suspension; and

If suspended during the Initial Service Period, the period of Service Suspension shall count towards the Initial Service Period.

### 3.6. Subscription Suspension by You

- (a) In case You suspend the Subscription, no Subscription Suspension fees will apply (subject to the conditions in Section 3.5(b)).

- (b) The following conditions apply to Subscription Suspension by You:

- (i) Minimum of 1 day;
- (ii) Maximum of 30 days allowed in a row during the Initial Service Period;
- (iii) Maximum of 30 days allowed in aggregate during the Initial Service Period; and
- (iv) Maximum of 30 days allowed in a row after the Initial Service Period.





- (c) Following a Subscription Suspension by You during the Initial Service Period, the Initial Service Period is automatically extended by the number of days of Suspension.

### 3.7. Subscription Termination by You

- (a) You may request to terminate an individual Subscription to a Provisioned Remote Site by issuing a notice in writing to us at least thirty (30) days in advance.
- (b) When we receive a request to terminate a Subscription before the end of the Initial Service Period, we shall terminate the Subscription on the date following 30 days advance notice and charge a one-time early termination fee. The one-time fee will be the equivalent of the remaining commitment period, with a maximum charge of 6 months of Monthly Fee. Partial months will be pro-rated. The one-time fee will be included in the monthly invoice following the termination.
- (c) If a request to terminate a Subscription is received after the expiry of the Initial Service Period, we shall terminate the Subscription on the date following 30 days advance notice. For any recurring charges which were billed in advance, there will be a pro-rata refund on the invoice of the month following the termination.

### 3.8. Subscription Suspension of the Primary Subscription

- (a) You acknowledge that an individual Primary Subscription to a Provisioned Remote Site may be suspended by the Primary Subscription owner or Inmarsat at any time.
- (b) In the event that the Primary Subscription is suspended, Your Subscription will no longer function; this is referred to as a system-triggered suspension. The Subscription will function again in the event the Primary Subscription is unsuspended. You shall not be charged for any Inmarsat Services which are not provided due to a system-triggered suspension period. Following a system-triggered suspension during the Initial Service Period, the Initial Service Period shall be automatically extended by the number of days of such suspension.
- (c) System-triggered suspension days will not draw from Your Subscription Suspension maximums, which are detailed in Section 3.6(b).

### 3.9. Subscription Termination of the Primary Subscription

- (a) You acknowledge that an individual Primary Subscription to a Provisioned Remote Site may be terminated by the Primary Subscription owner or Inmarsat at any time.
- (b) In the event that the Primary Subscription is terminated and Your Subscription is still within its applicable Initial Service Period, then any early termination fees which would otherwise have been payable for such early termination of the Subscription will be waived.

## **4. Changes to Package**

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### 4.1. Changes made by us to Package and Charges

- (a) We may review and make changes to Packages from time to time to ensure that they take account of Inmarsat changes, market conditions, network, regulatory and legal requirements.
- (b) Any Packages and Charges amended in accordance with Paragraph 4.1(a) shall apply to all affected Fleet Connect Services delivered on and after the date the notice period for the amendment expires. Notwithstanding the above, any specific increases or decreases to Charges shall only apply to (a) new Subscription Activations from the date that such increases and decreases apply, and (b) existing Subscriptions from the first day of their upgrade/downgrade, even prior to expiry of their Initial Service Period.



### 4.2. Withdrawal of Packages

- (a) We reserve the right to modify or withdraw any of the Packages described in this schedule if any Package is modified or withdrawn by Inmarsat.
- (b) We will provide a minimum of ninety (90) days' notice to You prior to the withdrawal of any Package.
- (c) In the event that we withdraw a particular Package, Remote Sites that at the time are subscribed to such Packages will be able to continue using their Subscription for the remainder of the Initial Service Period specified for that provisioned instance of the Subscription.
- (d) Once the Initial Service Period has elapsed in respect of a provisioned instance of a Subscription to a withdrawn Package, You must select an alternative Package for that Remote Site which is available at that time.
- (e) To facilitate such migrations, sixty (60) days prior to the withdrawal of the Package, we will issue to You a list of Your Remote Sites that are Provisioned to the Package that is being withdrawn so that You are able to arrange to migrate those Subscriptions onto an alternative Package.
- (f) If any Subscriptions remain on a Package that is being withdrawn beyond the expiry of the notice of withdrawal, we reserve the right to migrate them to an alternative Package or terminate the Package for the remaining Subscriptions, at our sole discretion.

## 5. Upgrades and Downgrades

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- 5.1. You can upgrade or downgrade a Subscription in accordance with this Schedule, unless the existing Subscription is subject to a Subscription Suspension, a Service Suspension or has been terminated.
- 5.2. The package priority table set out in clause 8 of this Schedule 1 determines whether a change of plan is considered an upgrade or a downgrade.
- 5.3. You will not be charged a separate fee to upgrade (though the Charges for the upgraded Package may be different).
- 5.4. You shall pay downgrade fees as follows:
  - (a) If the Subscription is still within an applicable Initial Service Period, a 25% fee based on the MRC over the remaining Initial Service Period of the original service applies; and
  - (b) If the Subscription is outside its Initial Service Period, a downgrade fee does not apply.

## 6. Charges

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- 6.1. Activation Charge
  - (a) You shall pay us a one-off Activation Charge for each individual Subscription Activation of a Fleet Connect Product.
- 6.2. Monthly Subscription Charges
  - (a) The Subscription Charge commences on the day a Package is provisioned to a Remote Site.
  - (b) After the Initial Service Period has expired, the Package shall automatically continue until we receive a request in writing from You to terminate the Subscription, or to move it onto another



Package in which case the applicable Subscription Charge of the other Package will be charged from the day of the move onwards.

**6.3. Interconnection Charges**

- (a) We reserve the right to charge You for any costs incurred by us to enable interconnection for delivery of the Your traffic on shore pursuant to one of the interconnection options in this agreement.

**7. Invoicing**

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**7.1. One-off Charges**

- (a) We shall be entitled to invoice You for the Activation Charge of a Subscription on the first monthly invoice for that Subscription.

**7.2. Monthly Subscription Charges**

- (a) We shall be entitled to invoice You for the Subscription Charge one month in advance.
- (b) If the date of Subscription Activation is not the first day of the month, pro-rating will apply.

**8. Package Priorities**

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**8.1. Package Priority details**

- (a) When You move from one Package to another, it is deemed to be either an upgrade or downgrade depending on the priorities shown in the tables below.
- (b) In case a plan is changed to a plan which has the same billing priority, it will be treated as an upgrade.

**8.2. Package priorities are defined as follows:**

Package Grouping	Package	Term/month s	Priority
Fleet Connect	Fleet Connect64/256 CIR plan – 12 months	12	1
Fleet Connect	Fleet Connect256/64 CIR plan – 12 months	12	2
Fleet Connect	Fleet Connect128/128 CIR plan – 12 months	12	3
Fleet Connect	Fleet Connect64/64 CIR plan – 12 months	12	4
Fleet Connect	Fleet Connect 32/32 CIR plan – 12 months	12	5
Fleet Connect	Fleet Connect16/16 CIR plan – 12 months	12	6
Fleet Connect	Fleet Connect 8/16 CIR plan – 12 months	12	7
Fleet Connect	Fleet Connect 8/8 CIR plan – 12 months	12	8
Fleet Connect	Fleet Connect 4/8 CIR plan – 12 months	12	9

Package Grouping	Package	Term/month s	Priority
Fleet Connect Occasional Use	256 kpbs / 256 kbps CIR – 250 hours – 12 months	12	1
Fleet Connect Occasional Use	512 kpbs / 4 kbps CIR – 250 hours – 12 months	12	2



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Package Grouping	Package	Term/month s	Priority
Fleet Connect Occasional Use	256 kpbs / 256 kbps CIR – 100 hours – 12 months	12	3
Fleet Connect Occasional Use	512 kpbs / 4 kbps CIR – 100 hours – 12 months	12	4
Fleet Connect Occasional Use	256 kpbs / 256 kbps CIR – 25 hours – 12 months	12	5
Fleet Connect Occasional Use	512 kpbs / 4 kbps CIR – 25 hours – 12 months	12	6
Fleet Connect Occasional Use	256 kpbs / 256 kbps CIR – 1 hour – 12 months	12	7
Fleet Connect Occasional Use	512 kpbs / 4 kbps CIR – 1 hour – 12 months	12	8

- (a) This Clause 8 shall not apply in respect of Fleet Connect Occasional Use.