

THIS VESSEL WILL BE REPORTING TO NMFS



Network Innovations US, Inc.
 4950 West Prospect Rd. Ft. Lauderdale, FL 33309
 (Ph.) +1.954.973.3100 (Fax) +1.954.973.4800
www.networkinv.com Email: support@networkinv.com
 Online Billing: <https://my.satcompass.com>



Please fill out completely. Initials are required on pages 1 thru 6. Signatures are required on pages 2, 4 & 6, then return to Network Innovations via fax, E-mail or mail.

Network Innovations
 Sign Off

NETWORK INNOVATIONS SERVICE AGREEMENT FOR INMARSAT VMS – NMFS SERVICES

PART 1 ACCOUNT INFORMATION:

Please complete all sections, including payment information, ensuring that each page is initialed or signed as indicated. Return the completed form to Network Innovations via mail, fax or email to the addresses shown above.

My Network Innovations Sales Representative is: _____

My Equipment Dealer is: _____

Do you authorize your Dealer to have access to view traffic for your account? (Please select and Initial)

Yes No Initials: _____

Vessel Name: _____

Company / Individual Name: _____

Primary Contact: _____ Phone #: _____

Secondary Contact: _____ Phone #: _____

Company EIN: _____ OR DUNS: _____

Individual SSN: _____ DOB _____

Mailing Address: _____

City _____ State _____ Post Code _____ Country _____

Primary Phone # _____ Fax: _____

Mobile # _____ Mobile Provider * _____

Email Address:: _____

Network Innovations Only
Customer Number – VMS _____

PART 2 PAYMENT METHOD:

Your monthly payment will be automatically charged to your credit card (below) on or about the 10th - 15th of each month.

Type: CREDIT CARD DEBIT CARD

Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration (MM/YY) _____

Name as it appears on credit card: _____

Billing address is the same as the address in part 1: YES NO (if No, please indicate billing address below):

Credit Card Billing Address:

Mailing Address: _____

City _____ State _____ Post Code _____ Country _____

I, _____, hereby authorize Network Innovations,
(PRINTED NAME OF CARDHOLDER) via this signed authorization to charge the above credit card for payment of
ALL services requested under this Service Agreement.

I further agree that the cardholder bears the responsibility for ensuring the credit card information, including expiration date, is current. If the credit card issuer allows, Network Innovations may obtain any new expiration dates, any new account numbers or other renewal information from the credit card account and use this information to update the account.

Signature of Card Holder

NOTE: All Foreign Customers (without a United States Social Security number) are subject to a \$1000.00 deposit for each Inmarsat terminal. Network Innovations does not accept third party credit cards. Refer to the Terms and Conditions at the end of this agreement for use of Foreign Credit Cards, credit review and deposit requirements.

A transaction in the amount of \$150.00 will be charged and immediately voided as a credit card means test. You may see this Network Innovations charge and credit on your credit card statement.

PART 3 INVOICE DELIVERY METHOD:

Please initial:

_____ I **ELECT** to receive Free ONLINE BILLING NOTIFICATION sent to the email address(es) in Part 1 above.
I understand that upon receipt of the invoice availability notification, I must go to <https://my.satcompass.com> to download a copy of my airtime invoice.

PART 4a NMFS RATES:

CALLING PLANS: Network Innovations NMFS **Activation Fee:** _____ Waived

Monthly Service Fee: _____ Waived

Single Packet Data Report (1-8 Bytes)*	\$0.06 / report
Dual Packet Data Report (9-20 Bytes)	\$0.10 / report
Triple Packet Data Report (21-32 Bytes)	\$0.15 / report

* NMFS programming will usually generate Single Packet Data Reports. Some Dual Packet Data Reports may be generated. Please contact Technical Support for more information.

PART 4a NMFS RATES (CONTINUED):

Standard Inmarsat-C Messaging (256 Bit)	\$0.24 / 256 bits
Internet-C (vessel to registered email)	\$0.24 / 256 bits
Internet-C (registered email to vessel)	\$0.24 / 256 bits
Positive Delivery Notification (confirmation)	\$0.22 / message
Status Request	\$0.22 / message
Inmarsat C to Inmarsat C, vessel to vessel	\$0.44 / 256 bits
Fleet Messages (EGC)	\$0.66 / 256 bits
Polling (without Text) **	\$0.44 / poll
Polling (with Text) **	\$0.66 / 256 bits

** The Polling Charge applies if you request your own DNID for personal tracking purposes

PART 4b LOCPOINT ADD-ON:

LocPoint Tracking: Network Innovations provides LocPoint tracking to all vessels participating in NMFS on a complimentary basis, allowing you to view the location of your own vessels. LocPoint instructions will be included with your terminal.

_____ I **ELECT** to receive Free LocPoint tracking for my vessels.

The following information is provided by Network Innovations to assist you in setting up your system.

LocPoint User Name _____ Password _____

Software Version _____

Access Password (For Programming) _____

PART 4c VMS OWNER/LICENSE TRANSFER:

Network Innovations can process the change of ownership from one owner to another. As long as the terminal is in good operating condition the transfer can be made without returning the equipment to Network Innovations, although Network Innovations strongly recommends that the new owner utilize the services of a qualified VMS installer. The new owner will need to complete a Network Innovations Service Agreement & submit the agreement along with proof of ownership to Network Innovations for the transfer to take place. There is a flat one-time \$200 charge by Network Innovations to facilitate this transfer. Please be aware that due to the fact that the terminal will have to be deactivated & reactivated through Inmarsat. The entire transfer can take from 36 – 96 hours.

PART 5 TERMINAL AND VESSEL INFORMATION:

TERMINAL SERIAL NUMBER: _____

ISN _____

IMN _____ Answerback _____

DNID _____ DNID _____

DNID _____ DNID _____

Environmental usage of The System:

Maritime Maritime Fixed

What will be the primary use of the MES?

Yachts Passenger/Cruise Commercial Offshore

Government Fishing Other _____

Vessel Information:US Coast Guard Doc # /
Registration Number:

Fishery Permit Number:

Country of Registration (Flag State):

MMSI*:

Home Port:

Port of Registry:

Type of Vessel:

IMO No:

Passengers & Crew

AAIC:

Call Sign:

Gross Tonnage:

Self-Propelled: Y / N (Circle One)

Sea-Going: Y / N (Circle One)

Year vessel built:

* MMSIs (Maritime Mobile Service Identities) are nine digit numbers used by maritime digital selective calling (DSC), automatic identification systems (AIS) and certain other equipment to uniquely identify a ship or a coast radio station. See <http://www.navcen.uscg.gov/?pageName=mtMmsi> for more info.

Recreational vessels: Mariners not required to carry a marine radio (e.g. recreational boaters) and who remain in U.S. waters can obtain an MMSI via BoatUS <http://www.boatus.com/mmsi/> or Sea Tow <https://www.seatow.com/tools-and-education/mmsi> or <http://mmsiregister.seatow.com/>, among others.

Commercial vessels: Also known as "Ship Station Identity". Can be found on the Ship Radio Station Authorization (FCC radio license). See also: <http://www.navcen.uscg.gov/?pageName=mtMmsi> for more info.

Emergency Contact Information:

Name:

Address:

Town/city:

State/province:

Post/ZIP code:

Country:

Telephone + Country code () Area code () Telephone number ()

Facsimile + Country Code () Area code () Facsimile number ()

24 hour Emergency Telephone + Country code () Area code () Telephone number ()

Email address:

Certification and Agreement**To be signed by the applicant:**

I, the Owner or Owner's Legal Representative have read, signed and agree to comply with the Terms & Conditions for the use of the Inmarsat space segment, in particular with applicable laws and regulations relating to the use of Inmarsat Mobile Terminals.

Signature: _____**Date:** _____

Print Name: _____

Terms and Conditions

Network Innovations Mobile Satellite Services Terms and Agreement All Service Agreements are for a minimum one (1) year term.

Special Terms & Conditions for Use of Terminal in NMFS VMS (Fisheries) Program

- A) The customer authorizes the tracking partner, i.e. NMFS and Network Innovations to track their terminal as part of the NMFS VMS Fisheries Program.
- B) The customer's account will be charged monthly via credit card for all airtime used. A summary bill will be e-mailed to the customer. A summary and call detail records will also be available to the customer at <http://my.satcompass.com>.
- C) The customer agrees to be responsible for all airtime and other associated charges from the date of activation until the terminal has been deactivated and DNID / Member has been removed by Network Innovations. Terminals cannot be sold or given to another vessel or owner without completing a new service agreement with Network Innovations and, as necessary, re-commissioning the terminal with new vessel details.
- D) The customer understands that deactivation cannot occur until the customer has notified both the tracking partner / authority (NMFS) and Network Innovations in writing of the deactivation request. The terminal must remain online to enable DNID / Member removal. The deactivation request must be approved by NMFS before the DNID / Member can be removed and the system can be deactivated. Once approval is received, Network Innovations will make every effort to remove the DNID and deactivate the terminal within one business day.
- E) The customer agrees to keep the credit card on file current and provide new credit card information if there is a change of cards or a new expiration date. Failure to do so will result in and a report will be issued to NMFS of the barring.
- F) The customer agrees to use Network Innovations as their airtime provider for all airtime associated with this terminal for a minimum of one year.
- G) The customer authorizes Network Innovations to insert DNIDs into their system for the purpose of tracking and reporting.
- H) The customer understands that they are responsible for all charges for e-mails sent from their terminal and for all charges for e-mails sent to the terminal from the e-mail address they have registered.

General Terms & Conditions of Network Innovations Airtime Services

(1) Availability of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. Network Innovations reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) Network Innovations Service: Customer has contracted to have Network Innovations provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided Inmarsat Satellite Network. Some Inmarsat Services are provided through resale agreements with Airbus and/or Inmarsat Solutions. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Network Innovations reserves the right to change rates at any time with 30-days' prior notice.

(3) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, Network Innovations makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Dropped calls will not be credited.

(4) Invoicing and Guarantee of Payment of Services: Network Innovations will invoice customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(5) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes

directly or reimburse Network Innovations for any such taxes. An FCC Regulatory Recovery fee is assessed against all service and airtime usage charges for all US based accounts.

(6) Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. Network Innovations reserves the right to decline any credit card transaction.

(7) Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay Network Innovations all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by Network Innovations in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment, Network Innovations will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. Network Innovations charges a fee of \$35.00 for returned checks.

(8) Limitation of Liability: The satellite services provided by Network Innovations may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Network Innovations makes no representation that it can provide uninterrupted service. Furthermore, Network Innovations shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Network Innovations. Network Innovations shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. NETWORK INNOVATIONS MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. NETWORK INNOVATIONS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(9) Subscriber Terminals and Equipment: Unless provided otherwise, Network Innovations is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

(10) Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. Network Innovations does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

(11) Governing Law: This contract is governed by the laws of the State of Florida and applicable tariffs.

(12) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

(13) Traffic Accounting Authority: By accepting Network Innovations as the vessel's Traffic Accounting Authority, I understand that Network Innovations will charge a 10% Surcharge on any calls made through a Non-Network Innovations assigned Land Earth Station (LES). I understand that this surcharge will be based on the invoiced cost to Network Innovations by the Land Earth Station(s) and will include that invoice amount.

I, the Owner or Owner's Legal Representative, have read and agree to comply with the 'Terms and Conditions for the use of the Inmarsat space segment', in particular with all applicable national laws and regulations relating to the use of Inmarsat Mobile Terminals. I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize Network Innovations Inc. or its representatives to access and review the information and references identified in this application, and all other relevant information, and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

Signature

Date

Print Name

Title