AgilePlans® Standard Installation Terms and Conditions

These AgilePlans Standard Installation Terms and Condition are subject to and incorporate by reference the KVH Professional Services Standard Terms and Conditions and shall apply to installation services ordered by Subscriber from KVH in connection with AgilePlans by KVH (AgilePlans ONE, Global, and Regional).

I. Standard Installation Services

AgilePlans Standard Installation Services ("Installation Services") are based on a simple three (3) step process to help Subscriber deploy its maritime mobile connectivity solution on board Subscriber vessels, as follows:

Step One: Identification of Subscriber Information, Installation Service Window, and Products

Step Two: Preparation of the Vessel for Installation

Step Three: Installation

Step One: Identification of Subscriber Information, Installation Service Window, and Products

Subscriber shall submit a purchase order to KVH including the following Subscriber Information, Installation Window, and Products, at a minimum:

- Vessel Name
- Installation Location
- Ship Agent's Contact (if known)
- Vessel Arrival Date
- Product Name, Part No., Description, and Quantity
- Vessel Departure Date

Step Two: Preparation of the Vessel for Installation

Responsibility of the Subscriber

Prior to the arrival of the Installation Services technician, Subscriber shall be responsible to ensure that the Products, installation site, and hardware and accessories required to complete the Installation Services in a safe manner are prepared and ready according to the guidelines in the applicable KVH Installation Guide, and as follows:

- Provide Products on the Vessel;
- Antenna pedestal fabrication and installation that is readily accessible;
- Any deck or bulkhead penetrations required to run cables;
- Opening and closing of headliners and cable trays when installing cables;
- Installation of cables to support the equipment package;
- Adequate rack space and cooling to house belowdecks equipment;
- Protection measures for intermittent or dirty power;
- Sufficient amount of power, power sources, and proper electrical grounding availability;
- Conduct any preliminary diagnostic steps requested by KVH;
- Move or rearrange furniture or other obstructions to provide the installation technician with full, free, and safe access to the work space; and
- Run the required antenna cable(s) from the antenna mounting pedestal to the belowdecks equipment location.

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Step Three: Installation

Responsibility of the Subscriber

Prior to and during installation of the Products, Subscriber shall be responsible to provide the following:

- Supply of at least two crew members to assist during installation; and
- Vessel enterprise network infrastructure.

Responsibility of KVH

As part of the Installation Services, KVH shall be responsible to provide one (1) technician to provide the following services to the Vessel:

- Antenna installation to a suitable structural mount;
- Racking of belowdecks equipment;
- Cable termination and connection at antenna and rack;
- Software updates and system configuration;
- Functional test prior to system turnover; and
- Initial crew training.

All Installation Services are for labor only; no hardware, software or accessories are included.
KVH may, refuse to install Products if, in its reasonable discretion, the Products or the Vessel are not in suitable state for performance of the Installation Services, including, but not limited to hardware, software and/or accessories that are incompatible, are or appear to be damaged, have been altered or modified without authorization, are inappropriate for installation, exhibit signs of excessive wear or are deemed unsafe. Subscriber may be subject to a trip charge should the installation technician conclude the proposed installation is unsafe and should not be completed.

II. Installation Costs & Fees

All Installation Services set forth above are included in the AgilePlans monthly subscription within the constraints in the AgilePlans shipping and installation allowances set forth at **www.kvh.com/agileports**, provided that Installation Services are performed during regular business hours, that Subscriber will employ the KVH standard system configuration and that the Subscriber has fulfilled all of its responsibilities set forth herein.

Subscriber agrees and acknowledges that Installation Services does not include site survey, transport/launch service to Vessel, crane hires, rigging, scaffolding, safety equipment, work permits, waiting times, cancellation fees, additional technicians and Unplanned Work ("Additional Expenses"), which Additional Expenses shall be separately invoiced to Subscriber. Unplanned Work includes any additional installation services to be performed by KVH resulting from unauthorized alteration or modification of the Products, failure of Subscriber to fulfill any of his/her responsibilities herein or otherwise to the satisfaction of KVH or any changes to the purchase order.

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