



## **Starlink from KVH – Two Month, 10 TB Demo Program**

### **Terms and Conditions**

1. **DEMO.** You agree to demo the Starlink Service for two (2) months (the “Starlink Service Demo”) in accordance with the following terms. The Service Plan available for the Starlink Service Demo is the 5TB Mobile Priority Plan (the “Services”). In order to be eligible for the Starlink Service Demo, you must qualify as a “merchant ship” and provide an accurate IMO number as part of the Demo registration process. Upon confirmation, eligible merchant ships will receive two (2) months of free Services. At the expiration of the Starlink Service Demo period, if you have not cancelled Services in accordance with Section 3 below, you will be charged for the Services on a monthly basis. If you acquired the Starlink Kit under the terms of KVH’s Hardware Demo program and have not cancelled before the end of the Starlink Service Demo period, you will be charged the full retail price for the Kit.

2. **TITLE TO KIT.** If the Starlink Kit has been provided under the terms of the Hardware Demo program by KVH Industries, Inc. (KVH), KVH retains title to the Kit until the Kit is either returned under the terms of Section 3 below or the Kit is purchased during or at the end of the demo in accordance with the KVH Master Demo Agreement. If you elect to purchase the Starlink Kit outright at the start of the Starlink Service Demo, KVH transfers title to the Starlink Kit and any optional accessories to you at the time of delivery. The Starlink Kit will be assigned to KVH as the airtime service provider but may be unlocked for an additional fee should you wish to transfer airtime service to another provider.

3. **CANCELLATION AND RETURN.** If you are not satisfied with the Services and wish to cancel, you must notify KVH by phone or email before the end of the two (2) month Starlink Service Demo period. If you cancel prior to the end of the Starlink Service Demo, you must return any Starlink Kit acquired through the Starlink Hardware Demo program to KVH within thirty (30) days of the end of the Starlink Service Demo period. If you fail to return the Starlink Kit or the Starlink Kit is damaged beyond normal wear and tear, you will be charged the full retail price for the Kit. Refunds will not be granted to Starlink Kits purchased outright.

4. **PERMITTED USE.** You may only provide access to the Services to your employees, passengers, and/or crew. You shall not resell or provide access to the Services as a stand-alone or integrated service or use the Services to provide methods of networking connections to third-party operators.



**5. LICENSE.** Software copies and updates installed on the Starlink Kit are not sold, only licensed to you (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to the Software License and Usage Terms.

**6. INSTALLATION.** You are responsible for installation of the Starlink Kit in a location on the merchant ship that has a clear field of view per the Set-Up Guide available at <https://support.starlink.com/>. You are also responsible installing the Starlink Kit securely so that equipment will not become dislodged due to vessel movement, weather, or other external factors. You shall not modify the Starlink Kit in a manner (including cosmetic/paint changes) that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover/radome, unless approved by Starlink. At KVH's or Starlink's discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment Limited Warranty may be voided. Should use of the Services require any construction or alteration to your vessel, neither KVH nor Starlink are obligated to reimburse any expenses or restore your vessel to the same physical state as prior to delivery of Services. If you require a permanent vessel mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your vessel or property for penetration of the membrane. It is your responsibility to ensure compliance with all applicable laws, rules, regulations, maritime safety codes, ordinances, port and harbor rules, conditions, restrictions, lease/charter obligations and vessel owner approvals and requirements for the installation of the Starlink Kit.

**7. LIMITATION OF LIABILITY.** EXCEPT FOR DAMAGES FOR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, AND ACTUAL DIRECT DAMAGES FOR BODILY INJURY PROXIMATELY CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THE FURNISHING, INSTALLATION, MAINTENANCE, TESTING, EVALUATION OR USE OF THE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

**8. NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE STARLINK KIT IS OFFERED "AS IS." NEITHER KVH NOR STARLINK MAKE ANY WARRANTY,



REPRESENTATION OR OTHERWISE, EXPRESS OR IMPLIED. BOTH KVH AND STARLINK EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. INDEMNIFICATION.** You agree to compensate and hold harmless KVH and Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Demo terms, any and all uses of your account or the Services by you or your end users. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the Acceptable Use Policy, or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Demo terms.

**10. COMPLIANCE.** The parties must comply with all laws and regulations applicable or related to the performance of obligations under this Agreement. You agree not to use, or permit others to use, the Services in ways that (a) violate any law or applicable regulation, (b) violate Starlink's Acceptable Use Policy or Fair Use Policy (c) infringe the rights of others, (d) interfere with the users, Services, or Starlink Kit, the Starlink network or other networks.

**11. TERMS OF SERVICE.** The Parties agree and acknowledge that these Demo terms cover activities under the Demo only and that either the (i) Starlink Maritime Service Terms, (ii) Starlink Enterprise Terms, or (iii) KVH Master Services Agreement as applicable, will apply once the Demo period expires if you do not cancel the Services.