1 DEFINTIONS AND INTERPRETATION

a) In these Terms and conditions of Business:
   i) The 'Agreement' means the agreement for the provision of services to the 'Customer' by 'Global Technology' under these Terms and Conditions of Business.
   ii) The 'Customer' means any person, firm or company which engages in an agreement with 'Global Technology' and which is depicted in the section marked Applicant on the "GT Sales Registration Form"
   iii) 'GT' means 'Global Technology Ltd', registered in the UK.
   iv) The 'Charges' means the charges from time to time notified by GT to the Customer payable by the customer for the service. Also this includes any messaging forwarding costs or any additional costs for any additional services such as but not limited to, Airtime usage Charges, Anti Virus Charges and Charges for other services provided from time to time.
   v) 'Communication' means a data session in which data has been transferred through the GT Service in either or both directions, or a voice session using GT Airtime Service.
   vi) 'GT's Undertaking' means the undertaking to the Customer by GT relating to the Service Levels, confidentiality, data security , employee integrity and data storage;
   vii) A 'Message' means a piece of data of any kind which the Customer requests to be processed and transmitted to a correctly addressed destination.
   viii) The 'Service' means the use of our GTMail software to access our server for the processing of data or messages. It includes our handling of these messages, ensuring that they are sent on to their final destination in an efficient and timely manner.
   ix) The GT Airtime Service means the service whereby GT provides the Satellite airtime to the Customer and invoices the Customer for the use by the end user of such Airtime. GT reserves the right to use any Satellite Airtime Provider.
   x) The 'Software' means the GT email software or any other GT software and any improvements or enhancements there to, provided from time to time by GT to the Customer.
   xi) "Service Levels" means the performance levels of the service applicable to certain Services, detailed in the SLA.
   xii) "Service Level Agreement" or "SLA" means a document that describes the applicable Service Levels, detailing measurement against preset standards, procedures and available remedies, which are identified as a "Service Level Agreement" or "SLA".
   xiii) 'Additional Services' means any additional services that the Customer requires that were not originally indicated as required by the Customer on the GT Sales Registration Form.
   xiv) 'GT Sales Registration Form' is the document to be completed by the customer prior to an order being completed, which, contains details of the customer requirements, together with the Customer name and address as well as the invoice address and accounts contact name, a copy of which can be forwarded to the customer upon request.
b) The headings in these Terms and Conditions of Business are for convenience only and shall not affect the construction or interpretation thereof.
c) Reference to the singular shall include the plural and vice versa.

2 TERMS OF AGREEMENT

This Agreement shall take effect from the date of first usage of 'The Service' including GT Airtime Service on the first ship and shall, subject to clause 11 below and to GT's Undertaking, continue for the 'Minimum Contract Term', of 12 months, and thereafter until terminated by either party by not less than 12 weeks notice in writing given to the other party. If 'The Service' has been used during the month of termination the 'Customer' will be invoiced in full for that month.

3 PROVISION OF THE SERVICE AND WARRANTIES

a) GT shall only provide the Service to the Customer under these Terms and Conditions of Business. GT shall not be bound by any agreement which varies these Terms and Conditions of Business unless such agreement is in writing and duly signed by an authorized officer of Global Technology.
b) Any request by the Customer for GT to provide Additional Services shall represent a separate offer for the supply of the Additional Services capable of acceptance by GT at its sole discretion. Any acceptance of the offer by GT shall be upon these Terms and Conditions of Business and the Customer acknowledges and agrees that it shall be bound by and comply with its obligations (including payment of the charges for the Additional Services which shall be agreed by GT and the Customer at the time) arising under these Terms and Conditions of Business.
c) GT warrants that:
   i) it is the sole owner of and/or has acquired the rights (and/or has all the requisite rights to grant the license granted hereunder) to all copyright, patent rights, and any and all other intellectual property and proprietary rights to and in the Software thereof made by GT and the use thereof will not, to its best knowledge, infringe the intellectual property or other proprietary rights of any third party;
   ii) the Software will conform substantially to its specification in all material aspects during a warranty period of 90 days commencing on the date GT supplies such Software to the Customer;
   iii) it has no knowledge of any infringement claims relating to the Software or of any allegations or circumstances which might reasonably give rise to any such claim;
   iv) so far as GT is actually aware, the Software does not contain any spy-ware, 'Trojan horses', time-bomb, virus or other similar malicious code;
   v) so far as GT is actually aware, it is not party or subject to any agreement, undertaking, instrument, indenture, law or regulation that could adversely affect its ability fully and freely to fulfil its obligations as set forth herein; and
d) each party represents and warrants to the other party that it has duly obtained all corporate approvals necessary for the execution, delivery and performance of this Agreement, that it has the relevant capacity to enter into this Agreement and that this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with its terms.
e) Without limitation to the foregoing, GT does not warrant that the Sophos AVS product will meet the customer's requirements or that the operation of the product will be error free or uninterrupted or that defects in the product will be corrected. GT does not warrant that the licensed Sophos AVS products will detect and/or correctly identify and/or disinfect all threats, applications (whether malicious or otherwise) or other components.
f) The Sophos AVS package is used at the Customers own risk to the maximum extent permitted by applicable law. In no event shall Sophos or any of it's third-party licensors and suppliers or contributors of certain included software be liable to the customer for or to those claiming through the customer for any direct, indirect, consequential, incidental or special damage or loss of any kind including but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and whether arising under contract or tort, including negligence, even if Sophos has been advised of possibility of such damages.
g) The customer is deemed to have accepted the Sophos Terms and Conditions [a copy of which is available on the Sophos website (http://www.sophos.com/legal/eula.html)] upon first use of the Sophos AVS package.

4 SCOPE OF THE SERVICE

a) Upon receipt of any Communication from the customer GT shall, subject to the provisions set out in paragraphs 4(b) to (d) below, transmit the message to the required destination.
b) GT undertakes that during the term of this Agreement the Service will be provided in accordance with SLA. However, GT reserves the right to transmit a message via any route or any procedure or by any common carrier and according to its own handling, storage and transmission methods and (where GT considers it necessary or desirable) to sub contract performance of all or any part of the service to a third party.
c) GT reserves the right to interrupt or send in parts any Message to the destination required; GT shall intervene manually to endeavour to correct any addressing problems, if unable to transmit such Message.
d) GT shall ensure availability upon request, to the customer a notification of delivery or non-delivery for any message received for transmission within two hours of the receipt by GT of any message, subject to notification to GT from third party providers.
e) GT shall monitor performance of all communication channels and take reasonable measures to ensure that users achieve maximum efficiency and periodically report to Customers on performance and efficiency of communication channels.
f) GT shall use all reasonable endeavours to provide a 24 hour service, 365 days a year.
g) GT shall as far as reasonably possible and practicable when providing the Services ensure that Customer's data being transmitted via the Service is protected against any unauthorised access or use that would result in substantial harm to the Customer.

5 CHARGES – MESSAGING

a) The customer shall pay the Charges as specified in the 'GT Sales Registration Form'.
b) Due to ship disposal and acquisition, the number of ships in the attached list is likely to fluctuate, however the charge per ship as specified in the section marked Tariff on the "GT Sales Registration Form' is applicable for all customer's ships as notified by the customer from time to time.
c) On the first day of each calendar month (or close to) GT shall produce an invoice to the customer showing details of all messages successfully transmitted during the period since the date of the last invoice and details of the aggregate charges payable in respect of such period. GT shall endeavour to send such invoice to the Customer before the 10th day of that calendar month. Invoices may be made out in whatever currency GT deems appropriate.

6 PAYMENT OF CHARGES

a) Unless otherwise stated on the invoice, all payment terms are strictly within 30 days of the date of the invoice.
b) Where the Customer has failed to make full payment of an invoice for the Charges as specified in clause 5 above by its due date for payment, GT shall be entitled, without prejudice to any other right or remedy that GT may have, to charge interest at the rate of 2% above Bank of England Base Rate per month on the amount of all outstanding invoices. In addition, if any invoice remains unpaid after a period of 45 days from the date of the invoice, GT reserve the right to disconnect the service until all outstanding invoices, including

any interest and/or charges, have been cleared and the account is returned to a level that is within our normal terms and conditions as before mentioned. In addition a re- connection fee of $50.00 per vessel may be charged.

c) All payments are paid in arrears, unless stated otherwise in the Agreement. All prices do not include VAT or any applicable sales tax, which will be added as required by law and our VAT number is: GB757 6758 69. If the Customer is required by law to make any deduction or withholding from any payment due under this Agreement (including the payment of interest), then the Customer will:
   i) give notice to GT of any such requirement or any change in such requirement as soon as it becomes aware of it;
   ii) ensure that the deduction or withholding is made and that it does not exceed the minimum legal requirement;
   iii) ensure any deduction or withholding is paid to the relevant tax authority in accordance with applicable law and before the date on which interest or penalties arise;
   iv) not later than payment under clause 6ciii), pay to GT such increased sum as will result after the deduction of withholding (and after taking account of any further deduction or withholding which is required to be made as a consequence of the increase), in the receipt by GT of a net amount which is to be equal to the full amount which would otherwise have been received by GT had no such deduction or withholding been required;
   v) promptly forward to GT evidence of the deduction or withholding which has been made, including all receipts or other official documentation which are issued by the relevant taxation authority provided that if GT determines, in its absolute discretion, that it has received a tax benefit (in the form of a credit against or relief or remission for, or repayment of any tax paid or payable by it) by reason of any deduction or withholding in respect of which the Customer has made an increased payment under this clause 6b, GT shall pay to the Customer (to the extent that GT can do so without prejudicing the amount of such benefit or repayment and the right of GT to obtain any other benefit, relief or allowance which may be available to GT) such amount, if any, as GT in its reasonable discretion shall determine will leave GT in no worse position than GT would have been in if the deduction or withholding had not been required.

d) The Customer shall make all payments due under this Agreement in full without any deduction whether by set-off, counterclaim, discount, abatements or demise.

e) GT will pass on to the customer any charges incurred in the collection of late or outstanding payments.

f) During the Minimum Contract Term, the tariff shall be as per the 'GT Sales Registration Form'. During the Initial contract period, the forwarding charges will only be increased or decreased by GT when changed by Third Party suppliers and then by giving no less than one month's written notice before such an increase or decrease takes effect.

g) After the initial contract period, GT shall notify the Customer of any increase or decrease in the Charges by written notice given not less than one week before such an increase or decrease takes effect.

h) GT reserves the right to only send invoices by e-mail or CD. Hard copy invoices will be printed if requested. However, detailed messaging data will be printed and mailed at an additional charge.

7 OBLIGATIONS OF THE CUSTOMER

a) The Customer shall at all times comply with and accurately perform the instructions contained in the Operating Instructions that are provided separately with the Software.

b) The Customer agrees that GT's Undertaking shall be subject to the observance by the Customer of the Operating instructions and in particular shall be subject to the Customer:
   i) being able legitimately to transmit data which is the subject of any Message; and
   ii) the Customer informing affected parties where any personal data is transmitted or changed.

c) The Customer agrees to allow GT (without assumption of any liability by GT) free access to non GT terminals and computer systems in order to install and maintain the GT access software.

d) The Customer agrees to notify GT in writing (e-mail accepted) within seven days of any invoice production by GT, of any changes or amendments to the information given by the Customer. This includes but is not limited to, the invoice address, contact details, change of ownership or dispute relating to the invoice, e.g. price.

8 SOFTWARE LICENCE

a) GT grants to the Customer a non – exclusive, non transferable license to use the GT Mail Software for the duration of the Agreement.

b) Use of the software is governed by the terms on the Software License attached hereto

c) The Customer agrees as follows:
   i) The Customer shall have no right to print, copy or otherwise reproduce, in whole or in part, the Software or to sell, sub license or otherwise dispose of the software.
   ii) The Customer shall make no changes or additions to the Software.
   iii) The Customer shall bring to the attention of GT any infringement or suspected infringement by any third party of any of the rights of GT in taking all such action as GT may at its sole discretion decide and require for the purpose of protecting such rights.

d) Subject to Clause 3(c) and the SLA, GT gives no assurance to the quality, condition, description or fitness for purpose of the Software and all implied terms relating thereto are hereby excluded to the fullest extent permitted by law. The Customer hereby recognizes that as regard the Software, the Agreement is a contract for the creation and transfer of an interest in intellectual property for the purposes of Schedule 1 to the Unfair Contract Terms Act 1977.

e) For the avoidance of doubt and without prejudice to the foregoing, any liability of GT arising out of the use by the Customer of the Software or otherwise in connection with the Software shall be limited in the manner provided for in clause 10 of these Terms & Conditions of Business.

f) On the termination of the Agreement howsoever caused:
   i) The Customer shall cease to have the right to use the software and shall, at the request of GT, forthwith deliver to GT or to such other persons GT may direct, the Software and any object codes, tapes, disks, manuals and any other material or documentation relating to the Software and any copies thereof in the possession or under the control of the Customer; and
   ii) The Customer shall erase or otherwise destroy any program or other series of instructions relating to the Software contained in any memory device in the possession or under the control of the Customer.

9 INDEMNITY

a) The Service is supplied to the Customer by GT on the express condition that the Customer does not use or intend to use the Service for any unlawful purpose and the Customer agrees to indemnify and hold GT harmless from any claim, loss, demand, cost, fine or liability whatsoever arising from any unlawful use caused by the customer including (without limitation) liability awarded against GT by a competent court for libel, slander, infringement of copyright or any other intellectual property right. The obligation of the Customer to indemnify GT under this clause 9 shall continue notwithstanding termination of the Agreement.

b) GT will indemnify the Customer against damages and costs awarded against the Customer by a competent court in the United Kingdom in respect of any claim by any other person alleging infringement of any intellectual property rights as a consequence of the Customer's use of the Software in accordance with the terms of this Agreement (an "Intellectual Property Rights Infringement"), provided that the Customer:
   i) gives notice to GT of any suspected Intellectual Property Rights Infringement forthwith upon becoming aware of the same;
   ii) gives GT the sole conduct of the defence to any claim or action in respect of an Intellectual Property Rights Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except at the express instructions of GT; and
   iii) acts in accordance with the reasonable instructions of GT and gives GT such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the foregoing the filing of all pleadings and all court processes and the provision of relevant documents.

c) GT shall reimburse the Customer its reasonable costs properly incurred in complying with the provisions of clause 9b).

10 LIMITATION OF LIABILITY

a) Liability for Data Usage. For the avoidance of doubt, the Customer shall be fully liable for payment for any and all data charges accrued through the use of the software.

b) It is the sole obligation and responsibility of the Customer to ensure that all Software, Equipment and associated computer hardware and software are properly configured with respect to the services being used and that only authorised users are permitted access to the Equipment and or software. No credits or refunds will be provided by GT for data (or voice) usage that is alleged to be accidental, inadvertent or unauthorised.

c) GT shall be under no liability for loss or damage (with exception of: liability in negligence for death or personal injury), including any consequential or incidental loss or damage suffered by the customer in the event that:
   i) The Customer has not complied with or performed fully and accurately with the Operating Instructions;
   ii) The loss or damage caused by failure of GT to transmit any message of the Customer, whether or not GT has given notice to the customer in accordance with the terms detailed in clause 4(d) and 4(e) that GT has been unable to transmit such Message;
   iii) The loss or damage caused by the delay on the part of GT to perform the service and the Customer (aa) requested that the transmission of a message be given priority service by GT and (bb) paid or undertaken to pay any additional charges in connection with the priority service so requested;
   iv) Any special forms such as, but not limited to, the USCG NOA/D form, have failed to arrive at their destination or have failed to arrive on time or have arrived incorrectly completed or have any such similar problem or failure.
   v) Customers will use the Anti Virus product at their own risk. To the maximum extent permitted by applicable law, in no event shall Sophos or GT be liable to the Customer for any direct, indirect, consequential, incidental or special damage or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and whether arising under contract or tort, including negligence, even if Sophos or GT have been advised of the possibility of such damages.

vi) If any limitation, exclusion, disclaimer or other provision contained in this end-user licence agreement is held invalid for any reason by a court of competent jurisdiction and Sophos or GT becomes liable thereby for loss of damages that may lawfully be limited, such liability whether in contract, tort or otherwise, will not exceed the fee paid by the Customer for the product.

d) Force Majeure

Neither party shall be liable towards the other party for loss or damage incurred as a result of the first party's failure to perform it's obligations under this agreement due to the events beyond the first parties' control. These events include but are not limited to Acts of God, Fire, lightening, earthquake, storm, or flood, war or threat of war, the action of civil, military or government authorities, riots civil commotion or strikes, act of government ,power cuts ,inability to obtain energy or suitable components, material, equipment or transportation failure or non-operational of any telecommunications and telegraph works used by GT and the actions or neglect of any third party including but not limited to British Telecommunication plc and any domestic or international telecommunications and telegraph works used in the provision of the Service, including:

i) The loss or damage is caused to terminals or computer systems on the Customer's premises for any reason whatsoever.
ii) The loss or damage is caused by any breach by the Customer of any of its obligations under the Agreement.

e) Without prejudice to, and in any case in which clause 10(b) above does not apply for any reason, the liability of GT for any loss or damage arising directly or indirectly as a result of a breach of any express or implied term, condition, statement, warranty, undertaking or representation forming part of the Agreement., or caused by negligence, act, omission, mistake, interruption, delay, error, or defect in the performance of the Service shall not exceed in respect of a claim or series of claims (whether related or unrelated) made by the Customer in any period of twelve months such amount as is equal to the total amount paid by the Customer by way of Charges during the period of twelve months (or, if less the duration of the Agreement) preceding the data on which the Customer's claim is notified to GT.

f) If the limitation contained in clause 10(c) above is held to be void or enforceable for any reason, the liability of GT for any damage referred to in clause 10(c) above shall be such sum as may be considered reasonable in all the circumstances after taking into consideration the actual knowledge of GT (and not any knowledge which may be implied) of any special damage or loss of the Customer which is likely to occur as a result of such negligence, act , omission, mistake, interruption, delay error or defect as aforesaid.

g) The Customer accepts that the limitations and exclusions set out in sub-clauses (a), (b), (c) and (d) of this clause 10 are reasonable having regard to all the circumstances, including the charges.

11 FURTHER TERMS OF AGREEMENT (TERMINATION OF)

a) Following the Minimum Contract Term, either party shall have the right at any time to terminate the Agreement on 14 days notice in writing to the other Party without prejudice to any other right or remedy if the other Party:

i) shall fail to make on the due date any payment due under the terms of the Agreement;
ii) shall fail to remedy any breach of the agreement within 14 days of the agreement of being notified in writing of the breach by the other Party; or
iii) shall at any time become insolvent or bankrupt or enter into any agreement with or for the benefit of its creditors or be wound-up compulsory (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or have a receiver appointed over all or any part of its undertaking or assets or shall suffer any distress or execution to be levied upon or enforced against any of its property assets or shall suffer any event similar to the foregoing which will cease or threaten to cease to carry on business.

b) The Parties agreed that the termination of the Agreement for whatsoever reason shall not release them from and of their obligations under the Agreement arising prior to it's termination including, but not limited to all outstanding charges.

12 NOTICES

a) Any notice required to be given under or in connection with these Terms and Conditions of Business or the 'GT Sales Registration Form' may be delivered personally or sent by first class post (airmail if overseas) or by telex, facsimile or electronic mail.

b) The address for the service of each party shall in the case of GT be as per clause 16 in these Terms and Conditions, and in the case of the Customer, be at it's address stated in the GT Sales Registration Form or, if any other address for service has previously been notified to the server, the address so notified.

c) Any such notice shall be deemed to have been served:

i) if delivered personally, at the time of delivery;
ii) if posted, at the expiry of 2 business days or in the case of airmail 5 business days after it was posted;
iii) if sent by telex or facsimile message, at the time of transmission (if sent during normal business hours, that is 8.00 to 17.00 local time) in the place from which it was sent (if not sent during such normal business hours) at the beginning of the next business day in the place from which it was sent; or
iv) if sent by electronic mail at the time it left the mail box of the party serving the notice.

d) GT agrees that any writ judgment or other notice of process shall be sufficiently and effectively served on it if delivered in connection with proceeding in England to: - Global Technology Ltd.

13 CONFIDENTIALITY CLAUSE

Both parties mutually agree that all information whether of a technical or business nature supplied by one to the other is confidential and may not be disclosed to any other party without express written permission.

Both parties agree that they shall not reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to pursue copy or use any such confidential information, messages and data save as is strictly necessary for the purpose of this agreement.

Both parties shall notify their employees of their obligation of confidentiality to the other under this guarantee. In the event of any unauthorized action with respect to the confidential information, of which a party becomes aware the party shall promptly report to the other party and shall take such steps as are necessary to prevent or stop such action.

Each party shall at its cost and expense deliver to the other party or designated representative or destroy all material classified by other party as confidential (including copies thereof) which is in the other party's possession or control.

The provisions of this clause shall survive the expiry or termination of this agreement.

14 LAW AND JURISDICTION

The agreement and these Terms and Conditions of Business and all agreements between the Customer and Global Technology shall be governed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts in London provided always that nothing in this clause shall prevent GT from issuing a claim, action or proceedings including enforcement proceedings or seeking redress in any other legal jurisdiction.

15 GENERAL

a) The Agreement represents the entire agreement between parties in relation to the provision of the Service and supersedes any previous agreement whether written or oral.

b) The Customer shall not assign or transfer the Agreement or any part of it or any of its rights, duties or obligations without the prior consent in writing of GT.

c) Any provision hereof which is void or unenforceable in any applicable jurisdiction shall be to the extent of such invalidity or unenforceability deemed separable and shall not affect any provision hereof.

d) Where the Agreement or any part of it shall be printed in a language other than English and a conflict shall arise in the interpretation of the English and non English version, the English version shall prevail.

16 Customer Service Information

Customer Service and Support
Global Technology Ltd
11 Padgate Business Park
Green Lane, Padgate
Warrington
Cheshire WA1 4JN
United Kingdom

Contact Tel No: 00 44 1925 818 940
Contact Fax No: 00 44 1925 814 192
Email: support@satemail.com