

# **SkyFile**

## **Suite of Services**

### **General Terms & Conditions V6 – 4 July 2022**

- o To activate a SkyFile Mail account and use SkyFile Mail Packages (“the Service(s)”), the Customer has to submit an order (“SkyFile eForm”) in Portal 360 (“P360”). SkyFile eForms will be automatically treated by the system.
- o In case of impossibility to use the online order tool in P360, the Customer can also fill in an order form and send it to Marlink Service Desk (servicedesk@marlink.com). This procedure shall remain exceptional.
- o All the Services are subject to a Monthly Fee.
- o Among the Services, Customer can choose between Lite, Entry, and Premium Packages.
- o The Monthly Fee will be invoiced in arrears and in a prorata basis upon activation date in P360.
- o The Customer can upgrade or downgrade the Service(s) at any time without penalties.
- o All Services have an initial commitment period (“Initial Term”) starting from the activation date:
  - o 1 month for Lite,
  - o 3 months for Entry,
  - o 12 months for Entry+, Premium and Premium+.
- o After the Initial Term, the Service shall automatically be renewed on a rolling month by month basis, unless deactivated in accordance with these General Terms & Conditions.
- o The Customer can deactivate the Service at any time after the Initial Term, by deactivating the account in the online order tool in P360.
- o If deactivation occurs prior or during the Initial Term, an early termination fee (“ETF”) equal to the amount of the remaining Monthly Fees shall be charged. The ETF will be charged without a prorata basis upon deactivation by the online order tool in P360.
- o The termination of the connectivity contract (i.e. Sealink contracts, MSS contracts, etc.) does not lead to the automatic deactivation of SkyFile Suite of Services; therefore, the deactivation of these Services shall be done separately by the Customer via P360, or by notifying the Service Desk. If Marlink does not receive a request of deactivation, the Services will continue to be charged to the Customer.
- o In case of deactivation, no prorata will be performed: the full month in which deactivation occurs, will be due.
- o In the event of failure of payments - in whole or in part - or in case of late payments by the Customer, Marlink may, at its sole discretion, choose to suspend the Service, pending receipt of outstanding amounts. The suspended account can be resumed by Marlink only, once the Customer has settled all outstanding invoices.
- o Marlink can deactivate the Service, if the Customer does not fulfil its obligations within thirty (30) days from the notification of unpaid invoice(s).
- o If the Customer wants to reactivate SkyFile Mail account(s), a new order in P360 needs to be submitted.
- o Prior to such re-activation, the Customer will be required to settle all outstanding balances on unpaid Monthly Fees (if any).

- o Any modification (billing entity, sold or scrapped vessels, etc.) shall be notified in writing to Marlink Service Desk (servicedesk@marlink.com).
- o The Initial Term for SkyFile Mail Entry shall be changed to 12 months if additional options are activated (see below).
- o The Terms & Conditions applicable to SkyFile Mail Premium concerning the Initial Term and the ETF are applicable also to SkyFile Mail Entry+.
- o It remains the Customer's responsibility to inform Marlink Service Desk of any changes to contact details in a timely manner, especially the nominated email address(es) for SkyFile notifications. Failure to do so may result in missed information and issues which Marlink cannot accept responsibility for.

### **Suspension and resumption**

- o The Customer has the possibility to suspend or resume a SkyFile Mail account at any time, via the SkyFile eForm available in P360.
- o The suspension of an account has immediate effect.
- o If suspension and reactivation requests are received during the same month for the same account, the subscription fee will not be suspended, and the full amount shall be due.
- o During the suspension period, the account is not usable, and the billing is suspended.
- o Shore to ship emails sent to a suspended account are rejected. The sender is notified that the account is suspended.
- o Ship to shore emails are rejected in SkyFile Mail Client.
- o An account suspended by the Customer can be resumed by the requester Customer or by Marlink.
- o In terms of Initial Term and ETF, the suspension of an account follows the same rules than the deactivation of an account:
- o SkyFile Lite account can be suspended at any time but the one (1) month minimum commitment shall apply anyway.
- o SkyFile Entry account can be suspended at any time but the three (3) months minimum commitment shall apply anyway.
- o SkyFile Premium account can be suspended at any time but the three (3) additional months (as for the deactivation) will be charged anyway.
- o An account cannot be suspended more than eighteen (18) months. If an account is suspended for more than eighteen (18) months, the account will be automatically deleted by the system without further notice.
- o A SkyFile Anti-Virus account, when suspended, will receive the daily updates in the mailbox during the first fifteen (15) days of the suspension period. After this period, the daily updates are not received anymore.

### **Freezing period**

- o When an account (and the related username) is deleted by the Customer or by the Service Desk, the account is frozen. This means that, during the first three (3) months from the account's deletion, the same account/username cannot be attributed again to another customer or to the same one.
- o At the end of the freezing period the username becomes again available and it can be attributed to the same customer or another one. SkyFile® Mail - Automatic Blind Carbon Copy

- o Customer may activate SkyFile Mail Auto Forward, under these terms and conditions, in P360 or by contacting Marlink Service Desk (servicedesk@marlink.com) This feature allows the emails sent to or by the members of the Customer's vessels to be copied to a specific e-mail address indicated by the Customer ("E-mail Address").
- o Customer acknowledges that the use of this feature will be limited to professional purposes only and that the consents of all the members of the vessel will be required:
  - A limited application: Customer shall provide to Marlink's Key Account Manager the list of corporate emails addresses which will be copied to the E-mail Address, and which are used for professional purpose only. Any emails sent to or from private email address of the members of the vessel will not be copied to the E-mail Address.
  - Consents of the members of the vessel: the members of the vessel know and accept beforehand that the corporate emails sent to or by them will be copied to the E-mail Address. As soon as the feature is activated, the members of the vessel will receive an email indicating that all emails sent to or from their corporate email address will be copied to the E-mail Address. The sender will have the possibility to accept or to refuse to send emails with this modality.
- o Customer acknowledges that it is under his responsibility to inform any member of the vessel of the activation of such feature SkyFile Mail Auto Forward.

## **SkyFile Mail – Available options**

- o SkyFile Mail Lite can be activated as a single account or in a pool of accounts.
  - o SkyFile Mail Entry can be activated with optional features which are invoiced on top of Entry Monthly Fee.
  - o SkyFile Mail Premium can be activated with optional features which are invoiced on top of Premium Monthly Fee.
- Please contact your Marlink Key Account Manager for further information on these SkyFile options.

## **SkyFile Entry+ - Specific Terms and Conditions**

SkyFile Entry+ allows the Customer to activate and to use certain SkyFile Premium features without having to subscribe to the full Premium package.

- o Each single service can be activated separately. Services are invoiced separately. The price of each service will be cumulated.
- o The Available Options applicable to SkyFile Mail Premium are also applicable to SkyFile Mail Entry+.

## **SkyFile Anti-Virus - Specific Terms and Conditions**

- o To activate SkyFile Anti-Virus (the “Service”), SkyFile Anti-Virus Customer Sub License Agreement V3- 31 October 2012 shall be read, agreed and signed by the Customer during the installation of the software.
- o Customer may choose between SkyFile Anti-Virus Entry and Premium.
- o All SkyFile Anti-Virus Packages are subject to an activation fee per vessel for each first activation or reactivation of a license.
- o All the Services are subject to a Monthly Fee.
- o The Monthly Fee will be invoiced in arrears and in a prorata basis upon activation date in P360.
- o The Service shall be subscribed for an initial commitment period of twelve (12) months (“Initial Term”).
- o After the Initial Term, the Service shall be automatically renewed for twelve (12) months, unless the Customer requests the termination of the Service before the end of the Initial Term. Before the end of the Initial Term, Marlink will send notifications to inform the Customer that the end date of the Service is approaching.
- o Unless otherwise agreed between Marlink and Customer, the prices as per Marlink catalog apply (please ask your Key Account Manager).
- o The antivirus engine has a limited duration of life. The Customer must take the necessary measures to ensure the continuity of the Service and perform the necessary updates.
- o At least three (3) months prior to the antivirus engine’s end of life, Marlink will send notifications to Customer, to inform of the antivirus engine’s end of life.
- o If the Customer does not perform the update, SkyFile Anti-Virus' daily updates are no longer being sent to the Customer after the date of end of life. Marlink disclaims any liability in case the Customer has not taken appropriate measures following Marlink's warnings.
- o If the licenses purchased by the Customer is not used within three (3) months, Marlink Service Desk will notify the Customer.
- o In case of downgrade, a fee equal to an amount of three (3) Monthly Fees shall be charged.
- o During suspension / lay-up period, the billing is suspended, and engine update(s) could not be received.
- o If suspension and reactivation requests are received during the same month for the same account, the subscription fee will not be suspended, and the full amount shall be due.
- o The Customer may ask for the termination of the subscription one (1) month before the end of the Initial Term by sending a written request to Marlink Service Desk.
- o If deactivation occurs prior or during the Initial Term, an early termination fee equal to the amount of the remaining fees shall be charged.
- o The Customer will be charged an ETF without a prorata basis upon deactivation date by the online order tool in P360.
- o Upon deactivation, the Monthly Fee will not be prorated, and the full amount shall be due
- o Termination of connectivity contract does not lead to automatic deactivation of SkyFile Suite of Services: a request of deactivation shall be done by the Customer via P360 or by notifying Service Desk.
- o It remains the Customer's responsibility to inform Marlink Service Desk of any changes to contact details in a timely manner, especially the nominated email address(es) for SkyFile Anti-Virus notifications. Failure to do so may result in missed information and issues which Marlink cannot accept responsibility for.
- o The Service is provided in cooperation with a Marlink supplier. In case such supplier no longer delivers its services to Marlink, Marlink will undertake all reasonable efforts to introduce a new

service that is comparable to or more advanced than the Service. If such new service is available, the Customer shall cooperate in migrating to the new service, by following the instructions of Marlink. Such migration shall have no impact on the duration and end of the already agreed commitment term. If, for any reason, such migration to a new service is not possible, Marlink shall have the right to terminate the Service.

## **SkyFile Demo Account – Specific Terms and Conditions**

- o It is available a trial-version of SkyFile Mail and SkyFile Anti-Virus (“Services”).
- o The duration of the trial period is maximum three (3) months for SkyFile Mail and maximum six (6) months for SkyFile Anti-Virus (“Test Period”).
- o The Services can only be tested once by the Customer.
- o During the Test Period, the Services are free of charge. However, satellite airtime (connectivity) will be invoiced to the Customer.
- o At the end of the Test Period, the access to the Services tested will be automatically terminated.
- o At the end of the Test Period, the Customer will have to submit a new order in P360 to benefit from the desired SkyFile Services.
- o The Customer will be notified by Marlink Service Desk of the end of the Test Period. The notifications will be sent as follows:
  - o One fifteen (15) days before the termination of the Test Period
  - o Another one two (2) days before the end of the Test Period
  - o And a last one to confirm deletion.

## **SkyFile eNOAD – Specific Terms and Conditions**

SkyFile eNOAD registration can be done online with the following URL:

<https://webmail.skyfile.com/regnoad.htm>

- o SkyFile eNOAD must be used with SkyFile Mail. SkyFile eNOAD has an initial commitment period of twelve (12) months (“Initial Term”) starting from the activation date:
  - o SkyFile eNOAD is subject to a Monthly Fee.
  - o If deactivation occurs prior or during the Initial Term, an early termination fee equal to the amount of the remaining fees shall be charged.
- After the Initial Term, SkyFile eNOAD shall automatically be renewed for a period of one (1) month, unless terminated in accordance with these Terms and Conditions.

## **Personal Data**

For the purpose of this personal data clause:

“Applicable data protection regulation” means Regulation (EU) 2016/679 of the European Parliament and

of the Council of 27 April 2016 (the “GDPR”) and any other applicable data protection regulation, if any;

“Personal Data” means any information relating to an identified or identifiable natural person (the “Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law; “Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

The Customer is acting as a controller and is sole responsible for informing the data subjects of their rights under Applicable data protection regulation, obtaining their consent if needed, and enforcing the rights of the data subjects on their personal data (hereinafter referred to as the “Controller”). It is Customer’s duty to inform the data subjects that Marlink may see and/or access data subject content while providing support (for instance, during troubleshooting) or service provisioning. Marlink is acting as a processor for the processing of the communication data records of the data subjects (hereinafter referred to as the “Processor”). The Controller recognizes and accepts that personal data may be transferred outside the European Union to the Processor’s subcontractors, subject to the respect of the Applicable data protection regulation by the Processor.

The Processor undertakes that it:

(a) processes the personal data only for the purpose of providing communication services and related

value added services under a Contract;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all security measures required pursuant to article 32 GDPR and notifies the Controller without

undue delay after becoming aware of a personal data breach pursuant to article 33 GDPR;

(d) respects the conditions referred to in paragraphs 2 and 4 of article 28 GDPR for engaging another

processor;

(e) taking into account the nature of the processing, assists the Controller by appropriate technical and

organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to

respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;

(f) assists the Controller in ensuring compliance with the obligations pursuant to articles 32 to 36 GDPR

taking into account the nature of processing and the information available to the Processor;

(g) at the choice of the Controller, but in any case, subject to applicable mandatory law concerning storage of communication data records, deletes or returns all the personal data to the Controller

after

the end of the provision of services relating to processing, and deletes existing copies;  
(h) makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this article and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, subject to terms and conditions set forth between Marlink and the Customer.