



National Transportation Safety Board

**Office of Marine Safety
Washington, D.C. 20594-2000
December 13, 2016**

**ATTACHMENT 15 to the METEOROLOGY GROUP FACTUAL REPORT
DCA16MM001**

Seastar Lines/Inmarsat contract.

*Submitted by: Mike Richards
NTSB, AS-30*



ANNEX E
Amendment
to
Inmarsat Master Service Agreement

1. **Original Agreement:** Reference is hereby made to the Master Service Agreement with a Contract Number of [REDACTED] between Inmarsat Solutions US Inc. (Inmarsat) and Seastar Lines ("Customer") dated 20 June, 2014 (hereafter the "Original Agreement"). This Amendment No 1 is entered into by the parties as of the 16 day of September, 2014 (the "Amendment") for the purpose of amending the Original Agreement as set forth herein.
2. **Amendment Documents:**
This Amendment consists of the following documents and attachments, all of which are hereby incorporated by reference into the Original Agreement:
 1. This Amendment No.1 signed by both Parties;
 2. Amended Order Form "Annex A" – Amendment date: 16 September 2014, describing updated scope of supply such as Price Plans, Products, Services and Registrations for registered vessels including cancellation of services and vessels.
3. **Changes or additions of Products and Services for Customer Vessels:** Inmarsat and Customer hereby agree to amend the Original Agreement by adding there to Amended Annex A – Order Form for Customer Vessels, attached to this Amendment No. 1, which shall [add and/or delete Customer Vessels or revise the list of Inmarsat Products and Services purchased by specified Customer Vessels] set forth in Annex A to the Original Agreement.
4. **Term of Amendment:** Unless specifically set forth herein otherwise, the Term of this Amendment shall be in accordance with the Original Agreement.
5. **No Other Effect:** Except as set forth herein, the Original Agreement remains unmodified and in full force and effect in accordance with its terms.

WHEREAS the Parties hereby agree that they have read this Amendment, understand its terms and conditions, acknowledge that full and adequate consideration has been paid or will be paid to bind this commitment, the signatures of their authorized representatives are affixed below in confirmation thereof.

Inmarsat Solutions US Inc.:

Customer: Seastar Lines.

Signature: [REDACTED]

Signature: [REDACTED]

Printed Name: Christian Cordoba

Printed Name: TIM NEESON

Title: Account Manager

Title: PORT ENGINEER



**Annex A
Inmarsat Order Form**

This Order Form is an Annex ("Annex A") of the signed Master Agreement and is referenced by either the Contract Number, the Master Account ID and/ or the Customer Name listed below. Each of the vessels have been designated by the Customer pursuant to the Terms and Conditions of this Agreement to receive the following Inmarsat Products for the Contracted Term. Pricing is per month per ship except for Hardware purchases or where indicated otherwise. Currency is US Dollars.

Customer Name :	Seastar Lines	Contract Term :	36 months
Master Account ID :	[REDACTED]	Order Type :	Amendment
Contract Reference :	[REDACTED]	Date:	16/Sep/2014

Inmarsat Airtime Services											
	FB Model	Plan Name	Monthly Fee	Incl. MB	Overage MB	Incl. Voice	Overage Voice	Dual SIM Y/N	SCAP		
<input checked="" type="checkbox"/>	SIM 1	i250	200 MB Entry	[REDACTED]	200	[REDACTED]	0	[REDACTED]	No	No	
<input type="checkbox"/>	SIM 2								No	No	
<input type="checkbox"/>	SIM 3								No	No	
<input checked="" type="checkbox"/>	F & E	Inmarsat Existing & Evolved Services (B, C, M, mM, F33, F55, F77)				<input type="checkbox"/>	Activate Fleet Broadband HQ Voice 3.1 KHz (Fax line)				
<input type="checkbox"/>	None	No airtime services (requires CEO approval to be attached)									
<input type="checkbox"/>	DID	iFusion R6: Inmarsat can host (a) telephone number(s) in the global PST network, connecting shipboard DQV to shore (*)									
		Qty numbers	Price/ Nr	[REDACTED]	Total monthly for DID:	[REDACTED]					

(*) R6 is software on the iFusion platform using multiple Digital Quality Voice channels via shipboard VoIP telephones. HW is selected at HW section

VSAT Airtime Services						
<input type="radio"/> Speedcast Ku-Band		<input type="radio"/> Global C-Band Airtime			<input checked="" type="radio"/> No VSAT Airtime	
Downlink BIR	Uplink BIR	Downlink CIR	Uplink CIR	Airtime Fee per month	Contract Term in months	Bandwidth Change Fee
					36	/ change

BIR=Burst Information Rate. CIR=Committed Information Rate

VSAT Hardware buying options	
<input type="radio"/> Purchase	<input type="radio"/> Operational Lease
<input type="radio"/> Combined Purchase (down payment) and Operational Lease	
Detailed breakdown of buying options is described in Hardware section on page 2 or by attached quotation. <input type="checkbox"/> Quotation attached	

Vsat Service Options	
<input type="checkbox"/> VOIP	VOIP to VOIP calling between the ship and office is no charge (when VOIP units installed). Voip to PSTN/ mobile networks (ship to shore) will have a surcharge per minute, applicable for business calls (postpaid) and crew calls (prepaid cew calling card). Directory of countries with detailed surcharges available upon request.
<input type="checkbox"/> DID	Inmarsat can host (a) telephone number(s) in the global PST network for VSAT
	Qty numbers Price/ Nr [REDACTED] Total monthly for DID: [REDACTED]
<input type="checkbox"/> VPN	Corporate VPN service to office at no monthly charge (when VPN units installed).

Activation multi line prepaid Crew Calling solution - US\$ 0		
<input type="radio"/> on FleetBroadband	<input type="checkbox"/> iVOICE and/or <input type="checkbox"/> iMobile	<input type="radio"/> on VSAT: <input type="checkbox"/> iVOICE and/ or <input type="checkbox"/> iMobile
<input checked="" type="radio"/> No iVoice or iMobile		
Actual usage is billed to crew member personal prepaid iFusion with Inmarsat. Both systems can work simultaneously on a ship.		
iVoice = Uses shipboard IP telephones with fixed multiple lines. iMobile = Shipboard GSM network where crew uses their GSM phone.		
iVOICE and iM hardware are selected in Hardware section. They are connected to either the i250, i500 or iONE (VSAT only).		

IP Firewall Agreement - Settings - Fleet MPDS	
<input checked="" type="radio"/>	"Inmarsat Services" only - ALL selected SIM card(s) will allow Inmarsat ISUS Services (*1) only.
<input type="radio"/>	Additional/ other Firewall rules required: "Firewall Setup request Form" to be completed and signed. <input type="checkbox"/> Attached
<input type="checkbox"/>	Active MPDS Channel on Inmarsat Fleet 33/55/77 - Customer accepts all costs related to this usage (*2)

(*1) Inmarsat Services includes our Messaging Software platforms (GCC, Rydex) and applications.
When no signed Firewall Request Form is available at time of activation of SIM card, the default setup "Inmarsat Services" will be activated.
(*2) MPDS Service is an IP data channel on Inmarsat Fleet 33/55/77 family and is 'firewalled' through Land Earth Station Partners.
Inmarsat has no insight in usage, abuse, ports and IP addresses of this channel. A shipside firewall is recommended to avoid high costs.



**Annex A
Inmarsat Order Form**

Messaging Software	
<input checked="" type="checkbox"/> GCC email platform	<input type="checkbox"/> Rydex RMX2 - Public Hub
<input type="checkbox"/> Webmail option	<input type="checkbox"/> AME Module
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Rydex ASP hub Module
	<input type="checkbox"/> Delivery E-mail address for Rydex License: _____

Applications - SELECT Applications, pricing and options		
<input checked="" type="radio"/> \$ month Application Bundle	<input type="radio"/> Applications priced separately	<input type="radio"/> No Applications
Applications selected: <input checked="" type="checkbox"/> Archive <input checked="" type="checkbox"/> Locator <input type="checkbox"/> AAIC (*) <input type="checkbox"/> PSA (*) <input checked="" type="checkbox"/> Forms <input checked="" type="checkbox"/> AntiVirus <input checked="" type="checkbox"/> News <input checked="" type="checkbox"/> Weather <input checked="" type="checkbox"/> SNAP <input checked="" type="checkbox"/> SAFE	Applications selected: <input type="checkbox"/> Archive <input type="checkbox"/> Locator <input type="checkbox"/> AAIC (*) <input type="checkbox"/> PSA (*) <input type="checkbox"/> Forms <input type="checkbox"/> AntiVirus <input type="checkbox"/> News <input type="checkbox"/> Weather <input type="checkbox"/> SNAP <input type="checkbox"/> SAFE	Intentionally left blank
Antivirus: Unlimited licenses at [redacted] each	Antivirus license [redacted] QTY/ ship: 0	
Total Costs Antivirus licenses/ ship: [redacted]		
(*) AA and PSA provided to approved flags only. For AA specific Terms and Conditions apply which can be provided on request. [redacted] attached		
Weather = 3 Day Weather synopsis. Includes 32 downloads/ month/ ship. Additional downloads charged at [redacted] download.		

Application Options	
Inmarsat Forms Options <input checked="" type="checkbox"/> Adobe Acrobat Std 9 incl. eNOAD/ NBIC One time fee per ship [redacted] <input type="checkbox"/> Adobe Acrobat Professional 9 - [redacted] license	News@Sea: Editions to be sent to the vessel(s) <input type="checkbox"/> Chinese <input type="checkbox"/> Croatian <input type="checkbox"/> English <input type="checkbox"/> Filipino <input type="checkbox"/> Indian <input type="checkbox"/> International <input type="checkbox"/> Russian <input type="checkbox"/> Ukranian <input checked="" type="checkbox"/> USA
Inmarsat Weather Monthly subscription (32 downloads included) <input type="checkbox"/> 5 Day Weather: [redacted] month. Overage [redacted] download <input type="checkbox"/> 10 Day Weather: [redacted] month. Overage [redacted] download	<input type="checkbox"/> Virtual Crew Card/ GlobeMobile Reloads ordering process:
Archive: with new subscription, list Contact Person receiving user/ password information: Name: Jim Fisker-Andersen E-mail: [redacted]@toteservices.com	Locator: with new subscription, list Contact Person receiving user/ password information: Name: Jim Fisker-Andersen E-mail: [redacted]@toteservices.com
Inmarsat iPortal <input checked="" type="checkbox"/> Access to iPortal	Sat Monitor <input checked="" type="checkbox"/> Access <input checked="" type="checkbox"/> Cancel option
SNAP: When SNAP is ordered for the vessel - who has access: Customer, Inmarsat Customer Support or both? <input checked="" type="checkbox"/> Access approval for Customer personnel <input checked="" type="checkbox"/> Access approval for Inmarsat Customer Support	

Hardware / SIM						
Hardware or SIM supplied to contracted vessels?		<input type="radio"/> Yes <input checked="" type="radio"/> No				
When Yes, specify key components below.						
Qty	Scope of Supply (key components)	Purchase/ Down payment	Lease Price	Lease term in months	HELP (*)	HELP price per month

Warranty Terms & Conditions

Annex D "Technical Support, Equipment Warranty & Repair Policy" document is an integral part of this contract. It describes Technical support, Warranty, Installation, Repair, Self Install, RMA process (returning materials) and HELP Terms and Conditions.



**Annex A
Inmarsat Order Form**

Installation and Travel & Expense				
<input type="radio"/> Inmarsat Install		<input type="radio"/> Self Install (customer/ crew)		<input checked="" type="radio"/> No Install
Maximum Total Charge (by Job Type)				
Installation Type	Typical Install Duration	Max charge		
FB or iFUSION	1 day			
XpressLink	2 days			
XLink Annual Service	1 day			
Site survey (shipboard)	1 day			
Custom / VSAT	per Quotation			
or hourly rate				
Description	Weekday	Weekend	Weekday	Weekend
	Hourly rate		Max daily	Max daily
Labour				
Travel &				
FB Welcome Package				
<input type="checkbox"/>	\$ [redacted] additional for FB Welcome Package with i500 Additional install fee (with or without IOP HELP)			
<input type="checkbox"/>	FB Welcome Package - With IOP HELP Free labor and Shipping , with travel as per the HELP T&C's			
<input type="checkbox"/>	FB Welcome Package - Without IOP HELP Free labor, with shipping and travel at actual cost + 10%			

The "Customer Self Install Policy" is applicable which is stated in the "Equipment Warranty & Repair Policy" document.

Key points:

- SIM cards requires 3 days notice (!) prior to Self Install. GW cannot guarantee immediate activation.
- Installs according to manufacturer guidelines. Incorrect Installation may damage installation and result in voiding warranty.

Intentially left blank

Travel costs and Expenses (T&E) : Actual cost + 10% handling fee
<p>T&E for Inmarsat engineers is billable to the customer. Costs and procedures are outlined in Annex D -"Technical Support, Equipment Warranty and Repair Policy" document. For long distance travel (mostly involving flights and trains) customer approval will be required prior to the installation.</p> <p>Although Inmarsat strives to use global 'on board rates' as outlined in Annex D, it is unavoidable that in some cases (depending on port location) specific installation terms may be applicable. These require upfront acceptance from the customer prior to installation/ repair.</p>

Delivery Term and Costs		
<input type="radio"/> Shipping by Inmarsat, DAP <input type="radio"/> Shipping by Inmarsat DDP Actual Cost + 10% for either DAP or DDP	<input type="radio"/> Customer arranges Shipping EXW, Palm Bay Florida, US Handling Fee of \$ [redacted] shipment	<input checked="" type="radio"/> No Shipping
Delivery Terms : Incoterms 2010		
DAP= Delivery at Place : Inmarsat will arrange packing, export documents, transport. Customer is responsible for insurance, import duties/ GST and import broker fees.		
DDP = Delivery Duty Paid : Inmarsat will arrange packing, export documents, transport, import duties, fees (customs broker) Inmarsat will arrange packing only.		
EXW = Ex Works : Customer is responsible for documents, transport, customs clearance		
When Inmarsat arranges shipping, all costs associated with DAP and DDP terms will be billed to the customer + 10% fee. With DDP these costs include import duties, taxes, fees, etc which will be billed back to the customer unless DAP is selected.		

Invoicing
<p>All invoices are in digital Format (pdf) . Distribution of all invoices and supporting material is by E-mail to registered customer address in our billing system. In the event that the customer requires a printed invoice distributed by normal mail, a [redacted] charge will be applicable per vessel for each invoice.</p>



Annex A
Inmarsat Order Form

Rate table(s)

Rate Tables for all listed pricing plans are listed in Annex C and can be provided on request. [] attached

Applicable Clauses

Applicable To : Annex B - Standard Terms & Conditions of Sale - §7(c)ii
Situation: Transfer of Ownership/ management within the Contract Term : 36 months

When a ship moves out of management, or is sold within the Contract (Subscription) Term of this contract, Inmarsat will provide best efforts to help transfer the contract to another ship in the same fleet or to a new owner/ manager, subject to the Terms, Conditions, and Policies in place with the appropriate Network Operator(s) at the time of transferring the vessel.

In the event this is not possible, §7(c)ii of Inmarsat's Standard Terms & Conditions of Sale (Annex B) describes that 'early termination

For Fleet Broadband services, if the agreement is terminated within the Contract Term, payment of the remainder of the first year fees and airtime are due. If this agreement is terminated after the first year, one months payment of airtime and fees are due.

For VSAT services, if the agreement is terminated within the Contract Term, payment of all remaining fees to complete the contract Term are due. This is applicable to bandwidth and (Operational) Lease.

For all other Inmarsat (non Fleet Broadband), if the agreement is terminated within the Contracted Term, no cancellation fee will be applicable.

Applicable Clauses - continued

Applicable To : Inmarsat AYCE (All You Can Eat) pricing Plan
Clause: Annex A1 - AYCE pricing plan Terms and Conditions [] attached

Inmarsat has specific Terms and Conditions when using the AYCE service which is described in Annex A1.

As an Inmarsat DP (Distribution Partner) Inmarsat will provide the VAR (iFusion) while the End User (Customer) will be responsible for maintaining the FUP (Fair Usage Policy). Annex A1 requires acceptance of the Customer prior to activating

Contracted Vessel(s)

Table with 4 columns: #, Vessel Name, Callsign / Hull Number, IMO Number. Row 1: 1, EL FARO, WFJK, 7395351

Customer Signature [Redacted Signature]

Date : 9/16/2014

Customer name TIM NEESON

Title : PORT ENGINEER