



## **MASTER SERVICE AGREEMENT**

This **MASTER SERVICE AGREEMENT** (“Contract” or “Agreement” or “MSA”) is made and entered into by:

**BLUETIDE COMMUNICATIONS INC.**, located at 117 Nolan Rd, Broussard, Louisiana 70518 (“**BlueTide**”), and

---

(“**Customer**”)

The **EFFECTIVE DATE** of this Agreement shall be \_\_\_\_\_.

### **1.0 SCOPE OF AGREEMENT**

1.1 It is contemplated that from time to time Customer will request BlueTide provide certain goods (“Equipment”) and services (“Services”). Customer shall not be obligated to request BlueTide provide any Equipment or Services and BlueTide shall not be obligated to accept Customer’s requests, but it is expressly understood and agreed that any and all Equipment or Services requested by Customer and accepted by BlueTide shall be controlled and governed by the provisions of this MSA. Requests for Equipment or Services shall be made in an **Order Form** and may be submitted to BlueTide orally or in writing. Each such Order Form shall be deemed to incorporate and shall be subject to all the terms and conditions of this MSA. Unless otherwise specified, the term “Work” shall be used in the Agreement to mean “the provisioning of the Equipment or Services.”



1.2 BlueTide can provide its customers with the following goods and services:

a. **Equipment & Software:**

Selection, sourcing and provisioning of hardware and software to provide communications services (internet, data and voice) to vessels or facilities.

b. **Service:**

Installation, maintenance and repair service for equipment and software.

c. **Continuing Service:**

Provide internet, audio, video & data transmission, data transfer and storage continuously over time. The duration of the Continuing Service shall be identified in the Order Form

d. **Managed Services:**

Manage customer's internet, audio, video & data transmission, data transfer and storage equipment and services to meet the customer's specific needs and reduce overall cost. The duration of the Managed Service shall be identified on the Order Form.

e. **Safe Sea Act Services:**

Select, install, and/or maintain surveillance and data storage equipment and software called for the Safe Sea Act. The duration of the Managed Service shall be identified on the Order Form.

2.0 **TERM & TERMINATION**

2.1 **Term.** The term of the Agreement shall commence upon the Effective Date and have an



initial term of **twenty-four (24) months**, unless terminated earlier as provided for by this Agreement, and (the “Initial Term”). At the end of the Initial Term, this Agreement shall be automatically renewed for successive **twenty-four (24) months** Terms.

- 2.2 **Payment Default.** BlueTide may terminate or suspend the provisioning of Equipment or Service, a Order Form or this Agreement, in whole or in part, without further notice to Customer in the event the Customer does not satisfy the payment obligations as called for under this Agreement within **5 calendar days** after BlueTide transmits written Notice of Nonpayment to Customer. The Notice of Nonpayment shall be in writing and transmitted to Customer pursuant to the Notice Provisions of this Agreement.
- 2.3 **Cure Period.** In the event that Customer breaches any provision of this Agreement, other than its payment obligation, and does not cure such breach to BlueTide’s satisfaction within 5 calendar days after BlueTide transmits written Notice of the Breach to Customer as provided for in this Agreement, BlueTide shall have the right to terminate or suspend the provisioning of Equipment of Service, an Order Form or this Agreement, in whole or in part, without further notice to Customer.
- 2.4 **Termination of Order Form.** Customer may terminate an Order Form as set out below:
- a. **Regarding the provisioning and/or installation of Equipment or Software,** Customer may terminate a Order Form calling for the provisioning and or installation of Equipment or Software at any time. However, if Customer terminates a Order Form after BlueTide has acquired the Equipment or Software, Customer agrees to reimburse BlueTide for the cost it paid to acquire the Equipment or Software.
  - b. **Regarding the provision of Continuing Services, Management Services, and Safe Sea Act Services.** The Continuing Services, Management Services and/or Safe Sea Act Services shall terminate only upon the expiration of the duration of the Service identified in the Order Form.
- 2.5 **Termination of Agreement.** Either party may terminate this MSA upon thirty (30) day written notice to the other party. However, should the Customer terminate the MSA under this Section, the following provisions shall apply:



- a. If Customer terminates the Agreement after BlueTide has acquired the Equipment or Software called for by a Order Form, Customer agrees to reimburse BlueTide for the cost it paid to acquire the Equipment or Software and the terms and conditions of this MSA shall continue to bind both parties until the reimbursement obligation is satisfied.
- b. Customer obligation to pay for Continuing Services, Management Services and/or Safe Sea Act Services shall continue until the expiration of the duration of the Service identified in the Order Form and the terms and conditions of this MSA shall continue to bind both parties until Customer's obligation to pay for the Service is satisfied.

### 3.0 **ORDER FORM INVOICING & PAYMENT**

- 3.1 **Order Form & Compensation/Pricing:** All Order Forms shall identify the Customer's contact information and the goods and services to be provided to Customer, the vessel or facility to which the goods and services will be provided and the price for the goods and services. Any special payment terms or discounts agreed to by BlueTide shall be clearly set out in the Order Form.
- 3.2 The Order Form shall be signed by the Customer's authorized representative and BlueTide. The terms and conditions of this Agreement are incorporated by reference into each Order Form and together establish the contract between the parties.
- 3.3 **Invoicing.** BlueTide will provide Customer with an invoice based upon one or more Order Forms. Upon request, BlueTide will incorporate into its invoice specific information requested by Customer.
- 3.3 **Compensation/Pricing.** The price for the Work payable by Customer to BlueTide shall be that set out in the Order Form. Unless specified otherwise in the Order Form, the following terms and conditions of payment shall apply to each invoice:
  - a. **Payment** on all invoices shall be due within thirty (30) days of the invoice date. Interest at the rate of 1.5% per month shall accrue on any amounts not timely paid.



Should BlueTide engage an attorney to collect any unpaid amount owed, Customer agrees to pay or reimburse BlueTide for all reasonable collection expenses, including attorney fees and court costs.

- b. **Payment for Equipment & Software:** If the Order Form calls for BlueTide to provide Equipment & Software only, BlueTide will issue an invoice upon delivery of the Equipment & Software.
  - c. **Payment Installation Services:** If the Order Form calls for BlueTide to provide Installation of Equipment & Software, BlueTide will issue an invoice upon completion of the Installation. If the Order Form calls for BlueTide to Provide Equipment or Software and Installation Services, BlueTide may combine both into one invoice.
  - d. **Payment Continuing Services:** f the Order Form calls for BlueTide to provide Continuing Services, Management Services and/or Safe Sea Act Services, Bluetide shall invoice Customer in advance monthly.
- 3.4 Customer shall notify BlueTide within 15 days of receipt of an invoice if it disputes the correctness or accuracy of the invoice, in whole or in part. Customer agrees to pay the undisputed amount of BlueTide's invoices within thirty (30) calendar days of the receipt of BlueTide's invoice at the rates agreed upon. With regards to the disputed amounts of an invoice, Customer and BlueTide agree to each appoint a representative who will meet, in person or by wire, to resolve the dispute.

#### 4.0 CONFIDENTIALITY

- 4.1 BlueTide and Customer agree that any and all information that is not otherwise publicly available, including without limitation, the nature and location of the Work and the other party's processes and procedures communicated by one party ("Disclosing Party") to the other ("Receiving Party"), shall be "Confidential Information" and treated as such and held in strict confidence by Receiving Party and shall be used only for purposes of the Agreement by Receiving Party. Confidential Information shall not be disclosed by the Receiving Party, its agents or employees, without the prior written consent of the Disclosing Party, except to the extent such information (i) is legally required to be disclosed, (ii) was in the public domain or comes into the public domain through no breach



of this Agreement, (iii) was in the Receiving Party's possession prior to receiving it from the Disclosing Party, (iv) is obtained by the Receiving Party from a third party who has the right to disclose such information, or (v) is independently developed by the Receiving Party without reference to the information received from the Disclosing Party. The terms of this provision shall survive the termination of the Agreement.

## 5.0 **WARRANTY**

- 5.1 The Work contemplated by this Agreement shall be timely performed by BlueTide in accordance with the schedule, if any, set forth by Customer.
- 5.2 Unless otherwise specified in this MSA, BlueTide warrants that it will perform the Work (i) diligently; (ii) in a thorough, safe, good, and workmanlike manner; (iii) in a manner that is in full compliance with this Agreement and Order Form; and (iv) in a manner that is in full compliance with all applicable laws, rules, regulations, ordinances and any industrial standards applicable to the Work.
- 5.3 **Equipment & Software.** Because all equipment supplied by Bluetide will be purchased from third parties, BlueTide will not provide any warranty for the Equipment or software supplied to Customer. However, BlueTide warrants that the Equipment or software it shall provide to Customer shall meet or exceed generally accepted industry standards, and to the extent permitted by applicable law or contract, BlueTide will assign to Customer any warranty for the Equipment obtained from its suppliers.
- 5.4 **Continuing Service.** BlueTide warrants that it has the experience, skill, and ability in such fields and related disciplines as may be necessary to perform all Work required by this Agreement. Bluetide warrants that the Continuing Services provided shall meet or exceed the generally accepted industry standards.
- 5.5 **Installation.** BlueTide warrants that upon the completion of the installation of any Equipment equipment (and any associated software), the Equipment will be in good working order consistent with generally accepted industry standards. However, after the completion of the installation, this warranty comes to an end and Customer shall be responsible for maintaining the equipment in good working order. If the Work involves



the installation or the servicing of Equipment upon a structure or vessel, Customer agrees to provide BlueTide with detailed as-built drawings of the structure or vessel upon request.

- 5.6 **Communication & Storage Service.** To the Extent BlueTide provides Customer with any communication or storage service(s), BlueTide agrees to take reasonable measures, consistent with generally accepted industry standards, to provide uninterrupted communication and storage service but does not guaranty that the service(s) will be free from interruption.
- 5.8 **Attacks & Infections.** To the extent BlueTide provides Customer with any communication services or storage service(s), BlueTide agrees to take reasonable measures, consistent with generally accepted industry standards, to protect the communication and storage service(s) and associated equipment, software and accessory equipment from attacks or infections by malicious code, programs or other harmful components (such as a virus, worm, time bomb or similar component), but BlueTide does not guaranty that BlueTide's communication or storage service, software or the Equipment supplied by BlueTide or Customer's hardware or software will be free from attacks or infections by malicious code, programs or other harmful components (such as a virus, worm, time bomb or similar component).
- 5.9 **Customer's Burden.** Customer agrees to take take reasonable measures, consistent with generally accepted industry standards, to protect the communication and storage service(s), software and equipment supplied by BlueTide from malicious codes, programs, or other harmful components (such as a virus, worm, time bomb or similar component).
- 5.10 **Limitations.** This Limited Warranty does not cover damage to the Equipment or Service resulting from the event described below or loss or damage to Customer's operation or property resulting from the event described below:
- a. The installation, repair, replacement or disassembly of the Equipment by anyone other than BlueTide, a BlueTide-Authorized Service Technician or other authorized subcontractor of BlueTide.
  - b. Fire, foundering or collision of the vessel, extraordinary wind and seas, lightning, earthquake, acts of God or perils of the sea.



- c. Exposure to fluids, hazardous substances or hazardous environments beyond the ratings or specifications of the service or the Equipment.
- d. Loss or damage caused by the power supplied by the Vessel or to any structure where the Equipment is located.
- e. Misuse, abuse, vandalism, alteration or neglect by anyone other than BlueTide, its technicians or subcontractors.
- f. Use in combination with other external devices not provided by BlueTide.

## 6.0 INDEPENDENT CONTRACTOR/STATUTORY EMPLOYEES

- 6.1 In the performance of the Work, and except in the circumstances described in Article 6.2 herein, BlueTide shall be deemed to be an Independent Contractor. Customer shall designate the Work it desires to be performed and the ultimate results to be obtained but shall leave to BlueTide the methods and details of performance of the Work, Customer being interested only in the results obtained and having no control over the manner and method of performance. It is the understanding and intention of the parties hereto that no relationship of master and servant shall exist between BlueTide and Customer and any of Customer's other contractor's employees, invitees, subcontractors, or representatives.
- 6.2 In all situations in which Customer's employees (defined to include Customer's direct, borrowed, nominal, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1020 et seq., BlueTide and Customer agree that all Work and any operations performed by Agreement and its employees pursuant to the Agreement are an integral part of, and are essential to, the ability of Customer to generate Customer's goods, products and services only for purposes of La. R.S. 23:1061(A)(1). Furthermore, BlueTide and Customer agree that BlueTide is the statutory employer of Customer's employees only for purposes of La. R.S. 23:1061(A)(3). Irrespective of BlueTide's status as the statutory employer or special employer [as defined in La. R.S. 23:1061(C)] of Customer's employees, Customer and its insurers shall remain primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees and shall not be entitled to seek indemnification, contribution, or co-insurance for any such payments from BlueTide or its insurers.



6.3 Notwithstanding Section 6.1 above, should the employees of Customer be deemed the borrowed employees of BlueTide, Customer and its insurers shall remain primarily liable for the payment of any workers' compensation benefits, maintenance and cure, or any other benefits due to Customer's employees (defined to include Customer's direct, borrowed, nominal, special, or statutory employees), and neither Customer, nor its insurers, shall be entitled to seek indemnification, contribution, or co-insurance for any such payments from Company or its insurers.

## 7.0 INDEMNITIES AND LIMITATION OF LIABILITY

7.1 As used in this Agreement, the following terms and/or phrases shall be defined as follows:

(1) "Affiliate" or "Affiliates" shall mean, with respect to any legal entity, any other legal entity that owns or controls the first entity, is owned or controlled by the first entity, or is under common ownership or control with the first entity. For the purpose of this definition, "control" means the ownership, directly or indirectly, of fifty (50) percent or more of the voting rights in a legal entity.

(2) "BlueTide Group" shall mean individually and collectively: (i) BlueTide Communications, Inc, (ii) its Affiliates, (iii) its members, shareholders, officers, employees (including their successors, children, spouses, and heirs) and agents; (iv) Company's contractors and subcontractors of every tier and (v) the agents, officers, directors, managers, members, and employees of (i), (ii), (iii), and (iv).

(3) "BlueTide" shall mean individually and collectively: (i) BlueTide Communications, Inc, (ii) its Affiliates, (iii) its members, shareholders, officers, employees (including their successors, children, spouses and heirs) and agents

(4) "Customer Group" shall mean individually and collectively: (i) Customer, (ii) its Affiliates, (iii) its members, shareholders, officers, employees (including their successors, children, spouses and heirs) and agents; (iv) Customer's subcontractors of every tier and their Affiliates; (v) passengers, guest or invitees found aboard Customer's vessels; and (vi) the agents, officers, directors, managers, members, and employees of (i), (ii), (iii), (iv) and (v).



(5) "Customer" shall mean individually and collectively: (i) Customer, (ii) its Affiliates, (iii) its members, shareholders, officers, employees (including their successors, children, spouses and heirs)

(6) "Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or the subject matter of this Contract (including, but not limited to, property loss or damage, bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

#### 7.4 Indemnity:

A. CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD BLUETIDE GROUP HARMLESS FROM AND AGAINST ALL CLAIMS MADE BY A MEMBER OF CUSTOMER GROUP, WITHOUT LIMIT, ON ACCOUNT OF BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY OF CUSTOMER GROUP ALLEGEDLY OR ACTUALLY SUSTAINED DURING THE PERFORMANCE OF THIS AGREEMENT, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO, THIS AGREEMENT OR THE WORK CONTEMPLATED THEREBY, REGARDLESS OF NEGLIGENCE OR OTHER FAULT OF BLUETIDE GROUP.

B. For the purposes of this Agreement, the term "employee" of Customer shall include all employees of Customer, even if one of Customer's employees is determined to be a borrowed employee or statutory employee of any other entity.

C. In the event of Claim made by a persons who is not a member of the Customer Group, each Party to this Agreement shall only be liable for such loss and/or damages to the extent of its own proportionate fault or negligence.

D. Notwithstanding any other provision in this Agreement, Claims caused by gross negligence or willful misconduct shall not be included in any indemnity obligation. It is



expressly understood and agreed that the damage caused by a party's gross negligence or willful misconduct shall be the sole and exclusive responsibility of the actor.

- 7.5 Customer acknowledges any Equipment or Service supplied by BlueTide will make use of the internet and use of the internet, might consist of, include and/or provide access to images, sounds, messages, text, services or other content and material that may be unsuitable for minors, that may be objectionable to many adults or that may be illegal in some jurisdictions. Customer acknowledges that BlueTide is not responsible for any such content or material and that access to or transmission of such content and material through the service and/or equipment is at Customer's sole risk. Notwithstanding any provision to the contrary in this Agreement or Order Form, Customer waives, and releases BlueTide from, any Claims or actions in tort, contract, strict liability or of any other nature whatsoever, it might have against BlueTide, its officers, employees or agents, arising out of the Communication Service and/or equipment provided by BlueTide and agrees to indemnify, defend and hold BlueTide harmless from any Claims or causes of action brought by any person or entity arising out of the communication or storage service and/or equipment supplied by BlueTide.
- 7.6 Notwithstanding anything to the contrary, Customer acknowledges and agrees that BlueTide shall not be responsible for any damage caused to Customer or Customer Group by the failure to transmit or store, or the deletion of, any communication, message, email, audio or video footage or content transmitted through, sent to, or received by the service or equipment provided under this Agreement or transmitted through, sent to, or received by BlueTide's servers, unless such failure or deletion is determined by a court of competent jurisdiction to have been caused as a direct result of BlueTide's gross negligence or willful misconduct.
- 7.7 In no event shall either party be liable to the other party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution of value including, without limitation, loss and/or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit (if any), cost of capital, overhead, cost of substitute goods or services or both, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel or rig downtime arising out of, relating to, or in connection with any breach of this Agreement, regardless of (1) whether such damages were foreseeable, (2) whether or not it was advised



of the possibility of such damages, and (3) the legal or equitable theory (contract, tort, warranty, or otherwise) upon which the Claim is based.

- 7.8 Except for Customer's indemnity obligation owed under this Section 7, neither Customer nor BlueTide, nor any of their information or content providers, service providers, licensors, employees or agents, shall be liable for any indirect, special, punitive or consequential damages arising out of the equipment, communication or storage service, installation of the equipment or use of the equipment or the inability to use the service or equipment. Except for Customer's indemnity obligation owed under this Section 7, the maximum liability of Customer, BlueTide, their service provider, dealers, distributors, agents, employees or third-party content providers, if any, arising out of the Work, or the use of Equipment or Service, or inability to use the Equipment or Service shall be limited to the lesser of (i) \$200,000 or (ii) the total amount actually paid to BlueTide by Customer for the Equipment or Services supplied under this Agreement during the 12 months preceding the sending of notice of the Claim; provided, however, that this limitation of liability shall not apply to any liability arising out of a Party's willful misconduct or gross negligence.
- 7.9 Both BlueTide and Customer agree that neither will seek recovery of punitive damages in connection with any legal action taken by one against the other under this Agreement and any claims available to Company or Contractor for punitive damages are hereby waived. However, this waiver shall not apply to claims for punitive damages made as part of a claim for indemnity under the provisions of this Section 7.
- 7.10 All indemnity provisions of the Agreement shall survive termination, expiration, or cancellation of the Agreement.
- 7.11 BlueTide and Customer shall promptly notify each other in writing of any Claims that may be presented to either party by any person or entity. BlueTide and Customer shall afford each other full opportunity to assume the defense of such Claims, and to protect all interests implicated. The obligations set forth in this Section 7 shall survive even if reasonably prompt written notice of any Claim is not provided so long as such failure does not materially prejudice the party to whom notice is owed. No settlement or agreement regarding a Claim shall be made without the other party's prior written consent. BlueTide's participation in or selection of counsel as to any legal process shall not constitute a waiver



of BlueTide's right to insist upon Customer's full compliance with Customer's obligations under this Section 7.

## **8.0 CONTROL OF PREMISES**

8.1 Customer is deemed to have control and custody of the premises where BlueTide will perform the Work. Unless otherwise agreed in writing by the parties, Customer shall have at least one of its representatives present at the site of the Work and during the time Work is performed under the Agreement. Customer may, in its sole discretion, request that BlueTide, its subcontractors, or any of their respective employees or invitees be removed from the premises. If Customer makes such a request, BlueTide or its subcontractors shall remove such individual or individuals from Customer's premises and not allow their return until such return is approved in writing by Customer.

## **9.0 SUBCONTRACTING**

9.1 BlueTide may employ a BlueTide-Authorized Service Technician or other authorized subcontractor of BlueTide to provide any of the Work to be performed under this Agreement.

## **10.0 MISCELLANEOUS PROVISIONS**

10.1 **Preemption:** This Contract shall preempt and supersede all other writings or understandings between the parties, whether oral or written.

10.2 **Interpretation:** Should any provision of this Agreement require interpretation, it is agreed that the court interpreting or considering the provision shall not apply any presumption that the terms of the Agreement shall be more strictly construed against the party that itself or through its agent prepared the document. If there is a conflict between the provisions of this MSA and any other documents concerning the Work performed under this MSA, the order of precedence for purposes of resolution shall be: (i) any separate agreement specifically negotiated at arm's length and signed by each party's vice president or higher-level officer which contains indemnification provisions and specifically provides that it supersedes this MSA, (ii) this MSA, (iii) any other document prepared by BlueTide, (iv) the Order Form, and then (v) any other document. To acknowledge or document various events during the Work, a party may from time to time sign the other party's variously



entitled forms, such as delivery tickets, invoices, labor tickets, bills of lading, purchase orders, and rental tickets, but the terms and conditions of such forms do not amend, modify, waive, or release any aspect of the Agreement. No parol agreement of whatsoever nature entered into between BlueTide's representative(s) and Customer shall ever be deemed to alter or affect the provisions of this MSA. Words used in the singular number shall include the plural, and vice versa; the term "its" also includes "his" and "her"; and any gender shall be deemed to include each other gender. All exhibits attached hereto are incorporated herein as if set forth in full.

- 10.3 **Modification / Entire Agreement:** No change, modification, amendment, extension, renewal, ratification or waiver of this Agreement or any of its provisions shall be binding unless it is in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior contracts or agreements between the parties for any Work ongoing at the time the Agreement is executed or for any future Work after its execution. Furthermore, any written waiver of any of the provisions of this Agreement Agreement in a particular instance(s) shall not preclude subsequent enforcement thereof.
- 10.4 **Waiver of Jury Trial:** Each party hereby irrevocably waives, to the maximum extent permitted by applicable law, its rights to trial by jury in any legal action or proceeding arising out of or in connection with this agreement.
- 10.5 **Assignment:** Neither party may assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign or transfer this Agreement to its Affiliate with written notice to the other party. In the event of such assignment, the assigning party shall remain liable for its Affiliate's performance of all obligations under this Agreement.
- 10.6 **Governing Law and Venue:** The parties intend that the Agreement shall be interpreted under and governed by Louisiana law, notwithstanding any rule which submits the interpretation of this Agreement to the law of another jurisdiction. However, to the extent the General Maritime Laws of the United States of America would otherwise apply, then such General Maritime Law shall apply to the interpretation of this Agreement to the fullest extent possible, notwithstanding any conflict of laws rules which would submit the interpretation of this Agreement to the substantive laws of another jurisdiction. Any suit



or proceeding hereunder shall be brought exclusively in Lafayette Parish, Louisiana, and each party consents to the personal jurisdiction of the state and federal courts located therein. Each party agrees to waive any objection that the state or federal courts located in Lafayette Parish, Louisiana, are an inconvenient forum.

- 10.7 **Severability:** If any provision, in whole or in part, of this Contract is declared invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Contract shall be valid and enforceable in all other respects.
- 10.8 **Force Majeure:** When either party is rendered unable, wholly or in material part, by reason of *Force Majeure* to fulfill any of its ongoing obligations under this Contract, such obligation of the affected party shall be suspended during the continuation of the effects of the *Force Majeure*. “*Force Majeure*” shall mean acts of God (such as storms, floods, lightening, hurricanes, tornadoes, earthquakes, etc.), fire, warlike action, insurrection, revolution, piracy, medical emergency or pandemic civil war, labor disputes, acts of public enemies, or rules or regulations of any governmental authorities, but only to the extent that the *Force Majeure* could not have been avoided or overcome by the exercise of due diligence by such party.
- 10.9 **Notice.** All notices under this Agreement shall be in writing and shall be delivered to the address of the receiving party as set forth below and shall be considered as having been given if delivered by mail, courier, hand delivery, facsimile or email to the other party at the designated physical address or facsimile number or email address. Date of service by mail, courier or hand delivery is the date on which such notice is received by the addressee; provided, however, if such date received is not a Business Day, then the date of service shall be considered to be the next date that is a Business Day. Date of service by facsimile or email is the date sent (evidenced by the sender’s fax machine-generated confirmation of transmission or email software generated send or delivery receipt); provided, however, if a facsimile or email is sent after 5:00 p.m. local time, then the date of service shall be considered to be the next date that is a Business Day. “Business Day” means any day which is not a Saturday, Sunday or legal holiday recognized by the federal government of the United States of America. Either party may change its physical address, facsimile number, telephone or email address number upon written notice to the other party, but such change shall not be effective until thirty (30) days after receipt by the other party. Notices shall be delivered as follows:



**If to BlueTide:**

BlueTide Communications, Inc.  
Attention: Jeff Robertson  
117 Nolan Rd.  
Broussard, Louisiana 70518

With copy by email to Jeff Robertson:  
[jrobertson@bluetidecomm.com](mailto:jrobertson@bluetidecomm.com)  
Tel. (866) 261-2583

**If to Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax. \_\_\_\_\_

Phone. \_\_\_\_\_

Email. \_\_\_\_\_

**Agreed To:**

**By BLUETIDE:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**By Customer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_