

1. **DEMO.** You agree to demo the Starlink Kit for two (2) months (the “Demo”) in accordance with the following Demo terms. The Service Plan available for the Demo is the 5TB Mobile Priority Plan (the “Services”). In order to be eligible for the Demo, you must qualify as a “merchant ship” and provide an accurate IMO number as part of the Demo registration process. Upon confirmation, eligible merchant ships will receive two (2) months of free Services. At the expiration of the Demo period, if you have not cancelled Services in accordance with Section 3 below, you will be charged for the Services on a monthly basis and will not be eligible for a refund of your Starlink Kit.
2. **TITLE TO KIT.** Starlink transfers title to the Starlink Kit and any optional accessories to you at the time of delivery.
3. **CANCELLATION AND RETURN.** If you are not satisfied with the Services and wish to cancel, you must notify Starlink via the Starlink Customer Portal before the end of the two (2) month Demo period. If you timely cancel, you may return the Starlink Kit within thirty (30) days of the end of the Demo period for a full refund of the Starlink Kit. If you fail to timely return the Starlink Kit or the Starlink Kit is damaged beyond normal wear and tear, you will not receive a refund.
4. **PERMITTED USE.** You may only provide access to the Services to your employees, passengers, and/or crew. You shall not resell or provide access to the Services as a stand-alone or integrated service, or use the Services to provide methods of networking connections to third-party operators.
5. **LICENSE.** Software copies and updates installed on the Starlink Kit are not sold, only licensed to you (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to the [Software License and Usage Terms](#).
6. **INSTALLATION.** You are responsible for installation of the Starlink Kit in a location on the merchant ship that has a clear field of view per the Set-Up Guide available at <https://support.starlink.com/>. You are also responsible installing the Starlink Kit securely so that equipment will not become dislodged due to vessel movement, weather or other external factors. You shall not modify the Starlink Kit in a manner (including cosmetic/paint changes) that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover/radome, unless approved by Starlink. At Starlink’s sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment [Limited Warranty](#) may be voided. Should use of the Services require any construction or alteration to your vessel, Starlink is not obliged to reimburse any expenses or restore your vessel to the same physical state as prior to delivery of Services. If you require a permanent vessel mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your vessel or property for penetration of the membrane. It is your responsibility to ensure compliance with all applicable laws, rules, regulations, maritime safety codes, ordinances, port and harbor rules, conditions, restrictions, lease/charter obligations and vessel owner approvals and requirements for the installation of the Starlink Kit.
7. **LIMITATION OF LIABILITY.** EXCEPT FOR DAMAGES FOR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, AND ACTUAL DIRECT DAMAGES FOR BODILY INJURY PROXIMATELY CAUSED BY A PARTY’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THE FURNISHING, INSTALLATION, MAINTENANCE, TESTING, EVALUATION OR USE OF THE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

8. **NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE STARLINK KIT IS OFFERED "AS IS." STARLINK MAKES NO WARRANTY, REPRESENTATION OR OTHERWISE, EXPRESS OR IMPLIED. STARLINK EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **INDEMNIFICATION.** You agree to compensate and hold harmless Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Demo terms, any and all uses of your account or the Services by you or your end users. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the [Acceptable Use Policy](#), or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Demo terms.
10. **COMPLIANCE.** The parties must comply with all laws and regulations applicable or related to the performance of obligations under this Agreement. You agree not to use, or permit others to use, the Services in ways that (a) violate any law or applicable regulation, (b) violate Starlink's [Acceptable Use Policy](#) or [Fair Use Policy](#) (c) infringe the rights of others, (d) interfere with the users, Services, or Starlink Kit, the Starlink network or other networks.
11. **TERMS OF SERVICE.** The Parties agree and acknowledge that these Demo terms cover activities under the Demo only and that either the (i) Starlink Maritime Service Terms, or (ii) Starlink Enterprise Terms, as applicable, will apply once the Demo period expires if you do not cancel the Services.