**CONCESSION AGREEMENT**

**Featured Concession Agreements**

Exhibit 10.16  
  
  
THE MARKED PORTIONS OF THIS AGREEMENT  
  
HAVE BEEN OMITTED AND FILED SEPARATELY  
  
WITH THE COMMISSION PURSUANT TO  
  
A REQUEST FOR CONFIDENTIAL TREATMENT.  
  
  
CONCESSION AGREEMENT  
  
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THIS CONCESSION AGREEMENT ("Agreement") is made and executed this 17th day of September, 1996 by and between SEAVISION INC., a Delaware corporation ("SEAVISION") and ROYAL CARIBBEAN CRUISES LTD., a Liberian corporation ("RCCL").  
  
  
W I T N E S S E T H:  
  
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RCCL operates the vessels MAJESTY OF THE SEAS and RHAPSODY OF THE SEAS (which vessel is currently under construction and scheduled to be delivered in April 1997) (collectively the "Vessel" or "Vessels");  
  
  
SEAVISION has the expertise in providing interactive television and video entertainment systems; and  
  
  
RCCL desires to grant to SEAVISION a concession on the Vessels as described herein and SEAVISION desires to accept the concession, on the terms set forth herein:  
  
  
1. Concession. RCCL hereby grants to SEAVISION and SEAVISION hereby accepts  
  
the concession for providing an interactive television and video  
  
entertainment system to RCCL, and passengers on each Vessel on the terms  
  
and conditions set forth herein.  
  
  
2. SEAVISION's Responsibilities.  
  
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a) Services. SEAVISION hereby agrees to provide, at no charge to RCCL, an  
  
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interactive television and video entertainment system (the "System")  
  
consisting of the hardware and software described or listed on Exhibit  
  
A attached hereto, and to provide the services (the "Services") set  
  
forth on Exhibit B attached hereto. The System shall conform to the  
  
technical performance standards set forth on Exhibit C and the  
  
specifications set forth on Exhibit D attached hereto. RCCL may elect  
  
to use customized graphic displays ("look and feel") for the System on  
  
the television screens, which displays must be compatible with the  
  
then existing technical standards of the System, provided that if RCCL  
  
so elects, RCCL shall bear the cost of development of such graphics.  
  
SEAVISION agrees that there shall be no charge where RCCL uses   
  
existing language and merely changes the logo on a screen or similar  
  
minor changes. If RCCL elects to use such customized graphics displays,  
  
RCCL may either (i) develop such customized graphics itself or contract  
  
for such development through a third party, in which event SEAVISION  
  
will reasonably cooperate with RCCL or such third-party, or (ii)  
  
request SEAVISION to develop such customized graphics, in which event  
  
SEAVISION will undertake such development on terms mutually agreeable  
  
to the parties. SEAVISION agrees that the cost for such customization  
  
shall not exceed [Redacted - confidential treatment requested]. This  
  
amount includes the "look and feel" changes required by RCCL; all  
  
screen productions; four language variations (including English); all  
  
audio voice-overs; and all video digitalization (MPEG) processes on  
  
Beta SP masters supplied by RCCL. The MPEG process will be provided for  
  
the first four RCCL Vessels at no additional cost. On any additional  
  
vessels, the MPEG process shall be charged at the rate of [Redacted -  
  
confidential treatment requested]. SEAVISION shall be responsible for  
  
providing any additional hardware for the System, except the in-cabin  
  
television sets and control modules.  
  
  
b) Upgrades. SEAVISION agrees to provide upgrades to the hardware and/or  
  
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software used in the System, at no cost to RCCL, at such times and in  
  
such manner as is reasonably necessary or appropriate, in SEAVISION's  
  
sole opinion, to maintain the System. RCCL shall have the right to  
  
review and approve any such upgrade prior to its installation on any  
  
Vessel, which approval shall not be unreasonably withheld or delayed  
  
by RCCL.  
  
  
c) Installation. The System shall be installed and fully functional  
  
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onboard the MAJESTY OF THE SEAS on or before December 10, 1996. The  
  
installation on RHAPSODY OF THE SEAS shall be completed and the System  
  
fully operational prior to April 25, 1997.  
  
  
d) Maintenance. SEAVISION shall be responsible for ensuring that the  
  
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System is in good, proper working order at all times during the Term  
  
of this Agreement. The System shall at all times meet the technical  
  
specifications set out in Exhibit C to this Agreement. SEAVISION  
  
shall coordinate all work on the System with each Vessel's Chief  
  
Engineer and/or Chief Electrician.  
  
  
e) Comment Cards. SEAVISION acknowledges that RCCL distributes to and  
  
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collects from passengers comment cards requesting satisfaction ratings  
  
of on-board services. SEAVISION agrees to address any issues raised  
  
by such comment cards and to use reasonable efforts to comply with  
  
RCCL requests to make changes to the System to correct deficiencies  
  
noted in the System which are identified in the comment cards.  
  
  
3. RCCL's Responsibilities.  
  
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a) Access to Vessel. RCCL hereby agrees to make available to SEAVISION in  
  
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respect to each Vessel (a) the Vessel to the extent necessary for  
  
SEAVISION's installation, operation and maintenance of the System,  
  
including but not limited to granting SEAVISION personnel reasonable  
  
access to the television studio and video distribution system, (b)  
  
such personnel as are reasonably necessary or appropriate to assist in  
  
the successful installation, operation and maintenance of the System,  
  
including but not limited to appropriate on-board support for, and  
  
oversight of, the installation, operation and maintenance of the  
  
System by a designated officer on that Vessel (provided however,  
  
primary responsibility for maintenance and upkeep shall be the  
  
responsibility of SEAVISION), (c) all reasonably necessary systems  
  
integration support to allow the System to communicate with RCCL's on-  
  
board systems, and (d) appropriate accommodations on-board the Vessel  
  
for the SEAVISION personnel who are engaged in installing, operating  
  
or maintaining the System on the Vessel.  
  
  
b) Executive Personnel. With the prior approval of RCCL, SEAVISION's  
  
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executive personnel may travel from time to time on the Vessels as  
  
needed to insure the performance by SEAVISION of its obligations  
  
hereunder. In such cases, RCCL will make available, at no charge  
  
(except for port charges, gratuities and personal items), passenger-  
  
type accommodations for such executive personnel, unless all passenger  
  
facilities have been utilized by paying passengers. Such executive  
  
personnel shall travel alone on a space available basis and not with  
  
their families or other guests and shall be bound by and subject to  
  
all the terms and conditions of RCCL's passenger ticket contract.  
  
  
c) Marketing. RCCL hereby agrees to provide reasonable marketing support  
  
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for the System on-board the Vessels. Such marketing support shall  
  
include, but not be limited to in-cabin collateral material, coverage  
  
in the Cruise Compass and daily television guide (if any), mention by  
  
the Cruise Director during his or her introductory remarks to  
  
passengers on the Ship, and such other activities of a supporting  
  
nature as are acceptable to both parties to this Agreement. RCCL  
  
hereby agrees to work with SEAVISION's marketing personnel to develop  
  
appropriate and effective means for testing and gauging passenger  
  
reaction to the System on a regular basis. RCCL shall from time to  
  
time, provide access to the Vessels while in their home port for  
  
SEAVISION personnel and guests to demonstrate the System to potential  
  
advertisers, marketers and clients. Such visits shall be requested in  
  
advance and RCCL reserves the right to refuse to allow such visitors  
  
onboard the Vessels on certain days. In addition, access to various  
  
parts of the Vessel may be restricted.  
  
  
d) Data. RCCL hereby agrees to provide the SEAVISION onboard manager with  
  
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the following data in electronic form (i.e., diskettes, tapes or  
  
similar means) with respect to each passenger onboard the Vessel:  
  
name, cabin assignment, dining assignment and  
  
  
  
  
folio number. In the event SEAVISION acquires any additional passenger  
  
information such as addresses and phone numbers as a result of the  
  
passenger's use of the System (e.g. through the purchase of items to be  
  
mailed to the passenger's home), SEAVISION agrees to keep such  
  
information in confidence and not to sell, exchange or otherwise  
  
provide such information to any other party without the prior written  
  
consent of RCCL. Without limiting the foregoing, SEAVISION shall not  
  
sell any lists of RCCL passenger names or use such names in any manner  
  
other than as may be required to fulfill its obligations under this  
  
Agreement. In the event SEAVISION is required to provide the  
  
information to a fulfillment house to process orders, SEAVISION shall  
  
use commercially reasonable efforts to ensure that such information is  
  
kept confidential by such fulfillment house.  
  
  
e) Collection of funds. RCCL hereby agrees to collect all monies paid or  
  
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payable by passengers in respect of Services provided on or through  
  
the System and charged to the respective on-board account of such  
  
passengers, except as set forth in Section 6 of this Agreement.  
  
  
f) Equipment. RCCL hereby agrees to provide all in-cabin televisions and  
  
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television control modules; provided however, the maximum cost to RCCL  
  
for such television control modules shall be [Redacted - confidential  
  
treatment requested] per Vessel and SEAVISION shall be responsible for  
  
any cost in excess of the [Redacted - confidential treatment  
  
requested]. SEAVISION shall identify the specifications and  
  
requirements for such television control modules. RCCL shall have the  
  
option of purchasing such control modules from SEAVISION at cost.  
  
RCCL shall retain title to all television sets and control modules.  
  
  
4. Regular Television. RCCL shall retain all rights to use and control the  
  
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contents of all television channels which are not specifically designated  
  
and utilized on a continuous basis as SEAVISION interactive channels. RCCL  
  
shall have the right to operate a minimum of 20 "Regular Television"  
  
channels through the SEAVISION System. RCCL's programming on such channels  
  
may include, but is not limited to, advertising and promotion of RCCL's  
  
products, concessionaires, shore excursions and other vendors under  
  
contract with RCCL.  
  
  
5. Revenue-Sharing. For each Vessel under this Agreement, the following  
  
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revenue sharing shall apply:  
  
  
a) SEAVISION shall be entitled to retain [Redacted - confidential  
  
treatment requested] of the first [Redacted - confidential treatment  
  
requested] of the Adjusted Gross Revenue.  
  
  
b) Once the aggregate of the Adjusted Gross Revenue equals or exceeds  
  
[Redacted - confidential treatment requested] (the "Revenue Sharing  
  
Date") then:  
  
  
  
  
i) RCCL shall be entitled to retain [Redacted - confidential  
  
treatment requested] of the first [Redacted - confidential  
  
treatment requested] of the Adjusted Gross Revenues during the  
  
twelve (12) months immediately following the Revenue Sharing Date  
  
and each twelve (12) month period thereafter during the term of  
  
this Agreement; and  
  
  
ii) RCCL shall be entitled to retain [Redacted - confidential  
  
treatment requested] of the Adjusted Gross Revenue between  
  
[Redacted -confidential treatment requested] and [Redacted -  
  
confidential treatment requested] during the twelve (12) months  
  
immediately following the Revenue Sharing Date and each twelve  
  
(12) month period thereafter during the term of this Agreement;  
  
  
iii) RCCL shall be entitled to retain [Redacted - confidential  
  
treatment requested] of all Adjusted Gross Revenues exceeding  
  
[Redacted -confidential treatment requested] during the twelve  
  
(12) months immediately following the Revenue Sharing Date and  
  
each twelve (12) month period thereafter during the term of this  
  
  
c) "Adjusted Gross Revenue" for purposes of this Agreement, shall mean the  
  
aggregate of all amounts paid to RCCL by passengers in connection with  
  
use of the Revenue Generating and Pay-Per-View Services provided by  
  
the System and charged to such passengers' respective onboard accounts  
  
by RCCL on each Vessel less the cost of goods set forth in Exhibit E.  
  
  
6. Payment Terms.  
  
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a) Reports. On or before the twenty-first day of each calendar month  
  
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during the Term of this Agreement, SEAVISION shall provide RCCL with a  
  
written report detailing the Adjusted Gross Revenue from cruises  
  
completed during the prior calendar month (any cruise commencing  
  
before last day of month will be considered completed in that current  
  
month). The report shall separately identify the Adjusted Gross  
  
Revenue for each module and the cost of goods and shall be in the form  
  
attached as Exhibit F. This report shall govern the determination of  
  
fees to be retained by RCCL and the revenues to be remitted by RCCL to  
  
SEAVISION under the terms of this Agreement. In addition, SEAVISION  
  
shall provide the reports listed on Exhibit G, samples of which  
  
reports are attached as part of Exhibit G. SEAVISION shall provide  
  
any and all hardware and/or software reasonably necessary or  
  
appropriate to interface SEAVISION's accounting software with the  
  
Vessel's property management system in order for SEAVISION to obtain  
  
accurate accounting information for such reports, as further discussed  
  
in Section 3a)(c) above.  
  
  
  
  
b) Settlement. Within thirty (30) days after RCCL's receipt of the  
  
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monthly report delivered to RCCL by SEAVISION pursuant to the terms of  
  
subsection a) above, RCCL shall remit to SEAVISION the Adjusted Gross  
  
Revenue during the calendar month applicable to such report, less  
  
RCCL's share of such Adjusted Gross Revenue as provided in Section 5.  
  
SEAVISION shall pay to RCCL its portion of the Adjusted Gross Revenue  
  
associated with the advertising within thirty (30) days of the close  
  
of each month.  
  
  
c) Refunds. SEAVISION shall be liable for any refunds, chargebacks,  
  
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adjustments or uncollectible accounts (collectively the "Refunds")  
  
attributable to the Services hereunder. Such Refund shall be made by  
  
RCCL on the passenger's credit card (if applicable) and RCCL shall be  
  
entitled to offset the full amount of any Refund (less any amounts  
  
previously paid to RCCL under Section 5 relating to such Refund)  
  
against future amounts to be paid SEAVISION as its portion of the  
  
Adjusted Gross Revenue. All communications regarding Refunds should  
  
be made to RCCL's Accounting Department, attention Supervisor,  
  
Collections. SEAVISION agrees to cooperate and promptly respond to  
  
requests for information regarding any Refund. SEAVISION shall not  
  
make any Refunds directly to the passenger, unless the purchase was  
  
made on a separate credit card processed by SEAVISION. RCCL shall be  
  
entitled to retain funds, in the amount of 15% of the Adjusted Gross  
  
Revenue for the last three months of the Agreement, in escrow for one  
  
(1) year following termination of this Agreement in order to pay for  
  
any Refunds. SEAVISION shall remain responsible for any Refunds  
  
incurred within one year after termination of the Agreement.  
  
  
d) Credit Cards. RCCL, in its sole option, has the right to require  
  
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SEAVISION to have all purchases made under the shopping module charged  
  
to a credit card in a separate transaction which SEAVISION would be  
  
responsible for processing and credit card commission. In such event,  
  
SEAVISION shall pay RCCL its portion of the Adjusted Gross Revenue  
  
attributable to such purchases within thirty (30) days of the close of  
  
each month.  
  
  
7. Term. This Agreement shall be effective as the date of execution hereof  
  
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and shall continue for a period of four (4) years thereafter. Either party  
  
may cancel this Agreement, without cause, upon six (6) months prior written  
  
notice to the other party; provided, however, such notice cannot be given  
  
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until at least one (1) year after execution of this Agreement. The  
  
Agreement is-cancelable for cause in accordance with the provisions set  
  
forth in Section 17 of this Agreement.  
  
  
8. Additional Vessels.  
  
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a) Grandeur and Enchantment. RCCL has the option to add its vessels,  
  
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GRANDEUR OF THE SEAS (delivery scheduled for December 1996) and  
  
ENCHANTMENT OF THE SEAS (delivery scheduled for July 4, 1997), or  
  
either one of them, as additional vessels under this Agreement. Such  
  
additional vessels shall be governed by the same terms and conditions  
  
contained in this Agreement and, if added, shall be considered a  
  
"Vessel" as said term is defined in this Agreement. Either party may  
  
cancel this Agreement, without cause, as to those additional vessels  
  
upon six (6) months prior written notice to the other party; provided,  
  
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however, such notice cannot be given as to such vessels until at least  
  
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one (1) year after installation of the System on the vessel. RCCL  
  
shall give SEAVISION notice of its desire to add the System on these  
  
vessels at least fourteen (14) weeks in advance of the required  
  
installation date.  
  
  
b) Other Vessels. In the event RCCL desires to add other vessels to this  
  
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Agreement, the terms and conditions governing such vessels shall be  
  
subject to the mutual agreement of the parties. SEAVISION  
  
acknowledges that in the event RCCL significantly increases the number  
  
of vessels on which the system is installed, or if RCCL grants  
  
SEAVISION an exclusive right to provide interactive television on  
  
RCCL's vessels, that RCCL shall have the right to re-negotiate the  
  
terms and conditions governing such additional vessels, including but  
  
not limited to the revenue Sharing provisions set forth in Section 5.  
  
  
c) Freeze Period. RCCL agrees that during the period between execution of  
  
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this Agreement and August 31,1997, RCCL shall not enter into a  
  
contract with any party other than SEAVISION to provide interactive  
  
television on any RCCL vessel.  
  
  
9. Facilities and Equipment.  
  
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a) "As is". SEAVISION accepts "as is" the existing facilities and  
  
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fixtures on the Vessels for the Concession. SEAVISION accepts "as is"  
  
the existing storage facilities and all water, electricity, television  
  
cabling and air conditioning systems incident to SEAVISION's  
  
operations on the Vessel with consideration given to the fact that the  
  
Vessel's storage facilities are limited. SEAVISION shall have the  
  
opportunity of making a detailed site inspection of the facilities  
  
prior to installation of the System. SEAVISION has provided RCCL with  
  
specifications regarding HVAC and electrical requirements, which  
  
specifications are attached hereto as Exhibit H. RCCL agrees that it  
  
shall be RCCL's obligation to ensure that the HVAC and electrical  
  
specifications are met.  
  
  
b) Damage. SEAVISION shall give RCCL prompt written notice of any damage  
  
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to or defective condition in any part of the plumbing, electrical,  
  
heating, air conditioning, television cabling or other system   
  
serving, located in, or passing through the areas in  
  
  
  
  
which the Concession is operating. Except as otherwise provided  
  
herein, SEAVISION shall, at its own expense, keep the facilities under  
  
its control in good order and condition during the term of this  
  
Agreement. SEAVISION shall not make any alterations or additions to  
  
the such facilities without the prior written consent of RCCL. Upon  
  
the termination of this Agreement, RCCL shall have the option of  
  
requiring SEAVISION to remove any such improvements at SEAVISION's  
  
cost and expense.  
  
  
c) Storage. Subject to the provisions of subsection f) below, SEAVISION  
  
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shall be solely responsible for its storage areas and facilities and  
  
will bear the risk of loss caused by SEAVISION's breach of any  
  
governmental regulation or for SEAVISION's failure to comply with  
  
requirements relative for the manifesting of goods for customs  
  
purposes and for loading or off-loading on Landed Goods Advice (LGAs).  
  
  
d) Locks and Security. RCCL will provide normal locks, seals and security  
  
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for storage areas and RCCL will cooperate in all efforts to provide  
  
security for the property of SEAVISION, including all reasonable  
  
efforts to see that said areas are not invaded or otherwise entered.  
  
RCCL acknowledges that SEAVISION has no enforcement or disciplinary  
  
power as to personnel other than SEAVISION's employees on board the  
  
Vessel and RCCL agrees that the Vessel, through its Master, will  
  
cooperate with SEAVISION to enforce security of SEAVISION's property  
  
through such disciplinary measures or procedures as are reasonably  
  
necessary and required.  
  
  
e) Safe Storage. Subject to the approval of the Master, SEAVISION shall  
  
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safely stow for sea, and will maintain such safe stowage for sea, all  
  
stores and other of its property, as well as all equipment, furniture,  
  
or other items and any other property belonging to RCCL which  
  
SEAVISION may use to perform its obligations hereunder, or which  
  
otherwise may be in SEAVISION's control.  
  
  
f) Unseaworthy Condition. SEAVISION shall not knowingly create an  
  
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unseaworthy condition in the performance of its obligations hereunder.  
  
SEAVISION shall operate the Concession in a safe, careful and  
  
businesslike manner.  
  
  
g) Carrier's Release. Upon expiration or termination of this Agreement  
  
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for whatever reason, RCCL agrees to provide SEAVISION with a carrier's  
  
release releasing all of SEAVISION's goods, equipment and wares for  
  
off-loading, at the regularly scheduled port or port(s), as SEAVISION  
  
may select, and that it will, in no way, inhibit or hamper SEAVISION's  
  
right to take possession of the goods, equipment and wares and remove  
  
the same from the Vessel, provided that all sums due RCCL or the  
  
Vessel have been paid or placed in escrow or a bond for said amount is  
  
purchased by SEAVISION. Notwithstanding anything to the contrary  
  
herein, SEAVISION shall at all times retain title to all components  
  
of the System which are provided by SEAVISION.  
  
  
10. On-Board Personnel.  
  
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a) Training. SEAVISION will engage in its service aboard the Vessel one  
  
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(1) employee sufficiently trained and licensed in his/her duties who  
  
will perform SEAVISION's obligations hereunder and in accordance with  
  
the terms of this Agreement in a courteous and efficient manner so as  
  
to meet high standards of operation ("SEAVISION's Operator(s)"). RCCL  
  
shall have the option of replacing SEAVISION's Operator(s) with its  
  
own personnel, at RCCL's expense, and SEAVISION agrees to provide  
  
training for such RCCL personnel. RCCL agrees that such RCCL  
  
personnel shall have the appropriate background and training to  
  
oversee the operation of the System. Such RCCL personnel shall be  
  
bound by the confidentiality provisions of this Agreement.  
  
  
b) Rooms. SEAVISION's Operator shall be berthed in a semi-private (double  
  
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occupancy) staff room which shall be assigned at RCCL's sole  
  
discretion. The Operator shall be considered the equivalent of an  
  
officer with two stripes and shall have the rights and privileges (as  
  
generally set out on Exhibit I.) associated with that level of  
  
individual onboard the Vessel.  
  
  
c) Meals. SEAVISION's Operator shall eat staff food in the appropriate  
  
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staff dining areas.  
  
  
d) Appearance. SEAVISION's Operator shall, at all times, keep  
  
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himself/herself neatly groomed, well spoken and suitably attired in  
  
compliance with Master's Standards.  
  
  
e) Control. Subject to the provisions of Section 12, SEAVISION, at all  
  
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times, has the obligation and right to control all of the personnel  
  
engaged by SEAVISION to perform its obligations hereunder.  
  
  
11. Experience. SEAVISION represents that it is an experienced concessionaire  
  
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fully qualified to supervise and operate the Concession. SEAVISION shall  
  
obtain and maintain in full force and effect throughout the term of this  
  
Agreement, any and all permits or licenses necessary to operate the  
  
Concession, including but not limited to trademark and copyright licenses.  
  
  
12. Certain Obligations  
  
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a) Health and Moral Character. SEAVISION shall only employ persons who  
  
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are in good health, sober and of good moral character. Each of  
  
SEAVISION's Operators must hold a doctor's health report on a form  
  
approved by RCCL indicating that the employee is medically fit for  
  
service on board the Vessel in accordance with standards established by  
  
RCCL and which are the same as for RCCL's own employees. It shall be  
  
SEAVISION's sole responsibility to employ persons who have valid  
  
passports, visas and all other permits required by any governmental  
  
authority whether United  
  
  
  
  
States or foreign in order that they might enter and leave the ports  
  
of call of the Vessel.  
  
  
b) SEAVISION Employees. SEAVISION's Operators are solely the employees of  
  
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SEAVISION and shall, under no circumstances, be deemed employees of  
  
RCCL. SEAVISION is solely responsible for the payment of all wages,  
  
vacation pay, commissions, benefits and repatriation expenses of each  
  
of its employees. SEAVISION shall comply with all applicable laws,  
  
governmental regulations or other governmental requirements relating  
  
to wages, tax withholding and benefits paid to employees and governing  
  
SEAVISION's conduct in connection therewith.  
  
  
c) Independent Contractor and Waiver of Maritime Lien. SEAVISION  
  
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understands that it is not the agent of RCCL but is an independent  
  
contractor and has no right to pledge the credit of RCCL or any Vessel  
  
in any manner or sum whatsoever. SEAVISION shall not contract with  
  
any supplier of merchandise unless the supplier executes a purchase  
  
order containing a conspicuous notice to the effect that SEAVISION has  
  
no right or authority to bind any Vessel or create a lien upon them  
  
and that by acceptance of such purchase order, the supplier  
  
acknowledges that he/she looks solely to SEAVISION and not the Vessel  
  
for payment of goods ordered. Neither SEAVISION nor SEAVISION's  
  
Operator shall have the right to assert maritime liens on any Vessel  
  
for any payments due to them and SEAVISION, on behalf of itself and  
  
its employees, hereby waives any rights that SEAVISION or its  
  
employees may have to assert claims against RCCL under the Jones Act,  
  
U.S. Code Section 688 et seq, or any other applicable law. In the  
  
event that a lien is placed on any Vessel in contradiction of the  
  
terms hereof or as a result of any act, omission or neglect by  
  
SEAVISION or its employees, SEAVISION shall remove immediately, by  
  
bond or otherwise, any such lien or reimburse RCCL for the cost  
  
incurred by RCCL in obtaining its removal. Neither this Concession  
  
Agreement nor the relationship of the parties hereby created  
  
constitutes a partnership or a joint venture.  
  
  
d) Picket Lines. SEAVISION shall immediately take all lawful action, at  
  
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its sole expense, to effect removal of any picket line or other  
  
impediment to a Vessel's sailing resulting from any labor dispute  
  
between SEAVISION and its employees or subcontractors.  
  
  
e) Agent. SEAVISION irrevocably appoints the Master and Vessel's Hotel  
  
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Manager as its agent, with the power of overall supervision of  
  
SEAVISION's Operator for purposes of health, safety and discipline of  
  
each Vessel. For this purpose, SEAVISION's Operator will sign on Ship's  
  
Articles and obey the Master's Rules and Regulations. The foregoing  
  
will not in any way detract from modify SEAVISION's status as an  
  
independent contractor or its employer-employee relationship with its  
  
personnel, and its right to control its employees as described herein.  
  
  
  
  
f) Repatriation. In the Master's discretion, and for purposes of health,  
  
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safety and discipline, the Master of any Vessel may require any  
  
employee of SEAVISION to be removed with the employee's belongings from  
  
the Vessel at any time when the Vessel is in port. If for any reason  
  
any of SEAVISION's Operator is unable to be on board a Vessel upon its  
  
scheduled departure from any port, SEAVISION shall be responsible for  
  
the repatriation of said party, and SEAVISION shall be fully  
  
responsible for any and all fines, penalties, and assessments levied by  
  
any third party in connection with any violation of the immigration  
  
laws of any government, nation, or country.  
  
  
g) Prohibited Acts. SEAVISION's Operator are not permitted:  
  
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i) To carry or consume on board any Vessel any narcotic or other  
  
drug which is prohibited, or for which a doctor's prescription  
  
would be required, except pursuant to a program of medical care  
  
under the direct supervision of the Vessel's doctor;  
  
  
ii) To board the Vessel in an intoxicated state or to consume  
  
alcoholic beverages aboard the Vessel to the point of  
  
intoxication or to the point where during the subsequent  
  
performance of their duties such consumption could become  
  
apparent to the passengers;  
  
  
iii) To engage in any form of gambling aboard the Vessel; and  
  
  
iv) To sell any merchandise to passengers or crew members except in  
  
the course of their duties and only during the agreed hours of  
  
operation of SEAVISION's Concession thereunder.  
  
  
13. Insurance.  
  
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a) Marine Hull and Machinery. RCCL agrees that the Vessel's owners shall,  
  
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at their own expense, provide and maintain marine hull and machinery  
  
and war risk hull and machinery insurance covering the Vessel, with  
  
first class marine underwriters, which insurance shall be endorsed to  
  
designate the owners as the sole loss payee. In the event that  
  
SEAVISION or its employees cause any loss or damage covered by this  
  
insurance, or which would have been covered by this insurance but for  
  
any deductible, SEAVISION agrees to reimburse owners for the  
  
deductible applicable to such loss or damage; provided however,  
  
SEAVISION's obligation to reimburse shall not exceed $500,000. While  
  
SEAVISION will not be named in this insurance as an additional  
  
assured, neither the owners nor the underwriters shall have any  
  
further right of recovery or subrogation in excess of said deductible  
  
against SEAVISION on account of any loss or any damage covered by   
  
such insurance.  
  
  
  
  
b) Protection and Indemnity. RCCL shall, at its own expense, obtain and  
  
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maintain protection and indemnity insurance with first-class Marine  
  
Underwriters which shall provide coverage to RCCL and SEAVISION. In  
  
the event that SEAVISION or its employees cause any loss or damage  
  
covered by this insurance, or which would have been covered by this  
  
insurance but for any deductible, SEAVISION agrees to reimburse owners  
  
for the deductible applicable to such loss or damage; provided however  
  
such reimbursement shall not exceed $500,000.  
  
  
c) Medical. RCCL shall provide, at no charge to SEAVISION, the use of its  
  
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shipboard medical facilities for employees of SEAVISION while working  
  
on the vessel. In addition, RCCL will permit SEAVISION to use the  
  
shoreside medical facilities with which RCCL has provider agreements  
  
for medical care for SEAVISION's employees who are working on RCCL's  
  
vessels; provided, however, if SEAVISION elects to use such shoreside  
  
facilities, SEAVISION shall reimburse RCCL for all expenses associated  
  
with such medical care.  
  
  
d) SEAVISION's Insurance. SEAVISION shall maintain general liability  
  
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insurance, in form and content acceptable to RCCL. Such insurance  
  
shall name RCCL as an additional named insured and shall provide that  
  
the insurance may not be canceled or modified without at least thirty  
  
(30) days prior written notice to RCCL. In addition, SEAVISION shall  
  
be responsible for obtaining insurance for its equipment on the Vessel  
  
against any and all damage.  
  
  
e) Limitation of Liability. Except as expressly provided elsewhere in  
  
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this Agreement, no party shall be liable for any indirect, special or  
  
consequential damages arising out of this Agreement. SEAVISION's  
  
liability shall not exceed $500,000 in the aggregate, provided  
  
however, that the foregoing limitations shall not apply to damages  
  
resulting from the gross negligence or willful misconduct or  
  
SEAVISION, its employees or agents. The warranties expressly set out  
  
in this Agreement are exclusive and are in lieu of all other  
  
warranties, express or implied, including without limitation the  
  
implied warranty of merchantability and fitness for a particular  
  
purpose or any implied warranties arising from course of performance,  
  
course of dealing or usage of trade.  
  
  
14. Itinerary Changes, Sale of Vessel etc.. RCCL, in its sole discretion and  
  
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without liability to SEAVISION, may change the itineraries of the Vessels.  
  
RCCL may sell or charter any Vessel to bona fide unaffiliated third  
  
parties, or otherwise remove any Vessel from the cruise trade, in which  
  
case the Concession granted with respect to such Vessel shall  
  
terminate without any further right or liability hereunder upon forty-five  
  
(45) days written notice to SEAVISION. In the event RCCL sells or removes  
  
a Vessel from the cruise trade during the first [Redacted - confidential  
  
treatment requested] months of the Term of this Agreement, RCCL agrees to  
  
do one (1) of the following (RCCL may elect which option it wishes to  
  
undertake):  
  
  
  
  
a) Assign RCCL's contract rights and obligations on the Vessel being sold  
  
to the new owner of the Vessel;  
  
  
b) Install the System on a different RCCL vessel, which vessel shall be  
  
subject to SEAVISION's approval, which shall not be unreasonably  
  
withheld; or  
  
  
c) Pay SEAVISION the amount set forth below to compensate SEAVISION for  
  
non-recoverable losses resulting from the installation and dismantling  
  
of the System on the Vessel:  
  
  
Number of Months after Installation Compensation  
  
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[Redacted - confidential treatment requested]  
  
  
In the event RCCL selects either option a) or b) above, no  
  
compensation shall be due SEAVISION. Notwithstanding anything to the  
  
contrary, this Section 14 does not apply in the event RCCL terminates  
  
this entire Agreement pursuant to Section 7.  
  
  
15. Force Majeure. RCCL shall not be liable to SEAVISION for any cruise  
  
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delays, cancellations or deviations, or any loss or damage to SEAVISION's  
  
property, caused by acts outside the reasonable control of RCCL, including  
  
Acts of God, acts of war, public enemies, government restrictions, perils  
  
of the sea, mechanical difficulties, seizure or arrest of the Vessel, or  
  
acts of passengers or other third parties.  
  
  
16. Indemnification.  
  
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a) SEAVISION. SEAVISION shall indemnify and hold harmless RCCL, the  
  
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Vessels' owners, the successors and assigns of the foregoing, and  
  
their respective officers, directors, employees and agents from and  
  
against all damages, liabilities, claims and expenses (including  
  
attorneys' fees and payments for deductibles under any insurance  
  
policies) arising from or based upon SEAVISION's operations, or any  
  
act, omission or neglect by SEAVISION or its employees or agents.  
  
  
b) RCCL. RCCL shall indemnify and hold harmless SEAVISION, its successors  
  
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and permitted assigns, and their respective officers, directors,  
  
employees and agents from and against all damages, liabilities, claims  
  
and expenses (including attorneys' fees and payments for deductibles  
  
under any insurance policies) arising from or based upon RCCL's  
  
operations or any act, omission or neglect by RCCL or its employees  
  
or agents.  
  
  
17. Default.  
  
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a) Termination Upon Default. Either party may terminate this  
  
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Agreement immediately upon the occurrence of an event of default  
  
by the other party. The following shall constitute events of  
  
default under this Agreement:  
  
  
i) Breach by either party of its obligations under this  
  
Agreement, which such breach shall not be remedied within  
  
thirty (30) days after receipt by the breaching party of  
  
written notice thereof from the other party; provided  
  
however, if such breach is as a result of software errors or  
  
malfunctions, the cure period shall be sixty (60) days from  
  
receipt of written notice and SEAVISION shall provide RCCL  
  
with a written plan and timetable to remedy such software  
  
problem within fifteen (15) days of receipt of written  
  
notice of such breach; or  
  
  
ii) The making by either party of any statement, representation  
  
or warranty in this Agreement or in any document furnished  
  
or to be furnished to the other party in connection herewith  
  
which shall prove to be knowingly or recklessly untrue or  
  
incorrect in any material respect, when made; or  
  
  
iii) Either party (A) applying for or consenting to the  
  
appointment of a receiver, trustee or liquidator of all or a  
  
substantial part of its assets; (B) being unable or failing  
  
to pay or admitting in writing its inability or failure to  
  
pay its debts as they mature; (C) making a general  
  
assignment for the benefit of creditors; (D) being  
  
adjudicated a bankrupt or insolvent or being dissolved; (E)  
  
filing a petition in bankruptcy or for reorganization or for  
  
an arrangement pursuant to a bankruptcy act or any  
  
insolvency law; or (F) filing an answer admitting the  
  
material allegation of, or consenting to, or defaulting in  
  
answering a petition filed against it, in any bankruptcy,  
  
reorganization or insolvency proceeding.  
  
  
b) Rights and Remedies. Termination of this Agreement upon an event  
  
of default shall be without prejudice to any other rights and  
  
remedies available to the terminating party.  
  
  
18. Applicable Law. This Agreement shall be governed by and interpreted in  
  
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accordance with the laws of Florida to the exclusion of all choice-of-law  
  
rules which might otherwise be applicable except to the extent that  
  
circumstances would reasonably require application of the admiralty and  
  
maritime laws of the United States or the maritime laws of some other  
  
jurisdiction to resolve specific issues pertaining solely to health and  
  
safety or to mandatory requirements imposed by the laws of the state of  
  
the Vessel's registry. Venue for all matters hereunder shall be in the  
  
courts in Miami, Florida.  
  
  
19. Confidentiality. Except as permission may be specifically granted to  
  
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SEAVISION in writing and in accordance with RCCL's rules, SEAVISION agrees  
  
to hold in confidence and not disclose to any third party, except to  
  
authorized persons in the course of its work for RCCL, any and all  
  
information or data of a confidential nature not generally available to the  
  
public that is delivered to SEAVISION, or that SEAVISION obtains, in the  
  
course of its work for RCCL, relating to the business or operations of RCCL  
  
or its associated companies, including, but not limited to, financial  
  
information, marketing plans, passenger names, personal data and addresses,  
  
designs, processes and agreements. SEAVISION further agrees to comply with  
  
all confidentiality agreements between RCCL and third parties (to the  
  
extent SEAVISION is notified of such agreements) and understands that its  
  
obligations under this confidentiality provision shall continue after the  
  
expiration of this Agreement and until RCCL specifically releases such  
  
obligations in writing.  
  
  
Except as permission may be specifically granted to RCCL in writing and in  
  
accordance with SEAVISION's rules, RCCL agrees to hold in confidence and  
  
not disclose to any third party, except to authorized persons in the course  
  
of its work, any and all information of a confidential nature not generally  
  
available to the public that is delivered to RCCL, or that RCCL obtains, in  
  
the course of its work with SEAVISION, or as a result of SEAVISION's  
  
performance of its obligations under this Agreement, relating to the  
  
business or operations of SEAVISION or its associated companies, including,  
  
but not limited to, (i) any knowledge gained by RCCL of SEAVISION's  
  
proprietary application software or the configuration of the System; (ii)  
  
SEAVISION's marketing and sales materials; (iii) the format of SEAVISION's  
  
reports, including those for data management, revenue remittance and  
  
marketing surveys; and (iv) SEAVISION's marketing and financial  
  
information. RCCL further agrees to comply with all confidentiality  
  
agreements between SEAVISION and third parties (to the extent RCCL is  
  
notified of such agreements) and understands that its obligations under  
  
this confidentiality provision shall continue after the expiration of this  
  
Agreement and until SEAVISION specifically releases such obligations in  
  
  
RCCL acknowledges that the System represents and will continue to represent  
  
the valuable, confidential and proprietary property of SEAVISION. SEAVISION  
  
is not by this Agreement conveying to RCCL any exclusive proprietary or  
  
ownership rights in the System, including, but not limited, to any patent,  
  
copyright, trademark, service mark, trade secret, trade name or other  
  
intellectual property rights, except that RCCL will have the limited rights  
  
expressly set forth in this Agreement. Accordingly, RCCL acknowledges that,  
  
except as expressly provided for in this Agreement, RCCL possesses no title  
  
to or ownership of any System or any portion thereof. RCCL will keep the  
  
System free and clear of all claims, liens and encumbrances resulting from  
  
actions or omissions of RCCL.  
  
  
Each party agrees, during the Term of this Agreement and thereafter, to  
  
maintain the confidential nature of the terms and conditions of this  
  
  
  
  
Each party acknowledges that its violation of its confidentiality or non-  
  
disclosure obligations under this Agreement may cause irreparable damage to  
  
the other that cannot be fully remedied by money damages. Accordingly, in  
  
the event of any such violation or threatened violation, the injured party  
  
will be entitled, in addition to pursuing any other remedy available to it  
  
under this Agreement or at law, to obtain injunctive or other equitable  
  
relief from any court of competent jurisdiction as may be necessary or  
  
appropriate to prevent any further violations thereof.  
  
  
20. Miscellaneous.  
  
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a) Entire Agreement. This Agreement shall constitute the entire   
  
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agreement between the parties relative to concessions on the Vessels  
  
and all prior negotiations, agreements and communications shall be  
  
merged herein and superseded hereby.  
  
  
b) Amendments. The terms of this Agreement may not be waived, altered,  
  
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modified, amended or supplemented in any manner whatsoever except by a  
  
written document duly executed by both parties hereto.  
  
  
c) Assignments. Neither party may assign this Agreement, in whole or in  
  
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part, without the prior written consent of the other party.  
  
  
The foregoing is not intended to apply to a sale of the stock of  
  
either company or a merger or consolidation which results in a change  
  
of ownership of the company.  
  
  
d) Press Releases. The parties shall consult with each other and issue a  
  
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press release with respect to this Agreement as soon as practical  
  
after the execution hereof. During the term of this Agreement, RCCL  
  
agrees to use best efforts to include a reference to SEAVISION in any  
  
press releases relating to any vessels on which the System is  
  
installed (or is planned to be installed) and in which interactive  
  
television services are discussed.  
  
  
e) Waivers. No waiver by any party of any inaccuracy of representation,  
  
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breach or rights or remedies provided hereunder and no course of  
  
dealing shall be deemed a continuing waiver of the same inaccuracy,  
  
breach or any other right or remedy, unless such waiver is in writing  
  
and is signed by the party sought to be bound. The failure of a party  
  
to exercise any right or remedy shall not be deemed a waiver of such  
  
right or remedy in the future.  
  
  
f) Modification and Severability. If a court of competent jurisdiction  
  
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declares that any provision of this Agreement is illegal, invalid or  
  
unenforceable, then such provision shall be modified automatically to  
  
the extent necessary to make such provision fully legal, valid or  
  
enforceable, and this Agreement otherwise shall remain in full force  
  
and effect.  
  
  
  
  
g) Enforceability. This Agreement shall be enforceable by and against  
  
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RCCL and SEAVISION and their respective successors and permitted  
  
  
h) Books and Records. SEAVISION shall at all times keep complete and  
  
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accurate books, records and accounts pertinent to this Agreement.  
  
Said books, records and accounts shall be retained for a period of at  
  
least three (3) years after the expiration or other termination of  
  
this Agreement and shall, at all reasonable times, be accessible to  
  
and open for inspection, examination, audit and copying by RCCL.  
  
  
i) Notices. All notices, demands, requests and other communications  
  
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required or permitted to be given to any party hereto in connection  
  
herewith (1) must be in writing and (2) may be served either by (A)  
  
depositing the same in the mail, full postage prepaid, certified or  
  
registered with return receipt requested, (B) delivering the same by  
  
an internationally recognized air courier service, full delivery cost  
  
paid, (C) delivering the same in person, or (D) sending a telecopy of  
  
same, confirming with a copy thereof delivered either by mail or air  
  
courier service. Any notice, demand, request or other communication  
  
served in the foregoing manner shall be deemed given upon delivery in  
  
person, three business days after mailing, two business days after  
  
sending by air courier, or on the first business day after sending by  
  
telecopy. For the purposes hereof, the addresses and telecopier  
  
numbers of the parties hereto are as follows:  
  
  
If to RCCL: Royal Caribbean Cruises Ltd.  
  
1050 Caribbean Way  
  
Miami, Florida 33132  
  
Attn: Executive VP, Operations  
  
Telecopier Number (305) 372-0441  
  
cc: Legal Department  
  
  
If to SEAVISION: SeaVision Inc.  
  
381 Mansfield Avenue  
  
Pittsburgh, PA 15220  
  
Attn: Brian Blair, Chief Operating Officer  
  
Telecopier Number (305) 377-2221  
  
  
Any party hereto may change its address for the purposes hereof by giving notice of such change of address to the other party in the manner provided herein.  
  
  
IN WITNESS WHEREOF, RCCL and SEAVISION have executed this Agreement the dates set forth below.  
  
  
SEAVISION INC., a Delaware Corporation  
  
  
By:  
  
-------------------------------- Name: Brian Blair Title: Chief Operating Officer Dated: September 17, 1996  
  
  
Royal Caribbean Cruises Ltd., a Liberian corporation  
  
  
By: By:  
  
------------------------------ ------------------------------ Name: Peter G. Whelpton Name: G. Edward Bollinger Title: Executive Vice President, Title: Vice President, Purchasing  
  
Operations Properties & Logistics Dated: September 17, 1996 Dated: September 17, 1996  
  
  
Exhibit A: Description of System (hardware and software components) Exhibit B: Description of Services  
  
Annex 1: Gaming Guidelines Exhibit C: Technical Performance Standards Exhibit D: Specifications Exhibit E: Cost of Goods Exhibit F: Settlement Form Exhibit G: List of Reporting Requirements Exhibit H: HVAC Specifications Exhibit I: Privileges  
  
  
  
  
EXHIBIT A  
  
  
Primary Hardware and Software Components of the  
  
System to be provided by SeaVision  
  
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Components:  
  
  
. 1 Master Control Processor (MCP) - Pentium based server machine controlling  
  
[Redacted - confidential treatment requested]  
  
  
. 1 Communications Control Processor (CCP) - [Redacted - confidential  
  
treatment requested]  
  
  
. [Redacted - confidential treatment requested] Interactive Session  
  
Processors (ISPs) -Pentium based computers [Redacted - confidential  
  
treatment requested]  
  
  
. [Redacted - confidential treatment requested] Video Cassette Players (VCPs)  
  
-Standard VCR tape players to play movies on interactive system, available  
  
only on VCR tape. Most first run movies are currently available only in  
  
VCR format. Power and AC requirements are 0.65 amps and 225 BTUs for each  
  
  
. SeaVision Interactive Allocator - Software for [Redacted - confidential  
  
treatment requested]  
  
  
. SeaVision Database Engine - Software for [Redacted - confidential treatment  
  
requested]  
  
  
. SeaVision CCP Interface - CCP based software to control the interface  
  
[Redacted -confidential treatment requested]  
  
  
. SeaVision SPMS Protocol - Network interface specification to enable  
  
development of the custom interface to the shipboard property management  
  
  
. Peripheral Printers (quantity to be determined once remote printer  
  
locations have been identified, not to exceed five locations).  
  
  
Notes:  
  
  
. All software will be the latest product version available at time of  
  
  
. Software updates will be received by the shipboard operator on 4mm DAT   
  
tape. Updates will bc delivered on a periodic basis as problem fixes and  
  
module enhancements are made available.   
  
EXHIBIT B  
  
  
Entertainment and Interactive Services to be Provided by SEAVISION  
  
------------------------------------------------------------------  
  
  
"Basic" SEAVISION Package: Services Provided at No Charge - ---------------------------------------------------------  
  
  
. In-Cabin Room Service Ordering: Passengers will be able to order RCCL's  
  
standard room service menu, including beverages charged to their cabin  
  
account, through the System. Orders will be printed out in appropriate  
  
pantries and/or galleys for delivery by RCCL personnel. SEAVISION shall  
  
provide, as part of the System, printers and/or monitors to be used in such  
  
pantries and/or galleys for such purpose.  
  
  
. Shore Excursion Ordering: Passengers will be able to watch videos of shore  
  
excursions and purchase tickets for shore excursions on and through the  
  
System by using their television remote-control. Orders will be printed  
  
out in the appropriate shore excursion office of RCCL, with tickets in  
  
respect thereof to be delivered by RCCL personnel. The System, at RCCL's  
  
option, will provide appropriate inventory control. SEAVISION will assist  
  
with the development of the interface with RCCL's shore excursion system.  
  
  
. Guest Survey: The System shall include guest satisfaction and guest  
  
information surveys the forms of which are to be agreed upon by RCCL. RCCL  
  
may periodically adjust or revise such questions.  
  
  
. Cruise Compass: The System shall include the daily Cruise Compass.  
  
  
. Wine Ordering: Passengers will be able to view a wine menu on the System  
  
and order their selection with their television remote-controls. Orders  
  
will be printed out in the Wine Steward's office or wine cellar, for  
  
delivery by RCCL personnel at the designated meal.  
  
  
. Interface with RCCL's Property Management System: The System will  
  
interface with the Vessel's property management system to enable  
  
appropriate charges to be applied to passenger accounts.  
  
  
. Interface with RCCL's Shore Excursion System: The System will interface  
  
with the Vessel shore excursion system to enable shore excursion tickets to  
  
be ordered and appropriate charges to be applied to passenger accounts.  
  
  
. Passenger Folio Review: Each passenger will be able to use the System to  
  
review a summary of their on-board account.  
  
  
. Access Control: The System will be designed to limit access to only those  
  
persons who are adult passengers or who are minors under adult supervision.  
  
Passengers will be able to limit access to various services, such as gaming  
  
and adult programming, by enabling lock-out codes and using password  
  
  
  
. Report Generation: The System will generate detailed activity reports,  
  
which will be made available to RCCL for the purposes of revenue payments  
  
to SEAVISION. SEAVISION shall also provide, at RCCL's request, reports  
  
pertaining to passenger usage of the System.  
  
  
. Language Options: The System will have the modules available in various  
  
languages, to be mutually agreed upon between RCCL and SEAVISION.  
  
  
. Future Cruise Module: RCCL will be able to feature information on other  
  
cruises and itineraries through the System.  
  
  
. Gaming Tutorials: The system shall provide on demand access to various  
  
gaming tutorials.  
  
  
. Safety Instructions: The System shall provide on demand access to safety  
  
information regarding the Vessel.  
  
  
RCCL shall be responsible for providing all ticket stock, videos and  
  
photographs for shore excursions, wine ordering, gaming tutorials, future  
  
cruise modules and safety instructions. RCCL shall retain control over all  
  
materials included in such programs. RCCL may choose, at its option, to  
  
produce its own videos and photographs, retain SEAVISION for this purpose  
  
and reimburse SEAVISION for all its costs incurred in connection with  
  
producing the same, or contract with a third party to produce such videos  
  
and/or photographs, provided, however, that any videos and photographs  
  
produced by any such third party shall in all ways meet SEAVISION's  
  
technical standards for use on the System. If RCCL elects to have SEAVISION  
  
produce any such videos or photographs, SEAVISION shall provide RCCL with  
  
detailed cost estimates prior to the initiation of video and photograph  
  
production. Such estimates will include the cost of preproduction  
  
scripting and preparation and the cost of sending crews aboard RCCL's  
  
Vessels for taping, photographing and post-production editing. RCCL shall  
  
pay these costs directly to SEAVISION as a supplier.  
  
  
In the event RCCL selects to use any shore excursion videos in SEAVISION's  
  
library at no charge, RCCL agrees to permit SEAVISION to use any generic  
  
shore excursion videos prepared by RCCL to be used by SEAVISION on other  
  
cruise vessels on which SEAVISION has installed the System. RCCL shall  
  
have no obligation to use SEAVISION's videos for shore excursions and in  
  
the event RCCL selects to solely use RCCL's videos or to pay for the use of  
  
SEAVISION's videos, then RCCL shall not be required to allow SEAVISION to  
  
use the RCCL videos.  
  
  
Revenue-Generating and Pay-Per-View Entertainment Services - -----------------------------------------------------------  
  
  
RCCL will be entitled to a portion of the Adjusted Gross Revenues generated by the following revenue services, pursuant to and in accordance with the terms of Section 5 of the Agreement.  
  
  
RCCL may terminate any individual revenue service on any Vessel without cause upon ninety (90) days prior written notice to SEAVISION; provided the following conditions are met:  
  
  
(i) In the event of termination of any individual revenue service, the  
  
revenue sharing arrangement set forth in Section 5 of the Agreement  
  
may be subject to renegotiation;  
  
  
(ii) No revenue service may be terminated during the first six (6) months  
  
of the Term of the Agreement;  
  
  
(iii) RCCL may not terminate more than one (1) revenue service during any  
  
six (6) month period; and  
  
  
(iv) RCCL shall pay SEAVISION monthly an amount equal to SEAVISION'S  
  
portion of the Adjusted Gross Revenue which would have been generated  
  
by such terminated revenue service. Such payment shall be based upon  
  
the average historical Adjusted Gross Revenue generated by such  
  
service for the six (6) months immediately preceding the termination  
  
and shall take into account the revenue sharing arrangements set out  
  
in Section 5 of the Agreement; provided however, such payment shall  
  
cease upon the occurrence of the earlier of either of the following  
  
events:  
  
  
(a) Termination of the Agreement; or  
  
  
(b) The Revenue Sharing Date is reached as set out in Section 5.b) of  
  
the Agreement.  
  
  
Revenue Services:  
  
  
. Video-on-Demand: Passengers will be able to purchase movies and other  
  
entertainment options such as taped concerts, on demand, using the System  
  
and their television remote-control. SEAVISION shall determine the fee that  
  
will be levied for each such order and charged to such passengers'  
  
respective onboard accounts. Such fee shall be subject to RCCL's prior  
  
approval, which shall not be unreasonably withheld, and in any event shall  
  
be consistent with the fees charged for similar services on comparable  
  
cruise lines and luxury hotels. Subject to RCCL's approval, adult  
  
programming may be offered. SEAVISION shall be responsible for all  
  
licenses, including but not limited to copyright licenses, which are needed  
  
in order to show such entertainment.  
  
  
. Gaming Options: Passengers will be able to play video slots, blackjack and  
  
poker on the System. Any additional games that SEAVISION may desire to  
  
provide on the System shall be subject to the parties' mutual agreement.  
  
RCCL will determine the  
  
  
  
  
value of each individual credit that passengers may purchase and charge  
  
to their cabin accounts and any other applicable limits. Specific  
  
requirements and guidelines regarding the Gaming Options are defined Annex 1  
  
to this Exhibit.  
  
  
. Shopping: SEAVISION will offer passengers interactive video shopping on the  
  
  
Third Party Vendors. RCCL will retain the right to approve and  
  
disapprove the items offered for sale and the third party suppliers  
  
providing those items. RCCL has the right to require any items to be  
  
deleted upon fourteen (14) days notice. All such suppliers shall offer  
  
a minimum of a thirty (30) day money back guarantee on all items sold  
  
via this service. All third party suppliers shall promptly and  
  
professionally respond to complaints regarding such items and shall  
  
maintain a toll-free number to expeditiously handle such complaints.  
  
All items shall be delivered to the passenger's selected address within  
  
two weeks of ordering. SEAVISION shall obtain a signature of any  
  
passenger ordering items through the System. SEAVISION will provide  
  
fulfillment services for products sold through the System which are not  
  
offered by RCCL or RCCL's concessionaires on board the Vessel.  
  
  
RCCL shall have the right to offer its own items for sale on the  
  
System. In the event RCCL elects to offer its own items on the System,  
  
RCCL shall pay SEAVISION [Redacted - confidential treatment requested]  
  
of the adjusted gross revenue of the sales of such RCCL goods and  
  
products. SEAVISION shall not be entitled to any other portion of the  
  
revenues generated by the sale of such RCCL goods. SEAVISION shall not  
  
charge RCCL for the production costs for implementing the sale of such  
  
goods on the System; provided such costs are in line with the normal  
  
and customary shopping provided on the System (e.g. the format  
  
currently used by The Nature Company or the Thornberry Collection). In  
  
the event RCCL wishes to present its goods in a manner which is  
  
different than such goods on the System, RCCL shall be responsible for  
  
any additional production costs.  
  
  
. Advertising and Promotion: SEAVISION shall have the exclusive right to sell  
  
advertising on the System (excluding Regular Television) to third parties  
  
for the purposes of advertising, promotions and marketing of their  
  
companies, products or services. SEAVISION does not have the right to sell  
  
any advertising which is port-specific (i.e. which identifies a particular  
  
store, vendor or service provider located in a port of call to which the  
  
Vessel calls), unless RCCL expressly approves such advertising in writing in  
  
  
RCCL shall retain the right to approve such third party advertisers and  
  
the manner in which any such advertising is presented. RCCL shall  
  
designate the individual responsible for granting such approvals on its  
  
behalf, and such individual shall provide SEAVISION with general  
  
guidelines for advertising and marketing activities and the procedure  
  
which SEAVISION shall follow in submitting advertising and marketing  
  
proposals for RCCL's consideration. At the time of the request for  
  
approval, SEAVISION shall identify the length of  
  
  
  
  
time of the advertising commitment, which in no event shall be longer  
  
than twelve (12) months. RCCL shall notify SEAVISION of its approval or  
  
denial of any advertising proposal within 15 business days after  
  
SEAVISION's written submission thereof. In the event RCCL fails to  
  
notify SEAVISION of its decision within that period, it shall be deemed  
  
to have disapproved that submission.  
  
  
Interactive advertising on the System by concessionaires on board the  
  
Vessel, including but not limited to the beauty salon and spa and  
  
photographer will be by mutual agreement between SEAVISION and those  
  
suppliers. RCCL will be entitled to a portion of the Adjusted Gross  
  
Revenues generated by any fees paid by such concessionaires, pursuant  
  
to and in accordance with the terms of Section 5 of the Agreement.  
  
  
Notwithstanding the foregoing, nothing herein or in the Agreement is  
  
intended to prevent RCCL from undertaking advertising and promotions on  
  
the "Regular Television" portion of the System, including but not  
  
limited to, advertising and promotion of the beauty salons,  
  
photographers, port lecturers and port shopping, casinos, gift shops,  
  
shore excursions, suppliers and similar such activities. SEAVISION  
  
shall not be entitled to any fees or any portion of any revenues  
  
generated by such advertising or promotion.  
  
  
In addition, SEAVISION acknowledges and agrees that the promotion of  
  
RCCL's services and suppliers on the System (e.g. the display of third  
  
party logos together with the promotion or description of goods being  
  
offered on the Vessel as described in the Basic SeaVision package for  
  
the Vessel) shall not constitute advertising and shall not violate the  
  
exclusivity given to SEAVISION. By way of example, the use of a  
  
vineyard's logo by the products on the wine ordering services module,  
  
the display of a beverage supplier's logo near the beverages on the  
  
room service menu, or the featuring of a particular shore excursion,  
  
shall not constitute advertising.  
  
  
. Digital Photography: RCCL at its option, may select as an additional  
  
feature for the System to provide digital photography. If selected,  
  
passengers will be able to view in their cabins personal photographs taken  
  
by the on-board photo concessionaire. The system will display the  
  
photographs allowing the passengers to purchase a variety of sizes and  
  
poses. This services can include, subject to RCCL approval, kiosk based  
  
applications which will provide an entertaining and easy-to-use graphical,  
  
touch screen interface to purchase "instant" photographs with a wide variety  
  
of backgrounds and in various sizes. In the event RCCL selects to offer  
  
such service, the terms of the service shall be set forth in an addendum to  
  
this Agreement.  
  
  
. Crew Amenities: RCCL, at its option, may elect to have additional services  
  
provided to its crew on the Vessels, subject to the prior mutual agreement  
  
of the parties.  
  
  
Annex 1:  
  
  
Gaming Options - Requirements and guidelines  
  
  
RCCL shall have control over all game rules, denomination, theoretical hold percentage and award structure (including all jackpots). The payout percentages shall be comparable to those set in RCCL's own casinos.  
  
  
RCCL has the right to independently verify all meter readings for the video gaming.  
  
  
RCCL will set the hours of operation for the video gaming; which hours shall be set taking into account applicable laws, rules and regulations and which shall be consistent with the hours set for RCCL's own casino.  
  
  
RCCL shall have the right to approve in advance any program changes affecting the video gaming. All such changes shall be made in the presence of an approved RCCL employee (e.g., slot technician).  
  
  
SEAVISION shall ensure that all video gaming complies with any and applicable rules, regulations and laws, including but not limited to the regulations of the Nevada Gaming Control Board.  
  
  
  
  
EXHIBIT C  
  
  
Technical Performance Standards for the System  
  
  
Server Capacity  
  
  
. The system will be sized according to actual usage demand of the ship.  
  
Demand levels may change throughout the term of the Agreement. Factors  
  
which affect sizing of the system include the following:  
  
  
[Redacted - confidential treatment requested]  
  
  
. During routine operation of the system, the system will be designed to  
  
process [Redacted - confidential treatment requested] of system inquiries  
  
utilizing a dedicated Interactive Session Processor (ISP) without a delay  
  
greater than [Redacted - confidential treatment requested] to each inquiry.  
  
Routine operation of the system shall be defined as all itv functions after  
  
leaving the Barker Channel. The system shall be designed to transfer from  
  
the Barker Channel to a [Redacted - confidential treatment requested] within  
  
[Redacted - confidential treatment requested] of the time. Should this  
  
specification not be attained by the system, SeaVision agrees to improve  
  
system performance to acceptable levels within [Redacted - confidential  
  
treatment requested] This improvement may include, but is not limited to,  
  
the addition of processing equipment. RCCL shall be required to provide  
  
space, air conditioning and power to facilitate the installation of such  
  
additional processing equipment.  
  
  
RF System  
  
  
. The SeaVision Radio Frequency (RF) mixing network located in the Broadcast  
  
Center will support the ship's existing Free to Guest channels. A total of  
  
twenty (20) channels will be allocated for Free to Guest channels. The  
  
SeaVision RF mixing network will act as the final launch point for input to  
  
the ship's RF plant. In the event that the SeaVision system is not  
  
operational, Free to Guest channels will remain unaffected.  
  
  
. The final output of the mixed signals will be +15Bm V flat +/-3dB.  
  
  
. The ship's existing distribution amplifier settings shall remain as in  
  
accordance to the ship's RF design specification. The maximum tilt shall  
  
not exceed 6 dB across the amplifier's entire bandwidth.  
  
  
. The minimum Carrier to Noise ratio at the end of any RF trunk in the ship's  
  
RF plant shall be 41 dB or better.   
  
. Adjacent channel visual carriers shall not differ more than 3 dB.  
  
  
. All passive devices will have a minimum port to port isolation of 20dB.  
  
  
. An RF return module will be added to the ship's RF amplifiers, if the  
  
amplifiers will support the device. If the amplifier will not support the  
  
RF return module, then the entire amplifier modules will be removed.  
  
Depending on availability, the new amplifiers will be of the same  
  
manufacturer and model series in order to utilize the existing housing and  
  
plant connections.  
  
  
9/17/96   
  
Exhibit D  
  
  
To be completed within thirty (30) days of execution of the Agreement.   
  
Exhibit E  
  
  
"Adjusted Gross Revenues" - Cost of Goods  
  
  
. Cost of Goods in the case of products and services sold through the system.  
  
- Current Retailers and Products offered (Retailers, Products and Cost  
  
Pricing subject to change)  
  
  
1) The Thornberry Collection - [Redacted - confidential treatment  
  
requested]  
  
2) All Stuffed Up - [Redacted - confidential treatment  
  
requested]  
  
3) Wenger Swiss Army - [Redacted - confidential treatment  
  
requested]  
  
4) Perry Ellis - [Redacted - confidential treatment  
  
requested]  
  
5) Bobby Jones Sportswear - [Redacted - confidential treatment  
  
requested]  
  
6) The Nature Company - [Redacted - confidential treatment  
  
requested]  
  
7) The Sharper Image - [Redacted - confidential treatment  
  
requested]  
  
8) Lenox China - [Redacted - confidential treatment  
  
requested]  
  
  
. The Cost to SeaVision for Pay-Per-View Programming.  
  
  
- Current Distributors (Cost Basis subject to change)  
  
  
1) Swank Motion Pictures (General Audience) - [Redacted - confidential  
  
treatment requested]  
  
2) Media Licensing, Inc. (Mature Content) - [Redacted - confidential  
  
treatment requested]  
  
  
. The commissions paid by SeaVision to\* third parties for advertising sold on  
  
the system. The commissions shall not exceed [Redacted - confidential  
  
treatment requested]  
  
  
. Credits paid by RCCL to passengers in the case of gaming on the system.  
  
  
\*bona fide, arm's length   
  
EXHIBIT F  
  
  
12-Aug-96  
  
  
SEAVISION, INC.  
  
detailed Income Statement By Period  
  
Period Ending 06/30/96  
  
  
ROYAL CARIBBEAN CRUISE LINES  
  
----------------------------   
  
Current Year Totals  
  
Period to Date to Date  
  
------- ------- -------  
  
  
  
REVENUE:  
  
  
  
Revenue - Advertising $0.00 $0.00 $0.00  
  
Revenue - Gaming $0.00 $0.00 $0.00  
  
Revenue - Movies $0.00 $0.00 $0.00  
  
Revenue - Shopping $0.00 $0.00 $0.00  
  
----- ----- -----  
  
Total Revenue $0.00 $0.00 $0.00  
  
----- ----- -----  
  
  
  
COST OF GOODS:  
  
  
  
Shopping Products $0.00 $0.00 $0.00  
  
Pay Per View Fees:  
  
Swank Motion Pictures $0.00 $0.00 $0.00  
  
Graff, Inc. $0.00 $0.00 $0.00  
  
Advertising Commissions $0.00 $0.00 $0.00  
  
----- ----- -----  
  
Total Costs of Goods $0.00 $0.00 $0.00  
  
----- ----- -----  
  
  
  
Adjusted Gross Revenues $0.00 $0.00 $0.00  
  
===== ===== =====   
  
REVENUE SHARE $0.00 $0.00 $0.00  
  
===== ===== =====   
  
DUE TO SEAVISION $0.00 $0.00 $0.00  
  
===== ===== =====   
  
Page 1   
  
Exhibit F   
  
MOVIES - Pay per view  
  
  
  
Swank Motion Pictures  
  
-----------------------  
  
  
Date Voyage No. Revenues No. Revenues  
  
  
06/01/96 08960525 0 $0.00 0 $0.00  
  
06/08/96 08960601 0 $0.00 0 $0.00  
  
06/15/96 08960608 0 $0.00 0 $0.00  
  
06/22/96 08960615 0 $0.00 0 $0.00  
  
06/29/96 08960622 0 $0.00 0 $0.00  
  
  
  
-----------------------------  
  
Totals 0 $0.00 0 $0.00  
  
-----------------------------  
  
Accumulated Totals 0 $0.00  
  
-------------------------------------  
  
DUE TO SWANK $0.00  
  
  
Exhibit F  
  
MOVIES - Pay per view  
  
  
Graff, Inc.  
  
-----------   
  
  
  
Date Voyage No. Revenue  
  
  
  
06/01/96 08960525 0 $0.00  
  
06/08/96 08960601 0 $0.00  
  
06/15/96 08960608 0 $0.00  
  
06/22/96 08960615 0 $0.00  
  
06/29/96 08960622 0 $0.00  
  
----------------   
  
Accumulated Totals 0 $0.00  
  
----------------   
  
DUE TO GRAFF $0.00  
  
=====  
  
  
Exhibit F SHOPPING VENDORS:  
  
  
  
  
Thornberry  
  
--------  
  
Date Voyage # Retail Shipping Revenues  
  
  
  
06/01/96 08960525 $0.00 $0.00 $0.00  
  
06/08/96 08960601 $0.00 $0.00 $0.00  
  
06/15/96 08960608 $0.00 $0.00 $0.00  
  
06/22/96 08960615 $0.00 $0.00 $0.00  
  
06/29/96 08960622 $0.00 $0.00 $0.00  
  
-------------------------  
  
Totals $0.00 $0.00 $0.00  
  
-------------------------  
  
Accumulated Totals $0.00 $0.00 $0.00  
  
-------------------------  
  
  
THORNBERRY  
  
[Redacted - confidential  
  
treatment requested] $0.00  
  
(SEAVISION [Redacted -  
  
confidential treatment requested]  
  
SHIPPING $0.00  
  
-----  
  
DUE TO THORNBERRY $0.00  
  
-----  
  
  
Exhibit F  
  
  
  
EXHIBIT G  
  
  
The following are accounting related internal control and revenue reports required from the SeaVision system.  
  
  
Casino - -------  
  
  
1. Report of "Handle" by game type, by day, and voyage to date.  
  
  
2. Report of "Win" by game type, by day and voyage to date.  
  
  
3. Actual Theoretical win % variance report by game type, by date and voyage to  
  
  
4. Revenue Summary by day and voyage to date.  
  
  
5. Transaction Detail Report by game type, folio, cabin by day and voyage to  
  
  
6. Interface posting report to Back Office system by folio, cabin, day, time and  
  
amount by date and voyage to date.  
  
  
7. Manual post report by date, folio, cabin, amount, name, type, by day, voyage  
  
to date and voyage.  
  
  
8. Transaction detail report on Edit Postings/Corrections made by the System  
  
Manager (SeaVision personnel) by date, folio, name, cabin, type, amount,  
  
reason code, and user code, by day and voyage to date.  
  
  
Other Casino Considerations - ----------------------------  
  
  
1. System should have control capability for limiting access to gaming by  
  
"minors".  
  
  
2. The System will record and track all credits, postings and cash-outs.  
  
  
3. EPROM change and maintenance to be dual controlled by personnel from  
  
SeaVision and RCCL.  
  
  
4. The system must only allow guests to purchase gaming credits by posting a  
  
charge against the appropriate folio.  
  
  
Shore Excursion, Movies, Shopper, Other Revenue areas - -----------------------------------------------------  
  
  
1. Transaction detail by PLU (tour code, movie name, etc.), description, folio,  
  
cabin, name, amount, number of tickets, date, time, by day, voyage to date  
  
and voyage.  
  
  
2. Interface posting report to shore excursion POS by folio, cabin, name,  
  
amount, date, time voyage to date and voyage.  
  
  
Exhbit G, page 1 8/22/96 3. Manual posting report by folio, cabin, name, amount, date, time, by day,  
  
voyage to date and voyage.  
  
  
4. Transaction detail report on Edit Postings/Corrections made by the System  
  
Manager (SeaVision personnel) by date, folio, name, cabin, type, amount,  
  
reason code, user code, by day, voyage to date and voyage.  
  
  
5. Sales Summary report by day, type, tender, voyage to date.  
  
  
6. Sales detail report by day, type, tender, voyage to date.  
  
  
7. Report of all "Retail" type transactions defined as transactions not folio  
  
related. Credit Card transactions would be considered retail and require the  
  
following reporting: Credit Card listing by date, credit card number,  
  
expiration date, name, cabin, date, amount, type, by day, voyage to date and  
  
  
Other Considerations - --------------------  
  
  
1. Price table maintenance to be dual control by SeaVision and RCCL personnel.  
  
  
2. System to have ability for flexible length of voyage definition.  
  
  
3. System Security into folio maintenance, account adjustments, corrections,  
  
should be dual controlled.  
  
  
4. Folio validation process.  
  
  
All month to date, year to date and life to date reports derived from the SeaVision system shall be the responsibility of RCCL. SeaVision shall promptly supply all data required for the above mentioned reports via 4mm DAT tape and a Microsoft Access template required for compilation of said data. All daily, voyage to date and voyage reports will be printed onboard as per schedule to be determined on a ship by ship basis.  
  
  
The system shall be designed to recognize a minor "flag" associated with a folio that may in the future be utilized by RCCI. This flag could be used to restrict access to certain ITV modules, and/or restrict charges made via the system.  
  
  
RCCL will provide a list of reports to be printed on a daily basis for accounting purposes. The time that these reports are printed will be chosen on a ship by ship basis and may, at the discretion of shipboard management, by changed at any time. The approximate time of printing for these reports is expected to be 0400 hrs.  
  
  
Exhibit G, page 2 8/22/96   
  
EXHIBIT H  
  
  
Electrical and HTAC Specifications - ----------------------------------  
  
  
Specifications if SeaVision has access to the back of the 2 VCP racks:  
  
  
  
  
================================================================   
  
Quantity Amps VA Watts BTU  
  
- ----------------------------------------------------------------   
  
- ----------------------------------------------------------------   
  
ISP'S 8 136 20944 14960 46272  
  
- ----------------------------------------------------------------   
  
Support 2 75 11550 8250 25800  
  
- ----------------------------------------------------------------   
  
VCP 2 80 12320 8800 27000  
  
- ----------------------------------------------------------------   
  
TOTALS 12 291 44814 32010 99072  
  
================================================================   
  
  
Specifications if SeaVision does not have access to the back of the 2 VCP  
  
racks:  
  
  
  
================================================================   
  
Quantity Amps VA Watts BTU  
  
- ----------------------------------------------------------------   
  
ISP'S 8 136 20944 14960 46272  
  
- ----------------------------------------------------------------   
  
Support 2 75 11550 8250 25800  
  
- ----------------------------------------------------------------   
  
VCP 4 80 12320 8800 27000  
  
- ----------------------------------------------------------------   
  
TOTALS 14 291 44814 32010 99072  
  
================================================================   
  
  
Rack sizes:  
  
  
  
  
================================================================   
  
Height Width Depth  
  
- ----------------------------------------------------------------   
  
ISP'S 78 1/2 inches 27 inches 30 3/4 inches  
  
- ----------------------------------------------------------------   
  
SUPPORT 78 1/2 inches 23 inches 30 3/4 inches  
  
- ----------------------------------------------------------------   
  
VCP 78 1/2 inches 27 inches 30 3/4 inches  
  
================================================================   
  
  
Base Sizes:  
  
  
  
  
================================================================   
  
Height Width Depth  
  
- ----------------------------------------------------------------   
  
RACK BASE 3 inches 27 inches 30 3/4 inches  
  
- ----------------------------------------------------------------   
  
RACK BASE 3 inches 23 inches 30 3/4 inches  
  
================================================================   
  
  
  
EXHIBIT I  
  
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The following is a list of 2-stripe privileges SeaVision personnel assigned as crew to the vessel are entitled to:  
  
  
. Public Areas. Access to ship's public areas to include the Night Club  
  
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(subject to vessels' curfew); access to public areas is subject also to  
  
certain designated areas, i.e., designated areas to sunbathe, times to use  
  
guest Spa facilities, etc.  
  
  
. Dining. All meals will be taken in the StaffMess. Use of the Windjammer Cafe  
  
------   
  
is prohibited. Mid-night Buffet use is permitted only if on-duty.  
  
  
. Bar Privileges. 50% on all bar charges to be paid each pay period.  
  
--------------   
  
  
. Gift Shop. 20% on purchases. No crew are permitted to purchase alcohol by  
  
---------   
  
  
. Out-Island Privileges. Access to Out Islands is permitted. Guests have  
  
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priority on use of all Out Island facilities. Meal service permitted in last  
  
1/2 hour of service period.  
  
  
. Boat Drill. Mandatory attendance at crew boat drill.  
  
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. Dress Code. SeaVision personnel must adhere to the dress of the day while in  
  
----------   
  
public areas.