

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SPEEDCAST INTERNATIONAL LIMITED,	)	
<i>et al.</i> ,	)	Case No. 20-32243 (MI)
Reorganized Debtors. <sup>1</sup>	)	Jointly Administered
	)	

**CARNIVAL CORPORATION’S WITNESS AND EXHIBIT  
LIST FOR THE HEARING SCHEDULED ON MARCH 25, 2026**

Carnival Corporation (“Carnival”) files this Witness and Exhibit List for the hearing scheduled on March 25, 2026, at 9:30 a.m. (prevailing Central Time).

**Witnesses**

1. Any witness called or listed by any other party in interest; and
2. impeachment witnesses, as necessary.

**Exhibits**

Ex No.	Description
1.	<i>Relevant MSA Excerpts</i> [Docket No. 2092-1]
2.	<i>Forfeited Invoices</i> [Docket No. 2092-2]
3.	<i>2025 Demand Letter</i> [Docket No. 2092-3]
4.	<i>Complaint</i> [Docket No. 2092-4]
5.	<i>Maritime’s Response re Stay in Florida Action</i>
	Any Document or pleading filed with the Court in the above-captioned cases.
	Any exhibit necessary for impeachment purposes.
	Any exhibit identified or offered by any other party.

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.



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**Reservation of Rights**

Carnival reserves the right to use and/or present demonstratives for any purpose. Carnival also reserves the right to use exhibits, demonstratives, and testimony not listed here for impeachment purposes at the hearing.

Carnival further reserves the right to supplement or otherwise amend this Witness and Exhibit List prior to the hearing.

Respectfully submitted this 23rd day of March 2026.

**GRAY REED**

By: /s/ Jason S. Brookner  
Jason S. Brookner  
Texas Bar No. 24033684  
Lydia R. Webb  
Texas Bar No. 24083758  
1300 Post Oak Blvd., Suite 2000  
Houston, Texas 77056  
Telephone: (713) 986-7000  
Facsimile: (713) 986-7100  
Email: jbrookner@grayreed.com  
lwebb@grayreed.com

- and -

**BOIES SCHILLER FLEXNER LLP**

Stuart H. Singer (*pro hac vice*)  
Florida Bar No. 377325  
Evan Ezray (*pro hac vice*)  
Florida Bar No. 1008228  
Laura L. Femino (*pro hac vice*)  
Florida Bar No. 113545  
401 E. Las Olas Blvd., Ste. 1200  
Ft. Lauderdale, FL 33301  
Telephone: (954) 356-0011  
Email: ssigner@bsflp.com  
eezray@bsflp.com  
lfemino@bsflp.com  
ftlserve@bsflp.com

*Counsel for Carnival Corporation*

**Certificate of Service**

I certify that on March 23, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jason S. Brookner  
Jason S. Brookner

**Exhibit A**

Relevant MSA Excerpts



**Relevant Excerpts from**  
***The December 21, 2018 Master Agreement for Communication Services<sup>1</sup>***

**2. Term; Transition**

2.1. Term.

2.1.1. The initial term of this Agreement shall commence on the Effective Date, and shall continue in full force and effect until December 31, 2021 (the “**Initial Term**”), unless otherwise terminated earlier, or renewed and extended, in accordance with the terms of this Agreement.

...

<sup>1</sup> Extraneous provisions have been removed.

**Relevant Excerpts from  
*The December 21, 2018 Master Agreement for Communication Services***

**4. Fees and Payment Schedule**

4.1 Speedcast will invoice each Contracted Cruise Line separately, but will provide Carnival Global Connectivity team with a draft invoice via e-mail for review five (5) Business Days in advance of issuing an invoice to Contracted Cruise Line. Each Contracted Cruise Line requesting or ordering the Communication Services will be primarily responsible for the payment of each invoice for the Communication Services provided by Speedcast to such Contracted Cruise Line (or any of its Covered Vessels). Speedcast will work with Carnival in good faith to develop a centralized billing model if requested by Carnival during the Term.



4.2 For Monthly Recurring Charges, Speedcast will issue invoices for such Monthly Recurring Charges thirty (30) days prior to the due date for such invoices, and all undisputed charges set forth in such invoice will be due and payable thirty (30) days from the date of receipt of the invoice. Customer

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Execution Version

will pay, each month in advance, Monthly Recurring Charges for each Covered Vessel, including recurring charges for Bandwidth Services, and recurring terrestrial connectivity charges assessed based on terrestrial circuits activated.

4.3 Nonrecurring charges and usage-based charges will be billed monthly in arrears. For such non-recurring charges and usage-based charges, Speedcast will endeavor to issue invoices within fifteen (15) days after the close of each calendar month, and all undisputed charges set forth in such invoice will be due and payable thirty (30) days from the date of receipt of the invoice.

...

**Relevant Excerpts from  
*The December 21, 2018 Master Agreement for Communication Services***

- 4.4 Each invoice will include details of the relevant fees and services for each Covered Vessel to document the payment obligation for the relevant Customer. Such relevant details to be included in each invoice will include, but not be limited to (i) fees for Bandwidth Services broken out by Covered Vessel, (ii) the number of days spent in each region specified in Section 3 of Appendix V by each Covered Vessel, and (iii) the type of Bandwidth Services received by each Covered Vessel as set forth in Section 5 of Appendix V (e.g. long term, short term mid-term or spot buys). Any invoices for New Cruise Line Equipment will include separate line item charges for all Equipment sold. All fees and charges will be billed in and paid in United States Dollars. Speedcast acknowledges and agrees that Customer may be prejudiced by Speedcast's failure to timely issue invoices. Customer will have no obligation to pay any charges contained in any invoice with respect to Communication Services that were provided to such Customer more than nine (9) months prior to the date on which such charges first appear in an invoice; provided, however, that such limitation shall not apply to charges Speedcast passes through to Customer from third parties or governmental authorities, where a) the relevant third party or authority failed to invoice or assess Speedcast for such charges in a timely manner, and b) Speedcast invoiced Customer for such pass through charges within a reasonable period of time after Speedcast's receipt of such charges.
- 4.4.1 Customer shall implement an automated electronic payment program, as soon practical after the Effective Date, for the recurring/fixed payment portion of the monthly invoices that will be due and payable to Speedcast.
- 4.4.2 Invoices not paid by the due date shall accrue interest at a rate equal to the lesser of 1-1/2% per month or the maximum rate allowable by Applicable Laws.

...

**Relevant Excerpts from**  
***The December 21, 2018 Master Agreement for Communication Services***

- 4.6 Following the conclusion of the ramp-up period set forth in Exhibit A of Appendix V (the “Ramp-Up Period”), Carnival agrees to purchase, during the Term, an aggregate minimum monthly amount of bandwidth for all of the Contracted Cruise Lines equal to the amount set forth in Section 7 of Appendix V (the “Aggregate Minimum Monthly Bandwidth Commitment”). If, during

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any month during the Term, the aggregate bandwidth usage for all Contracted Cruise Lines falls below the Aggregate Minimum Monthly Bandwidth Commitment, Carnival agrees to pay the shortfall amount to Speedcast upon presentation of Speedcast’s invoice for the difference amount (“Deficiency”) determined by multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices such that the blended rate reflects the then current positions of all Covered Vessels.

Notwithstanding the foregoing, the Parties acknowledge that the Aggregate Minimum Monthly Bandwidth Commitment is not affected or diminished by the terms of Section 16.1.

...

**Relevant Excerpts from  
*Appendix V of the December 21, 2018 Master Agreement for Communication Services***

7. **Aggregate Minimum Monthly Bandwidth Commitment.** The Aggregate Monthly Bandwidth Commitment ("AMMBC") as described in Section 4.6 of the Agreement is equal to the sum of the CIRs in Appendix II (as the same may be modified by Change Orders) and shall not be less than **8.5 Gbps/month**. The full AMMBC is available to use by Carnival at all times following the initial 30 day Ramp-Up Period. The bandwidth provided to the PCL Transition Vessels via the separately executed Post Termination Transition Services Agreement under the Original Agreement shall count towards the 8.5 Gbps/month commitment under this Agreement. The Ramp-Up-Period is that period in which Speedcast will increase networks to the AMMBC and provide such AMMBC to Carnival Covered

Appendix V

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Vessels. The estimated Schedule for the Ramp-Up-Period is attached hereto as **Exhibit A to Appendix V**.

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**Exhibit B**

Forfeited Invoices





**Invoice**

<b>Invoice Number</b>	CCL May 2020 Deficiency
<b>Invoice Date</b>	5-May-2021
<b>Due Date</b>	4-Jun-2021
<b>Customer PO/FR</b>	Greg Boyce
<b>Customer Reference</b>	Carnival Cruise

**BILL TO:**

Carnival Cruise Lines  
 3655 NW 87th Avenue  
 Miami, Florida 33178  
 United States

**PLEASE REMIT TO:**

Maritime Communication Services, Inc  
 4400 S Sam Houston Pkwy E  
 Houston, TX 77048

**Actual BW** 8,075.00  
**Minimum Commitment** 8,500.00  
**Deficiency** 425.00

**Deficiency Calculation**

	% of Caribbean 1	% of Mediterranean	ROW	Ocean Crossing	POR	New Build	
May-20	28,185.45	53,452.27	97,602.15	94,094.16	24,995.47	718.91	299,048.42
<b>Total</b>							<b>299,048.42</b>



**Invoice**

<b>Invoice Number</b>	CCL June 2020 Deficiency
<b>Invoice Date</b>	5-May-2021
<b>Due Date</b>	4-Jun-2021
<b>Customer PO/FR</b>	Greg Boyce
<b>Customer Reference</b>	Carnival Cruise

**BILL TO:**

Carnival Cruise Lines  
 3655 NW 87th Avenue  
 Miami, Florida 33178  
 United States

**PLEASE REMIT TO:**

Maritime Communication Services, Inc  
 4400 S Sam Houston Pkwy E  
 Houston, TX 77048

**Actual BW** 4,174.37  
**Minimum Commitment** 8,500.00  
**Deficiency** 4,325.63

**Deficiency Calculation**

	% of Caribbean 1	% of Mediterranean	ROW	N. America WC	Ocean Crossing	Sum of POR	
Jun-20	208,591.68	620,387.37	1,273,869.72	36,744.63	337,883.17	\$ 266,049.74	\$ 2,743,526.30

**Total 2,743,526.30**



**Invoice**

**BILL TO:**

Carnival Cruise Lines  
 3655 NW 87th Avenue  
 Miami, Florida 33178  
 United States

**PLEASE REMIT TO:**

Maritime Communication Services, Inc  
 4400 S Sam Houston Pkwy E  
 Houston, TX 77048

**Actual BW** 3,226.03  
**Minimum Commitment** 8,500.00  
**Deficiency** 5,273.97

<b>Invoice Number</b>	CCL July 2020 Deficiency
<b>Invoice Date</b>	5-May-2021
<b>Due Date</b>	4-Jun-2021
<b>Customer PO/FR</b>	Greg Boyce
<b>Customer Reference</b>	Carnival Cruise

**Deficiency Calculation**

	% of Caribbean 1	% of Mediterranean	ROW	N. America WC	Ocean Crossing	AOR	POR
Jul-20	280,647.91	800,973.14	1,406,713.90	23,936.70	\$ 509,342.07	\$ 77,192.41	\$ 162,809.94
							\$ 3,261,616.07
						<b>Total</b>	<b>3,261,616.07</b>

**Exhibit C**

2025 Demand Letter





CONFIDENTIAL COMMUNICATION

Curtis B. Miner  
E-mail: [curt@colson.com](mailto:curt@colson.com)  
Direct Dial (305) 476-7436

December 15, 2025

**Via E-Mail and Federal Express**

Carnival Corporation  
Carnival Place  
3655 NW 87th Avenue  
Miami, Florida 33178  
Attn: General Counsel  
E-Mail: [clegaldepartment@carnival.com](mailto:clegaldepartment@carnival.com)

**Re: Demand for Payment of Outstanding Speedcast Invoices**

To Whom It May Concern,

I am writing on behalf of Maritime Communication Services, Inc. ("Speedcast") regarding the outstanding payment obligations of Carnival Corporation ("Carnival") under the Master Agreement for Communication Services, effective December 21, 2018 (the "Agreement"), and the First Amended and Restated Master Agreement for Communication Services, effective January 1, 2022 (the "Amended Agreement"). Both Agreements are attached for your reference.

Under the terms of these Agreements, Speedcast provided Carnival and its subsidiaries' covered vessels with satellite-based communication services. Generally, charges for these services consisted of monthly recurring charges, nonrecurring charges, and usage-based charges. Section 4.6 of the Agreement provided that if the bandwidth usage for covered vessels fell below the Aggregate Minimum Monthly Bandwidth Commitment, Carnival was obligated to pay the difference (the "Deficiency").

From approximately May 2020 through September 2021, the bandwidth usage of all covered vessels fell below the Aggregate Monthly Bandwidth Commitment. Pursuant to Section 4.6 of the Agreement, Speedcast accordingly presented Carnival with timely Deficiency Invoices, as summarized on the following page:



<b>DEFICIENCY INVOICES</b>	<b><u>Month of Service</u></b>	<b><u>Invoice Date</u></b>	<b><u>Due Date</u></b>	<b><u>Amount (\$)</u></b>
<b>Timely Invoices</b>	Aug-2020	May-5-2021	Jun-4-2021	3,710,434.47
	Sep-2020	May-5-2021	Jun-4-2021	3,135,815.99
	Oct-2020	May-5-2021	Jun-4-2021	2,797,037.11
	Nov-2020	May-5-2021	Jun-4-2021	2,875,503.40
	Dec-2020	May-5-2021	Jun-4-2021	2,840,598.14
	Jan-2021	May-5-2021	Jun-4-2021	2,827,901.65
	Feb-2021	May-5-2021	Jun-4-2021	1,829,907.85
	Mar-2021	May-5-2021	Jun-4-2021	1,849,819.48
	Apr-2021	May-17-2021	Jun-16-2021	1,829,190.33
	May-2021	Jun-16-2021	Jun-16-2021	1,873,192.29
	Jun-2021	Feb-25-2022	Mar-27-2022	1,939,966.12
	Jul-2021	Feb-25-2022	Mar-27-2022	1,429,685.89
	Aug-2021	Feb-25-2022	Mar-27-2022	611,781.29
	Sep-2021	Feb-25-2022	Mar-27-2022	171,410.11
<b>TOTAL TIMELY INVOICES</b>				<b>29,722,244.12</b>

These Deficiencies were calculated using the formula agreed to by the Parties, namely multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices based on the global position of all covered vessels. The invoiced Deficiencies total \$29,722,244.12. To date, Carnival has failed to pay these timely submitted Deficiency Invoices.

Further, under Section 4.4.2 of the Agreement, interest accrues on invoices “not paid by the due date” at as a rate “equal to the lesser of 1-1/2% per month or the maximum rate allowed by Applicable Laws.” As calculated on the following page, and assuming a 1.5% interest rate on unpaid Deficiency Invoices, Carnival currently owes \$23,742,736.20 in interest for a combined total of **\$53,464,980.32**:



Month of Service	Invoice Date	Due Date	Principal	Current Date	Months Overdue	Full Months Overdue	Interest Rate	Interest	Total Due
Aug-20	05/05/21	06/04/21	3,710,434.47	12/15/25	54.4110	54	0.015	3,005,451.92	6,715,886.39
Sep-20	05/05/21	06/04/21	3,135,815.99	12/15/25	54.4110	54	0.015	2,540,010.95	5,675,826.94
Oct-20	05/05/21	06/04/21	2,797,037.11	12/15/25	54.4110	54	0.015	2,265,600.06	5,062,637.17
Nov-20	05/05/21	06/04/21	2,875,503.40	12/15/25	54.4110	54	0.015	2,329,157.75	5,204,661.15
Dec-20	05/05/21	06/04/21	2,840,598.14	12/15/25	54.4110	54	0.015	2,300,884.49	5,141,482.63
Jan-21	05/05/21	06/04/21	2,827,901.65	12/15/25	54.4110	54	0.015	2,290,600.34	5,118,501.99
Feb-21	05/05/21	06/04/21	1,829,907.85	12/15/25	54.4110	54	0.015	1,482,225.36	3,312,133.21
Mar-21	05/05/21	06/04/21	1,849,819.48	12/15/25	54.4110	54	0.015	1,498,353.78	3,348,173.26
Apr-21	05/17/21	06/16/21	1,829,190.33	12/15/25	54.0164	54	0.015	1,481,644.17	3,310,834.50
May-21	06/16/21	06/16/21	1,873,192.29	12/15/25	54.0164	54	0.015	1,517,285.75	3,390,478.04
Jun-21	02/25/22	03/27/22	1,939,966.12	12/15/25	44.6795	44	0.015	1,280,377.64	3,220,343.76
Jul-21	02/25/22	03/27/22	1,429,685.89	12/15/25	44.6795	44	0.015	943,592.69	2,373,278.58
Aug-21	02/25/22	03/27/22	611,781.29	12/15/25	44.6795	44	0.015	403,775.65	1,015,556.94
Sep-21	02/25/22	03/27/22	171,410.11	12/15/25	44.6795	44	0.015	403,775.65	575,185.76
<b>Total</b>			<b>29,722,244.12</b>					<b>23,742,736.20</b>	<b>53,464,980.32</b>

Carnival remains obligated to satisfy the Aggregate Minimum Monthly Bandwidth Commitment Deficiencies timely invoiced pursuant to the terms of the Agreement, including all unpaid interest amounts. Under Section 28 of the Amended Agreement, the Parties expressly recognized that its terms “shall not serve as a release or waiver by either Party of any claim against the other Party, including but not limited to disputes regarding outstanding amounts owned by Carnival.”

Pursuant to the Dispute Resolution provisions of the Amended Agreement, Speedcast deems Carnival’s nonpayment a Disputed Matter and requests the appointment of a Corporate Manager (as that term is defined in the Amended Agreement) for the purpose of negotiating a resolution. For its part, Speedcast designates Jim Frownfelter as its Corporate Manager, whose information is as follows:

Jim Frownfelter  
 Chief Executive Officer  
 3200 South Sam Houston Parkway East, Suite 140  
 Houston, TX 77047

Under Section 21.4 of the Dispute Resolution provisions, if the matter is not settled within 15 business days of the commencement of negotiations, Speedcast shall be free to pursue all available rights and remedies.

For the purpose of commencing this negotiation, Speedcast hereby demands payment in the amount of **\$53,464,980.32**.



Thank you for your prompt attention to this matter. I look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "C3Min".

Curtis B. Miner, Esq.  
Counsel for Maritime Communication  
Services, Inc.

cc: Carnival Corporation  
Carnival Place  
3655 N.W. 87<sup>th</sup> Avenue  
Miami, Florida 33178  
Attention: Carnival Global Sourcing, VP IT Sourcing  
Tel: 305-599-2600  
Email: [jmckeown@carnival.com](mailto:jmckeown@carnival.com)

**Exhibit D**

Complaint



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No.: \_\_\_\_\_

MARITIME COMMUNICATIONS  
SERVICES, INC.,

Plaintiff,

vs.

CARNIVAL CORPORATION,

Defendant.

\_\_\_\_\_/

**COMPLAINT**

Plaintiff Maritime Communications Services, Inc. (“Speedcast”) sues Defendant Carnival Corporation (“Carnival”) and alleges as follows:

**INTRODUCTION**

1. Speedcast is a global provider of satellite communications, delivering critical connectivity to multiple industries, including passenger cruise operations.

2. In 2018, Speedcast and Carnival entered into a contract for communication services, including the provision of satellite-based bandwidth to power the internet and Wi-Fi aboard Carnival’s fleet of cruise ships. The contract obligated Carnival to purchase a minimum amount of bandwidth each month. If Carnival’s usage did not meet that minimum monthly amount, it agreed to pay for the shortfall upon receiving an invoice from Speedcast.

3. For 14 months, beginning in August 2020 and ending in September 2021, Carnival's bandwidth usage fell below the contractually required minimum amount. Despite Speedcast's transmission of timely invoices for the shortfall amounts, Carnival has failed to pay. The unpaid shortfall amounts total \$29,722,244.<sup>12</sup>, exclusive of contractual interest.

4. This lawsuit seeks to recover damages against Carnival for its breach of contract and failure to pay for its minimum monthly bandwidth commitment.

#### **PARTIES**

5. Plaintiff Maritime Communications Services, Inc. is a Delaware corporation that has its principal place of business at 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

6. Defendant Carnival Corporation is a Panama corporation with its principal place of business at 3655 NW 87<sup>th</sup> Avenue, Miami, Florida 33178. Carnival owns and operates passenger vessels that are part of cruise line brands owned by Carnival.

#### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), because the parties are citizens of different states or foreign states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

8. Venue is proper in the Southern District of Florida under 28 U.S.C. § 1391(b)(1), because Carnival resides in the Southern District of Florida. In addition,

the parties have contractually submitted to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

9. This Court has personal jurisdiction over Carnival pursuant to Florida Statute § 48.193(1)(a)(1), because the cause of action arises from operating, conducting, engaging in, or carrying on a business or business venture in the state of Florida. In addition, the parties have contractually submitted to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

#### **FACTUAL ALLEGATIONS**

##### **The Master Agreement for Communications Services**

10. Speedcast is a global provider of satellite communication and information technology services. The company delivers managed network solutions—including VSAT, mobile satellite services, and hybrid connectivity platforms—to customers operating in remote environments, with expertise providing broadband connectivity to oceangoing vessels and offshore operations.

11. Carnival, through its portfolio of wholly owned cruise line brands, operates oceangoing cruise vessels that travel beyond the reach of land-based cellular and broadband networks. To maintain connectivity at sea and support onboard systems, Carnival relies on satellite communications infrastructure.

12. On December 21, 2018, Speedcast and Carnival entered into a Master Agreement for Communications Services (the “Master Agreement”), pursuant to which Speedcast provided Carnival and its cruise lines with various “Communications Services.”

13. These services included a satellite-based communication system and satellite bandwidth connectivity for Carnival vessels.

14. The term of the Master Agreement was from December 21, 2018 through December 31, 2021.

15. With respect to the contracted bandwidth amounts, the Master Agreement provided that:

Carnival agrees to purchase, during the Term, an aggregate minimum monthly amount of bandwidth for all of the Contracted Cruise Lines equal to the amount set forth in Section 7 of Appendix V (the “**Aggregate Minimum Monthly Bandwidth Commitment**”).

Master Agreement § 4.6.

16. In Appendix V, the parties agreed to an Aggregate Minimum Monthly Bandwidth Commitment in the amount of 8.5 Gbps per month, regardless of actual usage.

17. If, during any month in the Master Agreement’s term, the aggregate bandwidth usage fell below the minimum commitment, Carnival agreed to:

[P]ay the shortfall amount to Speedcast upon presentation of Speedcast’s invoice for the difference amount (“**Deficiency**”) determined by multiplying the shortfall (in Mbps) by a blended rate of the regional bandwidth prices such that the blended rate reflects the then current positions of all Covered Vessels.

Master Agreement § 4.6.

18. The Master Agreement required Carnival to pay such “usage-based” invoices within thirty (30) days from the date of the receipt of the invoice, unless the

charges were disputed. *Id.* at § 4.3. If Carnival disputed a charge, it was required to give written notice before the due date. *Id.* at § 4.5

19. Invoices not paid by the due date were to accrue interest at a rate equal to the lesser of 1-1.2% per month or the maximum rate allowed by law. *Id.* at § 4.4.2.

**Carnival Fails to Pay for Timely Invoiced Bandwidth Deficiencies.**

20. During the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021, the aggregate bandwidth usage for all of Carnival's covered vessels fell below Carnival's Aggregate Minimum Monthly Bandwidth Commitment.

21. On May 4, 2021, Speedcast timely provided Carnival with monthly deficiency invoices for the period of August 2020 through March 2021. The invoiced amounts were due by June 4, 2021.

22. On May 17, 2021, Speedcast timely provided Carnival with a monthly deficiency invoice for April 2021. The invoiced amount was due by June 16, 2021

23. On June 16, 2021, Speedcast timely provided Carnival with a monthly deficiency invoice for May 2021. The invoiced amount was due by July 16, 2021.

24. On February 25, 2022, Speedcast timely provided Carnival with monthly deficiency invoices for the period of June 2021 through September 2021. The invoiced amounts were due by March 27, 2022.

25. The deficiency invoices stated, in Mbps, the actual bandwidth used by all covered vessels, the minimum bandwidth commitment (8,500), and the deficiency

bandwidth amount. The invoices also provided the deficiency calculation utilizing the blended rate of the covered vessels' global positions.

26. The amount due for all deficiency invoices totaled \$29,722,244.<sup>12</sup>, exclusive of contractual interest.

27. At no time prior to the respective due dates did Carnival provide Speedcast with written notice of its intent to dispute any deficiency invoice charge.

28. Nor did Carnival dispute any of the charges for its actual bandwidth usage. In fact, Carnival paid the separately invoiced charges for its vessels' actual bandwidth usage.

29. Carnival has at all times failed to pay its deficiency invoice charges.

**The Amended Master Agreement**

30. On January 1, 2022, Speedcast and Carnival entered into a First Amended and Restated Master Agreement for Communication Services (the "Amended Master Agreement"), which amended certain provisions of the Master Agreement and provided for a term that would end on December 31, 2023.

31. With respect to claims arising under the prior Master Agreement, the parties expressly agreed that the Amended Master Agreement would not serve as a release or waiver—by either party—of any claim against the other party, "including but not limited to disputes regarding outstanding amounts owed by Carnival." Amended Master Agreement § 28.

**Subsequent Events**

32. As of December 31, 2022, the amounts due to Speedcast under the deficiency invoices remained unpaid.

33. On January 18, 2023, Speedcast sent a letter to Carnival requesting confirmation of the amounts due on the deficiency invoices or, in the alternative, any information that would assist Speedcast's auditors in determining why these amounts remained unpaid. Carnival did not respond.

34. On December 15, 2025, Speedcast sent a letter to Carnival invoking the Amended Master Agreement's Dispute Resolution procedure (§ 21), appointing a Corporate Manager for purposes of negotiating a resolution of the dispute, and demanding payment of the deficiency invoices. Carnival did not designate a Corporate Manager or engage in negotiations in an attempt to resolve the dispute within the 15 business day window mandated in the Amended Master Agreement.

35. Accordingly, Speedcast has brought this suit for damages including, but not limited to, the unpaid amount on the deficiency invoices and contractual interest.

**CLAIMS FOR DAMAGES**

**COUNT I**

**BREACH OF CONTRACT**

36. Plaintiff incorporates by reference paragraphs 1 through 35 above as if fully set forth herein.

37. Valid, written contracts exist between Plaintiff and Carnival, specifically the Master Agreement and the Amended Master Agreement, effective December 21, 2018 and January 1, 2022, respectively.

38. Under these contracts, Plaintiff agreed to provide satellite-based communication services and Carnival agreed to pay for such services according to the terms set forth in the agreements and the related schedules and appendices. Under the Master Agreement, Carnival was obligated to pay for any deficiency between the amount of bandwidth used on a monthly basis and the Aggregate Minimum Monthly Bandwidth Commitment.

39. Plaintiff has performed its obligations under the contract by providing the agreed communication services and satellite-based bandwidth to Carnival and its covered vessels.

40. Plaintiff has further performed under the contract by timely invoicing Carnival for deficiency invoices for the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021.

41. Carnival has breached the Master Agreement by failing to pay the amounts due under the contract, including but not limited to the amounts set forth in the deficiency invoices for the relevant months, despite Plaintiff's full performance and timely demand for payment.

42. As a direct and proximate result of Carnival's breach, Plaintiff has suffered significant damages in an amount to be determined at trial, including but not limited to the unpaid deficiency amounts and contractual interest.

## COUNT II

### ACCOUNT STATED

43. Plaintiff incorporates by reference Paragraphs 1 through 35 above as if fully set forth herein.

44. Prior to the institution of this action, Plaintiff and Carnival engaged in business transactions, including the provision of communication services by Plaintiff to Carnival and the regular issuance of invoices to Carnival for those services.

45. Plaintiff rendered statements of account to Carnival, including but not limited to deficiency invoices for the months of August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021, April 2021, May 2021, June 2021, July 2021, August 2021, and September 2021.

46. Carnival did not object to these statements after receiving them within the time period required by the Master Agreement. In fact, to date, Carnival has never objected to these statements even when specifically offered the chance to do so.

47. Further, by paying separate, corresponding statements of account for actual bandwidth usage, Carnival implicitly agreed that the deficiency amounts due were correctly calculated and thus payable.

48. Carnival's lack of objection to the deficiency amounts and its payment of charges for actual bandwidth usage constitute an implicit promise to pay Plaintiff the stated amounts.

49. Carnival has not paid Plaintiff the stated amounts. Plaintiff has accordingly suffered damages, in an amount to be determined at trial, plus interest calculated from the due dates of the respective invoices.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff Maritime Communication Services, Inc. demands judgment against Defendant Carnival Corporation as follows:

- A. Ordering the Defendant to pay the invoiced deficiency amounts;
- B. Ordering the Defendant to pay pre- and post-judgment interest on any amounts awarded; and
- C. Ordering such other relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: February 4, 2026.

Respectfully submitted,

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA



Case No.: 1:26-cv-20739-KMW

MARITIME COMMUNICATIONS  
SERVICES, INC.,

Plaintiff,

vs.

CARNIVAL CORPORATION,

Defendant.

\_\_\_\_\_ /

**PLAINTIFF MARITIME COMMUNICATIONS SERVICES, INC.'S  
RESPONSE TO MOTION TO STAY**

Plaintiff Maritime Communications Services, Inc. (“Speedcast”) hereby responds to Defendant Carnival Corporation’s Motion to Stay [Doc. 11]. Suffice it to say that Speedcast disputes Carnival Corporation’s characterization of Speedcast’s conduct during its Chapter 11 bankruptcy proceeding, disputes its assertions about what the factual record will show in this case, and disputes the positions it has taken in the U.S. Bankruptcy Court filing. Speedcast looks forward to addressing its claims before this Court on their merits.

That said, Speedcast is also mindful of judicial efficiency in light of Carnival Corporation’s filing of its Motion for an Order (I) Re-Opening the Chapter 11 Cases of Maritime Communications Services, Inc. and Speedcast Int’l Ltd. and (II) Interpreting and Enforcing the Chapter 11 Plan (the “Motion”) before the U.S. Bankruptcy Court for the Southern District of Texas. Speedcast will be responding to

the Motion in the U.S. Bankruptcy Court shortly. Given the timeframe in which a hearing has been set on that Motion (March 25, 2026), and the expectation that the U.S. Bankruptcy Court may provide its ruling at the hearing or relatively promptly thereafter, a temporary stay of this matter should not unreasonably delay proceeding on the merits in this case. Accordingly, Speedcast does not oppose a temporary stay of sixty (60) days or until the U.S. Bankruptcy Court issues a decision on the Motion, whichever occurs sooner.

Respectfully submitted,

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