



TERMS & CONDITIONS

Ku SERVICE

One Marine Services SARL_Ku SERVICE Terms & Conditions_v1.0_11.03.2020

The following terms and conditions (“Terms and Conditions”) apply to any person or entity (“Customer”) purchasing or using Ku services (“Services”) and/or associated equipment (“Equipment”) provided by One Marine Services .

1 Definitions

In these Terms and Conditions, the following words or expressions shall have the meaning attached to them except to the extent otherwise specified:

“**Commissioning Date**” shall mean the date upon which the Ku Equipment is installed on the Customer’s vessel.

“**Committed Information Rate**” (“CIR”) shall mean the minimum data rate One Marine Services commits to deliver against a defined service level agreement. The CIR availability service level agreement is only honoured when the network and satellite terminal link are available and is therefore a measure of One Marine Services 's performance under congestion.

“**Contract**” shall mean the Order Confirmation between the Customer and One Marine Services and these Terms and Conditions.

“**Earth Stations in Motion**” or “**ESIM**” shall mean terminals with small directional antennas for the provision of broadband communication services, operating within the Ku frequency bands that are either transportable devices or mounted on moving objects, such as vessels, and may operate in national and international waters.

“**Equipment**” means One Marine Services approved equipment used or intended to be used with the Service. The Equipment on board the vessel consists of the following main units: an above deck KU antenna, operating in Ku Band, associated below deck equipment, an L Band antenna and associated below deck equipment, iDIRECT modem, Zwana Server and connecting cables. All Equipment must be supplied by One Marine Services and approved by One Marine Services. Any exceptions to this requirement must be approved in advance in writing by One Marine Services. The L Band antenna is not compulsory, customers may opt a Ku service without the L Band back up service.

“**L Band**” means the global data and voice service provided by One Marine Services over the L-Band broadband network. Very often, this may be an Inmarsat Fleet broadband or an Iridium service. “**Ku**” means managed service from One Marine Services with global KU (Ku-Band) and L Band services, utilising the Zwana server for pre-pay and post-pay services. “**Ku Plan**” means the Ku airtime package that is selected by the Customer in the Order Confirmation.

“**Ku Network**” or “**Ku**” means the high-speed global data service provided by One Marine Services over the Ku-Band broadband network. “**Licence**” means any applicable licence, authorisation, permission or approval (as each may be amended from time to time) under any international or local law(s) and/or regulation(s), or any replacement or re-enactment of any of them, or any similar licence, authorisation,



permission or approval. “iDIRECT modem” means the shipboard hardware platform needed for Ku. It’s an IP-based satellite communications system engineered to deliver high-quality broadband connectivity. The modem is consists of an operating software, hub platform, network management system, and remote portfolio.

“**Order Confirmation**” means the order form detailing the satellite telecommunications services for the Customer’s vessel and is part of this agreement. For practical reasons the Order Form is carrying all activation details as well.

“**Person**” shall mean an individual, firm, partnership, company, corporation, or any other body of persons or legal or commercial entity, as appropriate.

“**Premises**” means all or any of the places where the Service is to be provided under the Contract e.g on board the vessel.

“**Service**” shall means the service(s) provided by One Marine Services as set forth in the Order Confirmation.

“**Service Fee**” means the service fee payable according to the Order Confirmation. The Service Fee includes all fixed monthly payments for the Service, rental of Equipment and data connection, insurance fee and SLA fee, where applicable. “**Term**” shall mean the minimum period for contracted Services and Equipment for the Customer’s vessel as set forth in the Order Confirmation, and the Term shall start on the Commissioning Date.

“**Satellite Operator**” means the satellite operating organisation that One Marine Services is contracted with and acquire satellite bandwidth to build a global satellite bandwidth network.

2 Duration of Contract/Upgrades and Downgrades/Subscription Suspension

2.1 The Customer recognises and acknowledges that the prices specified in the Order Confirmation are only possible in conjunction with the length of the Contract Term and that the pricing rates would be materially higher in the event that a shorter Contract duration were utilised. The Term is a material component of the determination of the pricing rates for the Services/Equipment, including the calculation of early termination charges. In the event that any court of competent jurisdiction finds that the Term is contrary to applicable law or otherwise reduces the Term, then One Marine Services shall have the right to adjust pricing rates upward, proportional to the reduced Term, to permit One Marine Services a commercially reasonable return on its investment for the provision of Services/Equipment.

2.2 The Customer shall select the Ku Plan required and indicate this selection on the Order Confirmation. The Customer may request upgrades and/or downgrades to the Ku Plan in accordance with this Section, and One Marine Services shall have seven (7) calendar days from such request to implement any upgrade/downgrade.

2.2.1 In the event that the Customer seeks to upgrade the Ku Plan, such upgrade request shall be made to the Customer’s Account Manager and the upgrade will take effect on the day the upgrade is



implemented by One Marine Services , and the charges for the upgraded plan will be pro-rated until the end of the current calendar month. The Term shall not be changed by the upgrade.

2.2.2 In the event that the Customer seeks to downgrade the Ku Plan, such downgrade request shall be made to the Customer's Account Manager, and the downgrade will take effect on the day the downgrade is implemented by One Marine Services . Downgrading a Ku Plan may generate additional charges and penalties depending the time and the plans.

2.2.3 The Customer is restricted to one Ku Plan upgrade or downgrade per calendar month.

2.4 Subscription Suspension. As set forth below in this Section, a Customer may temporarily suspend their Ku Plan subscription to assist with special operational requirements, including, but not limited to, ship maintenance, repairs or seasonal layup ("Subscription Suspension").

2.4.1 Upon request by the Customer, Subscription Suspension is available for a minimum period of seven (7) consecutive calendar days and a maximum period of sixty (60) consecutive calendar days. After sixty (60) days, One Marine Services will reactivate the suspended Ku Plan subscription.

2.4.2 During the Subscription Suspension, no data or voice traffic will be transmitted to/from the vessel over the Ku Service or Equipment.

2.4.3 The Customer will be invoiced an administrative charge established by One Marine Services. The period of Subscription Suspension shall extend the Term, proportionate to the length of the Subscription Suspension.

2.4.5 A Ku Plan subscription may not be upgraded, downgraded or terminated during a Subscription Suspension.

3 Nature of the Service/Equipment

3.1 The Service and Equipment provided to the Customer's vessel and the fees related to same shall be as set forth in the Order Confirmation. The Service/Equipment may only be altered by the Customer during the Contract Term by means of a new Order Confirmation that is signed and approved by both Parties.

3.2 All requests for Service/Equipment to be provided under the Contract shall be made in writing by the Customer to One Marine Services in the form of an Order Confirmation, and no such requests for Service/Equipment shall be deemed to be effective and binding until an Order Confirmation has been completed and signed by both parties. 3.3 One Marine Services shall provide the Customer with the Service in the geographical area(s) specified in the Order Confirmation. Coverage maps included in the Order Confirmation are for general illustration purposes only and are subject to change

3.4 The Customer shall provide access to the vessel(s) at a mutually agreed time to permit One Marine Services to install and configure the Equipment upon notice by One Marine Services. Failure of the Customer to permit One Marine Services access to the vessel(s) on a reasonable basis for the installation of Equipment required for Ku may cause time delays and additional cost at the implementation.



3.5 Service Levels provided by One Marine Services

3.5.1 Failure to Deliver the Ku CIR Service

In respect of any single failure of Service (an “outage”), as measured solely by One Marine Services’ internal reporting tools, which:

- is not due to circumstances of Force Majeure (as defined in these Terms and Conditions); and
- is not due to any act or omission by the Customer or any breach of the Customer’s obligations under the Contract; and
- the outage is not extended by any act or failure to act by the Customer; and
- the total outages accrue to more than thirty-six (12) hours per month, then the Customer shall be entitled to claim a credit calculated in accordance with the following formula:
(# of outage hours per month - 12 hours)*(monthly service fee/720)

3.5.2 Failure to Deliver the contracted Committed Information Rate (“CIR”)

The Ku Service is intended to provide data throughput levels at the contracted CIR set forth in the Order Confirmation, or above, 98% of the time for the duration of each month. CIR levels are measured by One Marine Services, and these measurements will be made available to the Customer through the Ku management portals. CIR only applies to the data throughput on the KU network, and it does not apply to the data throughput provided by the L Band network. In the event the Ku Service is operational, but with a lower than contracted CIR, the credit shall be calculated as 50% of the credit due for failure to deliver the Service, as calculated above.

3.5.3 The Customer may not claim any compensation other than the credits specified in this Section

3.5 in connection with any failure, degradation, or malfunction of the Service. Claims for any credits pursuant to this Section 3.5 must be made in writing on a form provided by One Marine Services.

3.6 Suspension/Barring of the Service/Equipment

3.6.1 One Marine Services may temporarily suspend the Service for the purpose of repair, maintenance or improvement of any of the telecommunications systems and Equipment of One Marine Services or of its suppliers. Service may also be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required of One Marine Services, One Marine Services or any of its suppliers.

3.6.2 One Marine Services may give instructions about the temporary suspension of the Service, procedures to be followed by the Customer that One Marine Services believes are reasonably necessary in the interests of safety, or of the quality of the Service to One Marine Services’ other customers, or the proper use of the appropriate transmission media, with which the Customer must comply immediately. For the avoidance of doubt, such temporary suspension shall not be regarded as a service failure or a breach of contract. Without prejudice to any other right One Marine Services has with respect to its provision of Fleet Express Services and/or Equipment, One Marine Services may at any



time during the Term bar or suspend any Equipment (or any SIM card, hardware, software or Service, as appropriate) in any country or countries:

(a) if in One Marine Services' reasonable opinion any delay in barring the Equipment (or any SIM card, hardware, software or Service, as appropriate) may cause loss or damage (including but not limited to loss of reputation) to One Marine Services;

(b) if the Customer commits a material breach of the Contract, and such breach is not remedied within five (5) days after receiving written notice from One Marine Services requiring it to remedy such breach, including but not limited to, any failure by the Customer to obtain and/or comply with governmental and regulatory authorisations;

(c) if One Marine Services is instructed to do so by a governmental body, law or regulation;

(d) if One Marine Services has reason to believe that the Customer is abusing the Services or using them fraudulently or unlawfully;

(e) if One Marine Services has reason to believe that the Equipment or its use or operation may adversely affect One Marine Services' network or One Marine Services' ability to provide the Services; or (f) in accordance with One Marine Services' technical and operating procedures (including barring procedures) as may be issued from time to time.

3.7 Satellite Service

3.7.1 One Marine Services and One Marine Services shall be entitled to monitor the satellite service to ensure that the technical characteristics of the signal comply with obligations under any other applicable Licence.

3.8 Fault Repair

3.8.1 The Customer shall report a fault in the Service by telephoning or emailing One Marine Services' Customer Support at service@onemarineservices.com. The Customer will at the time of report provide One Marine Services with a contact name and telephone number to enable One Marine Services to advise progress being made to clear the fault. All faults shall also be registered by One Marine Services based on a written report from the Customer.

3.8.2 If the Customer reports a fault in the Service, One Marine Services will respond by carrying out one or more of the following actions: Provide assistance by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer; where possible, carry out diagnostic checks from One Marine Services' facilities and One Marine Services' remote monitoring system. One Marine Services will take all reasonable steps to correct the fault. The charges paid by the Customer for the Service Fee shall cover maintenance, including fault clearance and the Service restoration under Section 3.8.2 above.

3.8.3 One Marine Services shall provide replacement parts as needed to repair faulty Equipment. Shipping costs are the Customer's responsibility. One Marine Services reserves the right to charge the Customer for replacement parts related to faults caused by the Customer's failure to safeguard and/or



maintain Equipment according to One Marine Services 's instructions and manufacturer's warranty terms applied back to back.

3.8.4 Except as otherwise provided herein, One Marine Services is responsible for repairing faults at its own cost. The Customer is responsible for personnel charges for travel-cost, travel-time and accommodation costs.

3.9 Annual Maintenance: Annual maintenance by One Marine Services or One Marine Services authorised technicians on Equipment owned by One Marine Services is mandatory unless One Marine Services has waved this requirement on the order confirmation. All costs related to annual service must be covered by the Customer, and costs are as set out in the Order Confirmation.

3.10 Rental Equipment: When equipment is rental or under lease term, One Marine Services shall retain title to any and all Equipment that is rented or leased within the term to the Customer, under lease term agreement, the title may transfer to the customer under agreed conditions. Risk of damage or loss in the Equipment, howsoever resulting, will transfer to the Customer. The Customer agrees, at the Customer's sole expense, to: (a) keep the Equipment free and clear from all adverse liens, security interests and encumbrances; (b) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Equipment, in accordance with One Marine Services and/or One Marine Services 's and/or the manufacturer's specifications;

(c) keep the Equipment clearly labelled as property of One Marine Services , in good order and repair and comply with any maintenance instructions given by One Marine Services ; (d) ensure that the Equipment is not reverse engineered or used in conjunction with third party equipment not authorised by One Marine Services; and (e) transfer the Equipment to One Marine Services at the expiration or termination of the Contract in good condition, normal wear and tear excepted. One Marine Services may charge the Customer, and the Customer will pay One Marine Services for the fair market value of the Equipment, in One Marine Services 's reasonable determination, if the Customer fails to comply with the provisions of this Section 3.10. Breach by the Customer of any of the foregoing provisions regarding rental Equipment will entitle One Marine Services to enter the Customer's Premises where the Equipment is reasonably believed to be located, and remove such Equipment without any legal process or notice, and without being liable for trespass or damage, and to declare all amounts remaining unpaid to be immediately due and payable by the Customer.

For damage or loss to rented or leased Equipment covered by insurance payable by the customer unless One Marine Services has waved this requirement on the order confirmation.

4 Charges, Payments and Credit/Financial Security

4.1 Charges and Payment One Marine Services will provide the Customer with electronic invoices for all Services, Equipment and other fees. Each invoice shall be due and payable as follows: (a) for items billed in advance, payment will be due no later than thirty (30) days from the date of the invoice, and (b) for items billed in arrears, payment will be due no later than thirty (30) days from the end of the month in which the service was delivered. Daily interest will be charged on payments outstanding beyond the above referenced due dates at a daily rate equal to 1.5% per month.



4.1.2 All charges arising under the Contract are exclusive of Value Added Tax (VAT) and other applicable taxes, fees or duties, for which, if applicable, an amount will be added to the Customer's invoice.

4.1.3 All work, material, freight and travel expenses related to installation or de-installation of Equipment, technical service and support will be charged to the Customer in accordance with One Marine Services's current standard prices unless prices pre-agreed between One Marine Services and the Customer.

4.1.4 If applicable, any deliveries from One Marine Services's sub-supplier(s) to the Customer are subject to a handling fee which must be paid by the Customer. The handling fee for such sub-supply shall be fixed at 10% of the prices from the sub-supplier(s).

4.1.5 In the event of default on payments of any outstanding monies from the Customer to One Marine Services, One Marine Services reserves the right to temporarily suspend Service under the Contract until the outstanding balance is settled. A seven (7) days written notice will be given prior to such Service suspension.

4.1.6 One Marine Services shall be entitled to invoice of the Service Fee to the Customer (which shall be paid by the Customer) with effect from thirty (30) calendar days after the date that the Equipment is dispatched by One Marine Services where delay to installation and commissioning of the Equipment are due to factors outside the control of One Marine Services .

4.2 Customer Credit/Financial Security

4.2.1 Extension of a credit line to the Customer, including shipment of leased Equipment to the Customer's site or Premises and the provision of Services, is subject to credit approval by One Marine Services. The credit approval is decided by One Marine Services based on available public information, and if available, previous credit experience with the Customer, and is decided at One Marine Services's sole discretion. If no credit line is awarded or only a limited line is awarded, a prepayment from the Customer may be required prior to shipment of Equipment or commissioning of the Service.

4.2.2 If One Marine Services determines, as a condition of entering into the Contract or at any time during the Term, that it would be commercially prudent to obtain financial security against the Customer failing to perform any of its obligations under the Contract, One Marine Services shall be entitled, following reasonable consultation with the Customer, to require the Customer to provide such financial security in an amount and form that One Marine Services , acting reasonably, deems appropriate.

4.2.3 Failure by the Customer to provide such financial security within and for the time period stipulated by One Marine Services shall be deemed to be a material breach of the Customer's obligations under the Contract.

5 Fundamental Obligations of the Parties

5.1 One Marine Services agrees to provide the Customer with the Service and Equipment as described in the Order Confirmation in accordance with the provisions herein.



5.2 Subject to the Contract (including, but not limited to the performance and observance by the Customer of its obligations hereunder), One Marine Services shall from the Commissioning Date, and at all times thereafter during the Term, make the Service available to the Customer on a 24-hour basis.

5.3 The Customer shall obtain, maintain and comply with any Licence that is required in order to receive and utilise the Service or any part of it. Where the Service provided requires a Licence, One Marine Services may assist in making the appropriate application if requested; provided, however, that it shall be the Customer's sole obligation to ensure that it holds all Licenses required in connection with the operation of the Service and Equipment in all jurisdictions in which the Customer's vessel(s) operate(s), and One Marine Services shall not be liable for any error or omission in any application or in respect of any failure to obtain or maintain any License.

5.4 The Customer shall purchase or lease the Equipment required for the Service as detailed in the Order Confirmation. The Customer shall have no ownership interest in any leased Equipment, which shall at all times remain the exclusive property of One Marine Services. The Customer shall not charge, mortgage or otherwise provide as security any Equipment and shall ensure that all Equipment is clearly and visibly labelled as owned by One Marine Services

5.5 The Customer shall at all times comply with the requirements directed by One Marine Services for the Equipment installation and shall utilize the Service and Equipment in accordance with the terms and conditions of the Contract. Appropriately trained Customer staff shall thereafter maintain and operate the Equipment (or cause the Equipment to be maintained and operated) at all times to and in accordance with the standards and procedures as directed by One Marine Services.

5.6 If One Marine Services is required to modify, vary or amend characteristics of any of the Service, up to and including shut down of said Service, the Customer must comply with said requirements. Likewise, if One Marine Services instructed by the Satellite Operator that there is a risk to other users of the satellite or Service, the Customer shall comply with any One Marine Services instructions to modify, vary or amend characteristics, up to and including shut down of said Service. One Marine Services is obliged to provide adequate justifications under these circumstances.

5.7 The Customer's operations staff for the terminal must be suitably qualified, having completed appropriate training on the Equipment, which will be provided by One Marine Services during the installation process at the rates specified in the Order Confirmation. If requested by One Marine Services, approved routine maintenance and/or occasional short-duration link tests shall be performed, at mutually agreed times and with agreed test Equipment, to ensure continued satisfactory and safe operation of the Service. All maintenance and repair activities shall be carried out exclusively by One Marine Services or by technicians approved by One Marine Services. One Marine Services is ultimately responsible for all aspects of the provision of Service and Equipment and shall have final authority with respect to all operational matters related to the Service and Equipment.

5.8 The Customer's responsibilities under this Section 5 include, but are not limited to, provision at the Customer's expense of suitable accommodation, foundations, environment and essential services (including suitable electric power and earthing arrangements at points and with connections specified by One Marine Services) at the Premises, to enable One Marine Services to provide the Service. The

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Customer shall, at its own expense, afford anyone authorised by One Marine Services reasonable access to the Premises for all relevant purposes under the Contract, and the Customer must obtain any other permission which may be needed to achieve such access. Where special safety practices for access to Premises are required, these shall be agreed between One Marine Services and the Customer in advance of One Marine Services 's acceptance of the Order Confirmation for the Service. If One Marine Services and the Customer are unable to agree upon the appropriate special safety practices, One Marine Services shall have the right to cancel the Order Confirmation for the Service or terminate the provision of the Service.

5.9 The Customer shall not incur any obligation on behalf of One Marine Services, nor pledge the credit of One Marine Services, nor in any way hold itself out as a representative, agent, partner or joint venture of One Marine Services .

5.10 Limitation on Use of the Service and Equipment

5.10.1 The Customer shall: (a) assume responsibility for the content of any transmission made over One Marine Services 's network using the Services and shall ensure that all such transmissions comply with all applicable laws and regulations; (b) not use the Services for any unlawful, abusive, indecent, defamatory, offensive or fraudulent purpose including, without limitation, using the Service in a way that: (i) interferes with One Marine Services 's ability to provide services to its customers; (ii) avoids its obligation to pay for the Service; or (iii) causes annoyance, inconvenience or needless anxiety; (c) comply with all government export laws and regulations applicable to the Services and/or use of the Equipment; and (d) comply with all relevant data protection legislation and obtain all registrations under relevant data protection legislation.

5.10.2 Following the Commissioning Date, it is the Customer's sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured with respect to the Service being used and that only authorised users are permitted access to the Equipment.

5.10.3 All use of the Service and Equipment shall be in full compliance with the requirements of any applicable Licence as well as all applicable laws and regulations in the jurisdiction in which the Service and Equipment are being used.

5.10.4 The Customer shall adhere to and comply with the provisions set forth in the Ku Data Policies of Inmarsat for Retail Solutions as amended from time to time and available upon request. Violation of the foregoing policies may result in additional airtime charges being assessed by One Marine Services and/or restriction in bandwidth. This does not exclude any other remedies under the Contract.

5.10.5 The power supply to the antenna shall always be connected unless there is a power supply issue on board. Under these circumstances, the crew and the ship manager shall make all possible efforts to recover the power supply on board the earliest possible. The crew is not allowed to switch this off without notifying One Marine Services in advance. The crew shall report to One Marine Services all power supply issues on board as soon as possible. The Customer is responsible for all damages caused by the failure to abide by this requirement.



5.10.6 The Customer understands and agrees that the failure to abide by the provisions in this Section 5.10 will result in poor quality and degradation of Service. ONE MARINE SERVICES RESERVES THE RIGHT TO MODIFY THE SELECTED KU PRICING PLAN AND ASSOCIATED DATA SERVICES IN CASE OF A VIOLATION OF THE PROVISIONS OF THIS SECTION 5.10.

5.10.7 If the Customer is in breach of any of the conditions mentioned in this Section 5.10, One Marine Services may terminate or temporarily suspend supply of the Service by giving written notice to the Customer. Further, One Marine Services can refuse to restore the Service until One Marine Services receives an acceptable assurance from the Customer that there will be no further breach(es).

5.10.8 One Marine Services' rights under this Section 5.10 do not prejudice any other rights of One Marine Services under the Contract.

6 Confidentiality; Privacy

Each Party agrees to keep confidential all information and intellectual property whatsoever obtained under or in connection with the Contract or in respect of the other Party's affairs or business and shall not use the information or intellectual property for any other purpose than to fulfil the Contract, or disclose such information or intellectual property or any part thereof without the prior written consent of the other Party. The foregoing provisions shall not apply to information which: (a) is or becomes public knowledge without breach of the Contract; (b) is already known to the receiving Party at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; (c) a Party is compelled by legal process or government regulation or order to disclose; Each Party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other Party as is reasonably necessary to assist the other Party in complying with such laws and regulations.

7 Notices

Any notice to be served by either Party to the other in relation to the Contract shall be in writing and delivered in person or by fax, email or prepaid postage to the other Party at its respective address. Each Party is responsible to inform the other Party of any changes in address and/or contact information in accordance with this Section 7.

8 Assignment

The Customer may not assign, transfer or dispose of any of, or any interest in, its rights and obligations under the Contract, without the prior written consent of One Marine Services.

9 Amendment

Except as otherwise provided herein, the Contract may only be amended by a written instrument duly executed by both Parties.

10 Force Majeure, Interference and Obstructions



10.1 As used in this Section 10, the term "force majeure" refers to events extrinsic to the Contract that are beyond the reasonable control of, and not attributable to the fault or negligence of the Party relying on such events to excuse its failure to perform. Subject to the foregoing, force majeure events shall include, without limitation, an act of God, terrorism, insurrection or civil disorder, war or military operation, national or local emergency, acts or omissions of government, highway authority or other competent authority, One Marine Services or Customer's compliance with any statutory obligation or an obligation under a statute, industrial dispute of any kind (whether or not involving One Marine Services or the Customer's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of Persons for whom One Marine Services or the Customer is not responsible (including in particular other telecommunication systems) or any other cause whether similar or dissimilar outside One Marine Services or Customer's reasonable control. One Marine Services or the Customer are not liable for any breach of contract where the breach is caused by force majeure and shall be excused from performance of its obligations under the Contract until full recovery has occurred.

10.2 L Band and Ku Interference: On Ku-Band and L-Band satellite based broadband services, interference in harbour or coastal areas or near rigs and other vessels could occur and are defined as local environmental occurrence that is not controllable by One Marine Services and/or the satellite operators, and therefore, not defined as a service fault or outage. Radars, Radio links, WiMAX, Radius and other equipment transmitting or generating harmonic products in the Ku-Band, C-Band or L-Band are typical devices that could be sources of such interference. Failover between Ku and L Band could reduce such impact on connectivity.

10.3 L Band and Ku Obstructions: Obstructions causing blind sectors to the Ku-Band and L-Band link are defined as local environmental occurrence that is not controllable by One Marine Services nor One Marine Services satellite operators, and therefore, not defined as a service fault or outage. Such obstructions could be the vessels masts, other antennas, other vessels, nearby rigs, buildings or mountains when operating in coastal areas. Failover between Ku-Band and L-Band could reduce such impact on connectivity.

11 Limitation of Liability and Warranty

11.1 One Marine Services' duty in performing any obligations under the Contract is to exercise the reasonable skill and care of a competent telecommunications company. One Marine Services makes no other, and specifically disclaims all other, warranties, both express and implied. One Marine Services' responsibility for the Service under these conditions applies only for that part of the Service that is provided by means of telecommunication systems that are exclusively operated and owned by One Marine Services. One Marine Services is not responsible for any service problems occurring or associated with the Customer's end user equipment. In addition, One Marine Services is not responsible for any service failure which is caused by a telecommunications provider or other third party.

11.2 One Marine Services' entire liability to the Customer in respect of the subject matter of the Contract, whether arising in contract, tort, negligence, misrepresentation (including negligent misrepresentation), for breach of duty or howsoever otherwise arising, shall be limited to the agreed



remuneration for the Service in the quarter in which the event that gave rise to the liability first arose, and One Marine Services 's liability for any series of events shall not exceed the fees actually paid by the Customer to One Marine Services in the previous six (6) months.

11.3 Neither Party is liable to the other Party either in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss or damage whatever, except as expressly stated in the Contract.

12 Indemnity

12.1 The Customer shall indemnify and hold One Marine Services harmless against any claims or legal proceedings arising from the Customer's use of the Service or Equipment or use of the Service or Equipment by the Customer's end-users or affiliates, which are brought or threatened against One Marine Services by the Customer's end-users or affiliates.

13 Termination

13.1 For the purposes of this Section 13, termination of the Contract refers to termination on a vessel by vessel basis or for an entire fleet of vessels, as applicable.

13.2 Either Party will be entitled to terminate the Contract in the event that: (a) one Party is in material breach of any term of the Contract and fails to remedy the breach within sixty (60) days of notice of the breach with reference to this Section 13; or (b) one Party is the subject of a voluntary bankruptcy order, or becomes insolvent, or goes into liquidation (otherwise than for reconstruction or amalgamation) or makes any composition with or assignment for the benefit of its creditors or if any of its assets are seized, or has a receiver or administrator appointed over its assets or has a petition filed in respect of any of the above in any jurisdiction.

13.3 The Customer is entitled to terminate the Contract without cause, subject to the early termination charge specified in the Order Confirmation. Unless otherwise stated, the early termination fee shall consist of a payment equal to all monthly payments due to be paid by the Customer for the remainder of the Contract Term. The early termination charge shall be paid to One Marine Services within thirty (30) days after the effective date of the termination. The early termination charge will be waived by One Marine Services : (a) if the vessel to which Service is being terminated is part of a fleet, and the Contract for such vessel is transferred to another vessel in the fleet, with the costs associated with transitioning to the vessel borne solely by the Customer; (b) if the vessel to which Service is being terminated is being sold to a third party, and such third party assumes the Contract or signs a new contract with One Marine Services for a duration of no less than the remaining Term on the vessel's original Contract; or (c) if alternative arrangements are agreed to in writing by One Marine Services .

13.4 In the event of a termination of the Contract, for whatever reason, the Customer is obliged to redeliver the Equipment to such place as One Marine Services may elect, while observing the handling instructions provided by One Marine Services. If the redelivery of the Equipment is delayed beyond the date of the termination of the Contract, One Marine Services shall be entitled to charge, and the



Customer shall be obligated to pay the Service Fee and any and all other costs associated with the Service and/or Equipment until the Equipment is redelivered to One Marine Services.

13.5 Termination of the Contract shall be without prejudice to the Parties' rights and remedies accrued prior to termination.

14 Waiver

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

15 Rights of Third Parties

A third party that is not a Party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act or any right of a Party to the Contract to enforce any term of the Contract for and on behalf of such third party where applicable.

16 Compliance with Rules & Regulations, Governing Law and Dispute

16.1 No Service shall be used in, or Equipment imported into or provided to, any country where doing so is a violation of applicable Australia, U.K., E.U., U.S., or other applicable law, ordinance, or regulation, pertaining to importing/exporting or otherwise, and no Service shall be used by, or Equipment transferred to, any Person identified on the U.S. Specially Designated Nationals (SDN) List or other denied parties list maintained by applicable government entities. Without limiting the foregoing, in no instance shall Service be used in, or Equipment imported into (nor used aboard vessels sailing under the flag of), the following countries without the express written consent of One Marine Services, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorised by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea. This Section 16.1 may be modified from time to time by One Marine Services upon thirty (30) days' notice to the Customer.

16.2 ESIM (Earth Stations in motion) Regulations: USE OF THE SERVICE IS CURRENTLY PROHIBITED WITHIN 12NM OF THE COAST OF A COUNTRY UNLESS THE REGULATORY REQUIREMENTS OF THAT COUNTRY FOR OPERATING MARITIME ESIM WITHIN THE TERRITORIAL WATER LIMIT (APPLICABLE AT THAT TIME) ARE MET. IT IS THE CUSTOMER'S SOLE OBLIGATION TO UNDERSTAND AND COMPLY WITH THE LICENSING REQUIREMENTS OF ALL APPLICABLE COUNTRIES, AS MAY BE AMENDED FROM TIME TO TIME. The Customer acknowledges that ESIM Regulations may be amended from time to time and impose restrictions on the provision and use of the Service, and that ESIM Regulations may vary for different jurisdictions and depending on the geographical location of the Vessel. It is acknowledged that compliance with ESIM Regulations may include One Marine Services shutting off transmission of the Service to the Customer's vessel when it is within a specified territorial limit of a governing jurisdiction. It is strictly prohibited for the Customer to interfere with the Equipment to disable or circumvent any functionality which allows and/or enforces compliance with the then current ESIM Regulations. One Marine Services shall have no liability to the Customer for any suspension of Service



that is necessitated to ensure that the provision and/or use of the Service do not violate applicable law or regulations, including ESIM Regulations.

16.3 The Contract shall be governed by the laws of England and Wales. Any dispute, controversy, or claim arising out of or relating to the Contract, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the English courts. The court proceedings shall be conducted in the English language.