



TERMS & CONDITIONS

L-Band_SERVICE

One Marine Services SARL_ L-Band_SERVICE_TC_v1_11.03.2020

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using satellite services, including but not limited to Inmarsat, Iridium and Thuraya services, and associated equipment provided by One Marine Services, a Monegasque corporation (hereinafter "One Marine").

1. PROVISION OF SERVICES ANDEQUIPMENT

(A) One Marine shall provide to Customers satellite services, including but not limited to Inmarsat Iridium Thuraya services ("Services") and/or associated equipment ("Equipment") upon acceptance of a Customer's order. Provision of Services and/or Equipment shall be in accordance with these Terms and Conditions. All orders are subject to One Net's receipt and approval of a completed Subscriber Application and Services Agreement from Customer.

(B) Customer is responsible for notifying One Marine, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after One Marine receipt of Customer's written request and One Marine acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Email): service@onemarineservices.com. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which One Marine acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services.

2. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to One Marine for Services or Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

3. BILLING & PAYMENT

(A) Services. One Marine will bill, and Customer shall pay One Marine for the Services provided by One Marine and for all applicable country, local and other taxes, fees and duties or other amounts, including but not limited to value added or withholding taxes which may be levied upon the Services.

(B) Equipment. Invoices for Equipment will be sent on or after the date of shipment and shall include all applicable taxes or other charges that may be levied upon the Equipment.

(C) Payment terms.

(i) Customer shall pay all invoices within thirty (30) days of the date of invoice. One Marine reserves the right to revise such term from time to time and to advise the customer accordingly. (ii) Overdue payments shall be subject to an interest charge of the lesser of either two percent (2%) per month or



the highest rate permitted by law. (iii) Customer shall pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by One Marine in collecting any late payments or late payment fees. (iv) All payments shall be made in the currency the invoice is issued.

(E) All charges will be in accordance with One Marine's then current charges as provided to Customer for the applicable Service or Equipment. One Marine reserves the right to revise such charges from time to time.

(G) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer provided equipment to the Services or Equipment.

(H) Customer will notify One Marine in writing of any disputes or disagreements with invoiced charges within thirty (30) days after the date of invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favour will be credited against amounts owing on subsequent invoices.

4. SALE OF EQUIPMENT

(A) Delivery/Freight Charges/Risk of Loss: Risk of loss in the Equipment shall transfer upon delivery to Customer and delivery shall take place when Equipment is shipped by One Marine. Customer shall pay any costs incurred by One Marine to ship the Equipment to Customer's designated location, unless otherwise agreed prior to shipment. Any additional delivery terms for Equipment shall be mutually agreed to by One Marine and Customer. One Marine shall use commercially reasonable best efforts to comply with the delivery terms requested by Customer. In no event shall One Marine have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of One Marine.

(B) Title: Title to Equipment will transfer from One Marine to Customer upon One Marine's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, One Marine shall have a lien on the Equipment. Customer will keep Equipment that is subject to One Marine's lien free from any other liens, claims or encumbrances and will execute all such documents as may be reasonably required by One Marine to evidence or perfect its security interest.

(C) Inspection & Acceptance: Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Article (i) within thirty (10) days after a defect is discovered or should have been discovered, and(ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

(D) Warranty:

(i) One Marine warrants that new Equipment delivered to Customer shall be free from defects in workmanship and material for a period of one (1) year/(365 days) and that all refurbished or used Equipment or accessories sold hereunder shall be free from defects in workmanship and material for a period of thirty (30) days. The warranty period for Equipment shall commence at the time of delivery



of the Equipment. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, One Marine will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. (ii) All warranties offered by One Marine are a "return to depot" warranty. If Customer requires a One Marine technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. One Marine will provide a written estimate of travel costs upon request. (iii) This warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by One Marine at the time of delivery to Customer. (iv) One Marine warrants that title to all Equipment delivered to Customer under these Terms and Conditions shall be free and clear of all liens, encumbrances, security interests, or other claims.

5. OPERATING PROCEDURES

Customers shall follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to One Marine ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to One Net. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. One Marine shall not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

6. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by One Marine or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. One Marine has no liability for unavailability or malfunction of Suppliers' networks.

9. CONDITIONS OF OTHER CONTRACTS

The obligations of One Marine and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which One Marine purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under another Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. One Marine represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with another Contract.

10. ABUSE/FRAUDULENT USE OF SERVICES AND EQUIPMENT

(A) Customers shall not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:

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i) Accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment; (ii) Obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) Obtaining Services or Equipment without having the intent to pay charges incurred; (iv) Intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers; (v) Using Services or Equipment to further criminal activity; (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vii) Using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other Customers.

(B) One Marine reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from One Marine.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Cyprus and Customer irrevocably agrees that the Cypriot courts shall have exclusive jurisdiction in relation to any proceedings arising out of or in relation to the Terms and Conditions initiated by Customer.

One Marine shall be entitled to initiate any proceedings arising out of or in relation to these Terms and Conditions in any court having jurisdiction.