



TERMS & CONDITIONS

abela IT SERVICE

One Marine Services SARL_ abela IT SERVICE Terms & Conditions v1.0 - 12.02.2020

The following terms and conditions ("Terms and Conditions") apply to any person or entity ("Customer") purchasing or using Vessel IT 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:

"abela IT" or "IT" means managed service from One Marine Services on the specified hardware and software of the Information Technology infrastructure.

"abela IT Subscription" means the abela IT subscription that is selected by the Customer in the Order Confirmation.

"Account Manager" means the designated person from One Marine Services that will manage the account of each Customer, the Customer shall be informed about the Account Manager administrating its account.

"Commissioning Date" shall mean the date upon which the IT Equipment is installed on the Customer's vessel.

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

"Equipment" means One Marine Services supplied or approved equipment used or intended to be used with the Service. The Equipment on board the vessel consists of the equipment specified in the Order Confirmation. All Equipment must be supplied and approved by One Marine Services. Any exceptions to this requirement must be approved in advance in writing by One Marine Services.

"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.

"Manufacturer Terms & Conditions" in case One Marine Services uses parts and/or equipment provided by suppliers, the T&C of relevant Manufacturer shall apply for each respective part and/or equipment.

"Order Confirmation" means the order form detailing the vessel IT hardware and services for the Customer's vessel, the Order Confirmation as approved by the Customer shall be an integrant part of the Contract. For practical reasons the Order Form is carrying all subscription details as well.

"Order Form" means the form containing the details of the vessel and the products and services to be provided and will be part of the Order Confirmation.



“**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.

“**Service**” shall mean 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, 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.

“**Terms and Conditions**” means the General Terms and Conditions applicable for the Services provided by abela, available at abela’s website, The General T&C may be amended from time to time.

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

2.2 The Customer shall select the abela IT Subscription required and indicate this selection on the Order Confirmation. The Customer may request upgrades and/or downgrades to the abela IT Subscription 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 abela IT Subscription, 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 abela IT Subscription, 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, and the charges for the downgraded plan will be pro-rated until the end of the current calendar month. The Term shall not be changed by the downgrade. In addition, the Customer will be charged a fee equal to 25% (twenty-five percent) of the current abela IT Subscription for the balance of the Term (the “Downgrade Penalty Fee”). For example, if a Customer selected to downgrade from an abela IT Subscription, which had a charge of \$500 per month, to a lower abela IT Subscription, and the Term had twenty (20) months remaining, the Downgrade Penalty Fee would be calculated as follows: (20 months) x (\$500 per month) x (25%) = \$2,500.



2.2.3 To allow the Customer to ensure that they have selected an appropriate abela IT Subscription for their usage requirements, during the first sixty (60) days of the Term (the "Grace Period"), the Customer is permitted to upgrade or downgrade their abela IT Subscription selection. During this Grace Period, the Downgrade Penalty Fee shall be waived.

2.2.4 The Customer is restricted to one abela IT Subscription upgrade or downgrade per calendar month.

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

2.3.1 Upon request by the Customer, Subscription Suspension is available for a minimum period of seven (7) consecutive calendar days and a maximum period of one hundred eighty (180) consecutive calendar days. After one hundred eighty (180) days, One Marine Services will reactivate the suspended abela IT Subscription. During the Term, Subscription Suspensions may occur for a maximum of five hundred forty (540) calendar days in aggregate.

2.3.2 During the Subscription Suspension, no or limited service will be available to/from the vessel over the IT Service or Equipment.

2.3.3 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.

2.3.4 An abela IT 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 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 Vessel IT may cause time delays and additional cost at the implementation.

3.4 Service Levels provided by third party software vendors.

One Marine Services is not responsible to provide upgrades to third parties software.

3.5. Failure to Deliver the Service



3.5.1 In respect of any single failure of Service (an “outage”), as measured solely by One Marine Services ’s 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 eight (8) hours per month,

then the Customer shall be entitled to claim a credit calculated in accordance with the following formula:

$(\# \text{ of outage hours per month} - 8 \text{ hours}) * (\text{monthly service fee}/720)$

3.5.2 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/ Equipment

3.6.1 One Marine Services may temporarily suspend the Service for the purpose of repair, maintenance or improvement of any of the hardware and software 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 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 ’s 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 abela IT services and/or Equipment, One Marine Services may at any time during the Term bar or suspend any Equipment (or any hardware, software or Service, as appropriate) in any country or countries: (a) if in One Marine Services ’s reasonable opinion any delay in barring the Equipment (or 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) consecutive 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 infrastructure or One Marine Services ’s ability to provide the Services; or (f) in accordance with One Marine Services ’s technical and operating procedures as may be issued from time to time.

3.7 Fault Repair

3.7.1 The Customer shall report a fault in the Service by telephoning or emailing One Marine Services ’s 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.

3.7.2 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

3.7.3 One Marine Services shall provide replacement parts as needed to repair faulty Equipment. The repair and replacement of equipment and parts are chargeable to the customer unless under warranty policies herein. Shipping costs are the Customer's responsibility. In addition, 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' instructions. In case of parts and/or equipment Manufacturer's Warranty Terms shall apply.

3.8 *Annual Maintenance*: Annual maintenance by One Marine Services or One Marine Services Partners authorised technicians on Equipment owned by One Marine Services is mandatory. **All costs** related to annual service must be covered by the Customer, and **costs are as set out in the Order Confirmation**.

3.9 *Rental Equipment*: One Marine Services shall retain title to any and all Equipment that is rented to the Customer. Risk of damage or loss in the Equipment, howsoever resulting, will transfer to the Customer upon completion of installation. 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 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' 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 or request an authorized agent of 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.

3.10 For damage or loss to rented Equipment covered by mandatory insurance, a deductible charge of \$1,800 (to be paid by the Customer) shall apply with respect to each incident claimed by the Customer.

4 Charges, Payments and Credit/Financial Security

4.1 Charges and Payment

4.1.1 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 forty five (45) consecutive days from the date of the invoice, and (b) for items billed in arrears, payment will be due no later than forty five (45) consecutive days from the beginning 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% (one point five percent) 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 then-current standard prices unless prices pre-agreed in writing 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% (ten percent) 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) consecutive days written notice will be given prior to such Service suspension.

4.1.6 One Marine Services shall be entitled to invoice 50% (fifty percent) of the Service Fee to the Customer (which shall be paid by the Customer) with effect from sixty (60) 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 Licence.

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.

5.7. If requested by the Customer, approved routine maintenance and/or occasional short-duration tests shall be performed, at mutually agreed times and with agreed test Equipment, to ensure continued satisfactory and 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.

5.8.1 The 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 within thirty (30) days of One Marine Services 's acceptance of the Order Confirmation for the Service. If One Marine Services and the Customer are



5.10.5.1 Basic Service: Response from Tier 1 Customer Support

Urgent case: Email "First Response" within 6 hours.

Medium priority: Email "First Response" within 8 hours.

Low priority: Email "First Response" within 24 hours.

5.10.5.2 Paid IT Service: Response from Tier 1 Customer Support

Urgent case: Email "First Response" within 2 hours.

Medium priority: Email "First Response" within 4 hours.

Low priority: Email "First Response" within 12 hours.

5.10.6 "First Response" is measured from the moment an email is delivered to the One Marine Services support mailbox or ticketing system, a support agent will reply within the agreed period. One Marine Services is committed to begin repairing the fault by phone and email executed by a support technician. If the fault is not solved by phone and email, resolving the fault will be transferred to the One Marine Services Operations department in order to coordinate for a technician to attend the vessel. Onboard work will be effectuated by One Marine Services or one of our approved partners.

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 the 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' 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 Policies of One Marine Services for SLA Tier 1 as described herein and amended from time to time, available at our website.

5.10.5 Violation of the foregoing policies may result in additional charges being assessed by One Marine Services and/or restriction of services. This does not exclude any other remedies under the Contract.



On-Hold time is defined as a period of time being unable to progress the vessel "Fault Repair" due to waiting for customer feedback or customer remote hands-on assistance.

5.10.7 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 VESSEL IT PRICING PLAN AND ASSOCIATED DATA SERVICES IN CASE OF A VIOLATION OF THE PROVISIONS OF THIS SECTION 5.10.

5.10.8 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).

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

6 Confidentiality; Privacy

6.1 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.

6.2 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;

6.3 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, technical and operational measures shall be observed by the Parties in protection of personal data. Any breach or an attempt to breach any personal data must be informed to the other party immediately. One Marine Services shall be considered the processor of the personal data on behalf and according instructions of the Customer. Transfer of Data to non-equivalent countries will require previous processing agreement between the parties in the terms of the standard form approved by the European Commission under Data Privacy Law.

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.

10.2 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.

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 information systems company. One Marine Services makes no other, and specifically disclaims all other, warranties, both express and implied.

11.2 One Marine Services' responsibility for the Service under these conditions applies only for that part of the Service that is provided by means of information technology 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 any other third party.

11.3 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' 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.

11.4 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 including but not limited to any sort of delays that the vessels may encounter.



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) consecutive 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) consecutive days after the effective date of the termination.

13.4 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 in writing 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 .

13.5 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.

13.6 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 .

13.7 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 i.e. protection of personal data.

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 U.K., E.U., U.S., and/or other 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 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 The Contract shall be governed by the laws of Cyprus. 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 relevant courts of Cyprus. The court proceedings shall be conducted in the national language of the jurisdiction.

16.3 Each individual executing this Agreement on behalf of a corporation or other entity warrants that he is authorized to do so and that this Agreement constitutes a declaration in good faith of the intents of the corporation the individual represents.

The present Agreement was executed in two (2) identical copies by the duly authorized persons.