ONE NET LIMITED

Standard Terms & Conditions of Sale

Connectivity, IT & Cybersecurity

CONTENT SUMMARY

PART I: GENERAL PROVISIONS

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:

1.1 GENERAL DEFINITIONS

Parties

"One Net" means One Net Limited and its affiliated companies.

"Customer" means any person or entity that enters into a contract with One Net for the One-Off Sale, Equipment Lease, and/or purchase of Service. For Maritime Customers, the billing unit is the individual vessel as identified in each applicable offer. For Land-Based Customers, the billing unit is the individual Site or unit as identified in each applicable offer or, where agreed, an aggregate of Sites or units under a single billing reference.

"Maritime Customer" means a Customer engaged in maritime or offshore operations to which One Net provides Equipment and/or Services under these Terms and Conditions, including without limitation operators of commercial vessels, offshore support vessels, oil and gas platforms, drilling rigs, accommodation barges, floating storage and offloading units, and any other vessel or floating asset engaged in maritime or offshore activities, and whose applicable offers are identified by vessel name and IMO number or such other maritime identifier as is applicable to the relevant unit.

"**Land-Based Customer**" means a Customer operating shore-based offices, ports, industrial facilities, remote locations, or units of any of the following types: Fixed Sites (permanent or semi-permanent land-based locations), Deployable Fixed Units (portable or modular units deployed at a registered base), or Mobile Units (vehicles or other units in active movement or rotation identified by a registered home base), to which One Net provides Equipment and/or Services under these Terms and Conditions, and whose applicable offers are identified by site or unit reference rather than by vessel name and IMO number. The applicable unit type is specified in each Offer. The additional terms applicable to Land-Based Customers are set out in Part VII of these Terms and Conditions.

"Commercial Account Manager (CAM)" means the individual appointed by One Net to oversee and manage each Customer's account.

"Party / Parties" means either or both of One Net and the Customer, as the context requires.

"Person" means an individual, firm, partnership, company, corporation, or any other body of persons or legal or commercial entity.

"Intellectual Property Rights" means inter alia all copyrights, database rights, trade marks, trade names and all other intellectual property rights whether registered or unregistered anywhere in the world.

Contract and Order Documents

"Terms and Conditions" means these terms and conditions governing the Services and/or Equipment provided by One Net, as may be amended from time to time.

"Contract" means, individually and collectively, (i) the applicable offer(s) entered into between One Net and the Customer; (ii) any Master Service Agreement (MSA) entered into between the Parties; (iii) any Service Level Agreement (SLA) entered into between the Parties from time to time; (iv) these Terms and Conditions as published on One Net's website and incorporated by reference into each Offer; and (v) any other document expressly stated to form part of the Contract. In the event of any conflict, the order of precedence set out in Clause 4 shall apply.

"Order Form (OF)" means the written electronic document placed by the Customer with One Net requesting one-off, and/or lease of Equipment and/or subscription to Services, containing: (a) the contracting party name and contact details; (b) the contracting unit identifier, being: for Maritime Customers — the vessel name and IMO number; or for Land-Based Customers — the site or unit name, the unit type (Fixed Site, Deployable Fixed Unit, or Mobile Unit), and the site address or registered base as applicable; (c) the type, quantity, and description of Equipment or Services requested; (d) the proposed scope and commencement date; and (e) the Customer's purchase order number, if applicable. The OF is also known as the Customer's Purchase Order.

"Offer" means the formal pre-signature document issued by One Net to the Customer setting out the commercial terms for a fleet or specific vessel, Site, or unit, including the hardware or service specification, pricing, Term, commercial line type (Standard Lease or AR Lease), and any applicable options. The Offer becomes binding on both Parties when accepted by the Customer in accordance with Clause 3. Prior to acceptance, the Offer constitutes One Net's commercial proposal only and does not bind either Party.

"Order Confirmation" means the automated or manual acknowledgement issued by One Net following formation of a binding contract under Clause 3, confirming the contract details and triggering One Net's procurement and provisioning obligations. The Order Confirmation is administrative in nature; it records the binding contract but does not itself constitute One Net's acceptance.

"AR Lease" means the Equipment Lease service line identified in the applicable Offer by selection of the AR Lease option, under which the Customer pays the AR Lease Monthly Fee and is entitled to advance replacement of faulty Equipment in accordance with Clause 12.2. The AR Lease and the Standard Lease are mutually exclusive per Offer.

"AR Lease Monthly Fee" means the single all-in monthly fee stated in the applicable Offer that incorporates both the Equipment Lease amount and the advance replacement cover under Clause 12.2. The AR Lease Monthly Fee is higher than the equivalent Standard Lease Monthly Lease Amount per month per vessel or Site as stated in the applicable offer. No separate advance replacement charge is applied in addition to the AR Lease Monthly Fee.

"Manufacturer's Terms & Conditions" means the relevant manufacturer terms and conditions applicable to parts and/or equipment provided by various manufacturers or suppliers.

"Licence" means any applicable licence, authorisation, permission or approval under any international or local law(s) and/or regulation(s), or any replacement or re-enactment thereof.

"Premises" means all or any of the places where the Service is to be provided under the Contract.

"Master Service Agreement (MSA)" means a written master agreement entered into between One Net and the Customer, governing the overall commercial and legal framework of the relationship between the Parties across all Services, Equipment Leases, and transactions. An MSA takes precedence over these Terms and Conditions and over any Service Level Agreement to the extent of any conflict, but is subject to the terms of the applicable Offer in respect of the specific transaction to which the Offer relates. An MSA may be entered into at any time and may be amended by written agreement of the Parties. One Net is under no obligation to offer an MSA and the absence of an MSA does not affect the Customer's rights or obligations under these Terms and Conditions. Where a specific term in the applicable Offer expressly conflicts with the MSA, the MSA shall govern unless the Offer explicitly states it is intended to override the MSA on that specific point.

"Service Level Agreement (SLA)" means a written agreement entered into between One Net and the Customer from time to time, supplementing or modifying the standard provisions of these Terms and Conditions in respect of one or more specific Services, Equipment Leases, or Sites. An SLA may specify customer-specific service levels, response times, technical configurations, pricing arrangements, or other terms that differ from the standard provisions of these Terms and Conditions. Where an SLA is in place, it forms part of the Contract and takes precedence over these Terms and Conditions to the extent of any conflict, but only in respect of the Services, Equipment Leases, or Sites to which it expressly applies. An SLA that is silent on a particular matter does not displace the applicable provision of these Terms and Conditions. One Net is not obliged to offer an SLA and the absence of an SLA does not affect the Customer's rights or obligations under these Terms and Conditions. One Net may update the SLA from time to time for new Services and renewals; the SLA in effect at the start of the then-current term continues to apply for the duration of that term unless the Parties agree otherwise in writing.

Commercial Line Types

"One-Off Sale" means the supply of Hardware and/or software, cabling, installation services, shipping, or any other goods or services by One Net to the Customer on a non-recurring basis, as specified in the applicable Offer. One-Off Sale items are invoiced once upon delivery or completion and are not subject to a minimum Term or an ETF. Payment terms applicable to One-Off Sale invoices are as set out in Clause 32.1.2. One-Off Sale may be included in the same Offer as an Equipment Lease or a Recurring Service.

"Equipment Lease" means the agreement under which One Net leases Equipment to the Customer for a fixed Term in return for a Monthly Lease Amount, as set out in an applicable Offer and governed by Part II and the applicable provisions of Part V of these Terms and Conditions. The Equipment Lease commences on the Commencement Date and is subject to an ETF on early exit in accordance with Clause 40.3. Equipment Lease items are billed monthly on a recurring basis and are not One-Off Sale.

"Service" means any abela IT Service, Sentrify Service, Connectivity Service, or other Recurring Service supplied by One Net under an applicable offer, as the context requires. Where a document covers only certain service lines, "Service" refers to the service lines expressly covered by that document.

"Recurring Service" means any subscription supplied by One Net to the Customer on a recurring basis for a fixed Term in return for a Service Fee, as set out in an applicable Offer and governed by the applicable provisions of these Terms and Conditions. Following expiry of the initial Term, a Recurring Service shall continue on a rolling monthly basis unless and until terminated in accordance with Clause 40.

Provisioning and Term

"Activation Date" means the date upon which the Service is switched on and starts functioning on the Customer's vessel or Site, or in the case of Services only where One Net has served a Billing Commencement Notice in accordance with Clause 14.5 (abela IT Service), Clause 23.4 (Sentrify Service), or Clause 27.5 (Connectivity Service), as applicable, the date specified in that notice, whichever is the earlier.

"Commencement Date" means: (a) for Equipment Lease — the earlier of: (i) ten (10) days after the date the Equipment is shipped; or (ii) the date of successful installation; and (b) for Recurring Services — the Activation Date applicable to the relevant Service subscription.

"Billing Commencement Notice" means a written notice served by One Net on the Customer pursuant to Clause 14.5 (abela IT Service), Clause 23.4 (Sentrify Service), or Clause 27.5 (Connectivity Service), as applicable, confirming: (i) the date on which One Net completed provisioning of the relevant Service; (ii) that the Customer's vessel or Site has not been presented for installation within the required period; and (iii) the date from which the Service Fee shall be invoiced.

"Term" means the period for leasing the Equipment or contracting Services as set forth in each applicable offer, starting on the Commencement Date (Equipment Lease) or Activation Date (Services). For Recurring Services, where the Service continues beyond the natural expiry of the Term on a rolling monthly basis in accordance with the Recurring Service definition, the Term shall be deemed to continue on a rolling monthly basis until the Service is terminated by either Party in accordance with these Terms and Conditions; and all provisions of these Terms and Conditions applicable during the fixed Term shall continue to apply throughout that rolling period without interruption. For Equipment Leases, the Term ends at the expiry of the initial Term or Additional Term as applicable, at which point ownership transfers to the Customer in accordance with Clause 6.2.1 or Clause 6.2.2; the Term does not roll monthly for Equipment Leases except where ownership transfer is delayed in accordance with Clause 6.2.2. Note: where the Customer wishes to exercise end-of-term options (including the Purchase Option or Additional Term), sixty (60) days' advance written notice is required under Clause 6.2.

"Subscription Suspension" means a temporary suspension of a Service subscription agreed in writing by One Net, available for a minimum of thirty (30) consecutive calendar days and a maximum of ninety (90) consecutive calendar days, with the suspension period added to the end of the Contract Term so that the Customer receives the full contracted period of active service.

Financial and ETF

"Early Termination Fee (ETF)" means the fee payable by the Customer upon early exit from the Contract, as calculated in accordance with Clause 40. ETF does not apply to termination of a Recurring Service during a rolling monthly continuation period following natural expiry of the Term, where the Customer gives thirty (30) days' written notice in accordance with the Recurring Service definition.

"Net Book Value (NBV)" means the net book value of Equipment calculated as the original purchase price less accumulated depreciation over the elapsed portion of the Term, as determined by One Net.

Internal Processes

"Contract Exit or Change (CEoC)" means One Net's internal process for evaluating and calculating the Early Termination Fee applicable upon early exit from, or a material change to, any Equipment Lease or Service subscription, and for issuing the corresponding ETF invoice to the Customer. The CEoC process is initiated by One Net upon receipt of a Customer's termination notice or upon One Net becoming aware of an early exit in accordance with Clause 40.

"Possible Dispute Notification Form (PDNF)" means One Net's internal process for evaluating and responding to disputes raised by Customers in respect of issued invoices, including disputes regarding invoiced amounts, billing errors, service credits, or charges under the Contract. The PDNF process is initiated by One Net upon receipt of a Customer's written invoice dispute notification in accordance with Clause 32.

Equipment and Technical

"Access Credentials" means the unique combination of authentication identifiers, network registration codes, device certificates, SIM identifiers, licence keys, and any other configuration parameters assigned by One Net to a specific unit of Equipment, which enable that Equipment to authenticate and connect to One Net's network and receive the Services. Access Credentials are assigned exclusively to the Equipment for which they are issued and to One Net's network. One Net retains the right to deactivate, modify, or revoke Access Credentials at any time in accordance with Clauses 9.3 and 49.4. Access Credentials do not transfer to a third party on sale or transfer of the Equipment unless One Net has expressly agreed in writing to such transfer.

"Equipment" means the Hardware and/or any goods, materials, equipment, supplies or items of any kind, including but not limited to those intended for use on vessels, supplied or made available by One Net to the Customer. For Services, Equipment means One Net supplied or approved equipment used with the Service. All Equipment must be supplied and approved by One Net; exceptions require prior written approval.

"Hardware" means all tangible, physical components of an electronic, electrical, mechanical, or electromechanical system installed or intended for use on vessels or at Sites, provided by One Net.

"Portal Access" means access to One Net's web-based management and monitoring platforms, as made available to the Customer from time to time. Each platform provides functionality specific to the service or service category to which it relates, as described on One Net's website at the date of the applicable Offer.

Support and Service Operations

"Direct Support" means a support plan under which vessel crew and customer ICT personnel may contact One Net directly.

"Indirect Support" means a support plan under which vessel crew contacts the customer's ICT function, which in turn contacts One Net.

"Support Hours" means Monday to Friday, 05:30 to 17:00 UTC.

"Extended Support Hours" means Monday to Friday, 05:30 to 19:00 UTC.

"First Response" means the acknowledgement of a support ticket with confirmation of the next steps to be taken.

"On-Hold Time" means a period during which a support ticket cannot be progressed by One Net due to waiting for Customer feedback, information, or remote hands-on assistance. On-Hold Time is excluded from the measurement of First Response and response time targets.

"Resolution" means the point at which an issue has been resolved and normal service restored, or an agreed workaround has been implemented.

"Critical Ticket" means a ticket type for complete service outage, security incident, or issue with potential safety or significant commercial impact.

"High Ticket" means a ticket type for Significantly degraded service, multiple users affected, or major business impact.

"Normal Ticket" means a ticket type for degraded service affecting a single user or non-critical service where a workaround is available

"Low Ticket" means a ticket type for System modifications, software updates, and third-party application changes.

"Change" means a request to modify configuration, policy, or system settings.

"Outage" means complete loss of service or functionality, as measured exclusively by One Net's monitoring systems.

"Tier 1" means Customer Support: first-line troubleshooting, known issues, standard procedures, standard requests, and emergency hardware bypass for connectivity. Available 24/7.

"Tier 2" means Advanced Support: complex issues, vendor coordination, and critical incidents. Available during Extended Support Hours.

"Tier 3" means Systems Administration: backend system administration, IT policies, patch compliance, and change requests. Available during Support Hours.

1.2 EQUIPMENT LEASE — SUPPORTING DEFINITIONS

"Monthly Lease Amount" means the monthly fee payable by the Customer for the lease of Equipment as set forth in the applicable offer.

"Additional Term" means the optional continuation period of twelve (12) months immediately following the expiry of the initial Term, available under both Standard Leases and AR Leases. The following conditions apply:
(a) Permitted initial Terms. The initial Term stated in the Offer shall not exceed forty-eight (48) months.
(b) Aggregate cap. The aggregate of the initial Term and the Additional Term shall not in any circumstances exceed sixty (60) months.
(c) Ownership at expiry of initial Term. Legal title to the Equipment passes to the Customer at the expiry of the initial Term in accordance with Clause 6.2.2, irrespective of whether the Customer exercises the Additional Term. The Additional Term is a continuation of the contractual relationship only and does not affect, defer, or condition the ownership transfer.
(d) Standard Lease Additional Term Fee. Where the Customer exercises the Additional Term under a Standard Lease, the Customer shall pay One Net the Standard Lease Additional Term Fee stated in the Offer. The Standard Lease Additional Term Fee is a nominal continuation and warranty fee only; it is not a lease fee, does not constitute consideration for the transfer of ownership, and does not affect the Customer's title to the Equipment acquired at the expiry of the initial Term. The Standard Lease Additional Term Fee is invoiced monthly in advance in accordance with Clause 32.1.1.
(e) AR Lease Additional Term Fee. Where the Customer exercises the Additional Term under an AR Lease, the Customer shall pay One Net the AR Lease Additional Term Fee stated in the Offer. The AR Lease Additional Term Fee is higher than the Standard Lease Additional Term Fee for the same hardware because it incorporates, in addition to the nominal continuation and warranty fee, the AR Lease advance replacement premium as described in Clause 12.2 and as stated in the Offer. The advance replacement cover under Clause 12.2 accordingly continues in full force during the Additional Term for AR Lease customers. The AR Lease Additional Term Fee is a continuation and warranty fee incorporating advance replacement cover; it is not a lease fee, does not constitute consideration for the transfer of ownership, and does not affect the Customer's title to the Equipment. The AR Lease Additional Term Fee is invoiced monthly in advance in accordance with Clause 32.1.1.
(f) Exercise of Additional Term. The Customer may exercise the Additional Term by written notice to One Net no later than thirty (30) days before the expiry of the initial Term. Where no such notice is given, the Equipment Lease expires at the end of the initial Term and the contractual relationship under these Terms and Conditions continues solely in respect of any live Service subscriptions.

1.3 ABELA IT SERVICE SPECIFIC DEFINITIONS

"abela IT Service / IT Service" means the service from One Net on the specified hardware and software of the information technology infrastructure.

"abela IT Subscription" means the abela IT subscription tier selected by the Customer in the Offer.

"Remote Management Tools" means the system platform tools provided by One Net for the purpose of the abela IT Service.

"Service Fee" means the service fee payable according to the Offer, including all fixed monthly payments, insurance fee, and any other fees specified in the applicable Offer.

1.4 SENTRIFY SERVICE SPECIFIC DEFINITIONS

"Sentrify Service / Cybersecurity Service" means the Self-Managed or Managed cybersecurity service provided by One Net on the Customer's vessels or Sites, as applicable.

"Agent Software" means the system platform tools provided by One Net for the purpose of the Sentrify Service.

"Security Operations Center (SOC) / SOC Team" means a centralised team responsible for continuously monitoring, detecting, analysing, and responding to cybersecurity incidents on a 24/7 basis.

"Incident Response Team (IRT)" means a specialised group of cybersecurity professionals designated to handle and manage security incidents, working in coordination with the SOC.

"Sentrify Subscription" means the Service subscription tier selected by the Customer in the Offer.

1.5 CONNECTIVITY SERVICE SPECIFIC DEFINITIONS

“Carrier” means the satellite network operator, telecommunications provider, or mobile network operator whose network and services are accessed by the Customer through One Net on a resale or facilitation basis, including without limitation Inmarsat Maritime (Fleet Xpress / Ka-Band and L-Band), Intelsat (Ku-Band), SpaceX (Starlink), OneWeb, Iridium, and cellular network operators for LTE/5G services, as identified in the applicable Offer.

“Carrier Terms” means the end-user terms and conditions, acceptable use policies, data policies, and regulatory requirements applicable to the relevant Carrier’s service, as notified by One Net to the Customer at Offer execution or as updated by the Carrier from time to time. Carrier Terms are binding on the Customer as a condition of receiving the relevant Connectivity Service and take precedence over these Terms and Conditions to the extent of any conflict in respect of the specific Carrier service.

“Committed Information Rate (CIR)” means the minimum guaranteed data throughput rate committed by the applicable Carrier against a defined service level, honoured only when the satellite network and terminal link are available, and representing a measure of Carrier performance under congestion conditions. CIR levels are Carrier-measured and Carrier-reported and apply only to the data throughput on the network specified in the applicable Offer.

“Connectivity Plan” means the airtime package, data plan, or service tier selected by the Customer for the applicable Connectivity Service, as specified in the applicable offer, including any Carrier’s and/or One Net’s Plans. Plan upgrades and downgrades are subject to Clause 27.

“Connectivity Service” means any satellite broadband, L-Band, or cellular connectivity service provided by One Net to the Customer on a resale or facilitation basis, enabling access to the network and services of the applicable Carrier, as specified in the applicable offer. Connectivity Services include without limitation Fleet Xpress (Inmarsat Ka-Band and L-Band), Intelsat Ku-Band, Starlink LEO, OneWeb LEO, Iridium L-Band, and LTE/5G cellular services. The terms applicable to Connectivity Services are set out in Part V of these Terms and Conditions.

“Connectivity Subscription” means the Customer’s subscription to a Connectivity Service for a fixed Term in return for a Service Fee, as set out in an applicable Offer and governed by Part V of these Terms and Conditions. A Connectivity Subscription commences on the Activation Date and is subject to an ETF on early exit in accordance with Clause 40.

“Earth Stations in Motion (ESIM)” means satellite terminals with small directional antennas for the provision of broadband communication services, operating within applicable frequency bands (including without limitation 19.7–20.2 GHz and 29.5–30.0 GHz), that are either transportable devices or mounted on moving objects such as vessels, and may operate in national and international waters.

“ESIM Regulations” means the regulatory requirements applicable to the operation of ESIM terminals in any jurisdiction, including without limitation prohibitions or restrictions on use within specified distances of a country’s coastline, licensing requirements, and technical operating conditions, as may be amended from time to time by the relevant regulatory authority or Carrier. Compliance with ESIM Regulations is the Customer’s sole obligation under Clause 29.

“Satellite Operator” means the satellite operating organisation from whom One Net acquires satellite bandwidth and network capacity to build and deliver Connectivity Services to the Customer. The Satellite Operator may be the same entity as the Carrier or a separate upstream provider.

“Customer Data” means all data, information, documents, software, databases, logs, communications, metadata, personal data and other material provided by or on behalf of the Customer, generated through the Customer's use of the Services, or processed by One Net in providing the Services.

2. BACKGROUND AND SCOPE

The Parties wish to establish a contractual framework pursuant to which the Customer may place orders for the lease of Equipment and/or the subscription to Services. These Terms and Conditions apply to all transactions involving

Equipment leasing and/or the provision of Recurring Services and One-Off Sale as defined in these Terms and Conditions.

3. CONTRACT FORMATION

3.1 **Offer** One Net shall issue an Offer to the Customer setting out the commercial terms for the proposed Equipment Lease, One-Off Sale, or Service subscription for a specific fleet, vessel, Site, or unit. The Offer contains the hardware or service specification, pricing, Term, commercial line type (Standard Lease or AR Lease where applicable), Quote Validity Period, and any applicable options. The Offer is One Net's commercial proposal and is not binding on either Party until accepted by the Customer in accordance with Clause 3.2.

3.2 **Acceptance and Binding Contract** A binding contract is formed when One Net receives, within the Offer Validity Period, either a valid Purchase Order under Clause 3.2(a) or a written confirmation under Clause 3.2(b).

(a) Binding by Valid Purchase Order. A Purchase Order issued by the Customer constitutes binding acceptance when it satisfies all of the following conditions:

(i) Offer reference. The Purchase Order expressly identifies the Offer by its reference number and states that it is placed on the terms and conditions of the referenced Offer.

(ii) Contracting party. The Purchase Order identifies the Customer's full legal entity name as the contracting party.

(iii) Contracting unit identifier. The Purchase Order identifies the specific vessel, Site, or unit to which the Offer relates:

— for **Maritime Customers**: the vessel name and IMO number, or such other maritime identifier as is applicable to the relevant unit; or

— for **Land-Based Customers**: the site or unit name, the unit type (Fixed Site, Deployable Fixed Unit, or Mobile Unit), and the site address or registered base as applicable.

(iv) Scope and commencement. The Purchase Order states the proposed service or lease scope and the proposed commencement date, consistent with the Offer. Scope and commencement are considered optional on a Valid Purchase Order

(v) Equipment or Services. The Purchase Order states the, quantity, item number, and description of Equipment or Services requested, corresponding to the line items specified in the Offer. Equipment or Services are considered optional on a Valid Purchase Order

A Purchase Order that does not satisfy all of conditions (i) to (iii) whereas (iv) to (v) are considered optional, does not constitute acceptance and One Net is not obliged to process it. One Net may, at its discretion, notify the Customer of the deficiency and invite resubmission within the remaining Offer Validity Period.

(b) Binding by Offer Written Confirmation. Where the Customer confirms acceptance of the Offer in writing — whether by email to One Net or through any One Net customer portal, system, or platform — a binding contract is formed on the same terms as a valid Purchase Order under Clause 3.2(a), provided that the Offer contains:

(i) Contracting party. The Offer identifies the Customer's full legal entity name as the contracting party.

(ii) Contracting unit identifier. The Offer identifies the specific vessel, Site, or unit to which the Offer relates:

— for **Maritime Customers**: the vessel name and IMO number, or such other maritime identifier as is applicable to the relevant unit; or

— for **Land-Based Customers**: the site or unit name, the unit type (Fixed Site, Deployable Fixed Unit, or Mobile Unit), and the site address or registered base as applicable.

(iii) Scope and commencement. The Offer states the proposed service or lease scope and the proposed commencement date.

(iv) Equipment or Services. The Offer states the, quantity, item number and description of Equipment or Services requested, corresponding to the line items specified in the Offer.

An Offer that does not satisfy conditions (i) to (iv) does not constitute acceptance. One Net may at its discretion request a valid Purchase Order under Clause 3.2(a) in substitution.

Lapse. An Offer not accepted by either method within the Offer Validity Period lapses automatically. One Net has no obligation to honour the pricing, specification, or availability stated in a lapsed Offer.

3.3 **Acknowledgement** Following formation of a binding contract under Clause 3.2, One Net Hub shall issue an Order Confirmation to the Customer confirming the contract details. The Order Confirmation is administrative in nature; it records the binding contract and triggers One Net's procurement and provisioning obligations. The Order Confirmation is not One Net's acceptance. Where One Net Hub performs credit or sanctions screening prior to releasing the Order Confirmation and the Customer fails such screening, One Net may withhold the Order Confirmation and decline to proceed without being in breach of the Contract. In such cases, One Net shall notify the Customer promptly in writing.

3.4 **One Net's Records and Contract Integrity (**a) Conclusive Evidence. One Net's records of the Offer, the Customer's acceptance, and the Order Confirmation shall constitute conclusive evidence of the terms of the binding contract unless the Customer notifies One Net in writing of any discrepancy within ten (10) business days of deemed receipt of the Order Confirmation in accordance with Clause 55. (b) Customer's Additional Terms. Any terms added to or annotating the Customer's applicable Offer or Purchase Order that differ from or purport to modify the Offer shall have no effect, in accordance with the Contract Hierarchy in Clause 4 and the Variation clause at Clause 56.2. (c) Credit and Sanctions Rescission. Where One Net withholds the Order Confirmation following credit or sanctions screening under Clause 3.3, the binding contract formed under Clause 3.2 shall be treated as rescinded from the date of formation with no liability to either Party. No ETF, termination liability, or damages shall arise from such rescission. One Net shall notify the Customer of the rescission and its grounds promptly in writing. Rescission under this Clause 3.4(c) does not affect any accrued rights or liabilities arising before the rescission date.

4. CONTRACT HIERARCHY

In the event of any conflict between the documents forming the Contract:

- The Order Form (OF) reference a Valid Offer takes precedence;
- Followed by any applicable Master Service Agreement (MSA);
- Followed by any applicable Service Level Agreement (SLA);
- Followed by these Terms and Conditions.

PART II: EQUIPMENT LEASE

5. LEASE OF EQUIPMENT

5.1 **Order Placement** Orders for Equipment Leases are placed in accordance with Clause 3.1 of these Terms and Conditions.

5.2 **Delivery Terms** The delivery terms applicable to all Equipment, including import clearance and related costs, are as set out in Clause 8.1 of these Terms and Conditions.

5.3 **Lease Agreement** Following the Order Form (F), One Net shall lease the Equipment to the Customer on the terms set forth in the applicable Offer and subject to these Terms and Conditions. The Equipment Lease shall be governed by this Part II and the applicable provisions of Part V.

6. TERM AND END-OF-TERM OPTIONS

6.1 **Term Commencement** The Equipment Lease shall start on the Commencement Date as defined in Clause 1.1, which shall be for a minimum period as set forth in the applicable Offer.

6.2 **End-of-Term Options** Upon sixty (60) days' advance written notice prior to the end of the Term or any Additional Term, the Customer shall have the following options, subject to full compliance with all payment obligations:

6.2.1 **Purchase Option** The Customer may purchase the Equipment for a predetermined purchase price as specified in the applicable Offer or as may be mutually agreed in writing under the MSA. Ownership shall transfer to the Customer upon full settlement of the purchase price and execution of a transfer document. Where no purchase price is specified in the Offer or MSA, the purchase price shall be the Net Book Value of the Equipment at the date of exercise of the Purchase Option, as calculated by One Net.

6.2.2 Continuation of Lease (Additional Term) If the purchase option is not exercised, the Equipment Lease, subject to One Net's written confirmation, shall be extended for twelve (12) months only (the "Additional Term"). The fee shall be increased by five percent (5%) over the monthly fee applicable during the Term. At expiration of the Additional Term, ownership transfers automatically to the Customer provided all payments have been duly made. Warranty terms do not apply under the Additional Term unless otherwise agreed in writing. Where all payments have not been duly made at expiration of the Additional Term, ownership shall not transfer and One Net shall be entitled to recover the Equipment in accordance with Clause 41.1 and to invoice the outstanding amounts. One Net shall respond to the Customer's written notice given pursuant to Clause 6.2 requesting an Additional Term within fifteen (15) business days of receipt. Failure to respond shall not be deemed acceptance; the Customer must confirm their intentions in writing. At expiration of the Additional Term, provided all payments have been duly made, legal title to the Equipment transfers automatically and unconditionally to the Customer. Following such ownership transfer, any Recurring Service subscription in respect of the same Equipment may continue at the same or increased Service Fee under these Terms and Conditions, independently of the Equipment Lease which has concluded. One Net shall not be obliged to continue a Recurring Service following ownership transfer unless a valid Offer for that Service remains in force or is separately agreed in writing.

6.3 Payment Liability The Customer shall be liable for payment of all amounts due under an Equipment Lease until it has complied with all applicable obligations under this Contract.

7. LEASE PAYMENTS

7.1 Payment Method and Terms The Customer shall pay the Monthly Lease Amount in the currency and amount specified in the Offer by electronic funds transfer to the bank account designated by One Net in writing, in accordance with the payment method provisions at Clause 32.3. Payment is deemed received on the date credited to One Net's bank account. The Customer is solely responsible for the costs of any electronic funds transfers.

7.2 Invoicing One Net shall issue one invoice each month in respect of all Equipment Leases, showing a unique identifier for each unit of leased Equipment. An invoice shall be deemed received by the Customer on the next business day following transmission to the Customer's registered email address on record.

7.3 Invoice Due Date and Late Payment Interest Monthly Lease Amount invoices and AR Lease Monthly Fee invoices are issued at the last date of the preceding calendar month, in respect of the current month's lease charges, meaning invoices are issued in advance. The invoicing timing and due date applicable to both are governed by Clause 32.1.1. The due date is calculated from the first day of the relevant month, not from the invoice date. The first month's invoice shall be charged pro-rata from the Commencement Date. The final month's invoice shall be for the full calendar month in which the termination notice takes effect. Late payment interest is charged in accordance with Clause 32.4.

7.4 VAT and Taxes All Monthly Lease Amount payments are exclusive of VAT and other applicable taxes, duties, or similar charges, which shall be payable by the Customer at the rate and in the manner prescribed by applicable law, consistent with Clause 32.5.

7.5 Tax Liability The Customer shall be liable for all taxes, levies, duties, costs, withholdings, deductions, imposts, or charges of equivalent effect imposed on, or in respect of, the lease of the Equipment by any governmental body.

7.6 Import Costs Where One Net incurs any VAT, goods or services tax, or similar tax on the import of Equipment which One Net is not able to recover as an input tax credit ("Import Costs"), One Net shall invoice such Import Costs to the Customer in addition to any other financial obligations.

8. FREIGHT, TITLE AND RISK

8.1 Delivery Terms

8.1.1 Delivery dates are estimates only and time shall not be of the essence. One Net shall not be liable for delay caused by manufacturers, carriers, customs authorities, freight forwarders or events outside its reasonable control.

8.1.2 Delivery of Equipment shall be on a DAP basis in accordance with INCOTERMS 2020, to the destination agreed in the applicable Offer. Costs associated with delivery, including insurance, shall be the responsibility of the Customer. One Net may, at its reasonable discretion, decline to fulfil a delivery instruction where the requested location presents operational or logistical constraints that render fulfilment impracticable. One Net will use reasonable endeavours to identify and communicate alternative solutions to the Customer in a timely manner.

8.2 Title and Ownership Except as otherwise provided herein, the Equipment shall at all times remain the property of One Net, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use subject to the terms of the Equipment Lease).

8.3 Risk of Loss Risk of loss, theft, damage, or destruction passes from One Net to the Customer upon delivery to the agreed destination in accordance with the applicable INCOTERMS. Where Equipment is sourced from a third-party supplier and delivered directly to the Customer, risk shall pass upon delivery at the agreed destination regardless of the identity of the shipping party. One Net's title is preserved throughout the Term in accordance with Clause 8.2. The Equipment shall remain at the sole risk of the Customer during the initial Term and any Additional Term.

8.4 Title, Risk and Rewards For the avoidance of doubt, the table below clarifies who holds what

Concept	Who holds it
Legal Title	One Net — Throughout Term and Additional Term; transfers to Customer on Additional Term expiry per Clause 6.2.2
Economic risk (damage, loss, theft)	Customer
Rewards of use	Customer
Residual value risk	As per Offer, signed

9. USE OF EQUIPMENT

9.1 Customer Obligations The Customer shall:

9.1.1 Ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions and the Manufacturer's Terms & Conditions.

9.1.2 Make no alteration to the Equipment and shall not remove or add any component without the prior written consent of One Net.

9.1.3 Not, without the prior written consent of One Net, part with control of, sell, sublet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

9.1.4 Not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of One Net in the Equipment.

9.1.5 Not suffer or permit the Equipment to be confiscated, seized or taken out of its possession under any distress, execution or other legal process. If the Equipment is so confiscated or seized, the Customer shall immediately notify One Net, shall continue to be liable for the Monthly Lease Amount, and shall at its sole expense use its best endeavours to procure immediate release and indemnify One Net against all losses, costs, charges, damages and expenses incurred.

9.1.6 Not use the Equipment for any unlawful purpose.

9.2 Customer's Indemnity The Customer acknowledges that One Net shall not be responsible for any loss or damage to the Equipment arising from any negligence, misuse or mishandling by the Customer or its officers, employees, agents, contractors and/or other third parties. The Customer undertakes to indemnify One Net on demand against the same and against all losses, liabilities, claims, damages, costs or expenses arising from any failure by the Customer to comply with the Equipment Lease.

9.3 Network Exclusivity and Terminal Access Control This Clause 9.3 applies solely to Connectivity Equipment, being Equipment leased by One Net in connection with a Connectivity Service under Part V of these Terms and Conditions. It does not apply to Equipment leased solely in connection with abela IT Services (Part III) or Sentrify Services (Part IV). The Equipment and any associated Access Credentials provided by One Net in connection with the Service are configured exclusively for use on One Net's network and in connection with One Net's Services. The Customer shall not, without the prior written consent of One Net, redirect, reconfigure, or use the Equipment or any Equipment and its associated Access Credentials to access, connect to, or enable any third-party network, service, or connectivity provider. This restriction applies regardless of whether the Customer intends to terminate the Contract, and is subject to the Early Termination Fee policy under Clause 40. The restriction ceases to apply only where all three settlement conditions in Clause 9.3.1 are satisfied at the date of the intended redirection. One Net reserves the right to remotely monitor the configuration and network association of the Equipment at all times. Where One Net has reasonable grounds to believe that the Equipment or Equipment and its associated Access Credentials has been or is about to be redirected to a third-party network in breach of this Clause, One Net may, without prior notice, deactivate the Equipment's Access Credentials and lock its configuration remotely, pending investigation. One Net shall notify the Customer in writing of any such deactivation and the grounds therefor within twenty-four (24) hours of taking action. If the Customer demonstrates to One Net's reasonable satisfaction within five (5) business days of that notice that no breach has occurred or is intended, One Net shall restore access within two (2) business days of that demonstration. This Clause 9.3 is subject to Clauses 9.3.1 and 9.3.2. Where One Net deactivates Access Credentials in good faith on the basis of reasonable grounds under this Clause 9.3 but it is subsequently demonstrated that no breach occurred, One Net's liability to the Customer shall be limited to the obligation to restore access in accordance with this Clause 9.3 and shall not exceed the liability cap set out in Clause 37, subject to Clause 37.3.

9.3.1 Fully Settled Terminal Exception The network exclusivity restriction in Clause 9.3 shall not apply where, at the date of the intended redirection, all of the following conditions are satisfied: (a) Hardware settlement — all financial obligations in respect of the relevant Equipment have been discharged and ownership has transferred to the Customer in accordance with Clause 6.2.1 (Purchase Option), Clause 6.2.2 (Additional Term automatic transfer), or a separate written agreement with One Net; (b) Issued invoice settlement — all invoices issued by One Net in respect of the relevant Equipment, Services, and any other charges relating to the relevant terminal, vessel, or Site have been paid in full at the date of the intended redirection; and (c) Subscription settlement — (i) where the Customer is exiting before the expiration of the Term, the ETF calculated in accordance with Clause 40.4 (Equipment Lease) and/or Clause 40.5 (Recurring Services) as applicable, representing the remaining monthly amounts for the unexpired Term, has been paid in full to One Net; or (ii) where the Term has expired without early exit and no ETF is applicable, or where the Customer is in rolling monthly continuation following natural expiry of the Term, all subscription amounts for the period from the last billing cut-off date to the date of the intended redirection that have not yet been invoiced have been paid in full to One Net, and any notice required to terminate rolling monthly continuation has been validly served. For the avoidance of doubt, where invoices are issued in advance at the last date of the preceding month in accordance with Clause 32.1.1 and Clause 7.3, the current month's invoice will ordinarily have already been issued and paid, and condition (c)(ii) will be automatically satisfied in the absence of any outstanding amounts. For the purposes of this Clause, a terminal is "fully settled" only where all three conditions (a), (b), and (c) are met concurrently at the date of the intended redirection. One Net shall, within three (3) business days of the Customer's written request, confirm whether all conditions are satisfied and, where they are, issue a written release. Where One Net disputes the Customer's evidence of settlement, the matter shall be referred to the dispute resolution procedure in Clause 58; pending resolution, One Net's network exclusivity right remains in effect. The Customer bears the burden of demonstrating that full settlement has occurred at the date of the intended redirection.

9.3.2 Prepayment Exception Where the Customer is operating on the Monthly Recurring Prepayment basis in accordance with Clause 32.1.3, One Net's right to immediately deactivate the Equipment's Access Credentials under Clause 9.3 is suspended for the duration of the current prepaid period only. Upon expiry of the current prepaid period, if no renewal prepayment is received by One Net in accordance with Clause 32.1.3, One Net's right under Clause 9.3 revives in full without further notice. The prepayment exception under this Clause 9.3.2 does not affect One Net's right to suspend Services under Clause 49, to terminate the Contract under Clause 40, or to enforce any other provision of this Contract.

10. MAINTENANCE AND ADDITIONS

10.1 Maintenance Responsibility The Customer shall at all times and at its own expense keep the Equipment in good order, repair and condition (fair wear and tear excepted) in accordance with the recommendations of the supplier and/or manufacturer.

10.2 Modifications and Additions Unless One Net shall consent in writing to the contrary (such consent not to be unreasonably withheld), no additions, improvements, variations, modifications, or alterations of whatsoever kind or nature shall be made to the Equipment.

11. ACCEPTANCE AND WARRANTY

11.1 Initial Acceptance Upon initial receipt, the Customer shall confirm whether Equipment has been received completely and in apparent good order; however, acceptance shall only be deemed effective after successful installation and testing.

11.1.1 Upon delivery, the Customer shall inspect the shipment and verify that all items listed in the applicable Offer and packing documentation have been received in full.

11.1.2 Any claim for missing, incomplete, or incorrect items must be submitted to One Net in writing, with reference to the relevant Offer and delivery documentation, within thirty (30) calendar days of delivery ("Claims Window"). Claims submitted outside the Claims Window shall not be accepted.

11.1.3 To be valid, a claim under Clause 11.1 must include: (i) the Offer reference; (ii) delivery date and location; (iii) an itemised list of missing or incorrect items; and (iv) photographic or documentary evidence of packaging condition at delivery where available.

11.1.4 One Net shall investigate all valid claims received within the Claims Window and shall respond in writing within ten (10) business days. Where a shortage is confirmed, One Net shall at its discretion either dispatch the missing items at no additional shipping cost or issue a credit note to the Customer's account.

11.1.5 Submission of a claim under Clause 11.1 does not suspend the Commencement Date or the Customer's obligation to pay the Monthly Lease Amount, unless otherwise agreed in writing by One Net.

11.1.6 One Net's liability for missing items is limited to replacement or issuance of a credit note equivalent to the value of the missing items. One Net shall have no further liability, including for any consequential loss.

11.1.7 Equipment shall be deemed finally and irrevocably accepted upon the earliest of: (a) successful installation; (b) first productive use; (c) thirty (30) days after delivery where no written rejection specifying material defects has been received. Following acceptance, the Customer shall have no right to reject the Equipment and its remedies shall be limited to the applicable warranty.

11.2 Manufacturer Warranties So far as One Net can reasonably procure, the Customer shall be entitled to the benefit of any guarantees or warranties offered by the manufacturer of the Equipment.

11.3 Pass-Through of Manufacturer Warranty The Equipment is covered under the original manufacturer's warranty terms and conditions. One Net shall pass through to the Customer the benefit of any warranties provided by the manufacturer, on a back-to-back basis, without modification or extension beyond what the manufacturer provides. The applicable manufacturer warranty period, coverage type, and any material exclusions shall be specified in the Offer.

11.4 Warranty Duration One Net shall pass through the manufacturer's warranty for the duration of that warranty as supplied. Where the Term exceeds the manufacturer's standard warranty period, One Net shall notify the Customer in the Offer of the warranty expiry date. Any extended warranty coverage beyond the manufacturer's standard term shall be subject to a separate written agreement and additional fee.

11.5 Warranty Exclusions The warranty does not cover:

11.5.1 Damage resulting from misuse, neglect, accident, or unauthorised modifications.

11.5.2 Consumable parts or components subject to wear and tear.

11.5.3 Damage caused by environmental conditions or operating outside the manufacturer's specifications.

11.5.4 Equipment requiring manufacturer-certified installation where installation has not been performed by engineers holding the applicable certification.

11.6 Warranty Claim Procedure The Customer shall: (a) promptly cease using the affected Equipment where continued use may aggravate the defect; (b) preserve the Equipment in its existing condition; (c) provide One Net with reasonable access for inspection and testing; (d) cooperate fully with One Net during the warranty investigation; and (e) take all reasonable steps to mitigate any loss. Failure to comply with this Clause may entitle One Net to reject the warranty claim to the extent that such failure has prejudiced One Net's investigation or ability to remedy the defect.

11.7 Time Limit for Warranty Claims No warranty claim shall be valid unless submitted within the applicable warranty period and, in any event, no later than twelve (12) months after the Customer first became aware, or ought reasonably to have become aware, of the relevant defect.

12. RETURN MATERIAL AUTHORISATION AND ADVANCE REPLACEMENT COVER

Overview This Clause 12 sets out the hardware fault and replacement framework applicable to all Equipment Leases. Two lease types are available, identified in the applicable Offer: (a) Standard Lease — governed by Clause 12.1. Fault reporting through the RMA process, physical warranty assessment, repair or replacement on determination of warranty status; (b) AR Lease — governed by Clause 12.2. Remote fault verification, immediate dispatch of a replacement unit, return of the faulty unit to One Net's designated address. The AR Lease carries an AR Lease Monthly Fee as defined in Clause 1.1. Where the applicable Offer identifies a Standard Lease, Clause 12.1 applies. Where the applicable Offer identifies an AR Lease, Clause 12.2 applies. The two lease types are mutually exclusive per Offer.

12.1 Standard Lease — Return Material Authorisation This Clause 12.1 applies to all Equipment Leases where the applicable Offer identifies a Standard Lease, and as a fallback for AR Lease customers where an exclusion under Clause 12.2.6 applies to a specific fault event.

12.1.1 RMA Initiation Where the Customer believes that Equipment is defective or non-conforming, the Customer must report the fault to One Net through the fault reporting process in Clause 35 and request a Return Material Authorisation (RMA) reference number. One Net will not accept the return of any Equipment without a valid RMA reference number.

12.1.2 Return Shipping All costs of returning Equipment to One Net, including shipping, freight, insurance in transit, import duties, and customs clearance costs, are the Customer's responsibility regardless of whether the fault is subsequently confirmed as warranty-covered or non-warranty.

12.1.3 Warranty Repair or Replacement Where One Net's physical assessment of the returned Equipment confirms that the fault constitutes a defect covered by the applicable manufacturer's warranty under Clause 11, and the defect is not excluded under Clause 11.5, One Net shall at its election repair the defective Equipment or supply a replacement unit of equivalent specification. One Net bears the cost of the repair or replacement unit in such cases. One Net shall confirm its election to the Customer in writing within five (5) business days of completing assessment. Notwithstanding Clause 8.1, all costs of shipping the repaired or replacement unit to the Customer, including freight, insurance in transit, import duties, taxes, and customs clearance costs, are the Customer's responsibility.

12.1.4 Non-Warranty Cases — Written Approval Where One Net's assessment confirms that the fault is not covered by the applicable manufacturer's warranty, or falls within the exclusions in Clause 11.5, the cost of repair or replacement is the Customer's responsibility. One Net shall provide the Customer with a written cost estimate and shall not commence chargeable work or dispatch a chargeable replacement unit without the Customer's written acceptance of that estimate. Notwithstanding Clause 8.1, all costs of shipping the repaired or replacement unit to the Customer, including freight, insurance in transit, import duties, taxes, and customs clearance costs, are the Customer's responsibility.

12.1.5 Continuing Monthly Lease Obligation A fault event, the initiation of an RMA, or the dispatch or receipt of a repair or replacement unit under this Clause 12.1 does not suspend, reduce, or otherwise affect the Customer's obligation to pay the Monthly Lease Amount. The Monthly Lease Amount remains due and payable in full in accordance with Clause 7 and Clause 32.1.1 throughout the initial Term and any Additional Term, irrespective of whether the Equipment is operational, under repair, in transit, or subject to an active RMA process at any given time. Any repair or replacement costs payable by the Customer under Clauses 12.1.3 or 12.1.4 are payable in addition to, and not in lieu of, the Monthly Lease Amount.

12.2 AR Lease — Advance Replacement Cover This Clause 12.2 applies to Equipment Leases where the applicable Offer identifies an AR Lease. The AR Lease and the Standard Lease are mutually exclusive per Offer. Under the AR Lease, One Net dispatches a replacement unit following remote verification of the fault, without requiring the Customer to return the faulty Equipment first. The AR Lease Monthly Fee, being the all-in monthly fee incorporating the advance replacement cover, is stated in the applicable Offer.

12.2.1 Identification in the Offer The AR Lease is identified in the applicable Offer by selection of the AR Lease service line at the time of signing. Where the Offer does not identify an AR Lease, the Customer is on a Standard Lease and Clause 12.1 applies. The two lease types are mutually exclusive per Offer — a Customer cannot hold both types on the same Offer.

12.2.2 AR Lease Monthly Fee The AR Lease Monthly Fee is stated in the applicable Offer. It is a single all-in monthly fee that incorporates both the Equipment Lease amount and the advance replacement cover; no separate ARC charge applies. The AR Lease Monthly Fee is higher than the equivalent Standard Lease Monthly Lease Amount per month per vessel or Site, as stated in the applicable Offer. The AR Lease Monthly Fee is invoiced monthly in advance in accordance with Clause 32.1.1, is payable for the full duration of the initial Term regardless of whether the advance replacement service is exercised, and is not refundable on early termination.

12.2.3 Coverage Period The AR Lease replacement service is available from the Commencement Date to the expiry of the initial Term stated in the applicable Offer. Where the Customer exercises the Additional Term option under Clause 6, the AR Lease coverage extends automatically into the Additional Term at the AR Lease Monthly Fee applicable at the time of the Additional Term commencement, subject to One Net's right to reprice by written notice issued no later than sixty (60) days before the Additional Term commences. The AR Lease does not extend to any rolling monthly continuation period unless agreed in writing and a repriced AR Lease Monthly Fee is recorded in a new or amended Offer.

12.2.4 Fault Reporting and Remote Verification The Customer shall report the fault to One Net through the fault reporting process in Clause 35 and obtain a fault reference number. One Net shall conduct a remote diagnostic assessment of the reported failure. Where One Net confirms by remote assessment that a hardware failure has occurred and is not attributable to an exclusion in Clause 12.2.6, One Net shall proceed to dispatch under Clause 12.2.5 without requiring the Customer to return the faulty unit first. One Net shall issue written confirmation of the verified fault and its election to dispatch within two (2) business days of completing remote assessment.

12.2.5 Dispatch of Replacement Unit Following written confirmation of the verified fault under Clause 12.2.4, One Net shall dispatch a replacement unit within five (5) business days. The replacement unit shall be: (a) of equivalent or superior hardware specification to the faulty Equipment, assessed by reference to the CPU, RAM, storage capacity, and primary functional purpose specified in the original Offer; (b) not necessarily the same make or model where the original specification is discontinued or unavailable; (c) a refurbished unit inspected, tested and confirmed operational by One Net or its appointed service partner prior to dispatch; and (d) covered by a manufacturer's standard warranty or One Net's equivalent warranty from the date of dispatch. One Net bears the hardware cost of the replacement unit. All shipping, freight, insurance in transit, import duties, and customs clearance costs for delivery are the Customer's responsibility. The AR Lease Monthly Fee covers the hardware replacement cost only, not logistics.

12.2.6 Exclusions The AR Lease replacement service does not apply where the hardware failure is caused or contributed to by: (a) misuse, abuse, wilful damage, or neglect by the Customer or any third party; (b) failure to follow One Net's installation, operating, or maintenance requirements; (c) modification, repair, or addition to the Equipment carried out without One Net's prior written consent; (d) environmental damage not attributable to normal maritime or site operational conditions, including without limitation water ingress, corrosion, extreme temperature, or physical impact; (e) theft or mysterious disappearance; (f) Force Majeure under Clause 53; or (g) cosmetic damage not affecting functional performance. Where One Net determines that an exclusion applies, it shall notify the Customer in writing within two (2) business days of completing remote assessment. The Customer may request a second assessment within ten (10) business days; One Net shall conduct it within five (5) business days. Where confirmed, Clause 12.1 governs that fault event.

12.2.7 **One Net's Performance Responsibility** One Net is responsible for the functional performance of the replacement unit from the date the Customer confirms receipt and installation. Where the replacement unit is found to be defective on delivery or within thirty (30) days of installation, One Net shall dispatch a further replacement at no additional cost and the AR Lease service remains in force for the remainder of the Term.

12.2.8 Return of Faulty Unit The Customer shall ship the faulty Equipment to One Net's designated return address, as notified by One Net in writing at the time of dispatch confirmation under Clause 12.2.5, within sixty (60) days of One Net's written dispatch confirmation. The Customer may ship the faulty unit before receipt of the replacement unit; shipment is not conditional on prior receipt of the replacement. All return shipping, freight, and customs costs are the Customer's responsibility. Failure to ship within sixty (60) days of One Net's dispatch confirmation entitles One Net to invoice the Customer for the market value of the replacement unit as a One-Off charge per Clause 32.1.2. On receipt, One Net shall conduct a technical assessment and retain title to the returned unit. Post-Assessment Outcomes: (a) Non-excluded fault — unit repairable: One Net repairs and refurbishes at its own cost for future AR Lease stock; no further charge to the Customer. (b) Non-excluded fault — unit beyond economical repair: One Net bears the write-off cost; no further charge to the Customer. (c) Excluded fault confirmed on physical assessment: One Net shall notify the Customer in writing with reasons within five (5) business days. The Customer shall pay One Net the market value of the replacement unit dispatched under Clause 12.2.5 within ten (10) business days as a One-Off charge. Where the returned unit is repairable, One Net shall at its election either repair at the Customer's cost or retain for refurbishment and offset the salvage value against the market value invoice. Where beyond economical repair, One Net retains and disposes; no salvage offset applies. The Customer may dispute within ten (10) business days by requesting a second independent assessment; the cost follows outcome; the market value invoice is suspended pending resolution. One Net will refurbish eligible returned units for future AR Lease transactions.

12.2.9 Limit on Replacements The AR Lease replacement service covers a maximum of two (2) replacement events per vessel or Site per initial Term. Where two replacement events have been exercised, the AR Lease service is treated as exhausted for the remainder of the initial Term and Clause 12.1 applies to any further fault events. The AR Lease Monthly Fee continues to be invoiced for the remainder of the initial Term regardless of exhaustion.

12.2.10 Early Termination The AR Lease replacement service terminates simultaneously with the Equipment Lease on the termination date. The AR Lease Monthly Fee is not refundable for any period after the termination date. No AR Lease replacement claims may be made on or after the termination date, including faults reported before the termination date where dispatch had not yet occurred.

12.2.11 Continuing AR Lease Monthly Fee Obligation A fault event, remote verification, dispatch, transit, or receipt of a replacement unit does not suspend, reduce, or otherwise affect the Customer's obligation to pay the AR Lease Monthly Fee. The AR Lease Monthly Fee remains due and payable in full throughout the initial Term and any Additional Term regardless of whether the original Equipment is operational, a replacement is in transit, or a replacement event has been exercised or is pending. Where an excluded fault is confirmed and the Customer is liable for market value under Clause 12.2.8(c), that liability is payable in addition to, and not in lieu of, the AR Lease Monthly Fee. The AR Lease Monthly Fee carries no credit or refund entitlement on account of a fault event, a replacement being dispatched, or an exclusion being confirmed.

PART III: ABELA IT SERVICES

13. NATURE OF THE ABELA IT SERVICE

13.1 **Service Description** The abela IT Service provided to the Customer's vessel or Site, as applicable, and the related fees shall be as set forth in the applicable Offer. Any variation to the Service is subject to Clause 56.2 (Variation).

13.2 **Service Subscription Levels** All requests for Service shall be made in writing in the form of an Order Form and shall not be effective and binding until an Offer has been signed by One Net. Subscription plan definitions and SLA commitments are referenced in the applicable SLA.

14. DURATION, UPGRADES, DOWNGRADES AND SUBSCRIPTION SUSPENSION

14.1 **Term and Pricing** The Term is material to the pricing of this Service, as set out in Clause 34.1A (Term and Pricing Interdependence).

14.2 **Downgrades** In the event that the Customer seeks to downgrade the abela IT Subscription, such request shall be made to the Commercial Account Manager (CAM) and will be reviewed on a case-by-case basis.

14.3 **Subscription Suspension** A Customer may temporarily suspend its abela IT Subscription to assist with special operational requirements, including but not limited to ship maintenance, repairs, seasonal layup, or transfer to another vessel within the fleet (a "Subscription Suspension" as defined in Clause 1.1). Subscription Suspension is subject to One Net's written approval and availability of resources. The minimum and maximum suspension periods are as set out in the definition of Subscription Suspension in Clause 1.1.

14.4 **Service During Suspension** **During the Subscription Suspension, no or limited service may be available to/from the vessel over the relevant Service, as applicable.**

14.5 **Pre-Installation Billing Commencement** Where One Net has provisioned a Service but the Customer's vessel or Site has not been presented for installation within twenty-one (21) calendar days of One Net completing provisioning, One Net may at its sole discretion serve written notice on the Customer confirming: (i) the date on which One Net completed provisioning of the Service; (ii) that the vessel or Site has not been presented for installation; and (iii) the date from which the monthly Service Fee will be invoiced, being no earlier than twenty-one (21) calendar days after the provisioning completion date stated in the notice. Upon service of a Billing Commencement Notice, the Activation Date shall be the date specified therein and the Term shall commence accordingly, irrespective of whether physical installation on the vessel or Site has been completed. This sub-clause applies to Services only and does not affect the Commencement Date or billing mechanics applicable to any Equipment Lease under Clause 7. One Net's right to serve a Billing Commencement Notice does not oblige One Net to do so, and failure to serve such notice in any particular case does not prejudice One Net's right to serve such notice in any future case.

15. SERVICE LEVELS AND OUTAGE CREDITS

15.1 **Service Outage Definition** In respect of any single failure of Service (an "outage"), as measured solely by One Net's Remote Management Tools, which is not due to Force Majeure, planned maintenance, any act or omission by the Customer, or extended by any act or failure to act by the Customer, and where total outages exceed eight (8) hours in any calendar month, the Customer shall be entitled to claim a credit calculated as follows:

(# of outage hours per month − 8 hours) × (monthly service fee / 720)

15.1.1 **Credit Cap** Credits shall not exceed fifty percent (50%) of the monthly service fee for the affected service in any calendar month.

15.1.2 **Claim Deadline** All claims for outage credits must be submitted to One Net in writing within thirty (30) days of the end of the calendar month in which the outage occurred. Claims submitted outside this period shall not be accepted.

15.1.3 **Measurement** Service outages and credit calculations are measured exclusively by One Net's Remote Management Tools. The Customer's own measurements shall not be used for this purpose.

15.2 **Sole Remedy for Outages** The Customer may not claim any compensation other than the credits specified in Clause 15.1 in connection with any failure, degradation, or malfunction of the Remote Management Tools. Claims must be made in writing on a form provided by One Net.

16. DATA BACKUP AND RECOVERY

16.1 Scope The provisions of this Clause 16 apply exclusively to Customers subscribed to the abela IT Fully Managed Service and do not extend to data, systems or infrastructure outside the defined scope of that service, unless otherwise expressly agreed in writing.

16.2 Backup Procedure One Net shall perform automated backups of the virtual machines operating on the Zwana platform ("Backup"). The maximum potential data loss in the event of a failure is limited to data generated since the most recent successful Backup. Backups are performed on a best-effort basis with a target success rate of ninety-five percent (95%) measured monthly. One Net does not guarantee one hundred percent (100%) Backup completion and bears no liability for individual Backup failures within the agreed tolerance. Local Backups operate independently of vessel connectivity.

16.3 Backup Hardware and Redundancy In case of local Backup, the NAS is the sole local storage medium for Backups under the default configuration. One Net strongly recommends deploying two NAS units on the vessel for hardware redundancy. Where a Customer operates a single NAS and that unit suffers hardware failure, Backups stored on that device may be unrecoverable. One Net's liability for data loss arising from NAS hardware failure is excluded to the fullest extent permitted by applicable law.

16.4 Hardware Failure and Data Recovery In the event of a NAS failure, One Net shall use best efforts to recover data from the affected device. Where on-vessel recovery is not possible, the Customer may request that One Net arrange for physical retrieval of the NAS to One Net's designated locations, where a third-party data recovery specialist may attempt recovery. This service is subject to availability and is provided at additional cost under a separate agreement.

16.5 Recovery Time Objective One Net shall use commercially reasonable efforts to complete restoration within five (5) business hours of a valid support request being logged, subject to adequate connectivity being available for remote operations. Where restoration must be performed on-site, this recovery time objective will not apply.

16.6 Cloud Backup (Optional) Customers may optionally subscribe to cloud backup services, including One Net approved third-party provider, or integrate their own third-party backup solution. Where cloud backup is enabled: (a) backup data is synchronised over the vessel's internet connection and the Customer acknowledges that cloud synchronisation consumes network bandwidth; (b) the Customer is responsible for all bandwidth costs arising from cloud backup synchronisation; (c) One Net bears no liability for gaps in cloud Backup coverage arising from connectivity interruption; and (d) One Net's role in relation to cloud backup services is limited to configuration and operational support.

16.7 Connectivity and Remote Operations Connectivity does not affect local Backup operations. However, remote restoration and support require adequate vessel connectivity. Where a vessel is unreachable due to connectivity failure: (a) One Net cannot perform remote restoration until connectivity is restored; (b) the recovery time objective in Clause 16.5 will not apply; and (c) One Net bears no liability for delays to restoration arising from connectivity issues outside its control.

16.8 On-Site Recovery Assistance Where remote restoration is not feasible, Customers may request physical on-site attendance by One Net personnel. This service is subject to availability, vessel location, logistics, and a separate written agreement at additional cost.

16.9 Customer Obligations The Customer shall: (a) notify One Net promptly of known connectivity outages that may affect restoration operations; (b) ensure One Net has the access required to perform Backup and recovery operations; (c) where broader Backup coverage is required beyond the default local Backup, procure an appropriate cloud or third-party Backup service; and (d) where cloud Backup is enabled, manage bandwidth allocation and associated costs.

17. SUPPORT TIERS

Support is provided through the following tiers. A vessel is assigned one support plan applicable to all One Net services installed on that vessel. For Land-Based Customers, support entitlements apply per Site or unit as set out in Clause 65 of Part VII.

17.1 Tier Structure

Tier	Role	Availability
Tier 1	Customer Support	24/7
Tier 2	Advanced Support	Extended Support hours (Mon-Fri, 05:30-19:00 UTC)
Tier 3	Systems Administration	Support hours (Mon-Fri, 05:30-17:00 UTC)

17.2 Scope The scope of each tier is as defined in Clause 1.1 (Tier 1, Tier 2, Tier 3). In summary: Tier 1 handles all first-line support and standard requests; Tier 2 manages complex issues, vendor coordination, and critical incidents; Tier 3 handles backend administration, IT policies, patch compliance, and change requests.

17.3 Escalation Tier 1 triages all incoming requests and resolves where possible. Issues requiring advanced troubleshooting or critical incident management are escalated to Tier 2. Change requests are escalated to Tier 3. Tier 3 requests received outside Support Hours will be actioned on the next business day within the applicable response time.

17.4 Third-Party Coordination Where issues involve third-party providers (satellite, ISP, hardware vendors), One Net coordinates with vendors on the Customer's behalf. Vendor response times are outside One Net's control but One Net will provide status updates during active incidents.

18. RESPONSE TIMES

Response times are determined by ticket type, not customer-assigned priority:

Ticket Type	First Response
Critical	2 hours
High	4 hours
Normal	8 hours
Low	8 hours (Support hours)

18.1 Resolution Time Due to the nature of maritime IT issues and dependencies on third-party providers (satellite, ISP, hardware vendors), One Net does not commit to fixed resolution times. One Net commits to: (i) working issues to resolution as expeditiously as possible; (ii) prioritising based on severity and impact; (iii) providing status updates during active incidents; and (iv) coordinating with third-party vendors on the Customer's behalf.

19. CUSTOMER RESPONSIBILITIES

19.1 All Customers All Customers shall:

- Provide and maintain accurate contact information for authorised support contacts.
- Designate authorised persons for change request approval.
- Respond to One Net requests for information within reasonable timeframes.
- Provide remote access to systems when requested for troubleshooting.
- Subscribe to service notifications at status.onenet.group
- Report incidents promptly to minimise service impact.

19.2 Direct Support Customers In addition to the obligations in Clause 19.1, Customers on a Direct Support plan shall:

- Ensure all authorised vessel contacts are aware of One Net's contact methods.
- Provide accurate vessel name, location, and system details when raising tickets.
- To avoid service disruption, contact One Net before making any changes to network equipment or configurations.

19.3 Indirect Support Customers In addition to the obligations in Clause 19.1, Customers on an Indirect Support plan shall:

- Operate a functional in-house ICT helpdesk or first-line support function.
- Perform first-line triage before escalating to One Net.
- Act as communication relay between One Net and vessel crew when required.
- Provide One Net with relevant diagnostic information gathered during triage.
- Ensure crew are aware of the correct escalation path through customer ICT.

19.4 Unauthorised Changes The Customer shall not modify any network configuration, firewall settings, routing, switching, VLAN configuration, authentication mechanisms or security policies affecting the Services without prior written notification to One Net. One Net shall not be responsible for any degradation or interruption resulting from such changes.

19.5 Audit and Compliance Verification The Customer shall maintain complete and accurate records relating to its use of the Services, Equipment, Software, subscriptions, licences, authorised users, connected vessels, Sites, and any other items relevant to the Charges payable under this Contract. Upon giving not less than ten (10) Business Days' written notice, One Net may, during normal business hours and no more than once in any twelve (12) month period (unless One Net reasonably suspects fraud, unauthorised use or a material breach of this Contract), require the Customer to provide access to such records, systems, usage information and other information as are reasonably necessary to verify the Customer's compliance with this Contract. The Customer shall cooperate fully with such verification. One Net may also use reasonable technical means, including automated usage monitoring, licence validation tools and service telemetry, to verify compliance with this Contract, provided such monitoring is limited to information reasonably necessary for that purpose. Where any audit or verification reveals any underpayment of Charges, unauthorised use of the Services or Equipment, use in excess of the applicable licences or subscriptions, or any other material non-compliance with this Contract, the Customer shall immediately pay all outstanding Charges together with any applicable interest and promptly remedy the non-compliance, without prejudice to any other rights or remedies available to One Net.

20. SERVICE EXCLUSIONS

The following are excluded from One Net's service obligations under this Part III:

- Force majeure events: natural disasters, war, terrorism, government actions, pandemics, or other events beyond the reasonable control of either party, as further defined in Clause 53.
- Third-party service failures: outages or degraded performance from satellite providers, ISPs, or other third-party vendors.
- Unsupported systems: hardware or software not supplied or managed by One Net, or systems that have reached manufacturer end-of-life.
- Unauthorised changes: modifications to systems or configurations made without One Net approval.
- Customer negligence: failure to implement security updates, sharing of credentials, or disregard of documented One Net recommendations.
- Physical hardware intervention: repairs or replacements requiring physical access onboard (remote diagnostic support is available).
- Scheduled maintenance: pre-notified maintenance windows communicated in accordance with the applicable Service Level Agreement.
- Data loss: data backup and recovery unless explicitly contracted under Clause 16.
- Separate agreements: custom development, architecture changes, or project-based work covered under Technical Account Management or Professional Services agreements.

21. STANDARD OF PERFORMANCE FOR ABELA IT

21.1 Standard of Care One Net shall exercise reasonable skill, care, and diligence, consistent with generally accepted industry standards applicable to providers of enterprise IT and information systems services operating in the maritime sector.

21.2 Definition of Competent Service Provider For the purposes of this Contract, the term "competent information systems company" shall be defined as a service provider possessing the technical qualifications, personnel, infrastructure, and operational maturity reasonably expected of an established IT service company delivering managed IT, cybersecurity, and hardware leasing solutions to globally distributed, mission-critical environments such as commercial vessels.

21.3 Performance Requirements One Net shall ensure that: (i) Services are delivered by appropriately trained personnel with relevant certifications and experience; (ii) systems provided are configured and maintained in accordance with manufacturer guidelines and applicable cybersecurity best practices; and (iii) support, monitoring, and issue resolution adhere to the response times and escalation procedures set out in the applicable Service Level Agreement.

21.4 Remediation Process Without prejudice to the Limitation of Liability clause, if the Customer reasonably believes that One Net has failed to meet the above standards, such concerns must be raised in writing citing specific deficiencies. One Net shall investigate in good faith and where justified, promptly take corrective action at no additional cost to the Customer.

PART IV: SENTRIFY CYBERSECURITY SERVICES

22. NATURE OF THE SENTRIFY SERVICE

22.1 Service Description The Sentrify Service provided to the Customer's vessel or Site, as applicable, and the related fees shall be as set forth in the applicable Offer. Any variation to the Service is subject to Clause 56.2 (Variation).

22.2 Service Subscription Levels All requests for Service shall be made in writing in the form of an Order Form and shall not be effective and binding until an Offer has been signed by One Net. Subscription plan definitions and SLA commitments are referenced in the applicable SLA.

22.3 SOC and Incident Response Services Where One Net is contracted to provide the managed Sentrify Service, One Net shall provide SOC and IRT services to the Customer and the Customer's fleet. The SOC shall continuously monitor, detect, analyse, and respond to cybersecurity incidents on a 24/7 basis. The IRT shall work in coordination with the SOC to investigate potential threats, contain breaches, mitigate damage, and implement corrective actions.

23. DURATION, UPGRADES, DOWNGRADES AND SUBSCRIPTION SUSPENSION

23.1 Term and Pricing The Term is material to the pricing of this Service, as set out in Clause 34.1A (Term and Pricing Interdependence).

23.2 Downgrades In the event that the Customer seeks to downgrade the Sentrify Subscription, such request shall be made to the Commercial Account Manager (CAM) and will be reviewed on a case-by-case basis.

23.3 Subscription Suspension A Customer may temporarily suspend its Sentrify Service Subscription to assist with special operational requirements, including but not limited to ship maintenance, repairs, seasonal layup, or transfer to another vessel within the fleet (a "Subscription Suspension" as defined in Clause 1.1). Subscription Suspension is subject to One Net's written approval and availability of resources. The minimum and maximum suspension periods are as set out in the definition of Subscription Suspension in Clause 1.1.

23.4 Pre-Installation Billing Commencement Where One Net has provisioned a Service but the Customer's vessel or Site has not been presented for installation within twenty-one (21) calendar days of One Net completing provisioning, One Net may at its sole discretion serve written notice on the Customer confirming: (i) the date on which One Net completed provisioning of the Service; (ii) that the vessel or Site has not been presented for installation; and (iii) the date from which the monthly Service Fee will be invoiced, being no earlier than twenty-one (21) days after the provisioning completion date stated in the notice. Upon service of a Billing Commencement Notice, the Activation Date shall be the date specified therein and the Term shall commence accordingly, irrespective of whether physical installation on the vessel or Site has been completed. This sub-clause applies to Services only and does not affect the Commencement Date or billing mechanics applicable to any Equipment Lease under Clause 7. One Net's right to serve a Billing Commencement Notice does not oblige One Net to do so, and failure to serve such notice in any particular case does not prejudice One Net's right to serve such notice in any future case.

24. SERVICE LEVELS AND OUTAGE CREDITS

24.1 Service Outage Definition In respect of any single failure of Service (an "outage"), as measured solely by One Net's Agent Software, which is not due to Force Majeure, planned maintenance, any act or omission by the Customer, or extended by any act or failure to act by the Customer, and where total outages exceed eight (8) hours in any calendar month, the Customer shall be entitled to claim a credit calculated as follows:

(# of outage hours per month − 8 hours) × (monthly service fee / 720)

24.1.1 Credit Cap Credits shall not exceed fifty percent (50%) of the monthly service fee for the affected service in any calendar month.

24.1.2 Claim Deadline All claims for outage credits must be submitted to One Net in writing within thirty (30) days of the end of the calendar month in which the outage occurred. Claims submitted outside this period shall not be accepted.

24.1.3 Measurement Service outages and credit calculations are measured exclusively by One Net's Agent Software. The Customer's own measurements shall not be used for this purpose.

24.2 Sole Remedy for Outages The Customer may not claim any compensation other than the credits specified in Clause 24.1 in connection with any failure, degradation, or malfunction of the Agent Software. Claims must be made in writing on a form provided by One Net.

25. STANDARD OF PERFORMANCE FOR SENTRIFY

25.1 Standard of Care One Net shall exercise reasonable skill, care, and diligence, consistent with generally accepted industry standards applicable to providers of enterprise IT and information systems services operating in the maritime sector.

25.2 Definition of Competent Service Provider For the purposes of this Contract, the term "competent information systems company" shall be defined as a service provider possessing the technical qualifications, personnel, infrastructure, and operational maturity reasonably expected of an established IT service company delivering managed IT, cybersecurity, and hardware leasing solutions to globally distributed, mission-critical environments such as commercial vessels.

25.3 Performance Requirements One Net shall ensure that: (i) Services are delivered by appropriately trained personnel with relevant certifications and experience; (ii) systems provided are configured and maintained in accordance with manufacturer guidelines and applicable cybersecurity best practices; and (iii) support, monitoring, and issue resolution adhere to the response times and escalation procedures set out in the applicable Service Level Agreement.

25.4 Remediation Process Without prejudice to the Limitation of Liability clause, if the Customer reasonably believes that One Net has failed to meet the above standards, such concerns must be raised in writing citing specific deficiencies. One Net shall investigate in good faith and where justified, promptly take corrective action at no additional cost to the Customer.

25.5 Pre-Existing Security Events One Net shall have no liability for any malware, cyber incident, compromise, vulnerability, unauthorised access or security weakness existing prior to commencement of the Sentrify Service or arising from systems outside the agreed scope of the Service.

PART V: CONNECTIVITY SERVICES

26. NATURE OF THE CONNECTIVITY SERVICE

26.1 Service Description The Connectivity Service provided to the Customer's vessel or Site, as applicable, and the related fees shall be as set forth in the applicable Offer. Any variation to the Service is subject to Clause 56.2 (Variation).

26.2 Reseller and Facilitator One Net provides Connectivity Services as a reseller and facilitator of Carrier services. One Net is not the operator of the underlying satellite or telecommunications network. Accordingly, One Net does not warrant or guarantee the availability, speed, latency, coverage, or continuity of any Connectivity Service. The applicable Carrier is solely responsible for network performance subject to the Carrier Terms.

26.3 Multi-Technology Platform One Net delivers connectivity across the following technology platforms, but not limited to, as specified in the applicable Offer: (a) Inmarsat Satellite broadband and L-Band Satellite communication; (b) SES satellite broadband; (c) Starlink — SpaceX LEO broadband; (d) OneWeb — LEO broadband; (e) Amazon LEO broadband, (f) Iridium — L-Band satellite communications; and (g) LTE/5G — cellular data connectivity. All services operate on the same installed hardware platform, including the Zwana server and associated antenna systems.

26.4 Carrier Terms The Customer's use of each Connectivity Service is subject to the applicable Carrier Terms as notified by One Net. The Customer acknowledges and accepts the Carrier Terms as a condition of receiving the relevant Connectivity Service. Where Carrier Terms conflict with any provision of these Terms and Conditions in respect of the specific Connectivity Service, the Carrier Terms shall prevail to the extent of that conflict. One Net shall notify the Customer of any material change to applicable Carrier Terms within a reasonable period of becoming aware of such change.

26.5 Coverage One Net shall provide the Connectivity Service in the geographical area(s) specified. Coverage maps are for general illustration purposes only, are based on Carrier information, and are subject to change. One Net accepts no liability for inaccuracies in coverage information provided by the Carrier.

26.6 Unique Identifiers The Customer will be assigned a unique identification number for each Connectivity Service unit as applicable. The Customer has no property right in any such identifier, and One Net or the applicable Carrier may change such identifiers at any time with no liability.

27. DURATION, CONNECTIVITY PLANS, UPGRADES, DOWNGRADES AND SUBSCRIPTION SUSPENSION

27.1 Term and Pricing The Term is material to the pricing of this Service, as set out in Clause 34.1A (Term and Pricing Interdependence).

27.2 Upgrades The Customer may request an upgrade to a higher Connectivity Plan by written request to the CAM. One Net shall implement the upgrade within seven (7) calendar days. Upgraded plan charges shall be pro-rated from the day of implementation to the end of the current calendar month. The Term shall not be changed by an upgrade. The Customer is restricted to one plan change per calendar month.

27.3 Downgrades The Customer may request a downgrade to a lower Connectivity Plan by written request to the CAM, implemented within seven (7) calendar days. Downgrade charges are carrier-specific and plan-specific. A downgrade may generate additional charges and penalties as specified and applicable under Carrier Terms.

27.4 Subscription Suspension A Customer may temporarily suspend a Connectivity Subscription to assist with special operational requirements. Suspension terms are Carrier-specific:, in accordance with the Subscription Suspension definition in Clause 1.1. In all cases: (i) the suspension period extends the Term proportionately; (ii) an administrative charge established by One Net is invoiced during suspension; (iii) no data or voice traffic will be transmitted over the suspended service; and (iv) the Connectivity Plan may not be upgraded, downgraded, or terminated during a Subscription Suspension.

27.5 Pre-Installation Billing Commencement Where One Net has provisioned a Connectivity Service but the Customer's vessel or Site has not been presented for installation within twenty-one (21) calendar days of One Net completing provisioning, One Net may at its sole discretion serve a Billing Commencement Notice confirming the provisioning completion date and the date from which the Service Fee shall be invoiced. The Activation Date for such pre-installation billing shall be the date specified in that notice.

28. SERVICE LEVELS AND AVAILABILITY

28.1 One Net's Role One Net's service level obligations in respect of Connectivity Services are limited to its role as reseller and facilitator. One Net has no obligation in respect of Carrier network availability, data throughput, latency, or coverage. Service level credits are pass-through credits derived from the applicable Carrier's service level commitments and are measured exclusively by the Carrier's internal reporting and monitoring systems. The Customer's own measurements shall not be used for this purpose.

28.2 Carrier's Service Levels and Avaiabitity In respect to the network availability, data throughput, latency, coverage and service level credits, each Carrier and network technolory have different terms. The terms are available by the Carriers directly, One Net can share the applicable terms on request.

28.3 Credit Cap Credits are subject to Carrier's approval

28.4 Claim Deadline All claims for Connectivity Service credits must be submitted to One Net in writing within thirty (30) days of the end of the calendar month in which the outage or CIR failure occurred. Claims submitted outside this period shall not be accepted.

28.5 Sole Remedy The credits specified in this Clause 28 are the Customer's sole remedy in connection with any failure, degradation, or malfunction of a Connectivity Service. The Customer may not claim any other compensation from One Net in respect of Carrier network performance. Claims must be made in writing to One Net to trigger a PDNF process.

29. ESIM REGULATIONS AND SATELLITE COMPLIANCE

29.1 ESIM Prohibition USE OF SATELLITE CONNECTIVITY SERVICES IS CURRENTLY PROHIBITED WITHIN TWELVE (12) NAUTICAL MILES OF THE COAST OF ANY COUNTRY UNLESS THE REGULATORY REQUIREMENTS OF THAT COUNTRY FOR OPERATING MARITIME ESIM TERMINALS WITHIN THE TERRITORIAL WATER LIMIT (AS APPLICABLE AT THAT TIME) ARE MET. It is the Customer's sole obligation to understand, obtain, and comply with the licensing and regulatory requirements of all applicable countries in which the Equipment is operated, as may be amended from time to time.

29.2 ESIM Compliance Mechanism The Customer acknowledges that ESIM Regulations may be amended from time to time and that compliance may include the Carrier or One Net suspending or terminating transmission of the Connectivity Service when the Customer's vessel is within a specified territorial limit of a governing jurisdiction. It is strictly prohibited for the Customer to interfere with, disable, or circumvent any functionality of the Equipment which allows or enforces compliance with then-current ESIM Regulations. One Net shall have no liability for any suspension of a Connectivity Service necessitated to ensure compliance with applicable law or ESIM Regulations.

29.3 Carrier Barring Rights In addition to One Net's rights under Clause 49, the applicable Carrier may at any time bar or suspend the Equipment, SIM card, or Connectivity Service if: (a) in the Carrier's reasonable opinion, delay in barring may cause loss or damage to the Carrier; (b) the Customer commits a material breach of the Carrier Terms not remedied within five (5) days of written notice; (c) the Carrier is instructed to do so by a governmental body, law, or regulation; (d) the Carrier believes the Customer is abusing or using the Service fraudulently or unlawfully; or (e) the Equipment's use may adversely affect the Carrier's network. Carrier barring shall not constitute a breach of contract by One Net.

29.4 Interference and Obstructions Interference on satellite services in harbour or coastal areas, or near rigs and other vessels, is a local environmental occurrence not controllable by One Net or the Carrier and shall not constitute a service fault or outage. Obstructions causing blind sectors (including vessel masts, other antennas, other vessels, rigs, buildings, or mountains) are similarly not service faults or outages. Automatic failover or Software Defined Wide Area Network (SD WAN) between primary and backup bands may reduce the impact of interference and obstructions on connectivity.

29.5 Annual Maintenance Annual maintenance on Equipment by One Net or Carrier-authorised technicians is mandatory where required under the applicable Carrier Terms. All costs related to annual maintenance shall be covered by the Customer. One Net shall notify the Customer in advance of any mandatory annual maintenance requirement.

30. CUSTOMER RESPONSIBILITIES FOR CONNECTIVITY

30.1 Licences The Customer shall obtain, maintain, and comply with all Licences required to receive and use any Connectivity Service or operate the Equipment in every jurisdiction in which the Customer's vessel or Site operates. One Net may assist in making licence applications if requested but bears no liability for any failure to obtain or maintain any Licence. Unless expressly stated otherwise in the applicable Offer, the Customer shall be solely responsible for obtaining, maintaining and renewing all software licences, operating system licences, application subscriptions and regulatory approvals necessary for its own systems.

30.2 Carrier Terms and Data Policies The Customer shall adhere to and comply with all Carrier Terms and Carrier data policies applicable to each Connectivity Service, as amended from time to time. Violation of Carrier data policies may result in additional airtime charges, bandwidth restrictions, or suspension of the Connectivity Service, without prejudice to any other rights under the Contract.

30.3 Power Supply The power supply to all satellite antennas shall remain connected at all times unless there is a power supply failure on board. Under such circumstances, the crew and vessel manager shall make all reasonable efforts to restore power at the earliest opportunity. The crew shall not switch off antenna power without first notifying One Net. All power supply issues shall be reported to One Net as soon as practicable. The Customer is responsible for all damage caused by failure to comply with this requirement.

30.4 Access, Installation and Maintenance The Customer shall provide One Net and authorised technicians access to the vessel or Site at mutually agreed times to install, configure, and maintain the Equipment. All maintenance and repair activities shall be carried out exclusively by One Net or technicians approved by One Net or the applicable Carrier. The Customer shall ensure that appropriate trained staff operate the Equipment in accordance with One Net's standards and procedures. The Customer shall provide suitable accommodation, power, and earthing arrangements as directed by One Net.

31. STANDARD OF PERFORMANCE FOR CONNECTIVITY

31.1 Standard of Care One Net shall exercise reasonable skill, care, and diligence consistent with generally accepted industry standards applicable to providers of satellite connectivity resale and facilitation services.

31.2 No Carrier Liability One Net is not responsible for any service failure caused by a Carrier or the Carrier's network, or for service problems associated with the Customer's end-user equipment. One Net's responsibility for the Connectivity Service applies only for that part of the service delivered by means of telecommunications systems exclusively operated and owned by One Net.

31.3 Carrier Service Failure Where a Connectivity Service failure is attributable to the Carrier's network or infrastructure, the Customer's sole remedy against One Net is the service credits described in Clause 28. One Net shall use reasonable efforts to escalate faults to the Carrier on the Customer's behalf and to communicate Carrier responses and timelines to the Customer.

31.4 Remediation If the Customer reasonably believes that One Net has failed to meet its obligations as reseller and facilitator under these Terms, such concerns must be raised in writing citing specific deficiencies. One Net shall investigate in good faith and, where justified, provide a remediation plan within ten (10) business days.

PART VI: COMMON TERMS

32. CHARGES, PAYMENTS AND FINANCIAL SECURITY

32.1 Payment Terms

One Net will provide the Customer with electronic invoices for all Services, Equipment, and other applicable fees, as follows:

32.1.1 Monthly Recurring Invoices Monthly recurring invoices in respect of Recurring Services, Equipment Lease Monthly Lease Amounts, and AR Lease Monthly Fees are issued at the last date of the preceding calendar month in respect of the current month's charges, meaning invoices are issued in advance. Each invoice shall be due and payable within the number of credit days specified on the applicable applicable Offer, calculated from the first day of the relevant month (not from the invoice date). Where an invoice is issued late, the due date shall be the later of: the expiry of the credit term calculated from the first day of the relevant month; or seven (7) days from the Customer's deemed receipt of the late-issued invoice. This Clause governs the invoicing timing and due date for Recurring Services, Equipment Lease Monthly Lease Amounts, and AR Lease Monthly Fees equally.

- Invoices shall be due and payable within the number of credit days specified on the applicable Offer, calculated from the first day of the relevant month.
- Where an invoice is issued late, the due date shall be the latest of: (i) the expiry of the credit term specified on the Offer, calculated from the first day of the relevant month; or (ii) seven (7) days from the Customer's deemed receipt of the late-issued invoice.

32.1.2 One-Off Invoices One-off invoices in respect of One-Off Sale (including Equipment, cabling, installation, and shipping) shall be issued upon delivery or completion of the relevant item or service. One-Off Sale invoices are due and payable within the credit term stated in the applicable Offer from the invoice date. No ETF applies to One-Off Sale items. Disputes in respect of One-Off Sale invoices shall be raised within fifteen (15) business days of the invoice date in accordance with the PDNF process under Clause 32.

32.1.3 Monthly Recurring Prepayment Where a credit term of zero (0) days is specified on the Offer, or where a credit term previously granted to the Customer is withdrawn by One Net in accordance with Clause 32.2, the Customer shall operate on a prepayment basis in respect of monthly recurring Services, Equipment Lease Monthly Lease Amounts, and AR Lease Monthly Fees. In such cases, the Customer shall deposit into One Net's designated bank account, no later than three (3) business days before the applicable monthly billing cut-off date (normally the last day of the calendar month), an amount equal to the invoice issued for the immediately preceding month, adjusted to reflect any changes in the Services going forward. One Net shall issue a prepayment notice to the Customer no later than five (5) business days prior to the due date, setting out the prepayment amount and the basis of any adjustment applied. Service delivery for the following month is conditional upon receipt of the prepayment in cleared funds by the due date. Where prepayment is not received by the due date, One Net reserves the right to suspend Services with effect from the applicable monthly billing cut-off date, in accordance with Clause 49. For the avoidance of doubt, the prepayment basis under this Clause 32.1.3 does not entitle the Customer to redirect the Equipment or Equipment and its associated Access Credentials to a third-party network. One Net's right to lock the Equipment under Clause 9.3 is suspended during the current prepaid period only and revives upon expiry of that period as set out in Clause 9.3.2.

32.1.4 General For the purposes of this Clause, an invoice shall be deemed received by the Customer on the next business day following transmission to the Customer's registered email address on record. Where no credit term is specified on the Offer, payment shall be due within the number of credit days specified on the invoice.

32.2 Credit Terms and Withdrawal

One Net may, at its reasonable discretion, grant the Customer a credit term as specified on the Offer. The granting of a credit term does not create an entitlement, and One Net reserves the right to withdraw or reduce a credit term at any time by giving the Customer not less than fourteen (14) days' written notice, without liability, in any of the following circumstances:

- the Customer has one or more invoices outstanding beyond their due date;
- the Customer has been subject to three (3) or more late payments within any rolling twelve (12) month period;
- One Net reasonably determines that the Customer's financial position has materially deteriorated, including but not limited to the commencement of insolvency proceedings, appointment of a receiver or administrator, or material adverse change in the Customer's creditworthiness;
- the Customer is in breach of any material obligation under these Terms or any Order; or
- One Net reasonably considers that the risk of non-payment has materially increased for any other reason.

Upon withdrawal of a credit term, all invoices issued and outstanding at the date of withdrawal, whether or not yet due, shall become immediately payable in full. The Customer shall simultaneously transition to prepayment in accordance with Clause 32.1.3 with effect from the date of withdrawal.

32.2.1 Threshold Note For clarity, the threshold for credit withdrawal under this Clause 32.2 (three or more late payments in any rolling twelve-month period) is distinct from the Event of Default trigger under Clause 33.1(a) (two or more late payments). Credit withdrawal is a commercial risk management measure; Event of Default is a contractual remedy with broader consequences.

32.3 Payment Method The Customer shall pay the Monthly Lease Amount or Service Fee to One Net by electronic funds transfer directly to the bank account designated by One Net in writing. The Customer is solely responsible for the costs of any electronic funds transfers.

32.4 No Set-Off or Deduction Unless expressly required by applicable law or priorly agreed in writing by One Net, the Customer shall pay all amounts due under this Contract in full without any deduction, withholding, counterclaim, abatement or set-off. Any dispute concerning an invoice or other amount shall be dealt with exclusively in accordance with Clause 32.12 and shall not entitle the Customer to delay payment of any undisputed amount.

32.5 Late Payment Interest A financial charge of one and a half percent (1.5%) per month shall apply to outstanding payments beyond the due date.

32.6 VAT and Taxes All payments under this Contract are exclusive of VAT and other applicable taxes, duties or similar charges, which shall be payable by the Customer at the rate and in the manner prescribed by law.

32.7 Customer Tax Liability The Customer shall be liable for all taxes, levies, duties, costs, withholdings, deductions, imposts, or charges of equivalent effect imposed on, or in respect of, the Equipment or Services under this Contract.

32.8 Import Costs Where One Net incurs any VAT, goods or services tax, or similar tax on the import of Equipment which One Net is not able to recover as an input tax credit ("Import Costs"), One Net shall invoice such Import Costs to the Customer in addition to any other financial obligations.

32.9 Service Charges and Fees All charges arising under the Contract for Services are exclusive of VAT and other applicable taxes, fees or duties, for which, if applicable, an amount will be added to the Customer's invoice.

32.10 Installation and Service Charges 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 Net's then-current standard prices unless pre-agreed in writing.

32.11 Service Suspension Right In the event of default on payment of any outstanding monies from the Customer to One Net, One Net reserves the right to temporarily suspend Service under the Contract until the outstanding balance is settled. Five (5) consecutive business days' written notice will be given prior to such Service suspension.

32.12 Financial Security If One Net determines, as a condition of entering into the Contract or at any time during the Term or any rolling monthly continuation period, that it would be commercially prudent to obtain financial security against the Customer failing to perform any of its obligations, One Net 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 Net, acting reasonably, deems appropriate. One Net shall not be liable for any delay in performance arising from the Customer's failure to furnish such security.

32.12.1 Failure by the Customer to provide such financial security within the time period stipulated by One Net shall be deemed a material breach of the Customer's obligations under the Contract.

32.13 Invoice Disputes Where the Customer disputes any invoice issued by One Net, the Customer shall notify One Net in writing within thirty (30) business days of the invoice date, specifying: (i) the invoice reference number; (ii) the amount disputed; and (iii) the grounds for the dispute with reasonable supporting detail. One Net shall review the disputed amount in accordance with its internal Possible Dispute Notification Form (PDNF) process and shall respond to the Customer in writing within ten (10) business days of receiving a valid dispute notification. Submission of a dispute notification does not suspend the Customer's obligation to pay all undisputed amounts by the applicable due date. Where a dispute is resolved in the Customer's favour, One Net shall issue a credit note or corrected invoice within five (5) business days of resolution. Where a dispute is not notified within thirty (30) business days of the invoice date, the invoice shall be deemed accepted by the Customer.

32.14 Recovery of Collection Costs Where the Customer fails to pay any sum by the due date — whether arising from a monthly recurring invoice (in respect of Services or Equipment Lease Monthly Lease Amounts), a One-Off Sale invoice, an ETF invoice, a recovery of costs invoice, or any other charge due under these Terms and Conditions — and One Net incurs costs in recovering or attempting to recover that overdue amount, the Customer shall indemnify One Net in full on demand for all reasonable costs so incurred, including without limitation: (i) actual legal costs incurred, including solicitors' fees and disbursements; (ii) debt collection agency fees; (iii) court filing fees and enforcement costs; and (iv) any other out-of-pocket expenses reasonably and directly attributable to the collection of the overdue sum. All such costs shall be immediately payable on demand and shall not be subject to any credit period. For the avoidance of doubt, this Clause 32.13 applies to all invoice types issued by One Net under this Contract, during the Term and any rolling monthly continuation period, and is without prejudice to One Net's right to recover costs under Clause 41 following termination.

33. EVENTS OF DEFAULT

33.1 Events of Default Each of the following shall constitute an Event of Default by the Customer under these Terms:

33.1.1 Payment Default the Customer fails to pay any sum due by the due date and such failure is not remedied within five (5) business days of written notice from One Net; or the Customer has been subject to two (2) or more late payments within any rolling twelve (12) month period, irrespective of whether such amounts have since been settled.

33.1.2 Prepayment Default the Customer fails to deposit the prepayment amount required under Clause 32.1.3 in cleared funds by the applicable due date.

33.1.3 Insolvency and Financial Distress the Customer becomes insolvent, is unable to pay its debts as they fall due, or admits inability to do so; a receiver, administrator, liquidator, trustee, or similar officer is appointed over all or any material part of the Customer's assets or undertaking; the Customer enters into any voluntary arrangement, composition, moratorium, or restructuring with its creditors generally; any distress, execution, attachment, or other enforcement process is levied against the Customer's assets and is not discharged or stayed within fourteen (14) days; or any resolution is passed, petition presented, or order made for the winding-up, dissolution, or administration of the Customer, other than for the purposes of a solvent reconstruction previously notified to One Net in writing.

33.1.4 Sanctions the Customer, any of its directors, officers, shareholders, beneficial owners, or any vessel operated by or on behalf of the Customer becomes the subject of, or is designated under, any applicable sanctions regime, including but not limited to those administered or enforced by the United Nations Security Council, the European Union, OFAC, His Majesty's Treasury (HMT), or any other competent sanctions authority; the Customer requests One Net to provide Services or deliver Equipment to any sanctioned country, territory, port, vessel, or person; or continued performance would, in One Net's reasonable opinion, expose One Net or any of its affiliates, group companies, partners, or suppliers to any sanction, penalty, restriction, or prohibition under applicable law.

33.1.5 Material Breach the Customer commits a material breach of any obligation under these Terms or any Order and, where such breach is capable of remedy, fails to remedy it within fourteen (14) days of written notice from One Net; or the Customer commits the same or a substantially similar breach on two (2) or more occasions within any rolling twelve (12) month period.

33.1.6 Misrepresentation any representation, warranty, declaration, or statement made or given by the Customer in connection with these Terms, any Order, or any Offer is found to be materially false, misleading, or incomplete at the time it was made.

33.1.7 Change of Control the Customer undergoes a change of control, beneficial ownership, or senior management that One Net reasonably considers materially adverse to its commercial interests or risk exposure, and the Customer fails to notify One Net of such change in writing within fourteen (14) days of it occurring.

33.1.8 Regulatory and Legal the Customer loses, surrenders, or fails to maintain any licence, permit, certification, authorisation, or regulatory approval required for it to lawfully receive the Services or operate the vessels to which the Services are provided; or the Customer uses or permits the Services to be used in connection with any activity that is unlawful under applicable law or regulation.

33.1.9 Abandonment the Customer ceases or threatens to cease to carry on all or a material part of its business operations to which the Services relate.

33.1.10 Cross-Default an Event of Default occurs under any other Order, contract, or arrangement between the Customer and One Net or any affiliate of One Net, whether or not formally declared or notified; or the Customer is in default under any material agreement with a third party where One Net reasonably determines that such default materially affects the Customer's ability to meet its financial or operational obligations under these Terms.

33.1.11 Obligation to Notify The Customer shall notify One Net in writing as soon as reasonably practicable upon becoming aware of any circumstance that has occurred or is reasonably likely to occur that constitutes, or may constitute, an Event of Default.

33.2 Consequences of an Event of Default Upon the occurrence of an Event of Default, One Net may, at its sole discretion and without incurring any liability to the Customer, take any one or more of the following actions by written notice to the Customer: (i) suspend the provision of all or any part of the Services under any or all Orders with immediate effect; (ii) withdraw any credit term granted to the Customer under Clause 32.2, whereupon all outstanding invoices across all Orders, whether or not yet due, shall become immediately payable in full; (iii) require the Customer to transition immediately to prepayment in accordance with Clause 32.1.3; (iv) retain any prepayment amounts held and apply them against any outstanding or accelerated sums due; (v) terminate these Terms and any or all Orders with immediate effect; and (vi) exercise any other right or remedy available to it under these Terms, at law, or in equity. For the avoidance of doubt, the occurrence of an Event of Default under any one Order shall automatically constitute an Event of Default under all other Orders and arrangements between the Customer and One Net.

33.3 Sanctions: No Notice Required Notwithstanding any other provision of this Clause 33, in the case of an Event of Default arising under Clause 33.1(d), One Net shall be entitled to suspend or terminate with immediate effect and without prior notice to the Customer, where the giving of such notice would itself constitute a breach of, or expose One Net to liability under, any applicable sanctions law or regulation.

33.4 Cumulative Remedies The rights and remedies of One Net set out in this Clause 33 are cumulative and are in addition to, and do not exclude or limit, any other rights or remedies available to One Net under these Terms, at law, or in equity. No failure or delay by One Net in exercising any right or remedy shall constitute a waiver of that right or remedy.

34. FUNDAMENTAL OBLIGATIONS

34.1 One Net's Service Obligations One Net agrees to provide the Customer with the Service and/or Equipment as described in the applicable Offer in accordance with the provisions herein.

34.2 Term and Pricing Interdependence The Customer recognises and acknowledges that the prices specified in the applicable Offer are only possible in conjunction with the length of the Term and that pricing rates may change with changes to the Term. This applies equally to all Service subscriptions under this Contract.

34.3 Availability of Service Subject to the Contract (including the performance and observance by the Customer of its obligations hereunder), One Net shall from the Activation Date, and at all times thereafter during the Term and any rolling monthly continuation period, make the Portal Access available to the Customer on a 24-hour basis.

34.4 Service-Specific Support Entitlements Support for all Services is delivered through the tier structure and response time targets defined in Clause 1.1, 17.1 and 18, respectively. The following service-specific provisions apply in addition to that general framework.

34.4.1 abela IT Service Support for the abela IT Service is provided across all three tiers as defined in Clause 1.1, 17.1 and 18, respectively. The Customer's support plan is specified in the applicable Offer. On-Hold Time as defined in Clause 1.1 is excluded from all response time measurements.

34.4.2 Sentrify Cybersecurity Service Support for the Sentrify Service is delivered through the SOC and IRT as defined in Clause 1.4. The general tier structure in Clause 1.1 applies to fault reporting and standard ticket management. Sentrify-specific response times and escalation procedures are governed by the Sentrify SLA; where the Sentrify SLA specifies a response time for a given ticket type, that time prevails over the general targets in Clause 18. On-Hold Time as defined in Clause 1.1 is excluded from all response time measurements.

34.4.3 Connectivity Service Support for Connectivity Services is provided through all three tiers as defined in Clause 1.1. Fault escalation to Carriers is included within One Net's support obligations at no additional charge; Carrier response times are outside One Net's control and On-Hold Time accrued while awaiting Carrier response is excluded from all response time measurements. Service credits for Connectivity Services are governed by Clause 28 and not by Clause 15.

34.4.4 Land-Based Customers For Land-Based Customers, all support entitlements under Clauses 34.4.1 to 34.4.3 apply on a per-Site or per-unit basis as set out in Clause 65 of Part VII.

34.5 Pricing Review Rights One Net reserves the right to conduct periodic pricing reviews for Services and Hardware. Full pricing review terms, including caps, notice periods, and the Customer's right to terminate in response to excessive increases, are set out in Clause 48.

34.6 Customer's Equipment and Service Obligations The Customer shall at all times comply with the requirements directed by One Net for the Equipment installation (if applicable) and shall utilise the Service and Equipment in accordance with the terms and conditions of the Contract.

34.7 Service Modifications If One Net 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.

34.8 Maintenance and Testing 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 operation of the Service. All maintenance and repair activities shall be carried out by technicians approved by One Net. In the event that One Net does not have available technicians, a viable solution shall be found within forty-eight (48) hours.

34.9 Customer's Premises Obligations The Customer's responsibilities under this Clause 34 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 Net at the Premises), to enable One Net to provide the Service.

35. FAULT REPORTING AND REPAIR

35.1 Fault Reporting The Customer shall report a fault in the Equipment or Service by contacting One Net's customer support through: (a) Telephone: +357 25828999; (b) Email: support@onenet.group; or (c) instant messaging or live chat options provided by One Net. At the time of reporting, the Customer must provide One Net with a contact name and telephone number. All faults will be registered by One Net based on a written report from the Customer through any of the supported communication channels.

35.2 First Response One Net will respond by providing assistance by telephone, email, or instant messaging including advice, where appropriate, as to tests and checks to be carried out by the Customer and/or carrying out diagnostic checks from One Net's facilities. First Response is measured from the moment: (a) an email is delivered to One Net's customer support mailbox or ticketing system; (b) a message is sent to One Net's instant messaging number; or (c) in the case of live chat, from the moment a message is sent to One Net's live chat platform. A customer support agent will reply according to the SLA.

35.3 Repair and Replacement Costs One Net may, at its discretion, provide replacement parts as necessary to repair faulty Equipment. In most cases, the Customer must return the Equipment to One Net for repair and replacement. Replacement equipment may be new, used, or refurbished. The repair and replacement of equipment and parts are chargeable to the Customer unless covered by the warranty policies set forth herein. Shipping costs are the Customer's responsibility. One Net reserves the right to charge the Customer for repair and replacement costs if the fault arises due to the Customer's failure to safeguard and/or maintain the Equipment in accordance with One Net's instructions.

36. LIMITATION ON USE

36.1 Unlawful Use Prohibition The Customer shall not use the Equipment or Service for any unlawful, abusive, indecent, defamatory, offensive or fraudulent purpose, including without limitation using the Equipment or Service in a way that interferes with One Net's ability to provide services to its other customers.

36.2 Export Compliance The Customer shall comply with all government export laws and regulations applicable to the use of the Equipment and Services.

36.3 Data Protection Compliance The Customer shall comply with all relevant data protection legislation and obtain all registrations under relevant data protection legislation.

36.4 Authorised Users Following the Activation Date, it is the Customer's sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured and that only authorised users are permitted access to the Equipment.

36.5 Licence Compliance All use of the Equipment and Service 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 Equipment and Service are being used.

36.6 Service Degradation The Customer understands and agrees that failure to abide by the provisions in this Clause 36 will result in poor quality and degradation of Service.

36.7 Service Suspension for Breach If the Customer is in breach of any of the conditions mentioned in this Clause 36, One Net may terminate or temporarily suspend supply of the Service by giving written notice to the Customer. One Net can refuse to restore the Service until it receives an acceptable assurance from the Customer that there will be no further breach(es).

36.8 Other Rights Preserved One Net's rights under this Clause 36 do not prejudice any other rights of One Net under the Contract.

37. LIMITATION OF LIABILITY

37.1 Liability Cap — Equipment Lease Subject to Clauses 37.4 and 37.5, One Net's maximum aggregate liability to the Customer arising out of or in connection with this Contract and all Equipment Leases entered into pursuant hereto, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall in no event exceed twelve (12) times the monthly rental fees payable under the relevant Equipment Lease in the twelve (12) months preceding the event giving rise to the claim. Claims must be brought within twelve (12) months of the event giving rise to the claim. Nothing in this Clause 37.1 limits the Customer's obligation to pay any Monthly Lease Amount, AR Lease Monthly Fee, ETF, cancellation charge, or other sum due to One Net under this Contract, nor the Customer's indemnification obligations under Clause 38.1. The cap in this Clause 37.1 shall not apply in cases where the relevant loss resulted directly from One Net's deliberate act or omission committed with intent to cause such loss, or committed recklessly and with knowledge that such loss would probably result.

37.2 Liability Cap — Recurring Services One Net's entire liability to the Customer in respect of the subject matter of the Contract, whether arising in contract, tort, negligence, misrepresentation, or 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 giving rise to the liability first arose, and One Net's maximum liability for any series of events shall not exceed the fees duly paid by the Customer to One Net in the previous six (6) months. Claims must be brought within twelve (12) months of the event giving rise to the claim.

37.3 Connectivity Service Carrier Exclusion Notwithstanding any other provision of this Clause 37, One Net has no liability whatsoever for failure, degradation, interruption, or unavailability of any Carrier network or Carrier service. The Customer's sole remedy for Carrier network failure is through the applicable Carrier's service credits scheme in accordance with Clause 28. This exclusion applies regardless of the basis of liability and is not subject to the caps in Clauses 37.1 or 37.2.

37.4 Excluded Liability Nothing in this Contract shall operate to exclude or limit either party's liability for: (i) death or personal injury caused by its own negligence; (ii) fraud or fraudulent misrepresentation; (iii) the Customer's obligation to pay any sum due under this Contract (including Monthly Lease Amounts, AR Lease Monthly Fees, Service Fees, ETFs, cancellation charges, and indemnification payments); (iv) either Party's indemnification obligations under Clauses 38.1 and 38.2 or any other express indemnity given in this Contract; (v) breach of Clause 50 (Confidentiality, Data Protection and International Transfers); (vi) breach of Clause 51 (Anti-Bribery, Anti-Corruption and Sanctions) or Clause 52 (Compliance with Export Regulations); or (vii) any other liability which cannot be lawfully excluded or limited.

37.5 Excluded Damages Subject to Clause 37.4 and to the maximum extent permitted by law, neither party shall be liable to the other for any: loss of profit, loss of business or business opportunity, loss of anticipated saving, loss of goodwill or reputation, or any indirect or consequential loss or damage under or in connection with this Contract. For the avoidance of doubt, the exclusion of loss of profit in this Clause 37.5 does not limit One Net's right to recover any Monthly Lease Amount, AR Lease Monthly Fee, Service Fee, ETF, cancellation charge under Clause 48.10, or any other express liquidated-damages or debt sum due under this Contract, all of which are recoverable as debts and not as damages for loss of profit.

37.6 Exclusion of Other Warranties Except as set out in this Contract, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including without limitation the Equipment) provided by either Party are excluded to the fullest extent permitted by law.

37.7 Limitation on Third Party Services One Net's responsibility for the Service applies only for that part of the Service that is provided by means of information technology systems exclusively operated and owned by One Net. One Net is not responsible for any service failure caused by any third party outside of the Equipment or Remote Management Tools/Agent Software.

37.8 Duty to Mitigate Each Party shall take all reasonable steps to mitigate any loss, damage, liability or expense arising from any breach of this Contract. One Net shall not be liable for any loss to the extent that such loss could reasonably have been avoided or mitigated by the Customer.

38. INDEMNITY

38.1 Customer Indemnity The Customer shall indemnify, defend and hold harmless One Net, its affiliates, officers, directors, employees and agents from and against any and all losses, costs, charges, damages, liabilities, judgments, settlements and/or expenses (including without limitation reasonable legal and professional fees) incurred or suffered by One Net as a result of any claim, demand, action or proceeding brought by a third party to the extent arising or alleged to have arisen from the Customer's negligence, wilful misconduct or breach of any provision of this Contract, subject to One Net's obligation to notify the Customer promptly and to allow the Customer to participate in the defence of any such claim.

38.2 One Net IP Infringement Indemnity Subject to Clauses 38.3 and 38.4, One Net shall indemnify, defend and hold harmless the Customer from and against any third-party claim that the Customer's use of the Equipment, Remote Management Tools, Agent Software, or Services as supplied by One Net and used in accordance with this Contract infringes the intellectual property rights of that third party in the United Kingdom, European Economic Area, or United States (the "Indemnified Territories"). One Net's liability under this Clause 38.2 is capped at the amount specified in Clause 37.1 (for Equipment) or Clause 37.2 (for Services), as applicable to the infringing item.

38.3 IP Indemnity Carve-Outs One Net has no obligation under Clause 38.2 to the extent a claim arises from: (a) any modification of the Equipment, Remote Management Tools, Agent Software, or Services by anyone other than One Net or its authorised personnel; (b) use of the Equipment or Services in combination with hardware, software, data, or services not supplied or approved by One Net, where the infringement would not have arisen but for such combination; (c) use of the Equipment or Services other than in accordance with this Contract or One Net's written instructions; (d) the Customer's continued use of an allegedly infringing item after One Net has notified the Customer to stop or provided a non-infringing replacement; or (e) compliance by One Net with the Customer's specifications, designs, or instructions.

38.4 One Net's Remedies If any Equipment or Service is, or in One Net's reasonable opinion is likely to become, the subject of an infringement claim, One Net may at its option and expense: (a) procure for the Customer the right to continue using the affected item; (b) modify or replace the affected item so that it becomes non-infringing while remaining functionally equivalent in all material respects; or (c) where (a) and (b) are not commercially reasonable, terminate the affected Offer on written notice and refund any prepaid fees attributable to the period after termination, together with the unamortised portion of any one-off charges paid for the affected item. The remedies in this Clause 38.4, together with the indemnity in Clause 38.2 (subject to the cap and carve-outs), are the Customer's sole and exclusive remedy for any third-party claim that any Equipment or Service infringes intellectual property rights.

38.5 Indemnity Procedure The party seeking indemnification under this Clause 38 shall: (a) notify the indemnifying party promptly in writing of the claim; (b) give the indemnifying party sole control of the defence and settlement of the claim, provided that no settlement that imposes any non-monetary obligation on the indemnified party shall be made without that party's prior written consent (not to be unreasonably withheld); and (c) provide reasonable cooperation in the defence at the indemnifying party's cost.

39. REPRESENTATIONS

The Customer represents that:

39.1 It has the power to enter into this Contract, and any related Order Forms, and to exercise its rights and perform its obligations hereunder.

39.2 All corporate and other action required to be done, fulfilled and performed in order to enable it to lawfully enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Contract, to ensure that such obligations are legal, valid and binding, and to make this Contract admissible in evidence in its jurisdiction of incorporation, have been done, fulfilled and performed.

39.3 The obligations expressed to be assumed by it in this Contract are legal and valid obligations binding on it in accordance with the terms hereof.

39.4 No Insolvency Event No insolvency event has occurred in respect of the Customer that is continuing as at the date of this Contract or any Offer, and the Customer is not aware of any circumstances likely to give rise to such an event.

39.5 Accuracy of Information All information provided by the Customer to One Net in connection with this Contract and any Offer (including credit, sanctions, beneficial-ownership, and operational information) is true, accurate and complete in all material respects as at the date provided and is not misleading.

39.6 Signatory Authority Each individual signing this Contract or any Offer on behalf of the Customer has been duly authorised to do so and the Customer is bound by their signature.

39.7 Sanctions and PEP Status Neither the Customer nor any of its directors, officers, beneficial owners (holding 25% or more), affiliates, or representatives involved in the performance of this Contract is a Sanctioned Person or a politically exposed person whose involvement would cause One Net to be in breach of any applicable anti-bribery or sanctions law by entering into or performing this Contract.

39.8 Repetition Each representation in this Clause 39 is given as at the date of this Contract and is deemed repeated as at the date of each Offer accepted by the Customer.

40. TERMINATION

40.1 Scope of Termination For the purposes of this Clause, termination of the Contract or Equipment Lease refers to termination on a vessel-by-vessel basis or for an entire fleet of vessels, as applicable. For Land-Based Customers, the scope of termination is as set out in Clause 66 of Part VII.

40.2 Grounds for Termination Either party will be entitled to terminate the Contract in the event that:

40.2.1 Material Breach One party is in material breach of any term of the Contract and fails to remedy the breach within thirty (30) consecutive days of notice of the breach or, where the breach is incapable of remedy, immediately upon written notice to the breaching party.

40.2.2 Insolvency 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.

40.3 Termination Notice The termination notice obligations in this Clause apply to Equipment Leases and Recurring Services. One-Off Sale are not subject to ETF and no termination notice is required for One-Off Sale. The Customer shall notify One Net in writing of any intended early termination within a reasonable time prior to the intended exit date, specifying the Offer reference, the vessel name or Site identifier, and the intended exit date. Notice shall be submitted in writing to the Customer's Commercial Account Manager (CAM) and sales@onenet.group. Upon receipt of a valid termination notice, One Net shall issue an ETF Calculation Notice to the Customer within three (3) business days, calculated in accordance with Clause Early Termination Fees – Equipment Lease or Clause Early Termination Fee - Recurring Services as applicable, and determined in accordance with One Net's internal Contract Exit or Change (CEoC) process. Failure to provide prior written notice does not reduce or extinguish the Customer's liability for the ETF. Where One Net becomes aware of an early exit through means other than written notice from the Customer, One Net shall calculate the ETF from the date of actual exit and invoice accordingly.

40.4 Rolling Monthly Continuation Termination Where either Party terminates a Recurring Service during rolling monthly continuation following natural expiry of the Term, thirty (30) days' written notice to the other Party is required. No ETF applies and the CEoC process shall not be initiated. The final invoice shall be governed by Clause 7.3.

40.5 EARLY TERMINATION FEES — EQUIPMENT LEASE

40.5.1 ETF Calculation This Clause applies to Equipment Leases only. In case of early exit by the Customer before the expiration of the Term, the Customer shall pay to One Net, by way of agreed compensation, an Early Termination Fee (ETF) equal to the sum of the remaining monthly amounts for the unexpired portion of the Term. For Standard Leases, the monthly amount is the Monthly Lease Amount. For AR Leases, the monthly amount is the AR Lease Monthly Fee. The ETF shall be due and payable within thirty (30) days of the termination date. The Parties acknowledge that the ETF set out in this Clause 40.5 is a genuine pre-estimate of One Net's loss and is necessary to protect One Net's legitimate interest in the recovery of equipment funding, vendor commitments, and provisioning costs incurred on the basis of the Term, and is not a penalty.

40.5.2 ETF During Additional Term Where a Customer exits an Equipment Lease during the Additional Term, the ETF shall be equal to the Monthly Lease Amount multiplied by the number of whole months remaining in the Additional Term at the date of exit.

40.5.3 ETF Waivers - Equipment Lease The ETF will be waived when:

40.5.3.1 Vessel Sale The lease remaining Term is rolled over to the new buyer (owner or manager) in the case of sale of the vessel, subject to credit and sanction clearance by One Net. One Net will allow three (3) months suspension to arrange the transfer. All costs and expenses related to the transfer, shipment, and transportation of the Hardware, including freight charges, customs duties, taxes, insurance, and handling fees, shall be borne exclusively by the Customer. Should more time be required, the Parties may discuss in good faith on a case-by-case basis. Where the proposed new buyer or receiving entity fails credit or sanction clearance, the ETF waiver shall not apply and the full ETF shall become payable within five (5) business days of One Net notifying the Customer of the failed clearance. For Land-Based Customers, the equivalent ETF waiver provisions are set out in Clause 66 of Part VII.

40.5.3.2 Fleet Rollover The lease remaining Term is rolled over to another vessel of the fleet (if applicable). Reconfiguration fee to be mutually agreed. One Net will allow three (3) months suspension to arrange the transfer. All costs and expenses related to the transfer of the Hardware shall be borne exclusively by the Customer. Should more time be required, the Parties may discuss in good faith on a case-by-case basis. For Land-Based Customers, the equivalent ETF waiver provisions are set out in Clause 66 of Part VII.

40.6 EARLY TERMINATION FEES — RECURRING SERVICES

40.6.1 ETF Calculation In case of early exit by the Customer before the expiration of the Term, the following ETF will apply: One Net shall issue an ETF Calculation Notice and ETF invoice to the Customer within three (3) business days of receiving the Customer's termination notice, determined in accordance with One Net's internal Contract Exit or Change (CEoC) process. The Parties acknowledge that the ETFs set out in this Clause 40.6 are a genuine pre-estimate of One Net's loss arising from early termination of a Recurring Service (including unrecovered onboarding and provisioning costs, committed network capacity, and the cost of carrier and supplier commitments entered into on the basis of the Term), and are not a penalty.

- If a Customer terminates the Contract for a vessel or Site before completing twelve (12) months of service, the ETF shall equal the fees for the remaining months of the initial twelve-month period, plus an additional three (3) months' fees, resulting in a minimum ETF equivalent to fifteen (15) months of service. The fee calculation shall be based on the prevailing monthly rate at the time of termination.
- For terminations of a vessel or Site occurring between months 13 and beyond, the ETF shall be equal to three (3) months' fees.

40.6.2 ETF Waivers - Services The ETF will be waived when:

40.6.2.1 Vessel Sale The remaining Term is rolled over to the new buyer (owner or manager) in the case of sale of the vessel, at the discretion of One Net and subject to credit and sanction clearance. One Net will allow three (3) months suspension to arrange the transfer. Should more time be required, the Parties may discuss in good faith on a case-by-case basis. Where the proposed new buyer or receiving entity fails credit or sanction clearance, the ETF waiver shall not apply and the full ETF shall become payable within five (5) business days of One Net notifying the Customer of the failed clearance.

40.6.2.2 Fleet Rollover The remaining Term is rolled over to another vessel of the fleet (if applicable). One Net will allow three (3) months suspension to arrange the transfer. Should additional time be required, the Parties may discuss in good faith on a case-by-case basis. For Land-Based Customers, the equivalent ETF waiver provisions are set out in Clause 66 of Part VII.

40.7 Immediate Termination by One Net Without affecting any other right or remedy available to it, One Net may terminate the Contract with immediate effect by giving written notice to the Customer if:

40.7.1 Payment Default The Customer fails to pay on two (2) or more occasions any amount due under the Contract on the due date for payment and remains in default not less than thirty (30) days after being notified of such default, where such failure to pay shall be considered a material breach of this Contract. This Clause 40.6.1 operates in addition to, and does not replace or limit, One Net's rights upon an Event of Default under Clause 33.

40.7.2 Other Material Breach The Customer commits a material breach of any other term of the Contract that is not capable of remedy or (if capable of remedy) fails to remedy such material breach within a period of thirty (30) days after being notified to do so.

40.8 Automatic Termination for Equipment Lease An Equipment Lease shall automatically terminate if, in One Net's reasonable opinion, the Equipment subject to the Equipment Lease is damaged beyond repair, lost, stolen, seized, or confiscated. In such cases, the Customer shall pay the remaining lease period. The amount payable shall be calculated as the Monthly Lease Amount multiplied by the number of whole months remaining in the Term at the date of the loss event, unless the Customer's insurance proceeds are sufficient to discharge this obligation in full, in which case the insurance proceeds shall be applied first.

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

41. CONSEQUENCES OF TERMINATION

41.1 Termination Effects Upon termination of this Contract and/or an Equipment Lease, however caused:

41.1.1 Recovery of Equipment One Net's consent to the Customer's possession of the Equipment shall terminate and One Net may, by its authorised representatives, at the Customer's expense, retake possession of the Equipment, the Customer granting access to the vessel without hindrance.

41.1.2 Outstanding Payments and Costs Without prejudice to any other rights or remedies of One Net, the Customer shall pay to One Net on demand: (i) all outstanding Monthly Lease Amounts (or Service Fees) and other sums due but unpaid at the date of such demand together with any interest accrued; and (ii) any costs and expenses reasonably incurred by One Net in recovering the Equipment and/or in collecting any sums due under this Contract, including but not limited to any de-installation, travel, labour, storage, insurance, repair, transport, and if applicable any reasonably incurred legal costs. ETF invoices issued under shall be due and payable within five (5) business days of the invoice date. No further credit period applies to ETF invoices. Late payment interest at one and a half percent (1.5%) per month shall apply to any ETF amount not settled in full by the fifth business day following the invoice date, accruing daily on the outstanding balance until full settlement.

41.2 Survival Clauses relating to payment obligations, confidentiality, intellectual property, indemnities, limitation of liability, dispute resolution, governing law and all provisions which by their nature are intended to survive termination shall continue in full force notwithstanding expiry or termination of the Contract.

42. INSURANCE REQUIREMENTS

42.1 Mandatory Insurance The Customer shall, at its own cost, maintain throughout the Term, any Additional Term, and any period of rolling monthly continuation under these Terms and Conditions the following minimum insurance cover: (a) where the Customer has entered into an Equipment Lease: all-risks equipment insurance covering the leased Equipment for its full replacement value, with One Net named as loss payee; (b) third-party liability insurance (including P&I cover where applicable) at a minimum of US$1,000,000 per occurrence, with One Net named as additional insured; and (c) any further insurance that One Net reasonably requires in writing, provided that One Net gives the Customer not less than sixty (60) days' written notice before any new or increased requirement takes effect in respect of any live Contract. The applicable insurance requirements for Land-Based Customers are as set out in Part VI in addition to the requirements of this Clause.

42.2 Loss Payee and Additional Insured One Net shall be named as loss payee and additional insured on all insurance policies. The Customer shall ensure that any loss or claim arising in connection with the Equipment is promptly notified to the insurer and to One Net.

42.3 Evidence of Insurance The Customer shall provide One Net with certificates of insurance and evidence of renewal upon request and shall not allow any relevant insurance policy to lapse throughout the period for which insurance is required under Clause 42.1.

42.4 Failure to Insure If the Customer fails to maintain the required insurance, One Net may, at its option, arrange such insurance at the Customer's expense and invoice the Customer accordingly.

43. STORAGE FEES

Where the Customer delays the dispatch or collection of Equipment beyond the grace period specified in the Offer (or, where no period is specified, beyond ten (10) business days from the date One Net notifies the Customer that the Equipment is ready for dispatch), One Net reserves the right to charge storage fees at the rate specified in the Offer or, if not specified, at One Net's then-current standard rate. Storage fees will accrue from the expiry of the grace period until the Equipment is collected or dispatched.

44. SUPPLIER HEALTH-CHECK AND INSPECTION COSTS

Where a manufacturer or upstream supplier charges a health-check fee, inspection fee, or diagnostic fee before accepting returned Equipment for warranty assessment, such costs shall be passed through to the Customer. One Net shall notify the Customer of any such costs prior to proceeding, and the Customer's written authorisation shall be required before One Net incurs the fee on the Customer's behalf.

45. END-OF-LEASE EQUIPMENT DISPOSAL

Equipment that has been fully paid off or legally purchased by the Customer at the end of the Term need not be returned to One Net. Where a Customer erroneously returns Equipment that is not subject to a return obligation, One Net reserves the right to charge all customs, handling, storage, and disposal costs to the Customer.

46. INTELLECTUAL PROPERTY

46.1 All intellectual property rights in software, firmware, documentation, and systems provided by One Net in connection with the Services shall remain the exclusive property of One Net or its licensors. The Customer is granted a limited, non-exclusive, non-transferable licence to use such intellectual property solely for the purpose of receiving the Services during the Term.

46.2 The Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of any software or firmware provided by One Net.

46.3 The Customer shall promptly notify One Net if it becomes aware of any actual or suspected infringement of One Net's intellectual property rights.

46.4 Benchmarking The Customer shall not publish or disclose the results of any benchmarking, performance comparison or competitive evaluation relating to the Equipment or Services without One Net's prior written consent.

47. SERVICE CREDITS: SET-OFF RIGHTS

47.1 One Net's Set-Off Right One Net shall have the right to set off any amounts owed by the Customer under this Contract (including outstanding invoices, unpaid service fees, or charges for additional services) against any credits, refunds, or payments that One Net may owe to the Customer (including outage credits under Clauses 15 and 24, or overpayments).

47.2 Customer's Set-Off Right The Customer shall have the right to set off any credits earned under this Contract that One Net has confirmed in writing or that have been determined in accordance with Clause 58 against invoiced amounts owed to One Net, provided that the Customer provides written notice to One Net at the time of the set-off, specifying the amount, period, and basis for the credit being applied. Pending such confirmation or determination, the Customer shall pay invoiced amounts in full and may pursue any disputed credit through the dispute resolution procedure in Clause 58.

47.3 Procedure Any set-off shall be accompanied by written notice specifying the amount to be set off and the basis therefor. If the other party disputes the set-off, the dispute shall be resolved in accordance with Clause 58. Where the dispute relates to an invoiced amount, the PDNF process under Clause 32 shall be initiated first. Where the set-off relates to a disputed invoice amount, One Net shall initiate its internal Possible Dispute Notification Form (PDNF) process upon receipt of the Customer's set-off notice, in accordance with Clause 32.

48. PRICING REVIEW RIGHTS

A — PERIODIC PRICING REVIEWS (Clauses 48.1–48.5) — applies to live recurring fees during the Term

48.1 Service Fee Reviews This sub-clause applies to Recurring Services only. Unless the Parties agree otherwise in writing, One Net reserves the right to conduct pricing reviews for Recurring Service Fees every twelve (12) calendar months. Service Fee increases shall be capped at the greater of: (i) the published increase in the relevant Consumer Price Index (CPI) for the jurisdiction of the Offer; or (ii) five percent (5%).

48.2 Equipment Pricing Reviews This sub-clause applies to Equipment Leases only. Equipment pricing reviews shall be capped at the greater of: (i) the published increase in manufacturer's list prices for equivalent equipment plus five percent (5%); or (ii) five percent (5%).

48.3 Notice of Price Increases One Net shall provide the Customer with at least sixty (60) days' advance written notice of any proposed Service Fee or Equipment price increase, including the effective date, the percentage increase and new pricing, and the basis for the increase.

48.4 Customer's Right to Terminate If a proposed price increase exceeds the cap specified in Clause 48.1 (Service Fee Reviews) or Clause 48.2 (Equipment Pricing Reviews), the Customer may terminate the affected Contract without incurring an ETF by providing written notice within thirty (30) days of receiving One Net's price increase notice. Termination shall be effective on the date the price increase would have taken effect.

48.5 No Price Increase During First Year Notwithstanding anything to the contrary, no Service Fee or Equipment price increase shall be applied during the first twelve (12) months of the Term, except to reflect changes in taxes, duties, or regulatory fees outside of One Net's control.

B — HARDWARE PRICE PROTECTION: SPOT PROCUREMENT (Clauses 48.6–48.7) — applies where hardware is procured on a per-Offer basis without a Forward Delivery Schedule under Clause 48.8

48.6 Hardware Quote Validity Hardware prices stated in the Offer reflect manufacturer or distributor pricing at the date the Offer is issued. The Offer is the binding pre-signature pricing document; any informal pricing indication provided before the Offer carries no contractual effect. Where a Quote Validity Period is specified in the Offer, that period applies; where no period is specified, the default is five (5) business days from the date of issue. One Net has no obligation to honour a stated price after the applicable validity period has expired. Within two (2) business days of receiving a valid acceptance from the Customer within the validity period, One Net shall issue an Order Confirmation containing the hardware specification, the Monthly Lease Amount, AR Lease Monthly Fee, or hardware purchase price (as applicable), the Term, and the expected delivery date. Where One Net confirms in the Offer that the hardware is available in stock, Clause 48.7 does not apply and One Net commits to supply at the stated price, provided the Customer accepts the Offer within the applicable validity period. This Clause 48.6 does not apply to hardware procured under a Forward Delivery Schedule as defined in Clause 48.8, where pricing is locked at MSA level.

48.7 Hardware Price Protection — Spot Pre-Procurement This Clause 48.7 applies to spot-procured hardware only (i.e. hardware not covered by a Forward Delivery Schedule under Clause 48.8). Hardware prices are subject to manufacturer or distributor price movements between the date One Net issues the Offer and the date One Net places its procurement order. The following applies to all spot line types: (a) Absorption. One Net shall absorb any manufacturer or distributor price increase of five percent (5%) or less and shall not pass this through to the Customer. (b) Notification. Where the price increase exceeds five percent (5%) above the price stated in the Offer, One Net shall notify the Customer in writing within five (5) business days of becoming aware of the excess. The notification shall state: (i) the Offer reference and vessel name or Site identifier; (ii) the hardware price in the Offer; (iii) the current manufacturer or distributor price and the date of that price; (iv) the percentage increase above the Offer price; and (v) the revised Monthly Lease Amount, revised AR Lease Monthly Fee, or revised hardware purchase price (as applicable). One Net may serve only one notification per Offer, consolidating all price movements into a single notice. (c) Customer's Election. Within ten (10) business days of receiving the notification, the Customer shall either: (i) accept the revised price, whereupon One Net shall issue a revised Offer for acceptance and proceed with procurement on receipt; or (ii) withdraw the Offer. If the Customer does not respond within ten (10) business days, the Offer is deemed withdrawn. In either case of withdrawal, the Offer is cancelled, no ETF applies, and neither Party has any further obligation under it. (d) No Additional Margin. The price increase passed through shall not exceed the actual net increase in the manufacturer's or distributor's published list price. One Net shall not apply any additional margin and shall provide documentary evidence on the Customer's written request.

C — MSA FORWARD DELIVERY SCHEDULES (Clauses 48.8–48.11) — applies where hardware delivery is scheduled under a Master Service Agreement with vendor back-to-back commitments

48.8 Forward Delivery Schedule Where One Net and the Customer have entered into a Master Service Agreement (MSA) that includes a schedule of hardware deliveries over a defined period (a "Forward Delivery Schedule"), the following provisions of Clauses 48.8 to 48.11 apply in place of Clauses 48.6 and 48.7 in respect of that hardware. A Forward Delivery Schedule shall specify: (a) the hardware specification and quantity for each delivery tranche; (b) the agreed delivery window for each tranche (which may span up to eighteen (18) months from the date of the MSA); (c) the hardware pricing applicable to each tranche, locked at the MSA signing date or as adjusted in accordance with Clause 48.11; and (d) One Net's back-to-back vendor commitment status for each tranche, which One Net shall confirm in writing to the Customer no later than ten (10) business days after placing the corresponding vendor order. Where One Net has confirmed its back-to-back vendor commitment for a tranche, that tranche is subject to the firm commitment obligations in Clause 48.9.

48.9 Customer's Firm Commitment Where One Net has confirmed a back-to-back vendor commitment for a Forward Delivery Schedule tranche under Clause 48.8(d), the Customer is irrevocably committed to accept delivery of that tranche and to pay the applicable Monthly Lease Amount, AR Lease Monthly Fee, or hardware purchase price on the terms of the applicable Offer or MSA (as applicable). The Customer's withdrawal right under Clause 48.7(c) does not apply to committed tranches under a Forward Delivery Schedule. The Customer acknowledges that One Net enters into binding vendor commitments on the basis of the Forward Delivery Schedule and that cancellation or deferral of a committed tranche causes direct and quantifiable loss to One Net. For the avoidance of doubt, the Customer's firm commitment under this Clause 48.9 arises from the combination of: (i) the signed MSA or Offer incorporating the Forward Delivery Schedule; and (ii) One Net's written confirmation of back-to-back vendor commitment under Clause 48.8(d). Until both conditions are satisfied, no firm commitment arises.

48.10 Cancellation and Deferral Charges Where the Customer cancels or requests deferral of a committed tranche after One Net has confirmed its back-to-back vendor commitment under Clause 48.8(d), the following applies: (a) Cancellation. If the Customer cancels a committed tranche, the Customer shall reimburse One Net in full for all vendor cancellation charges, restocking fees, holding costs, and any other direct costs reasonably and demonstrably incurred by One Net as a result of the cancellation. One Net shall provide the Customer with documentary evidence of such costs within fifteen (15) business days of the cancellation notice. Cancellation charges under this Clause 48.10(a) are payable as a One-Off charge in accordance with Clause 32.1.2 and are in addition to any ETF that may be payable on the related Equipment Lease if the cancellation also constitutes a termination of that lease. (b) Deferral. If the Customer requests deferral of a committed tranche to a later delivery window, One Net shall use reasonable endeavours to accommodate the request with its vendor, but is not obliged to do so. Where deferral is accommodated, any vendor holding or rescheduling charges shall be passed through to the Customer at cost with no additional margin. Where deferral cannot be accommodated, the Customer must either proceed with the original delivery window or treat the tranche as cancelled under Clause 48.10(a). (c) Force Majeure. Cancellation or deferral directly and solely caused by a Force Majeure event under Clause 53 shall not trigger cancellation charges under this Clause 48.10(a), provided that the Customer notifies One Net in writing as soon as reasonably practicable and the Parties cooperate in good faith to rearrange delivery.

48.11 Price Movements on Forward Delivery Schedules Hardware pricing locked under a Forward Delivery Schedule at MSA signing is subject to manufacturer or distributor price movements occurring between the MSA signing date and the date One Net places the vendor order for each tranche. The following applies: (a) Absorption. One Net shall absorb any manufacturer or distributor price increase of five percent (5%) or less above the MSA-locked price and shall not pass this through to the Customer. (b) Notification. Where the price increase exceeds five percent (5%) above the MSA-locked price, One Net shall notify the Customer in writing within five (5) business days of becoming aware of the excess, stating the same notification items as set out in Clause 48.7(b)(i)–(v). (c) Customer's Election — Forward Schedules. Within ten (10) business days of receiving the notification, the Customer shall elect to either: (i) accept the revised price, whereupon One Net shall issue a revised Offer or MSA schedule amendment reflecting the increase; or (ii) request a single deferral of the affected tranche of up to ninety (90) days, during which time One Net will monitor the manufacturer's pricing and notify the Customer of any movement. Where the price increase persists after the deferral period, the Customer must accept the revised price or treat the tranche as cancelled under Clause 48.10(a). The Customer may not withdraw from a committed tranche under a Forward Delivery Schedule without incurring cancellation charges under Clause 48.10(a), irrespective of the magnitude of the price increase. (d) No Additional Margin. The price increase passed through shall not exceed the actual net increase in the manufacturer's or distributor's published list price. One Net shall not apply any additional margin and shall provide documentary evidence on the Customer's written request.

D — EXPECTED DELIVERY (Clause 48.12) — applies to all hardware, spot-procured and Forward Delivery Schedule

48.12 Expected Delivery Date Every Offer and every Forward Delivery Schedule shall include One Net's then-current expected delivery date or delivery window for the hardware specified. Where an expected delivery date changes after the Order Confirmation is issued (for spot-procured hardware) or after One Net's vendor commitment confirmation under Clause 48.8(d) (for Forward Delivery Schedule tranches), One Net shall notify the Customer in writing as soon as reasonably practicable. For spot-procured hardware, a change in expected delivery date does not of itself entitle either Party to terminate the applicable Offer unless the delay exceeds sixty (60) days beyond the expected delivery date stated in the applicable Offer, in which case the Customer may terminate that Offer without incurring an ETF by written notice to One Net. For Forward Delivery Schedule tranches, delivery date changes are subject to the deferral and cancellation provisions of Clause 48.10.

49. SERVICE SUSPENSION AND NETWORK ACCESS CONTROL

49.1 Suspension for Equipment Lease Without prejudice to any other rights under this Contract, if the Customer fails to pay on two (2) or more occasions any amount due under an Equipment Lease as provided in Clause 32, One Net shall provide the Customer with five (5) consecutive business days' written notice prior to suspension. One Net shall be entitled to suspend the provision of the services provided by One Net or its subsidiaries or affiliates associated with the Equipment to the Customer until payment is received in full. One Net shall have no liability to the Customer or any third party caused by any such suspension.

49.2 Suspension for Recurring Services In the event of default on payments of any outstanding monies from the Customer to One Net, One Net reserves the right to temporarily suspend Service under the Contract until the outstanding balance is settled. Five (5) consecutive business days' written notice will be given prior to such Service suspension.

49.3 Suspension for Portal Access In the event of default on payments of any outstanding monies from the Customer to One Net, One Net reserves the right to temporarily suspend Portal Access under the Contract until the outstanding balance is settled. Twenty-four (24) hours' written notice will be given prior to such suspension.

49.4 Suspension for Attempted Network Redirection Without prejudice to any other rights or remedies available to One Net, where One Net has reasonable grounds to believe that the Equipment or its associated Access Credentials has been or is imminently about to be redirected to a third-party network in breach of Clause 9.3, One Net may immediately and without prior notice suspend access to the Equipment's network credentials and lock its configuration. No notice period under Clauses 49.1, 49.2, or 49.3 applies to a suspension under this Clause 49.4. The notification, investigation, and restoration procedure set out in Clause 9.3 shall apply. One Net's rights under this Clause 49.4 are subject to the fully settled terminal exception in Clause 9.3.1 (requiring satisfaction of hardware settlement, issued invoice settlement, and subscription settlement conditions concurrently) and the prepayment exception in Clause 9.3.2.

49.5 Immediate Suspension One Net may suspend all or part of the Services immediately, without prior notice, where reasonably necessary to: (a) protect network security; (b) prevent fraud or misuse; (c) comply with applicable law or Carrier requirements; (d) address an emergency affecting the integrity or security of the Services; or (e) prevent material harm to One Net, its Customers or third parties. One Net shall restore the Services as soon as reasonably practicable after the relevant circumstances cease to exist.

49.6 Protection of One Net's Network and Compliance Notwithstanding any other provision of this Contract, One Net may, with immediate effect and without liability to the Customer, suspend all or any part of the Services or restrict access to the Equipment where One Net reasonably believes that continued provision of the Services would:

(a) expose One Net, its affiliates, suppliers, licensors, Carriers, or other customers to a material cybersecurity risk or security incident;
(b) expose One Net or any of its affiliates, suppliers or Carriers to a breach of any applicable sanctions, export control laws or trade restrictions;
(c) result in a breach of any applicable law, regulation, licence condition or regulatory requirement; or
(d) facilitate, enable or otherwise be connected with any fraudulent, unlawful or unauthorised activity.

One Net shall notify the Customer of the suspension as soon as reasonably practicable, unless prohibited by applicable law or where doing so would reasonably prejudice the prevention, detection or investigation of the relevant matter. One Net shall restore the affected Services as soon as the relevant risk has been adequately addressed to One Net's reasonable satisfaction.

50. CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

50.1 Confidentiality Obligations 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 obligations in this Clause 50 shall survive termination or expiry of the Contract for a period of five (5) years, save that in respect of trade secrets the obligations shall continue for so long as the information remains a trade secret.

50.2 Exceptions to Confidentiality 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 and was not otherwise acquired under any obligations of confidence; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's confidential information; (d) is disclosed to the receiving Party's affiliates, professional advisers, auditors, or insurers who need to know it for purposes connected with this Contract and who are bound by obligations of confidentiality no less protective than this Clause 50; or (e) a Party is legally compelled by court order, subpoena, regulatory directive or similar lawful authority to disclose.

50.3 Data Protection and Privacy 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.

50.4 Roles of the Parties The Parties acknowledge that, in respect of any personal data processed under this Contract: (a) the Customer is the Controller of personal data relating to its personnel, crew, end users, customers, and contacts ("Customer Personal Data"); (b) One Net acts as a Processor on behalf of the Customer in respect of Customer Personal Data processed by One Net in the course of providing the Services, save where otherwise expressly agreed in writing; and (c) each Party acts as an independent Controller in respect of personal data it collects and processes for its own business purposes (including network operation data, billing data, account contacts, and metadata that One Net is required to process as a telecommunications provider under applicable law). No joint-controller relationship is established by this Contract unless expressly agreed in writing in respect of a specific processing activity, in which case the Parties shall enter into a separate joint-controller arrangement compliant with Article 26 of the UK GDPR / EU GDPR.

50.5 Processor Obligations Where One Net acts as Processor under the preceding Clause, One Net shall: (a) process Customer Personal Data only on the Customer's documented instructions, as set out in this Contract or as otherwise notified in writing; (b) ensure that personnel authorised to process Customer Personal Data are bound by appropriate confidentiality obligations; (c) implement appropriate technical and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access; (d) not engage any sub-processor without the Customer's prior written or general authorisation, and where general authorisation is given, inform the Customer of any intended changes to sub-processors with a reasonable opportunity to object; (e) assist the Customer, taking into account the nature of the processing, in responding to data subject requests and in complying with the Customer's obligations under Articles 32 to 36 of the UK GDPR / EU GDPR; (f) at the Customer's choice, delete or return all Customer Personal Data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless storage is required by applicable law; and (g) make available to the Customer all information reasonably necessary to demonstrate compliance with this Clause, and allow for and contribute to audits, conducted on reasonable prior notice and at the Customer's cost, no more than once per calendar year save where required by a Supervisory Authority or following a personal data breach.

50.6 Data Breach Notification Each Party shall notify the other without undue delay, and in any event within seventy-two (72) hours, of becoming aware of any personal data breach affecting personal data processed under this Contract. The notification shall include, to the extent known, the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed to address the breach.

50.7 International Data Transfers Where Customer Personal Data is transferred from the United Kingdom or the European Economic Area to a country not subject to an adequacy decision, the transfer shall be subject to (i) the EU Standard Contractual Clauses approved by the European Commission and/or (ii) the UK International Data Transfer Agreement or UK Addendum to the EU SCCs issued by the Information Commissioner's Office, as applicable, together with any supplementary measures reasonably required to ensure an essentially equivalent level of protection.

50.8 Operational Logs One Net may retain operational logs, system events, audit trails and cybersecurity records generated during the provision of the Services for operational, legal, compliance and security purposes.

50.9 Publicity Unless expressly prohibited by a written confidentiality agreement, One Net may identify the Customer by name and logo as a customer of One Net in customer lists, presentations and marketing material. One Net shall not disclose confidential commercial information without the Customer's prior written consent.

51. ANTI-BRIBERY, ANTI-CORRUPTION AND SANCTIONS

The Customer and One Net shall each comply with all applicable anti-bribery, anti-corruption, and economic sanctions laws, including but not limited to the UK Bribery Act 2010, the U.S. FCPA, and EU sanctions regimes. Each Party represents that it is not listed on any sanctions list administered by competent authorities and undertakes not to supply or receive Services contrary to any applicable sanctions law. Either Party may terminate this Contract with immediate effect in the event of breach of this provision.

52. COMPLIANCE WITH EXPORT REGULATIONS

52.1 Export Law Compliance The Customer shall comply with all government export laws and regulations applicable to the use of the Equipment and Services.

52.2 Sanctions Compliance The Parties agree to comply with any embargoes, trade and economic sanctions laws or regulations that are applicable to any transactions pursuant to this Contract.

52.3 Extension to Subcontractors The Parties agree to extend the obligations in this Clause 52 to their respective sub-contractors and/or customers, as applicable, and shall use reasonable efforts to ensure their compliance.

53. FORCE MAJEURE

53.1 Definition of Force Majeure As used in this Clause 53, 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. Force majeure events shall include, without limitation, an act of God, terrorism, epidemic, pandemic, insurrection or civil disorder, war or military operation, national or local emergency, acts or omissions of government, riots, civil commotion, blockades or embargoes, compliance with any new or changed statutory obligation that materially prevents performance and could not reasonably have been foreseen at the date of the relevant Offer, strikes, lockouts, fire, accident, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom One Net or the Customer is not responsible (including other telecommunication systems) or any other cause whether similar or dissimilar outside the Party's reasonable control.

53.2 Excuse from Performance Neither Party shall be in breach of the Contract nor liable for any failure or delay in performance of obligations that are directly caused by a force majeure event. Each Party’s obligation to perform those affected obligations is suspended for the duration of the force majeure event. All obligations unaffected by the force majeure event shall continue to be fulfilled by both Parties to the extent possible. For the avoidance of doubt, force majeure does not suspend the Customer’s obligation to pay for Equipment already delivered or Services already rendered prior to the force majeure event.

53.3 Extended Force Majeure Where a Force Majeure event continues for more than one hundred and twenty (120) consecutive days and materially prevents performance of the Contract, either Party may terminate the affected Contract by thirty (30) days' written notice without liability other than payment of amounts accrued before termination.

54. ASSIGNMENT

54.1 One Net's Right to Assign One Net may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract. One Net shall give the Customer at least thirty (30) days' prior written notice of any assignment or transfer of its obligations under this Contract to a third party other than an affiliate of One Net, and shall notify the Customer in writing within thirty (30) days of any other assignment or transfer.

54.2 Customer's Right to Assign The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract without the prior written consent of One Net, which shall not be unreasonably withheld.

55. NOTICES

Any notice given to a party under or in connection with this Contract shall be in writing in English and shall be sent to the address of that party as stated in the Offer or as otherwise notified to the other party in writing not less than ten (10) business days in advance. Notices may be (i) delivered personally; (ii) sent by pre-paid recorded delivery or internationally recognised courier; or (iii) sent by email to the party's designated notices email address as stated in the Offer (and in the case of notices to One Net, copied to legal@onenet.group). A notice is deemed given: (a) if delivered personally, at the time of delivery; (b) if sent by recorded delivery or courier, two (2) business days after posting (UK) or five (5) business days after dispatch (international); or (c) if sent by email, at the time of transmission, provided the sender does not receive an automated bounce-back or non-delivery notification within four (4) hours of transmission and provided further that any email transmitted after 17:00 in the recipient's local time on a business day, or on a day that is not a business day, shall be deemed given at 09:00 on the next business day in the recipient's local time. Notices of termination, default, force majeure, or breach shall not be given by email alone and must additionally be sent by one of the methods in (i) or (ii). This Clause does not apply to the service of any claim form, application notice, or other document in any proceedings, which shall be served in accordance with the applicable rules of court.

56. ENTIRE CONTRACT, VARIATION, NO PARTNERSHIP OR AGENCY, FURTHER ASSURANCE

56.1 Entire Agreement This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Nothing in this Clause 56.1 shall limit or exclude any liability for fraud or fraudulent misrepresentation. Each Party acknowledges that it has not relied upon any representation or statement not expressly set out in the Contract.

56.2 Variation No variation of this Contract or an Equipment Lease shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

56.3 No Partnership or Agency Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of either Party.

56.4 Further Assurance Each Party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

56.5 Counterparts and Electronic Execution This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery by email (including PDF attachment) shall have the same force and effect as delivery of manually executed originals. Electronic signatures, including digital signatures, shall be deemed to have the same legal force and effect as original ink signatures.

56.6 Each Party acknowledges that it has not relied upon any statement, representation or warranty not expressly set out in the Contract.

57. THIRD PARTY RIGHTS, WAIVER, SEVERABILITY

57.1 **Third Party Rights** A third party that is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, except that (a) One Net's affiliates may enforce the rights and benefits granted to them under this Contract; and (b) the persons indemnified under Clause 38.1 may enforce the indemnity in that Clause, provided that the consent of such persons is not required for any variation, rescission, or termination of this Contract.

57.2 **Waiver** No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

57.3 **Severability** If any provision of these Terms and Conditions, or any part thereof, is or becomes invalid, illegal, void, voidable or otherwise unenforceable under the laws of any jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect. Any provision determined to be invalid, illegal, or unenforceable shall, to the extent permissible by law, be replaced by a valid, legal and enforceable provision that most closely reflects the original intent, purpose and commercial effect of the invalid provision.

58. GOVERNING LAW AND JURISDICTION

58.1 **Governing Law** This Contract, including any non-contractual obligations arising out of, or in connection with it, shall be construed in accordance with and governed by the laws of England and Wales.

58.2 **Dispute Resolution: Amicable Settlement** Where a dispute relates to an invoiced amount, billing error, or service credit, the Customer shall first raise the dispute in accordance with Clause 32, and One Net shall initiate its internal Possible Dispute Notification Form (PDNF) process before the formal dispute resolution procedure under this Clause 58 is engaged. Any dispute arising out of or in connection with this Contract shall first be referred to senior representatives of the parties, who shall use their best efforts to resolve the dispute amicably. If the dispute is not wholly resolved within thirty (30) days of notification of the dispute from one party to the other, either party may proceed to mediation or, failing that, arbitration or litigation as set out below.

58.3 **Mediation** If the dispute is not resolved by amicable settlement within the period specified in Clause 58.2, either party may refer the dispute to mediation by a mediator agreed by the parties or, failing agreement within ten (10) business days of a written request to mediate, appointed by the Centre for Effective Dispute Resolution (CEDR). The costs of the mediation (and only the mediation) shall be borne equally by the parties unless otherwise agreed in writing. For the avoidance of doubt, this cost-sharing arrangement does not apply to any subsequent arbitration or litigation, in which costs shall be allocated in accordance with the applicable arbitration rules or by order of the tribunal or court. All discussions and documents arising in the course of the mediation shall be confidential and without prejudice.

58.4 **Arbitration** Subject to the Court Option under Clause 58.6 below, all claims, disputes or differences arising out of or in connection with this Contract (including any question regarding its existence, validity or termination) (a "Dispute") shall be referred to arbitration in London in accordance with the Arbitration Act 1996. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced, save that for Land-Based Customers the arbitration shall instead be conducted in accordance with the LCIA Arbitration Rules current at the time when the arbitration proceedings are commenced. The reference shall be to three (3) arbitrators, appointed in accordance with the applicable rules. For the avoidance of doubt, the LMAA Small Claims Procedure in Clause 58.5 applies only where the LMAA Terms are the applicable rules.

58.5 **LMAA Small Claims Procedure** In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000 (or such other sum as the parties may agree), the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

58.6 **Court Option** Notwithstanding Clause 58.4 above, either Party may elect to bring proceedings before the Courts of England and Wales, which shall have exclusive jurisdiction, in respect of: (a) claims by One Net for the recovery of any undisputed sum due under this Contract; and (b) applications by either Party for interim or injunctive relief. Such election must be declared by written notice to the other Party prior to commencing proceedings. All other Disputes shall be referred to arbitration in accordance with Clause 58.4.

58.7 **Interim and Conservatory Measures** Notwithstanding the above, either party shall have the right to seek interim or conservatory measures, including injunctive relief, from the courts of England and Wales or any other competent jurisdiction to protect its rights and interests pending the final resolution of the Dispute.

PART VII: ADDITIONAL TERMS FOR LAND-BASED CUSTOMERS

59. SCOPE AND APPLICATION OF PART VII

59.1 **Exclusive Application and Identification** The provisions of this Part VII apply solely to Land-Based Customers as defined in Clause 1.1. A Customer shall be identified as a Land-Based Customer in the applicable Offer. Where the applicable Offer does not identify the Customer as a Land-Based Customer, this Part VII shall not apply and the Customer shall be treated as a Maritime Customer under Parts I to VI of these Terms and Conditions.

59.2 **Precedence** Where any provision of this Part VII conflicts with a provision in Parts I to VI of these Terms and Conditions, the provision of this Part VII shall prevail in respect of Land-Based Customers only. In all other respects Parts I to VI apply to Land-Based Customers in full.

60. INTERPRETATION FOR LAND-BASED CUSTOMERS

60.1 **Vessel References** In the context of a Land-Based Customer, references in these Terms and Conditions to "vessel" shall be construed as references to the relevant Site as identified in the applicable Offer.

60.2 **Crew References** In the context of a Land-Based Customer, references to "vessel crew" or "crew" shall be construed as references to the Customer's authorised personnel operating at or from the relevant Site, including field-deployed and mobile personnel.

60.3 **IMO Number** References to "IMO number" in these Terms and Conditions shall not apply to Land-Based Customers and shall be disregarded. The Site shall be identified by the site name and site or terminal reference identifier as stated in the applicable Offer.

60.4 **Maritime Insurance References** References to maritime-specific insurance requirements, including marine cargo insurance, hull insurance, and perils of the sea, shall not apply to Land-Based Customers. Clause 63 of this Part VII shall apply in their place.

61. SITE IDENTIFICATION

61.1 **Site Definition** For the purposes of these Terms and Conditions as they apply to Land-Based Customers, a "Site" means any of the following unit types at which One Net's Equipment is installed and/or Services are delivered pursuant to an Offer: (a) Fixed Site — a permanent or semi-permanent land-based location such as a shore-based office, port, industrial facility, or remote installation, identified by a site name and address; (b) Deployable Fixed Unit — a portable or modular unit intended for deployment at a designated registered base, including containerised infrastructure, modular offices, and field-deployed fixed installations, identified by a unit reference and registered base address; or (c) Mobile Unit — a vehicle, trailer, or other unit in active movement or rotation, identified by a unit reference and a registered home base from which it operates. The applicable unit type shall be specified in the Offer. For billing purposes, the registered base or site address stated in the Offer governs, irrespective of the physical location of any Deployable Fixed Unit or Mobile Unit at the time of invoicing.

61.2 **Offer Identifier** Each Offer issued to a Land-Based Customer shall identify each Site or unit by: (i) the site or unit name; (ii) the unit type (Fixed Site, Deployable Fixed Unit, or Mobile Unit); (iii) the site address for Fixed Sites, or the registered base address for Deployable Fixed Units and Mobile Units; and (iv) a unique site or unit reference identifier agreed between the Parties, in place of the vessel name and IMO number applicable to Maritime Customers.

61.3 Multiple Sites Where a Land-Based Customer Offer covers multiple Sites or units, each Site or unit shall be identified individually within the Offer in accordance with Clause 61.2. The commercial terms, including Monthly Lease Amount or Service Fee and minimum Term, shall be stated on a per-Site or per-unit basis within the Offer. The ETF applicable to early exit of any individual Site or unit shall be calculated by reference to the monthly fee attributable to that Site or unit as specified in the Offer, and shall not affect the Terms or obligations applicable to any other Site or unit covered by the same Offer.

62. SUBSCRIPTION SUSPENSION — LAND-BASED CUSTOMERS

62.1 Additional Suspension Triggers In addition to the Subscription Suspension provisions in Clauses 14.3 and 23.3, a Land-Based Customer may request a Subscription Suspension in connection with any of the following: (a) Site refurbishment or relocation requiring temporary discontinuation of the Service at that Site; (b) decommissioning or temporary withdrawal of a Deployable Fixed Unit or Mobile Unit from active service; (c) redeployment of a Deployable Fixed Unit or Mobile Unit to a different Site or registered base where reinstallation or reconfiguration of the Equipment or Service is required; or (d) temporary removal of a Deployable Fixed Unit from its registered base for maintenance, reconfiguration, or redeployment to a new registered base. All requests remain subject to One Net's written approval and availability of resources, and the duration and financial terms of the Subscription Suspension definition in Clause 1.1 apply.

63. INSURANCE — LAND-BASED CUSTOMERS

63.1 Equipment Lease Insurance Where a Land-Based Customer has entered into an Equipment Lease, Clause 42.1(a) applies equally, construed by reference to the Site or unit rather than the vessel. The maritime-specific references in Clause 42.1 (including marine cargo, hull, and perils of the sea) do not apply to Land-Based Customers; Clause 60.4 governs in their place. One Net shall be named as loss payee in respect of all leased Equipment.

63.2 Services Only Where One Net is providing Services to a Land-Based Customer without an Equipment Lease, Clause 63.1 does not apply. The Customer shall maintain such insurance as is appropriate for its operations and as may be specified in the applicable Offer or Service Level Agreement.

63.3 Third-Party Liability All Land-Based Customers shall maintain third-party liability insurance at a minimum coverage of US$1,000,000 per occurrence, covering claims arising from the Customer's use of the Equipment or receipt of Services at or from the relevant Site, including whilst any mobile or deployable unit is in transit or deployed in the field. One Net shall be named as additional insured on this policy.

63.4 Evidence of Insurance Clauses 36.3 and 36.4 apply equally to Land-Based Customers in respect of the insurance obligations in this Clause 63.

64. DATA BACKUP AND RECOVERY — LAND-BASED CUSTOMERS

64.1 Application Clause 16 of these Terms and Conditions sets out the data backup and recovery provisions applicable to Maritime Customers subscribed to the abela IT Fully Managed Service, and references a specific maritime hardware configuration (Zwana platform and NAS device). Those provisions apply to Land-Based Customers only to the extent that the same technical configuration is deployed at the relevant Site, as confirmed in the applicable Offer or Service Level Agreement.

64.2 Enterprise Backup Configuration Where the data backup configuration applicable to a Land-Based Customer differs from the maritime default described in Clause 16, the applicable backup procedures, recovery time objectives, and hardware redundancy requirements shall be as specified in the Service Level Agreement applicable to that Customer's Site. In the event of any conflict between Clause 16 and this Clause 64, this Clause 64 shall prevail in respect of Land-Based Customers.

64.3 Customer Obligations The Customer obligations set out in Clause 16.9 apply equally to Land-Based Customers, construed by reference to the Site rather than the vessel, and by reference to the backup configuration specified in the applicable Service Level Agreement rather than the maritime default configuration.

65. SUPPORT ENTITLEMENTS — LAND-BASED CUSTOMERS

65.1 Per Site Application For Land-Based Customers, all support plans and entitlements described in the main clauses of these Terms and Conditions apply on a per-Site or per-unit basis as identified in the applicable Offer, rather than on a per-vessel basis.

65.2 abela IT Service — Support Entitlement The abela IT Service is provided across all three tiers as defined in Clause 1.1, 17.1 and 18, respectively. Support entitlements apply per Site or unit. The Customer's support plan (Direct Support or Indirect Support) is specified in the applicable Offer. On-Hold Time as defined in Clause 1.1 is excluded from all response time measurements.

65.3 Connectivity Service — Support per Site The Connectivity Service support plan under Clause 34.3 applies per Site for Land-Based Customers. Where a Land-Based Customer Offer covers multiple Sites or units, each Site or unit has its own support plan allocation as specified in that Offer.

66. TERMINATION AND EARLY TERMINATION FEES — LAND-BASED CUSTOMERS

66.1 Scope of Termination For Land-Based Customers, termination of the Contract or Equipment Lease operates on a Site-by-Site or unit-by-unit basis, or for all Sites or units under a given Offer, as applicable. Termination of one Site or unit does not automatically terminate any other Site or unit covered by the same Offer unless expressly stated in the termination notice. The Customer's Commercial Account Manager (CAM) shall be notified in writing in accordance with Clause 40.3.

66.2 ETF Waiver — Site Transfer (Equipment Lease) Where a Land-Based Customer transfers a Site to a new operator, the ETF applicable to that Site's Equipment Lease shall be waived, subject to credit and sanction clearance by One Net. One Net will allow three (3) months suspension to arrange the transfer. All costs and expenses related to the transfer of the Hardware, including freight charges, customs duties, taxes, insurance, and handling fees, shall be borne exclusively by the Customer. Should more time be required, the Parties may discuss in good faith on a case-by-case basis. Where the proposed new operator fails credit or sanction clearance, the ETF waiver shall not apply and the full ETF shall become payable within five (5) business days of One Net notifying the Customer of the failed clearance.

66.3 ETF Waiver — Site Rollover (Equipment Lease) Where a Land-Based Customer rolls over an Equipment Lease Term to another Site of the same Customer, the ETF applicable to the original Site shall be waived. Reconfiguration fees are subject to mutual agreement. One Net will allow three (3) months suspension to arrange the transfer. All costs and expenses related to the transfer of the Hardware shall be borne exclusively by the Customer. Should more time be required, the Parties may discuss in good faith on a case-by-case basis. The same credit and sanction clearance conditions as set out in Clause 66.2 apply.

66.4 ETF Waiver — Site Transfer or Rollover (Recurring Services) Where a Land-Based Customer transfers or rolls over a Recurring Service Term to a replacement or successor Site or unit, including transfer to a new registered base for Deployable Fixed Units and Mobile Units, the ETF applicable to the original Site or unit shall be waived. One Net will allow three (3) months suspension to arrange the transfer. Should additional time be required, the Parties may discuss in good faith on a case-by-case basis. Where the proposed replacement Site or unit fails credit or sanction clearance, the ETF waiver shall not apply and the full ETF shall become payable within five (5) business days of One Net notifying the Customer. The same credit and sanction conditions as set out in Clause 66.2 apply.

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