



abela IT SERVICE Terms & Conditions

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

1. Definitions

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

“**abela IT Service**” or “**IT**” or “**Service**” means managed service from OneNovation on the specified hardware and software of the Information Technology infrastructure.

“**abela IT Subscription**” means the abela IT subscription that is selected by the Customer in the Order Confirmation.

“**Account Manager**” means the designated person from OneNovation that will manage the account of each Customer, the Customer shall be informed about the Account Manager administrating its account.

“**Commencement Date**” shall mean the date upon which the Service is activated on the Customer’s Vessel.

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

“**Equipment**” means OneNovation supplied or approved equipment used or intended to be used with the Service. The Equipment on board the Vessel consists of the equipment specified in the Order Confirmation. All Equipment must be supplied and approved by OneNovation. Any exceptions to this requirement must be approved in advance in writing by OneNovation.

“**Licence**” means any applicable licence, authorisation, permission or approval (as each may be amended from time to time) under any international or local law(s) and/or regulation(s), or any replacement or re-enactment of any of them, or any similar licence, authorisation, permission or approval.

“**Manufacturer Terms & Conditions**” in case OneNovation uses parts and/or equipment provided by suppliers, the T&C of relevant Manufacturer shall apply for each respective part and/or equipment.

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

“**Order Form**” means the form containing the details of the Vessel and the products and services to be provided and will be part of the Order Confirmation.

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

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

“**Service**” shall mean the service(s) provided by OneNovation as set forth in the Order Confirmation.

“**Service Fee**” means the service fee payable according to the Order Confirmation. The Service Fee includes all fixed monthly payments for the Service, insurance fee and SLA fee, where applicable.

“**Term**” shall mean the minimum period for contracted Services and Equipment for the Customer’s Vessel as set forth in the Order Confirmation, and the Term shall start on the Commencement Date.



“**Terms and Conditions**” means the abela IT Service Terms and Conditions_V2.0_2020.06.01 applicable for the Services provided by OneNovation.

“**Tier 1**” means the first tier of customer support which is also the first point of contact from the Customer’s Vessels. This tier also operates on a 24 hour, 7 days per week basis.

“**Tier 2**” means the second tier of customer support which is also the second point of contact to the Tier 1 department.

“**Remote Management tools**” means the system platform tools provided by OneNovation for the purpose of the service

2. Duration of Contract/Upgrades and Downgrades/Subscription Suspension

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

2.2. In the event that the Customer seeks to downgrade the abela IT Subscription, such downgrade request shall be made to the Customer’s Account Manager and will be reviewed on a case by case basis.

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

2.4. Upon request by the Customer, Subscription Suspension is available for a minimum period of thirty (30) consecutive calendar days and a maximum period of ninety (90) consecutive calendar days, such Subscription Suspension period being added to the end of the contract date, such that the Contract Term remains unaffected.

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

3. Nature of the Service/Equipment

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

3.2. All requests for Service/Equipment to be provided under the Contract shall be made in writing by the Customer to OneNovation in the form of an Order Confirmation and no such requests for Service/Equipment shall be deemed to be effective and binding until an Order Confirmation has been completed and signed by both Parties.

3.3. Failure to Deliver the Service

3.3.1. In respect of any single failure of Service (an “outage”), as measured solely by OneNovation’s remote management tools, which:

- is not due to circumstances of Force Majeure (as defined in these Terms and Conditions); and
- is not due to system planned maintenance; and
- is not due to any act or omission by the Customer or any breach of the Customer’s obligations under the Contract; and
- the outage is not extended by any act or failure to act by the Customer; and
- the total outages accrue to more than eight (8) hours per month,



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

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

3.3.2. The Customer may not claim any compensation other than the credits specified in this Section 3.3 in connection with any failure, degradation, or malfunction of the Management Tools. Claims for any credits pursuant to this Section 3.3 must be made in writing on a form provided by OneNovation.

3.4. Fault Repair

3.4.1. The Customer shall report a fault in the Service by telephoning or emailing OneNovation's Customer Support at support@onenet.group. The Customer will at the time of report provide OneNovation with a contact name and telephone number to enable OneNovation to advise progress being made to clear the fault. All faults shall also be registered by OneNovation based on a written report from the Customer.

3.4.2. If the Customer reports a fault in the Service, OneNovation will respond by carrying out one or more of the following actions: Provide assistance by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer; where possible, carry out diagnostic checks from OneNovation's facilities

3.4.3. OneNovation shall provide replacement parts as needed to repair faulty Equipment. The repair and replacement of equipment and parts are chargeable to the customer unless under warranty policies herein. While shipping costs are the Customer's responsibility, OneNovation will endeavour to minimize shipment costs associated with repair or replacement. In addition, OneNovation reserves the right to charge the Customer for replacement parts related to faults caused by the Customer's failure to safeguard and/or maintain Equipment according to OneNovation's instructions. In case of parts and/or equipment Manufacturer's Warranty Terms shall apply.

4. Charges, Payments and Credit/Financial Security

4.1. Charges and Payment

4.1.1. OneNovation will provide the Customer with electronic invoices for all Services, Equipment and other fees. Each invoice shall be due and payable as follows: (a) for items billed in advance, payment will be due no later than thirty (30) consecutive days from the date of the invoice, and (b) for items billed in arrears, payment will be due no later than thirty (30) consecutive days from the beginning of the month in which the service was delivered. Interest will be charged on payments outstanding beyond the above referenced due dates at a rate equal to 0.5% (zero-point five percent) per month.

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

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

4.1.4. In the event of default on payments of any outstanding monies from the Customer to OneNovation, OneNovation reserves the right to temporarily suspend Service under the Contract until the outstanding balance is settled. A fourteen (14) consecutive days written notice will be given prior to such Service suspension.

4.2. Customer Credit/Financial Security

4.2.1. Extension of a credit line to the Customer, including shipment of leased Equipment to the Customer's site or Premises and the provision of Services, is subject to credit approval by OneNovation.



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

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

5. Fundamental Obligations of the Parties

5.1. OneNovation agrees to provide the Customer with the Service and Equipment as described in the Order Form in accordance with the provisions herein.

5.2. Subject to the Contract (including, but not limited to the performance and observance by the Customer of its obligations hereunder), OneNovation shall from the Commencement Date, and at all times thereafter during the Term, make the Remote Management Tools available to the Customer on a 24-hour basis.

5.3. In the event where OneNovation is contracted on a fully managed Service, OneNovation shall provide a Tier 1 and Tier 2 IT service to the Customer's fleet.

5.4. In the event where OneNovation is not contracted on a fully managed Service, the Customer shall provide a Tier 1 IT service to their fleet.

5.5. In the event where OneNovation is not contracted on a fully managed Service, OneNovation shall provide a Tier 2 IT service to the Customer's Tier 1

5.6. All abela IT service subscriptions are limited to a maximum of ten (10) hours of Service per Vessel per month, calculated by a Fleet total, unless agreed otherwise in writing by both Parties.

5.7. The Parties agreed to review (i) service pricing every twelve (12) calendar months and (ii) hardware pricing every six (6) calendar months

5.8. The Customer shall at all times comply with the requirements directed by OneNovation for the Equipment installation and shall utilize the Service and Equipment in accordance with the terms and conditions of the Contract.

5.9. If OneNovation is required to modify, vary, or amend characteristics of any of the Service, up to and including shut down of said Service, the Customer must comply with said requirements.

5.10. 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 OneNovation. In the event that OneNovation do not have available technicians, a viable solution to be found within 48 hours. OneNovation is ultimately responsible for all aspects of the provision of Service and shall have final authority with respect to all operational matters related to the Service.

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

5.12. Limitation on Use of the Service and Equipment



5.12.1. The Customer shall; (a) not use the Services for any unlawful, abusive, indecent, defamatory, offensive or fraudulent purpose including, without limitation, using the Service in a way that Interferes with OneNovation’s ability to provide services to its customers; (b) comply with all government export laws and regulations applicable to the Services and/or use of the Equipment; and (c) comply with all relevant data protection legislation and obtain all registrations under relevant data protection legislation.

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

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

5.12.3.1. Service: Response from Customer Support

abela IT Fully Managed - 24/7 Customer Support

- Urgent case : Email “First Response” within 2 hours.
- Medium priority : Email “First Response” within 4 hours.
- Low priority : Email “First Response” within 12 hours.

abela IT Tier 2 – Within normal business operating hours

- Email “First Response” within 8 hours.
- Urgent cases may be escalated for reply within 2 hours.

Any custom service subscriptions are to be specified in the Terms and Conditions for the specific Customer.

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

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

5.12.5. The Customer understands and agrees that the failure to abide by the provisions in this Section 5.12 will result in poor quality and degradation of Service.

5.12.6. If the Customer is in breach of any of the conditions mentioned in this Section 5.12, OneNovation may terminate or temporarily suspend supply of the Service by giving written notice to the Customer. Further, OneNovation can refuse to restore the Service until OneNovation receives an acceptable assurance from the Customer that there will be no further breach(es).

5.12.7. OneNovation’s rights under this Section 5.12 do not prejudice any other rights of OneNovation under the Contract.

6. Confidentiality; Privacy

6.1. Each Party agrees to keep confidential all information and intellectual property whatsoever obtained under or in connection with the Contract or in respect of the other Party’s affairs or business and shall not use the information or intellectual property for any other purpose than to fulfil the Contract, or disclose such information or intellectual property or any part thereof without the prior written consent of the other Party.



6.2. The foregoing provisions shall not apply to information which: (a) is or becomes public knowledge without breach of the Contract; (b) is already known to the receiving Party at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; (c) a Party is compelled by legal process or government regulation or order to disclose;

6.3. Each Party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other Party as is reasonably necessary to assist the other Party in complying with such laws and regulations, technical and operational measures shall be observed by the Parties in protection of personal data. Any breach or an attempt to breach any personal data must be informed to the other party immediately. OneNovation shall be considered the processor of the personal data on behalf and according instructions of the Customer. Transfer of Data to non-equivalent countries will require previous processing agreement between the Parties in the terms of the standard form approved by the European Commission under Data Privacy Law.

7. Notices

Any notice to be served by either Party to the other in relation to the Contract shall be in writing and delivered in person or by fax, email, or prepaid postage to the other Party at its respective address. Notice shall be considered served 10 days after the postage date. Each Party is responsible to inform the other Party of any changes in address and/or contact information.

8. Assignment

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

9. Amendment

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

10. Force Majeure, Interference and Obstructions

10.1. As used in this Section 10, the term "force majeure" refers to events extrinsic to the Contract that are beyond the reasonable control of, and not attributable to the fault or negligence of the Party relying on such events to excuse its failure to perform. Subject to the foregoing, force majeure events shall include, without limitation, an act of God, terrorism, 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, highway authority or other competent authority, OneNovation or Customer's compliance with any statutory obligation or an obligation under a statute, strikes, lockouts, on fire, accident, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of Persons for whom OneNovation or the Customer is not responsible (including in particular other telecommunication systems) or any other cause whether similar or dissimilar outside OneNovation or Customer's reasonable control.

10.2. OneNovation or the Customer are not liable for any breach of Contract where the breach is caused by force majeure and shall be excused from performance of its obligations under the Contract which are affected by the force majeure event until full recovery has occurred. For avoidance of doubt, all obligations unaffected by the force majeure event shall continue to be fulfilled by both Parties to the extent possible.

11. Limitation of Liability and Warranty



11.1. OneNovation's duty in performing any obligations under the Contract is to exercise the reasonable skill and care of a competent information systems company. OneNovation makes no other, and specifically disclaims all other, warranties, both express and implied.

11.2. OneNovation's responsibility for the Service under these conditions applies only for that part of the Service that is provided by means of information technology systems that are exclusively operated and owned by OneNovation. In addition, OneNovation is not responsible for any service failure which is caused by any other third party outside of the Equipment or Remote Management tools. For the removal of doubt, third party is referred to software outside of the abela IT Service.

11.3. OneNovation's entire liability to the Customer in respect of the subject matter of the Contract, whether arising in contract, tort, negligence, misrepresentation (including negligent misrepresentation), for breach of duty or howsoever otherwise arising, shall be limited to the agreed remuneration for the Service in the quarter in which the event that gave rise to the liability first arose, and OneNovation's maximum liability for any series of events shall not exceed the fees actually paid by the Customer to OneNovation in the previous six (6) months.

11.4. Neither Party is liable to the other Party either in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss or damage including but not limited to any sort of delays that the Vessels may encounter.

12. Indemnity

12.1. The Customer/Lessee shall indemnify, defend and hold OneNovation harmless against any and all losses, costs, charges, damages, liabilities, judgments, settlements and/or expenses, including reasonable attorneys' fees, suffered or incurred by OneNovation by reason of any claim made by any third party in respect of and arising out of the Customer/Lessee's negligence, wilful misconduct or breach of this Contract.

13. Termination

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

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

13.3. The Customer is entitled to terminate the Contract without cause, subject to the early termination charge equal to all monthly payments due to be paid by the Customer for the remainder of the Contract Term. The early termination charge shall be paid to OneNovation within thirty (30) consecutive days after the effective date of the termination.

13.4. The early termination charge will be waived by OneNovation: (a) if the Vessel to which Service is being terminated is part of a fleet, and the Contract for such Vessel is transferred to another Vessel in the fleet, with the costs associated with transitioning to the Vessel borne solely by the Customer. Under these circumstances, OneNovation will allow the customer a suspension period up to ninety (90) consecutive days to complete the transfer and reactivation of the service; (b) if the Vessel to which Service is being terminated is being sold to a third party, and such third party assumes in writing the Contract or signs a new contract with OneNovation for a duration of no less than the remaining Term on the Vessel's original Contract; or (c) for up to ten percent (10%) of the Customer's fleet actively in Service, per annum, without cause; or (d) if alternative arrangements are agreed to in writing by OneNovation.

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



14. Waiver

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

15. Third Party Rights

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

16. Governing Law and Jurisdiction, Severability

16.1. The Contract shall be governed by the laws of England and Wales. Any dispute, controversy, or claim arising out of or relating to the Contract, or the breach, termination, or invalidity thereof, shall be referred to arbitration in London.

16.1.1 The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

16.1.2 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

16.1.3 In cases where neither the claim nor any counterclaim exceeds the sum of USD 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.

16.1.4 In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of US\$400,000.00 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceeding are commenced.

16.1.5 Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.

16.2. Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract. In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:

16.2.1 Either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "Mediation Notice") calling on the other Party to agree to mediation.

16.2.2 The other Party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in



accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.

16.2.3 If the other Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.

16.2.4 The mediation shall not affect the right of either Party to seek such relief or take such steps as it considers necessary to protect its interest.

16.2.5 Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation, but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

16.2.6 Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.

16.2.7 The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

16.3. The award rendered therein shall be final and binding upon the Parties.

16.4. If any one or more provisions of these clauses is, or at any time becomes, for any reason invalid, illegal, void, voidable or otherwise unenforceable under the laws of any jurisdiction or pursuant to a decision or declaration of any court, such invalidity, illegality, void ability or non-enforceability shall not affect the validity, void ability, legality or enforceability of any other provision or provisions of this Contract or the validity, void ability, legality or enforceability of this Contract as a whole or the validity, void ability, legality or enforceability of same under the laws of any other jurisdiction. Terms and conditions which are invalid, illegal, or unenforceable shall be replaced and circumstances not covered shall be covered, by appropriate provisions and arrangements in conformity with the spirit and the purpose of the Contract.