



# Fleet Xpress HARDWARE LEASE Terms & Conditions

The following terms and conditions ("Terms and Conditions") apply to any person or entity ("Customer") purchasing or using Fleet Xpress services ("Services") and/or associated equipment ("Equipment") provided by One Net.

## 1. Background

The Parties wish to establish a contractual framework under which: (a) the Lessee may place orders for certain types of Global Xpress (Ka-Band) Maritime antennas together with the applicable below-deck unit provided by the antenna manufacturer from Inmarsat (the "**Equipment**") which is herein represented by One Net; and (b) One Net may, in its sole discretion, lease such Equipment to the Lessee.

## 2. Lease of Equipment

2.1 The Lessee may submit an order for the Equipment in a form similar to that set out in Schedule A to this Agreement (an "**Order**"). The Order form is subject to modification by One Net, and One Net shall be entitled to accept or reject any such Order at its sole discretion.

2.2 One Net, in its sole discretion, reserves the right to limit the distribution of the Equipment to a limited number of delivery destinations as set out in Schedule B. One Net agrees to give proper and reasonable consideration to any requests from the Lessee to include further destinations following compliance with all applicable laws, sanctions, embargoes, enactments, directives, licensing and regulatory requirements with respect to any such new destinations.

2.3 Subject to the terms and conditions of this Agreement, an Order shall be deemed accepted on the date it is countersigned by One Net (the "**Order Date**"), which shall be no later than five (5) working days after receipt of the Order by One Net, assuming the Lessee is of good credit standing, has provided the following information: full name and address of the vessel owner and delivery address in alignment with a signed End-User Undertaking Form, as per the standard of the exporting country. Additionally, acceptance of an Order is subject to the Lessee and/or Lessee's customer passing a regulatory/compliance screening and does not involve delivery to any sanctioned or embargoed persons/locations. Further, with respect to each Order, the Lessee shall be responsible for all import clearance and any applicable taxes or duties associated with the distribution/delivery of the Equipment.

2.3.1 Upon acceptance of an Order, a lead time of up to five (5) weeks will be required before the Equipment can be delivered, although One Net will not unreasonably delay in procuring such delivery in a shorter period.

2.3.2 The Lessee shall provide to One Net a monthly update of a rolling three (3) month forecast of Equipment needed. Significant deviations to previously submitted forecasts or actual orders placed must be agreed between the Parties.

2.3.3 In addition to the three (3) month forecast, provided monthly to One Net, the Lessee shall also provide a twelve a (12) month estimate of Equipment needed.

2.4 Following acceptance of an Order, One Net shall lease the Equipment to the Lessee on the terms set forth in the Order and subject to the conditions of this Agreement (an accepted Order together with the terms of this Agreement, an "**Equipment Lease**"). The terms and conditions of usage for all leased Equipment shall be subject to manufactures Terms & Conditions.

## 3. Term

3.1 An Equipment Lease shall start on the commencement date, which shall be the date the Equipment is shipped to the Lessee (the "**Commencement Date**") and shall, unless otherwise stated in the Order, continue for an initial term of thirty-six (36) months or sixty (60) months (the "**Initial Term**") unless terminated or extended in accordance with the terms of this Agreement.

3.2 Upon ninety (90) days' advance written notice prior to the end of the Initial Term or any Additional Term (as defined below), the Lessee shall have the option to extend the Equipment Lease at the "**Monthly Rental Amount**" (as set out in the Order) for additional fixed terms of twelve (12) to twenty-four (24) months (an "**Additional Term**").



3.3 Alternatively, upon ninety (90) days' advance written notice prior to the end of the Initial Term, or making thirty-six (36) months of payments under an Equipment Lease (pursuant to clause 3.6), the Lessee shall have an option to purchase, or alternatively, sell the Equipment to a third party on One Net's behalf (as provided in clause 3.5), at the prices set out in the **Order Confirmation Form**. Upon ninety (90) days' advance written notice prior to the end of any twenty four (24) months of Additional Term(s), the Lessee shall have an option to purchase, or alternatively, sell the Equipment to a third party on Inmarsat's behalf (as provided in clause 3.5) provided that the Equipment's useful life for the purposes of this clause shall not exceed seven (7) years from its Commencement Date and any such purchase/sale shall be based on the fair market valuation of the Equipment.

3.4 If the Lessee does not exercise the options provided for in clause 3.2 or 3.3 above, then, at One Net's option, the Lessee shall:

3.4.1 return the Equipment to One Net, at the Lessee's expense, fully insured against risk of loss or damage, to a location designated by One Net, wherein risk of loss or damage remains with the Lessee until receipt of the Equipment by One Net; or

3.4.2 dispose of the Equipment, at the Lessee's expense, wherein the Lessee shall comply with the reasonable instructions of One Net together with any relevant laws or regulations in the country and/or location wherein the Equipment is disposed.

3.5 If the Lessee exercises the option under clause 3.3 to sell the Equipment, then the Lessee shall, subject to clause 16, sell the Equipment on One Net's behalf and in accordance with One Net's reasonable instructions, and shall promptly account for the proceeds of sale to One Net, with an allowable deduction for any expenses reasonably incurred during the sale process and which have been agreed in writing by One Net in advance of the sale.

3.6 At the point where the Lessee has made thirty-six (36) months of payments due under an Equipment Lease, the Lessee shall have the option to purchase the applicable leased Equipment, as provided in clause 3.3 above.

3.7 The Lessee shall be liable for payment of all amounts due under an Equipment Lease until it has complied with all applicable obligations as set forth in this Agreement.

#### 4. Rental Payments

4.1 The Lessee shall pay the Monthly Rental Amount and the Management Fee (as defined below) to One Net in the currency and amount specified in the Order, and such payments shall be made by electronic funds transfer directly to the bank account designated by One Net in writing and shall be deemed to be received by One Net on the date the amount is credited to One Net's bank account and available for use by One Net (the "**Rental Payments**"). The Lessee shall be solely responsible for the costs associated with any electronic funds transfers associated with the Rental Payments.

4.2 One Net shall issue one invoice each month with respect to all Equipment Leases entered into hereunder showing a unique identifier for each unit of leased Equipment. The Monthly Rental Amounts and Management Fees associated with the Equipment are as set forth in the **Order Confirmation Form**.

4.3 The Rental Payments and Management Fees shall be invoiced monthly in advance, with any partial month(s) being pro-rated.

4.4 The Rental Payments are exclusive of Value Added Tax ("**VAT**"), and any other applicable taxes and duties or similar charges, which shall be payable by the Lessee at the rate and in the manner prescribed by law.

4.5 The Lessee 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 under an Equipment Lease by any governmental body having the power to impose such taxes, whether or not the taxes described therein are collected by withholding or otherwise (each a "**Tax**").

4.6 Where One Net incurs any VAT, goods or services Tax, or similar Tax on the import of the Equipment into a country which One Net is not able to recover as an input tax credit ("**Import Costs**"), One Net shall invoice any such Import Costs to the Lessee in addition to any other financial obligations of the Lessee under this Agreement.



4.7 In the event that any Tax becomes payable in any territory in accordance with clause 4.5, either by deduction or otherwise, on or in respect of any amount to be paid by the Lessee to One Net, or which the Lessee may be required to withhold in respect of any amount due to One Net under this Agreement, such Tax shall be for the account of the Lessee, and the Lessee shall pay to One Net such an amount as to yield to One Net a net amount equal to the amount that, but for such Tax would have been received by One Net. One Net shall provide, insofar as it is able, reasonable assistance to the Lessee to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty;

4.8 If, and to the extent that, the Lessee pays a Tax in accordance with clause 4.7, and One Net receives and retains the benefit of a refund of a tax or credit against income tax imposed on its profits (in any other territory in which One Net maintains a permanent establishment) or other tax liability, which is attributable to the Tax paid by the Lessee (a "**Tax Credit**"), then One Net shall reimburse such amount to the Lessee or, at the Lessee's option, the Lessee may deduct the applicable amount from amount(s) payable to One Net hereunder, provided One Net is satisfied with the nature, amount and form of any such reimbursement, including the provision of tax certificates to determine the amount of tax withheld. One Net shall be deemed to have received and retained the benefit of a Tax Credit when such a claim for such credit has been agreed and accepted by the relevant tax authority. A Tax Credit shall be deemed to arise to the extent that One Net's current year tax payments are lower than they would have been without the benefit of said Tax Credit. Use of Tax Credits shall be determined on a first-in, first-out basis.

4.9 The Lessee may identify a Tax Credit for which One Net may be eligible and assist One Net in claiming such Tax Credit. In the event that the Lessee claims a reimbursement hereunder, the Lessee shall identify any such Tax Credit to One Net and provide all necessary information and assistance to One Net to claim such Tax Credit. One Net shall use reasonable endeavours to claim Tax Credits so identified, save that One Net is under no obligation to claim or pursue a Tax Credit. One Net shall assist the Lessee in further pursuit of denied Tax Credits provided the Lessee bears all costs of external advice or representations to the tax authorities or other relevant levels of appeal.

4.10 In the event of an audit or other enquiry by any relevant tax authority related to Taxes or Tax Credits related to the Agreement or any Equipment Lease provided by One Net, the Parties shall provide such information to each other as may reasonably be regarded as necessary to comply with such audit, subject only to limitations imposed by law, confidentiality agreements with third parties, or where the information is commercially sensitive.

4.11 Save for any deduction or withholding of Tax in accordance with the foregoing provisions of this clause 4, all amounts due under this Agreement shall be paid by the Lessee to One Net in full without any set-off, counter-claim or withholding.

4.12 An interest charge shall be imposed, at a rate of the three (3) month US dollar London Inter-Bank Offer Rate (LIBOR) (fixed by the British Bankers Association on the due date for payment or if not available another reputable source agreed between the Parties or failing which reasonably selected by One Net) plus eight (8) percentage points per annum, calculated daily, on any payment due under this Agreement remaining unpaid after the due date for payment. Such interest charge shall be computed commencing on the first day following the due date for payment and ending on the day on which payment is made, whether before or after judgment. This provision shall be without prejudice to any other remedy to which One Net is entitled under this Agreement, including but not limited to, any right to suspend or terminate this Agreement and any Equipment Lease in whole or in part.

## **5. Terms of Freight, Title and Risk**

5.1 Delivery of the Equipment to the Lessee shall be via FCA (origin) to the destination agreed to between the Parties in the applicable Order, accepted by One Net, in accordance with Incoterms © 2010. Costs associated with the delivery of the Equipment shall be the responsibility of the Lessee.

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

5.3 The risk of loss, theft, damage or destruction of the Equipment shall pass from the manufacturer to the Lessee on Delivery (as defined below). The Equipment shall remain at the sole risk of the Lessee during the Initial Term and any Additional Term.



5.4 To facilitate delivery of the Equipment, the Lessee shall provide all requisite materials, facilities, access and suitable working conditions to enable delivery to be carried out safely and expeditiously.

5.5 For the avoidance of doubt, One Net (or terminal manufacturer, as applicable), in the case of delivery to a destination specified in Schedule B, shall be responsible for obtaining all relevant export licenses and/or authorisations required for such export.

## 6. Insurance

6.1 As per the "FCA (origin)" terms referenced in clause 5.1, the Lessee shall be responsible for insuring the Equipment during carriage between the origin and the named "**Point of Delivery**" as specified in the Order. Delivery shall be deemed to occur when the Equipment is taken from the origin ("**Delivery**").

6.2 One Net shall charge the Lessee a fee (in addition to the Monthly Rental Amount) in consideration for general administration of the Terminal Leasing Program (the "**Management Fee**"). Such Management Fee shall be specified in the Order and shall be invoiced monthly in advance.

6.3 The Lessee shall maintain either liability insurance from a reputable third party insurer or self-insure the Equipment (for full replacement value against loss or damage and all risks including third party liability howsoever arising (the "**Losses**")) from Delivery until it is returned to One Net, purchased, sold or disposed of in accordance with clause 3 above. The Lessee is solely responsible to One Net for any Losses, and agrees to indemnify and hold One Net harmless from any such Losses.

6.4 Should all or any part of the Equipment be lost or damaged, the Lessee shall give immediate notice thereof to One Net.

6.5 The Lessee shall continue to be responsible for the full amount of the Rental Payments to One Net notwithstanding any loss of use of the Equipment until such time as the Equipment is returned to One Net, purchased, sold or disposed of in accordance with clause 3 above.

## 7. Use of the Equipment

7.1 The Lessee shall:

7.1.1 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 manufacturers Terms & Conditions;

7.1.2 carry out an annual service of the Equipment, or at its own expense, maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (reasonable wear and tear excepted);

7.1.3 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of One Net;

7.1.4 not, except as otherwise provided herein, without the prior written consent of One Net, part with control of (including for the purposes of repair or maintenance), sell, sublet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

7.1.5 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;

7.1.6 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken (including where the vessel itself has been seized or impounded), the Lessee shall immediately notify One Net, and the Lessee shall continue to be liable for the Rental Payments and shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify One Net on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;



7.1.7 not use the Equipment for any unlawful purpose; and

7.1.8 not do or permit to be done anything which could invalidate the insurance referred to in clause 6, provided that nothing in this clause 7.1 shall prevent or restrict the Lessee from subletting the Equipment to its customers or arranging for its ultimate sale, as otherwise provided herein.

7.2 The Lessee acknowledges that One Net shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Lessee or its officers, employees, agents, contractors and/or other third-party, and the Lessee undertakes to indemnify One Net on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Lessee to comply with the terms of the Equipment Lease.

## **8. Maintenance and Additions**

8.1 The Lessee shall at all times and at its own expense keep the Equipment in good order, repair and condition (fair wear and tear excepted) and be responsible for all maintenance to the Equipment in accordance with the recommendations of the supplier and/or manufacturer.

8.2 Unless One Net shall consent in writing to the contrary (such consent not to be unreasonably withheld), no additions, improvements, variations, modifications, or alterations ("**Additions**") of whatsoever kind or nature shall be made to the Equipment. Any Additions to the Equipment shall first be offered for leasing by One Net upon the terms and conditions of this Agreement. In the event that Additions are made to the Equipment, then the same shall be deemed to be One Net property.

## **9. Acceptance and Warranty**

9.1 Upon initial receipt, the Lessee's acceptance of delivery of the Equipment shall be conclusive evidence that it has examined the Equipment and found it to be complete and in good order.

9.2 So far as One Net can reasonably procure (but without any liability being imposed upon One Net in respect thereof), the Lessee shall be entitled to the benefit of any guarantees or warranties which may be offered by the manufacturer of the Equipment, but the Equipment is not supplied by One Net with or subject to any conditions or warranties express or implied by statute or otherwise as to its/their quality or merchantability or fitness for any particular purpose all of which are hereby excluded, and One Net shall in no circumstances be liable to the Lessee for any breach of any such warranties or conditions.

## **10. Indemnification**

The Lessee shall indemnify, defend and hold One Net harmless against any and all losses, costs, charges, damages, liabilities, judgments, settlements and/or expenses, including attorneys' fees, suffered or incurred by One Net by reason of any claim made by any third party in respect of or arising out of the state, condition or use of the Equipment, or in any way relating to the Equipment or arising out of the Lessee's negligence, wilful misconduct or breach of this Agreement or an Equipment Lease.

## **11. Representations**

The Lessee represents that:

11.1 it has the power to enter into this Agreement, and any related Orders, and to exercise its rights and perform its obligations hereunder;

11.2 all corporate and other action required to be done, fulfilled and performed in order: (a) 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 Agreement; (b) to ensure that the obligations expressed to be assumed by it in the Agreement are legal, valid and binding; and (c) to make this Agreement admissible in evidence in its jurisdiction of incorporation, have been done, fulfilled and performed; and

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



## **12. Liability**

12.1 Without prejudice to clause 12.2, and except as to the Lessee's payment, insurance of the Equipment until returned to One Net and/or indemnity obligations, either Party's maximum aggregate liability to the other for breach of this Agreement and all Equipment Leases entered into in accordance with it (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Rental Payments paid or payable in the twelve (12) months preceding the date in which the cause of action accrued.

12.2 Nothing in this Agreement shall exclude or in any way limit:

12.2.1 either Party's liability for death or personal injury caused by its own negligence;

12.2.2 either Party's liability for fraud or fraudulent misrepresentation; or

12.2.3 any other liability which cannot be excluded by law.

12.3 Without prejudice to clause 12.2, neither Party shall be liable on any basis for any direct or indirect loss of profit, loss of goodwill, business opportunity or anticipated saving, or for indirect or consequential loss or damage under or in connection with this Agreement

12.4 Except as set out in this Agreement, 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.

## **13. Termination**

13.1 Without affecting any other right or remedy available to it, One Net may terminate an Equipment Lease with immediate effect by giving written notice to the Lessee if:

13.1.1 the Lessee fails to pay on two (2) or more occasions any amount due under an Equipment Lease 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 Agreement; or

13.1.2 the Lessee commits a material breach of any other term of the Equipment Lease 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.

13.2 Without affecting any other right or remedy available to it, One Net may terminate this Agreement, including all Equipment Leases entered into under the terms of this Agreement, with immediate effect by giving written notice to the Lessee if:

13.2.1 the Lessee commits multiple breaches of any term of an Equipment Lease (including across multiple Equipment Leases);

13.2.2 any indebtedness of the Lessee is not paid when due, any indebtedness of the Lessee is declared to be or otherwise becomes due and payable prior to its specified maturity or any creditor or creditors of the Lessee become entitled to declare any indebtedness of the Lessee due and payable prior to its specified maturity;

13.2.3 the Lessee is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the readjustment or rescheduling of all or any part of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;

13.2.4 the Lessee takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets;

13.2.5 if any execution or distress shall be levied upon any of the assets or property of the Lessee; or



13.2.6 the Lessee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 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.

#### **14. Consequences of Termination**

14.1 Upon termination of this Agreement and/or an Equipment Lease, however caused:

14.1.1 One Net's consent to the Lessee's possession of the Equipment shall terminate and One Net may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment; and

14.1.2 without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to One Net on demand:

(a) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to the terms and conditions of this Agreement;

(b) any costs and expenses incurred by One Net in recovering the Equipment and/or in collecting any sums due under this Agreement (including, but not limited to, any de-installation, travel, labour, storage, insurance, repair, transport, legal and remarketing costs).

14.2 Upon termination of this Agreement or an Equipment Lease pursuant to clauses 13.1 or 13.2, any other repudiation of this Lease by the Lessee which is accepted by One Net or pursuant to clause 13.3, without prejudice to any other rights or remedies of One Net, the Lessee shall pay to One Net on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement or the relevant Equipment Lease (as applicable) had continued from the date of such demand to the end of the Initial Term (or Additional Term).

14.3 The sums payable pursuant to clause 14.2 shall be agreed compensation for One Net's loss and shall be payable in addition to any sums payable pursuant to clause 14.1.2.

14.4 Termination or expiry of this Agreement or an Equipment Lease shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement or an Equipment Lease which existed at or before the date of termination or expiry.

#### **15. Service Suspension**

Without prejudice to any other rights under this Agreement, if the Lessee fails to pay on multiple occasions any amount due under an Equipment Lease as provided in clause 13.1.1, One Net shall be entitled to suspend the provision of the services provided by Inmarsat or its subsidiaries or affiliates associated with the Equipment (the "Services") to the Lessee and/or the Lessee's customer until payment is received in full, and Inmarsat shall have no liability to the Lessee or any third party caused by any such suspension of the Services. Compliance with Export Regulations

15.1 Notwithstanding the obligation on One Net pursuant to clause 5.5, both of the Parties acknowledge and agree that the execution of this Agreement and the performance of its obligations under this Agreement are subject to all applicable export controls or licences imposed by any governmental agency or regulatory authority and compliance with all applicable laws, sanctions, embargoes, enactments, directives and regulatory requirements. More specifically, the Parties acknowledge and agree that the Equipment delivered pursuant to this Agreement may be governed by U.S. export and re-export control laws, EU Export Control laws and other applicable countries' export laws, which the Parties agree to comply with in all respects. It is further acknowledged and agreed by the Parties that the provision of such Equipment to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. The Equipment may not be transferred, disclosed, or otherwise re-exported, except as in accordance with U.S. export and re-export control laws, EU Export Control laws, sanctions, embargoes, and any other applicable countries' export laws.

15.2 Notwithstanding the obligation on One Net pursuant to clause 5.5, the Parties hereby undertake to:

15.2.1 make reasonable efforts to inform the other Party of any restrictions relating to the Equipment based on U.S. export and re-export control laws, EU Export Control laws and any other applicable countries' export law; and



15.2.2 obtain any necessary licences, authorisations or permits necessary for the export, re-export, transfer or re-transfer where the Equipment delivered pursuant to this Agreement is governed by U.S. export, re-export control laws, EU Export Control laws and any other applicable countries' export laws; and

15.2.3 provide any requested documentation and/or information that is necessary to support the application of any required licences, authorisations or permits to the other (e.g. End User Undertaking form, statement of end use, etc.).

15.3 The Parties agree to comply with any embargoes, trade and economic sanctions laws or regulations that are applicable to any transactions pursuant to this Agreement.

15.4 The Parties agree to extend the obligations in this clause 16 to their respective sub-contractors and/or customers, as applicable, and shall use reasonable efforts to ensure their compliance.

## **16. Assignment**

16.1 One Net shall be entitled to assign the ownership of the Equipment or any of its rights under this Agreement to another party on notice to the Lessee. Additionally, One Net may appoint one of its affiliates as an agent for certain of its responsibilities under this Agreement, including but not limited to, invoicing and processing payments.

16.2 Except as otherwise provided in this Agreement, the Lessee shall not agree to sell, offer for sale, assign, mortgage, charge or sublet the Equipment or its rights under this Agreement without the prior written consent of One Net, provided that the Lessee shall be entitled to sublet the Equipment to its customer, in accordance with the terms and conditions set forth herein, without such consent.

## **17. Entire Agreement**

17.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **18. Variation**

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

## **19. No Partnership or Agency**

19.1 Nothing in this Agreement 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.

19.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person or entity.

## **20. 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 Agreement.

## **21. Third Party Rights**

A third party that is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act or any right of a party to this Agreement to enforce any term of this Agreement for and on behalf of such third party where applicable, except that One Net's affiliates may enforce the rights and benefits granted to it under this Agreement.





## 22. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement 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. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 23. Rights and Remedies

Except as expressly provided in this Agreement the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 24. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## 25. Notices

25.1 A notice under or in connection with this Agreement shall be in writing, in English and delivered personally, sent by first class post (and air mail if overseas), or by electronic mail to the Party as specified in clause 26.2, or to another person/department, address, or electronic mail specified by One Net (in the case of notices to One Net) or by the Lessee (in the case of notices to the Lessee) by notice to the other Party received before the notice was sent.

25.2 The address referred to in clause 26.1 is:

25.2.1 in the case of notices to One Net:

**Address:** 3, Thalia Street, CY 3011, Limassol / Cyprus

**Email:** [Michalis.h@onenet.global](mailto:Michalis.h@onenet.global), [billingcs@One Net.global](mailto:billingcs@One Net.global), [operations@onenet.global](mailto:operations@onenet.global)

marked for the attention of Michalis Hadjistylianou; and

25.2.2 in the case of notices to the Lessee:

The lessee shall provide the following details prior of signing the Activation and Order Form

- Address
- Email
- Marked for the attention of

## 26. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 27. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



## **SCHEDULE A**

### **GX Maritime Antenna Lease Order**

This GX Maritime Antenna Lease Order forms part of and is subject to the terms and conditions set forth by the Manufacturer which together form the Equipment Lease between the Parties.

*[GX Maritime Antenna Lease Order to include:*

- *Order Date*
- *Vessel Name*
- *Owner and manager Names*
- *Commencement Date*
- *[Initial Term (if not 60 month default period)]*
- *Details of Equipment*
- *Monthly Rental Amount / [Management Fee]*
- *Point of Delivery*

## **SCHEDULE B**

### **Delivery Destinations**

[PROPOSED LIST TO BE PROVIDED TO ONENET FOR REVIEW]