

### 1. DEFINITIONS

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In these Terms and Conditions:

“**ASA**” means the Annual Support Agreement between the Parties with regard to the Services which attaches, refers to or otherwise incorporates these Conditions;

“**Conditions**” means these Wärtsilä Voyage Annual Support Agreement (“ASA”) Terms and Conditions;

“**Customer**” means the contracting party which agrees to purchase the Services from Supplier under the ASA, for its own benefit, or for its customer(s) (the “**Customer’s Customer(s)**”) benefit (as applicable);

“**Equipment**” means the equipment as defined in the ASA;

“**Fees**” means the fees as set out in the ASA;

“**IPR**” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, semi-conductor topography rights, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Initial Term**” means the initial term as set out in the ASA;

“**Parties**” means Supplier and Customer, and “**Party**” means either one of them as applicable;

“**Products**” means any software and/or hardware and any other goods or equipment (including spare parts), as well as any documentation accompanying them, to be supplied by Supplier in connection with the Services;

“**Services**” means the services to be rendered by Supplier as set out in the ASA;

“**Specification**” means any Supplier specification for the Services as set out in the ASA;

“**Supplier**” means the legal entity which is party to the ASA as supplier of the Services;

“**Supplier’s Affiliate**” any other company within the Wärtsilä group of companies which is a subsidiary or holding company from time to time of Wärtsilä Voyage Limited, and any subsidiary from time to time of a holding company of Wärtsilä Voyage Limited.

“**Vessel(s)**” means the vessel(s) specified in the Vessel List.

“**Vessel List**” means the list of Vessel(s) as set out in Appendix 1 of the ASA;

### 2. BASIS OF CONTRACT & PRECEDENCE OF THESE CONDITIONS

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(a) These Conditions apply to the provision of the Services by Supplier to the exclusion of all other terms and conditions which Customer may seek to impose or incorporate in any order or similar document or by trade, custom, practice or course of dealing.

(b) Once the ASA is signed by the Customer this will constitute an offer by Customer to purchase the Services in accordance with these Conditions. The ASA shall only

be deemed to be accepted when Supplier countersigns the ASA, or starts to fulfil it, at which point the ASA shall come into existence.

(c) If there is a conflict between these Conditions and the terms set out in the ASA, the order of priority shall be, as applicable, the terms set out in the: (i) ASA; and (ii) these Conditions.

### 3. SERVICES SUPPLY AND SPECIFICATION

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(a) Supplier will supply the Services as set out in the ASA and generally in accordance with the Specification for the Initial Term unless terminated earlier in accordance with these Conditions. At the end of the Initial Term, the ASA shall automatically continue unless and until terminated in accordance with these Conditions. Supplier reserves the right to amend the Specification and/or Services without liability to Customer if required by any applicable statutory or regulatory requirements. In addition, Supplier's policy is one of continuous development and consequently the Specification may be amended and/or Services may differ from the Specification from time to time and Supplier will not accept liability in such cases except where any variation from the Specification is materially adverse to Customer. Supplier shall provide prompt notice to Customer of any changes referred to in this clause 3(a).

(b) All specifications, drawings, technical descriptions and other documents submitted by Supplier with or in connection with the Services are proprietary intellectual property of Supplier and its suppliers.

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#### 9. SERVICES

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(a) Supplier shall provide the Services to Customer in accordance with the Specification in all material respects and using reasonable care and skill.

(b) Supplier shall use all reasonable endeavours to meet any specified performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

(c) Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Supplier shall notify Customer in any such event.

(d) The following services are excluded from the scope of the Services (the “**Excluded Services**”):

(i) The services for any part of the Equipment that has been modified by or on behalf of the Customer (or the Customer’s Customer) without prior written permission of the Supplier.

(ii) The services which are necessary due to:

- Failure of any equipment or programs not supplied by the Supplier;
  - Catastrophe, lightning, fire, flood, or any other event outside the Supplier's control;
  - Negligence of the Customer (or Customer's Customer) or Customer's (or Customer's Customer's) personnel, accident, operator error, abuse or misuse outside the ordinary wear and tear of the Equipment, theft, water ingress, power surge, failure of air conditioning, humidity or other atmospheric conditions;
  - Relocation or transportation of the Equipment, except for preventative or maintenance purposes;
  - Damage resulting from external mechanical or electrical equipment not supplied by the Supplier;
  - Attempted maintenance and/or installation and deinstallation by persons unauthorized by the Supplier;
  - Failure of supplies or accessories not supplied by the Supplier or addition or removal of the same by unauthorised personnel;
  - Failure to operate the Equipment in accordance with the Supplier's instructions.
- (iii) The completion of the Annual Performance Service (APS) for the Equipment, including the associated labour and travel costs, are outside the scope of the ASA. The APS should be carried out by a certified engineer.
- (iv) The cost of any Equipment spare parts.
- (v) The labour charges for any service attendance on board a Vessel (including any additional travel and accommodation costs).
- (vi) Communication charges incurred by the use of the Translink\*.
- (vii) Software upgrades.

\*Customer (or Customer's Customer) is responsible for the provision of a Broadband Communication solution on the Vessel(s):

- VSAT/ LTE preferred with unlimited data.
- L-band (Fleet Broadband, Iridium) are acceptable technically. However, Customer (or Customer's Customer) is highly advised to observe any (metered) plan level (communications cost) the Satellite terminal is using.
- Customer (or Customer's Customer) must allow the Translink unit (class approved Wartsila VPN/Firewall) traffic to pass their firewalls.
- Customer (or Customer's Customer) is advised to monitor data traffic (costs) via its communication provider at all times.

Customer (or Customer's Customer) is responsible for all communication and data costs, and for controlling its usage (e.g. by rejecting requests for remote access). Supplier shall have no responsibility for Customer's (or Customer's Customer's) usage or cost of communications and data.

## 10. CUSTOMER ACKNOWLEDGEMENTS & OBLIGATIONS

Customer acknowledges and agrees that:

- (a) it would be prudent for Customer (or Customer's Customer) to insure against all loss or damage Customer (or Customer's Customer) may suffer as a result of Supplier's acts or omissions whether negligent or not;
- (b) Customer shall co-operate with Supplier and at its own cost and risk provide such supplies, services, delivery and other relevant instructions, documentation, information, access to its (or the Customer's Customer's) premises or vessel, facilities, permits, licenses, transportation to and from offshore installations and such other things which is required or necessary in due time and otherwise within reasonable time so as not to delay Supplier's performance of its obligations including any Services;
- (c) Customer shall be solely responsible and bear all risk in connection with the accuracy and completeness of all supplies, services, instructions, documentation, information and other work provided by it or its personnel or subcontractors (or the Customer's Customer), and Supplier is not responsible to control or correct such work, nor for any consequences that may occur as a result of default or errors therein;
- (d) **Customer acknowledges that the safe voyage planning, navigation, manoeuvring, operation and monitoring of and instructions and advice given to vessels are dependent on human skill and judgement and are the responsibility of the relevant appropriately qualified personnel responsible for such tasks in accordance with all applicable laws, regulations and best practices. Accordingly, Supplier will not be liable for any accident, damage or delay caused by or to any Vessel owned or operated by Customer (or Customer's Customer) or any other person whether or not the accident or damage is related to the Services;**
- (e) If Supplier's performance of any of its obligations in respect of the ASA is prevented or delayed by any act or omission by Customer (or the Customer's Customer) or failure by Customer (or the Customer's Customer) to perform any of its obligations under the ASA (**Customer Default**):
- (i) Supplier shall without limiting its other rights or remedies have the right to suspend performance of the ASA until Customer remedies Customer Default, and shall be relieved from the performance of any of its obligations to the extent Customer Default prevents or delays Supplier's performance of any of its obligations under the ASA (i.e. the Services);
- (ii) Supplier shall not be liable for any costs or losses sustained or incurred by Customer (or Customer's Customer) arising directly or indirectly from Supplier's failure or delay to perform any of its obligations; and
- (iii) Customer shall compensate Supplier for **(A)** costs and extra work, **(B)** additional costs for storage, **(C)** additional costs for travel, board and lodging for Supplier's personnel, **(D)** additional financing costs and costs of insurance, and **(E)** other documented costs, incurred by Supplier as a result of Customer Default.

## 11. FEES AND PAYMENT TERMS

- (a) The Fees applicable for the Services shall be set out in the ASA. Unless otherwise agreed in writing, Fees will be in the currency specified by Supplier in the ASA. For the avoidance of doubt, the cost of repairs, supplies (incl. spare parts) and associated/additional services (which are out of scope) rendered on board the Vessel(s) with regard to the Equipment is not covered by the Fees and shall be paid by the Customer separately subject to a separate invoice (and separate terms) issued by the Supplier. The Supplier's Service Engineer Travel & Expense information is set out in Wartsila's Home Ports list (which is available upon request). The Customer is advised to check this to avoid any unexpected costs associated with the Supplier's Service Engineer's travel and expenses.
- (b) Customer shall pay Supplier for Services in accordance with Fees and payment terms stated in the ASA. If such terms include any advance payments, Supplier shall not be obliged to commence delivery of Services until the advance

payment relating to such Services has been paid. In the absence of any other payment terms agreed in the ASA, payment for Services shall be made within thirty (30) days of the date of the relevant invoice issued by Supplier. Any sums not paid on the due date shall be subject to an interest charge at the rate of five percent (5%) per annum compounded on all amounts overdue until payment thereof, such to run from day to day and to accrue after as well as before any judgment. Customer shall pay the interest together with the overdue amount.

(c) If Customer requests any changes to the scope or Specification of the Services, Supplier reserves the right to amend the Fees and payment terms for the Services and shall not be obliged to implement any such changes to the Services until the changes and such amended fees and payment terms have been agreed in writing between the Parties.

(d) Supplier may, after giving reasonable advance notification to the Customer: (i) vary the Fee(s) quoted for the Services from time to time, but not more than once per calendar year and subject to a maximum increase of 5% per year and (ii) if Supplier's suppliers of products and services used in the Services increase their fees or change the terms relating thereto, pass such increase or changes on to Customer.

(e) Unless otherwise stated all Fees are quoted excluding taxes, levies, duties or similar governmental assessments of any nature including without limitation value added, sales, use or withholding taxes, assessable by any jurisdiction, which are payable by Customer.

(f) Customer shall pay all amounts due under the ASA in full without any set-off, counterclaim, deduction or withholding except as required by law. Supplier shall have the right at its sole discretion to reduce any outstanding Customer indebtedness which is due and payable to Supplier or any outstanding Supplier indebtedness which is due and payable to Customer by offsetting such indebtedness against any sums due and payable to Customer or to Supplier, as may be applicable.

## 12. INTENTIONALLY DELETED

## 13. ALL PRODUCTS ARE SOLD SEPARATELY AND SUBJECT TO ADDITIONAL TERMS

(a) Should the Supplier deliver any Products to the Customer (or the Customer's Customer), as part of the Services, the Customer acknowledges and agrees (and further procures that the Customer's Customer shall duly acknowledge and agree) that (i) all use of any software is subject to Customer's (or Customer's Customer's) compliance with the terms and conditions of Supplier's End User License Agreement (the "EULA") (available at <https://www.wartsila.com/docs/default-source/marine-documents/transas/WVL-EULA.pdf> (or such other web page that may be used from time to time), or upon request, or provided by Supplier) and (ii) all use of any hardware (including additional equipment and spare parts) is subject to Customer's (or Customer's Customer's) compliance with the terms and conditions of Supplier's General Terms and Conditions of Sale (the "GTCs") (available at <https://www.wartsila.com/transas>) or such other webpage that may be used from time to time, or upon request, or provided by Supplier) which are incorporated herein by this reference and may be updated from time to time at Supplier's discretion. If there is any conflict between these Conditions and the EULA or GTCs, these Conditions shall take precedence.

## 14. INTENTIONALLY DELETED

## 15. INTELLECTUAL PROPERTY

(a) Customer acknowledges (and, where applicable, shall procure that the Customer's Customer acknowledges) that all IPR in all documents, work products and other materials that are delivered to the Customer (or the Customer's Customer) under the ASA (and which form part of the Services) or are prepared by or on behalf of the Supplier in the course of performing the Services shall belong to and shall remain vested in Supplier or its licensors. None of the provisions of the ASA shall be interpreted in any way to constitute a full or partial transfer or assignment of any IPR by Supplier to Customer (or the Customer's Customer).

## 16. CONFIDENTIAL INFORMATION

Customer shall (and, where applicable, the Customer shall procure that the Customer's Customer shall) at all times, both during the term of the ASA, and for a period of five (5) years after its termination, keep in strict confidence all of Supplier's technical or commercial information, software products, IPRs, know-how, specifications, drawings, inventions, processes or initiatives or any other information in any form which relates to Supplier's business and/or the terms of the ASA and has been disclosed to Customer (or Customer's Customer) by or on behalf of Supplier (**Confidential Information**) and Customer shall (and, where applicable, the Customer shall procure that the Customer's Customer shall) restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors on a need to know basis for the purposes of discharging Customer's obligations to Supplier and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind Customer. Customer shall (and, where applicable, the Customer shall procure that the Customer's Customer shall) obtain Supplier's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship with Supplier. Customer will immediately give notice to Supplier of any unauthorised use or disclosure of the Confidential Information. Customer agrees to assist Supplier in remedying such unauthorised use or disclosure of the Confidential Information. This obligation will not apply to the extent that Customer can demonstrate (i) the disclosed information at the time of disclosure is part of the public domain and became part of the public domain, by publication or otherwise, except by breach of these Conditions; (ii) the disclosed information can be established by written evidence to have been in the possession of Customer (or Customer's Customer) at the time of disclosure; or (iii) the disclosed information is received from a third party without similar restrictions and without breach of these Conditions.

## 17. LIABILITY

(a) This clause 17 specifies the entire liability of Supplier including liability for negligence and in particular but without limitation all statutory or other express implied or collateral terms conditions or warranties are excluded to the fullest extent permitted by law. Supplier shall have no liability for any failure to deliver the Services to the extent that such failure is caused by events described in clause 18 hereof or by any Customer Default.

(b) Nothing in these Conditions shall limit or exclude Supplier's liability for:

- (i) death or personal injury caused by its negligence, or by the negligence of its employees, agents or subcontractors;
  - (ii) fraud or fraudulent misrepresentation; or
  - (iii) any other liability which cannot legally be excluded.
- (c) Subject to clause 17(b), Supplier shall under no circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:
- (i) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - (ii) any loss or corruption (whether direct or indirect) of data or information;
  - (iii) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
  - (iv) business interruption or any loss or liability (whether direct or indirect) under or in relation to any other contract; or
  - (v) any indirect or consequential loss or liability whatsoever.
- (d) Subject to clause 17(b), Supplier's total liability to Customer in respect of all other losses arising under or in connection with the ASA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid to Supplier under the ASA for the immediately preceding twelve (12) month period.
- (e) Customer is required to notify Supplier of any claim as soon as reasonably possible and in any event within ten (10) days of Customer suffering any alleged loss or damage.
- (f) Customer shall indemnify Supplier and its officers, directors, employees, affiliates, successors and assigns against, and hold them harmless from, all liability with regard to Services supplied to Customer (or Customer's Customer) under the ASA arising out of or in connection with (i) the use or misuse of the Equipment by the Customer (or Customer's Customer), its employees, contractors and/or agents (ii) any negligence or wilful acts or omissions of Customer (or Customer's Customer), its employees, contractors and/or agents; (iii) any breach of the ASA by Customer, its employees, contractors and/or agents; (iv) any property damage, bodily injury, personal injury, advertising injury and wrongful death caused directly or indirectly by Customer (or Customer's Customer), its employees, contractors and/or agents; and (v) any accident, damage or delay caused by or to any Vessel owned or operated by Customer (or Customer's Customer) or any other person, property damage, bodily injury, personal injury or wrongful death caused directly or indirectly by Customer (or Customer's Customer), its employees, contractors and/or agents.

## 18. FORCE MAJEURE

- (a) For the purposes of these Conditions, **Force Majeure Event** means an event beyond the reasonable control of Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other party), failure of a utility service or transport network, imposition of transport restrictions, act of God, war, acts of terrorism and threats of terrorism, any measures taken by public authorities in connection with the threat of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, imposition of sanctions, accident, breakdown of plant or machinery, fire, explosions, flood, storm, epidemics,

quarantines and any other governmental restriction in connection with such epidemics and quarantines, or default of suppliers or subcontractors.

- (b) Supplier shall not be liable to Customer as a result of any delay or failure to perform its obligations under the ASA as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Supplier from providing any of the Services for more than 6 months, either Party may terminate the ASA immediately by giving written notice to the other Party.
- (d) The Parties agree that COVID-19 shall be deemed an excusable event under the ASA and Supplier shall not be liable for any resulting effect on its performance of its obligations. Supplier shall keep Customer informed of the implications of COVID-19 on its performance. The Parties shall work together and take reasonable steps to mitigate the effects of COVID-19 on the performance of the ASA. Supplier will invoice all service personnel time for quarantine time due to government regulations and customer guidelines related to containing the COVID-19 virus to Customer's account.

## 19. TERMINATION AND SUSPENSION

- (a) Without prejudice to any claim or right it might otherwise make or exercise, Supplier shall have the right forthwith to terminate the ASA with immediate effect by notice and to claim for any losses, costs or expenses thereby incurred if:
- (i) Customer commits a material breach of any term of the ASA (including a failure to pay any amount due under the ASA on the due date for payment) and (if such a breach is remediable) fails to remedy that breach within 30 days of Customer being notified in writing to do so;
  - (ii) Customer makes or offers to make any arrangement or composition with creditors or suffers any act of insolvency, bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against Customer, or if any resolution or petition to wind up Customer is passed or presented otherwise than for reconstruction or amalgamation or if a receiver of Customer's property or assets or any part thereof is appointed (or, if any step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction) or if a third party seizes or threatens to seize the Products before legal ownership has passed to Customer in accordance with clause 6 above.
  - (iii) Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (iv) Customer's financial position deteriorates to such an extent that in Supplier's opinion Customer's capability to adequately fulfil its obligations under the ASA has been placed in jeopardy.
- (b) The Customer may terminate the ASA by giving not less than three (3) months written notice to the Supplier. No refund of the Fees, as set out in the ASA, paid in advance shall be given.
- (c) Without limiting its other rights or remedies, Supplier may suspend provision of the Services under the ASA if Customer becomes subject to any of the events listed in clause 19 (a)(i) to (a)(iv) above, or Supplier reasonably believes that Customer is about to become subject to any of them, or if Customer fails to pay any amount due under the ASA on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

- (d) On termination of the ASA for any reason Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest.
- (e) Termination of the ASA shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim monies due or damages in respect of any breach of the ASA that existed at or before the date of termination.

## 20. DATA PROTECTION

(a) In this clause 20, the following definitions shall apply:

**Agreed Purposes:** the performance of the ASA by each Party.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then (ii) any successor legislation to the GDPR.

**Permitted Recipients:** The Parties, the staff of each Party and any third parties which perform obligations in connection with the ASA.

**Shared Personal Data:** the personal data to be shared between the Parties under clause 20(b). Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

(i) Categories of personal data: Name, Work Address, Work or Personal Email Address and telephone number (including mobile telephone number);

(ii) Categories of data subject: the staff of Supplier, Customer (and, where applicable, Customer's Customer) and any other party which performs obligations in connection with the ASA.

(b) **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the Parties as data controllers. Each Party acknowledges that one Party (the Data Discloser) will regularly disclose to the other Party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

(c) **Effect of non-compliance with Data Protection Legislation.** Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other Party to terminate the ASA with immediate effect.

(d) **Particular obligations relating to data sharing.** Each Party shall:

(i) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

(ii) process the Shared Personal Data only for the Agreed Purposes;

(iii) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(iv) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Conditions;

(v) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful

processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(vi) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

(1) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

(2) ensures that (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (B) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (C) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

(e) **Mutual assistance.** Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

(f) **Supplier Privacy Notice.** Full details of Supplier's personal data processing activities are set out in the Supplier Privacy Notice which is available at: <https://www.wartsila.com/legal-privacy/privacy> Customer shall provide details of or access to the Supplier Privacy Notice to any data subject whose details are shared with Supplier by Customer and/or who works on behalf of Customer in connection with the ASA.

## 21. GENERAL

(a) **Governing Law and Disputes.**

(i) These Conditions and the ASA shall be governed by and construed in accordance with the law of England.

(ii) Any dispute arising out of or in connection with these Conditions and the ASA, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. English law and the Arbitration Act 1996 (or any replacement Act) shall apply. The language to be used in the arbitral proceedings shall be English. A request by a party to a court of competent jurisdiction for interim measures necessary to preserve that party's rights, including pre-arbitration attachments or injunctions, shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The arbitration award shall be final and binding upon the Parties.

(b) **Relationship of the Parties.** The Parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties in any way. Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf.

(c) **Assignment and subcontracting.** Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the ASA provided that if Supplier subcontracts its obligations it shall remain liable for them. The Customer may not assign, transfer, sub-contract the ASA. If the Vessel(s) is/are sold to a third party and the Customer (or Customer's Customer) procures that such third party will sign a new ASA with the Supplier for the Vessel(s) then the Supplier shall waive the Fee(s), as set out in the ASA, with such third party (i.e. the new customer) in the new ASA for the remainder of the Vessel(s)'s then current ASA 12-month term (but all Fee(s) thereafter shall be charged at the Supplier's prevailing rates at such time).

- d) Notices.** Any notice or other communication given to a Party under or in connection with the ASA shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- (e) Severance.** If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected. If any invalid, unenforceable or illegal provision of the ASA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- (f) Waiver.** A waiver of any right or remedy under the ASA is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the ASA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (g) Third Parties.** Except as expressly provided, a person who is not a party to it has no rights to enforce any term of the ASA.
- (h) Survival of Terms.** The provisions of the ASA which expressly or by implication survive expiration or termination thereof shall continue in full force and effect until all obligations are satisfied.
- (i) Entire Agreement.** The ASA constitutes the entire agreement between the Parties. The ASA (including these Conditions) supersede all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter hereof.
- (j) Consumer.** Where Products are sold under a consumer transaction the statutory rights of the consumer are not affected by these Conditions.
- (k) Variation.** No modification of the ASA (including but not limited to the scope of the Services) shall be effective unless made by an express written agreement between the Parties.
- (l) Language.** The language of these Conditions is English. Any translation of these Conditions into any other language shall be for convenience only and shall have no legal effect, and the English language text shall in any event prevail.
- (m) Anti-Bribery.** Each Party represents and confirms that it is aware of, understands, and will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive a bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the performance of the ASA.
- (n) Technical Data Collection.** The Customer agrees (and, where applicable, the Customer shall procure that the Customer's Customer agrees) that the Supplier may use tools or third party analytical software to collect and use certain technical data, which does not directly enable Supplier to identify any individuals ("non-personal data"), gathered in connection with the Services provided to Customer (or Customer's Customer). Customer agrees (and, where applicable, the Customer shall procure that the Customer's Customer agrees) that Supplier may collect, use and disclose to Supplier's partners, affiliates and contractors non-personal data, including but not limited to: (i) device properties, including, but not limited to IP address, Media Access Control address and unique device identifier or other device identifier; (ii) device software platform and firmware; (iii) mobile phone carrier; (iv) geographical and hydrographical data; (v) vessel data; and (vi) other technical non-personal data, as reasonably required by Supplier to provide the Services (including monitoring the system and providing remote support and maintenance), to provide customized services or technologies to Customer (or Customer's Customer) and to improve its products and services provided to customers generally. Supplier will not disclose this information in a form that personally identifies Customer (or Customer's Customer) or any individual without the necessary consent provided by Customer (or Customer's Customer) or other legal basis. Customer recognizes and agrees (and, where applicable, the Customer shall procure that the Customer's Customer recognizes and agrees) that Supplier and any analytics companies utilized by Supplier and its affiliates may combine the information collected with other information they have independently collected from other services or products relating to Customer's (or Customer's Customer's) activities. These companies collect and use information under their own privacy policies.