

END-USER LICENCE AGREEMENT

This End-User Licence Agreement ("**EULA**") constitutes a legal agreement between You (either as an individual user, corporation or other legal entity) and Wärtsilä Voyage Limited, a company registered in Ireland with company number 360963 whose registered office is at 13-18 City Quay, Dublin 2, D02 ED70, Ireland, and/or its corporate affiliates or subsidiaries ("**Company**") for the use of the Software and Hosted Services and associated Documentation (as defined below).

BY DOWNLOADING, INSTALLING, COPYING, OBTAINING A LICENCE KEY TO, ACTIVATING VIA THE INTERNET OR EMAIL DATA EXCHANGE, OR OTHERWISE ACCESSING OR USING ALL OR ANY PORTION OF THE SOFTWARE OR THE HOSTED SERVICES, CLICKING ON THE "ACCEPT" OR "AGREE" BUTTON, OR USING ANY OTHER MECHANISM TO ACKNOWLEDGE AND AGREE TO THIS EULA ("**ACTIVATION**"), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, AS IT MAY BE AMENDED BY TIME TO TIME, AND THAT THIS EULA IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. PLEASE READ THIS EULA CAREFULLY. THE FIRST DATE OF ACTIVATION OR OTHER USE OF THE SOFTWARE OR THE HOSTED SERVICES BY YOU IS HEREINAFTER REFERRED TO AS THE EFFECTIVE DATE OF THIS EULA (the "**Effective Date**"). IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, DO NOT USE, ACCESS OR OTHERWISE ACCEPT THE SOFTWARE OR THE HOSTED SERVICES.

1. DEFINITIONS

"**Applicable Licence**" means one of the following: (i) a Demo Licence; or (ii) a Subscription Licence; or (iii) a Time-Limited Licence; or (iv) a Full Licence, which shall be determined in accordance with section 2.2 below.

"**Authorised Supplier**" means any approved third-party supplier of the Company's Solutions.

"**Chart Software**" means electronic navigation charts supplied by Company.

"**Contract**" means the contract between Company and You (if applicable) for the supply of the Software and/or Services (which shall, if applicable, include terms and conditions together with any quotation, accepted order and other agreed documentation, to the extent legally incorporated into the contract).

"**Documentation**" means the standard end-user technical documentation, specifications, materials, and other information Company or an Authorised Supplier supplies with the Software and/or Services.

"**Demo Licence**" means a non-exclusive, temporary, revocable, non-transferable, non-assignable, terminable licence (without the right to sublicense) to use and/or access the Software in accordance with section 2.2 below solely for non-commercial, non-production, internal demonstration and evaluation use for a temporary period from the Effective Date as specified by Company (the "**Demo Period**").

"**Full Licence**" means a non-exclusive, revocable, non-transferable, non-assignable, terminable licence (without the right to sublicense) to use the Software in accordance with section 2.2 below for a perpetual period beginning on the date specified in 2.2(d) and continuing unless and until terminated in accordance with section 7 below ("**Full Licence Term**").

"**Hosted Service(s)**" means any Company services provided over the internet in connection with the Software.

"**Services**" means any services provided by Company in connection with the Software (including but not limited to the Hosted Services, any managed services, equipment rental services and/or support and maintenance services) and as further set out within the Contract or otherwise agreed in writing by Company.

"**Software**" means all software, including but not limited to the Chart Software and Third-Party Software, delivered and/or made available to You by Company. The Software does not include updates or upgrades (or any installation in this regard) unless otherwise agreed in writing by Company.

"**Subscription Licence**" means a non-exclusive, revocable, non-transferable, non-assignable, terminable licence (without the right to sublicense) to use the Software in accordance with section 2.2 below for the agreed time period during which the Software and/or the Services are provided to You, including but not limited to the duration of any managed services contract (the "**Subscription Term**").

"**Term**" means either the Demo Period, Full Licence Term, Subscription Term or Limited Term (as applicable).

“**Third-Party Software**” means the software and data of certain third parties that Company may deliver as part of the Software and/or the Services, including but not limited to any third-party open source components.

“**Time-Limited Licence**” means a non-exclusive, temporary, revocable, non-transferable, non-assignable, terminable licence (without the right to sublicense) to use the Software in accordance with section 2.2 below, for a temporary period beginning on the Effective Date and expiring on such date as may be agreed in the Contract or otherwise specified by Company (“**Limited Term**”).

“**Company’s Solutions**” means Company’s Software and/or hardware products and Services supplied by Company or an Authorised Supplier.

“**Use**” (or “**use**”) means to cause a computer system to execute any portion of the Software in accordance with the Documentation or to make use of any Documentation or related materials in connection with the execution of any portion of the Software, as well as to make use of any of the Hosted Services.

“**You**” means the entity or individual that is the licensee of the Software and/or the Hosted Services under this EULA. If the licensee is an individual, “You” means the individual who agreed to the terms of this EULA as provided herein. If the licensee is not an individual but some form of legal entity, “You” means that entity, but in addition the individual who clicked the “ACCEPT” or “AGREE” button or otherwise accepted the conditions of this EULA representing to Company that he or she is authorized by the licensee entity to enter into this EULA.

2. GRANT OF LICENCE, RIGHT OF ACCESS

2.1 Grant of Licence

Subject to the terms, conditions, and limitations of this EULA and the payment of the applicable fees to Company, Company grants and You accept an Applicable Licence to use the Software in connection with the normal and proper intended use of the Company’s Solutions and in accordance with the applicable Documentation. You shall not have any title or ownership to the Software other than the rights to use the Software granted by the Applicable Licence.

2.2 Type of Applicable Licence

Unless otherwise specified in the Contract or otherwise specified in writing by Company, the following types of Applicable Licence shall apply (for the avoidance of doubt, in no event shall this EULA be interpreted to provide You with more than one type of Licence for the same Software at a time):

(a) Demo Licence

- (i) Where Software is provided for demonstration purposes, a Demo Licence shall apply.
- (ii) Unless You pay the applicable fee for the Software and, in any event, at the end of the Demo Period, Your right to Use such Software shall automatically expire and Company may take steps to render the Software provided under a Demo Licence inoperable or inaccessible. Company may terminate Your Demo Licence upon written notice at any time for any reason and without liability of any kind. If You wish to use the Software after expiration of the Demo Period, then You must acquire either a Full Licence, a Time Limited Licence or a Subscription Licence (as applicable) and pay the applicable fees.
- (iii) Software licensed under a **Demo Licence** is intended for internal evaluation, demonstration and testing purposes only. Any such use is at Your own risk, and the Software do not qualify for any maintenance and support services. If You do not convert to either a Full Licence or a Time Limited Licence or a Subscription Licence prior to the expiration of the Demo Period, You may lose any customizations made in the Software (as applicable) during the Demo Period.

(b) Subscription Licence

- (i) Where Software is provided as part of a managed services contract or other service or rental contract, a Subscription Licence shall apply.
- (ii) Unless You pay the applicable fee for the Software, and in any event, at the end of the Subscription Term, Your right to Use such Software shall automatically expire and Company may take steps to render the Software provided under a Subscription Licence inoperable or inaccessible.

(c) Time-Limited Licence

- (i) Where Software provided in connection with a contract where (i) completion of the contract is conditional on any acceptance testing, certification and/or any other procedure, milestone or

- condition (“Conditions”) and satisfaction of any Conditions remains outstanding or (ii) any payment to Company remains outstanding or pending, a Time-Limited Licence shall apply until satisfaction of all Conditions and payment of all payments to Company.
- (ii) Prior to the expiration of the Time-Limited Term, a warning message will be displayed in the Software, advising You of the Limited Term expiration date. After expiration of the Limited Term, Your right to Use such Software shall automatically expire and Company may take steps to render the Software provided under a Subscription Licence inoperable or inaccessible.
 - (iii) Upon completion of all Conditions and provided that all due or pending payments to Company have been made (with the exception of any fees due after expiration of any warranty period for the Company’s Solutions as may be set forth in the Contract), Your Time-Limited Licence will be converted to a Full Licence (“**Conversion**”).
- (d) Full Licence
- (i) A Full Licence shall apply (A) from the date on which a Time-Limited Licence Conversion occurs pursuant to 2.2(c) or (B) in all other cases where Company’s Solutions have been sold (not rented) by Company and there remain no outstanding or pending payments to Company (with the exception of any fees due after expiration of any warranty period for the Company’s Solutions as may be set forth in the Contract), from the date of final payment to Company.
 - (ii) A Full Licence is conditional upon (a) completion of all Conditions; and (b) payment of all applicable fees to Company in full (with the exception of any fees due after expiration of any warranty period for the Company’s Solutions as may be set out in the Contract).

2.3 Third-Party Software.

Any Third-Party Software or other third party materials which may be included within or accompany the Software and/or the Services is licensed to You subject to the terms and conditions of the Third-Party Software licence agreements (if applicable) which may be included or referenced in or with such Third-Party Software or other materials. You agree to comply with such terms. In addition, You take sole responsibility for obtaining and complying with any licences that may be necessary to use third-party software, data or other materials that You use or obtain for use in conjunction with the Software. You acknowledge and agree that Company has no responsibility for, and makes no representations or warranties regarding, such third-party software, data or other materials or Your use of such third-party software, data or other materials. You will only contact such third parties, as listed in the Third-Party Software, for the limited purpose of enquiring about the products and/or services of the companies or organizations listed therein. Furthermore, You acknowledge and agree that such third parties reserve the right, without prior approval from or notice to Company (or You), to make changes to their Third-Party Software and to withdraw any content from the Third-Party Software.

3. COPY OF SOFTWARE

This EULA authorizes You to (a) load the Software in a machine-readable form into the temporary or permanent memory of one (1) computer system (“System”) as provided in the Documentation or as may be otherwise communicated by Company from time to time; (b) physically transfer the Software from one System to another so long as the Software is not installed on more than one (1) System at any time unless a separate licence fee has been paid for each additional System; and (c) to make copies of the Software only for back-up or archival purposes, provided, however, that no more than two (2) copies will be in existence under any licence at any one time. Any and all Software copies are subject to the terms and conditions of this EULA and must bear the copyright and other proprietary markings or legend on or in the original media as well as any restricted rights, legend or warnings on or in the original data. You shall not use or attempt to use the Software except as authorised in this EULA unless otherwise agreed in writing by Company.

4. USE OF SERVICES AND HOSTED SERVICES

Services. Company may provide, and You may elect to receive or benefit from, certain Services from time to time. Any Services are subject to the applicable terms of the Services as set out further in the Contract or otherwise specified in writing by Company. If You request, accept, or make use of any Services, You agree to be bound by such terms, and acknowledge that Company may require a further acceptance of such terms. Unless otherwise agreed in the Contract or stated in writing by Company, You acknowledge and agree that Company has no obligation whatsoever to furnish any maintenance or support services with respect to the Software. Company may provide maintenance and support services in the form of telephone, online assistance, corrections, updates, upgrades, bug fixes and/or enhancements to the Software but always subject to a separate written contract. The provision of Services by Company is subject to You having an Applicable Licence in place in respect of the relevant Software.

Hosted Services. To access the Hosted Services, You may be asked to provide certain registration details or other information, including, without limitation, email addresses, before any use of, or access to, the Hosted Services will be permitted. Use of the Hosted Services is conditional upon You providing complete and accurate information and updating Your registration information as needed. You are required to keep your username and password confidential and agree not to share them with any third parties. You will remain responsible for all actions taken through Your Hosted Services online account. You are responsible for ensuring that Your networks and systems are adequately secured against unauthorized intrusion or attack and for regularly backing up your data and files in accordance with good computing practices.

In order to use the Hosted Services You must use, and provide at Your own expense, one or more compatible devices, Internet access, certain software and You may be required to obtain updates or upgrades to the foregoing. Your ability to use the Hosted Services may be affected by the performance of the aforementioned. You acknowledge and agree that system requirements for the Hosted Services may change and You are solely responsible for meeting the system requirements at Your own risk and expense.

5. RESTRICTIONS

THIS EULA AND ANY OF THE LICENCES, SOFTWARE, SERVICES, DOCUMENTATION OR OTHER MATERIALS TO WHICH IT APPLIES MAY NOT BE ASSIGNED, SUB-LICENSED, HIRED, LENT OR OTHERWISE TRANSFERRED BY YOU IN WHOLE OR IN PART UNLESS COMPANY'S PRIOR WRITTEN CONSENT IS OBTAINED. YOU MAY NOT, AND YOU MAY NOT PERMIT ANYONE ELSE, UNDER ANY CIRCUMSTANCES TO (a) COPY ANY OF THE ELECTRONIC MATERIALS OR DOCUMENTATION ACCOMPANYING THE SOFTWARE AND/OR THE SERVICES, IF ANY, OR DISTRIBUTE COPIES OF THE SAME TO ANY THIRD PARTIES; (b) REMOVE ANY COPYRIGHT OR OTHER PROPRIETARY MARKING, LEGEND OR NOTICE INCLUDED IN THE SOFTWARE OR ACCESSED IN CONJUNCTION WITH OR THROUGH THE SOFTWARE ; (c) COPY, MODIFY, ADAPT, TRANSLATE, CREATE A DERIVATIVE WORK OF THE SOFTWARE OR USE IT, IN WHOLE OR IN PART, FOR ANY PUBLIC DISPLAY OR PERFORMANCE, EITHER ON A NETWORK OR OTHERWISE; (d) REVERSE-ENGINEER, DECOMPILE, DISASSEMBLE OR ATTEMPT TO OTHERWISE DERIVE THE SOURCE CODE OF THE SOFTWARE; (e) WORK AROUND OR TAKE ANY MEASURE TO CIRCUMVENT TECHNICAL LIMITATIONS OR DEFEAT THE SECURITY OR CONTENT RULES PROVIDED OR CONTAINED IN THE SOFTWARE ; (f) INTERFERE WITH OR DISRUPT THE INTEGRITY OF THE HOSTEDSERVICES OR ANY DATA CONTAINED THEREIN; (g) ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO THE HOSTED SERVICES OR THEIR RELATED SYSTEMS OR NETWORKS; (h) MISAPPROPRIATE ANY OF THE SOFTWARE, TECHNOLOGY OR THE HOSTED SERVICES OR PERMIT, ENABLE OR ASSIST ANY THIRD PARTY TO ACCESS OR USE ANY OF SOFTWARE OR THE HOSTED SERVICES UNLESS OTHERWISE AGREED BY COMPANY IN WRITING; (i) USE THE SOFTWARE OR THE HOSTED SERVICES IN ANY MANNER WHICH IS NOT EXPRESSLY AUTHORIZED BY THIS EULA OR DOCUMENTATION. YOU WILL NOT ATTEMPT TO USE THE SOFTWARE (OR ANY PART THEREOF) IN EXCESS OF YOUR LICENSED CAPACITY.

U.S GOVERNMENT ENTITIES: AS DEFINED IN FEDERAL ACQUISITION REGULATION (**FAR**) SECTION 2.101, DEFENSE FEDERAL ACQUISITION REGULATION (**DFAR**) SECTION 252.227-7014(A)(1) AND DFAR SECTION 252.227-7014(A)(5) OR OTHERWISE, ALL SOFTWARE AND ACCOMPANYING DOCUMENTATION PROVIDED

IN CONNECTION WITH THIS EULA ARE "COMMERCIAL ITEMS," "COMMERCIAL COMPUTER SOFTWARE" AND/OR "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION." CONSISTENT WITH DFAR SECTION 227.7202 AND FAR SECTION 12.212 AND ANY USE, MODIFICATION, REPRODUCTION, RELEASE, PERFORMANCE, DISPLAY, DISCLOSURE OR DISTRIBUTION THEREOF BY OR FOR THE U.S. GOVERNMENT SHALL BE GOVERNED SOLELY BY THE TERMS OF THIS EULA AND SHALL BE PROHIBITED EXCEPT TO THE EXTENT EXPRESSLY PERMITTED BY THE TERMS OF THIS EULA. YOU WILL ENSURE THAT THE SOFTWARE USED OR POSSESSED BY OR FOR THE GOVERNMENT IS LABELLED TO REFLECT THE FOREGOING.

NOTICE REGARDING CHART SOFTWARE & HOSTED SERVICES:

WARNING: THE FOLLOWING WARNING APPLIES ONLY TO THE CHART SOFTWARE INCORPORATED WITHIN COMPANY'S TX-97 AND ANY OTHER NON-OFFICIAL CHART COLLECTIONS: NO NATIONAL HYDROGRAPHIC OFFICE HAS VERIFIED THE INFORMATION CONTAINED IN THE CHART SOFTWARE AND NONE ACCEPTS LIABILITY FOR THE ACCURACY OF REPRODUCTION OR ANY MODIFICATION MADE THEREIN. CHART SOFTWARE IS NOT INTENDED AS A SUBSTITUTE FOR OFFICIAL GOVERNMENTAL CHARTS AND DOES NOT NECESSARILY CONTAIN THE LATEST CHART CORRECTIONS. CHART SOFTWARE SHOULD ALWAYS BE USED IN CONJUNCTION WITH UPDATED GOVERNMENT PAPER CHARTS AND NOTICES TO MARINERS. CHART SOFTWARE IS ONLY A NAVIGATIONAL AID AND IS NOT A SUBSTITUTE FOR ANY NAVIGATIONAL EQUIPMENT THAT MAY BE REQUIRED UNDER APPLICABLE REGULATIONS OR LAW. CHART SOFTWARE IS NOT FAULT-TOLERANT AND SHOULD NOT BE RELIED UPON FOR PERSONAL SAFETY OR FOR ANY PURPOSE REQUIRING PRECISE MEASUREMENT OF DIRECTION, DISTANCE, LOCATION OR BATHYMETRY AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS IN WHICH THE FAILURE OF THE CHART SOFTWARE COULD LEAD DIRECTLY OR INDIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. USE OF THE CHART SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

WARNING: CHART SOFTWARE AND RELATED SOFTWARE APPLICATIONS ARE NOT INTENDED FOR NAVIGATION OR FOR NAVIGATIONAL USE AND SHOULD NOT BE RELIED ON FOR SUCH PURPOSE. IN NO EVENT SHALL COMPANY OR ITS LICENSORS HAVE ANY LIABILITY ARISING OUT OF ANY NAVIGATIONAL USE OF SUCH SOFTWARE. YOU ACCEPT FULL RESPONSIBILITY FOR THE USE OF ANY INFORMATION OR GUIDANCE YOU OBTAIN USING SUCH SOFTWARE.

WARNING: COMPANY DOES NOT WARRANT THAT YOUR USE OF THE CHART SOFTWARE AND HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CHART SOFTWARE AND HOSTED SERVICES AND/OR THE INFORMATION OBTAINED BY YOU WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THAT THE SAFE VOYAGE PLANNING AND NAVIGATION OF A VESSEL IS DEPENDENT ON HUMAN SKILL AND JUDGEMENT AND IS THE RESPONSIBILITY OF THE RELEVANT PERSONNEL RESPONSIBLE FOR SUCH TASKS.

WARNING: COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

You acknowledge and agree that (i) the Software is licensed and not sold to You, (ii) by accepting the licences set forth in this EULA, You acquire only the right to use the Software in accordance with the terms of the Applicable Licence and this EULA, and (iii) the copyright, trademark, patent, trade secret, and all other intellectual property rights of any nature in the Software and the accompanying materials, including any rights in derived, modified or adapted

versions of the Software, associated source code or in any other intellectual property of Company, its licensors, their successors and assigns, are and shall remain the property of Company, its licensors, their successors and assigns. Nothing in this EULA should be construed as transferring any aspect of such rights to You or any third party, whether by implication, estoppel or otherwise. The Software is protected under copyright law and international treaties. You will take any and all actions that may reasonably be required by Company or any third party to protect such proprietary rights as owned by Company or third parties. You acknowledge and agree that Third-Party Software licensors and suppliers are authorised to hold You responsible for any copyright infringement or breach of this EULA and/or any licence terms accompanying such Third-Party Software.

This EULA does not grant any rights to future upgrades, updates or supplements of the Software (or the installation thereof), which will only be provided if agreed in the Contract or otherwise agreed in writing by Company. If upgrades, updates or supplements to/of the Software are provided by Company, however, the use of such upgrades or updates is governed by this EULA and the Applicable Licence and any amendments that may accompany them and may be subject to additional payments and conditions.

Should You discover any unauthorized use of the Software by any third-party you agree to inform Company immediately in writing of all such discoveries.

You acknowledge that the Software (including the source and object codes, logic and structure) and the Services constitute valuable proprietary information and includes Company's trade secrets and copyrights and You will preserve the confidentiality of the Software and the Services with the same degree of care which You employ to protect Your own confidential information and, in any case, with at least reasonable and prudent care.

7. TERM AND TERMINATION

This EULA and Your right to use and access the Software will automatically and immediately terminate and Company may take steps to render the Software inoperable or inaccessible (a) upon termination of either a Full Licence or a Subscription Licence (as applicable); or (b) in respect of a Demo Licence You do not acquire either a Full Licence, a Time Limited Licence or a Subscription Licence (as applicable) at the end of the Demo Period or (c) in respect of a Time Limited Licence there is no Conversion to a Full Licence at the end of the Limited Term -or (d) if You fail to make any payment to Company, or its Authorised Supplier, in respect of any Company's Solutions) and you fail to cure that payment breach within thirty (30) days of notice or (e) You breach any term of this EULA or any applicable law and fail to cure that breach within thirty (30) days of notice. You may terminate this EULA at any time by destroying all copies of the Software in Your possession or under Your control. Upon termination of this EULA for any reason, all rights granted to You will immediately cease and You will immediately cease all use of the Software and the Hosted Services (if applicable) and destroy the original and any copy of the Software in your possession and all of its component parts, source code, Documentation, and related materials, and certify to Company that they have been destroyed. Any cause of action that Company, its licensors, their successors and assignees may have against You for breach of this EULA, before the date of termination, shall survive such termination. Company may also terminate this EULA if You become subject to bankruptcy proceedings, become insolvent, make an arrangement with Your creditors or go into liquidation. Termination of this EULA for any reason will not excuse Your obligation to pay in full any and all amounts due for the Software, nor will termination result in a refund of any fees paid by You for the Software.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND OR IN ANY WAY RELATED TO ERROR-, OR BUG-FREE OR UNINTERRUPTED OPERATION, SECURITY, RELIABILITY, TIMELINES, OR PERFORMANCE, AVAILABILITY OF SUPPORT, CORRECTIONS OR UPDATES. COMPANY HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS (EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT), IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO,

ANY IMPLIED WARRANTIES OF VALIDITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OPERABILITY AND INTEROPERABILITY, QUALITY OF SERVICE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ANY THIRD PARTY CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA.

9. LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL COMPANY OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT (INCLUDING BUT NOT LIMITED TO WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF COMPANY) OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, REVENUE OR GOODWILL, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY AND ALL OTHER LOSSES) ARISING OUT OF OR RELATING TO THIS EULA, YOUR USE OF OR INABILITY TO USE THE SOFTWARE, OR YOUR USE OF OR RELIANCE ON ANY DATA YOU MAY ACCESS IN CONNECTION WITH YOUR USE OF THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, COMPANY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT YOU PAID TO COMPANY FOR THE SOFTWARE IN THE 12 MONTHS PRECEDING THE DATE THE CLAIM ARISES. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT OR EXCLUDE (i) ANY LOSS OR DAMAGES FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF COMPANY, (ii) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, OR (iii) ANY RIGHTS ARISING FROM WHERE A PARTY TO A CONTRACT IS SAID TO DEAL AS A CONSUMER.

You acknowledge that (i) Software related to the operation and monitoring of vessels (including but not limited to solutions relating to onboard navigation and remote ship traffic control) are provided only as an aid to decision making, and (ii) 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, Company will not be liable for any accident, damage or delay caused by or to any vessel owned or operated by You or any other person whether or not the accident or damage is related to the operation or failure of the Software.

10. EXCLUSIONS

Some jurisdictions do not allow the exclusion or limitation of warranties or liability for incidental or consequential damages. Accordingly, some of the above exclusions and limitations apply only to the extent permitted by law in the applicable jurisdiction.

11. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Company and its licensors, contractors, subcontractors, and agents from and against any and all claims (including claims by third parties), costs and expenses (including attorneys' fees), arising out of or in any way relating to your breach of any of the terms set out herein and this provision shall survive the termination of this EULA.

12. DATA PROTECTION

You agree to comply with all applicable laws and regulations which may govern Your use of the Software pertaining to the collection and use of personal data (if applicable).

Company will hold and process, both electronically and manually, personal data which is necessary for the performance of this EULA and for other lawful processing reasons in Company's legitimate interests. Full details of Company's personal data processing activities are set out in the Company Privacy Notice which is available at: <https://www.wartsila.com/legal-privacy/privacy>.

13. CONSENT TO USE TECHNICAL DATA

You agree that Company may use tools or third party analytical software to collect and use certain technical data, which does not directly enable Company to identify any individuals ("non-personal data"), gathered in connection with the Company's Solutions. You agree that Company may collect, use and disclose to Company'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 Company to provide the Company's Solutions (including monitoring the system and providing remote support and maintenance), to provide customized services or technologies to You and to improve its products and services provided to customers generally. Company will not disclose this information in a form that personally identifies You or any individual without the necessary consent provided by You or other legal basis. You recognise and agree that Company and any analytics companies utilized by Company and its affiliates may combine the information collected with other information they have independently collected from other services or products relating to Your activities. These companies collect and use information under their own privacy policies.

14. AUDIT

During the Term and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Company and its auditors the right to examine such records and any applicable books, systems (including Company's Software or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours.

15. GENERAL TERMS

Statutory Rights. Where Software is sold under a consumer transaction the statutory rights of the consumer are not affected by this EULA.

Export Control. You acknowledge and agree that the Software may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder and, if applicable, the laws of other countries. You are solely responsible for compliance with any applicable export control restrictions and You may not use or otherwise export or re-export the Software or related materials except as authorized by any applicable export control laws and regulations.

Governing Law and Arbitration This EULA shall be governed by and construed in accordance with the law of England. Any dispute arising out of or in connection with this EULA, 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.

Severability. If any court or competent authority finds that any provision of this EULA (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 this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA 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.

Survival. The provisions concerning licences and right of access, restrictions on use, warnings, expiration/termination, disclaimer of warranties, limitation of liability, any of Your indemnification obligations under this EULA, and any other terms which, by their nature impose an obligation after termination, shall survive the termination of this EULA, regardless of the cause for termination, and shall remain valid and binding indefinitely.

Headings. The article and section headings contained in this EULA are for reference purposes only and shall not affect the meaning or interpretation of this EULA.

No Waiver. A waiver of any right or remedy under this EULA 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 Company or You to exercise any right or remedy provided under this EULA 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.

Amendment. Company reserves the right, at any time, to update, revise, supplement, and otherwise modify this EULA and to impose new or additional rules, policies, terms, or conditions on your use of the Software. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be effective immediately and incorporated into this EULA. Your continued use of the Software indicates acceptance of any revised terms.

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