

1. DEFINITIONS

In these Terms and Conditions:

“**Agreement**” means any written agreement between the Parties with regard to the Chart and Data Services which attaches, refers to or otherwise incorporates these Conditions;

“**Authorised Users**” means Customer’s employees and authorised personnel granted access to the Chart Licences and Chart Services on board a Customer Vessel;

“**Conditions**” means these Wärtsilä Voyage General Terms and Conditions;

“**Contract**” means the contract between the Parties for the supply of Digital Data Services including these Conditions, together with any Quotation, and signed Order and/or any Agreement;

“**Customer**” means the contracting party which agrees to purchase Digital Data Services from Supplier under the Contract;

“**Customer Vessel**” means the Customer’s vessel, as set out in the Contract, using the purchased Digital Data Services;

“**Data**” means the digital data or information in whatever form, the provision of which comprises the Digital Data Services (wholly or in part);

“**Digital Data Services**” means the supply of electronic navigation charts to be displayed on an ECDIS, and other digital data, software and software applications and related services including a DVD delivery service and chart approval service as further set out in the Contract;

“**ECDIS**” means the Electronic Chart Display and Information System supplied by Supplier or a third party and installed on a Customer Vessel and which is used in connection with the Digital Data Services;

“**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 Contract;

“**Order**” means a written order placed by Customer with Supplier for Digital Data Services including the Digital Data Services Order Confirmation Form;

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

“**Quotation**” means a written quotation provided by Supplier to Customer for the supply of Chart and Data Services;

“**Software**” means any software programmes which form part of the Digital Data Services;

“**Specification**” means any Supplier specification for the Digital Data Services;

“**Supplier**” means 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) or such other Supplier’s Affiliate which is party to the Contract;

“**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.

2. BASIS OF CONTRACT, ORDERS & PRECEDENCE OF THESE CONDITIONS

- (a) These Conditions apply to any provision of Digital Data 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) All Quotations shall be subject to these Conditions and unless otherwise stated or unless withdrawn by Supplier shall be valid for a period of thirty (30) days from the date of the Quotation. The Quotation is not an offer to proceed, and Customer is required to place a written Order with Supplier using the same reference as on the Quotation.
- (c) Any Order signed by the Customer constitutes an offer by Customer to purchase Digital Data Services in accordance with these Conditions. The Order shall only be deemed to be accepted when Supplier countersigns the Order, or starts to fulfil it, at which point the Contract shall come into existence. Once accepted by Supplier no Order can be amended or cancelled except with Supplier prior written approval and upon such terms as Supplier may require.
- (d) If there is a conflict between these Conditions and the terms set out in an Agreement and/or an Order and/or a Quotation, the order of priority shall be, as applicable, the terms set out: (i) Agreement; (ii) Quotation (iii) any other documents forming part of the Contract (other than these Conditions and an Order); (iv) Conditions, and (v) Order (if accepted by Supplier).

3. SUPPLY OF DIGITAL DATA SERVICES

- (a) Supplier will supply the Digital Data Services as set out in the Contract and generally in accordance with the Specification for the Initial Term unless terminated earlier in accordance with the Contract. At the end of the Initial Term, the Contract shall automatically continue unless and until terminated in accordance with the Contract
- (b) Supplier reserves the right to amend the Specification and/or Digital Data Services without liability to Customer if required by any applicable statutory or regulatory requirements.
- (c) If the Digital Data Services supplied by the Supplier are not what the Customer ordered or are damaged or defective or the delivery is of an incorrect quantity, the Supplier shall have no liability to the Customer unless the Customer notifies the Supplier by email (data.support@wartsila.com) of the problem within 14 days of the delivery of the Digital Data Services in question.
- (d) If the Customer has not received the Digital Data Services ordered within 30 days of the date on which the Customer ordered or expected delivery, the Supplier shall have no liability unless the Customer notifies the Supplier by e-mail (data.support@wartsila.com) of the

problem within 40 days of which the Customer ordered or expected delivery of the Digital Data Services, whichever is the later date.

- (e) If the Customer notifies a problem to the Supplier under clause 14.1 and 14.2, the Supplier's only obligation will be, at its opinion
 - (i) To make good any shortage or non-delivery; and
 - (ii) To replace or repair the goods that are damaged or defective.
- (f) The Supplier shall not be held responsible for the completion of charting corrections or publication corrections forwarded to the Customer Vessel. Once these corrections are on board it is the responsibility of the captain and/or crew to ensure they are completed in the correct manner, filed and recorded as onboard maintenance, internal procedures and flag state regulations require.

4. CUSTOMER ACKNOWLEDGEMENTS & OBLIGATIONS

Customer acknowledges and agrees that:

- (a) Customer shall co-operate with Supplier and at its own cost and risk provide such facilities, supplies, services, access, instructions, documentation, information, and such other things which are required or necessary in due time and otherwise within reasonable time so as not to delay Supplier's performance of its obligations;
- (b) 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, 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;
- (c) If Supplier's performance of any of its obligations in respect of the Contract is prevented or delayed by any act or omission by Customer or failure by Customer to perform any of its obligations under the Contract (**Customer Default**):
 - (i) Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Contract 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 Contract (including any Services);
 - (ii) Supplier shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from Supplier's failure or delay to perform any of its obligations; and
 - (iii) Customer shall compensate Supplier for additional costs and work incurred by Supplier as a result of Customer Default.

5. PRICE AND PAYMENT

- (a) Customer shall pay Supplier for Digital Data Services in accordance with prices and payment terms stated in any Contract or Agreement or as otherwise agreed in writing between the parties. Supplier shall not be obliged to commence delivery of Digital Data Services until any advance payment relating to such Digital Data Services has been paid. In the absence of any other payment terms agreed in the Contract, payment for Digital Data 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.

- (b) Where payment is not received in accordance with clause 5 (a) above, the Supplier reserves the right to withhold the dispatch of any further Digital Data Services (as applicable) until the outstanding invoices are paid by the Customer. If the invoices remain outstanding at 60 days past due, any electronic subscription services whether paid or not will be turned off until the outstanding funds are received.
- (c) If Customer requests any changes to the scope of the Digital Data Services, Supplier reserves the right to amend the charges and payment terms for the Digital Data Services and shall not be obliged to implement any such changes to the Digital Data Services until the changes and such amended charges 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 price(s) quoted for the Digital Data 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 Digital Data Services increase their prices or change the terms relating thereto, pass such increase or changes on to Customer.
- (e) Unless otherwise stated all prices 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 Contract 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.

6. LICENCE, WARRANTY & WARNINGS

- (a) Supplier grants to Customer the non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to access and use the Digital Data Services for the duration that such Chart Licences and Chart Services are ordered for as set out in the Contract solely for the purposes in the normal course of the Customer's business, subject to the terms of the Contract.
 - (b) Except as expressly provided in the Contract, Customer shall not use the Digital Data Services (wholly or in part) in its products or services or redistribute the Digital Data Services (wholly or in part).
 - (c) Supplier warrants that it has all necessary licenses, consents and permissions necessary for performance of the Digital Data Services.
 - (d) Supplier does not warrant that Customer's use of the Digital Data Services will be uninterrupted or error-free, or that the Digital Data Services and/or the information obtained by Customer will meet Customer's requirements. Customer acknowledges that the Digital Data Services should be used as an aid to navigation and decision support only and that the safe voyage planning, navigation, manoeuvring and operation of a vessel

is dependent on human skill and judgement and is the responsibility of the relevant appropriately qualified personnel responsible for such tasks in accordance with all applicable laws, regulations and best practices.

- (e) Supplier 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 Customer acknowledges that the Digital Data Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- (f) Customer shall:
- a. limit access to the Digital Data Services to the Authorised Users and ensure that Authorised Users use the Digital Data Services in accordance with the terms and conditions of the Contract and Customer will be responsible for any Authorised User's breach of the terms of the Contract;
 - b. only make copies of the Data to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
 - c. not use the Digital Data Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
 - d. not extract, reutilise, use, exploit, redistribute, disseminate, copy or store the Data for any purpose not expressly permitted by the Contract;
 - e. not copy, modify, decompile, reverse engineer or create derivative works from the Software;
 - f. not remove or modify any proprietary markings or any notice of Supplier or its licensors' proprietary rights;
 - g. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Digital Data Services and, in the event of any such unauthorised access or use, promptly notify Supplier;
 - h. not use the Digital Data Services for any purpose competing with Supplier including creating a competitive product or service or copying any features of the Digital Data Services.
- (g) Customer shall have no entitlement to any chart data or related information beyond what is included as part of the selected package. The provision of any additional chart data or related information will be subject to agreement between the Parties on applicable prices and terms.
- (h) In respect of Admiralty Data provided as part of the Digital Data Services, Customer shall observe and comply with the UKHO's publicly available 'End User Licence Agreement for ADMIRALTY Digital Products' as updated or replaced from time to time and which is available at <https://www.admiralty.co.uk/EULA>, or such other URL provided by the UKHO from time to time.

- (i) The following warning applies only to TX-97 and other nonofficial charts: 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. Digital Data Services Software is not intended as a substitute for official governmental charts and does not necessarily contain the latest chart corrections. Digital Data Services Software should always be used in conjunction with updated government paper charts and notices to mariners. Digital Data Services Software is only a navigational aid and is not a substitute for any navigational equipment that may be required under applicable regulations or law. Digital Data Services 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 Digital Data Services Software could lead directly or indirectly to death, personal injury or severe physical or environmental damage. Use of the Digital Data Services Software is entirely at the user's own risk.

- (j) The Digital Data Services related to the operation and monitoring of the Customer Vessel(s) are provided only as an aid to decision making. The safe voyage planning, navigation, manoeuvring, operation and monitoring of and instructions and advice given to the Customer Vessel(s) 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 any other person whether or not the accident or damage is related to the operation or failure of the Digital Data Services.

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN CLAUSE 6(C), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR INCORPORATED INTO THE CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OPERABILITY AND INTEROPERABILITY, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

7. THIRD PARTY HARDWARE AND SOFTWARE

- (a) Customer acknowledges that the Software may have been developed by third party software supplier(s) named in the copyright notice(s) included with the Software and agrees that such software suppliers are authorised to hold Customer responsible for any copyright infringement or breach of clause 8 of these Conditions.

- (b) Any software designed, manufactured or produced by third parties and not bearing Supplier's logo shall be subject to the warranty provided by such third parties that Supplier may elect to pass on to Customer, provided such pass through of warranty coverage is permissible under Supplier's agreement with its supplier.

8. INTELLECTUAL PROPERTY

- (a) Customer acknowledges that all IPR in the Digital Data Services and any specifications, technical descriptions and other documents submitted by Supplier belong to and shall remain vested in Supplier or its licensors. None of the provisions of the Contract shall be interpreted in any way to constitute a full or partial transfer or assignment of any IPR by Supplier to Customer.
- (b) Customer acknowledges that, in respect of any third party IPR in the Digital Data Services, Customer's use of any such IPR is conditional on Supplier obtaining a written licence from the relevant licensor on such terms as will entitle Supplier to license such rights to Customer.

9. CONFIDENTIAL INFORMATION

Customer shall at all times, both during the term of the Contract, and for a period of five (5) years after its termination, keep in strict confidence all of Supplier's technical or commercial information, Digital Data Services, 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 Contract and has been disclosed to Customer by or on behalf of Supplier (**Confidential Information**) and 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 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 the provisions of the Contract; (ii) the disclosed information can be established by written evidence to have been in the possession of Customer at the time of disclosure; or (iii) the disclosed information is received from a third party without similar restrictions and without breach of the Contract.

10. LIABILITY

- (a) The warranties given in clause 6(c) above are the only warranties given by Supplier and otherwise this clause 10 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 Digital Data Services to the extent that such failure is caused by events described in clause 11 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 10(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 10(b), Supplier's total liability to Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid to Supplier under the Contract 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.

11. 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 Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Supplier from providing any of the Digital Data Services for more than 6 months, either Party may terminate this Contract immediately by giving written notice to the other Party.
- (d) The Parties agree that COVID-19 shall be deemed an excusable event under the Contract 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 Contract. 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.

12. 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 Contract 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 Contract (including a failure to pay any amount due under the Contract 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).
 - (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 Contract has been placed in jeopardy.
- (b) Either Party may terminate the Contract at or after the end of the Initial Term by giving not less than 6 months written notice (so that the earliest termination date shall be the last day of the Initial Term).
- (c) Without limiting its other rights or remedies, Supplier may suspend provision of the Digital Data Services under the Contract (including suspending and rendering the Digital Data Services inoperable in whole or part) if Customer becomes subject to any of the events listed in clause 12 (a)(i) to (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 Contract 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 Contract for any reason Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest and Supplier shall terminate access to the Digital Data Services and applicable Software.
- (e) (Termination of the Contract 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 this Contract that existed at or before the date of termination.

13. DATA PROTECTION

(a) In this clause 13, the following definitions shall apply:
Agreed Purposes: the performance of the Contract 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 Contract.

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 any other party which performs obligations in connection with the Contract.

(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 this agreement 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 this agreement;

(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 on request or 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 Contract.

14. GENERAL

(a) Governing Law and Disputes.

(i) These Conditions and the Contract 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 Contract, 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 Contract provided that if Supplier subcontracts its obligations it shall remain liable for them. Customer may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Customer's rights or obligations under the Contract without Supplier's prior written consent.

(d) Notices. Any notice or other communication given to a Party under or in connection with the Contract 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 Contract 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 Contract 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 Contract 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 Contract.

(h) Survival of Terms. The provisions of the Contract 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 Contract constitutes the entire agreement between the Parties. 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 Digital Data Services are sold under a consumer transaction the statutory rights of the consumer are not affected by these Conditions.

(k) Variation. No modification of these Conditions or any other provision of the Contract (including but not limited to the scope of the Digital Data 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 Contract.

(n) Technical Data Collection. 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 Digital Data Services provided to Customer. Customer agrees that Supplier may collect, use and disclose to Supplier's partners, affiliates and contractors technical non-personal data, as reasonably required by Supplier to provide services or technologies to Customer and to improve its Digital Data Services and services provided to customers generally.