

Wilhelmsen Ships Service General Terms and Conditions for Digital Applications (“GTC”)

1 INTRODUCTION

These general terms and conditions (hereinafter "**GTC**") are between the WSS entity ("**WSS**") and the customer legal entity (the "**Customer**") as set out in the online subscription form (the "**Order Form**"). WSS and the Customer have entered into a framework agreement (the "**Framework Agreement**") under which the Customer can order certain services by submitting Order Forms.

The "**Agreement**" includes the Framework Agreement, this GTC, the Terms of Use ("**ToU**"), the Order Confirmation(s) and such other documents as are referenced in the relevant Order Confirmation.

This GTC specifies the general terms and conditions for the Customer's use of digital application services provided by WSS ("**Service(s)**") and relevant documentation made available by WSS ("**Documentation**"), including any new releases and/or updates of the Services and Documentation, and shall apply in connection with a paid or free trial subscription to the Services.

Further description of the Services and Documentation are set out in the Agreement.

Terms written with capital first letter shall have the meaning designated to it in the paragraph in which it is written in bold between quotation marks. WSS and the Customer are collectively referred to as the "**Parties**" and individually as a "**Party**".

2 ORDERING OF SERVICES

The Customer may order available Services from WSS' portfolio of Services by submitting one or more Order Forms, which are subject to written acceptance by WSS (the "**Order Confirmation**"). The Customer will ensure that the Order Forms are submitted by the Customer's Authorised Administrators having the authority to financially and legally commit the Customer.

3 INTERPRETATION AND PRIORITY

If there is any conflict between the provisions of the Agreement, priority shall be given in the following order, such that the provisions of the document that appear earliest in this list will prevail over the later: the Order Confirmation, the Framework Agreement, this GTC and the ToU. If there is any conflict between the appendices of one or more of the documents listed above, priority shall be given in the order in which such appendices appear.

4 TRIAL PERIOD AND ACCEPTANCE

From the day WSS notifies the Customer that the Service is ready to be delivered, and during the period specified in the WSS' notification, the Customer may evaluate and test the Service (the "**Trial Period**"). WSS shall be notified immediately if any functional or performance issues are discovered using the email address stated in WSS' notification.

After the Trial Period, should the Customer wish to subscribe to the paid Service, the Customer shall be required to submit an Order Form. Where the Order Form is accepted, WSS will issue an Order Confirmation.

5 USE OF THE SERVICES

5.1 Access to use

The Customer and/or individuals employed or retained by the Customer (each a "**User**") will be granted access to use the Services by WSS in accordance with the Agreement.

WSS will provide each User with a user name in order to access and use the Services unless otherwise stipulated in the Agreement.

Neither the Customer nor the User(s) shall permit any other than the User(s) access to the Services.

5.2 Acceptance of Terms of Use

The Customer shall ensure that its Users complies with these GTC. The Customer also agrees that the Users' access to Services is conditioned on the Users' acceptance of and compliance with:

- (i) the ToU (and other terms and conditions which may also be embedded in the Services); and
- (ii) applicable terms and conditions of any relevant third party providers and/or other third parties, as provided by WSS and/or relevant third parties, prior to any use of the Services.

5.3 New versions

WSS may at its sole discretion update the Services with new versions which may include changed and/or new functionality, improved performance and/or other new features.

5.4 Use restrictions

The Customer and the Users shall not and shall not allow any third party to

- i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from any component of the Services;
- ii) allow third parties to gain access to the Service, or sublicense, transfer, sell or otherwise assign its account at the Services or the Services itself to any third party;
- iii) alter, embed into any other product or otherwise create derivative works of, or otherwise modify the Service;
- iv) remove, alter or obscure any proprietary notices on or in the Services;
- v) interfere with or disrupt the integrity of the Services, software or data;
- vi) attempt to gain unauthorised access; or
- vii) interfere with other customers' or users' use of the Services.

In case of breach of this section 5.4 by the Customer or a User, WSS may terminate the Agreement and the Framework Agreement with immediate effect.

6 CUSTOMER DATA AND OUTPUT DATA

6.1 General

The Services may be dependent on data provided by the Customer ("**Customer Data**"). Such Customer Data are collected through integration with the Customer's third party software for data collection, or provided manually by Customer into the the Services.

Some Services may also generate certain data which in the following will be referred to as ("**Output Data**") below.

6.2 Responsibility for Customer Data

WSS waives all liability for any loss related to errors or defects in Customer Data. No claims based on errors or defects in Customer Data or loss of Customer Data may be made against WSS unless such error, defect or loss is caused by wilful misconduct or gross negligence by an authorised WSS representative.

The Customer shall indemnify WSS against all damages, costs, losses and expenses resulting from a third party claiming that the use by WSS of Customer Data to provide the Services constitutes an infringement of their Intellectual Property Rights or otherwise is contrary to third party rights.

6.3 Responsibility for Output Data

The Output Data contained in the Services are provided "as is". WSS will use reasonable efforts in preparing and providing quality information and content through the Services, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of such content or other information contained in the Services or the effect or results of the use of the Services.

6.4 Rights to Customer Data and Output Data

The Customer grants to WSS a non-exclusive, perpetual, non-revocable, worldwide and royalty-free licence to use the Customer Data and any Output Data from the Services, and to process such data for the purpose of providing the Services. The Customer furthermore agrees and accepts that WSS may, subject to the confidentiality provisions set forth in Clause 12, use any non-specific statistical, analytical and derivative data from the Services, including patterns etc, to improve its services and to create new services.

7 SERVICE LEVELS

WSS will allocate sufficient and necessary competence in order to ensure its performance under the Agreement and will provide the Services with due care and skill.

8 FEES AND PAYMENT

8.1 Fees and taxes

The Customer shall pay the fees as ordered under and set out in the Agreement within thirty (30) days of issue of an invoice by WSS. Any fee paid in advance is non-refundable and non-transferrable.

All fees under the Agreement are exclusive of customs, taxes, duties or excises in any form, all of which shall be borne by the Customer, including withholding taxes, except for taxes based on WSS' net income.

In the event the Customer is required to withhold federal, state, local or foreign tax in connection with any payments under this Agreement, the Customer may deduct the withholding tax from the payment and pay the tax to the relevant tax authority. Promptly after each such payment, the official tax receipt issued by the tax authority shall be forwarded by Customer to WSS to enable it to support a claim for tax credit. If any such tax is levied on the payments, then Customer shall increase the amounts paid to WSS so that the amount received by WSS, after the withholding tax is deducted from the full amount, is equal to the amount WSS would have received if no withholding or deduction had been made.

Unless an invoice issued by WSS includes value-added tax, the Customer is responsible for payment of associated value-added tax in accordance with applicable law.

8.2 Late payment

In case of late payment, late payment interest in accordance with the Norwegian Late Payment Interest Act shall accrue from, but not including, the due date to the actual payment date.

8.3 Fee adjustments

WSS shall be entitled to increase the fees payable under the Agreement in line with WSS' then-current fees and charges. Such an increase shall be notified in writing not less than one (1) month prior to such increase.

9 INTELLECTUAL PROPERTY RIGHTS

WSS shall retain all right, title and interest, including all copyright, patents, inventions, utility models, circuit layout rights, trade secrets, trademarks, trade names, know-how, designs and any other intellectual property rights (collectively "**Intellectual Property Rights**") related to the Service and appurtenant software and documentation, as well as any updates, modifications, improvements and derivatives thereof.

The Customer shall promptly notify WSS in the event Customer suspects or becomes aware of any violation, infringement or misappropriation of WSS' Intellectual Property Rights by any third party.

10 INDEMNIFICATION FOR THIRD PARTY CLAIMS OF INFRINGEMENT

WSS will settle and/or defend at its own expense and indemnify the Customer against any relevant and necessary cost, loss or damage arising out of any claim brought against the Customer due to the Services infringing upon the Intellectual Property Rights of a third party, provided that;

- (i) the Customer promptly informs WSS in writing of any such claim; and
- (ii) WSS is given control over the defence or settlement thereof and that Customer cooperates in such defence or settlement.

WSS shall have the option, at its expense to;

- (i) modify the Services to avoid the allegation of infringement, while at the same time maintaining substantial compliance with the Agreement;
- (ii) obtain for the Customer, at no cost to the Customer, a right to continue utilisation of the Services in accordance with the Agreement free of any liability or restriction; or
- (iii) if neither of the previous options is commercially feasible in WSS' reasonable opinion, WSS may terminate the Agreement immediately upon notice to the Customer.

Notwithstanding the above, WSS shall have no responsibility for claims arising from;

- (i) modifications of the Services by the Customer or any third party;
- (ii) combination or use of the Services with Customer or third party hardware or software not supplied by WSS provided that such claim would not have arisen other than for such combinations or use;
- (iii) WSS' modification of the Services in compliance with written specifications provided by the Customer; or
- (iv) use of the Services outside the scope of the rights granted to the Customer in the Agreement.

The provisions in this clause 10 state WSS' sole liability and the exclusive remedy of the Customer in connection with a claim for infringement of a third party's Intellectual Property Rights.

11 PROCESSING OF PERSONAL DATA

11.1 Introduction

In order to perform the Services, WSS may process certain data about the Customer's Users that contains personal data. The terms "personal data", "sensitive personal data", "processing", "controller", "processor", "data subject" etc. used herein shall have the meaning assigned to them in applicable European data privacy legislation. Processing of personal data pursuant to this Agreement is subjected to applicable statutory data privacy regulation, including EU regulation 2016/679 ("**GDPR**") from its effective date.

This section fulfils the requirements for data processing agreements and shall govern WSS' processing of personal data on behalf of the Customer.

The Customer will act as controller for

- (i) any personal data provided directly to the Customer from the data subject,
- (ii) for any personal data disclosed to the Customer from WSS upon the data subjects' request, and
- (iii) for any personal data which the Customer submits to the Services. WSS will act as data processor for such data, subjected to the restrictions and limitations of this section 11.

Further information about WSS' processing of personal data in cases where WSS is the data controller (which is not covered by this section 11), may be provided upon request from the Customer or by reviewing WSS' privacy policy which is available here: <https://www.wilhelmsen.com/disclaimer/>.

11.2 Customer obligations

The Customer agrees and warrants that:

- (i) The Customer shall instruct WSS to process personal data in order to provide the Services, and that the Customer is responsible for the accuracy, integrity, content and legality of the personal data, including transfers and instructions
- (ii) Where applicable, that the processing of personal data is covered by an applicable permit, and/or has been notified to the applicable regulatory authorities, and that the processing of personal data is not in violation of applicable laws and/or regulations
- (iii) The Customer as controller of the processing is the Party responsible to notify applicable regulatory authorities and/or data subjects in case of a data breach, pursuant to applicable statutory data protection regulation
- (iv) The Customer, by way of its risk assessment, has verified that the Services' security measures are appropriate and proportionate to the applicable processing
- (v) The Customer has provided sufficient guarantees in terms of logical, technical and organizational security measures

WSS may only process personal data on behalf of the Customer during the term of the Agreement, or pursuant to another legal basis for processing.

11.3 Purpose, subject matter and duration

The processing of personal data by WSS on behalf of the Customer shall only cover the categories of personal data that are implied under the Agreement and as facilitated for by the Services, for the purposes specified below and only to the extent necessary to fulfil such purposes.

WSS will process personal data for the purposes of

- (i) Providing the Services
- (ii) Improving, or otherwise modifying, the Services
- (iii) Providing the Customer with requested support, training and assistance
- (iv) Performing WSS' obligations towards the Customer, its users and the data subjects
- (v) Exercising and enforcing WSS' rights according to the Agreement

WSS shall anonymize and aggregate data when required to improve the Services pursuant to (ii).

Section 11 of the Agreement is valid for as long as WSS processes personal data on behalf of the Customer.

11.4 Categories of data subjects and personal data

WSS will process personal data about the Customer's personnel who uses the Services, mainly users and administrators, jointly referred to as the data subjects.

The personal data that will be processed is name, e-mail and title.

WSS does not intend to process special categories of personal data. If the Customer and/or Users choose to submit special categories of personal data to the Service, and WSS is made aware of the submission, such data will be immediately deleted.

11.5 WSS' obligations as the data processor

WSS shall process personal data only in accordance with the Agreement or pursuant to other written instructions from the Customer. Wilhelmsen shall immediately inform the Customer if, in its opinion, an instruction infringes applicable laws and/or regulations.

WSS shall ensure that persons authorized to process the personal are subject to confidentiality obligations.

WSS shall by appropriate technical and organizational measures, insofar as this is possible, reasonably assist the Customer for its:

- (i) compliance with applicable law;
- (ii) obligation to respond to requests regarding the data subjects' rights;
- (iii) obligation to conduct data protection impact assessments;
- (iv) obligation to conduct prior consultations with applicable data protection authorities; and
- (v) to allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

WSS shall be entitled to charge the Customer for its necessary costs related to such requests.

In case of a personal data breach, WSS shall notify the Customer in accordance with GDPR article 33. Unless prohibited by law, WSS shall promptly notify the Customer of any request for the disclosure of or access to data by government authorities. WSS will disclose the Customer's data to government authorities solely when necessary to comply with legally binding requests.

WSS shall notify the Customer of any request received directly from a data subject without responding to that request, unless WSS has otherwise been authorized to do so in writing, or is obligated to comply pursuant to applicable law.

11.5.1 Implemented security measures

WSS shall have and be able to document appropriate technical and organizational measures to protect data from loss, misuse and unauthorized alternation or disclosure, in accordance with applicable statutory data protection regulation. The documentation may be made available to the Customer upon request.

The following minimum measures will at all time be implemented by WSS:

- Personal data will be accessed by WSS' staff on a need to know basis.
- WSS' administrators of the applications will be limited to those with restricted access.

11.5.2 Use of Subcontractors

WSS is entitled to use sub-processors in its processing of personal data on behalf of the Customer.

WSS shall, by written agreement with its sub-processors, ensure that any processing of personal data carried out by a sub-processor is governed by substantially the same obligations and limitations as those imposed on WSS pursuant to section 11 of this Agreement. To the extent a written agreement between WSS and a sub-processor designates WSS as a controller, the Customer grants WSS power of attorney to act as a controller on behalf of the Customer within that written agreement. The power of attorney shall be limited by the provisions of the Agreement and Customer's documented instructions.

Use of the sub-processors specified above does not entail transfer of personal data to a third country outside the EU/EEA.

The Customer may subscribe to notifications of new sub-processors by submitting a request to WSS. The Customer is entitled to object to the change of sub-contractors by providing written notification within 2 (two) weeks from receipt of the written notification. Should the Customer object to the change, the Agreement shall automatically terminate 1 (one) week after WSS received written notification of the termination. To the extent the Customer does not terminate the Agreement, the change of sub-processors shall be deemed as accepted.

11.5.3 Use of Third Party Data Providers

The Services permit integration with third party services which allows the Customer to submit, or make available, data subjects' personal data directly and automatically from the third party service to the Services. Such submission of, or grant of access to, personal data shall be considered to be based on the candidates' consent. Personal data submitted to the Service through a third party shall be subject to the same rights and obligations as specified in this Agreement.

11.6 Deletion of data

All personal data received from the Customer will be deleted in accordance with WSS' retention procedure in force at any given time.

All personal data received from the Customer shall be deleted or anonymized by WSS at the latest within six months from termination, expiration or cancellation of the Agreement or upon expiration of a mandatory retention period, unless a separate legal basis for retention of the personal data exists.

12 CONFIDENTIALITY

The Agreement and any business-specific information disclosed by either Party to the other (whether oral or written or in visual, electronic or tangible form), including Intellectual Property Rights, shall be regarded as "**Confidential Information**".

Neither Party shall disclose to any third party, neither during nor after the term, any Confidential Information, except for purposes consistent with the administration and performance of a Party's rights or obligations under this Agreement, or as required by law.

Any information being publicly available, independently developed or rightfully obtained from third parties without breach of any non-disclosure obligation shall not be regarded as Confidential Information.

The receiving Party shall immediately notify in writing to the disclosing Party any unauthorised disclosure of Confidential Information and shall take all reasonable steps to mitigate any harmful effect of such unauthorised disclosure.

Notwithstanding the foregoing, WSS shall have the right to disclose Confidential Information as part of its product development and marketing activities subject to such disclosed Confidential Information being in an anonymised form.

13 PERMITS, TAX AND EXPORT LAW

The Customer agrees at its own costs, to obtain all necessary permits, approvals and authorization as required for the Services, comply with all national and local laws and regulations applicable to the Services, and pay all taxes which are related to the Services in accordance with clause 8.1.

The Customer shall comply with applicable domestic and international export law applicable to the Services, including any restrictions that may apply for the export of certain types of commodities and technical data and services to specific countries.

The Customer shall indemnify and hold WSS harmless from all damages, costs, losses and expenses caused by the Customer or its Users in the following situations: (i) failure to obtain or comply with the above-mentioned permit, approval or authorization; (ii) failure to observe the above-mentioned laws and regulations; (iii) failure to pay the above-mentioned taxes; or (iv) failure to comply with domestic and international export law. Wilhelmsen may at its own discretion and at

any time suspend its performance under this Agreement, in whole or in part, if WSS reasonably believes that suspension is necessary to ensure compliance with the aforementioned laws and regulations.

14 BREACH OF CONTRACT

Notice of defect or other breaches of the Agreement must be submitted in writing immediately after the issue giving cause to such notice was discovered or should have been discovered.

The defaulting Party shall use its reasonable efforts to remedy the breach without undue delay.

In the event of payment default by the Customer, WSS may prior to a 5 (five) days notice stop and make the Services unavailable for the Customer, until full payment (including late payment interest) has been received.

15 LIMITATION OF LIABILITY

WSS shall not be liable to the Customer, Users or any third party for:

- i. errors or delays that are outside WSS' reasonable control, including general internet or line delays, power failure or faults on any Customer hardware or software;
- ii. errors or unavailability of third party deliverables used in the Services;
- iii. errors caused by a Customer's or Users' systems or actions, negligence or omissions, including a Customer's or User's use of an outdated internet browser, which shall be the sole responsibility of the Customer; or
- iv. any loss suffered as a result of the Customer, Users or any third party's utilisation of the content generated by the Service.

Neither Party shall be liable to the other Party for any incidental, special, consequential, or indirect damages of any kind (including without limitation damages for interruption of business, loss of data, loss of profits, loss of goodwill, use or the like).

The maximum annual liability of a Party towards the other Party based on the Agreement shall not exceed in aggregate 50% of the total remuneration, exclusive of VAT, paid under the Agreement during the last 12 (twelve) months.

To the extent permitted under applicable law, WSS shall not be responsible for any loss or damages due to cyber-attacks or the equivalent caused by any malicious code, tools or device that are designed to disable or disrupt systems, provided that WSS has installed and maintained industry standard information security defence to protect against foreseeable cyber-attacks.

The limitations of liability shall not apply if the Party in question has acted wilfully or with gross negligence.

16 TERM AND TERMINATION

16.1 Term

The Agreement shall commence when the Customer has signed the Order Form and continue until either Party terminates the Agreement with at least 1 (one) month's prior written notice.

16.2 Termination for cause

Either Party may terminate the Agreement if the other Party is in material breach of the Agreement and if such breach continues unremedied for a period of 60 (sixty) days after the Party in breach has been notified of such breach by the other Party.

Either Party may terminate the Agreement upon written notice to the other Party if the other Party becomes insolvent or is unable to pay its debts as they fall due or goes into liquidation either voluntarily or as required by law.

16.3 Effects of termination

Upon expiration or termination of the Agreement

- i) the Customer and its Users shall immediately cease all use of the Services;
- ii) the Customer shall immediately pay all outstanding amounts, whether due or not, to WSS; and
- iii) the Customer shall return or destroy, as instructed by WSS, all documentation and Confidential Information provided by WSS.

17 FORCE MAJEURE

Neither Party shall be liable to the other Party for any delay or failure in performance of any part of the Agreement (except for the obligations to make payments when due hereunder) to the extent such delay or failure is attributable to circumstances outside the Party's control, including, but not limited to, strikes, natural disasters, power loss, internet downtime, lockouts and cyber-attacks or the equivalent caused by any malicious code, tools or device that are designed to disable or disrupt systems, as well as consequences of pandemics including measures laid down by public governmental bodies or corporate policies to mitigate consequences of or health risk related to pandemics at any time. If such a force majeure event has lasted for more than 3 (three) months, either Party may terminate the Agreement with immediate effect.

18 ASSIGNMENT

WSS may assign its rights and obligations under the Agreement to an entity within the WSS group, without written consent by the Customer.

The Customer may not assign the Agreement without the prior written consent of WSS, which shall not be unreasonably withheld.

19 CHANGES

WSS may, at any time, amend or modify the provisions of these GTC. If an amendment made by WSS is materially disadvantageous to the Customer, the Customer may terminate the Agreement by giving written notice to WSS.

Continued use of the Services after a revised version of these GTC is posted at the website mentioned below will be conditional upon the version of the GTC that is in effect at the time of the use.

The latest version of the GTC is available here: <https://www.wilhelmsen.com/terms-and-conditions/>.

20 GOVERNING LAW AND LEGAL VENUE

The Agreement shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by fast-track arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The place of arbitration shall be Oslo, Norway. The language of the arbitration shall be English.
