

WILHELMSSEN SHIPS SERVICE DIGITAL APPLICATIONS TERMS AND CONDITIONS

1 INTRODUCTION

These terms and conditions (hereinafter "Digital GTC") are entered into between Wilhelmsen Ships Service AS, a company registered in Norway with Norwegian registration number 917 019 215 and with registered address at Strandveien 20, 1366 Lysaker, Norway ("**WSS**") and the business customer legal entity specified in the online order form ("**Online Order Form**") (the "**Customer**").

These Digital GTC govern Customer's use of any 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 will apply to the subscription of the Services.

These Digital GTC, the terms of use, which are available at <https://www.wilhelmsen.com/terms-and-conditions/> and which may be amended from time to time in accordance with Clause 7 of the terms of use ("Terms of Use"), Wilhelmsen's privacy statement, which is available at <https://www.wilhelmsen.com/disclaimer/> and which may be amended from time to time, the relevant Order Form, and such other documents as are referenced in the relevant Order Form, shall form a separate binding contract between WSS and the Customer (each an "**Agreement**").

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 the Online Order Form. The Customer will ensure that the Online Order Form is submitted by personnel with appropriate authority to 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 Form, Digital GTC and the Terms of Use. 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 PURCHASE OF PRODUCTS

Notwithstanding anything to the contrary, the Standard Terms and Conditions for the Supply of Products, Gas Cylinders and Related Services, as published at <https://wilhelmsen.com/terms-and-conditions/> and as may be amended from time to time ("WSS Standard Terms") apply in full for any applicable products or services supplied through the Services, unless the Parties have agreed otherwise by written agreement.

5 TRIAL PERIOD AND ACCEPTANCE

From the date the Order Form is submitted, and during the period specified by WSS in the relevant application, the Customer may evaluate and test the Services (the "**Trial Period**"), provided that such Trial Period is granted by WSS for the relevant Services. The Customer will notify WSS immediately of any functional or performance issues that are discovered. The Services are during the Trial Period provided with due care and skill, without any responsibility or liability for WSS.

The Service is deemed to be accepted and enrolled into a paid subscription:

- (i) Upon the lapse of the Trial Period, unless the Customer has sent a written cancellation of the Services before the end of the Trial Period,
- (ii) If the Customer takes the Services into use in its day-to-day operations prior to the lapse of the Trial Period, or
- (iii) If the Customer continues to use the Services after the lapse of the Trial Period.

If the Customer rightfully cancels the Services in accordance with (i) above, such cancellation causes the immediate cancellation of the Customer's right to use the Services.

Customer's use of the Services in accordance with (ii) and (iii) above constitute an acceptance of subscribing to the paid Services, and the Agreement continues to apply to the paid Services. The Customer is obligated to submit an Online Order Form, but failure to do so does not exempt the Customer from having accepted to subscribe to the paid Services.

If the Customer has completed a Trial Period prior to entering into this Agreement, or if the Parties have agreed that no Trial Period will apply, the Services are deemed to be accepted and enrolled into a paid subscription from the date the Customer has placed an order through the Online Order Form.

6 USE OF THE SERVICES

6.1 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 username in order to access and use the Services, unless otherwise stipulated in the Agreement.

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

6.2 Acceptance of Terms of Use

The Customer will ensure that its Users comply with the Agreement. The Customer also agrees that the Users' access to Services is conditioned on the Users' acceptance of and compliance with:

- (i) the Terms of Use; and
- (ii) any applicable third-party terms and conditions, as provided by WSS and/or such third parties, prior to use of the Services.

6.3 Updates

WSS may, in its sole discretion, provide Customer with updates, upgrades, enhancements, and any other improvements of the Services (each, an "**Update**"). Customer acknowledges and accepts that such Updates may result in changes in the appearance and/or functionality of the Services and/or that continued use of the Services may require the Customer to update the Customers own systems.

6.4 Use restrictions

The Customer and the Users will not and will 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 Services, or sublicense, transfer, sell or otherwise assign its Services account or the Services themselves to any third-party;

- (iii) alter, embed into any other product or otherwise create derivative works of, or otherwise modify the Services;
- (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 unauthorized access; or
- (vii) interfere with other customers' or users' use of the Services.

In case of breach of this section 6.4 by the Customer or a User, WSS may terminate the Agreement with immediate effect.

7 CUSTOMER DATA AND OUTPUT DATA

7.1 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 Services.

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

7.2 Responsibility for Customer Data

The Customer is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. WSS waives all responsibility and liability for any errors, defects or other consequences of 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 authorized WSS representative.

The Customer will indemnify WSS against all damages, costs, losses and expenses resulting from third-parties claiming that the use by WSS of Customer Data to provide the Services constitute an infringement of any Intellectual Property Rights.

7.3 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.

7.4 Rights to Customer Data and Output Data

The Customer grants to WSS a non-exclusive, perpetual, non-revocable, worldwide and royalty-free license 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 below, use any non-specific statistical, analytical and derivative data from the Services, including patterns etc., to improve its services and to create new services.

8 SERVICE LEVELS

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

9 FEES AND PAYMENT

9.1 Fees

The Customer will pay the fees in accordance with the billing period as set out in the WSS price list available online at <https://www.wilhelmsen.com/ships-service/price-list/> and as may be amended from time to time ("WSS Price List"), within thirty (30) calendar days of issue of an invoice by WSS or its affiliate. Any fee paid in advance is non-refundable and non-transferrable, irrespective of whether Customer removes any vessels during the billing period.

If Customer wishes to be invoiced in a currency other than USD, the exchange rates stated in the WSS Price List will apply. If any payment remains unpaid for a period of 30 days from the original due date, WSS will be entitled to terminate the Agreement according to clause 16.2 or suspend the Services until the fees are paid in full.

Additional Customer vessels can be registered by the Customer at any time in the Service. WSS will invoice any additional payable fees accrued in accordance with the fee structure stated on the Order Form and any notified changes in accordance with this Agreement.

Removal of Customer's vessel(s) for the next billing period must be registered in the Service by the Customer up to one (1) calendar day prior to the end of the ongoing billing period. Adjustments to the payable fees in the following billing period will be made in accordance with the fee structure stated in the Order Form and any notified changes in accordance with this Agreement.

9.2 Taxes and other excises

All fees under the Agreement are exclusive of customs, taxes, duties or excises in any form, all of which will 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 will 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.

9.3 Late payment

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

9.4 Fee adjustments

WSS is entitled to increase the fees payable under the Agreement in line with WSS' then-current fees and charges. Increases will be notified to the Customer in writing no less than one month prior to the increases becoming effective.

10 INTELLECTUAL PROPERTY RIGHTS

WSS will retain all rights, titles and interests, 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 Services and appurtenant software and Documentation, as well as any updates, modifications, improvements and derivatives thereof.

The Customer will 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.

11 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 will 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 utilization of the Services in accordance with the Agreement free of any liability or restriction; or
- (iii) if neither of the previous options are commercially feasible in WSS' reasonable opinion, WSS may terminate the Agreement immediately upon notice to the Customer.

Notwithstanding the above, WSS will 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 11 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.

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, will be regarded as "**Confidential Information**".

Neither Party will 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 will not be regarded as Confidential Information.

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

Notwithstanding the foregoing, WSS will 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 anonymized 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.

The Customer will 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 will 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.

WSS 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 to the other Party immediately after the issue giving cause to such notice was discovered or should have been discovered.

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

In the event of payment default by the Customer, WSS may, after having provided the Customer with a five (5) calendar days' written notice thereof, (i) make the Services unavailable for the Customer until full payment (including late payment interest) has been received or, (ii) terminate the Agreement.

15 LIMITATION OF LIABILITY

WSS will 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 will be the sole responsibility of the Customer;

- (iv) Any loss suffered as a result of the Customer, Users or any third party's utilization of the content generated by the Service.

Neither Party will 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 will not exceed in aggregate 50% of the total remuneration, exclusive of VAT, paid under the Agreement during the last 12 months.

To the extent permitted under applicable law, WSS will 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 information security defence in compliance with requirements in applicable laws and regulations to protect against foreseeable cyber-attacks.

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

16 TERM AND TERMINATION

16.1 Term

The Agreement will commence in accordance with the terms in clause 5 by the Customer, and shall, unless terminated in accordance with the terms of this Agreement, continue until either Party terminates the Agreement for convenience with at least thirty (30) calendar days 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 sixty (60) calendar days after the Party in breach has been notified of such breach by the other Party.

Either Party may terminate the Agreement immediately 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 will immediately cease all use of the Services;
- (i) the Customer will immediately pay all outstanding amounts, whether due or not, to WSS; and
- (i) the Customer will return or destroy, as instructed by WSS, all documentation and Confidential Information provided by WSS.

17 FORCE MAJEURE

Neither Party will be liable to the other Party for any delay or failure in performance or costs accrued in this regard 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 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 Wilhelmsen Group upon written notification to the Customer, without consent by the Customer.

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

19 CHANGES

WSS may, at any time, amend or modify the provisions of these Digital 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 Digital GTC is posted on the website mentioned below or in the application, constitutes acceptance of such revised terms.

The latest version of the Digital GTC is available in the application or on the following website: <https://www.wilhelmsen.com/terms-and-conditions/>.

20 GOVERNING LAW AND LEGAL VENUE

This Agreement is to 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 Agreement, or the breach, termination or invalidity thereof, will 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 will be Oslo, Norway. The language of the arbitration will be English.