

TM Synergia Terms & Conditions

These Terms & Conditions apply to the TM Synergia Services the Customer receives from the Provider.

1. Definitions

1.1. In these Terms & Conditions, the following words, expression or phrases shall have the following meanings:

1.1.1. “Additional Fee” means the additional costs related to any Additional Services the Customer may wish to subscribe to.

1.1.2. “Additional Services” means the additional services to be provided from time to time by the Provider upon Customer’s written request, subject to the provisions of Clause 3.6 below.

1.1.3. “Affiliates” means any person or legal entity now or hereafter in control, controlled by or in common control with either party. It shall also include any direct or indirect subsidiary of such corporation and any company in which either party has more than a ten percent (10%) ownership interest.

1.1.4. “Authorised Persons” means the persons authorised by the Customer to: (a) provide instructions to the Provider’s staff regarding any possible changes or modifications to be made to the Services; (b) submit support requests to the Provider in relation to the Services. Such Authorised Persons shall be defined in the signed Proposal. If the Authorised Person(s) change at any time, the Customer shall notify the Provider in writing of the new Authorised Person(s).

1.1.5. “Business Day” means any day between and including Monday through Friday and does not include public holidays and weekends.

1.1.6. “Committed Vessels” means the vessels, mentioned in the Proposal, for which the Customer has committed to a TM Synergia subscription.

1.1.7. “Confidential Information”: means any and all information or any data of whatsoever nature, whether written, graphic, oral or electronic or in any other form whatsoever regardless of whether marked or otherwise as “confidential” or “proprietary”, regarding, without limitation, the TM Synergia, the Services, these Terms & Conditions, the business activities and affairs, corporate details, beneficial ownership, financial details and affairs, sales, purchasing, performance, costs, claims, clients and/or client data, employees and/or employee data, suppliers, contracting parties, banks, accounting books and ledgers, lenders, projects, research, engineering, manufacturing, technical, non-technical, assets, trade secrets, discoveries, works, designs, techniques, ideas, concepts, data, computer programs, developments, charts, plans, diagrams, drawings, blueprints, reports, valuations, statements, agreements, minutes, circulars, records, memoranda, leases, presentations, software, marketing plans and strategies, any financial, technical or commercial information or personal data relating to or concerning any of the assets and/or of the ultimate beneficial owners of the Disclosing Party, contractual rights and obligations, potential and actual relations with customers, suppliers, staff and other third parties, business systems, business methods and mechanisms, Intellectual Property and/or technology whether registered or unregistered in any jurisdiction, including enhancements,

modification, abridgements, adaptations, derivatives, updates and upgrades thereto, projections, strategies and budgets and any specimens or samples and business relationships and trade connections relating to the sources and the nature of business undertakings conducted with such business relationships and trade connections and the financial arrangements with such business relationships and trade connections which a Party or its Affiliates (the "Disclosing Party") may at its sole and absolute discretion disclose or provide to the other Party or any of its Affiliates (the "Receiving Party") pursuant to these Terms & Conditions. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party on a non-confidential basis prior to Disclosing Party's disclosure of such information; (iii) became known to Receiving Party on a non-confidential basis from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Confidential Information. (v) is required by court order law or governmental agency to be disclosed.

1.1.8. "Contract" means these Terms & Conditions in conjunction with the signed Proposal and any attachments, appendices and/or addenda.

1.1.9. "Customer" means any physical person or legal entity purchasing the Services as referred to in the Contract from the Provider.

1.1.10. "Customer Data" means all electronic data or information that Customer submits to the TM Synergia.

1.1.11. "Customer's Person(s) in Charge (PiC)" means the person(s), which the Customer shall appoint on its behalf, who shall be responsible to authorise the Provider to issue LoginDetails.

1.1.12. "Day(s)" means calendar day(s).

1.1.13. "TM Synergia" means the software solution offered by the Provider in the form of Software-as-a-Service (SaaS), to its customers

1.1.14. "TM Synergia Data" means the data retrieved from a vessel via the TM Synergia for the purpose of delivering the Services.

1.1.15. "TM Synergia Reports" means any reports generated via the TM Synergia in the process of the delivering the Services to the Customer.

1.1.16. "TM Synergia Services" or "Services" mean all services, functionality, modules and/or features as from time to time provided to the Customer in relation to the TM Synergia, subject to the provisions of Clause 3 below.

1.1.17. "Effective Date" means the date that the Proposal is signed by the Customer.

1.1.18. "Emissions Report" means the annual report issued for each vessel, which contains the vessel's CO2 emissions, as applicable and required by the EU MRV and/or the IMO DCS.

1.1.19. "End User" means the physical person making use of the Services in any manner whatsoever.

1.1.20. "EU MRV" means the EU MRV Regulation (EU) 2015/757 on "monitoring, reporting and verification of carbon dioxide emissions from maritime transport" that was adopted by European

Council (EC) and Parliament and entered into force on 1 July, 2015. The primary aim of this regulation is for reducing CO2 emissions from maritime transport.

1.1.21. “IMO DCS” means the mandatory Fuel Oil Data Collection System (DCS) adopted by the International Maritime Organization (IMO) for international shipping, requiring ships of 5,000 gross tonnage or above to start collecting and reporting data to an IMO database from 2019.

1.1.22. “Insolvency Event” means (a) a Party’s (i) failure to generally pay its debts as such debts become due; (ii) admitting in writing its inability to pay its debts generally; or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against any Party

(i) seeking to adjudicate it a bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and in the case of any such proceeding instituted against any such Party, either such proceeding shall remain undismissed for a period of 120 days or any of the actions sought in such proceeding shall occur; or (c) any Party taking any corporate or other formal action to authorize any of the actions set forth above in this definition.

1.1.23. “Intellectual Property” means all intellectual property worldwide, whether registered or unregistered, existing or to be created, made or generated, including but not limited to, inventions, patents, copyrights (including renewal rights), trademarks, trade secrets, know-how, mask works, computer software (including source code), ideas, processes, discoveries, methods and all other forms of intellectual property and any applications for registration thereof.

1.1.24. “Login Details” means the username and password issued by the Provider on request by the Customer, to be used for gaining access to the TM Synergia and / or the Services. Upon request by the Customer and always in the Provider’s own discretion, the Provider may issue more than one set of Login Details per Customer.

1.1.25. “Noon Report” means the data sheet prepared by the ship's chief engineer on a daily basis, that provides the vessel's position and other relevant standardised data to assess the performance of the ship based on its speed and environmental forces including weather conditions.

1.1.26. “Parties” means the Provider and the Customer, and “Party” shall mean either of them, as applicable.

1.1.27. “Proposal” means the commercial offer provided to the Customer in any format, which contains pricing and other commercial details pertaining to the Services.

1.1.28. “Provider” means Tototheo Middle East Limited and / or any of its subsidiary, affiliated, associated or parent companies.

1.1.29. “Registration Details” means the various information and parameters concerning a particular Committed Vessel and shall include the following minimum details:

- Vessel details (Name, IMO, call sign, MMSI) for vessel positioning via Satellite AIS
- General particulars of vessels
- Inmarsat DIN for Sat C as backup for position tracking (preferably at least one unit on which LRIT/SSAS is configured)
- Permission to communicate with the vessel via email

- Other information, as applicable, depending on Selected Services

1.1.30. “Registration Fee” means the once-off, non-refundable fee payable by the Customer for the initial registration and setup of each vessel in the TM Synergia as set out in the Proposal or Contract or as otherwise agreed in writing between the Parties.

1.1.31. “Selected Services” means the Services selected by the Customer for subscription by the Committed Vessels.

1.1.32. “Software-as-a-Service” or “SaaS” means the software distribution model which relies on hosting applications and making them available to the users over the internet, thus allowing the users to access the software platform and data from any device with an internet connection and web browser. The Provider will make available the TM Synergia to its customers in the form of SaaS.

1.1.33. “Subscription Fee” means the monthly fee for the Services as set out in the Proposal or Contract or as otherwise agreed in writing between the Parties.

1.1.34. “Third Party Applications” means any applications, websites and services provided Third Party Providers.

1.1.35. “Third Party Providers” means any third parties other than the Provider which are the proprietors of a feature / functionality or other facility which forms an integral part of the Services or otherwise is used in connection with the Services which is not proprietary to the Provider.

1.1.36. “Termination Date” means the date on which the Contract is effectively terminated, pursuant to clause 10 of these Terms & Conditions.

1.1.37. “Terms & Conditions” means the terms and conditions as set out in this document and as amended from time to time.

1.1.38. “Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

1.1.39. “Term” means the period during which the Services are subscribed to by each vessel. Unless otherwise agreed between the Parties, the Term shall be twelve (12) months and shall, upon expiry of the twelve (12) month Term, automatically renew for a consecutive further twelve (12) month period subject in any event to the termination provisions of clause 10 herein. Such renewal periods shall automatically be construed as being an integral part of the Term. If however, the Customer wishes to terminate a vessel from using the TM Synergia services before the expiration of the Term, then one (1) month prior written notice should be given to the Provider.

1.1.40. “Verifying Body” means an accredited verification body permitted to verify EU MRV Emissions Reports that have been uploaded through the THETIS-MRV system operated by the European Maritime Safety Agency (EMSA).

In these Terms & Conditions:

1.2. headings are for convenience only and shall not affect the interpretation of any term and/or provision in the Terms & Conditions;

1.3. any schedules attached to the Proposal shall form an integral part of the Terms & Conditions and shall be considered as being part of the Contract and shall be binding on both the Customer and the Provider;

1.4. unless the context requires otherwise, wherever used herein, the 'singular', shall include the 'plural' and vice versa; and

1.5. any reference to a legal entity shall also include physical persons and vice versa.

2. Obligations

2.1. The Provider shall:

2.1.1. subject to Clauses 3, 4 and 5, use reasonable endeavours to ensure the Customer has the appropriate access and use of the Services throughout the Term;

2.1.2. use reasonable endeavours to ensure the Services remain unaffected;

2.1.3. provide the Customer with technical support for the Services, provided that requests for technical support are submitted to the Provider as agreed in the Contract and that such requests are made by the Authorised Persons and that the Subscription Fees and any Additional Fees have been paid up to date;

2.1.4. not be responsible for providing TM Synergia Reports for vessels coming into Customer's care, prior to the date that such vessels are subscribed to TM Synergia Services.

2.2. The Customer shall:

2.2.1. be responsible for the proper and lawful use of the Services and shall ensure they are managed in accordance with the Provider's recommendations, and its authorised employees are given the necessary information and training for using the Services;

2.2.2. allow access to their systems when required to do so by the Provider;

2.2.3. not use the Services in a manner that:

2.2.3.1. violates rules, regulations and policies applicable to any network, server, computer database, web site or ISP that is accessed through the Services;

2.2.3.2. violates any law, regulation, treaty or tariff;

2.2.3.3. breaches any privacy and data protection laws and/or regulations and/or any security provisions as applicable;

2.2.3.4. violates or infringes upon any third-party copyright;

2.2.3.5. is defamatory, fraudulent, malicious, indecent, offensive or deceptive;

2.2.3.6. threatens, harasses, abuses, or intimidates others;

2.2.3.7. damages the name or reputation of the Provider, its affiliates or subsidiaries;

- 2.2.3.8. creates or attempts to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of the Provider its affiliates or subsidiaries;
- 2.2.4. not interfere with the Provider's ability to provide the Services;
- 2.2.5. not provide its Login Details to or allow the use of the Services by any third parties whatsoever.
- 2.2.6. be responsible for checking errors in the Noon Reports to satisfy the requirements of the Verifying Bodies, unless otherwise agreed between the parties;
- 2.2.7. make all necessary corrections in the Noon Reports and/or TM Synergia Data in order for the TM Synergia Reports to be successfully submitted;
- 2.2.8. provide complete and accurate Customer Data so that all TM Synergia Services that the Customer has subscribed to, are delivered promptly and correctly and the submission of all reports required for EU MRV and IMO DCS is completed successfully.

3. Service Particulars and Intellectual Property

3.1. The Services shall be as described in the Proposal.

3.2. Upon acceptance of the Proposal the Provider will require from the Customer to provide the Committed Vessels' Registration Details in order to register the vessels to the TM Synergia Services. Provided, that the Registration Fee has been settled in full and the Registration Details have been provided to the Provider within thirty (30) days from the date of Proposal acceptance, the Provider undertakes to register the vessel to the

TM Synergia Services within thirty (30) days from the date of Proposal acceptance. For the avoidance of any doubt, any delay from the Customer in providing the Registration Details, may result in delayed registration of the Committed Vessel to the Services.

3.3. Should the Customer fail to provide the Registration Details to the Provider within ninety (90) days from the date of Proposal acceptance, the Provider shall issue a second invoice for Registration Fee, which shall be payable on the date of invoice issue. The payment of such invoice shall be a prerequisite for the Provider to register the vessel to the Services.

3.4. Upon registration of the Customer's first vessel to the TM Synergia, the Provider shall issue and provide to the Customer their Login Details.

3.5. Upon creation of each set of Login Details, the Provider shall provide the same to the Customer's PiC and only to this person, via email. The Customer's PiC remains responsible for the safekeeping and distribution of each set of Login Details within the Customer's organisation.

3.6. If the Customer, at any time, wishes to activate Additional Services beyond the Selected Services initially agreed between the Parties, the Customer shall inform the Provider in writing of such Additional Services that they require and the Provider shall advise whether such request can be complied with and, shall also advise if any Additional Fee shall apply for such Additional Services.

3.7. The Customer is prohibited from making available, publishing, submitting, copying, uploading, posting, transmitting, reproducing, theft of, infringement on, or distributing information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of Intellectual Property rights, trademark laws or other proprietary right of any party unless Customer owns or controls the rights thereto or has received all necessary written consents to do the same.

3.8. The Customer is further prohibited from using or distributing any material or information including images or photographs that are made available through the Services, unless the Provider gives its explicit permission in writing.

3.9. No rights of whatsoever nature, including without limitation, Intellectual Property rights to the TM Synergia, the TM Synergia Services and/or any Third Party Applications are hereby granted to the Customer.

3.10. No provision of this Agreement shall be construed, alleged or implied as being a transfer of the Intellectual Property rights from the Provider to Customer. Customer acknowledges the Provider's full ownership, control, title, interest in and to any and all of the Intellectual Property comprising the TM Synergia and the Services.

3.11. Except as provided under this Agreement or otherwise agreed in writing, Customer will not, and will not permit any third parties to: i) copy or reproduce in any manner the TM Synergia and / or the Service or any portion thereof; ii) decompile, disassemble or reverse engineer the TM Synergia; iii) translate, modify, adapt, enhance, or create derivative works of the TM Synergia ; iv) sublicense, lease, rent, distribute, or otherwise transfer the TM Synergia ; or v) use the TM Synergia in a service bureau, time sharing, or facilities management arrangement or otherwise use the TM Synergia to provide products or services to third parties.

4. Third Party Applications

4.1. The TM Synergia and the TM Synergia Services may be integrated with or may otherwise interact with Third Party Applications in order to make certain features, facilities or functionality available to the Customer.

These Third Party Applications may have their own terms and conditions of use and privacy policies and use, by the Customer, of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. Customer understands and agrees that the Provider does not endorse and is not responsible or liable for the behaviour, features, or content of any Third Party Application or for any transaction Customer may enter into with the provider of any such Third Party Application, nor does the Provider warrant the compatibility or continuing compatibility of the Third Party Applications with the Services.

4.2. In the event that a Third Party Application ceases to be compatible with the TM Synergia and/or the TM Synergia Services or becomes otherwise unavailable for use with the TM Synergia and/or the TM Synergia Services, the Provider shall apply all reasonable efforts to provide the Customer with an equivalent alternative.

4.2.1. Such an alternative shall fill the same functions as the Third Party Application it is replacing as a minimum.

4.2.2. The Customer acknowledges that any such alternative may be subject to an increased Subscription Fee and agrees that acceptance of such alternative implies the acceptance of such increased Subscription Fee.

4.2.3. The Customer further understands and accepts that implementation of such alternative may involve some modifications to their existing setup and method of how the TM Synergia Services are provided to them.

5. Payment Terms & Conditions

5.1. The Provider shall charge to the Customer the Registration Fee for all Committed Vessels, upon acceptance of the Proposal. Unless otherwise agreed, the Registration Fee shall be payable in full on the date of issue of the relevant invoice. Failure by the Customer to pay the Registration Fee shall entitle the Provider to refuse to enrol the Committed Vessels to the TM Synergia Services.

5.2. The Provider shall invoice the Customer the Subscription Fee annually or biannually in advance of the commencement of the Term and invoices shall be payable by the Customer in advance on the invoice issue date, unless otherwise agreed in writing between the parties.

5.3. Any Additional Fee as from time to time agreed between the Parties shall be added to the Subscription Fee invoices on a pro-rata basis as from the month following the month in which the Additional Services have been granted to the Customer.

5.4. The Subscription Fee and any Additional Fee paid for the Services shall not be refundable.

5.5. If payment falls due on a non-business day, the Customer shall ensure that payment is received in the Provider's designated bank account by the last banking day immediately before the due date.

5.6. The Registration Fee, Subscription Fee and Additional Fee are exclusive of any taxes, all of which are payable by the Customer.

5.7. Any delayed payment, without prejudice to all the other rights of the Provider, shall attract interest at the rate of 8% per annum, pro rata, as from the date payment was due in addition to which the Customer shall

also be liable for all legal and court fees which may be incurred by the Provider to collect and enforce payment of any amounts payable by the Customer.

5.8. If the Customer wishes to dispute an invoice, this must be notified to the Provider as soon as possible but no later than the due date.

5.9. Where only part of the invoice is disputed, the Customer shall pay the undisputed amount by the due date.

5.10. In the event that a dispute cannot be resolved within fifteen (15) Days of the notice, the dispute shall be resolved by the Parties in accordance with Clause 15.

5.11. The Provider may at any time, by giving the Customer thirty (30) days written notice, increase the Subscription Fees, to take account of any increase in the cost to the Provider of supplying the Services (including, but not limited to, any change in Third Party Provider rates).

6. Variation/Withdrawal/Suspension/Barring of Services

6.1. The Provider may at any time vary the Services provided that such variation applies, wherever practical, in a non-discriminatory manner.

6.2. Any variation to the Services shall be notified to the Customer by the Provider as soon as reasonably practicable and, in any event, no less than thirty (30) days prior to the date at which such variation takes effect, unless in circumstances where it is impossible to do so, in an emergency or as otherwise necessary.

6.3. The Provider may suspend any of the access to or use of any portion or all of the Services immediately upon notice to the customer and without liability, if he determines, in his sole discretion, that the access to or use of Services presents a threat or issue such as (a) a security risk (including any security risk to third parties); or (b) a circumstance or event that could cause adverse impact upon the Services or that may subject the Provider to any liability.

6.4. The Provider may at any time withdraw or suspend the Services upon providing the Customer with three (3) months prior written notice unless in circumstances where it is impossible to do so, in an emergency or otherwise necessary.

6.5. The Provider may at any time temporarily suspend the Services and provide instructions and procedures which the Customer must follow upon such temporary suspension if it believes that it is necessary in the interests of safety and quality of the Services.

6.6. The Provider may temporarily suspend the Services for the purpose of repair, transfer of the Services, maintenance or improvement of any of the systems of its own, or those belonging to Third Party Providers.

6.7. Without prejudice to Clause 7 below, the Provider may at any time during the Term either bar or suspend the Services if:

6.7.1. The Customer commits a material breach which is not remedied within fifteen (15) Days after receiving written notice from the Provider requiring the Customer to remedy such breach and

notifying the Customer of the Provider's intention to bar or suspend the Services if such breach is not remedied within such fifteen (15) day period;

6.7.2. The Provider is instructed to do so by a Governmental Body.

6.7.3. The Provider has reason to believe that the Customer is abusing the Services or using them either fraudulently or unlawfully.

6.8. In any of the circumstances listed in Clauses 6.4 to 6.7 the Provider shall use reasonable endeavours to provide the Customer with prior notice unless the Provider is urgently required to do so by law or where reasonable delay may cause loss (including loss of reputation) or damage to the Provider.

6.9. Failure of the Customer to pay the Registration Fee and/or the Subscription Fee and/or Additional Fee within a period of thirty (30) Days as set out in Clause 5, shall constitute a default payment. In the event there is any default payment, without prejudice to any of its other rights, the Provider shall have the right to suspend the Services and/or refuse to activate any new or other Services, without thereby incurring any liability until full payment of all outstanding sums (including accrued interest) is received. The Provider shall have the right to recover from the Customer all direct and indirect costs arising from such suspension of Services.

7. Limitation of Liability

7.1. Neither the Provider nor the Customer shall be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, for:

7.1.1. direct or indirect loss of profit;

7.1.2. direct or indirect loss of goodwill;

7.1.3. direct or indirect loss of business opportunity;

7.1.4. direct or indirect loss of anticipated saving; or

7.1.5. indirect or consequential loss or damage, arising under or in connection with these Terms & Conditions.

7.2. The Provider makes no warranty, whether statutory, express or implied, to the Customer or any other person and / or party regarding the Services, and / or part(s) thereof, or any software or equipment used in connection therewith, including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement.

7.3. Except as set out in these Terms & Conditions, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including the Services) provided by either the Provider or the Customer are excluded to the fullest extent permitted by the laws of the Republic of Cyprus.

7.4. Unless (and then only to the extent permitted by applicable law) otherwise provided herein, the Provider shall not be liable on any basis, whether for negligence, breach of contract, misrepresentation or otherwise, to the Customer or any third party for any direct loss, damage, liability or expense arising from or in connection with any unavailability, delay, interruption or degradation in or to the Services

or failure of the operational systems, save to the extent caused by gross negligence, wilful misconduct or fraud on the part of the Provider under or in connection with these Terms & Conditions.

7.5. Excluding the Customer's obligation to pay the Registration Fee, the Subscription Fee and any Additional Fee to the Provider (pursuant to these Terms & Conditions) and the Customer's obligations under Clause 8 below, the aggregate liability of each Party (and their respective Affiliates) to the other Party (and its Affiliates) under or in connection with these Terms & Conditions, whether for negligence, breach of contract, misrepresentation or otherwise, shall at all times be limited to the amount equal to the total payments which have fallen due to the Provider under these Terms & Conditions during the twelve (12) month period immediately preceding the relevant time.

7.6. The Provider is not liable or responsible in any circumstance where the Customer uses the Services as a single source of navigational aid. The Services are meant to be used only as a supplementary navigational aid with the intention to optimise fuel consumption as well as other aspects of voyage planning. It is up to the Customer to determine the route the vessel is to follow, applying good seamanship and utilising dedicated tools intended for this purpose.

7.7. The Provider is not liable or responsible for the loss of data or any damage or loss incurred as a result of inadequate computing protection by the Customer.

7.8. The Provider is not liable for the quality, integrity and/or accuracy of the data input into the TM Synergia for the provision of the Services. It is the Customer's responsibility to ensure that the applicable infrastructure is in place and in good operational state, so as to provide the required data to the TM Synergia. The Provider accepts no liability for incorrect results, analysis or other reports delivered by the TM Synergia.

8. Indemnities

8.1. Subject to Clause 7 hereinabove, the Customer undertakes at all times to hold harmless, defend and indemnify to the greatest extent permitted by law, the Provider against all actions, losses, suits, proceedings, claims, costs, damages, demands, disbursements, expenses and liabilities whatsoever which may arise or accrue or be taken, commenced, made or sought from or against them in connection with:

8.1.1. Any claim by a third party, however arising, as a result of or in connection with an alleged breach by the Customer of its obligations unless caused due to gross negligence, wilful misconduct or fraud by the Provider, under these Terms & Conditions;

8.1.2. Any claims or legal proceedings by a third party, arising from the Customer's use of the Services or any related equipment by the Customer's end Customers or affiliates unless caused due to gross negligence, wilful misconduct or fraud by the Provider;

8.1.3. The use of the Services or the content of any transmission made using the Services, including any actual or alleged libel, slander, obscenity, indecency, infringement of copyright or breach of privacy or security;

8.1.4. Any act or omission of the Customer resulting in loss of, or damage or degradation of the Services;

8.1.5. Any claims, demands and causes of action of every kind and character arising herewith in connection with the Customer's personnel or the Customer's invitees, on account of bodily injury, death or damage to such person's property, regardless of the cause of such bodily injury, death or damage to property, excluding the gross negligence, wilful misconduct, or fraud of the Provider;

8.1.6. Any claim by a third party for alleged Intellectual Property infringement arising from the use of the Services unless caused due to gross negligence, wilful misconduct or fraud by the Provider; and

- i.any failure by the Customer to comply with any law or regulation applicable in respect of the Services or obtain or maintain any governmental authorisation that is required for use of the Services; or
- ii.any use of the Services by the Customer, its service providers or subscribers other than in accordance with these Terms & Conditions.

8.2. The Customer agrees that, to the extent possible, in order to protect itself against the consequences of the limitations and exclusions stipulated herein it shall cover any resulting risks for its account by taking out the appropriate insurance coverage.

8.3. The Customer has sole responsibility to obtain adequate protection for their computing services including but not limited to the backup of data.

9. Non-Solicitation of Personnel

9.1. During the period commencing on the Effective Date and ending one year following the Termination Date, the Customer shall not, without the Provider's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Provider or its Affiliates, or (ii) hire, on behalf of the Customer or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the Provider or its Affiliates.

9.2. The Customer agrees that if they breach the provisions of clause 9.1 by successfully soliciting, interfering with, procuring or enticing away any employee or contractor of the Provider, they shall pay the Provider promptly upon the written demand of the Provider a sum equivalent to half the annual salary or fees paid by the Provider to the person so solicited immediately before that person leaves the Provider's employment or ceases to be engaged by the Provider

9.3. The Customer agrees that the amount referred to in clause 9.2 represents a reasonable pre-estimate of the loss and damage which the Provider would suffer in the event that the circumstances described in clause 9.2 arise.

9.4. The provisions of this clause 9 are without prejudice to the right of the Provider to seek interim remedies through the court or otherwise in respect of the matters contemplated by it.

10. Termination and Force Majeure

10.1. Either Party may terminate the Contract for any reason whatsoever, by providing to the other Party no less than three (3) months prior written notice.

10.2. Either Party may terminate the Contract with immediate effect by notice in writing to the other Party on or at any time after the occurrence of any of the following events:

- 10.2.1.a** a material breach by the breaching party of these Terms & Conditions which is not capable of remedy;

10.2.2. a material breach by the breaching party of these Terms & Conditions which is capable of remedy but which the breaching party fails to remedy within thirty (30) Days starting on the Business Day after receipt of notice from the initiating party giving particulars of the breach and requiring the breaching party to remedy the breach; or

10.2.3. The other Party is subject to an Insolvency Event.

10.3. The Provider may additionally terminate the Services with immediate effect by notice in writing to the Customer on or at any time after the occurrence of any of the following events:

10.3.1. if the Customer fails to pay outstanding invoices such that the provisions of Clause 6 of these Terms & Conditions are invoked;

10.3.2. if the Customer repeatedly breaches any of these Terms & Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or the ability to give effect to these Terms & Conditions;

10.3.3. upon a change of control of the Provider;

10.3.4. upon a change of control of the Customer;

10.3.5. if the Customer fails to obtain or comply with governmental authorisations.

10.4. Neither Party shall be liable for any non-performance or breach of obligations assumed under these Terms & Conditions as a result of and / or caused by any matter beyond that Party's reasonable control, including, without limitation, acts of God, disease, pandemic, epidemic, flood, fire, lightning, accidents, explosion, the failure or interruption of electricity supplies, national or local emergencies, civil disorder, industrial disputes (whether or not involving such Party's employees), adverse weather conditions or acts or omission of any government, local or other competent authority or any suppliers whatsoever ('Force Majeure Occurrence'), nor for any delay due to, occasioned by, or caused as a result of a Force Majeure Occurrence.

10.5. Termination of use of any services by the Customer shall not release it from any liabilities or responsibilities which have accrued prior to the date of termination, including but not limited to its obligation to pay any outstanding damages.

10.6. On termination of the Contract for any reason, the Customer shall:

10.6.1. as soon as reasonably practicable, return or destroy (as directed in writing by the Provider) any documents, handbooks or other information provided to it by the Provider or data for the purposes of this Contract, including all documents and materials (and any copies) containing, reflecting, incorporating or based upon the Provider's Confidential Information;

10.6.2. as soon as reasonably practicable, return all of the equipment and materials owned by the Provider or any third party, failing which, the Provider may enter the relevant premises and take possession of them. Until these are returned or repossessed, the Customer shall be solely responsible for their safekeeping;

10.6.3. the Customer shall immediately pay to the Provider all of the Provider's outstanding invoices (together with any accrued interest if such invoices are outside their payment terms) and, in respect of Services supplied but for which no invoice has been submitted, the Provider may submit an

invoice, which (notwithstanding anything to the contrary in the Contract or these Terms & Conditions) shall be payable immediately on receipt of invoice.

11. Confidentiality of the Terms & Conditions

11.1. Each party agrees that the Terms & Conditions herein shall be treated as confidential and that neither party will disclose the Terms & Conditions to any third party without the prior written consent of the other party, provided, however, that each party may disclose the Terms & Conditions to the extent necessary (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) in confidence to legal counsel of the parties, accountants, and other professional advisors. With respect to disclosure required by a court, governmental order or otherwise required by law, the party required to disclose shall provide prior notification of such impending disclosure to the other party and use all reasonable efforts to preserve the confidentiality of the Terms & Conditions in complying with such required disclosure.

12. Data Protection

12.1. The Parties both agree to abide by all applicable data protection laws, including but not limited to national and international laws and the European Union Regulations and Directives.

12.2. The Customer understands and accepts that by subscribing to the Services, personal data will be required to be provided to the Provider and the Customer hereby expressly consents to providing same.

12.3. The Provider may where necessary process and/or make use of such personal data only in relation to the provision of Services and in accordance with these Terms & Conditions.

12.4. The Provider may retain data for as long as is necessary to provide, manage and/or administer the Services to the Customer and as permitted by applicable laws and regulations.

12.5. Upon termination of the Services the Provider and the Customer agree that certain Customer's data may be retained in the Provider's records, for a minimum period of three (3) years or any other period of time as agreed between the Parties in writing. Such data shall be handled by the Provider as permitted by applicable laws and regulations.

12.6. Any and all Customer's personal data provided to the Provider for any reason whatsoever, will be handled as confidential by the Provider and will not be disclosed to any third party unless it is necessary for the provision of the Services.

12.7. If the Customer suspects violation of any data protection regulation, a notice setting out the details of the alleged violation should be sent to the Provider as soon as possible and no later than three (3) days after the Customer becomes aware of such violation.

12.8. It is the Customer's sole responsibility to keep informed the End Users and obtain their express consent, regarding any way their personal data may be collected and processed by the Provider during the provision of the Services by the Provider. The Customer shall provide to the Provider, sufficient evidence of such information being provided to the End Users as well as express consent granted, upon such request by the Provider.

13. Customer Data Ownership and Licenses

13.1. Customer owns all rights, title and interest in and to the Customer Data. During the Term, the Customer hereby grants the Provider a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Service), non-transferable right to access and use the Customer's Data solely to the extent necessary to provide the Services to the Customer, throughout the term of the agreement.

13.2. Notwithstanding clause 13.1, the Provider shall not use the Customer Data in any other way, except as necessary to provide the Services and / or fulfil its other contractual obligations established under the Contract.

13.3. While a vessel is subscribed to the Services, the Provider shall store the TM Synergia Data and / or the TM Synergia Reports on its infrastructure for three (3) years from the date that such TM Synergia Data is received or such TM Synergia Reports are created.

13.4. If a vessel unsubscribes from the Services, the Provider shall maintain the TM Synergia Data and TM Synergia Reports for the specific vessel for three (3) months following the date the vessel unsubscribes.

13.5. Notwithstanding clauses 13.2 and 13.3 above, the Customer may request for different data retention periods, upon an agreed payment fee. The Provider, in its full discretion may examine such request and inform the Customer of the possibility to accept same and the costs related to it. For the avoidance of any doubt any such requests shall only be considered as accepted by the Provider if agreed upon between the Provider and the Customer in writing.

13.6. If the Customer requires the data prior to the termination of the three (3) year period, then the Customer may request the data, the Provider thereby has 30 days to produce the data to the Customer.

14. Invalidity/Illegality/Unenforceability

14.1. Should any provision(s) of these Terms & Conditions be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision(s) shall be given no effect and shall be deemed not to be included in the Terms & Conditions without invalidating any of the remaining provisions. The Customer and the Provider shall enter into good faith negotiations to amend the Terms & Conditions in such a way that, as amended, is valid, legal and enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision(s).

14.2. For the avoidance of doubt, where the relevant Proposal has not been signed by either (or both) of the Customer or the Provider, the Terms & Conditions will nevertheless apply to the Services provided that the Customer has had prior notice of them (regardless of whether the Customer has indicated its acceptance in writing). By instructing the Provider to supply any Services and/or by paying any fee(s) or invoice(s) of the Provider, the Customer indicates its acceptance of the Terms & Conditions.

15. Governing Law and Jurisdiction

15.1. These Terms & Conditions and any dispute or controversy arising out of or relating to these Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The Courts of the Republic of Cyprus shall have the exclusive jurisdiction in respect of any

dispute, suit, action or proceedings which may arise out of or in connection with the services or these Terms & Conditions. The Provider retains the right to bring legal proceedings in any jurisdiction where it reasonably believes that infringement of these Terms & Conditions takes place or originates.

16. Notices

16.1. All and any notices, demands or any other correspondence whatsoever, referred to in these Terms & Conditions under or in connection with the provision of the Services shall be in writing, in the English language.

16.2. The notice shall be delivered personally or sent by email to the Party due to receive the notice at its respective address or e-mail address in the event of electronic notice.

16.3. All notices or correspondence shall be delivered to the following addresses or email specified below:

16.3.1. For the Provider:

**Tototheo Middle East
Limited**, 89, Omonoias
Avenue
Limassol 3048
Republic of Cyprus
Attn: Legal Department
Email: legal@tototheo.com

16.3.2. For the Customer:

To the address provided in the Proposal.

17. General Provisions

No provisions of these Terms & Conditions may be modified, waived, discharged or terminated unless such waiver, modification, discharge or termination is agreed to in writing and signed by the relevant Parties.