



Special Terms governing the Data Inspector Services of Hoppe Marine GmbH

The General Terms and Conditions of Hoppe Marine GmbH are applicable to all Supply and Service Agreements between Hoppe and the Customer, as long as the following Special Terms do not explicitly deviate from those.

These Special Terms govern Customer's assignment and use of Hoppe Data Inspector Services. By executing an Order Form that references this Agreement, Customer agrees to the terms of this Agreement.

1. Definitions

"Agreement" means the Agreement between Customer and Hoppe for the Assignment and Use of Hoppe Data Inspector Services that have been ordered by the Customer by providing an Order Form and confirmed by Hoppe.

"Hoppe" means the company Hoppe Marine GmbH, Kieler Straße 318, 22525 Hamburg/Germany, including all fully owned and controlled subsidiary companies of the Hoppe Group.

"Customer" means in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

"Customer Data" means electronic data such as company, fleet and vessel information and particulars submitted by or for Customer to Hoppe.

"Data Inspector" is a Service provided by Hoppe to the Customer. The service comprises a regular check of Customer's Ships data and troubleshooting as well as defined actions, in various aspects as per ordered Service Package.

"Data Set" is an individually, in advance, agreed number of recorded data in a specific time range regularly provided either by the Customer to Hoppe or collected by Hoppe itself using Data Butler Service (to be purchased by the Customer with a separate purchase order).

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Hoppe, including any addenda and supplements thereto. The order form refers to a commercial offer provided by Hoppe individually for the Customer. A separate order form has to be submitted for each ship.

"Services" or "Data Inspector Services" means Data Inspector Service Packages that Customer purchases under an Order Form, as distinguished from Free Services or those provided pursuant to a free trial. The specification of the Data Inspector Service Packages is described under www.hoppe-marine.com.

2. Provision of Data Inspector Services

Hoppe will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms, (b) provide applicable Hoppe standard support for the Services to Customer at no additional charge (see Chapter 6. Scope of Services), and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Purchased Services available as agreed, except for: (i) planned downtime (of which Hoppe shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Hoppe's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or



other labor problem (other than one involving Hoppe employees), Internet service provider failure or delay, any other loss of connectivity, Non-Hoppe Application, or denial of service attack.

Any claims for damages and reimbursement of expenses Customer may have, based on whatever legal reason, including infringement of duties arising in connection with the Agreement, shall be excluded.

3. Preconditions to enable Data Inspector Services and System Setup

Hoppe IT:

- The System setup (i.e. Data pool, Customer account and Ships account) is established.

Customer IT:

- Provision of full Data Set in agreed format and at agreed frequency (at least daily). Hoppe Data Butler Service is recommended, but not mandatory.

4. Use of Data

In order to provide Data Inspector Services to the Customer, Hoppe is allowed to use the Ships Data without limitation. In addition, Hoppe is allowed to do its own data analyses for the purpose of improvement of the Services. Hoppe will neither give access nor insight into the Ships Data to any other party.

5. Protection of Customer Data / Ships Data Sets

Hoppe will maintain appropriate administrative, physical, and technical safeguards for protection of the security and confidentiality of Customer Data as well as the Ships Data Sets. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data and/or Ships Data Sets (other than by Customer). Furthermore, our Privacy Policy (www.hoppe-marine.com) is applicable.

6. Scope of Services

6.1 Data Services

The scope of data services covers the use of Hoppe Data Inspector and applies separately to each account.

Services provided:

- System Health Check (availability, validity and plausibility) performed by Hoppe staff Monday - Friday, (except public holidays)
- Data validation services as per ordered Service package
- Customized data analyses/evaluations as per ordered Service package
- 1h Service Inhouse for troubleshooting. Additional (remote) troubleshooting might result in extra costs.

6.2 Service Level Agreement

- **E-Mail Response / Notification and Technical Service Hotline** (if included in purchased package)
9:00 a.m. CET to 5:00 p.m. CET Monday – Friday, except public holidays

Extended service level agreements can be purchased individually.

Service Exclusions

The Service Commitment does not apply to unavailability or incompleteness of Data Sets, suspension or termination of Data Inspector, or any other Data Inspector performance issues: (i) caused by factors outside of Hoppe's reasonable control, including any force majeure event or Internet access or related problems beyond the



demarcation point of Data Inspector; (ii) that result from any voluntary actions or inactions from Customer or any Third Party; (iii) that result from Customer's equipment, software or other technology and/or Third Party equipment, software or other technology (other than equipment within Hoppe's direct control).

7. Performance Term and Termination

The term of validity of this Agreement as well as the payment obligation begins as of the date of Hoppe's confirmation of the order, unless otherwise agreed.

Times set for the beginning of Service support performance can only be observed if all information required from the Customer and necessary permits have been received in time by Hoppe and if all Preconditions have been ensured by both parties, the Customer and Hoppe.

Unless otherwise provided in the applicable Order Form Data Inspector Services are purchased as subscriptions for the term stated in the applicable Order Form. The Agreement term and payment obligation is automatically extended by default each consequent year with 12 months.

A party may terminate this Agreement (i) properly upon 2 months by end of month written notice to the other party without stating any reason (ii) upon 1 month by end of month written notice to the other party of a material breach, if such breach remains uncured at the expiration of such period, or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. The right to immediate termination for cause remains unaffected.

With ending of the Agreement term, Hoppe (i) suspends the provision of Services, and (ii) disables Data pool, Customer account and Ships account. On Customer's request, all Ships data will be irrevocably deleted. If Customer does not request to delete the Ships Data, Hoppe reserves the right to use the data neutralized for internal purposes or analyses.

8. Fees

Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

9. Invoicing and Payment

Customer will provide Hoppe with a valid purchase order or alternative document reasonably acceptable to Hoppe. Hoppe will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 14 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Hoppe and notifying Hoppe of any changes to such information.

10. Confidentiality of Data and Information

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data, and Ships Data; Confidential Information of Hoppe includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

Each Party undertakes to keep strictly confidential any Confidential Information received from the Other Party, and neither disclose nor make it available to any Third Party, without the Disclosing Party's prior written consent. In such case the Receiving Party, prior to disclosing the Confidential Information, shall ensure that the Third Party signs a written confidentiality agreement or respectively Data Provision Agreement, consistent with this Agreement.