

1. Definitions and Interpretation

In these Terms and Conditions, the following words shall have the following meanings:

Affiliates means in relation to either Party, its parent company and its subsidiaries, or all other subsidiaries of its parent company.

Agent means any Person appointed in writing by the Company to promote and seek Subscribers for the ChartCo Service.

Bundle means a promotional package of hardware and selected services, or selected services, offered at discounted rates, compared to the aggregated individual prices for the same items, ordered individually. Bundle packages may be offered, at the Company's discretion, from time to time, typically with defined time limits for take up.

ChartCo Service means the electronic delivery of Data Services via Internet or Email, also known as the ChartCo Select Service

ChartCo Service Schedule means the schedule at the front of the Contract listing the Data Services to which the Contract applies.

ChartCo 24 Hour Support Desk means the technical and operational support facility provided by the Company as part of the ChartCo Service.

Company means ChartCo Limited.

Contract means a Contract for the provision of the ChartCo Service, as set out in the ChartCo Service Schedule, and subject to these terms and conditions.

Data Services means the services supplied by ChartCo using the ChartCo Service or the Regs4Ships Service, and the Software, whichever is applicable and set out in the ChartCo Service Schedule which may be amended from time to time by agreement in writing between the Parties.

Data Supplier means the Person from whom the Company obtains data for one of the Data Services.

End User means the Subscriber's authorised user including but not limited to a sea going vessel using the Data Services during the term of the Contract.

Goods means physical items including but not limited to anything pertaining to the supply of Data Services.

FMA means the Fitting and Maintenance Agent authorised by the Company or the Company acting as a fitting and maintenance agent to perform the installation, commissioning and repair as necessary of any proprietary hardware or software required for the supply of Data Services.

Force Majeure means any act, event or circumstance beyond the reasonable control of the party to perform and which results in or causes the failure of that party to perform any of its obligations under the Contract including act of God, strikes, lockout or other industrial disturbance, war or threat of war, terrorist act, blockade, riot, sabotage, act of vandalism, lightning, fire storm, flood, earthquake, explosion, fault or failure of plant or machinery including, for the avoidance of doubt, any significant computer software and/or hardware failure.

Incoterms 2010 means the International Chamber of Commerce (ICC) official rules 2010 for the interpretation of trade terms.

Intellectual Property means:

- (i) all and any rights in patents, copyright, moral rights, database rights and rights in trademarks, designs, know-how and confidential information;
- (ii) applications or registration, and the rights to apply for registration for any of these rights; and
- (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (whether registered or unregistered) in all cases which are used or owned by the Company.

Parties means the Company and the Subscriber.

Place of Destination means the point agreed between the Company and the Subscriber to which the Goods shall be delivered.

Person means any natural person, partnership, joint venture, corporation, company, trust, firm, association, government, governmental department or agency.

Proprietary Items include but are not limited to computer equipment or similar items included in the Goods to be supplied by the Company but not manufactured by the Company.

Regs4Ships Service

means the services and data provided by Regs4Ships Limited an Affiliate of the Company, which shall include but not be limited to the provision of digital regulatory and compliance information, audits, reviews and surveys, safety management systems review and training services.

Software means any software supplied by ChartCo to facilitate storage, delivery, or display of any or all of the Data Services, including but not limited to PassageManager.

Subscriber means the Person named on the front of the Contract with whom the Company has contracted to supply the Data Services.

Subscription Fee means the subscription fee for the Data Services as defined in the ChartCo Service Schedule.

Third Party Manufacturer means any manufacturer or supplier of Goods including but not limited to electronic or IT equipment for use in the supply of Data Services.

signature or the first date of receipt of Data Services, whichever is the sooner. The Contract shall continue in force for an initial period of twelve (12) months (hereinafter the "Initial Term") and shall continue thereafter unless and until terminated by either party giving the other at any time not less than three (3) months' prior written notice to expire on or at any time after the end of the Initial Term.

3.2. The Company may terminate the Contract or the provision of any of the Data Services with immediate effect and without notice:

- (i) if the Subscriber fails to pay the Subscription Fee or any part of the Subscription Fee in accordance with clause 4.2 of these Terms and Conditions;
- (ii) if the Subscriber is in breach of any of its obligations under the Contract;
- (iii) if any communication satellite or satellite ground station, internet service provider (ISP) or any other facility used to provide the ChartCo Service becomes permanently inoperable;
- (iv) if any of the Data Suppliers suspends, withdraws, materially changes or cancels the supply of data to the Company.

2. Use of the ChartCo Service

- 2.1. Unless otherwise agreed in writing between the parties, the terms and conditions of the Contract shall apply to the exclusion of all other terms and conditions including any of the Subscriber's terms and conditions.
- 2.2. The Subscriber may not assign his rights or obligations under the Contract without the prior written consent of the Company.
- 2.3. The Data Service and Software is for use by the Subscriber at a named site, and may not be copied, sold or otherwise distributed for any other purpose.
- 2.4. If, pursuant to clause 2.2, the Subscriber rents or leases to third parties a service or product which incorporate Data Services, this does not relieve the Subscriber of any other obligations under the Contract, including the responsibility of advising third parties of the terms of the Contract and ensuring that those third parties uphold the terms of the Contract.
- 2.5. All data provided as part of the Data Services is confidential proprietary business information which cannot be sub-licensed or copied or re-distributed without the express written permission of the Company in accordance with clause 16.

3.3. The Company may terminate the Contract in part or in whole upon three months' written notice to the Subscriber if, in the Company's sole opinion, market conditions are such that provision of the Data Service is no longer commercially viable.

3.4. In the event of termination by the Company pursuant to clause 3.3, the Company's maximum liability shall be no greater than the repayment to the Subscriber of an amount calculated pro rata with respect to the pre-paid Subscription Fee, for any remaining part of the Contract.

3.5. In the event of termination by the Subscriber within the Initial Term of the Contract, the Company shall be entitled to charge the Subscriber and the Subscriber shall pay to the Company a cancellation fee, in accordance with the then current Company price list, for early termination.

3.6. In the event of a vessel being sold or scrapped, the Subscriber must notify the Company in writing at the earliest opportunity. The Company reserves the right to invoice for each sold or scrapped vessel up to and including to the end of the quarter after such written notice is received.

3.7. Upon termination of the Contract, for whatever reason, the then current quarterly Subscription Fee invoice remains outstanding and payable by the Subscriber in accordance with the Contract. In the event that annual invoicing has been applied the Company will refund all subscription fees from the start of the next calendar quarter.

3. Term and Termination

- 3.1. Subject to clauses 3.2 and 3.3 below the Contract shall come into force on the date of last Party's

4. Subscription Fees

- 4.1. The Subscription Fees shall be reviewed by the Company on an annual basis and the Company shall give the Subscriber not less than one month's notice in writing of any change in the Subscription Fees.
- 4.2. Subscription Fees for the ChartCo Service are payable by the Subscriber in advance and within 30 days of the date of invoice from the Company or the Agent, whichever date shall be the earlier. Subscription renewals will be invoiced automatically no later than thirty days before the due date and if the renewal fee is not received by the due date, the Contract may be terminated, in accordance with clause 4.3 below.
- 4.3. If any payment due to be paid by the Subscriber under the Contract is in arrears and remains unpaid after one month's notice in writing the Company retains the right to:
- (i) suspend the ChartCo Service. In the case of non-payment of the Subscription Fee, the ChartCo Service may be re-instated upon payment by the Subscriber of a reconnection fee;
 - (ii) terminate the ChartCo Service and where appropriate repossess the ChartCo Receiver.
- 4.4. Except as may be prohibited by law, in the event of any insolvency or inability to pay debts as they become due by the Subscriber hereto, or voluntary or involuntary bankruptcy proceedings by or against the Subscriber, or appointment of a receiver or arrangement or composition for the benefit of creditors, the Company may elect to cancel any unfulfilled obligations hereunder.

5. Transfer of Data Services

- 5.1. Subject to agreement in writing by the Company, which shall not be unreasonably withheld, the Data Services may be transferred from one vessel to another operated by the Subscriber. All costs associated with this transfer, including a Contract Amendment Fee in accordance with the then current Company price list which shall be invoiced by the Company or Agent to the Subscriber, and which costs may also include decommissioning and reinstallation of the ChartCo Receiver (if applicable) shall be borne by the Subscriber. Payments of the Subscription Fee shall continue during the transfer period

6. Warranty

- 6.1. In the case of Proprietary Items sold to the Subscriber by the Company, the Company will provide a full replacement warranty for a period of

six months from date of installation or nine months from date of delivery whichever occurs first, provided that such items have been used and operated in accordance with the manufacturer's instructions.

- 6.2. On-board attendance and labour is excluded from the ChartCo warranty.
- 6.3. All Proprietary Items in respect of which a warranty claim is made shall be returned by the Subscriber at its risk and cost to the Company for repair or replacement as determined by the Company at its sole discretion. Any transportation costs for the return of defective Proprietary Items shall be paid by the Subscriber. Replacement Proprietary Items shall be returned to the Subscriber freight paid by the Company.
- 6.4. The above warranties are given by the Company subject to the following conditions and other provision of this clause 6:
- (i) Any Proprietary Items have been installed and operated in accordance with the Company's or manufacturers work practices and documentation
 - (ii) the Software has been installed in accordance with the Company's work practices and documentation and onto equipment that meets the Company's minimum specification
 - (iii) that any system has been commissioned by an FMA or ChartCo trained and approved engineer
 - (iv) the Subscriber does not attempt to repair or tamper with the Proprietary Items or allow any third party to do so.
- 6.5. The Company shall be under no liability and the warranty contained in this clause 6 shall not apply:

- (i) in respect of any defect in the Proprietary Items arising from any drawings, design or specification provided by the Subscriber;
 - (ii) in respect of any defect arising from wear and tear, wilful damage, negligence, neglect, abnormal working conditions, incorrect operation, misuse or alteration or repair of the Proprietary Items without the Company's prior written approval.
- 6.6. Before returning any Proprietary Item to the Company, a Subscriber must first contact the ChartCo 24 Hour Support Desk for approval prior to despatch. At the Subscriber's option the Company may arrange for an engineer to visit the installation site. In such cases the Subscriber shall pay the engineer's transportation, accommodation and living expenses, and pay the engineer's time at the then current rates.

6.7. Except as expressly provided in the Contract, no representation, warranty or condition, express or implied statutory or otherwise is given by the Company and all such representations warranties and conditions are excluded except to the extent that this exclusion is prohibited by law.

7. Warranty Disclaimer

7.1. Use of the Data Services is at the sole risk of the Subscriber and the Data Services are provided solely as an aid to safe navigation. The Company makes no assurance of successful transfer of data howsoever actioned. The Company shall not be responsible to the Subscriber or to any of its Affiliates for lost revenues, lost profits, lost data, or other special, incidental, direct, indirect or consequential damages or loss or damage or other expense directly or indirectly arising from the Subscriber's, or any other Parties' use of or inability to use the Data Service's or for commercial loss of any kind, nor shall any recovery against the Company whether in contract, tort or otherwise be greater than the amounts paid by the Subscriber hereunder.

7.2. The Company shall not accept any responsibility for damages that are caused by any Proprietary Items or Data Services except to the extent that they are caused by the negligence of the Company. The Company makes no warranty or representation, either express or implied including the implied warranties of merchantability and fitness for a particular purpose, with respect to these products or services. Furthermore, the Company does not warrant that the Data Services will meet the Subscriber's requirements or that their operation will be uninterrupted or error free. Data Services are provided "AS IS" and the Subscriber assumes the entire risk when using it.

7.3. The Subscriber shall hold harmless and defend the Company from and against any loss or damage resulting from any use of the Data Services by any third party not authorised by the Company.

8. The Company's Obligations

8.1. The Company shall use all reasonable endeavours to ensure the provision of a 24 Hour Support Desk for problem solving and advice to Subscribers when required.

8.2. The Company shall use all reasonable endeavours to ensure the provision of Data Services.

9. The Subscriber's Obligations

9.1. The Subscriber shall at its own expense be responsible for:

- (i) the cost of installing the Software and Proprietary Items;
- (ii) all ship work necessary to enable the proper installation of the Software and Proprietary Items;
- (iii) the provision and proper maintenance of suitable accommodation for the Proprietary Items;
- (iv) the provision and proper maintenance of cables, batteries, the electrical supply and other fittings associated with the Proprietary Items;
- (v) the cost to the Company of modifying the Proprietary Items to comply with any changes in national or international regulations governing the specification of the Proprietary Items;
- (vi) the provision of a suitable internet or email communication system, and where required (if not provided by the Company, personal computer and printer and any other ancillary equipment not provided under the Contract;
- (vii) provision of all personal computer and printer consumables such as disks, tracing paper and ink;
- (viii) the communication costs of accessing the ChartCo 24 Hour Support Desk and Data Services via the ChartCo Service.

9.2. The Subscriber shall pay to the Company or Agent any invoiced costs within 30 days of the presentation to the Subscriber of the invoice in respect of the installation and maintenance costs of the Software and Proprietary Items.

10. Prices and Fees

10.1. The prices and fees shown on the ChartCo Service Schedule are Ex Works the Company and exclude VAT (if applicable), the cost of any necessary export licences, insurance, packing and freight. Such costs shall be to the account of the Subscriber.

11. Delivery

11.1. Unless otherwise agreed by the Company delivery of Goods shall be Ex Works (Incoterms 2010), the terms of which are hereby incorporated in the Contract.

12. Title

12.1. Title to Goods sold to the Subscriber shall pass to the Subscriber upon full payment of the price of the Goods including VAT to the Company, except where hardware is supplied, at discounted prices, as part of a Bundle, in which case the specific terms applicable to that Bundle shall apply.

13. Loss or Damage in Transit

13.1. The Company shall not be liable for loss or damage to Goods unless:

- (i) the Company is notified thereof in writing, in the case of damage or shortage within 3 days of delivery, in the case of non-delivery within a reasonable time after the date upon which the Goods would have been delivered in the normal course of events; and
- (ii) in the case of damage to Goods, those Goods are returned by the Subscriber at the Subscriber's risk and cost for inspection to the Company within 7 days of delivery.

14. Contracts (Rights of Third Parties) Act 1999

14.1. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the Contract so as to confer a benefit on the Company's Agent as expressly provided for herein.

15. Intellectual Property Rights

15.1. Subject to clause 2.4 and to any third Parties' superior rights, Intellectual Property in the ChartCo Service and Software shall remain vested in the Company. All rights in Intellectual Property and confidential proprietary information in the Data Services, or any portion thereof, shall not be sub-licensed, copied, re-transmitted or transferred to anyone without the prior express written permission of the Company and, when appropriate, the third party owner of the rights or the confidential proprietary data.

16. Force Majeure

- 16.1. If the Company is prevented from fulfilling its obligations under the Contract by reason of any supervening event of Force Majeure, it shall promptly give notice of this to the Subscriber and shall do everything in its power to resume full performance.
- 16.2. Subject to 17.1 above, the Company shall not be deemed to be in breach of its obligations under the Contract.
- 16.3. If and when the period of such incapacity exceeds three months then the Contract shall automatically terminate unless the Parties agree otherwise in writing.

17. Assignment

17.1. The Contract shall be binding upon the Parties. The Subscriber may not assign the Contract or any rights or obligations under it without the prior written consent of the Company.

18. Notice

18.1. Neither these Terms and Conditions nor any other part of the Contract shall in any way be amended except by prior written notice by the Company.

18.2. The Company reserves the right to amend these Terms and Conditions or any other part of the contract from time to time upon written notice to the Subscriber of not less than three (3) months.

18.3. Notices shall be sent via email to the appropriate email address or in writing to the place of business of the appropriate party at the address set out at the beginning of the Contract (marked for the attention of the Managing Director, or such other person as the relevant party may notify the other in writing) or to such other address as may from time to time (by notice to the other party) be designated and notices shall be deemed (in the absence of any evidence to the contrary) to have been duly given:

- (i) five (5) business days after the date of posting if sent by pre-paid first-class mail;
- (ii) if delivered by hand: on the day of delivery provided that a receipt has been signed by or on behalf of the addressee; and if sent by facsimile transmission: at the time of transmission (provided that such transmission is during normal business hours and a hard copy is also sent by first class recorded delivery post).
- (iii) At the end of the next working day after a notification email was sent by the Company.

19. Entire Agreement

19.1. The Contract, together with its schedules and exhibits, if any, contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior written or oral agreements or representations of the Parties concerning the subject matter hereof.

19.2. Each party acknowledges that in entering into the Contract (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to the Contract or not) that is not set out in the Contract or the documents referred to in it. The only remedy available to any party in respect of any representation, warranty, collateral contract or

other assurance that is set out in the Contract (or any document referred to in it) is for breach of contract under the terms of the Contract. Nothing in the Contract shall, however, limit or exclude liability for fraud.

20. Waiver

- 20.1. No delay or omission by the Company to exercise any right or power under the Contract shall impair any such right or power or be construed as a waiver. No change or waiver of any provision of the Contract is valid unless by agreement in writing by the Company, save only that the Company may vary the Data Service specifications without the consent of a Subscriber. No waiver of any right under the Contract by the Company shall be taken to constitute a subsequent waiver of that right, or of any other right under the Contract.

21. Authorisation

- 21.1. The Contract must be signed by an authorised officer of the parties. No employee, agent, or representative of either party has authority to bind such party by any oral representation or warranty.

22. Invalidity

- 22.1. If any provision of the Contract is held to be invalid or unenforceable, such a provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed to be excluded from the Contract but without invalidating any of the remaining provisions of the Contract. The Parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the provision so excluded.

23. Governing Law and Jurisdiction

- 23.1. The formation, existence, construction and performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.