

MASTER SERVICE AGREEMENT



This universal Master Service Agreement (“MSA”) and any associated Service Order and/or Statement of Work (together, the “Agreement”) govern the provision of the Services by an Ocean Technologies Group company (“OTG”) and the use of the Services by the Customer. The terms of the Agreement shall apply to the exclusion of any Customer terms and conditions.

Any reference to a “day” or “days” refers to calendar days.

Any reference to “business days” refers to any day which is not a weekend or public or bank holiday in any part of the United Kingdom.

Unless the context otherwise requires, each reference in this Agreement to “writing,” and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means. A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time. A “Schedule” is a schedule to this Agreement and a “Clause” is a reference to a Clause of this Agreement. “we”, “us” or “our” is a reference to OTG and “you” or “you’re” a reference to the Customer.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement. Words imparting the singular number shall include the

1. DEFINITIONS

1.1. The following terms shall have the following definitions:

“Acceptance Date”: means the date when implementation is accepted, and system goes live.

“Affiliate”: Refers to the relationship of either Party, where an entity:

- (1) is directly or indirectly controlled by such Party; or
- (2) is directly or indirectly controls such Party; or
- (3) is directly or indirectly controlled by a company or corporation that also directly or indirectly controls such Party.

For the purposes of this definition, “control” means having the right to exercise or cause the exercise of the vote of more than 50% of all the voting shares of such company or corporation.”

“Annual Price”: Refers to the total price payable to OTG on an annual basis (including any Subscription Fees), net of any tax, as set out in the Service Order or as later agreed in writing between the Parties.

“Authorised User”: Refers to those end-users and any other individuals who are authorised by the Customer to use the Services in accordance with the terms of this Agreement.

“Confidential Information”: Refers to any proprietary and confidential information, technical data, trade secrets or know-how, including but not limited to research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a Party (in each case the “Disclosing Party”) to the other Party (in each case the “Receiving Party”) either directly or indirectly, whether in writing, orally, by drawings or inspection of parts or equipment or through other forms and whether marked confidential or not.

“Content”: Refers to any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information, and material, including the metadata relating to any such content, delivered by OTG to the Customer under this Agreement as part of the Services.

"Customer": Refers to the customer and any associated subsidiaries, Affiliates, employees, or other related entities, as listed in the Service Order and/or Statement of Work.

"Customer Data": Refers to any data and records input by the Customer or any Authorised Users of any Content which is owned by the Customer.

"Data Protection Laws": Refers to all applicable privacy and data protection laws including the General Data Protection Regulation (Regulation (EU) 2016/679) and the version of the GDPR applicable in the UK as defined in s3(10) of the Data Protection Act 2018 (GDPR) as applicable, any applicable national implementing laws, regulations and secondary legislation relating to the processing of personal data and the privacy of electronic communications (as amended, replaced, or updated from time to time).

"Deliverables": Refers to the tangible and quantifiable goods or services that will be provided to the Customer upon the completion of the whole or part of the Services as specified in the applicable SOW.

"Documentation": Refers to all documents, in any form, made available to the Customer by OTG in relation to the Services.

"Fault": any failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

"Fixed Term": Refers to the initial fixed term of this Agreement, as set out in the Service Order and/or Statement of Work. Where the Services are to include subscription-based services, the period stated as being the "Fixed Term" in the Service Order and/or Statement of Work shall be deemed to commence on the Subscription Start Date.

"Hardware": Refers to any hardware provided or made available by OTG to the Customer as part of the Services.

"Help Desk Support": any support provided by help desk technicians to identify and resolve technical issues relating to the Software.

"IP Rights": Refers to patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property or proprietary rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Licence": Refers to the any licence(s) granted by OTG to the Customer under this Agreement.

"Mandatory Policies": OTG's mandatory policies as notified to the Customer and as amended by notification to the Customer from time to time.

"Party" or "Parties": Refers to either OTG or the Customer, or both OTG and the Customer as applicable.

"Renewal Term": Refers to the term after completion of the Fixed Term, as set out in the Service Order and/or Statement of Work.

"Service Order": Refers to the document within which these terms and conditions are referenced that describes the scope of Services to be provided or made available by OTG to the Customer in accordance with the terms of this Agreement.

"Service Providers": Refers to any third-party provider of networks, Content, Documentation, or services authorised by OTG from time to time.

"Services": Refers to any and all services and deliverables provided or made available by OTG to the Customer under the Agreement including, but not limited to, any technology platform, Hardware, devices or Software and any Content and Documentation, irrespective of the media through which they are delivered (whether online, or in the form of videos, DVDs, CD Rom or otherwise), as further detailed in the Service Order and/or Statement of Work.

"Site(s)": Refers to the specific site, location, vessel, or any other place through which the Customer and any Authorised Users are granted access to use the Services, as set out in the Service Order.

"Software": Refers to OTG's propriety software application(s) as described in the Service Order and/or Statement of Work. It shall also include the source code, object code and related documentation. It is primarily delivered by internet download or as a service or other agreed upon means. The specific capabilities and functionality of the Software are detailed in the Specification.

"Statement of Account": Has the meaning given in clause 11.4.

"Statement of Work" "SOW": Refers to the detailed statement of work setting out the specification for the Services to be provided in relation to a particular project, engagement or assignment as executed by both Parties which shall incorporate the terms of these terms and conditions and the relevant Service Order.

"Service Levels": The service level responses and response times referred to Schedule 1.

"Subscription Fees": Refers to the total price payable to OTG in respect of Services provided by OTG that are based on subscriptions, as set out in the Service Order, or as varied in accordance with the terms of this Agreement.

"Subscription Start Date": Is the Service Order date or the date of the last signature on the service order is made, whichever is earlier.

"Support Period": the term of the Service Order/Statement of Work.

"Support and Maintenance Services": the services specified in Schedule 1.

"Support Request: request made by the Customer in accordance with Schedule 1 for support in relation to the Software, including correction of a Fault.

"OTG": Refers to the entity identified as the supplier in the relevant Service Order or Statement of Work, which is part of the Ocean Technologies Group of companies.

"User Acceptance Testing" or "UAT;" Testing to confirm the Deliverables conform to the product specifications.

"Term": Refers to the term of this Agreement.

"Unacceptable Use": Has the meaning given in clause 4.6.

"User Data": Refers to any data and records generated through the use by the Customer or any Authorised Users of the Services (excluding Customer Data).

"User Subscriptions": Refers to the user subscriptions purchased by the Customer under this Agreement which entitle Authorised Users to access and use the Services provided by OTG based on subscriptions, as are detailed further in the Statement of Work and/or the Service Order.

2. INTELLECTUAL PROPERTY RIGHTS.

2.1. OTG is the owner or licensee of all IP Rights in and to:

- 2.1.1 the Services, the Content, and the Documentation.
- 2.1.2 any and all business names and/or domain names associated therewith (whether registered or not); and
- 2.1.3 all indicia database rights in relation to or in connection with messages, files, data, software.

2.2. Provided the Customer is complying with its material obligations hereunder, OTG shall provide the Customer with Software and/or Services as stated and listed on the Service Order and/or Statement of Work. All rights in the Software and/or Services remain the property of OTG, and its third-party licensors (as applicable) and the Customer acquires no title or interest in the Software other than the right to use it as detailed in this MSA. Although Customer has rights to use the Software and/or Services as described, OTG has not passed ownership of any Intellectual Property Rights in the Software and/or Services to the customer. OTG and its third-party licensors (as applicable) continue to own all Intellectual Property Rights in the Software and/or Services. OTG and its third-party licensors (as applicable) also retain all rights and title and interest to all materials furnished by OTG, and all Intellectual Property Rights including trademarks, and trade names worldwide necessary to perform this Agreement.

2.3. Any Services provided, distributed and/or made available by OTG shall remain the sole and exclusive property of OTG or its third-party licensors.

2.4. The Customer shall not use, duplicate or share with any third party the Services (including, without limitation, the Content, or the Documentation) except as expressly permitted by this Agreement. The Customer shall ensure that it has the legal authority (whether based on an IP Right, contract, or other body of law) for the transmission and duplication of any programming, content, or materials that is transmitted over the Services, either by the Customer or by OTG on the Customer's behalf.

2.5. Subject to this clause and at any time during the Term:

- 2.5.1 subject to payment of all fees due to OTG under this Agreement, the Customer may request an export of any Customer Data; and
- 2.5.2 any Authorised User may request an export of any User Data,
- 2.5.3 in accordance with OTG's data export policy OTG shall provide such data in any format OTG may reasonably determine.

3. SERVICES SCOPE & LICENCE.

3.1. Unless otherwise detailed in any applicable Service Order and/or Statement of Work, the Services provided by OTG are based on User Subscriptions, including Hardware, Software, data, and service solutions, as detailed further in the Service Order and/or Statement of Work.

3.2. OTG shall provide the Services to the Customer for the duration of the Term in accordance with the terms of this Agreement.

3.3. Each executed Service Order and/or Statement of Work shall incorporate these terms by reference. In the event of any inconsistency between the documents which make up the Agreement, the following order of precedence shall apply:

3.3.1. specific terms and conditions identified under the heading 'Special Instructions,' set out in the executed Service Order and/or Statement of Work, which expressly or by implication vary the terms set out in this agreement.

3.3.2. the terms and conditions set out in this Agreement.

3.3.3. any other terms set out in the associated Service Order and/or Statement of Work; and

3.3.4. any schedules, exhibits or any other documents referenced in this agreement.

3.4. OTG grants to the Customer a revocable, non-transferable, non-sublicensable, non-exclusive, limited licence to use the Services in the manner intended by OTG and in accordance with the terms of this Agreement ("Licence"). The Licence shall terminate automatically upon termination or expiry of the Agreement, or the withdrawal of the Licence by OTG, whichever is earlier. Upon termination or expiry of the Licence, the Customer shall, at its own expense, promptly cease all use of Services in accordance with clause 11. On termination or expiry of this Agreement, all access to the Services will be removed, including any other online and offline Sites.

3.5. Any deliverables and goods provided by OTG pursuant to delivering the Services shall, at all times, remain the sole property of OTG and form part of the Services provided, including online and onsite installations, Software and Hardware. The CUSTOMER remains responsible for the safe keeping and maintenance for all deliverables and goods provided under the Agreement. Any deliverables and goods supplied are not to be tampered with or used or operated in any way other than as specified by OTG in the Agreement.

3.6. The number of User Subscriptions which permit a maximum number of Authorised Users to access and use the Services shall be as set out in the Service Order. The Annual Price shall be calculated with reference to the number of User Subscriptions allocated at the date any Service Order is entered into. If the Customer requires additional User Subscriptions, it may increase its maximum number of Authorised Users. The Customer hereby acknowledges and agrees that if it increases its maximum number of Authorised Users then the Annual Price and any other applicable payments shall be increased in line with the additional User Subscriptions required by the Customer, and this will be charged to the Customer's account.

3.7. The Customer must ensure that no User Subscriptions are used by more than one individual Authorised User and shall ensure that no unauthorised person shall have access to or use of the Services. The Customer may not re-assign any User Subscription from one Authorised User to another. The Customer must ensure that it has purchased and maintains throughout the Term, sufficient User Subscriptions for all its Authorised Users and shall be responsible for providing correct and accurate information to OTG in relation to its use and requirements of the Services.

3.8. The Customer acknowledges and agrees that all access codes and passwords to enable access to the Services are personal to the individual Authorised User to whom they have been originally issued. The Customer shall ensure that each Authorised User must maintain the confidentiality and security of each access code and password issued to them.

3.9. If OTG has assigned the Customer with administrative rights to enable it to generate access codes and passwords for the Authorised Users, the Customer shall be responsible for ensuring such access codes and passwords are not shared with anyone other than the individual Authorised User to whom they are issued. The Customer accepts that if it assigns administrative rights to its employees or agents and these employees or agents create User Subscriptions beyond the maximum number of Authorised Users then the Customer will be charged for the additional User Subscriptions.

3.10. The Customer shall have no right to and shall not create or attempt to create (or permit any third party to do the same), by reverse engineering, reverse assembly, reverse compiling or otherwise all or part of the source programs from any part of the Services.

3.11. The Customer must not introduce, and must not allow the introduction of, any virus, trojan horse, worm or other software or hardware.

3.12 OTG may suspend the Services for purposes of, maintenance, modifications, improvements, updates, or amendments or to install security devices, where necessary. Where possible, OTG shall notify the Customer prior to suspending the Services. Such notice may be provided in writing, by Service notification or on OTG's website.

4. SERVICE USAGE.

4.1. The Customer shall:

- 4.1.1. cooperate with OTG in all reasonable requests relating to the Services.
- 4.1.2. provide OTG, in a timely manner, all documents, information, items and materials in any form (whether owned by the Customer or third party) required by OTG in connection with the providing the Services;
- 4.1.3. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required, including in relation to the installation of any necessary equipment by OTG;
- 4.1.4. keep secure and confidential any identification, password and other security credentials used to access the Services, including those of all Authorised Users accessing the Services, and not share, disclose, provide access to, sell or sublicense any such identification, password, and other security credentials with or to any third party and/or unauthorised users.
- 4.1.5. notify OTG immediately of any known or suspected unauthorised use of or access to the Services or breach of security, including loss, theft or unauthorised disclosure of its password or other security credentials;
- 4.1.6. use the Services only in accordance with the Agreement and all applicable laws and regulations and shall not permit any illegal use or such use that may, in the sole opinion of OTG, bring into disrepute or diminish the value of the Services or the reputation of OTG;
- 4.1.7. where Hardware is provided as part of the Services, maintain, operate, and safely and securely store the Hardware. Any modification of the Hardware or configuration with any third-party software or hardware, is not permitted; and
- 4.1.8. appoint a person, designee, or an account manager who shall have the authority to act on behalf of the Customer in relation to this Agreement, including to exercise administrative rights in relation to the Authorised Users, request additional Services or amendments to the Services on behalf of the Customer.
- 4.1.9. Obtain and maintain all necessary licences required to access OTG software or hardware from the customers own equipment.

4.2 The Services provided by OTG to the Customer are for use by the Authorised Users only, and the Customer shall ensure that all Authorised Users comply with the terms of the Agreement, including not using the Services in any manner which may constitute Unacceptable Use. The Customer shall remain liable and responsible for all acts and omissions of any Authorised User with respect to the Services, including for any breach of the Agreement.

4.3. The Services may only be used at the Sites specifically identified in the Service Order. The Customer may request to add additional Sites to the Service Order, which the Customer will, subject to availability, will be provided at an additional cost to the Customer. Any Sites where the Services are used, including additional Sites, must be under the ownership and/or direct management control of the Customer.

4.4. The Services are provided via transmission channels, which are provided by Service Providers external to OTG. OTG accepts no responsibility or liability whatsoever for unavailability, internet connectivity, infrastructure issues/failures, delays or otherwise interruption to the Services not attributed to facilities or equipment owned, leased, purchased, or otherwise operated by OTG.

4.5. OTG makes no warranty, assurance, or representation as to the compatibility of Customer equipment, including hardware and software, with the Services or any results, correctness, accuracy or reliability or completeness of the Services. OTG further does not warrant that any information contained in the Services is up to date or may be relied upon. The Customer accepts all risk and liability for their reliance on, review, use and audit of the Services, Content, information, data, results, and assessments provided through the Services. Where the Customer or its Authorised Users upload material to OTG's systems or software as part of the Services, OTG does not review this material for accuracy.

4.6. During the Term, the Customer hereby undertakes and warrants that it shall not:

- 4.6.1. use the Services outside of the scope and licence set out in this Agreement.
- 4.6.2. post, link to or transmit in connection with the Services any material which is unlawful or deemed, in the sole opinion of OTG, to be inappropriate, defamatory, obscene, abusive, an invasive of privacy or otherwise offensive, or any material which infringes or may infringe the IP Rights or proprietary rights of a third party.
- 4.6.3. copy, publicly disclose or publish any of the Services provided by OTG.
- 4.6.4. grant any unauthorised third-party access to the Services or enable the integration of any third-party services, applications, or systems with the Services, without the prior written approval of OTG; or
- 4.6.5. directly or indirectly, develop, design, produce, market, or sell any services competitive with the Service including for a period of 12 months following the termination or expiry of this Agreement.
- 4.6.6. (Each an "Unacceptable Use").

4.7. To improve the operation of the Services and the Customer's overall experience with the Services, OTG may gather, store, aggregate, pseudonymise, anonymise, analyse or otherwise use data (including anonymised personal data, Customer Data and/or User Data) derived from the Customers and/or any Authorised User's use of any Services for statistical and analytical purposes; monitoring trends; detecting unauthorised use; creating and distributing reports regarding use of such Services; for product development purposes; and any other such purposes as may be communicated to the Customer and/or the Authorised User (as applicable) from time to time.

4.8. Customer must not perform penetration testing of any type including PCI-DSS testing without the written authority of OTG and regardless the Customer shall be liable for all damage to the software or data arising from such testing. Where OTG conducted any penetration testing which is relevant to the Services or Products used by the Customer, OTG shall provide copies of all reports which are the output of such testing (such reports to be subject to redaction to protect the confidential commercial information).

5. ADDITIONAL SERVICES.

5.1. OTG reserves the right to add or issue product specific terms and conditions covering product specific requirements and services. For the avoidance of doubt this will not affect the terms and conditions as set out in this Agreement that apply to the existing Content.

5.2. OTG reserves the right to modify, add or remove Content at any time during the term of the Agreement. In the event that such modification or removal results in a material decrease in the functionality of the Services, the Parties shall work in good faith to agree any changes to this Agreement, the scope of Services and/or the Annual Price as may be reasonable to reflect the removal or modification of such Content.

5.3. If the Services include any third-party components, the Customer accepts that these are provided subject to the third parties license terms and conditions.

6. DELIVERY, SHIPPING AND RETURNS OF HARDWARE.

6.1. Any Hardware provided as part of a Service shall, unless stated otherwise in the Service Order, remain the property of OTG.

6.2. For all physical deliveries of Hardware, division of risk and costs are pursuant to the FCA Incoterm (2020). For the avoidance of doubt, all costs resulting from or related to the delivery of the Hardware (during and after delivery) are payable by the Customer. If OTG manages the dispatch or any part thereof, the costs of and in connection with such dispatch incurred by OTG shall be chargeable to the Customer's account.

6.3. Unless stated otherwise in the Service Order, all Hardware shall be returned to OTG within thirty (30) days of expiry, termination, or part termination or single Site termination of the Agreement by the Customer, at the Customer's cost.

6.4. If the Customer fails to return any Hardware provided as part of the Services in accordance with clause 6.3, the Hardware shall be considered non-returned Hardware, and OTG shall include the cost of replacing the Hardware in the Statement of Account issued in accordance with clause 11.4.

7. CHANGE CONTROL.

7.1. Either Party may submit a written request to change the scope or nature of any Service Order, Statement of Work, or any term of this Agreement.

7.2. No change will come into effect until a formal document capturing the nature and scope of the change in full detail (including any anticipated impact on fees, timelines, or any other aspect of the provision of the Services) has been signed by both Parties.

8. REPLACEMENT OF HARDWARE.

8.1. At OTG's sole discretion, OTG will replace or repair any Hardware:

- 8.1.1. past the default life cycle.
- 8.1.2. affected by natural wear and tear; and
- 8.1.3. otherwise, where deemed necessary by OTG.

8.2. Replacement or repair of Hardware that has been found to have been tampered with or be defective due to improper use by the Customer will incur a repair charge up to the original value of the relevant Hardware. Defective Hardware must be returned to OTG at the service centre specified by OTG. Defective Hardware not returned, shall be considered as non-returned.

8.3. With respect to this clause 8, any charges related to delivery to and from OTG locations will be borne by the Customer.

8.4. OTG does not provide data recovery services on defective Hardware (irrespective of fault).

9. SUPPORT SERVICES.

9.1. Subject to the level of subscription package purchased as detailed in the Service Order, OTG shall use reasonable endeavours to provide support on all Services delivered by OTG to the Customer. OTG reserves the right to invoice the Customer for any additional support services that are not covered or included in the subscribed service level. The Support team will inform the Customer in writing of services that are considered as additional cost for the Customer for prior approval.

9.2. OTG will provide technical support to the Customer in relation to the Services as detailed in Schedule 1.

9.3. Support is provided by telephone, email, or any other distribution medium at OTG's discretion. Support comprises general advice on the routine use and operation of the Services; on the use of the Services when operating a business or compliance management system; and ways of maximising your benefit from the Services and on the implementation of the Service, if applicable; and providing Software error and incident resolution Services. Support shall also comprise advice on technical issues encountered during the installation, implementation, configuration, deployment, and administration of the Software. No on-site maintenance or consultancy support is provided unless separately agreed with OTG on terms and conditions specified by OTG. When a copy database or secondary versions of Services has been provided to the Customer this Software setup and/or Services are unsupported.

9.4. Support does not include support in relation to any defects or errors resulting from unauthorised modifications made by you nor any malfunctions due to incorrect use of the Services or as a result of any reason external to the Services and we do not guarantee that technical support related thereto will be sufficient to remedy any defects in the Services.

9.5. Where Customer makes use of our application programming interface ("API"), OTG will support the installation and configuration of the APIs and provide general advice on the capabilities of the APIs. OTG does not support the development process or provide support for and problems arising from the Customer or third-party developments/integrations unless otherwise stated in a separate agreement. OTG is not responsible or liable for any failure or delay in reworking the functionality of program, applications or interfaces created or developed by the Customer based on previous versions of our APIs and applications.

9.6. The provision of maintenance Services ("Support") is without prejudice to your statutory rights (if any).

9.7 OTG will only support the current version and the two previous versions of the Software.

10. TERM.

10.1. This Agreement shall commence on the Subscription Start Date and shall continue for the Fixed Term and shall automatically renew for a further Renewal Term at the end of the Fixed Term and every subsequent Renewal Term, unless terminated earlier in accordance with clause 11.

11. TERMINATION.

11.1. Customer may terminate this Agreement at the end of the Fixed Term or any Renewal Term, by giving no less than 90 days' written notice prior to the expiry of the relevant Fixed Term or Renewal Term.

11.2. Either Party may terminate this Agreement immediately by giving written notice if the other Party is in material breach of the Agreement and, if such breach is remediable, the breaching Party fails to remedy said breach within 30 days' written notice of the breach from the non-breaching Party.

11.3. Access to the Services will be deactivated on the termination date. Sites that carry hardware services will receive a deactivation file. Upon successful application of deactivation file, deactivated Services have a non-chargeable thirty (30) day return period, post termination date. Deactivated Services that have not been returned by the end of this return period, shall be considered non-returned and subject to replacement charge.

11.4. Upon termination, all outstanding charges, and surcharges in conjunction with the Services provided become payable by the Customer with immediate effect.

11.5. All provisions in the Agreement regarding payment, indemnification, warranty, liability, and limits thereon, confidentiality and/or protections of proprietary rights shall survive the termination of the Agreement.

11.6. To the extent that the Services provided by OTG are based on a per Site basis (as indicated in the Service Order and/or Statement of Work), the Customer may terminate the Agreement in respect of a specific Site in accordance with this agreement, without affecting services provided to any remaining sites. For the avoidance of doubt, no refund is payable for any prepaid fees.

11.6.1. Single Site Termination due to Loss of Control: In the event that a specific Site ceases to fall under the management of the Customer (other than as a result of the Customer's insolvency), subject to the Customer providing evidence of the Customer's loss of management or control of the relevant Site to the satisfaction of OTG, the Customer may elect, on 90 days' prior written notice to OTG, to terminate the Agreement in respect of such Site and receive a pro-rata refund for the proportion of the applicable Fixed Term or Renewal Term still remaining less reasonable administration costs.

11.7. OTG reserves the right at any time to suspend or terminate the provision of Services and the Agreement with immediate effect in the event of non-payment, Unacceptable Use, non-compliance with any of the provisions of clause 20 (Trade and Compliance), or, in OTG's opinion, any use of the Services by the Customer violates the terms of this Agreement.

11.8. OTG reserves the right to terminate the Agreement at any time if the Customer:

11.8.1. takes or has taken against it (other than in relation to a solvent restricting) any step or action towards either entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court) being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to any of the above; or

11.8.2. suspends or ceases, or threatens to suspend or cease, carrying on business (in whole or in part).

11.9. If the Services are suspended or this agreement is termination, Customer access to online, offline, and on-site Services will cease with immediate effect. Any Licence will immediately terminate, and the Customer must cease all use of any Content, Documentation, or IP Rights of OTG.

11.10. During the Term of the Agreement or upon its termination, OTG may request the return, destruction, or combination thereof, of all Confidential Information whether disclosed to the Customer by OTG or on its behalf, or otherwise is in Customer's possession or control, and any copies, reproductions, summaries, analyses or extracts thereof. The Customer must comply with such request, and if applicable, furnish proof of destruction, within fourteen (14) days after receipt of the request.

11.11. Termination of the Agreement under this clause shall be without prejudice to all the rights and obligations of Parties that have accrued prior to the date of termination, and any of the rights or remedies that Parties may have at law or in equity. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

12. BILLING.

12.1. Unless otherwise agreed in the Service Order and/or SOW the Customer shall pay OTG in accordance with the following payment schedule, where the Services provided are non-subscription, include professional services and are subject to User Acceptance Testing.

12.1.1. 33% of the total invoiceable amount / contract value on contract award.

- 12.1.2. 33% of the total invoiceable amount / contract value on completion of UAT testing
- 12.1.3. 34% of the total invoiceable amount / contract value on go live or within 30 days following contract award, whichever is sooner.

12.2 Where the Service Order includes only software licensing or annual subscription and not subject to User Acceptance Testing, 100% of the software licensing fee or subscription services on contract award.

12.3. The Customer shall pay OTG in accordance with the payment schedule detailed in the Service Order and/or SOW or as agreed between the Parties within thirty (30) days of Customer receiving a properly issued invoice from OTG. Standard payment currency is US dollars. All prices are exclusive of taxes, fees (including any export and import fees), VAT, customs duties, withholding tax and shipping costs.

12.4. All applicable taxes to be collected or paid by either party shall be detailed separately either on relevant invoice or receipt issues to the other party. In the event Customer pays any taxes and such taxes are determined to be inapplicable or subject to a reduction, exemption, or increase, OTG will, unless advised otherwise by Customer, remit as required by applicable law any repayment to Customer or cooperate with Customer to claim such repayment or reduction.

12.5. If an invoice or any part of an invoice is disputed, the Customer must nonetheless pay the undisputed part of the invoice or any other undisputed invoices in full on or prior to the date the payment is due under this Agreement. The Customer must notify OTG in writing of the dispute, together with the reason for the dispute, within thirty (30) days of the invoice date.

12.6. Subscription Fees as set out in the Service Order are based on the Customer maintaining minimum levels of users or vessels. The Annual Price shall be payable on the Subscription Start Date and at the start of every twelve (12) month period thereafter (each twelve (12) month period during the Term being a "Contract Year"). If there is any change to the Services within a Contract Year, the relevant fees may be billed pro-rata for the remainder of such Contract Year and then subsequently billed annually to coincide with all other fees at the start of the following Contract Year.

12.7. Past due payment of an invoice due under this Agreement will result in a charge of 2% interest per month and shall accrue daily from the due date until actual payment of the overdue amount by the Customer. The Customer shall pay the interest together with the overdue amount. OTG reserves the right to suspend access to Services to the Customer if any invoices are overdue.

12.8. Customer shall reimburse OTG only for any expenses pre-approved by Customer and incurred by any Service Provider in connection with performing the Services or as stated in the Service Order or SOW.

12.9. OTG may increase the Subscription Fees, at the end of the Fixed Term and every Renewal Term, by maximum of two (2) percent plus CPI during the preceding twelve (12) month period, provided such value shall be no less than zero (0) percent. For the purposes of this Clause, "CPI" shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time. The Customer may, in accordance with clause 7, agree to upgrade their Services in which case OTG may amend the Annual Price accordingly.

12.10. Any credit on fees which is owed to the Customer under the terms of this Agreement shall be paid by OTG by way of an issued credit note, which shall be redeemable against any outstanding invoices of fees owed by the Customer to OTG. The Customer shall apply any credit notes issues to it against the next available invoice issued by OTG.

12.11. OTG will maintain records, in accordance with accepted accounting principles, suitably detailed to substantiate OTG's charges under each invoice in respect of the Services performed under each

applicable SOW and/or Service Order as well as any pre-approved expenses for which OTG seeks reimbursement by Customer.

12.12. OTG shall maintain the records required under clause 12.10 above for three (3) years from the end of the contract year in which such charges were incurred. Customer will have access to such records for purposes of review, without cost, upon giving at least thirty (30) days prior notice to OTG. Such audits shall be limited to once per contract year. If because of any such review, any invoice submitted by OTG is found to be in error, such error shall be remedied promptly by:

12.12.1 Where the error identified shows a Customer underpayment, the Customer will make good this shortfall within 30 days of receipt of an invoice from OTG; or

12.12.2 Where the error identified shows a Customer overpayment, OTG will promptly issue a credit note to the Customer in accordance with clause 12.10.

13. PERSONNEL AND MATERIALS.

13.1. OTG Personnel performing services for Customer may be required, upon reasonable notice by Customer and at the Customer's cost (as identified in the SOW, Service Order or as otherwise approved by the Customer in advance), to travel to Customer's place of business as may be reasonably necessary, it being understood that OTG, as an independent contractor, shall have full and sole responsibility for the supervision, direction and control of its personnel on the method and manner of performing the Services.

13.2. All materials, including without limitation, equipment and Services development tools required for performing the Services shall be supplied as agreed in the Service Order and/or SOW.

13.3. Where a Service Order and/or Statement of Work (SOW) requires implementation or acceptance testing of any Service delivered, as part of the Services, prior to commencement of the Services, then:

13.3.1. OTG will notify the Customer in writing that the Services are ready for use in a production environment, Customer shall have thirty (30) days from receipt of the notice to test the Services to determine whether they comply in all material respects with the requirements of the SOW.

13.3.2. Upon completion of Customer's testing, Customer shall notify OTG of its acceptance ("Accept" or "Acceptance") or, if it has identified any noncompliance with the SOW, rejection ("Reject" or "Rejection") of the Services. If Customer Rejects the Services, Customer shall provide a written list of items that are defective. On receipt of Customer's notice, OTG will determine in its reasonable discretion whether the Customer's Rejection is valid. If the Rejection is determined to be valid then OTG shall promptly commence, at no additional cost or charge to Customer, all reasonable efforts to complete such necessary corrections, repairs, and modifications to the Services to bring them into full compliance with the SOW.

13.3.3. If OTG determines that the Services, as revised, do not comply in all material respects with the SOW, the foregoing procedure shall be repeated until the Services materially comply with the SOW, or OTG may elect to terminate the SOW upon providing written notice to Customer, in which event OTG shall have no liability, obligation, or penalty to Customer by reason of such termination or for any reason under or in connection with such terminated SOW.

13.3.4 If, exercising its rights under the aforementioned clause, OTG elects to terminate this SOW, OTG shall refund to Customer any prepaid fees for Services that have not been provided under this SOW (for the avoidance of doubt excluding any milestone payments).

14. WARRANTIES.

14.1. The Services are provided on an “as is” basis. OTG makes no representations or warranties of any kind, express, implied, or statutory, including, without limitation, any warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in relation to Services or the information and materials provided by OTG or OTG’s associated suppliers. The Customer acknowledges that the training aspects of the Services may contain errors and are not intended to replace the Customer’s own risk assessments and processes.

14.2. Subject to the above clause, OTG represents to the Customer that any Hardware that has been manufactured by OTG will perform substantially in accordance with the advertised specifications. OTG makes no representations in relation to, and accepts no liability for losses caused by, any Hardware manufactured by, or provided to, OTG by a third party, and such Hardware shall only have the benefit of any manufacturers’ or licensors’ warranties (if any) which OTG is able to pass through for the Customer’s benefit.

14.3. The warranties and conditions set out above are in lieu of all other warranties conditions and other terms, expressed or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

15. LIMITATIONS OF LIABILITY.

15.1. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for: death or personal injury caused by gross negligence; and fraud or fraudulent misrepresentation.

15.2. OTG shall, under no circumstances, be liable for any:

- 15.2.1. indirect, special, collateral, incidental or consequential losses.
- 15.2.2. loss of revenue, profit, or anticipated profit.
- 15.2.3. loss of business, goodwill, or reputation.
- 15.2.4. business interruption.
- 15.2.5. loss, corruption, or alteration of, or unauthorized access to, information, software, hardware, or data which are solely attributable to OTG’s actions; or
- 15.2.6. any other similar loss in each case whether direct or indirect and howsoever arising, suffered, or claimed by the Customer.

15.3. The aggregate liability of OTG in respect of any and all liability to the Customer, including but not limited to, liability arising from any indemnities given by OTG under this Agreement, contract, tort (including negligence), misrepresentation, statutory, restitution or otherwise howsoever arising under or in connection with the Agreement and/ or the Services shall not exceed the amount of the annual order value Price.

15.4. The limitation of liability set forth in this clause shall not apply to:

- 15.4.1. fees due under this agreement and/or
- 15.4.2. either party’s defence or indemnity obligations

16. INDEMNITY.

16.1. Each Party shall indemnify the other and hold the non-offending Party harmless against any direct liabilities, costs, expenses, damages and losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the non-offending Party arising out of or in connection with any claim made against the non-offending Party by a third party for death or personal injury.

16.2. Customer shall indemnify and defend OTG against any third-party claims, damages, losses and costs, including reasonable legal fees (i) resulting from the unauthorized use, that has been permitted

by the Customer, of OTG's Software or the Services or (ii) that any of Customers content provided and included on the hosting site infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, Intellectual Property Rights, trade secrets or licences.

16.3. OTG shall indemnify and defend the Customer against direct third-party claims, damages, losses, and costs, including reasonable attorneys' fees (i) resulting from OTG's gross negligence or wilful misconduct or (ii) that OTG's Software infringes the patent, trademark or copyright of third parties, provided that OTG shall not be obligated to indemnify the Customer to the extent the alleged infringement arose from the Customer's use of the Software not in accordance with this Agreement or applicable documentation, Customer's unauthorised modification of the Software, and/or Customer's unauthorised combination of the Software with other products and services not provided by OTG.

16.4. If any infringement as occurs, or, in OTG's opinion may occur, or if the Customer is prohibited by a court order from using the Software, then, subject to the Customer complying with Clause 16.3, OTG shall at its own expense and as soon as reasonably possible either (a) procure for the Customer the right to continue using the Software or any part thereof, (b) replace the Software with a functionally equivalent non-infringing product, or (c) modify the same so as to make it non-infringing while remaining functionally equivalent. If OTG is unable to perform any of the options described in (a), (b) or (c) above, the Customer shall return the alleged infringing item, and OTG's sole liability (in addition to any third-party claims under this Clause) shall be to refund the Customer the amount paid by the Customer for such infringing item. This Clause 16.3 shall constitute OTG's sole obligation and Customer's sole and exclusive remedy with respect to any infringement or claim of infringement.

16.5. On becoming aware of a potential claim under 16.3 the Customer shall:

- 16.5.1 notify OTG in writing of any allegation or infringement.
- 16.5.2 make no admission without OTG's consent; and
- 16.5.3 at OTG's request allow OTG to conduct and/or settle all negotiations in or prior to litigation and give OTG all reasonable assistance in respect thereof.

16.6. The terms of this Clause 16 shall survive termination of this Agreement.

17. FORCE MAJEURE.

17.1. No party shall be liable for any loss, damage, delay or failure to perform under the Agreement if prevented or hindered from performing any or all of their obligations under the Agreement due to fire, explosion, labour dispute, earthquake, hurricane, casualty or accident, vandalism, epidemic, pandemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from third party suppliers, Act of God, any inability to obtain any requisite licence, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated. If the period of delay or non-performance continues for 90 days, OTG shall be entitled to terminate this Agreement with immediate effect upon giving written notice to the Customer, save that if only particular sites or particular aspects of the Services are affected, such termination shall only be in respect of those sites/Services affected and the Agreement shall otherwise remain in force.

17.2. Where either party terminates the Agreement or certain Services pursuant to clause 17.1, OTG shall in no circumstances be required to refund any of the annual order value to the Customer.

18. CONFIDENTIALITY.

18.1. Each Party undertakes that it shall not at any time during and after the Term, disclose to any person any Confidential Information concerning the business, affairs, customers, Customers, suppliers, or IP Rights of the other Party, except as permitted by clause 18.2.

18.2. Each Party may disclose the other Party's Confidential Information:

18.2.1. to its employees, officers, representatives, contractors, permitted subcontractors or advisers who need to know such information for the purposes of exercising that Party's rights or conducting its obligations under or in connection with the Agreement; and

18.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

18.4. The restrictions above shall not apply to the Confidential Information which:

18.4.1 Is already in the possession of the Receiving Party without restriction on use or disclosure prior to receipt from such information from the Disclosing Party.

18.4.2 Is already publicly available through no breach of this Agreement.

18.4.3 Has been previously independently developed by the Receiving Party; or

18.4.4 Is received by the Receiving Party from a third party who, without breach of any obligations to any other party, may disclose such information to the Receiving Party.

18.4.5 If a Receiving Party is required to be disclosed under any applicable law or regulation or by the order or direction of a competent court, tribunal, government or regulatory authority, provided that prior to making such disclosure and if permitted under applicable law, the Receiving Party shall immediately notify the Disclosing Party of the required disclosure so that it can seek a protective order or other appropriate remedy. If no protective order or other remedy is obtained, or if the Disclosing Party waives the foregoing and disclosure is required, the Receiving Party will consult the Disclosing Party on the form and content of the information required to be disclosed, disclose only such Confidential Information as legally required, as determined by the Receiving Party's legal counsel, to satisfy the order or direction, and use reasonable efforts to obtain written assurances that the Confidential Information disclosed will be treated confidentially.

18.4.6 The Receiving Party agrees that the Disclosing Party may be irreparably injured by a breach of this Agreement and that the Disclosing Party would be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy that the Disclosing Party shall be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this section but shall be in addition to all other remedies available at law or in equity.

19. DATA PROTECTION.

19.1. For the purposes of this Clause:

19.1.1. "Data Privacy Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000, Investigatory Powers Act 2016, and any applicable laws in force from time to time in any relevant jurisdiction which implements the General Data Protection Regulation ((EU) 2016/679) ("GDPR") on the protection of individuals with regards to the processing of personal data, and in the UK, the term "GDPR" in this Agreement shall also mean any UK version of GDPR that applies on or after Brexit, and all and any regulations made under those acts or regulations all applicable formal guidance, rules, requirements, directions, guidelines, recommendations,

advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s) from time to time and the equivalent in any other relevant jurisdictions (including any relevant jurisdiction where the Services (or part thereof) are performed), all as amended or replaced from time to time;

- 19.1.2. "(Data) Controller", "Data Subject", "Personal Data", "Processing" and "(Data) Processor" have the respective meanings given under the General Data Protection Regulation ((EU) 2016/679) or other applicable UK Data Privacy Laws from time to time; and
 - 19.1.3. "Customer Personal Data" means any Personal Data processed by Company on behalf of Customer under or pursuant to this Agreement. For the avoidance of doubt, the Customer shall not upload to the Software or provide to the Company any HIPAA, ITAR, or children's data unless this has been agreed in writing and a Data Processing Agreement ("DPA") has been executed by the Parties.
- 19.2. The computer hardware required to provide the Hosted Services to the Customer are managed by Company, the geographical location of which will be detailed on the Service Order
- 19.3. Both Parties shall comply with their respective obligations under the applicable Data Privacy Laws in relation to the Processing of Customer Personal Data while carrying out their respective obligations under this Agreement.
- 19.4. Company acknowledges and accepts that it is Customer's Processor. Company shall only Process Customer Personal Data on documented instructions from the Customer. The Customer hereby instructs the Company to process the Customer Personal Data:
- 19.4.1. for the purpose of performing its obligations under this Agreement.
 - 19.4.2. for such other purposes, as may be instructed by or agreed with Customer or as otherwise notified by the Customer in writing from time to time; and
 - 19.4.3. in accordance with the Data Privacy Laws.
- 19.5. The Company shall:
- 19.5.1. maintain up to date records of its Processing activities performed on behalf of Customer which shall include the categories of Processing activities performed, information on any cross-border data transfers and a general description of security measures implemented in respect of processed Customer Personal data.
 - 19.5.2. not appoint any sub-processor (including for the avoidance of doubt any Group Company of Company as a sub-processor) without the prior written consent of Customer, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which meets the requirements of Data Protection Laws and which imposes on the sub-processor the same obligations in respect of Processing of Customer Personal Data as are imposed on the Company under this Agreement, and in particular provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirement of GDPR. The Company shall remain fully liable to Customer for any acts or omissions of the sub-processor.
 - 19.5.3. not transfer any Customer Personal Data to a country or territory outside the European Economic Area or any other jurisdiction or geographic location which has been specified on the SoW or otherwise agreed to in writing except with the prior written consent of the

Customer, and such consent may be subject to and given on such terms as Customer may in its absolute discretion prescribe. For the avoidance of doubt, if any Customer Personal Data is transferred to any jurisdiction or geographic location which does not have adequate protection, the Parties shall execute the relevant standard contractual clauses ("SCC").

- 19.5.4. immediately where at all possible or otherwise without undue delay and in any event within seventy-two (72) hours notify the Customer if it should become aware of, any Personal Data Breach or other unauthorised or unlawful Processing of Personal Data or any breach of the Data Privacy Laws.
- 19.5.5. assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, considering the nature of Processing and the information available to the Processor.
- 19.5.6. implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful access and against accidental loss, destruction, damage, alteration, or disclosure.
- 19.5.7. not otherwise modify, amend, remove, or alter the contents of any Customer Data or disclose or permit the disclosure of any of Customer Personal Data to any third-party without the prior written authorisation of the Customer.
- 19.5.8. treat all Customer Personal Data as Confidential Information of the relevant member of the Customer or its Affiliates for the purposes of this Agreement and shall ensure that persons authorised to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 19.5.9. keep the Customer Data separate from any data it Processes on behalf of any other third-party, including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures).
- 19.5.10. return or delete, at the Customer's sole discretion, all Customer Data upon the termination of the Processing activities under this Agreement and delete existing copies unless European law requires storage of the Customer Personal Data and promptly provide the Customer with a confirmation in writing that it has done so. In the event of conflict between this Clause and Clause 7.10.2, this Clause shall prevail.
- 19.5.11. procure that all personnel who need to have access to Customer Data shall have undergone reasonable, appropriate, and adequate levels of training in Data Privacy Laws.
- 19.5.12. without prejudice to any other rights that the Customer may have under this Agreement, upon request Company shall make available to the Customer information relating to its obligations and compliance thereof with the Data Privacy Laws. The Customer may request at its cost an on-site audit at the Company's premises relating to the Company's data protection obligations including the technical and organisational measures that are in place to protect the Customer's Data. The Customer shall reimburse the Company for any time expended by the Company for any such audit. Before the commencement of any on-site audit, the Parties shall mutually agree on the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer shall be responsible.
- 19.5.13. without prejudice to its obligations in Clause, immediately (and in any event no later than seventy-two (72) hours after becoming aware of such event) notify the Customer when it becomes aware of a material breach of Company's obligations under this Clause.

- 19.5.14. not do or omit to do anything which causes the Customer or its Affiliates to breach any Data Privacy Laws or contravene the terms of any registration, notification, or authorisation under any Data Privacy Laws.
 - 19.5.15. provide the Customer with reasonable assistance in complying with any requests by Data Subjects exercising their rights under the Data Privacy Laws (each a "Data Subject Request") or communicating with the Information Commissioner's Office ("ICO") in relation to the Processing of Personal Data ("ICO Correspondence").
 - 19.5.16. promptly, and in any event within seventy-two (72) hours of receipt of any request or correspondence, inform the Customer about the receipt of any Data Subject Requests or ICO Correspondence; and
 - 19.5.17. not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence or respond in any way to such a request without first consulting with the Customer.
- 19.6. Nothing in this Agreement shall be construed as preventing a Party from taking such steps as are necessary to comply with its own obligations under the applicable Data Privacy Laws and this Clause.
- 19.7. For the avoidance of doubt, OTG only processes Customer data if the Customer has purchased Hosting or SaaS. If the Customer's Software is On-Premises, then OTG will not have access to Customer's data without the Customer's consent.
- 19.8. OTG does not claim ownership of the Customer Data or personally identifiable data provided during the operation of the Service. OTG may however use anonymous usage statistics and performance metrics to improve and administer the Service for OTG's internal use and other lawful purposes. Nothing herein shall be interpreted as prohibiting OTG from utilising the aggregated statistics for the purposes of operating OTG's business, provided that OTG's use of aggregated statistical data shall be at all times based on anonymised data and will not reveal the identity, whether directly or indirectly, of Customer, any individual or any specific data entered by Customer or any individual into the Service.
- 19.9. OTG will retain data in accordance with its data retention policy OTG-DP-POL-206 as published on the OTG website.

20. TRADE AND COMPLIANCE.

20.1. Each Party warrants, represents and undertakes to the other that:

20.1.1. Neither they nor any person or entity or body on whose behalf or under whose direction they act or assist, or who directly or indirectly owns or controls them; nor any person or entity or body who they may nominate to facilitate any aspect of this transaction, are or will be a person or entity designated pursuant to any national, international, or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a Sanctioned Entity);

20.1.2. Entry into and performance of this Agreement is not and will not be prohibited or restricted by, and will not expose the other Party, its managed vessel(s) or its employees to sanctions, prohibitions, or restrictions under any national, international or supranational law or regulation imposing trade or economic sanctions, prohibitions or restrictions (a Sanctioned Transaction); and

20.1.3. They shall notify the other Party immediately if it, or any person, entity or body on whose

behalf or under whose direction it acts, or who it assists, or who owns or controls them, becomes a Sanctioned Entity or if the purchase of goods or services under this Agreement becomes a Sanctioned Transaction, and will provide on demand any information the other Party may request.

20.2. In the event of any actual breach of the provisions of this clause, the Party not in breach may terminate or temporarily suspend this Agreement immediately by written notice to the Party in breach and shall have no further liability to the Party in breach.

20.3. The Party in breach of the provisions of this clause shall indemnify the other Party, its manager, and employees on demand against any and all any and all claims, losses, liabilities, damage, costs and fines whatsoever and howsoever arising directly or indirectly as a result of any breach of warranty or undertaking or any misrepresentation by the Party in breach under this clause, whether or not the other Party terminates this Agreement.

21. MANDATORY POLICIES.

21.1. The Customer shall comply with the Mandatory Policies. Any breach by Customer of any of the Mandatory Policies shall constitute a material breach for the purposes of clause 11.2.

22. BRIBERY AND ANTI-CORRUPTION.

22.1. OTG warrants that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors, or sub-contractors has at any time prior to entering into this Agreement, committed any offence under the Bribery Act 2010 (the "Bribery Legislation").

22.2. OTG agrees that, at any time after the entry into of this Agreement it shall not and it shall procure that its directors, employees, agents, representatives, contractors, or sub-contractors shall not:

22.2.1 commit any offence under any Bribery Legislation; or

22.2.2 cause the directors, employees, agents, representatives, contractors, or sub-contractors of any OTG Affiliate to commit any offence under any Bribery Legislation.

22.3. OTG has in place adequate procedures designed to prevent any person working for or engaged by OTG or any other third-party in any way connected to this Agreement, from committing offences of corruption or bribery.

22.4. If at any time OTG (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Clause 22, OTG shall indemnify and keep indemnified the Customer against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties that Customer may suffer as a result of such breach.

23. PERFORMANCE.

23.1. The Parties agree that the times and dates referred to in any Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

23.2. OTG shall use its reasonable endeavours to comply with any day or dates for despatch or delivery of Products and for the supply of Services as stated in the Agreement. Unless the Agreement contains express Clauses to the contrary, such dates shall constitute only statements of expectation and shall not be binding.

23.3. If performance of the Agreement is suspended at the request of or delayed through default of the Customer including, but without prejudice to the generality of the foregoing, incomplete or

incorrect instructions, or refusal to accept delivery of the Products or Services for a period of thirty (30) days, OTG shall be entitled to payment at the applicable rates defined on the SoW or Service Order for the Services already performed, Products/Services supplied or ordered and any other reasonable additional costs thereby incurred and the Customer shall pay such sums within thirty (30) days of receipt of a valid invoice.

24. MISCELLANEOUS.

24.1. If a provision of the Agreement is determined by any court or other competent authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement.

24.2. The Customer may not assign, transfer, mortgage, charge, sub-contract, or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of OTG, save that the customer may assign any or all of its obligations to another entity within its group of companies, or as part of an asset sale to another entity provided that entity is a current customer of OTG.

24.3. The Customer agrees not to solicit, in any capacity whatsoever, any of OTG's employees during the Term and for a period of one (1) year from the termination or expiry of this Agreement, without the express written consent of OTG.

24.4. OTG may assign and sub-contract the Agreement or any of its rights and obligations hereunder at any time without notice or consent of the Customer.

24.5. Nothing contained in the Agreement will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a Party hereto, and any person who is not a Party hereto shall not be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third party beneficiary to this Agreement and may enforce the provisions of the Agreement. Neither the Agreement, nor the receipt of the Services by the Customer creates a contractual relationship between the Customer and the Service Providers, and the Customer is not a third-party beneficiary of any agreement between OTG and its Service Providers.

24.6. Unless otherwise specified in this Agreement, all notices, or other communications under or in connection with the Agreement shall be given in writing (including email) to the addressees set out in the Service Order.

24.7. The Agreement represents the entire agreement between OTG and the Customer and shall supersede all prior statements, representations, understanding, discussions, and agreements, whether oral or written. The Customer acknowledges that they have relied on no oral or written representations, statement or undertaking of any kind made by or on behalf of OTG.

24.8. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, shall not be construed as a waiver of such provision, right or remedy, and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's further exercise of that provision or right or remedy. No exercise or enforcement by either Party of any right or remedy under this Agreement shall preclude or restrict the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce. Without limiting the foregoing, no waiver by any Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Agreement.

24.9. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

24.10. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute the same Agreement.

24.11. Each Party hereby represents and warrants that it has full right and authority to enter into and perform all applicable provisions of this Agreement and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all applicable provisions of this Agreement.

24.12. OTG reserves the right to update these general T&Cs from time to time. Renewal of the Fixed Term or any Renewal Term or payment of the Annual Price shall be deemed as a confirmation of acceptance of any updated T&Cs notified to the Customer prior to such renewal or payment.

25. GOVERNING LAW & JURISDICTION.

25.1. The governing law of the Agreement and any dispute arising out of or in connection with it (including non-contractual disputes) shall be the law of England and Wales.

25.2. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination (including non-contractual disputes), shall be referred to and finally resolved by arbitration pursuant to the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall appoint its own arbitrator. The seat of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

SCHEDULE 1 - SUPPORT SLA

1. SUPPORT SERVICES

1.1 During the Subscription Period OTG shall perform the Support Services during the Support Hours on European time in accordance with the Service Levels below. As part of the Subscription Services, OTG shall:

- 1.1.1 provide technical Help Desk Support by means of a dedicated e-mail address.
- 1.1.2 use Commercially Reasonable Efforts to correct all Faults notified; and
- 1.1.3 provide technical support for the Supplied Software in accordance with the Service levels.

2. UPGRADES AND PATCHES

2.1 OTG shall make available at no cost to the Customer, all patches, bug fixes, updates, maintenance, and service packs (collectively referred to as "Patches") necessary for the proper function and security of the Subscription Services, as and when such Patches are released by OTG. If required, OTG shall coordinate with the Customer the scheduling of application of the Patches.

3. SUBMITTING TECHNICAL SUPPORT AND MAINTENANCE REQUESTS AND ACCESS

3.1. The Customer may request Support and Maintenance Services by way of a Support Request.

3.2. Each Support Request shall include a description of the problem and the start time of the incident.

3.3. The Customer shall provide OTG with such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to OTG in writing) remote access to the Customer System, as are reasonably necessary to assist OTG to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

3.4. All Support and Maintenance Services shall be provided from OTG's office unless otherwise requested by the Customer.

3.5. The Customer acknowledges that, to accurately assess and resolve Support and Maintenance Requests, it may be necessary to permit OTG direct access at the Customer Site, the Customer System and the Customer's files, equipment, and personnel. The Customer shall provide such access promptly, provided that OTG complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to OTG.

4. SUPPORT SERVICE LEVELS

4.1 The first level investigation notes should be supplied by super user/operational leads in the support tickets. Second and third level support investigation will be conducted by OTG in consultation with Customer.

4.2 OTG shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and endeavour to respond to all Support Requests in accordance with the target response times specified in the table set out below where possible:

	Description ^o	Target response times
Critical P1	<ul style="list-style-type: none"> • An error, or failure of, the Product / Service that affects ALL OTG customers: <ul style="list-style-type: none"> o Materially impacts the operations of ALL Customer's business or marketability of its product or services 	Within 1 hour
Major P2	<ul style="list-style-type: none"> • A major component failure affecting at least one Registered User and with the potential to impact a significant number of other Registered Users • Failure of system primary feature(s) / function(s) • Usability issues that impact primary feature(s) / function(s) • Inaccurate or missing event data recorded in audit trail logs 	Within 2 hours
Moderate P3	<ul style="list-style-type: none"> • A problem causing inconvenience to a Registered User but is not immediately critical or severe. • Failure of a secondary (supporting) or infrequently used function or behaviour that would lead a user to believe that failure had occurred. • A secondary or infrequently used function to produce incorrect results. • Error messages 	Within 8 hours
Minor P4	<ul style="list-style-type: none"> • An isolated or minor error in the Product / Service that: <ul style="list-style-type: none"> o is not urgent or where a work-around is available. o the Customer agrees is low in priority. o does not significantly affect the Product / Service functionality; or o May disable only specific non-essential function with minimal disruption 	Within 3-5 days

4.3 All hours above are business hours.

4.4 OTG reserves the right to re-categorise and assign incidents raised by Customer.

5. SUBSCRIPTION SERVICE AVAILABILITY SERVICE LEVELS

5.1 OTG shall ensure predictable performance and availability of all the functions and services of the System by actively monitoring the utilization levels of the System, including but not limited to network, server, services, and resources.

5.2 If the System is not performing at an optimum / consistent level, OTG may notify the Customer and advise them of recommendations that should and/or must be made to ensure consistent and reliable performance, including recommendations to invest in additional equipment. ^

6. OPERATING HOURS

Office hours, 9 am to 5 pm from Monday to Friday excluding Saturday, Sunday & other public holidays in the jurisdiction from which they are delivered.