



# Master Statement of Work (MSOW) for Learn



## 1.0 Introduction

This Master Statement of Work (MSOW) is issued pursuant to and subject to the terms of the Master Service Agreement (MSA) which forms part of the contract between the legal entity within the Ocean Technologies Group of companies named in the Service Order into which the terms of the MSA and this MSOW are incorporated (OTG) and the Client (Contract). It outlines the overarching framework for the provision of professional Services relating to the implementation of the Ocean Learning Platform (OLP) or related solutions.

## 2.0 Purpose and Scope

This MSOW forms part of the Contract and applies to each Service Order or addendum executed between the Parties. It defines the general responsibilities, delivery principles, and standard methodologies governing the delivery of services described in those Service Orders or addenda, including but not limited to Learning Management System (LMS) configuration, integration, data migration, Client Training, and onboarding Support.

## 3.0 Purpose and Scope

The Services and Deliverables provided under this MSOW are described in detail in Appendix A. Appendix A outlines the products, delivery approach, methodology, and specific assumptions and responsibilities relevant to the Client. Each Service Order or addendum shall reference and adopt the relevant components of Appendix A.

Note: The activities listed in Appendix A represent the full potential scope of Services available. Only those items expressly included in a mutually executed Service Order or addendum will be delivered to the Client. For the avoidance of doubt, the inclusion of activities within Appendix A does not confer entitlement to any services not specifically agreed upon in the Service Order.

## 4.0 Delivery Framework

Services will be delivered using a phased implementation model, with close collaboration between OTG and the Client. Each project will follow the standard practices outlined in this MSOW, unless otherwise specified in the applicable Service Order or addendum

### 4.1 Method of Delivery

OTG shall deliver Services using an incremental delivery model, where the Client tests functionality as it becomes available. The Client shall test and provide feedback within five (5) working days of each release. This allows OTG to triage and resolve any issues in line with the Acceptance Procedure.

### 4.2 Acceptance Procedure

The Client will review Deliverables within five (5) business days of their delivery to the

Client. Any discrepancies must be reported to OTG during this period. OTG will respond within five (5) business days to address concerns and provide a resolution plan. If no feedback is received

### 4.3 Timeline

Project-specific timelines will be outlined in the applicable Service Order or addendum. It is expected that the standard platform—prior to full configuration to meet the Client’s specific needs—will be made available to the Client within thirty (30) calendar days from the project start date. While this timeframe may vary, with timely cooperation from the Client and any required third parties, a fully configured system is typically achievable within ninety (90) calendar days. This timeline is highly dependent on the availability and responsiveness of the Client and any third parties involved.

### 4.4 Support and Ongoing Assistance

Once the project is formally closed, Clients should direct all ongoing Support and Maintenance Services requests through OTG’s standard Support and Maintenance Services channels. The OLP application consultant involved during the implementation phase will no longer be the point of contact. For any post-implementation assistance, please contact our Support and Maintenance Services team at [Support@oceantg.com](mailto:Support@oceantg.com).

## 5.0 The Client Responsibilities (General)

To support the successful implementation and adoption of the LMS, the Client shall, in addition to its responsibilities set out in Annex A:

- Provide timely and accurate input, data, and approvals throughout the project
- Attend and actively participate in all scheduled project meetings and training sessions
- Ensure access to all the necessary infrastructure, systems, know-how, resources and personnel to support implementation
- Review and approve Deliverables within the agreed timeframes
- Take ownership of internal adoption efforts by proactively:
  - Distributing internal communications and adoption materials to all relevant stakeholders
  - Engaging and aligning all key stakeholders across departments
  - Promoting the LMS as a strategic initiative within its organisation
  - Encouraging active participation and usage among staff
  - Spearheading change management activities, including communicating the purpose, features and benefits of the LMS, promptly addressing user concerns, and reinforcing new learning behaviours
  - Identifying and addressing internal challenges to adoption, including but not limited to lack of awareness, competing priorities, or process misalignment
  - Providing all ongoing support and reinforcement necessary to ensure sustained engagement
- Ensure timely and complete synchronization of data from offline installations where automatic exchange is not enabled, including learner progress and system updates. Notwithstanding any monthly reminders that OTG issues, the Client remains responsible for submitting all required data promptly and accurately

- Maintain local system readiness by ensuring all offline environments meet the minimum technical requirements for installation, operation, and data synchronization
- Provide feedback and report issues promptly and with such detail as OTG shall require through defined channels to support continuous improvement
- Ensure all offline installations remain up to date. Upon receiving updates, whether via USB, download link, or other methods that may be introduced, they are responsible for distributing them to all vessels and ensuring they are installed promptly. Ensure compliance with training policies by monitoring completion rates, certification requirements, and adherence to organizational or regulatory standards and taking appropriate remedial action where reasonably necessary

## 5.1 Location of Services

Ocean All Services will be delivered remotely. The Client will provide OTG with all required access, tools, and infrastructure necessary for successful remote delivery, free of charge.

## 6.0 Location of Services

Any modifications to the scope, pricing, or delivery timeline must be documented through a mutually agreed and executed Change Control Form, signed by authorized representatives of both Parties. No work will proceed on the modified scope without written approval from both parties. Such changes may be subject to additional charges, which will be clearly outlined and agreed upon in the Change Control Form.

## 7.0 Governance

Project escalations and issue resolution will follow a structured hierarchy as outlined in this MSOW. Both parties commit to a timely escalation of any concerns that may affect delivery.

### 7.1 Escalation Process

Escalation procedures shall follow a defined hierarchy:

Level 1: OLP Application Consultant ↔ Project Manager

Level 2: Senior Manager Consulting ↔ Project Team Lead

Level 3: Professional Services Director ↔ Project Sponsor / the Client Senior Executive

In cases where escalation hinders Project continuation, delivery may be paused at OTG's discretion until resolution is achieved.

## 8.0 Amendments

OTG reserves the right to update or amend this MSOW from time to time at its sole discretion. It is the Client's responsibility to review the most current version of the MSOW, which will be made available upon request or through standard communication channels.

## 9.0 Reference to Service Orders and Addenda

Each Service Order or addendum will:

- Reference this MSOW and the governing MSA
- Define specific Deliverables, pricing, and timelines relevant to the associated project
- Be mutually executed by both Parties prior to project commencement
- Adopt applicable components from Appendix A, as relevant to the scope of Services
- Be governed by the terms and methodologies outlined in this MSOW, unless otherwise specified

### 9.1 Single Point of Contact

To facilitate effective communication and Project success, the Client shall nominate a dedicated point of contact empowered to make decisions and shall provide the name, email address and phone number of such point of contact promptly upon execution of the Service Order.

## 10.0 Termination

In the event of termination of any project governed by this MSOW, the Client shall remain responsible for all Services rendered up to the effective date of termination, as outlined in the applicable Service Order or Change Control Form. This includes payment of any fees and fulfilment of other obligations defined in the Contract.

## 11.0 Confidentiality

All information exchanged under this MSOW is subject to the confidentiality obligations outlined in Section 11 of the MSA.

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	Project Activity	Deliverable/Output	Assumptions and client responsibilities
Project Preparation	Activity: Pre-Project internal OTG sales-to-delivery handover and preliminary project tasks.	Output: Sales to Professional Services handover, ensuring the Service Order captures all agreed terms with the Client.	Client Responsibility: The Client is responsible for appointing a project representative in accordance with paragraph 9.1 of this MSOW.
Project Initiation	Activity: Project Kick Off meeting with Client.	Deliverable: 1 Hour Remote Meeting or e-mail exchange.	Client Responsibility: The Client is responsible for participation, sharing key information, setting expectations, defining roles, and providing necessary access/resources.
System Requirements, USB Shipment and OLP Download Link	<p>Activity: Client is provided with System Requirements.</p> <p>Activity: Client is sent OLP USBs for offline OLP installation. (Download link option is available. See below)</p> <p>Activity: Client is provided with OLP download link which can be used in place of the USB.</p>	<p>Deliverable: System Requirements Document.</p> <p>Deliverable: 1 x USB for each subscribed offline installation.</p> <p>Deliverable: 160GB+ file containing OLP content and software. The Client will also receive all associated guides, manuals, and vessel registration details.</p>	<p>Client Responsibility: The Client is responsible for procuring, installing, and provisioning all hardware and any third-party software needed for project delivery.</p> <p>Client Responsibility: The Client is responsible for the timely downstream distribution of USBs to each subscribed installation within their organization.</p> <p>Client Responsibility: The Client is responsible for providing a stable internet connection for downloading and uploading the provided file. The Client is also responsible for ensuring that their hardware can handle the software size.</p>
Activation Monitoring and Progress Reporting	Activity: OTG will actively track and oversee OLP activation progress across installations during the project phase.	Deliverable: Regular updates detailing activation progress throughout the project.	Client Responsibility: The Client is responsible for installation, activation, and any internal communication required for a smooth deployment within their organization. Additionally, the Client must manage and communicate the login process for crew access to OLP.
Client Readiness	Activity: Client provided with OLP Quick Guides.	Deliverable: Quick Guides for Administrators and Trainees.	Client Responsibility: The Client is responsible for distributing Quick Guides to all relevant stakeholders within their organization and managing internal change control to ensure all teams are informed of upcoming system changes.
OLP License Activated and Online Access Provided to OLP Database with Initial Default Configuration	<p>Activity: OTG Application Analyst creates and configures default OLP database.</p> <p>Activity: Client provided with Online Administrator login details.</p>	<p>Deliverable: Preconfigured database with a broad selection of content and subscribed software in its default state. Deliverable: Login details and a link to the default-configured online version of OLP.</p>	<p>Client Responsibility: The Client is responsible for thoroughly exploring the platform interface and content.</p> <p>Client Responsibility: The Client is responsible for securely storing and managing their Online Administrator login details.</p>
Content Selection and Training Matrix (Limited to a Maximum of 35 Ranks and One Training Matrix per Installation Type)	<p>Activity: Client provided with content selector tool.</p> <p>Activity: Client to revert with final content selection within 60 days.</p> <p>Activity: Client provided with suggested training</p>	<p>Deliverable: Content selector tool.</p> <p>Deliverable: Content selector tool returned with final content selection.</p> <p>Deliverable: OTG provided suggested</p>	<p>Client Responsibility: The Client must review and finalize their content selection within the agreed 60-day timeframe and submit the completed content selector tool to OTG. Failure to meet this deadline may lead to project rescheduling or additional costs.</p> <p>Client Responsibility: The Client is responsible for reviewing the proposed training matrix and finalizing their requirements based on ranks and frequency. While OTG provides suggestions, the</p>

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	<p>matrix based on their final content selection.</p> <p>Activity: Client to revert with amended training matrix based on their specific needs.</p>	<p>training matrix for the Client's review.</p> <p>Deliverable: Training matrix that has been configured to Client-specific needs.</p>	<p>final decision and approval rest solely with the Client. The suggested training matrix is not applied to the Client database; only the final version, once signed off by the Client, will be uploaded.</p> <p>Assumption: The Client understands that this is their opportunity to adjust the training matrix to ensure it fully meets their requirements. One amendment may be requested free of charge (FOC) if submitted within 60 days of OTG's request. Should any additional changes or amendments be needed after this period, OTG's assistance may incur additional costs and could impact project timelines.</p>
Client- Specific Content			<p>Assumption / Client Responsibility: The Client is responsible for providing content in SCORM 1.2 format and ensuring it meets OTG's compatibility requirements. This includes a flat file structure, no executable files, and correct assessment configuration. The Client must also provide all required metadata (e.g., course name, description, duration, classification, and assessment details) and confirm whether SCORMs are standalone or part of a multi-chapter module. OTG will test the content and provide feedback. If issues are found, the Client must correct and resubmit the content. Any rework or additional testing beyond the standard process may incur extra charges and trigger a change control process. Once approved, content will be uploaded to the Client's database and a download link will be provided for offline distribution. The Client is responsible for distributing this content to vessels.</p> <p>OTG will not provide content development, SCORM conversion, or third-party coordination. All services are delivered remotely. The Client must respond to issues within 5 working days of project completion to help facilitate timely resolution.</p>
Content Bundles	Activity: Mapping for vessels. Rank groups defined.	Deliverable: Content bundle with training matrix.	Client Responsibility: The Client is responsible for providing the rank requirements for the content bundle.
OLP Configuration	Activity: Online Administrators and Security Groups: OTG will ask Client to confirm Online Administrators and any other Security Groups that may be required.	Deliverable: OTG add Online Administrators to OLP database and configure security groups accordingly.	Client Responsibility: The Client is responsible for confirming the Online Administrators and any additional security groups required for the OLP database, once they have been briefed on the products and their limitations. OTG will proceed with adding the Online Administrators and configuring the security groups based on the Client's confirmation. Any delays in receiving this information from the Client may impact the timeline and incur additional charges.
	Activity: Initial Crew List Upload: OTG will provide the Client with a template to <b>update</b> the crew information.	Deliverable: Once Client has provided OTG with the completed template for a one-time Free of charge bulk upload to the Client's online database, OTG will	Client Responsibility: The Client is responsible for completing and submitting the initial crew list using the provided template, ensuring that it is fully and accurately filled out. OTG will proceed with the upload once the completed and accurate

		upload the crew list to the system once the full and accurate information is received.	information is received. Any future requests for additional bulk uploads will incur additional costs.
	Activity: Configuration of Reporting Tools: Dashboards, Basic Reporting, Scheduling Reports / Statistics, Compliance View.	Deliverable: Client provided with pre-configured reporting tools.	Client Responsibility: The Client is responsible for reviewing and validating the pre-configured reporting tools upon delivery. Any additional customisation requests beyond the standard configuration may be subject to additional costs and timelines.
	Activity: Configuration of Automatic Data Exchange.  Activity: Configuration of Requirement Tools: Individual Requirements, Scheduling of Requirements.	Deliverable: Default setup on OTG's side. The Client will be provided with the information on what is needed to support connectivity on their side. This will include information on what the Client needs to prepare on the vessels for Automatic Data Exchange (ADE) using the default approach. Default communication channel is secured FTP.	Client Responsibility: The Client is responsible for, in a timely manner, enabling Automatic Data Exchange on their end and ensuring that the vessels are prepared to finalize the ADE setup. Alternative methods for configuring and enabling ADE are available but may incur additional service fees.  Assumptions: The training computer is presumed to be connected to the ship's network with outbound connectivity available.
	Activity: Configuration of Training App.	Deliverable: Instructions in the form of Quick Guides are provided to support online usage. (Training app is available to download from IOS / Android stores)	Client Responsibility: The Client is responsible for promoting online/mobile usage within their organization and ensuring each user can access the app via a personal mobile device.
	Activity: Configuration of Wärtsilä Cloud Simulation.	Deliverable: The Client is provided with Wärtsilä tutorial titles set up in the OLP library: Title No. 9960.01 - 9960.10. The current process involves delivering the predefined product and OTG informing Wärtsilä once this has been done, allowing the Client to manage the orientation process themselves should the Client want this.	Assumptions: The Client understands that Wärtsilä Cloud Simulation is a Pay-As-You-Go (PAYG) product, requiring payment per use.  Any usage beyond the initial configuration will be subject to the applicable PAYG rates. Wärtsilä Cloud Simulation requires online connectivity.
	Activity: Configuration of Communication Tools: Bulletins, Company Notice, Document Manager, Rapid E-Learning, Pulse Survey, Virtual Classroom.	Deliverable: The Client is provided with pre-configured communication tools.	Client Responsibility: The Client is responsible for reviewing and validating the pre-configured communication tools upon delivery. Any additional configuration or customisation requests beyond the standard setup may incur additional costs and revised timelines. The Client is responsible for creating, maintaining and deploying content across their fleet, unless agreed otherwise with OTG in writing. Assumptions: Pulse Surveys: These are available online only; however, a PDF format is accessible onboard for offline use. Virtual



			Classroom: This service is accessible exclusively online.
	Activity: Configuration of Competency Management System: Software and Content (Standards)	Deliverable: Client is provided with pre-configured Competency Management Software and out-of-the-box Standards.	<p>Client Responsibility: The Client's Project representative is responsible for cooperating closely with the OTG Consultant. The Client is responsible for reviewing and validating the pre-configured CMS and completing rank mapping within the allocated support time.</p> <p>The Client is responsible for familiarising their crew and assessors with the CMS.</p> <p>Assumption The Consultant will provide up to three hours of support for data mappings (Rank, Installation, Assessor Rights). Additional support beyond three hours may incur extra fees.</p> <p>The Content Standard cannot be modified; any bespoke requests will follow the change control process and may incur additional costs.</p>
	Activity: Configuration of Assessment Product: CES - Evaluation Service (incl. editor & benchmark)	Deliverable: Client is provided with a pre-configured Crew Evaluation System, which includes the editor, benchmark, and associated quick guide. (CES is not activated for vessels by default)	<p>Client Responsibility: The Client is responsible for distributing the provided Quick Guide to all relevant stakeholders within their organization in a timely manner.</p> <p>Assumption: An OTG Application Consultant will allocate up to one hour to support the coordination of the CES implementation. Any additional support beyond this allocated time will be subject to change control and may incur additional costs.</p>
	Activity: Configuration of Assessment Product: APRO (Ability Profiling) Evaluation Service.	<p>Deliverable: Client is provided with a pre-configured APRO Product.</p> <p>Deliverable: OTG Application Consultant will inform the Client in writing of the APRO Assessor Course Dates.</p>	Assumption: The Client acknowledges that the APRO software will only be activated once the assigned assessor has successfully completed the APRO Assessor Course and obtained APRO certification. The initial APRO Assessor Course is provided free of charge (FOC), and one assessor certificate will be issued at no cost. Requests to attend additional APRO Assessor Courses and certification beyond this will be subject to change control and may incur additional costs.
	Activity: Configuration of Assessment Product: Performance Appraisals.	Deliverable: Client will be provided with a maximum of 6 forms with a maximum of six forms with a maximum of 20 questions on each. A sandbox environment will be provided during development for testing.	Assumption: The Client acknowledges that an OTG Application Consultant will assist in configuring the Performance Appraisal Product. Only two major changes (e.g., replacement of the initial form) and up to 10 minor changes (e.g., spelling errors) will be allowed. Bespoke requests will be reviewed by OTG and, if feasible, subject to the change control process and additional costs. Modifications for reasons not attributable to OTG will incur further charges.
	Activity: End-to-End API Integration and Data Synchronization Support (Unknown Vendor)	Deliverable: For the integration of the Ocean API with the Client's crewing system, OTG will provide initial scoping, delivery of technical documentation, sandbox access, assistance in development limited to	<p>Client Responsibility: The Client is responsible for using the Ocean API in line with the technical documentation and guidance provided by OTG.</p> <p>Unless otherwise stated in the Contract, the Client is responsible for sourcing, installing, and configuring any required hardware or third-party</p>

		<p>guide as to how to read and interpret technical documentation and fine-tuning assistance (up to 15 hours total), data cleanup guidance, API setup, synchronization, and post-deployment monitoring. A final synchronization document will be issued upon project closure.</p>	<p>software in a timely manner. They must coordinate with any external vendors and ensure the API connection is successfully established.</p> <p>required</p> <p>The Client is responsible for promptly sharing any required personal data in the format specified by OTG to support the data cleanup and validation process.</p> <p>The Client is responsible for promptly completing cleanup tasks, validating data using the fixed-format report provided by OTG, and making decisions on unmatched or conflicting records. These decisions must be clearly communicated to OTG. The Client must actively participate in all relevant meetings, including those for scope alignment, progress tracking, and deployment planning, and must review and approve technical documentation promptly to avoid delays.</p> <p>Assumption: OTG will assist with API installation and configuration but will not support third-party development, troubleshooting, or rework of previous API versions. Such assistance is limited to 10 hours for development and 5 hours for fine-tuning. Any additional assistance will require a change control process and may incur extra charges. OTG will provide endpoint details and a sandbox environment for testing. Final deployment will follow pre-checks and a setup review. Post-deployment, OTG will monitor performance and assist with fine-tuning. The project will close with the delivery of the final API synchronization document.</p>
	Activity: End-to-End API Integration and Data Synchronization Support (Known Vendor)	<p>Deliverable: By way of support for the integration of the Ocean API with the Client's crewing system, where the vendor is known and supported, OTG will provide support including initial scoping, assistance with API setup and configuration, data cleanup guidance, synchronization, and post-deployment monitoring. A final synchronization document will be issued upon project closure. Support is limited to 2 hours, with additional assistance subject to change control and additional charges.</p>	<p>Client Responsibility: The Client is responsible for using the out-of-the-box API integration, as supported by their crewing vendor, and is responsible for establishing the API connection, coordinating with the crewing system vendor, and ensuring all personnel data is shared in the format specified by OTG. The Client must complete data cleanup tasks, validate data using the fixed-format report provided by OTG, and make decisions on unmatched or conflicting records. These decisions must be clearly communicated to OTG.</p> <p>The Client must actively participate in all relevant meetings, including those for scope alignment, progress tracking, and deployment planning, and must review and approve technical documentation promptly to avoid delays. OTG will assist with API installation and configuration but will not support third-party development, troubleshooting, or rework of previous API versions. Final deployment will follow pre-checks and a setup review. Post-deployment, OTG will monitor performance and assist with fine-tuning. The project will close with the delivery of the final API synchronization document.</p>
	Activity: Configuration of Proctoring.	<p>Deliverable: Client will be provided with written instructions on how to use credits and will also</p>	<p>Client Responsibility: The Client is responsible for managing and using proctoring credits as per the provided instructions. They must also ensure that their team is trained to review results. Any additional guidance or support beyond the initial instruction may require change control and incur</p>

		be shown how to review results.	additional costs. The Client is responsible for advising the security group who will manage the Proctoring credits.
	Activity: Marlins English Tests made available within OLP.	Deliverable: Client will be able to access Marlins English Tests via OLP.	Client Responsibility: The Client is responsible for ensuring they can access and utilize the Marlins English Tests via OLP. They should ensure that the necessary user credentials and system requirements are in place to effectively access the tests via OLP.
OLP Remote Onboarding and Familiarization	Activity: An OTG Application Consultant will conduct remote onboarding sessions (up to 4 hours, up to 8 participants) to ensure the Client can fully utilise OLP and maximize its benefits.	Deliverable: Up to 4 hours and up to 8 participants remote onboarding to help the Client fully utilize OLP and maximize its benefits.	Client Responsibility: The Client is responsible for ensuring attendance at the remote onboarding sessions, driving timely adoption within the organization, and managing any requests for additional sessions, which may incur extra charges.
Access to Support	Activity: Client will be provided with Support contact information.	Deliverable: Support e-mail address and access to 24/7 support.	Client Responsibility: The Client is responsible for using the provided support contact information for any and all queries falling outside of the project environment.
Project Closure	Activity: Client is notified that project will be closing	Output: Client officially informed of project closure	Assumption: The Client acknowledges that project resources will no longer be available after project closure  Client Responsibility: The Client is responsible for contacting the support team at support@oceantg.com after project closure for future inquiries or their Account Manager for sales-related requests.