Special Terms governing the Data Butler Services of Hoppe Marine GmbH

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

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

1. Definitions

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

"API" means an Application Programming Interface that is made available to the Customer to collect the provided Ships Data for further use.

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

"Customer" means in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement. The Customer ensures that it has a legal responsibility for the respective ship and thus is entitled to receive the Ships Data.

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

"Data Butler" is the Service provided by Hoppe to the Customer which allows continuous or on-demand data access to Ships data via an API. With Data Butler no Software will be provided.

"Data Set" is an individually agreed number of signals with measured or calculated values provided by Hoppe within specific file type via a defined API.

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

"Ships Data" means electronic data and information collected on a Ship using Hoppe's technology, defined within an individual signal list, transmitted to shore and made available to the Customer via a specified interface (API).

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

"Third Party" means a company or other legal entity, which is authorized by the Customer to get access to Ships Data and to use the Data Butler Services by signing a Data Forwarding Agreement. The Data Forwarding Agreement and resulting access to Ships Data expires with the termination of this Agreement between Customer and Hoppe at the same time automatically.

"User" means, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Hoppe at Customer's request has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and Third Parties with which Customer transacts business.

2. Provision of Data Butler Services

Hoppe will (a) make the Services and Ships Data available to Customer pursuant to this Agreement, and the applicable Order Forms, (b) provide applicable Hoppe standard support for the Services to Customer at no additional charge (see Chapter 7. Scope of Services), and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Hoppe shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Hoppe's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Hoppe employees), Internet service provider failure or delay, any other loss of connectivity, Non-Hoppe Application, or denial of service attack.

3. Preconditions to enable Data Butler Services and System Setup

The system setup (i.e. establishment of Data pool, Customer account, User account(s), Ship account and access to Data Pool) as well as required hardware has to be purchased by the Customer with a separate purchase order (this order underlies the General Terms and Conditions of Hoppe Marine GmbH, www.hoppe-marine.com) in advance, unless otherwise agreed.

Ship IT and Hardware

- The Ship must be equipped with the Data acquisition and processing unit Hoppe Embedded-iPC ("HOMIP").
- Access/Interface to respective systems (Hoppe or other source) to acquire data as agreed in Signal list
- The HOMIP needs connection to the ships satellite communication gateway or other means of internet access with a bandwidth of at least 2,4 kbit/second.
- The internet access is provided by Customers IT and is configured on the HOMIP by Hoppe.
- The HOMIP must be allowed to establish outgoing connections on defined IP addresses and ports.

Customer Shore IT:
- Internet accessibility via suitable device to access API (unblocked access)

Hoppe IT:
- The Data pool, Customer account, User account(s), Ships account and Data Pool access is established.

4. Duty of Participation

The Customer grants full access to the place of installation as well as to the sources needed to collect the Ship's data as agreed during the installation and commissioning phase. Hoppe will agree with the Customer on a schedule to finish the preparation works to be done by both parties in a reasonable time.

5. Use of Data

Hoppe is allowed to access and to use the Ships Data to do its own analyses for the purpose of monitoring Data Transfer and Signal Quality, as well as for improvement of the Service. Hoppe will not allow any Third Party to access the Ships Data via using the API or share it in any other way, unless a Data Forwarding Agreement has been signed. Customer is free to process the Ships Data within its organization or to share it with any other party once downloaded via the API.

6. Protection of Customer Data / Ships Data

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

7. Scope of Services

7.1 Data Services
The scope of data services covers the use of Hoppe Data Butler and applies separately to each account. Services provided are also to be ensured towards Third Party clients involved.

Services provided:
- Full **Access** to Raw Data via API
- Up to 3 **User Accounts** per Customer (including one Third Party User)
- Provision of agreed **Data Set**
- **Frequency** (Generation Rate of Data Set) limited to min. once per day and max. every 2 minutes, according to system setup as agreed between Customer and Hoppe
- **Data availability**: All data is stored and protected against loss, even if not retrieved by the Customer. Historical data can be accessed in the API

7.2 Service Level Agreement
- **E-Mail support** monitored 9:00 a.m. CET to 5:00 p.m. CET Monday – Friday, except public holidays

Extended service level agreements can be purchased individually, e.g. 24/7 Data Transmission **Downtime** support.

Service Exclusions
The Service Commitment does not apply to any unavailability, suspension or termination of Data Butler, or any other Data Butler performance issues: (i) caused by factors outside of Hoppe's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Data Butler; (ii) that result from any voluntary actions or inactions from Customer or any Third Party; (iii) that result from Customer's equipment, software or other technology and/or Third Party equipment, software or other technology (other than equipment within Hoppe's direct control).

8. Performance Term and Termination

The term of validity of this Agreement begins as of the date of Hoppe's confirmation of the order. The payment obligation for the Data Butler Service comes into effect upon first successful data transfer from Ship to Shore, unless otherwise agreed.
Times set for the beginning of Service support performance can only be observed if all information required from the Customer and necessary permits have been received in time by Hoppe and if all Technical Preconditions have been ensured by the Customer.
Unless otherwise provided in the applicable Order Form Data Butler Services and access to the API are purchased as subscriptions for the term stated in the applicable Order Form (at least 12 months). Except where otherwise provided, the Agreement is automatically extended by default for an additional 12 months at the end of the current term.
A party may terminate (i) this Agreement properly upon giving at least 2 months written notice prior to the expiry of the current term to the other party without stating any reason (ii) the subscription for each individual ship properly upon giving at least 2 months written notice if Customer's responsibility (i.e. ownership or management) for the Ship has ended (iii) this agreement upon giving 1 month's written notice to the other party of a material breach and after the expiration of such cure period, or (iv) this agreement immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership,

liquidation or assignment for the benefit of creditors. The right to immediate termination for cause remains unaffected.

After termination of the Agreement term, no more new Ships data will be collected, and the existing Ships data as of the termination date will be made available via the API for 3 more months. After this date, Customer has no more access to the data. On Customer's request, all Ships data will be irrevocably deleted. If Customer does not request to delete the Ships Data, Hoppe reserves the right to use the data neutralized for internal purposes or analyses. However, no more Ships data will be collected and provided after the termination date.
Purchased hardware (i.e. HOMIP) remains Customer's property provided it has been fully paid at the end of the agreement term.

9. Fees

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

10. Invoicing and Payment

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

11. Confidentiality of Data and Information

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data, and Ships Data; Confidential Information of Hoppe includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.
Each Party undertakes to keep strictly confidential any Confidential Information received from the Other Party, and neither disclose nor make it available to any Third Party, without the Disclosing Party's prior written consent. In such case the Receiving Party, prior to disclosing the Confidential Information, shall ensure that the Third Party signs a written confidentiality agreement or respectively Data Provision Agreement, consistent with this Agreement.