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All (a) data, vector digitized charts, chart folios, colour and monochrome chart image data, images, scripts, photographs, animation, video, audio, music and text, and any updates thereof (collectively "Data"), (b) installation CDs and/or DVDs, and any other accompanying materials including access control device(s) ("Dongle(s)") and the HASP key embedded in the Dongle(s) needed to activate the data (collectively "Materials") and (c) update services ("Services") supplied to You by C-MAP under this Agreement shall be subject to the terms and conditions of this Agreement. Please note that the terms and conditions set out in Section I (General Terms and Conditions) below apply to all Data, Materials and Services supplied to You, whereas Section II (Additional Terms and Conditions Regarding Warnings and Support Applicable Only to ENC Data) below sets out additional terms and conditions that is applicable only to official Electronic Navigational Charts and their updates ("ENC"). The terms and conditions set out in this Agreement supersede all other documents concerning the Data, Materials and Services, including previous versions of this Agreement.

I. GENERAL TERMS AND CONDITIONS

1. OWNERSHIP AND COPYRIGHT

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2. LICENSE

The Data You are about to load are licensed, not sold. C-MAP grants to You a non-transferable, personal and non-exclusive right to use the Data, Materials and Services for Your own internal business purposes, and not in support of any other third party. Unless the Data are official ENC which meets SOLAS (Safety Of Life At Sea) chart carriage requirements, the Data may be used solely as a navigational aid, not as the sole or primary method of navigation (“License”).

If You have acquired this License for “office” or “land-based” use only, one (1) License gives you the right to use the Data on one (1) single computer at a time for which You have an exclusive right to use. If You have acquired this License for use on a vessel or in an academy or school, one (1) License gives you the right to use the Data on one (1) integrated bridge system for which You have an exclusive right to use, with a maximum of eight (8) nodes connected to such integrated bridge system. The Data is “in use” on a computer (including an integrated bridge system) when it is loaded into temporary memory (i.e. RAM) of a computer.

The term of the License can either be (i) a “One Off” perpetual license, or (ii) a subscription License (a “Subscription”) that entitles You to regular updates of the Data during the Subscription period. The validity of the License depends on Your and Your end-users compliance with the terms and conditions set forth in this Agreement.

Upon the end of a Subscription period, Your Subscription will unless otherwise specified, be automatically renewed for new consecutive periods of Subscription unless You give C-MAP a notice of termination no less than three (3) months prior to the expiry of the then current Subscription period.

3. RESTRICTIONS ON USE

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4. TERMINATION

In addition to Your right to terminate a renewal of a Subscription pursuant to Clause 2 above, and without prejudice to any other rights governed by this Agreement, the License to use the Data and the Materials and any right to receive Services granted under this Agreement will automatically terminate if you fail to comply with any term of this Agreement or if you fail to comply with any mandatory law applicable to Your use of the Data. In such event, you will not be entitled to reimbursement of any fees already paid to C-MAP, but You will be liable for payment of any amounts due to C-MAP.

5. WARNING

YOU ACKNOWLEDGE, SHALL COMPLY WITH, AND TAKE INTO CONSIDERATION THE FOLLOWING WARNINGS FROM C-MAP, AND DULY INFORM YOUR END USERS RESPONSIBLE FOR THE USE OF THE DATA OF THIS WARNING.

NAUTICAL NAVIGATION IS AN INHERENTLY DANGEROUS ACTIVITY AND SHOULD ONLY BE ENGAGED IN BY PERSONS WITH ADEQUATE TRAINING AND EXPERIENCE. TO THE EXTENT YOU HAVE ACQUIRED A “ONE OFF” LICENSE TO USE THE DATA, YOU ACKNOWLEDGE THAT SUCH DATA ARE CHANGING RAPIDLY, AND THAT NAUTICAL NAVIGATION UNDERTAKEN WITH THE AID OF SUCH DATA INCREASES THE INHERENT DANGER OF SUCH NAVIGATION.

THE DATA MAY NOT CONTAIN ALL NAUTICAL NAVIGATION DATA EXISTING WORLDWIDE AND YOU SHOULD MAKE NO ASSUMPTION OTHERWISE.

UNLESS OTHERWISE CLEARLY STATED, THE DATA SHOULD ONLY BE USED AS AN AID TO NAVIGATION AND IN NO WAY DOES IT REPLACE THE END USER'S NAVIGATING EXPERIENCE AND DILIGENCE. THE DATA IS DESIGNED TO FACILITATE THE USE OF OFFICIAL GOVERNMENT CHARTS, NOT TO REPLACE THEM. ONLY OFFICIAL GOVERNMENT CHARTS AND NOTICES TO MARINERS CONTAIN THE CURRENT INFORMATION NEEDED FOR SAFE NAVIGATION. THE DATA MAY BE BASED ON DATA FROM DIFFERENT NATIONAL HYDROGRAPHIC OFFICES AND OTHER THIRD PARTY SOURCES. C-MAP SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR DEFECTS DUE TO INCORRECT OR MISSING INFORMATION FROM THESE SOURCES.

NO DATA SHOULD BE USED ON ANY SINGLE HULL VESSEL, IN VIOLATION OF IMO MARPOL RULES OR WHICH IS CLASSIFIED AS A VERY LARGE CRUDE CARRIER WEIGHING MORE THAN 140, 000 TONS.

6. LIMITED WARRANTY AND DISCLAIMER

C-MAP warrants that the media, if any, on which the Data is recorded and delivered are free from defects in materials and workmanship under normal use and operation. This limited warranty is effective for a period of sixty (60) days following your receipt of such media. The limited warranty provided herein is made to You if You (a) have fully paid the required license fee for use of the Data, (b) have fully complied with the terms of this Agreement, and (c) are the original licensed end-user. No warranty is made to any other person or entity.

During the warranty period set forth above, C-MAP will replace any media which proves defective in materials or workmanship, without charge, on an exchange basis. This is C-MAP's entire liability and your sole and exclusive remedy. This remedy shall not apply if the media on which the Data is stored has been damaged by negligence, accident, improper or unreasonable use, or by any other cause unrelated to defective material or workmanship.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND IS NOT GUARANTEED TO BE FREE FROM ERRORS OR DEFECTS. YOU ACKNOWLEDGE THAT THE DATA IS OF A GENERAL NATURE, AND THAT IT MAY NOT BE DESIGNED FOR, ADEQUATE TO, OR CONFORM WITH YOUR SPECIFIC NEEDS AND/OR PURPOSES, NOR THAT IT CONFORMS WITH SPECIFIC SAFETY REQUIREMENTS OR GOVERNMENTAL STANDARDS OR REGULATIONS IN YOUR COUNTRY. C-MAP MAKES NO EXPRESS OR IMPLIED WARRANTY, AND DISCLAIMS ANY LIABILITY FOR THE DATA, THE ACCURACY OF THE DATA SOURCE MATERIAL, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY OR CONFORMANCE WITH ANY GOVERNMENT STANDARDS OR REGULATIONS OF SUCH DATA, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, YOU SHALL INFORM C-MAP IN DUE TIME IF ANY PROVISION MAY BE OVERRULED BY ANY APPLICABLE MANDATORY RULES.

TO THE EXTENT YOU HAVE ACQUIRED A "ONE OFF" LICENSE TO USE DATA, YOU ACKNOWLEDGE THAT SUCH DATA ARE CHANGING RAPIDLY, AND THAT NAUTICAL NAVIGATION UNDERTAKEN WITH THE AID OF SUCH DATA INCREASES THE INHERENT DANGER OF SUCH NAVIGATION. YOU ARE SOLELY RESPONSIBLE FOR, AND C-MAP DISCLAIMS ANY LIABILITY FOR, ANY USE OF SUCH DATA.

THE LIMITED WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF C-MAP, AND YOUR REMEDIES SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY OTHER RIGHTS, CLAIMS AND REMEDIES YOU WOULD OTHERWISE HAVE AGAINST C-MAP WITH RESPECT TO THE DATA, THE MATERIALS AND THE SERVICES PROVIDED HEREUNDER.

Notwithstanding the exclusion of warranty for the Data, should You encounter any problems with the Data or find a suspected error, You should report such problem or suspected error to C-MAP as soon as reasonably possible.

7. LIMITATION OF LIABILITY

C-MAP WILL HAVE NO OBLIGATION OR LIABILITY FOR ANY INDIRECT LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER INDIRECT LOSS) WHETHER ARISING IN CONTRACT OR OTHERWISE, IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE DATA, THE MATERIALS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF C-MAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, C-MAP'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE DATA DURING THE LATEST TWELVE (12) CALENDAR MONTHS. THESE LIMITATIONS OF LIABILITY DO NOT APPLY IF C-MAP HAS ACTED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED HEREUNDER, AND RECOGNIZE THAT WERE C-MAP TO ASSUME ANY FURTHER LIABILITY BEYOND THAT SET FORTH IN THIS SECTION, SUCH FEES WOULD BE SUBSTANTIALLY HIGHER.

If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on C-MAP's liability set forth in this Agreement shall apply to the fullest extent permitted by law. If C-MAP cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

8. INDEMNIFICATION

You will indemnify and hold harmless C-MAP from and against all claims and liabilities (including claims by third parties including but not limited to vessel owners, operators or managers and cargo owners or insurers), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including Your employees but not employees of C-MAP, or for loss of or damage to any property, including any vessel and cargo, arising out of Your use of the Data provided hereunder, whether or not arising in tort or occasioned by the negligence of C-MAP, except to the extent of any obligation, liability, claim or remedy in tort due to the gross negligence or willful misconduct of C-MAP. Your obligations under this indemnity will survive the termination of this Agreement and any Subscription related hereto.

9. EXPORT COMPLIANCE

In performance of this Agreement, each party shall comply with all applicable laws and regulations, including, without limitation all applicable export or import control laws and regulations, anti-boycott laws and regulations, taxes, customs or tariffs regulations, economic sanctions, and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010.

You shall not export, reexport, or transfer the Software or any other C-MAP goods or products to a third party if such activity would violate any applicable export control laws or economic sanctions. Furthermore, you represent and warrant that you will not sell C-MAP products or provide services to any person specifically targeted under OFAC sanctions or located in a country or region subject to comprehensive OFAC sanctions, which currently include Iran, Cuba, Syria, North Korea, or the Crimea Region of Ukraine. You shall, at Your sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct Your respective activities hereunder. For clarification, if you fail to comply with the terms under this Section 9, or if continued performance by C-MAP becomes inconsistent with the laws, rules, and requirements described in this Section 9, C-MAP may immediately

terminate this Agreement and any service subscription.

10. AUDIT

C-MAP will at all times be entitled to audit your compliance with this Agreement, and for this purpose You are obliged to grant C-MAP access to vessels, premises, records and other things C-MAP deems necessary for such audit.

11. ASSIGNMENT

C-MAP may assign and transfer all its rights and obligations under the Agreement to any third party.

12. GOVERNING LAW AND LEGAL VENUE

This Agreement shall be governed and construed in accordance with the laws of Norway, without regard to its conflicts of laws provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Oslo, Norway. The language of arbitration shall be English. This arbitration clause shall not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.

13. AMENDMENTS

C-MAP reserves the right to change or modify any of the terms and conditions of this Agreement at any time without notice to You. Any changes or modifications to the terms and conditions will be effective on the date the change or modification is made, and will be provided to You with the next Data update for Your acceptance prior to downloading, installing, accessing or using the updated Data.

II. ADDITIONAL TERMS AND CONDITIONS REGARDING WARNINGS AND SUPPORT APPLICABLE ONLY TO ENC DATA

ENC are reproduced with the permission of various national hydrographic offices and are protected by copyright. ENC currently only meets SOLAS (Safety Of Life At Sea) chart carriage requirements if it is kept up to date and is used on a type approved ECDIS (Electronic Chart Display and Information System) with a suitable back up arrangement.

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