



Shipfix Services Subscription Agreement

Date of Last Revision: 18 July 2024

This subscription services agreement, together with the relevant Customer Order Form ("**Agreement**") is an agreement between you (the "**Customer**") and Veson Nautical LLC ("**Veson**").

Veson licenses use of the Service (as applicable) to the Customer on the terms of this Agreement. Veson remains the owner of the Service and all Intellectual Property rights therein at all times.

Contacting us. The Customer may contact Veson Support by going to help.veson.com, or through the dedicated channels provided via the Service.

1. Definitions and Interpretations

1.1 In this Agreement:

"Authorised User Agreement"	means Veson's licence agreement to be entered into by each Authorised User as a condition of their right to access and use the Service, as updated, and amended from time to time
"Authorised User"	means each employee, agent and independent contractor of the Customer who are authorised by the Customer to use the Service (as applicable) in accordance with this Agreement (including the Customer Order Form)
"Commencement Date"	has the meaning given to it in clause 2.1
"Confidential Information"	means (a) all commercial, financial and/or technical information, trade secrets, products, operations, processes, customers, suppliers, product information and unpublished information relating to a party or its affiliates and its business or prospective business; and (b) the terms of this Agreement (which for the purposes of this Agreement is the Confidential Information of the parties)
"Customer Data"	means data and information submitted by or for the Customer or an Authorised User to the Service, or data and information that originates from the Customer's systems and is processed, stored, generated or accessed by the Service, including Authorised User's contact details and data contained in Authorised User's emails and inboxes, statistical usage data derived from the operation of the Service, data regarding configurations, log data, filtering choices, information relating to the integration between the Customer's IT systems and the Service
"Customer Order Form"	means the order pages completed by the Customer prior to submitting an order
"Customer Personal Data"	means Personal Data forming part of the Customer Data
"Data Protection Legislation"	means all applicable legislation relating to data protection and privacy including without limitation the Data Protection Act 2018 of the United Kingdom, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR,

and all local laws and regulations which amend or replace any of them and any analogous legislation in any part of the world

“Fees”	has the meaning given to it in clause 7
“Free Trial Service”	means any Veson service or functionality that may be made available by Veson to Customer to try at Customer’s option, at no additional charge, and which is clearly designated as “beta,” “trial,” “non-GA,” “pilot,” “developer preview,” “non-production,” “free trial,” “evaluation,” “early access,” or by a similar designation
“Free Trial Period”	means the term for which Customer registered to use the applicable Free Trial Service as specified in the Customer Order Form
“GDPR”	means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the General Data Protection Regulation (EU) 2016/679 in such form as incorporated into the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 and any regulations thereunder
“Initial Subscription Term”	means the initial term of this Agreement as set out in clause 2.1
“Interest Rate”	means an annual rate equal to the higher of 3% over the then current interbank lending rate for the currency specified in the Customer Order Form (being, in the case of USD, Secured Overnight Financing Rate (SOFR); and, in the case of EUR, Euro Interbank Offered Rate (Euribor)) or 0%, from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment
“Intellectual Property”	means (a) any current and/or future intellectual property rights (whether registered or not) including any copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions (including any improvement or addition to any invention), trade secrets and know-how, registered and unregistered design rights, patents, utility models, all rights of any nature in computer software and data, and rights in databases; (b) all applications for registration, renewals and/or extensions in relation to any of the above; and (c) all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world
“Market Insights”	means Veson’s premium dashboard add-on service through which Customers access Shipfix Insights Data
“Personal Data”	shall have the meaning given to them in the GDPR
“Renewal Period”	has the meaning given to it in clause 2.1
“Service”	means the Veson Shipfix Solution specified in the Customer Order Form and the Market Insights, if specified in a Customer Order Form. “Service” excludes the Free Trial Service and any application that is provided by Customer or a third party. “Service” also includes any required, usual, appropriate, or acceptable methods to perform activities related to the Service, including (a) carrying out the Service or the business of which the Service are a part, (b) carrying out any benefits, rights and obligations related to the Service, (c) maintaining records relating to the Service, and (d) complying with any legal or self-regulatory obligations related to the Service.

“Service Description”	means the description of the Service found on the Customer Order Form, as the Customer Order Form may be updated and amended from time to time
“Shipfix Data”	means any data, including Shipfix Insights Data, made available by Veson through the Service or Market Insights
“Shipfix Insights Data”	proprietary data and information relating to global orders, tonnage circulars and trade flows of products and commodities made available by Shipfix through the Market Insights
“Shipfix Solution”	means the Veson proprietary web-based solution licensed on a fixed-term subscription basis as described in the Service Description, excluding the Market Insights
“special categories of personal data”	means the categories of Personal Data governed by Article 9 of the GDPR
“Subscription Term”	means the term for the Service, as determined in accordance with clause 2.1
“User Subscription”	means a subscription to the Service for an individual Authorised User

1.2 Unless the context requires a different interpretation, the following rules should be used to interpret this Agreement (a) words used in the singular tense should be interpreted to include the plural tense and vice versa. Words which refer to one gender should be interpreted to include other genders; (b) a reference to a person such as a company, a firm or an individual will include other corporate bodies and unincorporated associations and vice versa; (c) any use of the word "including" shall not be limited by the words that follow; (d) the headings in this Agreement do not affect its interpretation; (e) where this Agreement refers to an English legal term and that reference is being considered in the context of an event which has occurred or may occur outside England, the term should be interpreted to include what most nearly approximates to the English legal term in the relevant country; and (f) in the event of there being any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise), the terms of the part first appearing below shall prevail to the extent of the conflict or inconsistency: (i) body of the Agreement; and (ii) the documents incorporated into this Agreement by reference.

2. Service Term

2.1 Unless otherwise specified in the applicable Customer Order Form, the licence to the Service will commence on the date the Customer is first given access to the Service (“**Commencement Date**”) and, unless terminated earlier in accordance with its terms, will continue for a period of twelve (12) months (“**Initial Subscription Term**”) and, thereafter, will be automatically renewed for successive periods of twelve (12) months (each a “**Renewal Period**”), unless and until either party provides written notice to the other party of termination at least thirty (30) days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement will terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period. The Initial Subscription Term together with any subsequent Renewal Periods will constitute the “**Subscription Term**”. If the Customer is granted access to the Market Insights following the Commencement Date, the Subscription Term in respect of the Market Insights shall not exceed the Subscription Term in respect of the Shipfix Solution, unless otherwise specified in the applicable Customer Order Form.

2.2 If Customer registers for a Free Trial Service, Veson will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the Free Trial Period, or (b) the start date of any Service subscription purchased by Customer corresponding to such Free Trial Service. Either party may terminate this Agreement in respect of a Free Trial Service at any time for convenience by serving notice on the other party.

3. Service

3.1 Subject to the Customer complying with the other terms and conditions of this Agreement, Veson shall make the Service available to the Customer pursuant to this Agreement (including the applicable Customer Order Form) during the applicable Subscription Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Subscription Term to allow its Authorised Users to access and use the Service in accordance with this Agreement, solely for Customer’s internal business purposes. Customer agrees that its purchase of the Service is neither contingent upon the delivery of any future

functionality or features nor dependent upon any oral or written public comments made by Veson with respect to future functionality or features.

- 3.2 The Customer must ensure that the number of Authorised Users does not exceed the number of User Subscriptions specified in the applicable Customer Order Form or otherwise granted under this Agreement. The Customer is responsible for all activities conducted under its and its Authorised Users' logins on the Service and for any breach by an Authorised User of the Authorised User Agreement. Customer shall use the Service in compliance with this Agreement, the applicable Customer Order Form, the Service Description, and applicable law and shall not, unless in accordance with clause 3.1, except as permitted by law: (i) sell, resell, rent, distribute, republish, lease, license, loan, assign (whether directly or indirectly, by operation of law or otherwise) or otherwise transfer, or encumber rights to the Service, or any part thereof, or translate, merge, copy, reproduce, adapt, reverse engineer, decompile, disassemble, transmit, scan, publish on a network or store in any retrieval system of any nature the Service or any part thereof; (ii) provide, disclose, or otherwise make the Service available to anyone other than its Authorised Users (and the Customer shall immediately notify Veson of any unauthorised access or use of which it becomes aware); (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (v) attempt to gain unauthorised access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create a database or derivative works from or based on the Service, or any portion thereof; or (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Veson and any copyright or other notices appearing in or on the Service or which may be required by Veson at any time.
- 3.3 The Customer agrees to comply with all applicable laws and regulations with respect to its activities under this Agreement, including all Data Protection Legislation, all applicable anti-bribery and corruption laws and any applicable export laws and regulations, and will hold Veson and its third party data providers harmless for its failure to properly do so.
- 3.4 The Customer shall not use the Veson content made available under the Service in connection with (a) incorporation into a registration statement, prospectus, information memorandum, public or private debt issue documentation, bond issue documentation or other offering document; (b) filing with any securities authorities; or (c) competition with Veson or its licensors.
- 3.5 Any use of the Service in breach of this Agreement (including the Customer Order Form) or the Service Description by Customer or Authorised Users that in Veson's judgment threatens the security, integrity or availability of the Service, may result in Veson immediately suspending the Service. If Veson wishes to suspend the Service, Veson will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 3.6 The Service is only available for use with supported devices and operating systems, as set out in the introduction to this Agreement or otherwise notified to the Customer from time to time. Veson does not make any representation or warranty as to the functionality of the Service or any support services where the Customer is not running the latest version of their operating system, web browser and/or related software/hardware.
- 3.7 During the Subscription Term Veson may modify or vary the Service or the Service Description, or the terms of this Agreement, in its sole discretion, provided that if Veson makes any change to the Service that materially adversely affects its functionality, the Customer may terminate this Agreement by written notice to Veson. Veson will endeavour to give reasonable notice prior to implementing any change to the Service. The Customer and its Authorised Users may also be required to comply with the end user terms of Veson's licensors, as notified to the Customer from time to time.
- 3.8 Veson may offer certain additional features or services to the Customer from time to time, either for purchase or on a free of charge trial basis for a limited period of time. Such offers will be notified to the Customer via email and the portal through which the Customer accesses the Service from time to time. Any additional Fees payable for such additional services will be notified to the Customer at the time the relevant services are offered to the Customer. If the Customer accepts the offer of such additional services, use of them will be governed by the terms and conditions of this Agreement and any additional or different terms and conditions notified to the Customer by Veson.

4. **Market Insights**

- 4.1 In addition to the rights granted in clause 3, if Customer is a registered user for the Service, Customer may register for the Market Insights by completing a Customer Order Form and paying the appropriate fee. If Customer is entitled to use the Market Insights pursuant to this clause 4.1, Customer and its Authorised Users are granted a non-exclusive, non-transferable, non-sublicensable, revocable, personal and limited licence to access, view and use the Shipfix Insights Data for its own internal business purposes only.

- 4.2 As an authorised user of the Market Insights, Customer may also: (a) download certain Shipfix Insights Data that Veson makes available for download; (b) modify or manipulate that Shipfix Insights Data or combine it with other data; and (c) if agreed by the parties in the Customer Order Form, create derived product or work using all or part of that Shipfix Insights Data, in the case of (a) and (b) only for its own internal business purposes, and in the case of (c), without restriction but subject to clause 5.3. Once downloaded, Shipfix Insights Data is still subject to the restrictions described in clause 5.
- 4.3 Subject to clause 4.1, if the Customer has an existing licence with a third party data provider to access, view and use data that forms part of the Shipfix Insights Data, the Customer will receive a discount to the Market Insights fee reflecting the fact that the Customer has already paid (or will pay) for that data under its existing licence. For this discount to remain in effect, the Customer shall: (a) provide evidence that such licence is in force and covers a specific data set that forms part of the Shipfix Insights Data; (b) maintain the existing licence during the Subscription Term; and (c) not breach the existing licence, including any payment obligations therein. The Customer will notify Veson immediately in writing in the event it breaches its existing licence, its existing licence is terminated, expires or is reduced in scope so as to no longer include the specific data set that forms part of the Shipfix Insights Data. In these circumstances and from the date of the breach, termination, expiry or reduction (as applicable), the discount will no longer apply and the full Market Insights fee will be applied pro-rata for the remainder of the Subscription Term. The Customer agrees that Veson may report Customer's usage of the Shipfix Insights Data to any relevant third party data providers who provide all or part of the Shipfix Insights Data to Veson.
5. **Shipfix Data**
- 5.1 Customer is granted permission by Veson to download certain Shipfix Data that Veson make available to its customers of the Service for download and to use that downloaded data for (i) research and publication purposes, provided that Veson is appropriately accredited and cited as the original source of publication; and (ii) any other purposes solely for the Customer's internal business operation. Once downloaded, Shipfix Data is still subject to the restrictions described in this clause 5.
- 5.2 The Customer must not (and will ensure Authorised Users do not): (a) use Shipfix Data as a source for any kind of marketing or promotion activity or for the purposes of compiling, confirming or amending its own database, directory or mailing list; or (b) unless explicitly authorised in this Agreement or within the functionality of, or features available on, the Service or Market Insights that permit the limited export of data (such as the 'copy to clipboard' or 'export' function, if available to the Authorised User), download, make a copy of, or otherwise permanently retain any data made available through the Service or Market Insights in any form, including in any file or on any hard drive, server, or other form of memory, or in any printed form.
- 5.3 Customer may not: (a) make the Shipfix Data accessible (including the provision of access through any application populated with Shipfix Data, reselling or disclosing Shipfix Data) by any means, including electronic means to any third party (including sharing of the same between Authorised Users); or (c) commercially exploit the Shipfix Data in any way. Customer must not use or permit access to the Shipfix Data: (a) for any purpose contrary to applicable law; (b) in any manner that in Veson's sole judgement could compete directly or indirectly with Veson's business, products (including data) or services; (c) in any way which in Veson's sole judgement may damage its reputation; or (d) other than as expressly permitted by this Agreement.
- 5.4 The restrictions in clauses 5.2 and 5.3 shall not apply to any data, product or work derived from the Shipfix Data, provided that derived data, product or work cannot be: (a) identified as originating or deriving from the Shipfix Data; (b) reverse engineered in order to identify all or part of the Shipfix Data; or (c) used as a substitute for the Shipfix Data.
- 5.5 If any unauthorised use of Shipfix Data is made or permitted by Customer then, without prejudice to Veson's other rights and remedies: (a) Customer shall immediately be liable to pay Veson an amount equal to the fees that Veson would have charged, had such use been authorised by Veson at the beginning of the period of that unauthorised use together with statutory interest from the date of that unauthorised use to the date of actual payment; (b) Customer shall indemnify, keep indemnified and hold Veson harmless on demand on an unlimited and after tax basis in respect of any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable legal fees and/or penalties Veson incurs; and (c) Veson may require Customer to discontinue the supply of data to any individual or third party reasonably suspected by Veson of that unauthorised use or breach.
- 5.6 Veson reserves the right to determine, improve and change the type, form, nature and content of the Market Insights and the Shipfix Data from time to time and to modify and supplement the technical, functional, administrative and operative methods of supply of the Shipfix Data, wherever necessary for complying with provisions of law or due to actual or potential changes in the organisation of our business, technical systems or technical specifications and requirements.

- 5.7 By using the Market Insights, Customer agrees to not: (a) incorporate the Market Insights in or with any other software (including framing or mirroring of the Market Insights); (b) adapt, reverse engineer, decompile, disassemble, modify or adapt the Market Insights or Shipfix Insights Data unless permitted by applicable law; or (c) use any information provided by Veson or obtained during performance of the activities permitted by applicable law under paragraph 5.7(b) to create any product (including data) or service that in Veson's sole judgment is substantially similar to any product or service offered by Veson nor use such information in any manner that would be restricted by any intellectual property rights subsisting in it.
- 5.8 If Customer becomes aware of, or suspects any: (a) misuse of the Market Insights or Shipfix Data; (b) breach of this Agreement; or (c) security breach in connection with this Agreement that could compromise the security or integrity of the Market Insights or otherwise adversely affect Veson, and if Customer learns or suspects that the, Market Insights or Shipfix Data have been revealed to or obtained by any unauthorised person, Customer shall, at Customer's expense, promptly notify Veson and fully co-operate with Veson to remedy the issue as soon as reasonably practicable.
- 5.9 Subject to the Customer's compliance with this Agreement and the remainder of this clause 5.8, all Shipfix Data and data derived from Shipfix Data (and all Intellectual Property Rights therein) shall be owned exclusively by Veson. If expressly agreed in the Customer Order Form and subject to clause 5.3, the Customer will own data derived from Shipfix Data (and all Intellectual Property Rights therein). Customer retains ownership of its Customer Data at all times.

6. **Support**

Veson will, as part of the Service, provide the Customer with Veson's basic standard support services, as offered by Veson in its sole discretion at the time that the Service is provided. Support services will be provided via dedicated channels available through the Service. Veson may amend the support services in its sole and absolute discretion from time to time. In the event that Veson provides any additional Customer support services that exceeds the basic standard support services, or customer success services of any kind, Veson shall be entitled to charge the Customer for such additional services, at Veson's then prevailing rates. Veson shall notify the Customer in the event that any request for additional services will incur additional charges.

7. **Fees and Payment**

- 7.1 The total price for the Service (which excludes VAT) will be the price indicated on the Customer Order Form when the Customer places an order, or otherwise agreed in writing between the Customer and Veson ("**Fees**"). The Customer shall pay the Fees to Veson in accordance with the payment terms set forth in the applicable Customer Order Form, or otherwise agreed in writing between the Customer and Veson. All fees are (a) based on access rights acquired and not actual usage (including the number of Authorised Users), (b) payable in the currency specified in the Customer Order Form; (b) non-cancellable and non-refundable unless expressly noted hereunder and (c) are exclusive of value added tax, which shall be added to Veson's invoice(s) at the appropriate rate.
- 7.2 If Veson has not received payment of any Fees within thirty (30) days after the due date, and without prejudice to any other rights and remedies of Veson (a) Veson may, without liability to the Customer, disable the Customer's and each Authorised User's password, account and access to all or part of the Service and Veson shall be under no obligation to provide any or all of the Service while the Fees concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at the Interest Rate.
- 7.3 At any time during the Subscription Term, the Customer may request to purchase additional User Subscriptions. If Veson approves the Customer's request to purchase additional User Subscriptions, the Customer will pay to Veson the relevant Fees for such additional User Subscriptions, as notified by Veson to the Customer. If new or additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees will be pro-rated from the date of activation by Veson of the additional User Subscriptions, for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).
- 7.4 If, at any time whilst using the Service, the Customer exceeds the amount of User Subscriptions purchased by or allocated to the Customer, Veson shall charge the Customer, and the Customer shall pay, for such additional User Subscriptions at Veson's then-current Fees, together with interest thereon in respect of the period of use prior to payment, calculated at the Interest Rate.
- 7.5 Veson shall be entitled to increase the Fees at the start of each Renewal Period upon sixty (60) days' prior notice to the Customer.

8. **Ownership and Customer Data**

- 8.1 As between Veson and the Customer, the Customer owns the Customer Data. The Customer grants to Veson, its affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit, display and otherwise process the Customer Data, as reasonably necessary for Veson to provide the Service and perform its other obligations in accordance with this Agreement. Except as expressly stated herein, Veson acquires no right, title or interest from the Customer or the Customer's licensors under this Agreement in or to any Customer Data. Customer shall be responsible for the accuracy, quality and legality of the Customer Data and the means by which the Customer acquires the Customer Data.
- 8.2 Customer also hereby grants to Veson a non-exclusive, world-wide, perpetual, royalty-free, fully paid-up, and irrevocable license to copy, anonymize, process and create derivative works of Customer Data (excluding any special categories of personal data contained therein), in whole or in part, for the purpose of deriving anonymous statistical and usage data, and data related to the functionality of Veson's products and services, provided such data cannot be used to identify Customer or its users ("**Anonymous Data**") and combine or incorporate such Anonymous Data with or into other similar data and information available, derived or obtained from other customers, licensees, users, or other sources and for improving Veson's existing products and services. For clarity, Anonymous Data is not Customer Data.
- 8.3 Customer reserves any and all right, title and interest in and to the Customer Data other than the licenses therein expressly granted to Veson under this Agreement.
- 8.4 Except for the rights expressly granted under this Agreement, all right, title and interest, including Intellectual Property rights throughout the world, in and to the Service, the Market Insights and the Shipfix Data, including any modifications, improvements or variations thereto, belong to Veson or its third party licensors and the Customer and its Authorised Users have no rights therein.
- 8.5 The Customer must not remove any proprietary legends or markings, including copyright notices, on the Service, the Market Insights or the Shipfix Data. The Customer will take any and all actions that may reasonably be required by Veson or its third party data providers to protect such proprietary rights as owned by Veson or its third party provider(s).
- 8.6 The Customer grants to Veson and its affiliates a worldwide, perpetual, irrevocable, royalty-free licence to incorporate in the Service and otherwise use any suggestion, recommendation, correction, question or other feedback provided by the Customer or its Authorised Users in connection with the Service.

9. **Reporting**

- 9.1 In the event that Veson reasonably suspects the Customer or any of its Authorised Users has breached any of the terms and conditions of this Agreement, the Customer will permit Veson or its designated auditor to audit the Customer's books and records to confirm compliance with this Agreement. Such inspection will be conducted at Veson's expense and with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.
- 9.2 If any inspection reveals that the Customer has underpaid Fees to Veson, then without prejudice to Veson's other rights, the Customer will pay to Veson an amount equal to such underpayment as calculated in accordance with Veson's then-current Fees, together with interest on such amount, calculated at the Interest Rate.

10. **Warranties and Disclaimer**

- 10.1 Veson warrants that during the Subscription Term, subject to clause 10.3: (i) the Service shall perform materially in accordance with the applicable Service Description, (ii) Veson shall make commercially reasonable efforts to make the Service available to Customer 24 hours a day, seven (7) days a week, every day of each year (except for any unavailability caused by a Force Majeure event); (iii) Veson will employ then-current, industry-standard measures to test the Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Service, and (iv) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein. As Customer's exclusive remedy and Veson's entire liability for a breach of the warranties set forth in this clause 10.1, Veson shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Veson fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this clause shall be Customer's sole remedy and Veson's sole liability for breach of these warranties. The warranties set forth in this clause shall apply only if the applicable Service has been utilised in accordance with the Service Description, this Agreement and applicable law.

- 10.2 The Free Trial Service is provided “as-is” and “as available” basis, without any representation, warranty or indemnity and at the Customer’s sole risk. To the fullest extent permitted by law, Veson disclaims all liability in respect of the Free Trial Service. The Customer agrees that its sole and exclusive remedy for any problems or dissatisfaction with the Free Trial Service is to uninstall any Veson software and to stop using the Free Trial Service.
- 10.3 Data may contain intellectual property rights owned by third parties. Such third party intellectual property rights may be licensed by the third party to Customer under separate or different terms and conditions (“Third Party Terms”) and are not licensed to Customer under this Agreement. Veson shall, on request, provide Customer with a copy of such Third Party Terms and Customer agrees to comply with such Third Party Terms, including any obligation to pay any fees due to third parties. Customer agrees to indemnify, keep indemnified and hold Veson harmless on demand on an unlimited and after tax basis in respect of any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable legal fees and/or penalties Veson incurs as a result of any breach by Customer of any Third Party Terms.
- 10.4 Veson does not warrant that the Customer’s use of the Service will be uninterrupted or error-free; or that the Service and/or the data, material, third party advertisements or information contained in the Service will meet the Customer’s requirements or will be complete or accurate. All data and information available through the Service is provided “as is” and “as available” without warranty of any kind. To the extent permitted by law, Veson and its third party data providers shall not be liable for any errors or omissions or any loss, damage or expense incurred by reliance on information, third party advertisements or any statement contained in the Service. The Customer assumes all risk in using the results of the Service. Veson and its third party data providers disclaim all other express or implied warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to title, quality, merchantability, fitness for a particular purpose and non-infringement. Veson is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.5 The Customer represents and warrants to Veson that the Customer has full capacity and authority to enter into this Agreement and the use, possession or processing by Veson of the Customer Data in accordance with this Agreement will not infringe or violate any Intellectual Property rights or any contractual, employment or property rights, or duties of non-disclosure, or other rights of any third parties.

11. **Indemnities**

- 11.1 The Customer shall fully and effectively indemnify and keep indemnified Veson against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (a) the Customer’s and its Authorised User’s use of the Service otherwise than in accordance with this Agreement; (b) any claim that the use, possession, or receipt, by Veson of the Customer Data in accordance with this Agreement infringes or violates any Intellectual Property rights or duties of non-disclosure or other rights of any third party; (c) any act or omission by the Customer or its Authorised Users that causes Veson to breach the terms of any agreement in respect of third party data, products or services included in or made available through the Service; and (d) the Customer’s or any of its Authorised User’s breach of Data Protection Legislation.
- 11.2 In connection with any actions, proceedings and claims referred to in clauses 11.1, the indemnified party shall (a) provide prompt notice of any such claim to the indemnifying party; (b) provide reasonable co-operation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party’s expense; and (c) give the indemnifying party sole authority to defend or settle the claim.

12. **Liability**

- 12.1 Nothing in this Agreement excludes Veson’s liability for death or personal injury caused by Veson’s negligence, or fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.
- 12.2 Subject to clause 12.1, Veson shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for (a) any loss of profits, loss of business, depletion of goodwill and/or similar losses, or any loss or corruption of data or information, or pure economic loss, whether direct or indirect, or (b) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 12.3 Subject to clause [12.1](#), Veson’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to the Fees paid by the Customer for the Service in the twelve (12) months immediately preceding the date the relevant cause of

action arose, less any amounts paid or payable by Veson to redress or settle liability under a previous claim due to, under and/or arising out of or in connection with this Agreement (i.e. by court award, settlement agreement or other arrangement). For the avoidance of doubt, in respect of the Free Trial Service, Veson's liability under this Agreement shall be nil.

13. Confidentiality

- 13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 13.2 Subject to clause 13.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 13.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.4 Veson may use Customer's name to identify Customer as a Veson customer of the Service, including on Veson's public website. Veson agrees that any such use shall be subject to Veson complying with any written guidelines that Customer may deliver to Veson regarding the use of its name and shall not be deemed Customer's endorsement of the Service.
- 13.5 The provisions of this clause 13 shall survive termination of this Agreement, however arising.

14. Termination

- 14.1 Either party may terminate the Customer's subscription to the Service by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event 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. Upon any termination for cause by the Customer pursuant to this clause 14.1, Veson will refund the Customer a pro-rata portion of any prepaid Fees that cover the remainder of the applicable Subscription Term after the effective date of termination.
- 14.2 Upon termination of the Customer's subscription to the Service: (a) all rights and subscriptions granted to the Customer under this Agreement will immediately terminate and the Customer will cease using the Service and Veson's Confidential Information; (b) except where the Customer has terminated this Agreement for cause pursuant to clause 14.1, the Customer shall pay all future amounts due under this Agreement, including any Fees due in respect of any period remaining in the then current Subscription Term after the date of termination; (c) the Customer will, and will ensure its Authorised Users, destroy any items relating to the Service (including but not limited to data, software and documentation) in its possession or control, and will remove any Veson software and purge all data supplied by Veson, or obtained through the Service from all electronic media, and will on request provide certification to Veson that it has complied with this clause; and (d) Veson will destroy or return and not retain any of the Customer Data in its possession, subject to and in accordance with clause 9.2 of the Data Processing Addendum.
- 14.3 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination will not be affected or prejudiced. The clauses titled "Definitions," "Confidentiality," "Ownership and Customer Data," "Charges and Payment," "Warranty and Disclaimer," "Liability," "Indemnity," "Termination," and "General" shall survive any termination or expiration of Customer's subscription to the Service.

15. Data Protection

- 15.1 The parties agree to the provisions of the Data Processing Addendum attached at [Schedule 1](#) in relation to the processing of Customer Personal Data by Veson as a Processor (as defined in the Data Processing

Addendum) on behalf of the Customer in the provision of the Service. Each party undertakes to comply with its obligations under applicable Data Protection Legislation.

16. Notices

- 16.1 Where any notice or other communication is to be made under this Agreement, it must be in writing. Notices or communications may be left at, or sent by first class post or registered post to, the address of the party given at the start of this Agreement or any other address they may nominate in writing from time to time.
- 16.2 Any notice required to be given in writing shall be sent by email to each party as follows, or to such different notice details as are notified by one party to the other in writing from time to time:
- to Veson at clients@shipfix.com; and
 - to the Customer at the primary email address registered to the Authorised User's account at the time the notice is sent.
- 16.3 Any notice or communication left at an address of a party in accordance with this clause 14 will be received at the time of delivery. In other cases, any notice or communication will be treated as having been received by the person to whom it is addressed five (5) days following the date of despatch of the notice by post or where the notice is given by email, simultaneously on completion of transmission. However, where in any case, these rules would result in a notice or communication being treated as being received on a day that is not a business day in Paris, France, it will be treated as having been received on the next business day afterwards. To prove the giving of a notice it shall be sufficient to show it was properly despatched.

17. General

- 17.1 **Entire Agreement:** This Agreement and all documents referred to herein contain all of the terms of the agreement between the parties relating to the matters covered in this Agreement and supersede any previous agreement or understanding relating to such matters. Each party acknowledges that it has not relied upon any express or implied representations, warranty, collateral contract or other assurance other than as expressly set out in this Agreement made by or on behalf of the other party at any time before the date of this Agreement. Nothing in this Agreement shall operate to limit or exclude any liability for fraudulent misrepresentation.
- 17.2 **Assignment, Transfer And Sub-Contracting:** The Customer may not transfer or assign any or all of its rights and obligations under the Agreement without Veson's prior written consent. Veson may assign or transfer any or all of its rights and obligations under this Agreement to any affiliate, and may subcontract any of its obligations, in its sole discretion.
- 17.3 **Third Parties:** Nothing in this Agreement confers any right on any person (other than the parties) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.4 **No Partnership, Joint Venture or Agency:** This Agreement will not operate so as to create a partnership, or joint venture, or agency of any kind between the parties. Nothing contained in this Agreement will be so construed as to constitute either party to be the agent of the other. Neither party will have any authority to make any commitments on the other party's behalf.
- 17.5 **Severance:** If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired. If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
- 17.6 **Waiver:** A waiver of any right, power, privilege or remedy provided by this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. For the avoidance of doubt, any omission to exercise, or delay in exercising, any right or remedy under this Agreement will not constitute a waiver of that, or any other, right or remedy.
- 17.7 **Cumulative Rights:** The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.
- 17.8 **Inadequacy of Damages:** Without prejudice to any other rights or remedies that Veson may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Customer. Accordingly, Veson shall be entitled to the remedies of

injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

18. Variations

18.1 Subject to clause 18.2, any variation of this Agreement and/or of any of the documents referred to in it is valid if it is in writing and signed by or on behalf of each party.

18.2 The Service is subject to this Agreement only, to the exclusion of any other terms which would otherwise be implied by trade, custom, practice or course of dealing. Nothing contained in any Customer purchase order, acknowledgement or terms and conditions or invoice will in any way modify or add any additional terms to this Agreement and conditions. Veson reserves the right to amend this Agreement from time to time as it relates to third party data available on the Service or to comply with the instructions and requirements of its suppliers and licensors.

19. Governing Law and Jurisdiction

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, will be governed by and construed in accordance with the laws of England and Wales.

19.2 Without prejudice to the express rights of termination set out in this Agreement, both parties will attempt in good faith to resolve any disputes arising out of, or relating to, this Agreement promptly by negotiations between representatives of the parties who have authority to settle the dispute in question.

19.3 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms part of, and is incorporated into, the Veson Services Subscription Agreement. In this Addendum, “**Customer Personal Data**” means the Personal Data in respect of which the Customer is the Controller and Veson is a Processor. “**Personal Data**”, “**Data Subject**”, “**Personal Data Breach**”, “**Processing**”, “**Processor**” and “**Controller**” will each have the meaning given to them in the GDPR. Capitalised terms used in this Addendum that are not otherwise defined shall have the meaning given to them in the Veson Services Subscription Agreement.

1. DETAILS OF THE PROCESSING

- 1.1 **Categories of Data Subjects.** This Addendum applies to the Processing of Customer Personal Data relating to employees, business contacts and other individuals who are referenced in the Customer’s email communications.
- 1.2 **Types of Personal Data.** Customer Personal Data includes name, employment position, email address, business address, telephone number.
- 1.3 **Subject-Matter, Nature and Purpose of The Processing.** Customer Personal Data will be Processed by Veson for purposes of providing the Service to the Customer as set out in the Veson Services Subscription Agreement. Customer Personal Data will be subject to those Processing activities which Veson needs to perform in order to provide the Service pursuant to the Veson Services Subscription Agreement and the Authorised User Agreement.
- 1.4 **Duration of The Processing.** Customer Personal Data will be Processed for the duration of the Veson Services Subscription Agreement until deletion or return of data as instructed by the Customer under this Addendum.

2. PROCESSING INSTRUCTIONS

- 2.1 The parties acknowledge and agree that the Customer is the Controller, and Veson is the Processor, of the Customer Personal Data. Veson will only Process Customer Personal Data as a Processor on behalf of and in accordance with the Customer’s prior written instructions. Veson is hereby instructed to Process Customer Personal Data to the extent necessary to enable Veson to provide the Service in accordance with the Veson Services Subscription Agreement.
- 2.2 If Veson cannot process Customer Personal Data in accordance with the Customer’s instructions due to a legal requirement under any applicable law of the European Union, its Member States or the United Kingdom, Veson will (i) promptly notify the Customer of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and (ii) cease all Processing of the affected Customer Personal Data (other than merely storing and maintaining the security of the affected Customer Personal Data) until such time as the Customer issues new instructions with which Veson is able to comply. If this provision is invoked, Veson will not be liable to the Customer under the Veson Services Subscription Agreement for failure to perform the Service until such time as the Customer issues new instructions. Veson will also immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation.
- 2.3 Each of the Customer and Veson will comply with their respective obligations under the Data Protection Legislation. The Customer shall ensure that the Customer has obtained (or will obtain) all rights and consents (if required) which are necessary for Veson to Process Customer Personal Data in accordance with the Veson Services Subscription Agreement and Veson’s [Privacy Policy](#).

3. DATA TRANSFERS

- 3.1 In connection with the performance of the Agreement, the Customer authorizes Veson to transfer Customer Personal Data to Veson’s sub-Processors authorized in accordance with clause 6 of this Addendum and who are located outside the European Economic Area (“**EEA**”) and the United Kingdom, provided that Veson shall ensure that appropriate safeguards are in place for such transfers in accordance with the Data Protection Legislation.

4. CONFIDENTIALITY

- 4.1 Veson will ensure that any person whom Veson authorises to Process Customer Personal Data on its behalf is subject to confidentiality obligations in respect of that Customer Personal Data.

5. SECURITY MEASURES

- 5.1 Veson shall implement, and maintain throughout the term of the Veson Services Subscription Agreement at all times in accordance with then current good industry practice, technical and organisational measures to protect against unauthorised or unlawful Processing of, or accidental loss, destruction, or damage to, Customer Personal Data, including all measures required by Article 32 of the GDPR. On request, Veson shall provide the Customer with a written description of the security measures being taken.
- 5.2 Veson shall provide the Customer with assistance necessary for the fulfilment of the Customer's obligation to keep Customer Personal Data secure.

6. SUB-PROCESSING

- 6.1 Customer authorises Veson to appoint sub-Processors to perform specific services on Veson's behalf which may require such sub-Processors to Process Customer Personal Data. We have currently appointed, as Sub-Processors, the Veson Affiliates and third parties listed in [List of Sub-Processors](#) to this Subscription Agreement. Veson will inform Customer of any intended changes concerning the addition or replacement of any sub-Processors and Customer will have an opportunity to object to such changes on reasonable grounds within fifteen (15) days after being notified. If the parties are unable to resolve such objection, either party may terminate the Veson Services Subscription Agreement by providing written notice to the other party.
- 6.2 Veson will enter into a binding written agreement with the sub-Processor that imposes on the sub-Processor substantially the same obligations as apply to Veson under this Addendum. Where any of its sub-Processors fails to fulfil its data protection obligations, Veson will be liable to the Customer for the performance of its sub-Processors' obligations.

7. COOPERATION

- 7.1 During the term of the Veson Services Subscription Agreement, Veson shall, subject to the Customer paying all of Veson's fees at prevailing rates, and all expenses, provide all assistance reasonably required by the Customer, taking into account the nature of the Processing and the information available to the Veson, to:
- 7.1.1 enable the Customer to address any request or complaint received from Data Subjects or any competent data protection authority. Veson shall notify the Customer without undue delay of any request or complaint Veson receives from Data Subjects or from competent data protection authorities regarding Customer Personal Data. Veson shall not respond to any such requests except on the documented instructions of the Customer. The Customer shall be solely responsible for responding to such requests; and
- 7.1.2 ensure compliance with the Customer's obligations under the Data Protection Legislation:
- 7.1.2.1 to respond to requests for exercising the rights of Data Subjects under the Data Protection Legislation; and
- 7.1.2.2 to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk; and
- 7.1.2.3 to conduct data protection impact assessments and consult with data protection authorities, if the Customer is required to do so under the Data Protection Legislation.

8. PERSONAL DATA BREACHES

- 8.1 Veson will notify the Customer as soon as practicable after it becomes aware of any of any Personal Data Breach affecting any Customer Personal Data. At the Customer's request and subject to the Customer paying all of Veson's fees at prevailing rates, and all expenses, Veson will promptly provide the Customer with all reasonable assistance necessary to enable the Customer to notify relevant security breaches to the competent data protection authorities and/or affected Data Subjects, if the Customer is required to do so under the Data Protection Legislation. The Customer is solely responsible for complying with Personal Data Breach notification requirements applicable to the Customer and fulfilling any third-party notification obligations related to any Personal Data Breach.

9. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

- 9.1 Veson will delete or, upon written request submitted by the Customer in accordance with clause 11 of this Addendum within (30) thirty days from termination of the Services Subscription Agreement, return to the

Customer (in such format as Veson may reasonably elect and subject to the Customer paying all of Veson's fees at prevailing rates, and all expenses, for returning the Customer Personal Data to the Customer) Customer Personal Data after the end of the provision of the Service relating to the Processing, and delete existing copies unless the applicable law of the European Union, its Member States or the United Kingdom requires storage of the data.

10. **INFORMATION**

10.1 Veson will at the Customer's request provide the Customer with all information necessary to enable the Customer to demonstrate compliance with its obligations under the GDPR, and subject to the Customer paying all of Veson's fees at prevailing rates, and all expenses, allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, to the extent that such information is within Veson's control and Veson is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party, and provided that such audits shall be carried out with reasonable notice during regular business hours not more often than once per year.

11. **CONTACTS**

11.1 Customer shall submit all the requests and notices relating to Customer Personal Data as set forth in this Addendum to Veson's Data Protection Officer, at the following email address: privacy@shipfix.com.