

CANALEYE GENERAL TERMS AND CONDITIONS

1. Applicability

- 1.1. These General Terms and Conditions are applicable to the CANALeye Service offered by Stephane BVBA to the Customer and to each Use of the CANALeye Services by a Customer and its Authorised Users.
- 1.2. Only these Terms and Conditions are applicable to the Agreement between the Customer and Stephane BVBA regarding the Use of the CANALeye Service. The general terms and conditions of the Customer or any third party are not applicable.
- 1.3. Any other agreement between the Customer and Stephane BVBA, regarding other services than the CANALeye Service, are subject to different conditions that are specific to those services.
- 1.4. The Customer accepts the Agreement including these General Terms and Conditions by submitting the Order Form and/or by each Use by an Authorised User or any third party who Uses the Services through the user accounts of the Customer.

2. Definitions

In these General Terms and Conditions, capitalised terms have the following meaning:

Agreement: the Order Form and these General Terms and Conditions.

Authorised Users: any of the Customer's employees, consultants, service providers and other third parties designated by the Customer who Use the CANALeye Service on behalf of the Customer. Every Authorised User is a named user with a specific login and password combination.

CANALeye Software: the web application enabling features that include looking up and viewing maritime location information, and offered by Stephane BVBA as part of the CANALeye Services.

Confidential Information: all information which a Party discloses to the other Party and which is clearly marked as confidential, or must be considered confidential by its nature, with the exception of information (i) made public without breaching the Agreement; (ii) obtained lawfully from a third

party which is not bound by the obligations of confidentiality; (iii) discovered or developed completely independently by a Party, provided such discovery or development is proven incontestably; and (iv) which was already known by the receiving Party without an obligation of confidentiality.

Customer Data: all text, information and other materials inputted or uploaded by the Customer or Authorised Users through the Services.

Customer: the person or entity indicated on the Order Form.

Data Protection Legislation: all national and/or foreign law and/or regulations applicable to the personal data of the Parties.

Force Majeure: any circumstance outside of the reasonable control of a Party, including (but not limited to) natural disasters, war and military operations, national or local emergencies, acts or negligence of the government, economic disputes, fire, water damage, explosions, interruption of telecom and Internet services (including due to "denial of service" attacks and other similar attacks) and bugs in the software of third parties.

Free Trial: means the free trial described in clause 9.

General Terms and Conditions: this document with the title "CANALeye General Terms and Conditions".

Internet Access: all Internet and network access, equipment, software and services needed to access the Services.

Maximum Number of Users: the maximum number of Authorised Users who can use the Services, as indicated on the Order Form or as subsequently agreed by purchasing additional Authorised User accounts.

Order Form: the web-based Order Form used by the Customer to order the Services and which forms part of this Agreement.

Party or Parties: Stephane BVBA and/or the Customer.

Services (or CANALeye Services): the web-based services provided using the

CANALeye Software offered by and managed by Stephane BVBA.

Stephane BVBA: Stephane BVBA, with registered head offices at Generaal Lemanstraat 4, 2600 Antwerp, Belgium and with company number 0884.709.878.

Usage Fees: the fees to be paid by the Customer for the Use of the Services as indicated on the web Order Form.

Use: any access and/or use of the Services. "Usage" must be construed in accordance with Use.

Vessel: ship or any watercraft regarding which information is provided in the context of the Services.

3. The Services Provided by Stephane BVBA

3.1. The Services

(a) Stephane BVBA provides the following Services described exhaustively under the Agreement:

- (i) setup and configuration of the CANALeye Software in accordance with the Order Form for the Customer; and the activation of the accounts of the Authorised users;
- (ii) Stephane BVBA will provide access to the CANALeye Software to the Customer and its Authorised Users to Use the CANALeye Software in accordance with the Agreement; and
- (iii) Stephane BVBA will store Customer Data and the Customer's settings in accordance with the features provided by the CANALeye Software.

(b) Only in the event that this is specifically indicated on the Order Form, Stephane BVBA will advise the Customer by email on how to Use the Services and the CANALeye Software. Stephane BVBA may impose limits on the support provided. Despite all efforts, Stephane BVBA cannot guarantee the accuracy, completeness or timeliness of the interactions or the support provided. Support is provided on workdays during the normal operating hours of Stephane BVBA.

(c) Unless the Customer opts out, Stephane BVBA will periodically inform the Customer regarding the Services by email.

3.2. CANALeye Software

(a) Provided always that the Customer fulfils its obligations under the Agreement, Stephane BVBA grants the Customer, solely in the framework of Usage of the Services, a non-exclusive, non-transferable and revocable license to Use the CANALeye Software, and have its Authorised Users Use the CANALeye Software, for the duration of the Agreement. The Order Form may contain additional restrictions.

(b) Unless agreed otherwise in writing, the Usage rights only extend to using the website of the CANALeye Software, never the source code of the CANALeye Software. The source code of the CANALeye Software and the technical development documentation is not provided under any circumstance to the Customer.

(c) Unless agreed otherwise in writing, Stephane BVBA is not obligated to provide access to any other software than the CANALeye Software, including any software needed to use or access the CANALeye Software.

3.3. The Services in general

(a) Stephane BVBA will make reasonable efforts to provide the Services, including in accordance with any additional written arrangements if applicable. All Services are performed as obligations of means ("*middelenverbintenissen*" / "*obligations de moyen*").

(b) All time limits are indicated by Stephane BVBA to the best of its abilities. Such time limits are indicative.

(c) The Customer accepts that Stephane BVBA can reasonably suspend the Services: (i) in the event a breach of the Agreement is suspected; (ii) in the event of an attack on the IT systems of Stephane BVBA; (iii) if the law requires it; (iv) to reduce any harmful effects to the Customer or other Customers to a minimum; and/or (v) for preventive, corrective or adaptive maintenance.

(d) Stephane BVBA will endeavour to (i) reduce the length of such suspension as much as possible; (ii) suspend the Service outside of office hours (in Belgium) as much as possible; and (iii) reasonably inform the Customer in advance.

(e) Stephane BVBA, its licensors and service providers retain all property and rights in the software, hardware and intellectual property used in the provision of the Services. Nothing in this agreement will be interpreted as a transfer of property from Stephane BVBA (or its licensors or service providers) to the Customer.

4. Use of the Services by the Customer

4.1. The Customer will not allow any person other than the Authorised Users to Use the Services. The login and password information of Authorised Users may not be shared and only the named Authorised User may access the Services. No simultaneous logins of a single Authorised User are allowed and only one device at a time per Authorised User may be used to access the Service. The Maximum Number of Users is indicated on the Order Form, or as agreed subsequently in the event that the Customer purchases additional Authorised User accounts.

4.2. The Customer accepts to be responsible for each Use of the Services by the Authorised Users and/or other third party who, through the Customer, Uses the Service. The Customer will present the Agreement to each Authorised User, will respect the Agreement and guarantees that the Authorised Users will respect the Agreement.

4.3. The Customer accepts the Usage limitations indicated on the Order Form.

4.4. The Customer accepts that in order to add extra Authorised Users exceeding the Maximum Number of Users indicated in the Order Form, an additional Usage Fee will be payable for additional users. Such additional Usage Fee will be due based on the applicable charges indicated on the Order Form or as communicated to the Customer in accordance with clause 13.

4.5. The Customer acknowledges that the Service is intended to provide general maritime location information and not intended as a navigational aid. The information obtained through the Service is obtained from

Stephane BVBA's data sources and Stephane BVBA cannot guarantee that all information it receives from these data sources is accurate, exhaustive or timely.

4.6. The Customer accepts to be solely responsible for: (i) any decisions taken by the Customer as a consequence of its Use of the Service; (ii) its Use of the Service; and (iii) all consequences for the Customer of third parties from its Use of the Services.

4.7. The Customer agrees to defend Stephane BVBA and to hold it harmless for any damages, costs, losses, delays, claims of third parties and any liability incurred as a consequence of a breach of the Customer (or its Authorised Users) of its obligations, responsibilities and/or guarantees given under the Agreement.

4.8. The Customer is solely responsible for the costs related to its Internet usage and the equipment and software needed to access the CANALeye Software. Stephane BVBA is not responsible for the reliability, security or the performance of Internet access, or to provide support regarding the client's Internet access, or the equipment and software needed to access the CANALeye Software.

4.9. The Customer agrees to keep the logins and passwords of any Authorised Users strictly confidential and not communicate them to any person who is not an Authorised User.

4.10. Each Use of the Services (including the CANALeye Software) is only permitted for the Customer's normal internal professional purposes. The Customer may purchase Authorised User accounts for its own customers and grant them access to the CANALeye Software but may not, partially or fully, resell, rent out, redistribute, transfer, disclose or repurpose, or in any other way offer the Services to a third party, including the information obtained from the Services.

4.11. Unless agreed to in writing by Stephane BVBA, the automated Use of the Services is prohibited, including through bots, website scraping, scripts and bulk automated access.

4.12. The Customer will not and guarantees that its Authorised Users will not: (i) use, store or send any Customer Data using the Service if such information infringes the rights of third parties, is threatening, libellous or obscene, or otherwise use the Services for illegal

purposes; (ii) introduce harmful software code, files or scripts in the systems of Stephane BVBA; (iii) disrupt the integrity of the Services; or (iv) gain unauthorised access to the systems of Stephane BVBA.

- 4.13. Except as permitted by the applicable law, the Customer does not have the right to: (i) adapt, modify, copy or make derivative works of the CANALeye Software; (ii) reproduce, distribute, reverse engineer, decompile or translate the CANALeye Software, or any of its components; (iii) create a product that is substantially similar to the CANALeye Software; and/or (iv) copy any of the layout, features, look and feel or characteristics of the CANALeye Software.

5. Customer Data

- 5.1. The Customer is and remains the owner of the Customer Data. Such Customer Data will include data inputted or uploaded by the Customer or Authorised Users through the Services, but always exclude any information received or obtained through the Service. The Customer grants to Stephane BVBA a transferrable, irrevocable license to use the Customer Data, to modify and reproduce them, for the duration of the Agreement, insofar as needed to provide, maintain, secure or modify the Services.
- 5.2. The Customer is responsible for the accuracy, quality, integrity, legality and appropriateness of the Customer Data. The Customer guarantees that (i) the Customer Data (a) comply with the applicable law; (b) do not infringe intellectual property rights, contractual rights or other rights (including the rights of third parties); and (c) are collected and processed for the Customer in conformity with the Data Protection Act; and (ii) each use of the Customer Data by Stephane BVBA in accordance with the Agreement will not lead to any infringement by Stephane BVBA of (a) any applicable laws or regulations or (b) any intellectual property, contractual or other rights of third parties.
- 5.3. The Customer accepts that Stephane BVBA has the right to delete the Customer Data without notification in the event that Stephane BVBA (a) reasonably believes that the Customer Data infringes applicable laws or regulations, this Agreement; or (b) is asked by a court or administrative instance to delete the Customer Data.

6. Guarantee

- 6.1. Stephane BVBA will make efforts to ensure that (i) the Services are provided in good faith; and (ii) the availability of the Services and the CANALeye Software is maximised. The Customer accepts that no full or continuous availability can be guaranteed, and that the availability depends on several factors outside of the reasonable control of Stephane BVBA, including, without limitation, the availability of telecommunication networks and the interaction of software from different parties.
- 6.2. In the event that the CANALeye Software does not function in accordance with the guarantee described in clause 6.1, Stephane BVBA will make efforts to correct essential defects within a reasonable amount of time and insofar such defects were notified in writing to Stephane BVBA. Stephane BVBA can delay the repair of the defects until a new version of the CANALeye Software is released. Stephane BVBA reserves the right to apply temporary fixes.
- 6.3. The guarantees provided by Stephane BVBA are not applicable to situations which are not attributable to Stephane BVBA, such as, without limitation: (i) errors due to the incorrect or unauthorised use of the Services; (ii) errors attributable to the Customer or any Authorised Users; and (iii) errors attributable to any interaction between the CANALeye Software and third party software which was not approved in writing by Stephane BVBA.
- 6.4. This clause 6 describes the only guarantees provided by Stephane BVBA in connection with the CANALeye Software and the Services and replaces any other guarantees. Notwithstanding this clause 6, and insofar permitted by law, Stephane BVBA does not provide any guarantees of any kind, explicitly or implicitly regarding the fitness of the Service for a particular purpose, the accuracy, completeness or timeliness of the Services or the regarding the infringement of the rights of third parties. The rights and recourses of the Customer determined in this clause 6 are the only recourses of the Customer for any breach of this clause 6.

7. Processing personal data

- 7.1. The Customer accepts to comply with the applicable Data Protection Legislation when receiving or Using the Services.
- 7.2. In the event that Stephane BVBA, in the context of providing the Services, has access to any personal data or must process any personal data, then the Customer is the “controller” and the Stephane BVBA is a “processor” of such data for the duration of the Agreement, as determined in the Data Protection Legislation.
- 7.3. Stephane BVBA acts with regards to the processing of personal data exclusively on the instructions of the Customer as indicated in the Agreement, who has the final responsibility for the processing of the personal data. The Customer guarantees that its instructions will always be in conformity with applicable law.
- 7.4. The Customer (i) grants Stephane BVBA the right, for any and all Vessels owned or operated by the Customer, to track, display location information or otherwise process data in relation to such Vessels in the context of providing the Services, and (ii) shall procure the right insofar needed for Stephane BVBA for the same from any third parties in relation to such Vessels owned or operated by the Customer.
- 7.5. Stephane BVBA will put in place the necessary technical and organisational measures to protect the personal data against unauthorised destruction, loss, changes, or access and other unauthorised processing of personal data.

8. Confidential Information

- 8.1. Each Party will, with regards to the Confidential Information of the other Party: (i) use and keep such information strictly in confidence; and (ii) not use or communicate to any third party such information except insofar as needed to fulfil the Agreement.
- 8.2. If the receiving Party discloses Confidential Information of the other Party to its employees or any third party, it will impose confidentiality obligations to them which are at least as stringent as those contained in the Agreement.

- 8.3. Each Party has the right to disclose Confidential Information of the other Party to a third party if it is obligated to do so, based on applicable law or a judicial decision. In such case, the Party will make efforts to notify the other Party in writing and insofar as possible agree on the conditions under which the disclosure takes place.

9. Free Trial

- 9.1. With the exception of the fees indicated in clause 10, any free trial of the Service is subject to all the terms and conditions of the Agreement. The length of such free trial period is indicated to the Customer on Stephane BVBA’s website (the “Free Trial”) and may end without notification.
- 9.2. The Customer only has to right to one (1) Free Trial.

10. Fees, invoicing and payment

- 10.1. Unless as explicitly indicated otherwise, all amounts mentioned in the Agreement are (i) in euro; and (ii) exclusive of VAT, or any other applicable taxes.
- 10.2. The Customer pays Stephane BVBA the Usage Fees indicated on the Order Form. All payments by the Customer are final and not refundable.
- 10.3. The Usage Fees are due in advance in accordance to the frequency indicated in the Order Form.
- 10.4. All charges are considered accepted unless the Customer contests the charge, partially or fully within eight (8) days. In such case, any partial amount of the charges that is not contested becomes due.

11. Duration, suspension and termination

- 11.1. The Agreement has the duration indicated on the Order Form.
- 11.2. Each of the Parties has the right to terminate the Agreement without judicial intervention if the other Party is in breach of one or more of its essential obligations under the Agreement, if after one (1) month following the receipt of the written notice, the breach has not been cured.
- 11.3. Notwithstanding clauses 11.1-11.2 and the other rights that Stephane BVBA may have under the Agreement and under the law,

Stephane BVBA has the right to immediately suspend and/or terminate partially or fully the Agreement if the Customer (i) infringes the licensing provisions regarding the CANALeye Software and/or the Usage limitations of the Services; (ii) does not pay the Usage Fees; and/or (iii) is in breach the clauses 8 and/or 14.9.

11.4. In the event of a suspension in accordance with clause 11.3, the right of the Customer to Use the Services (including the CANALeye Software) is temporarily suspended.

11.5. In the event of a termination of the Agreement all licenses and Usage rights of the Customer are terminated immediately. This includes access to the Customer Data, which will be deleted after the termination of the Agreement without notification.

12. Liability

12.1. Notwithstanding clause 12.3 and insofar permitted by law, the total cumulative liability of Stephane BVBA during a calendar year in connection with the Agreement is limited to the Usage Fees paid by the Customer in that calendar year.

12.2. Notwithstanding clause 12.3 and to the extent permitted by applicable law, Stephane BVBA is not liable for any indirect or consequential damage (whether or not such damage was foreseeable), including but not limited to loss of business or revenues, loss of profits, increased costs, disruption of business, claims from third parties, reputational damage, loss of future earnings or personnel costs.

12.3. Nothing in this Agreement excludes the liability of a Party for, or limits the liability of a Party for (i) fraud and wilful misconduct; and (ii) if such limitation is not allowed under the applicable law.

12.4. Each complaint or claim regarding the execution of the Agreement must be notified within ten (10) business days from the moment that the cause of the claim occurs. Under penalty of loss of the right to claim compensation, any claim must be formally introduced within three (3) months from the moment that the cause of the claim occurs.

13. Changes

13.1. Stephane BVBA always has the right to: (i) adapt the Services, release new versions of the CANALeye Software and/or additional functionalities; (ii) put in place access control measures to verify the access to the Services; (iii) move its servers to other locations and data centres. Stephane BVBA is not obligated to maintain, add or change any specific characteristics or functionalities of the Services. Stephane BVBA strives to inform the Customer in the event of essential changes to the Services.

13.2. Stephane BVBA reserves the right to change the terms of the Agreement (including these General Terms and Conditions) and will inform the Customer: (i) by email, using the account email provided by the Customer; (ii) an announcement on Stephane BVBA's website; or (iii) any other method which is deemed reasonable by Stephane BVBA taken into account the changes. Such changes can relate to the Usage Fees, the Maximum Number of Users and other aspects of the Services.

13.3. If the changes to the Services and/or the Agreement, as described in clause 13.1, or 13.2, have a negative impact on the Customer and the Customer does not agree to such changes, the Customer must inform Stephane BVBA by registered letter within thirty (30) days after the announcement of the change by Stephane BVBA. In such case, Stephane BVBA has the right to partially or completely terminate the Agreement, without costs and without judicial intervention.

13.4. If the Customer does not inform Stephane BVBA of its refusal of to accept the changes within the time limit indicated in clause 13.3, the Customer is deemed to have accepted the changes.

14. General

14.1. None of the Parties is liable for any delay or failure to execute its obligations under the Agreement due to Force Majeure.

14.2. The Customer accepts the server log files of the CANALeye Software and the Services as legally binding proof of all transactions and other interactions with the CANALeye Software and the Services.

- 14.3. Stephane BVBA reserves the right to use subcontractors to perform its obligations under the Agreement.
- 14.4. Unless explicitly determined otherwise, the rights or recourses of a Party under the Agreement do not prejudice the other rights or recourses of that Party under the Agreement or the applicable law.
- 14.5. Each notification, communication or announcement to be made by the Customer under the Agreement must be made to info@canaleye.be.
- 14.6. Stephane BVBA has the right, subject to the prior written agreement of the Customer, for the duration of the Agreement and for a period of five (5) years thereafter to use the name, logos and trademarks of the Customer on its website, in press releases, commercial and promotional materials and any other media to indicate that the Customer is or was a customer of Stephane BVBA.
- 14.7. Not using a right, penalty or not bringing a claim by Stephane BVBA is not a waiver of such right, penalty or claim.
- 14.8. If one or more of the clauses of this Agreement are invalid according to the law or final judgment, the other clauses will remain in force. The Parties agree to replace the invalid clause by a new clause that has, as much as possible, the same objective as the invalid clause.
- 14.9. The Customer may only transfer its rights and obligations under the Agreement if he received the prior and written agreement of Stephane BVBA, and its successor agrees to bound by the Agreement. Stephane BVBA will have the right to refuse the transfer of rights at its sole discretion. Stephane BVBA will have the right to transfer its rights and obligations under the Agreement to its affiliates or in the event of a merger or acquisition involving Stephane BVBA.
- 14.10. The dispositions of the Agreement that are meant to continue to remain in force after the end or termination of the Agreement will remain in force after the Agreement ended or terminated.
- 14.11. Belgian law exclusively governs the Agreement and the courts of Antwerp will exclusively resolve any dispute in connection with the Agreement.