K-FLEET STANDARD CONDITIONS FOR SALE

STANDARD CONDITIONS FOR SALE (ON-PREM SOFTWARE)

1. GENERAL

1.1 These Standard Conditions for Sale form an integral part of all contracts for the sale, installation and support of Contractor's Software. The contract documents (the "**Contract**") shall consist of: (i) the mutually agreed "**Main Contract Document**" (if any), (ii) Contractor's "**Quotation**" specifying the scope of the Work, (iii) these "**Standard Conditions**", (iv) any other contract documents specifically referred to in the mutually agreed Main Contract Document (if any) or Quotation and incorporated by reference.

1.2 The Contract shall override and supersede any contrary, different or additional conditions or terms of purchase contained or referred to in the Customer's communications, purchase order or otherwise.

1.3 If a conflict arises between the terms of the documents forming the Contract, these Standard Conditions shall take precedence.

2. FURTHER DEFINITIONS

2.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party; and control means directly or indirectly, controlling or owning more than fifty (50) percent of the outstanding voting rights or shares of an entity.

2.2 "**Applicable Laws**" means any applicable law, order, decree, ordinance, statute, regulation, rule, directive or decision issued by any country, state, governmental body or authority, including any acts issued by the European Union, as well as all applicable case law, binding recommendations and binding guidelines by relevant regulatory bodies on the above (as applicable in the case concerned) that are applicable to the activities performed under this Contract in any of the jurisdictions where they are performed from time to time.

2.3 "**Confidential Information**" means all technological, financial, commercial or other information or data of a proprietary or confidential nature in any form or format (e.g., written, electronic, visual, oral, or otherwise).

2.4 "**Contract Price**" means the payment to be made for Contractor's performance of the Work and any adjustments thereto as agreed by the parties, including the license fees for the Software.

2.5 "**Contractor**" means K-Sim AS or an Affiliate of K-Sim AS that enters into the Contract with the Customer.

2.6 "**Contractor Group**" means (i) Contractor, (ii) Contractor's subcontractors of any tier, (iii) Affiliates of Contractor or a subcontractor of any tier, and (iv) any of the foregoing entities' directors, officers, employees, or consultants, but shall not include any member of Customer Group.

2.7 "**Customer**" means the person or entity that enters into the Contract with the Contractor.

2.8 "**Customer Group**" means (i) Customer, (ii) Customer's subcontractors of any tier, (iii) Affiliates of Customer or a subcontractor of any tier, and (iv) any of the foregoing entities' directors, officers, employees, or consultants, but shall not include any member of Contractor Group.

2.9 "**Documentation**" means documentation and/or user manuals included with the Work, and any other materials provided to the Customer by the Contractor to supplement the Work and/or user manuals.

2.10 "**Effective Date**" means the date on which the Contract enters into full force and effect, as specified in the Contract.

2.11 "**Gross Negligence**" means an act or omission which is conscious and shows a voluntary disregard of the need to use reasonable care, and which is likely to cause foreseeable grave injury or harm to persons, property, or both.

2.12 "**Intellectual Property**" means all work of authorship, procedures, designs, inventions and discoveries, and, in each case, in all forms, formats, languages and versions.

2.13 "**Intellectual Property Rights**" means all right, title and interest in and to any Intellectual Property, in all territories, under any and all applicable bodies of law (including, without limitation, under the laws of copyright, patent trademark, trade usage and trade secrets), and all applications, registrations, renewals, extensions, restorations and resuscitations relating to any of the foregoing.

2.14 "**Services**" means the services that Contractor has agreed to provide to Customer under the Contract.

2.15 "**Software**" means the software and/or modules and/or applications that Contractor has agreed to provide to Customer under the Contract, and which may include software licensed from third parties, together with other software and/or applications subsequently delivered by Contractor to Customer and all updates, upgrades or future versions of the same.

2.16 "**Tax**" or "**Taxes**" means all federal, regional, local, income, alternative minimum, gross receipts, sales, value added, transfer, franchise, withholding, payroll, excise,

stamp, environmental, custom, duty or other tax, governmental fee or other similar, together with any interest, penalty, addition to tax, as imposed by any Applicable Laws or taxing authority.

2.17 "**Work**" means the work to be carried out by the Contractor pursuant to the Contract and thus includes the supply of Software, Documentation and the performance of Services.

3. THE WORK

3.1 Contractor undertakes to perform the Work in accordance with the provisions of the Contract, in consideration for payment of the Contract Price by Customer to Contractor.

3.2 The Work and all requirements for the Work shall be exhaustively specified in the Contract. The Contractor shall have no responsibility or obligation in respect of the Work unless and to the extent expressly set out in the Contract.

3.3 If Contractor's performance of the Work is in any way dependent upon or affected by Customer's provision of any documentation, information, access or other kinds of work, then Customer shall provide the forgoing and otherwise perform all of its obligations as specified in the Contract in a timely manner so as to not delay Contractor's performance of the Work.

3.4 Customer shall be responsible for and bear the risk in connection with the accuracy, suitability and completeness of all documentation, information and other work provided by Customer Group. Contractor is not responsible to control or correct such work or for any consequences that may occur as a result of Customer's delay in providing such, or for default or errors therein. The foregoing shall also apply to all interfaces which are not specified to form part of the Work.

4. SOFTWARE LICENSE GRANT, OWNERSHIP AND RESTRICTIONS

4.1 Subject to the terms and conditions of the Contract and the payment in full by Customer of the Contract Price, Contractor grants to Customer a perpetual, non-exclusive, non-transferable, limited license to use the Software and the Documentation. Use of the Software and the Documentation shall be limited to the use as specified in the Contract or if not so specified, limited to regular use.

4.2 Customer shall not allow the unauthorized use of the Software or the Documentation and will first notify Contractor and pay additional fees pursuant to Contractor's then current price list for any additional use.

4.3 Unless specifically allowed for in the Contract, the Customer shall not copy, reproduce, modify, adapt, translate, reverse engineer, decompile, or disassemble the Software or the Documentation. Customer shall not develop derivative work which is intended to be functionally equivalent substitutes for the Software, the Documentation or parts thereof.

4.4 Full title to and ownership of the Software and the Documentation, including all copies, derivatives or future versions thereof, and all rights therein including without limitation all Intellectual Property and Intellectual Property Rights in or to the Software and the Documentation, shall remain with Contractor or its licensors. No Intellectual Property and Intellectual Property Rights, title or ownership in or to the Software and the Documentation or any part or modification or future version thereof is transferred to Customer.

4.5 Customer shall not remove or alter the Contractor's or any third party's ownership-, trademark-, copyright-, or other proprietary notices on the Software or Documentation.

4.6 Customer acknowledges that no software is error free. Customer shall be solely responsible for taking all precautions, such as data backup, testing and all other appropriate data security procedures, which are necessary in order to ensure that errors in the Software and the Documentation do not cause negative consequences.

5. INSTALLATION AND COMMISSIONING

5.1 If installation and commissioning Services are part of the Work, the following shall apply:

5.1.1 The parties shall agree on a date, time and location for installation and commissioning of the Software on Customer's vessel or site.

5.1.2 The Contractor shall send to the vessel or site one or more representatives to act on behalf of the Contractor and to supervise installation and commissioning of the Software. The Customer shall ensure that the representative(s) has the necessary accesses to the vessel or site during normal working hours. Such access includes but is not limited to necessary security clearances. Customer shall ensure that Contractor's personnel are allowed to perform the Services in a continuous manner and without interruptions.

5.1.3 Before Contractor's representative(s) enter(s) the vessel or the site (as the case may be) the Customer shall (i) inform the Contractor of all relevant safety regulations in force at the vessel or site and (ii) ensure

that the vessel or site complies with all Applicable Laws.

5.1.4 Contractor's personnel shall be entitled to refuse to perform the Services if the working environment at the vessel or site (as the case may be) is deemed unsafe or dangerous according to standard industry practice in Western Europe.

5.1.5 The Customer shall ensure that the Contractor's representative(s) shall be able to obtain suitable and convenient board and lodging.

6. DELIVERY

6.1 The time for delivery shall be as stated in the Contract.

6.2 The Contractor shall be entitled to an extension of the time for completion if delay occurs due to: (i) any of the circumstances referred to in Clause 17, or (ii) variations under Clause 8 or (iii) an act or omission on the part of the Customer, its subcontractors or any other third party.

6.3 If the Contractor is entitled to an extension under Clause 6.2, such extension shall be sufficient, taking into account the total effect of the delay to the Contractor's activities.

6.4 Delivery of the Software shall be considered as completed when the Software is first made available to the Customer.

7. MAINTENANCE & USER SUPPORT SERVICES

Contractor will provide Maintenance & User Support ("**M&S**") Services in accordance with Annex A – M&S Terms to these Standard Conditions.

8. VARIATIONS

8.1 The Customer may require variations in writing to the originally agreed scope of supply during the term of the Contract. Such request shall contain an exact description of the variation required. The Contractor may also request variations to the Work if deemed advisable or recommendable.

8.2 Within reasonable time after receipt of a request for a variation, the Contractor shall notify the Customer in writing of its proposal to implement the variation and the resultant adjustments to the Contract Price, the date of delivery and other terms of the Contract. The Contractor shall have no obligation to implement variations requested by the Customer until the parties have agreed in writing on the adjustments to the Contract Price, the date of delivery and other terms of the Contract.

9. PAYMENT AND TAXES

9.1 The Customer's use and access rights to the Work shall be subject to the timely payment of the fees contained in the Contract. Payment of all fees shall be made by Customer within thirty (30) calendar days receipt of a valid invoice from Contractor. Contractor is entitled to charge late payment interest on any late payment in accordance with the Norwegian Interest on Overdue Payments Act, calculated from the first day of late payment.

9.2 Customer shall pay for the Work in the currency stated in the Contract.

9.3 All prices are exclusive of sales, use, value added (VAT), Goods and Service (GST), and similar indirect taxes, import taxes and custom duties, whether imposed currently or in the future. In the event Contractor is required to pay any such indirect taxes, Customer shall reimburse Contractor according to Contractor's instructions.

9.4 If any Taxes, which are not excluded under Clause 9.3, are required by Applicable Laws to be withheld from amounts paid or payable to Contractor, the Customer shall: (i) gross-up the price for the Tax, (ii) withhold and remit such Tax as required by Applicable Laws to the applicable tax jurisdiction, (iii) furnish to Contractor without undue delay, and under no circumstances later than hundred and eighty (180) days, a tax certificate from the relevant tax authority, or, if not available, other acceptable proof of payment of the Taxes paid to establish the withholding amount, its recipient, and its basis, as required by the Customer's tax authorities.

9.5 To the extent beneficiary Tax rates are available under Clause 9.4, item (iii), Contractor shall provide to the Customer a Certificate of Residence document prior to payments being made.

9.6 Customer is responsible for paying all Taxes associated with its purchase(s) under the Contract. For the avoidance of doubt, Contractor shall always be responsible for Contractor's income tax. Any increase or other changes in Taxes shall be carried by the Customer or Contractor in accordance with the liability for such Taxes in the Clauses above.

9.7 The Customer may direct Contractor in writing to invoice any of its Affiliates for sums payable under the Contract. Such direction from Customer must include a reference to the applicable vessel(s)/sites and the name, registration number, email and invoicing address of the Affiliate. Customer shall indemnify Contractor in the event that any such Affiliate fails to make payment of a valid invoice from Contractor in accordance with the Contract. Contractor may reject such Customer direction if it believes that such

transaction will or may be in violation of any Applicable Laws. Customer shall not direct Contractor to issue invoices to an Affiliate which is directly or indirectly subject to sanctions where "sanctions" means any applicable economic, trade or financial sanctions laws, export control laws regulations, embargoes, or restrictive measures enforced, enacted or administered by any relevant and applicable authority. Customer shall indemnify and hold Contractor harmless with respect to all losses, damages, claims, expenses (including without limitation legal fees), fines and judgments incurred by Contractor as a result of or in connection with Contractor, at Customer's direction, invoicing and receiving payments from an Affiliate, which is directly or indirectly subject to sanctions as defined herein.

9.8 All fees are subject to an annual price increase pursuant to the Norwegian Consumer Price Index, available at https://www.ssb.no/en/priser-og-prisindekser/konsumpriser/statistikk/konsumprisindeksen, with the first adjustment taking place twelve (12) months following the Contract Effective Date.

10. WARRANTY

10.1 For the duration of the warranty period as specified in the Contract, or if no warranty period is specified, for a period of sixty (60) calendar days from the date when the Software was made available to Customer, Contractor warrants that the Software shall perform substantially in accordance with the specifications published in the Documentation.

10.2 Customer's sole and exclusive remedy for any breach of the warranty provided under this Clause 10 shall be for Contractor to replace at no additional charge that portion of the Software found to be defective. If Contractor fails within a commercially reasonable amount of time to correct or replace the defective Software, Customer's sole and exclusive remedy shall be to receive direct damages not to exceed the license fees then paid to Contractor under the Contract. Contractor does not represent or warrant, and Customer agrees that it has not relied on any such representations or warranties of Contractor, that the Software will meet all Customer's requirements or that its operation will be uninterrupted or error free.

10.3 THE WARRANTY PROVIDED IN THIS CLAUSE 10 IS IN LIEU OF, AND CONTRACTOR DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE WORK OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, DESIGN DEFECT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOMER USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE WORK OR ANY PART THEREOF.

11. TERM AND TERMINATION

11.1 The term of the Contract shall be specified in the Main Contract Document or another Contract document.

11.2 Each party may terminate the Contract in whole or in part for cause and with immediate effect if the other party: (i) is in material breach of any of its obligations hereunder and fails to remedy and cure the default within thirty (30) calendar days following written notice from the other party, or (ii) commits a material breach of the Contract which is not capable of remedy, or (iii) is repeatedly in breach of the Contract, or (iv) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into either voluntary, or compulsory liquidation or a receiver or administrator is appointed over their assets.

11.3 Each party may further terminate M&S Services in whole or in part for convenience in accordance with Annex A – M&S Terms to these Standard Conditions.

12. EFFECT OF TERMINATION

12.1 Upon termination of the Contract for cause by Contractor, all licenses hereunder shall terminate and Customer shall immediately cease use of and shall return to Contractor all copies of the Software and the Documentation.

12.2 In the event the Customer terminates the Contract due to Contractor's breach, Customer shall be entitled to a pro-rata reimbursement of any fees pre-paid for the remainder of the Contract term following the effective date of termination.

12.3 Should Contractor terminate the Contract due to Customer's material breach, Customer shall not be entitled to any reimbursement of fees paid.

13. INFRINGEMENT OF IPR

13.1 In the event that any third party makes a claim or demands or initiates legal proceedings based upon a claim that any of the Work infringes such third party's intellectual property rights (an "**Action**"), the Contractor will, subject to the provisions herein, defend and indemnify the Customer and keep him indemnified for costs and damages, provided that: (i) the Customer immediately informs the Contractor of such Action in writing; (ii) the Customer does not make any admissions that prejudices, or might prejudice the defence of the Action; (iii) the Contractor is given complete control over the defence of the Action and over all negotiations relating to the Action; and (iv) the Customer provides the Contractor with all assistance requested by the Contractor.

13.2 If the Customer becomes the subject of, or in the Contractor's sole opinion there is a risk that the Customer could become the subject of an Action, the Contractor shall have the right, at its own expense and at its sole discretion to carry out an exchange or modification to the Work so that it no longer infringes the third party's intellectual property rights.

13.3 The Contractor's obligations as set forth above shall not apply and the Contractor shall not be responsible or liable for any infringement of third party intellectual property rights resulting from: (i) the use of its Work with any other software, documentation or equipment, if the infringement would not otherwise occur; (ii) any modifications to the Work not performed by the Contractor; if the infringement would not otherwise occur.

13.4 The parties agree that these Standard Conditions set forth the Contractor's sole and exclusive responsibility and liability to the Customer in the event that the Work is held to infringe the intellectual property rights of any third party.

14. MUTUAL INDEMNITIES

14.1 Contractor shall be responsible for and shall indemnify, defend and hold harmless Customer Group from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of: (i) loss of or damage to property of Contractor Group arising directly or indirectly as a result of or in connection with the Contract whether such property is leased, owned or operated, as well as any deliverable under the Contract until its delivery to Customer, and (ii) personal injury including death or disease to any member of Contractor Group arising directly or indirectly as a result of or in connection with the Contract.

14.2 Customer shall be responsible for and shall indemnify, defend and hold harmless Contractor Group from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of: (i) loss of or damage to property of Customer Group arising directly or indirectly as a result of, or in connection with, the Contract, whether such property is leased, owned or operated as well as any deliverable under the Contract after its delivery to Customer; and (ii) personal injury including death or disease to any member of Customer Group arising directly or indirectly as a result of, or in connection with, the Contract.

14.3 All exclusions and indemnities given under this Clause 14 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law, but shall not apply in cases of Gross Negligence or wilful misconduct on the part of the indemnified party and shall not release the indemnified party from an obligation to mitigate any losses suffered by it or a member of its Group.

14.4 If either party receives a claim that the other party might be obliged to indemnify, the indemnifying party shall be promptly notified in writing about the existence and nature of the claim. Both parties shall provide reasonable assistance to each other in the defence of any such claim and neither party shall without the consent of the other settle a claim which shall be indemnified by the other party. If a legal proceeding is initiated against either party, whether by court action or arbitration, the other party shall have the right to be added to such proceeding as an additional party.

15. LIMITATION OF LIABILITY

15.1 TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF CONTRACTS OR LOSS OF BUSINESS, ARISING OUT OF TORT (INCLUDING NEGLIGENCE), CONTRACT, CASE LAW OR ANY OTHER LEGAL DOCTRINE,

EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 THE AGGREGATE LIABILITY OF CONTRACTOR AND ITS GROUP FOR ANY CLAIM WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION WILL UNDER NO CIRCUMSTANCES EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CONTRACTOR DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD BEFORE THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE. IN THE EVENT THE WORK IS PROVIDED FREE OF CHARGE UNDER THE CONTRACT THEN THE AGGREGATE LIABILITY OF CONTRACTOR AND ITS GROUP FOR ANY CLAIM WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION WILL UNDER NO CIRCUMSTANCES EXCEED EUR 5.000.-. FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS OF LIABILITY IN THIS CLAUSE 15 DO NOT APPLY TO THE INDEMNITIES IN CLAUSE 14.

15.3 The Customer and the Contractor intend that their respective rights, obligations and liabilities as provided for in this Contract shall be exclusively set forth herein and thus exhaustive of the remedies, rights, obligations and liabilities that may arise in respect or in consequence of a breach of contract or of statutory duty or a tortious or negligent act or omission at statutory and/or common law.

16. CONFIDENTIALITY

16.1 The parties shall treat as confidential and shall not disclose Confidential Information received from the other party to any employee or third party unless the employee or third party have a need to know such proprietary information in order to carry out work in support of the Contract. The parties shall not use such Confidential Information for any other purpose than to carry out work in support of the Contract as well as to the extent necessary to make use of the Software and Documentation for the permitted purpose pursuant to the Contract. The parties shall ensure that any third party given access to the Confidential Information is bound by confidentiality obligations no less strict than those set forth herein.

16.2 If the Contract is terminated or cancelled, any Confidential Information exchanged between the parties shall be promptly deleted together with any copies thereof.

16.3 The confidentiality obligations and use restrictions set forth herein do not apply to Confidential Information which the receiving party can properly demonstrate by documentary evidence: (i) is already known to the receiving party at the time it is obtained from the disclosing party, free from any obligations to hold such information in confidence, or (ii) is independently developed by the receiving party, or (iii) has become publicly known, or (iv) is rightfully received from a third party without restrictions, or (v) is required to be disclosed by law, regulation, court order, or the rules of any securities exchange, or (vi) is approved for release or use by prior authorization in writing by the disclosing party.

16.4 This Clause 16 shall survive the Contract for a period of ten (10) years following the expiry or termination of the Contract.

17. FORCE MAJEURE

Any delay in the performance of any duties or obligations of either party (except the payment of any amounts owed) will not be considered a breach of the provisions of the Contract if such delay is caused by restrictions or changes in Applicable Laws, epidemics or pandemics, labor disputes, acts of God, terror, war, civil unrest, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, cyber-attacks, storms or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

18. EXPORT CONTROL

18.1 The Customer shall use the Work in compliance with Applicable Laws. The parties acknowledge that the Software, Services and Documentation or parts thereof may be subject to Norwegian, UN, EU, US, UK and any other applicable present or future national or international export control and sanctions laws and regulations concerning import, export or re-export of the Software, Services and Documentation ("**Trade Controls**"). Each of the parties agree that they will strictly comply with all Trade Controls. As such each party warrants and undertakes that they will not import, export, re-export, or otherwise provide either directly or indirectly, in part or in full, any Software, Services and Documentation (or access thereof) without complying with the Trade Controls and any related governmental instructions, licenses or requirements.

18.3 Customer warrants that Customer Group and, where applicable, its vessels, are not:

(i) Located or registered in a Restricted Location. A Restricted Location being a location in or under the control of any country or other territory subject to a general export or trade embargo imposed under the Trade Controls, which as of October 2024 includes Cuba, North Korea, Iran, Syria, the Crimea Region of Ukraine, Russia, Belarus (inclusive of any Russian and Belarus territory, economic zones and waters and territories annexed or occupied by Russia and Belarus). For the avoidance of doubt, the mere navigation of vessels through the territorial waters of a sanctioned country, as part of innocent passage under the United Nations Convention on the Law of the Sea (UNCLOS), shall not constitute a breach of this Clause, provided that no other sanctionable activity, such as trade or financial transactions, occurs in relation to such passage.

(ii) Listed as, or under the management (including commercial management, technical management, or ISM (International Safety Management) management) or ownership of a Restricted Individual or Entity. A Restricted Individual or Entity being anyone included on any restricted party lists, maintained under any applicable Trade Controls, including those restricted party lists maintained by (1) OFAC (including, without limitation, the Specially Designated Nationals List); (2) the U.S. Department of Commerce, Bureau of Industry and Security (including, without limitation, the Entity List); (3) the EU; (4) the UN; or (5) any other applicable governmental authority (collectively, "Restricted Party Lists"). Restricted Entities include those in which any party listed on the Restricted Party Lists holds, directly or indirectly, a 50% or greater ownership interest.

(iii) Engaged in a Restricted End Use. A Restricted End Use being (A) the creation or proliferation of nuclear, chemical or biological weapons, (B) nuclear facilities not under IAEA safeguards and (C) any military use.

18.3 A breach by the Customer of any such laws and regulations shall be deemed a material breach of this Contract and the Customer shall indemnify, defend and hold Contractor harmless from and against any claim, damage and cost arising out of or in connection with such breach. Contractor is also entitled to terminate this Contract with immediate effect without any further liability to the Customer, including payment of any compensation.

19. ASSIGNMENTS AND TRANSFERS

19.1 Customer's rights and obligations under the Contract may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, including in the case of mergers, without Contractor's prior consent.

19.2 Contractor has the right to, without prior notice or approval, assign or transfer any of its rights and obligations to (i) any Affiliate or (ii) to any entity in the event of a transfer of Contractor's business related to the Work.

20. SEVERABILITY

The parties agree that should any provision of this Contract violate any Applicable Laws, such provision shall be deemed severable and modified to comply with such Applicable Laws to the extent such modification will give meaning to the intent of the parties.

21. SURVIVAL

Except as expressly stated elsewhere in the Contract, all covenants, warranties, indemnities, representations, acknowledgements and agreements in the Contract, which by their nature extend beyond the day of which this Contract comes to an end, shall survive and not be affected by termination of the Contract.

22. DISPUTES AND APPLICABLE LAW

22.1 This Contract and any action related thereto will be governed and interpreted by and under the laws of Norway, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

22.2 Customer hereby expressly consents to the personal jurisdiction and venue in Oslo, Norway. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. The laws of the jurisdiction where Customer is located may be different from Norwegian law. Customer shall always comply with all Applicable Laws that apply to its purchase and use of the Software.

22.3 Any dispute or difference arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be finally settled in accordance with the Norwegian Arbitration Act (the "**Rules**"). It is agreed that (i) the dispute shall be settled by a sole arbitrator appointed in accordance with the Rules; (ii) the place of arbitration shall be Oslo, Norway; (iii) the language of arbitration shall be English; and (iv) any arbitrator appointed must be fluent in written and spoken English. The arbitration award shall be final and binding upon both parties.

23. PUBLICITY & MARKETING

23.1   The parties shall agree upon any press releases or communications with similar effect relating to this Contract or the performance of any obligations hereunder.

23.2   Notwithstanding the foregoing, Contractor may publish a notice about the Contract, as well as use the Customer's name and logo for marketing purposes on its website and

23.2   social media platforms. The Customer grants Contractor the right to use the Customer's Intellectual Property Rights pertaining to the Customer's name and logo solely for this purpose.

Annex A to Standard Conditions for Sale – Maintenance and User Support ("M&S") Terms

Contractor will provide M&S for the Software as set forth below.

1.   M&S Scope

Subject to Customer's obligation to use and maintain the Software properly,

(a) Contractor will remedy defects by using reasonable efforts to provide a fix, patch or workaround procedure.

(b) Customer will be granted access to Contractor's Customer Support which will provide reasonable remote support by telephone and e-mail in respect of Customer's use of the Software. User Support will include remote support such as responses to Customer's questions and general advice in respect of the use of the Software, but will not include any form of on-site support or professional services such as training, installation, testing, commissioning etc, as such services are extra billable work.

(c) During the M&S Term and subject to payment of the annual M&S Fee, Customer is entitled to receive commercial releases for the Software which are made generally available to customers who have purchased M&S. For the avoidance of doubt, all releases shall be deemed to be "Software" for the purposes of the Contract.

(d) Contractor will maintain only the current release of the Software and the release immediately preceding the current release. Contractor reserves the right to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions. If the Customer chooses not to install any release, Contractor will use reasonable commercial efforts to maintain back-level versions of the Software at Customer's request, at extra charge, subject to availability of technical and development staff.

(e) Upon Customer's request, Contractor will provide reasonable notice to Customer on all computer hardware and operating system specifications deemed necessary for the Software to operate within documented specifications. Customer is obligated to maintain its infrastructure, computer hardware and operating systems in accordance with such specifications.

(f) M&S does not include any non-Kongsberg software, custom configuration, product modification, new products, applications and functionality for which Contractor is charging an additional license fee, services at a Customer vessel/site, or for any work product provided by Contractor as separate Software/Services. In the event that a request for Maintenance reveals that the cause of the problem is not an error, defect or malfunction in the Software, Customer shall pay Contractor for its work on a time and materials basis, plus meals, lodging, travel and other reasonably necessary out-of-pocket expenses (if applicable).

(g) Contractor reserves the right, at its discretion, to change these M&S Terms and the policies within it at any time based on prevailing market practices and the evolution of its products. Changes have no impact during any M&S Term for which the corresponding Fees have already been paid for by Customer.

1.1   Handling of defects

Customer shall report and Contractor shall repair defects as further specified below.

There is a defect if:

a.   the Software does not conform to the Documentation; or

b.   there is a coding error in the source code of the Software, or an incorrect statement or diagram in the Documentation, that affects Customer's use of the Software.

Notwithstanding the foregoing, it is not a defect, and Contractor shall have no obligation or liability towards Customer to the extent that non-conformity or the effects of a coding error result from:

a.   errors or omissions in Customer's data; or

b.   storage, operation or use of the Software in a manner or an environment inconsistent with the infrastructure, hardware or software requirements set forth in the Documentation, or the Contract; or

c.   the Customer's failure to use updates made available to Customer by Contractor, if such non-conformity would not have occurred with the use of the updates; or

d.   defects in any third party computer program including the failure of any such program to operate in strict accordance with specifications; or

e.   malfunctions of Customer's infrastructure or system environment not caused by Contractor or by the Software; or

f.   use of a version of the Software, such as, but not limited to, a pre-release, release candidate, alpha version, or beta version, that has not been formally delivered as an official release of the Software by Contractor to Customer; or

g.   use of a version of the Software that has not been formally approved by Contractor; or

h.   use of the Software in a manner not supported by Contractor.

Contractor shall not be liable for any loss caused by defects, unless Contractor fails to handle defects as set out below.

1.2   New Releases and Patches

New releases and versions in terms of improvements, additions and corrections to already existing modules of the Software are included in the M&S Fee and will be provided to Customer along with any corresponding Documentation (and instructions necessary for Customer to install these).

Entirely new modules that were not in the Software at the License Start Date are not included in the License Fees, and will consequently be offered separately. A release of new module(s) shall be offered to Customer no later than offered generally to other licensees of Contractor.

In the event that Customer elects to use a version of the Software more than one release behind the most current generally offered version, Contractor shall not be obligated to provide M&S.

2.   M&S Term

Unless otherwise is specifically agreed elsewhere in the Contract, the following shall apply:

(i)   The M&S Term shall initially be one (1) year from the License Start Date.

(ii)   The M&S Term shall be automatically renewed for periods of one (1) year for as long as the Customer has the Software installed.

(iii) If Customer should elect to cancel further M&S, then Customer must serve a written declaration of such cancellation to Contractor which shall be properly signed by a person authorized to bind Customer. The declaration of cancellation must be served no later than one (1) month prior to the commencement date of the renewal term. If the Customer does not serve such written declaration of cancellation in a timely manner as per the above, then the M&S Term shall be automatically renewed for a period of one (1) year.

3.   Reinstatement of M&S

Reinstatement of M&S is subject to payment of M&S Fees for any previous period during which Customer has elected not to maintain continuous M&S and for the one (1) year period commencing with the date M&S is reinstated.

4.   Non-Continuous M&S

In the event Customer elects not to maintain continuous M&S, Contractor may, at its discretion, refuse to provide any M&S to Customer until payment for the period of discontinuity is made current. Contractor reserves the right to suspend M&S while any accrued M&S Fees remain unpaid.

5.   Discontinued M&S for prior Release Version

When Contractor decides that a prior version of the Software goes out of M&S, it means that fixes will no longer be generally available for that version of the Software. Contractor will continue to accept problem reports for that prior version, and when feasible, attempt to provide Customer with reasonable assistance to troubleshoot and resolve the problem. Engineering will only evaluate reported issues in the supported versions of the Software.

When the Customer:

a)   encounters a known defect, which is already corrected in the most current or a supported version of the Software, the Customer will need to upgrade to the most current or supported version of the Software to obtain the fix; or

b)   discovers an unknown defect, engineering will make the fix in the most current version of the Software and the Customer will need to upgrade to that version to obtain the fix.

6.   Notification and Response Times

(a) At all times during the M&S Term, Contractor will provide M&S as described below to maintain the Software in good working order. Contractor will provide such M&S by email.

(b) The M&S email address is:

e-mail address : **support.kfleet@kongsbergdigital.com**

(c) When notifying Contractor of a defect in the Software, Customer shall provide Contractor with a written description of the defect, the circumstances where the defect occurred/was discovered, and with the test data required to analyze and remedy the defect. Contractor shall review Customer's defect notification and respond* within 1 business day**.

(d) If a defect is especially costly or difficult to remedy, Contractor may, after consultation with the Customer, suggest not to remedy the defect. If the Customer does not agree with Contractor, the defect and resolution approaches will, in a timely manner be reviewed by senior management from the parties, with the express goal to arrive at an agreeable approach for how to remedy the defect.

7.   Escalation Procedure

The below email is to be used if or when a Customer is dissatisfied with the progress of problem resolution, or wants the problem reported brought to the attention of Contractor's management.

Email: support.kfleet@kongsbergdigital.com

8.   Limitation of Responsibility

a) Contractor does not accept responsibility for problems related to the Customer's infrastructure, PC build and configuration, proxy server configuration, network performance or problems that are related to third party applications/equipment.

b) Further, Contractor does not accept responsibility for cybersecurity incidents within Customer controlled infrastructures, unless the incident is caused by, or through, vulnerabilities in Contractor's Software.

Notes:

* Response time is the time lapsed from Contractor's registration of a defect until initial feedback is provided to the Customer. Initial feedback will include confirmation of receipt of the defect notification, and could also include fixes or workarounds, and the estimated time to fix the defect.

** Business day means between 09:00 – 17:00 (CET) Monday-Friday, excluding public holidays in Norway.