

## TGT STANDARD END USER LICENSE AGREEMENT

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE:** This licence agreement ("**Agreement**") is a legal agreement between you (the "**Customer**") and TG Technologies Limited of Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA ("**TGT**") for this TGT computer software program which includes any data supplied with the software, the associated media (the "**Licensed Program**") and any printed materials, user manuals and online / electronic documentation (the "**Documentation**").

THIS LICENSED PROGRAM REQUIRES A COMPUTER WITH AN OPERATING SYSTEM MICROSOFT WINDOWS 2000 OR ABOVE. BY INSTALLING THIS LICENSED PROGRAM AND CLICKING ON THE "ACCEPT" BUTTON DURING THE INSTALLATION PROCESS THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE CUSTOMER AND THE CUSTOMER'S EMPLOYEES. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE ARE UNWILLING TO LICENSE THE LICENSED PROGRAM TO THE CUSTOMER AND THE CUSTOMER MUST DISCONTINUE INSTALLATION OF THE LICENSED PROGRAM NOW BY CLICKING ON THE "REJECT" BUTTON DURING THE INSTALLATION PROCESS. IN THIS CASE THE CUSTOMER MUST RETURN THE MEDIUM ON WHICH THE LICENSED PROGRAM IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO THE DISTRIBUTOR FROM WHOM YOU PURCHASED THEM, TOGETHER WITH PROOF OF PAYMENT, WITHIN 30 DAYS OF PURCHASE. IF THE CUSTOMER DOES THIS, THE CUSTOMER'S LICENCE FEE WILL BE REFUNDED. IF THE CUSTOMER PURCHASED THIS LICENSED PROGRAM FROM AN AUTHORISED DISTRIBUTOR, PLEASE NOTE THAT THE AUTHORISED DISTRIBUTOR HAS THE RIGHT TO ENTER INTO THIS LICENCE ON TGT'S BEHALF.

This Licensed Program is only a navigational aid and is not a substitute for any navigational equipment that may be required under applicable regulations or law. This Licensed Program is not fault-tolerant and is not designed, manufactured or intended for use as control equipment in hazardous environments in which the failure of the Licensed Program could lead directly or indirectly to death, personal injury or severe physical or environmental damage.

### **Grant and Scope of Agreement**

In consideration of the Customer agreeing to abide by the terms of this Agreement and the Customer's payment of the fee (which is the price paid by the Customer to its supplier for the Licensed Program), TGT hereby grants and the Customer hereby accepts a non-transferable non-exclusive license to use the Licensed Program and Documentation on the terms of this Agreement.

This Agreement authorises the Customer to install and use for internal business purposes only the Licensed Program in a machine-readable form on one central processing unit (CPU) as more particularly described provided in the Documentation.

The Licensed Program may be physically (but not electronically) removed from one CPU and transferred to another CPU provided always the Licensed Program is only used on one CPU at a time unless a separate license fee has been paid for each additional CPU.

This Agreement confers no ownership or title in the Licensed Program and/or Documentation and confers no rights whatsoever in any associated source code or in any other intellectual property of TGT or its suppliers. Title, ownership and intellectual property rights to this Licensed Program and Documentation shall remain with TGT. The Licensed Program and Documentation are protected under copyright law and international treaties.

### **Period of Agreement**

The Agreement commences on the date the licence key is generated by TGT and is effective during the period of validity of the license key.

### **Permission to Copy Licensed Program**

The Customer shall not copy in whole or in part any Documentation.

Any Licensed Program which is provided in machine readable form may be copied in whole or in part in sufficient numbers for use by the Customer with the CPU for back-up and archival purposes, provided however, that no more than two (2) back-up or archival copies will be in existence under any Agreement at any one time.

Any and all such copies are subject to the terms and conditions of this Agreement and must bear the copyright and other proprietary notices on or in the original media as well as any restricted rights legends or warnings on or in the original data.

### **Restrictions**

Except as expressly set out in this Agreement or as permitted by any local law, Customer undertakes:

- (a) not to copy the Licensed Program or Documentation;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Licensed Program or Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the Licensed Program nor permit the Licensed Program or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Licensed Program nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Licensed Program with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Licensed Program with another software program;

- (ii) is not disclosed or communicated without the TGT's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
  - (iii) is not used to create any software which is substantially similar to the Licensed Program;
- (e) to keep all copies of the Licensed Program secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Licensed Program;
- (f) not to provide, or otherwise make available, the Licensed Program in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and
- (g) to comply with all applicable technology control or export laws and regulations.

### **Termination**

TGT may terminate this Agreement immediately upon written notice to the Customer in the event that:

- (a) the Customer fails to comply with the terms of this Agreement by committing a material or persistent breach of this Agreement which the Customer fails to remedy (if remediable) within 14 days after the service on the Customer of written notice requiring it to do so; or
- (b) the Customer becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator, manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or threatens to cease trading or suffers or takes any analogous action in any other jurisdiction.

Immediately upon termination of this Agreement for any reason:

- (a) all rights granted to the Customer under this Agreement shall cease;
- (b) the Customer must cease all activities authorised by this Agreement;
- (c) the Customer must immediately pay to TGT any sums due to TGT under this Agreement; and
- (d) the Customer must immediately delete or remove the Licensed Product from all computer equipment in the Customer's possession and immediately destroy or return to TGT (at TGT's option) the original and all copies of the Licensed Program, if any. In the case of deletion the Customer must certify to TGT that this has been done to TGT's satisfaction.

### **Limited Warranty**

TGT makes no warranties with respect to the Licensed Program other than to warrant the original Compact Disc (“CD”) on which the Licensed Program is stored against defects in material and workmanship under normal use and service for a period of ninety (90) days from the date on which the Customer receives the CD. TGT’s entire liability and the Customer’s exclusive remedy shall be replacement of the CD if it proves to be defective. Any replacement CD will be warranted for the remainder of the original warranty period or thirty (30) days (whichever is longer).

This warranty is void if the CD defect has resulted from accident, abuse or misapplication or computer viruses.

THIS AGREEMENT SETS OUT THE FULL EXTENT OF TGT’S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE LICENSED PROGRAM AND DOCUMENTATION. IN PARTICULAR THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS RELATING TO THE LICENSED PROGRAM AND/OR THE DOCUMENTATION.

#### **Limitation of Liability**

TGT shall not in any circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss or corruption of data or information, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

Subject to the paragraph below, TGT’s entire liability under any provision of this Agreement shall be limited to the amount actually paid by the Customer for the Licensed Program.

Nothing in this Agreement shall limit or exclude TGT’s liability for death or personal injury arising from its negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.

#### **TGT Notice To Mariners**

TGT Notices To Mariners, tracings, blocks and other information contained in the Licenced Program are derived from copyright material from other sources such as the Hydrographic Offices of various countries and the Customer shall not infringe these copyrights.

#### **General**

If any of the above provisions are invalid under any applicable law, they are to that extent only deemed to be omitted.

This Agreement and any document expressly referred to in it constitutes the entire agreement between TGT and the Customer relating to the licensing of the Licensed Program and

Documentation and supersedes any prior agreement, understanding or arrangement between TGT and the Customer, whether oral or in writing.

The Customer acknowledges that, in entering into this Agreement, it has not relied on any representation, undertaking or promise given by TGT or implied from anything said or written in negotiations between the parties before entering into this Agreement except as expressly stated in writing (and not inconsistent with this Agreement).

No variation or amendment or addition to the terms and conditions of this Agreement shall be effective unless the prior agreement of TGT in writing shall have been obtained.

This Agreement and the Customer's rights and obligations under it may not be assigned or transferred by the Customer without TGT's prior written consent. TGT may assign or transfer this Agreement and its rights and obligations under it at any time.

Any third party supplier of software contained in the Licensed Program may protect its rights in the Licensed Program against violations of this Agreement, including any infringement of the third party supplier's copyrights.

The governing law of this Agreement shall be that of England and the Courts of England shall have exclusive jurisdiction to hear any disputes (including non-contractual disputes) arising out of or in connection with this Agreement.

### **Maintenance Services**

TGT may provide the Customer with certain maintenance services ("**Maintenance Services**"). Maintenance Services are governed by the TGT policies described in the Documentation.

Any supplementary software code provided to the Customer as part of the Maintenance Services shall be considered as part of the Licensed Program and subject to the terms and conditions of this Agreement.

With respect to technical information the Customer provides to TGT as part of the Maintenance Services, TGT may use such information for its business purposes, including but not limited to product updates and development. TGT will use its reasonable endeavours to not utilise such technical information in a form that personally identifies the Customer.