

# Voyager Fleet Insight End User Licence Agreement

## 1. BACKGROUND

- 1.1. This end user licence agreement (“**Licence**”) is a legal agreement between you, acting on behalf of a legal entity (“**you**”) and **VOYAGER WORLDWIDE (UK) LIMITED**, a company incorporated in England and Wales (company number: 8190145) having its registered office at 71-75 Shelton Street, London WC2H 9JQ (“**us**” or “**we**” or “**Voyager Worldwide**”) for the use of our Voyager Fleet Insight (“**VFI**”) and the software and data supplied with such Products and any associated modules, including Global Fleet and VFI Plus, together with all related documentation (“**Services**”).
- 1.2. Use of VFI and the Services is on the basis of this Licence. We do not sell VFI or the Services to you and we remain the owners (or licensors) of VFI and the Services at all times.
- 1.3. By using VFI you agree to the terms of this Licence. You may also be required to agree to the terms of an end user license with any third party who supplies the Services. In the event of any inconsistency between the terms of the end user license with the supplier of the Services and this License, the former shall prevail to the extent of the inconsistency.
- 1.4. If you do not agree to the terms of this Licence, we will not license VFI or the Services to you. You must cease using VFI and cease using it to access Services.
- 1.5. We reserve the right to deactivate your access to VFI in the event there has been no activity within VFI for a period of time, to be determined by us. Any trial of VFI is subject to the terms of this Licence.

## 2. GRANT AND SCOPE OF LICENCE

- 2.1. We hereby grant to you a limited, non-exclusive, non-transferable licence to use VFI and the Services on the terms and conditions set out in this Licence. You may:
  - 2.1.1. use VFI and the Services for your own internal business requirements only; and
  - 2.1.2. receive and use any upgrades to VFI as may be provided by us from time to time; and
  - 2.1.3. where you are a “**Professional Advisor**”, use VFI and/or the Services in accordance with “**Professional Advisor Use**”. Professional Advisor means a business (which is authorised and/or regulated by a supervisory authority or financial regulator) engaged in the practice of providing

professional legal and/or insurance services. “Professional Advisor Use” means use of VFI and/or the Services for providing professional advice and representing its clients in relation to actual or anticipated insurance claims and/or legal claims and/or proceedings (and/or as evidence in proceedings relating to the same) in the course of its normal business activities.

## 3. RESTRICTIONS

- 3.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake:
  - 3.1.1. not to copy VFI or the Services (except where is permitted under this Licence) unless where such copying is incidental to normal use of the Services or where it is necessary for the purpose of back-up or operational security;
  - 3.1.2. not to use VFI or the Services to create a commercial product or service or directly for revenue making purposes;
  - 3.1.3. not to rent, sell, lease, sub-license, loan, translate, merge, adapt, vary or modify VFI or the Services;
  - 3.1.4. not to make alterations to, or modifications of, the whole or any part of VFI or the Services nor permit VFI or Services or any part of them to be combined with, or become incorporated in, any other programs, save as envisaged by the functionality of VFI;
  - 3.1.5. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of VFI or the Services 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 a Service with another software program, and provided that the information obtained by you during such activities:
    - 3.1.5.1. is used only for the purpose of achieving inter-operability of a Service with another software program;
    - 3.1.5.2. is not disclosed or communicated without our prior written consent to any third party to whom it is not

- necessary to disclose or communicate it; and
- 3.1.5.3. is not used to create any software which is substantially similar to a Service;
- 3.1.6. to ensure that VFI and the Services are used by your employees in accordance with the terms of this Licence.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You acknowledge that:
  - 4.1.1. all intellectual property rights in VFI and the Services throughout the world belong to us or our licensors and no title passes to you with respect to the VFI or the Services or the media on which they reside;
  - 4.1.2. rights in VFI and the Services are licensed (not sold) to you; and
  - 4.1.3. you have no rights in, or to, VFI and/or the Services other than the right to use them in accordance with the terms of this Licence; and
- 4.2. You acknowledge that you have no right to have access to any software in VFI and/or the Services in source code form or in unlocked coding or with comments.

#### 5. LIMITATION OF LIABILITY AND INDEMNITY

- 5.1. You acknowledge that VFI and the Services within it have not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that they meet your requirements.
- 5.2. You acknowledge that the Services are provided to us by third parties and we cannot be responsible if they are not accurate or up to date.
- 5.3. We only supply VFI and the Services for use by you and you agree not to use them for any re-sale purposes.
- 5.4. We will not be liable for any loss or damage caused by viruses or other harmful material which may infect your computer equipment, programs or data due to use of VFI and/or the Services.
- 5.5. To the extent that you are using global vector chart data and/or AVCS online ENC data you acknowledge that such data changes rapidly. You should not use such data for nautical navigation or passage planning and should only use it for shore based non-nautical navigation or non-passage planning purposes. You are solely responsible for your use of such data and we and our suppliers disclaim all responsibility for such use.
- 5.6. Neither Voyager Worldwide nor any supplier of Services shall under any circumstances whatsoever, be liable to you, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence for:
  - 5.6.1. loss of profits, sales, business, or revenue;
  - 5.6.2. business interruption;
  - 5.6.3. loss of anticipated savings;
  - 5.6.4. loss or corruption of data or information;
  - 5.6.5. loss of business opportunity, goodwill or reputation; or
  - 5.6.6. any indirect or consequential loss or damage.
- 5.7. Subject to clause 5.6, our maximum aggregate liability and the maximum liability of each of our suppliers to you under or in connection with this Licence whether in

contract, /tort (including negligence) or otherwise, shall in all circumstances be limited to £5.

- 5.8. Nothing in this Licence shall limit or exclude liability for:
  - 5.8.1. death or personal injury resulting from negligence;
  - 5.8.2. fraud or fraudulent misrepresentation;
  - 5.8.3. any other liability that cannot be excluded or limited by English law.
- 5.9. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of VFI and the Services. VFI and the Services are provided "as is" and, except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, which are either given or are binding on us or any supplier. Any condition, warranty, representation or other term concerning the supply of VFI and/or the Services which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law, including but not limited to any condition, warranty or representation that the operation of VFI and/or the Services will be uninterrupted or error free. Where the Services are supplied by third parties you use such Products (and associated data, services and websites) at your own risk and we shall have no liability for such Services (and associated data, services and websites) whatsoever.
- 5.10. You agree to indemnify us and our suppliers against all damages, claims (including, without limitation, third party claims made against us), losses, costs, demands and expenses including legal expenses (including, without limitation, loss or damage to property or death or personal injury of any person) suffered or payable by us and/or our suppliers as a result of your use of VFI and/or the Services, your breach of any of the terms of this EULA and/or your negligent acts or omissions.

#### 6. TERMINATION

- 6.1. We may terminate this Licence in whole or in part immediately by written notice to you if:
  - 6.1.1. you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - 6.1.2. you fail to pay any valid invoice we raise relating to VFI and/or the Services in accordance with the stated payment terms or
  - 6.1.3. a third party supplier requires us to do so.
- 6.2. Upon termination or expiry for any reason:
  - 6.2.1. all rights granted to you under this Licence shall cease;
  - 6.2.2. you must cease all activities authorised by this Licence; and
  - 6.2.3. you must immediately delete or remove any access to and data exported via VFI Services as applicable, from all computer equipment in your possession or control;
  - 6.2.4. In the event of termination in part, this clause 6.2 shall apply only in relation to the terminated rights.

#### 7. EXPORT CONTROL REGULATION

- 7.1. You shall not export, directly or indirectly, VFI and any Services or any related data in breach of any applicable export control laws or regulations (including United States export laws and regulations). You may not use VFI if you are a person specifically targeted under OFAC sanctions or located in a country or region subject to comprehensive OFAC sanctions. You must obtain all appropriate licenses, permits and consents to use VFI and the Services.
- 8. OTHER IMPORTANT TERMS**
- 8.1. You must ensure that users of VFI keep confidential their user IDs and passwords that we provide to you. If a user leaves your company you must inform us promptly so we may disable the user ID.
  - 8.2. We may treat any orders placed or approved via VFI for any products and services, including the Services, as valid and binding on you irrespective of whether the individual placing or approving the order has authority or not. All orders placed are subject to the terms of any agreement entered into between us or, in the absence of an agreement, our Terms and Conditions applying from time to time.
  - 8.3. If we notify you of any mandated publications applicable to your vessel(s) and allow you to pre-order such publications via VFI, such notifications are sent as a gesture of goodwill. We are under no obligation to notify you of mandated publications and will have no liability if we fail to do so.
  - 8.4. You agree that we may collect and use technical data and related information that is gathered periodically by us related to your use of VFI and/or use of the Services (“Data”) to provide support and/or other services for both you and other customers. Our use of the Data may include the provision of it to third parties. You warrant and represent that you have the full right and authority to grant to us the right to use the Data as set out in this clause.
  - 8.5. You further warrant and represent that no other data that you may include for your personal use in VFI or any associated modules will infringe any copyright, trademark, patent or third party right or breach any confidentiality obligation or applicable law or regulation.
  - 8.6. Without limiting your obligations under clause 5.10. you agree to indemnify us, our suppliers and customers against all damages, claims (including, without limitation, third party claims), losses, costs, demands and expenses including legal expenses suffered or payable by us, our suppliers and/or customers as a result of any Data referred to in clause 8.3 or the other data referred to in clause 8.4 infringing any copyright, trademark, patent or third party right or breaching any confidentiality obligation or applicable law or regulation.
  - 8.7. Unless specifically agreed in writing by us, nothing in this Licence requires us to provide maintenance, upgrades or any other services of any kind.
  - 8.8. We may vary the terms and conditions of this Licence at any time without prior notice.
  - 8.9. We may withdraw or change VFI or any Services at any time without prior notice.
  - 8.10. We may transfer our rights and obligations under this Licence to another organisation but this will not affect your rights or our obligations under this Licence.
  - 8.11. This Licence and any document expressly referred to in it constitute the entire agreement between you and us relating to VFI and the Services. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Licence or any document expressly referred to in it.
  - 8.12. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
9. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. Both Parties agree to submit to the exclusive jurisdiction of the English courts.