

FRAMEWORK AGREEMENT FROM MARITECH SYSTEMS AS

1 FRAMEWORK AGREEMENT

This Framework Agreement with appendices (the «**Agreement**») applies to all Customers (the «**Customer**») that have ordered products and/or services from Maritech Systems AS with organisation number 997929217 (the «**Vendor**»). The Vendor and the Customer are referred to individually as a «**Party**» and collectively as the «**Parties**».

2 SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

This Agreement encompasses all Services that the Parties agree to include. The Vendor's Services are agreed when the Customer accepts an offer from the Vendor, after the Vendor has sent an order confirmation to the Customer that the Customer accepts or when the Parties by e-mail agree to which products and/or services the Vendor shall deliver to the Customer and at which price.

2.2 Documents of the Agreement

The Agreement encompasses the following documents:

- Appendix 1 – Standard Sales and Delivery Terms
- Appendix 2 – End User License Agreement
- Appendix 3 – Maintenance Agreement
- Appendix 4 – Support Agreement
- Appendix 5 – Consultancy Agreement
- Appendix 6 – Cloud Services Agreement
- Appendix 7 – Data Processor Agreement
- Appendix 8 – Amendments of the Agreement

2.3 Document precedence

In case of conflict between the general text of the Agreement and the Appendices, the following hierarchy shall determine the content of the Agreement:

1. Appendix 8 – Amendments of the Agreement
2. General text of the Agreement (Framework Agreement)
3. Appendix 1 – Standard Sales and Delivery Terms
4. Appendix 6 – Cloud Services Agreement
5. Appendix 2 – End User License Agreement
6. Appendix 3 – Support Agreement
7. Appendix 4 – Maintenance Agreement
8. Appendix 5 – Consultancy Agreement
9. Appendix 7 – Data Processor Agreement

3 CONTACT PERSONS

Each of the Parties' contact persons shall be considered to hold the written power of attorney on behalf of the Party in matters concerning the Agreement, including agreed deliveries and the price for the services, by e-mail or in any other way. Unless otherwise agreed, the Parties' contact persons are considered to be the two Persons who send each other an e-mail or an order and order confirmation or follow up an order from the Vendor.

4 DEFINITIONS

Agreement: The general text of the Framework Agreement (this document) with the accompanying Appendices and Attachments.

Call-off Agreement: Each purchase made by the Customer under this Agreement of software, equipment and/or services from the Vendor. Each order that is confirmed with prices from the Vendor is considered a call-off Agreement under the Agreement (either by e-mail between the Parties' contact persons or by the Customer accepting an offer from the Vendor). E-mails sent between the Parties regarding deliveries by the Vendor to the Customer are considered a Call-off Agreement when the Parties have come to an Agreement about what shall be delivered and the price for the services.

Authorised Representative: The representative of each Party that holds the power of attorney to bind the Party in decisions regarding the Agreement.

Customer: The entity that has ordered the Services from Maritech Systems AS. The Customer can apply this Agreement to a branch company or other subsidiary entities, by specifying in writing which entity shall receive the ordered Service.

Vendor: Maritech Systems AS.

Products: Software and/or databases developed by Maritech Systems AS. The products are described on the website www.maritech.no.

Additional services: All services provided by the Vendor beyond the fixed-price services (all services beyond the minimum level of services according to paid License fee, Service fee and Support fee). Consultancy assistance is an Additional service. The Parties must agree to the scope of this Additional service for each Call-off Agreement since it is not covered in Appendix 2 - 4.

Services: Products, Additional services and other products (Software or equipment from Third Parties) that shall be delivered by the Vendor to the Customer in a Call-off Agreement.

5 AMENDMENTS TO THE AGREEMENT

All amendments to this Agreement shall be described in Appendix 8 (Call-off Agreements need not be described in Appendix 8 since a Call-off Agreement only specifies which Services shall be delivered at which price as laid down by the Agreement). Prior to an amendment to the Agreement the Parties' Authorised Representative (the Parties' contact persons unless otherwise stated) shall confirm by e-mail that the amendment is mutually agreed or that Appendix 8 is signed by such persons.

6 DURATION AND TERMINATION OF THE AGREEMENT

The Agreement is considered to be entered into on the day the Parties have agreed a delivery of Products and/or Services from the Vendor. The duration of the Agreement is at least one – 1 – year. The Agreement is then renewed automatically for one year at a time until one of the Parties terminates the Agreement as specified in the following paragraph.

Each Party can terminate the Agreement with a written term of notice of six months. The notice period begins on the first day of the month after the written notice was sent. The Agreement can be terminated at the earliest one – 1 – year after the Agreement was entered into.

Each Call-off Agreement lasts as long as the Customer has paid for the Services included in the Call-off Agreement regardless of the duration of the Agreement. If the Customer places a new order of Services from the Vendor after the Customer has terminated the Agreement, the Agreement is entered into on the day the previous Agreement ended by entering a new Call-off Agreement.

7 ROUTINES FOR PLACING ORDERS (CALL-OFF AGREEMENTS)

7.1 Routine for placing orders

The Parties can agree on which Services the Agreement consists of by agreeing on a Call-off Agreement. The Vendor can begin by sending the Customer an offer or the Customer can request a service/place an order by sending an e-mail or placing an order in a different way. The Vendor shall, on request from the Customer, give the information the Customer needs to place an order, including information regarding prices, and terms and conditions for the relevant Service.

The Customer is required to verify that the information received by the Vendor is correct before the Customer

responds to the Vendor. When placing the order, the Customer shall ensure that the Vendor receives enough information to be able to calculate a price for the Service. If the Customer accepts a written offer from the Vendor without requesting modifications to the offer, the offer is considered confirmed on the day the Vendor receives such confirmation from the Customer. If the Customer sends an order to the Vendor, the Vendor will respond by sending an order confirmation to the Customer.

7.2 Call-off Agreements are considered to be agreed between the Parties

If no Party gives the other Party written notice regarding errors in the Order Confirmation within 24 hours after the Vendor sent the Order Confirmation, the Order Confirmation shall be regarded as binding between the Parties (a Call-off Agreement is entered into). This means that the Vendor can start the delivery of the agreed Services with a right to invoice the Customer for the Services that are specified in the Order Confirmation and otherwise in the Agreement.

7.3 Amendments and supplements to Call-off Agreements that are entered into

If the Services requested in a Call-off Agreement that is already entered into, are subsequently extended or amended in any other way that has an impact on the agreed payment to the Vendor, a new Order Confirmation shall be made unless the extension has been agreed upon by e-mail between the Parties' contact persons.

8 SEPARATE TERMS OF THE AGREEMENT

8.1 Limitation of liability

The Parties' liability for breach of a Call-off Agreement under the Agreement is under any circumstance limited to the individual order amount stated in the Order Confirmation of the accepted offer (the Call-off Agreement sum).

Appendix 1 – Standard sales and delivery terms

1. General

This document contains standard sales and delivery terms (“**Standard Terms of Contract**”) that apply to all sales Agreements between Maritech Systems AS (the “**Vendor**”) and a buyer (the “**Customer**”). This document constitutes Appendix 1 – Standard sales and delivery terms in the Vendors’ standard Framework Agreement. The Vendor and the Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”.

Each order delivered by the Vendor to the Customer shall be agreed individually between the Parties (such agreed delivery is called a “**Call-off Agreement**”). This can happen in different ways, for instance using a separate Agreement document (a Purchase Agreement or a signed offer) or by email between the Parties’ contact persons. These Standard Terms of Contract apply in addition to the terms and conditions specified in the individual Call-off Agreement.

A Call-off Agreement can consist of services and/or products supplied by the Vendor to the Customer. A Call-off Agreement can be agreed as a separate contract of sale, as an addition to the Framework Agreement with Appendices (these Standard terms, End User License Agreement, Maintenance Agreement, Support Agreement, Consultancy Agreement, Cloud Service Agreement and Data Controller Agreement from the Vendor) or other written document between the Parties which specifies that the Vendor will be supplying products and/or services to the Customer. If there is a conflict between Agreement documents, the terms and conditions that appear in the individual Call-off Agreement shall take precedence over the Standard Terms of Contract.

2. The Customer’s duty to cooperate

The Customer has a duty to cooperate conscientiously and without delay as required for the Vendor to perform its duties. The duty to cooperate may be described in greater detail in the individual Delivery Agreement. Unless otherwise agreed, the Customer shall facilitate the Vendor’s delivery and otherwise lead the cooperation required to ensure that the delivery can take place within the agreed time frame and with the agreed quality and scope. The Customer is responsible for products and data from Third Parties, including signing the requisite Agreements with such Third Parties.

If it has been agreed or implied that the Customer shall perform specific tasks or services, and the Customer fails to do so in a timely manner, the Vendor’s obligations under the Agreement shall be suspended to the extent the Vendor reasonably deems these to depend on the Customer’s efforts. The same applies when performance of the Vendor’s obligations under the Agreement is impeded or made more difficult by the Customer or someone or something for which the Customer is responsible. The suspension shall be in reasonable proportion to the delay or impediment for which the Customer is responsible. The Customer shall cover any additional costs, encumbrances or expenses that the Vendor incurs due to the delay/impediment and/or postponement on the part of the Vendor.

3. Representatives of the Parties

For the individual Delivery Agreement, the Vendor and the Customer shall each appoint a representative (“**Representative of the Party**”) to manage and follow up the Party’s rights and obligations under the Agreement. The Representative of the Party may be replaced with three - 3 - days’ written notice to the other Party. Insofar as possible, the Parties shall communicate in writing as regards the Delivery Agreement. The Parties accept e-mail as a means of written communication.

4. Amendments

In the event there are amendments or a need for amendments during the term of the Agreement that will affect the content or scope of the Vendor’s obligations under the Agreement, the Customer shall, through its Representative, request in writing that the Vendor makes such amendments. The document shall be designated an “**Amendment Order**” if the Vendor’s Standard Order Form is not used.

Within a reasonable period after receipt of such a written request, the Vendor shall inform the Customer whether the requested amendment has been accepted. In that connection, the Vendor shall also clarify what consequences the amendment will have on remuneration, schedules, level of service, etc. The consequences specified by the Vendor shall be considered to be accepted by the Customer and the Parties’ Agreement shall be considered amended accordingly unless, within 10 days from the Vendor’s notification of the consequences of the requested amendment, the Customer gives written notice that the amendment is no longer wanted.

The Vendor shall under no circumstances be obligated to implement an amendment unless there is full Agreement regarding the amendment and its consequences on the Parties’ obligations under the Agreement.

5. Third Party deliverables

The Vendor shall not be responsible for delivering, procuring or installing equipment, products or services from a Third Party (“**Third Party deliverables**”), even though such Third Party deliverables may be prerequisites for the Vendor’s deliverables to function as agreed, unless this ensues explicitly from the Parties’ Delivery Agreement.

The Customer bears the risk for Third Party deliverables on which the Customer relies being compliant with the Vendor’s deliverables, unless otherwise explicitly stated in the Parties’ service/ Delivery Agreement. The Customer accepts that the Vendor cannot extend anything other than a standard guarantee for Third Party deliverables. The Customer accepts that the Customer is required to sign the necessary Agreements regarding right of disposal directly with a Third Party which holds the requisite rights to Third Party deliverables, including inter alia licensing Agreements for software and/or databases.

6. Confidential information

The Customer is required to maintain confidentiality about and prevent other people from learning about confidential information that the Customer learns from the Vendor in connection with the Parties’ contractual relationship. In this context, “**Confidential information**” is considered all information that is not, due to the nature of the case, intended to be passed on to a Third Party and which not is already public knowledge. Professional confidentiality can be defined in more detail in the individual Delivery Agreement.

7. Obligation to provide insurance

The Customer is required to maintain reasonable insurance on equipment, software, documentation, etc. that belongs to the Vendor, but which the Customer has in its possession/its operating environment as a link in the Vendor’s deliverables to the Customer.

8. Payment

The Customer shall pay the agreed remuneration for the Vendor’s delivery by the due date. Moreover, the Customer shall cover all

the Vendor's expenses, as well as all taxes, duties and levies incurred because of the delivery. Terms of payment shall be 10 days. In the event of late payment, the Vendor is entitled to interest on the amount due for payment pursuant to Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (The Act relating to Interest on Overdue Payments).

All prices are specified exclusive of value-added tax (VAT) and other relevant taxes. In the event the Vendor must purchase products/services in a foreign currency as part of its deliveries to the Customer, the exchange rate on the Vendor's invoice date shall be used. Delivery terms and conditions are Ex Works (Incoterms 2010). The Vendor's ordinary hourly rate applies to assistance provided between 8 a.m. and 4 p.m. on business days, while assistance between 4 p.m. and 8 p.m. on business days carries a surcharge of 50% of the Vendor's ordinary hourly rate. Assistance between 8 p.m. and 8 a.m. on business days, Saturdays, Sundays, Christmas Eve, or on public holidays carries a surcharge of 100% on the Vendor's ordinary hourly rate.

The Vendor can invoice twice a month for services rendered. For regular deliverables supplied by the Vendor, the Vendor can invoice the Customer in advance (on a monthly, quarterly, semi-annual or annual basis). The Vendor has collateral for unpaid purchase money in the equipment until the entire amount, including VAT, is paid.

9. Price changes

Where changes are adopted in public taxes and duties that have an impact on the Vendor's costs subsequent to the signing of the Delivery Agreement, the Vendor can without advance notice pass along such costs from the time such costs have an impact on the Vendor's costs. Moreover, without advance notice, the Vendor can make annual price adjustments with effect as from 1 January of the following year by 2 per or the change in the consumer price index (CPI) in the past year, or consumer price index with wages as dominant factor, whichever is higher.

Written notice shall be given of other price changes, and such price changes may not be implemented until 14 days after notification has been dispatched.

10. The right of disposal to the Vendor's products, etc.

The Vendor holds the copyright and all other intellectual property rights to the Vendor's proprietary products, including software and databases developed by the Vendor. On terms specified in the Delivery Agreement (the Vendor's End User License Agreement if no special Agreement has been signed), the Vendor assigns to the Customer a time-limited, non-exclusive and not-transferable right of disposal to the Vendor's proprietary products. If not otherwise specified in the Delivery Agreement, such right of disposal will be limited to one of the Customer's end users for the period in question (monthly, quarterly, semi-annually or annually) and to those of the Vendor's products paid for by the Customer that are based on right of use billed in advance (license in the form of paid-in Maintenance fee to the Vendor). The Customer is not entitled to alter the Vendor's database or to allow Third-Party applications to access the Vendor's database.

The Customer shall assume ownership of equipment delivered by the Vendor from the date on which the Vendor has received payment in full for such equipment. Risk of accident/injury on equipment and/or products provided by the Vendor shall be assigned from the Vendor to the Customer upon delivery regardless of the date of payment.

11. Rights to data from the Customer

The Customer has the property rights to the data that the Customer has entered into the Vendor's products. The Customer is responsible for data backup of all data the Customer itself

enters into the Products. The Customer is also responsible for the way it uses such data.

The Customer gives the Vendor the right to use the Customer's data in the Vendor's solutions for the duration of the Agreement to fulfil the Vendor's obligations under the Agreement. The Vendor also has a right to use such data to improve the Vendor's products, if this can be done without identifying trade secrets, the Customer or anyone associated with the Customer. The Vendor has the right to use anonymous data (big data) to offer the Customer better products and services like good prognoses, optimization of products and services and analyses regarding the value chain from roe to ready food, and to sell such enriched big data to Third Parties.

12. Complaints default and sanctions

The Vendor's liability and the Customer's rights to compensation in the event of default on the part of the Vendor are as follows:

The Vendor's liability for damages or losses, regardless of cause and basis for the case and regardless of whether it refers to breach of contract or tortious conduct, shall be limited to the Customer's direct losses. Total compensation shall not exceed the amount the Customer has paid the Vendor under the Call-off Agreement to which the loss or damage is related over the past six months and, in any case, not amount to more than NOK 50 000.

The Vendor shall not under any circumstances be liable for damages (for pain and suffering) or for covering Indirect Losses. In this context, the term "Indirect Losses" includes interruption losses and other consequential losses, lack of anticipated savings, loss of earnings or profits, loss of data, loss of computer time, consequential damages, operating losses, losses incurred by Third Parties, losses as a result of the Agreement with a Third Party being annulled or amended, as well as other commercial or pecuniary losses. The ceiling on indirect losses also applies where the Vendor has been made aware of the possibility that such losses or such damages can occur. The Vendor shall not, be liable for repairing damages to, replacing or restoring software or data files under any circumstances. One Party can terminate a signed Delivery Agreement on the grounds of a material breach if the other Party has not managed to rectify the matter within 30 days of when a written notice of possible cancellation stating the grounds for cancellation has been sent.

The Customer cannot assert other liability/other rights to compensation than those specified in the preceding paragraph. The Customer loses its right to argue liability/sanctions against the Vendor under a signed Delivery Agreement if the Vendor has not received written, specific complaints within 30 days after the Customer discovered or should have discovered the breach of contract.

13. Force majeure

In the event an implementation of the Parties' Agreement is impeded or made significantly more difficult by a factor outside the Parties' or subcontractor's control or which under general law in Norway is considered force majeure, the Parties' obligations under the Agreement will be suspended to the extent to which and for the period in which they are impeded. A Party affected by such a factor shall without delay notify the other Party that a force majeure is deemed to have occurred.

14. Assignment

The Vendor can assign its rights and/or obligations under a signed Delivery Agreement in whole or in part to a Third Party. Upon such assignment, the Customer shall be notified in writing. The Customer cannot assign its rights or obligations under a Delivery Agreement without the written consent of the Vendor.

15. Conflicts

This Agreement is subject to Norwegian law. Any disputes arising between the Customer and the Vendor in relation to a Delivery Agreement shall be decided by the ordinary courts of Norway. In such disputes, the action shall be filed before the Oslo District Court.

Appendix 2 – End User License Agreement

1. General

This document contains standard End User License Agreement terms («EULA») that apply to any person who uses the Products of Maritech Systems AS with Business Registration Number 997 929 217, address: Kårvåg, 6530 AVERØY (the "Vendor"). The EULA is a part of the contract relationship between the Vendor and the Customer. The Vendor and the Customer are referred to individually as a «Party» and collectively as the «Parties».

Updates and upgrades of the Product, including a continuing right to use such Products, requires the Customer's payment of the Maintenance fee for such Products according to the Maintenance Agreement between the Parties.

User support (support on Products through the Vendors' helpdesk by telephone, e-mail or web) is given, provided that the Customer has paid the User Support fee for such Products according to the User Support Agreement between the Parties.

Changes in the EULA are only valid if signed by the Vendor's general manager or if published on the Vendor's website as a general updated version.

2. Definitions

Customer: The legal entity which buys license (exemption right) to the Products from the Vendor on behalf of the Customer's End Users.

License fee: The initial fee the Customer pays to the Vendor to give the correct number of End Users authorization through this EULA to use the Products the Customer has paid such fee for in the relevant license period.

Products: The software and/ or databases developed by Maritech Systems AS. The products are more closely described at the web page www.maritech.no

End User: The physical person who holds a valid exemption right (right of use) to the Products with authorization in the EULA. The Customer defines which persons may be considered End Users. Thus, it is not a condition that the End User is an employee of the Customer.

Maintenance fee: Mandatory for each End User whom the Customer wishes shall have a right of use as stated in section 4 to the Products from year 2. In addition, already paid Maintenance fee gives the Customer the right to receive fixed maintenance for the relevant period as stated in the Maintenance Agreement.

3. Intellectual property rights to Products

The Vendor, with prospective subcontractors, retains all Copyright and all other intellectual property rights to the Products.

4. The End User's rights and obligations

When the Customer has paid the License fee or the subsequent Maintenance fee for the Products, the End User has a non-exclusive, non-transferable and time-limited right of use to Product(s) in object code covered by the License fee.

The End User also has the right to take the necessary back-up copies of the Product.

The End User also has rights as the legitimate user of the Products according to mandatory law, see the Norwegian Act No. 2 of 12th of May 1961 relating to copyright in literary, scientific and artistic works, etc. (The Copyright Act) section 39 h) and 39 i) for data programs.

The End User shall comply with the potential restrictions regarding use of the Products, including ensuring that the Products are not exposed to computer virus or similar, that manuals and similar for each Product is complied with and secure that unauthorized persons do not gain access to use of the Products. The End User himself is responsible and liable for all use of the Products, including the data the End User enters into the Products and how

the End User uses data and other results that such use of the Products generates.

The End User shall not make changes in the Vendor's database or let a Third Party's applications gain access or use the Vendor's database.

5. Rights to Products from Third Parties

The Customer gains ownership of hardware delivered from the Vendor from the day payment for such hardware is carried out. The Vendor holds security for unpaid goods delivered from the Vendor until full payment is received from the Customer.

The Customer gains the right of disposal of purchased software according to the standard right of disposal (license) which accompanies such software from the manufacturer of such software.

6. The right to data from the Customer

The Customer has the property rights to the data that the Customer has entered into the Vendor's products. The Customer is responsible for data backup of all data the Customer itself enters into the Products. The Customer is also responsible for the way it uses such data.

The Customer gives the Vendor the right to use the Customer's data in the Vendor's solutions for the duration of the Agreement to fulfil the Vendor's obligations under the Agreement. The Vendor also has a right to use such data to improve the Vendor's products, if this can be done without identifying trade secrets, the Customer or anyone associated with the Customer. The Vendor has the right to use anonymous data (big data) to offer the Customer better products and services like good prognoses, optimization of products and services and analysis regarding the value chain from roe to ready food, and to sell such enriched depersonalized data to Third Parties.

7. Warranty

The Vendor's warranty is limited to the Products and for the period the Customer has paid the License fee for, and reads as follows: If the Product is not available for use for the End User during the period covered by License fee/Maintenance fee, the Vendor shall give the End User access to a new copy of the Product free of charge for the End User or the Customer. The Customer or the End User shall be given the opportunity to install the Product via e-mail or other means of electronic communication such as a web page from which the Products can be downloaded.

The Vendor does not warrant that Products are free from errors or defects. Errors or defects in Products will be rectified by the Vendor if the Customer has entered a valid Agreement with the Vendor on maintenance and paid Maintenance fee for such Product.

The Vendor does not warrant that Products can be used for one or several specific purposes, or will function without problems with Third Party's products or the Customer's systems.

8. Assignment

The Vendor can assign its rights and/or obligations under the EULA in whole or in part to a Third Party. Upon such assignment, the Customer shall be notified in writing. The Customer or the End User cannot assign rights or obligations without the Vendor's written consent.

9. Duration and termination

The EULA lasts for the period the Customer has paid License fee/ Maintenance fee for. Each Party can terminate the EULA by a 3 – three – months written notice to the other Party. Already paid License fee/Maintenance fee will not be reimbursed, and the End

User's rights will automatically lapse when the period covered by the License fee expires.

10. Economic terms

License fee/Maintenance fee is invoiced as advance payments for 12 months, if not otherwise is agreed in writing. The Customer will be invoiced for each Product covered by the Agreement from the date such Product is made part of the Agreement until 31st of December the same year. The License fee will be calculated for the whole month from the same date. Thereafter, annual Maintenance fee for the following year will be invoiced as advance payment in October (annual Maintenance fee can be split in two, so one part of the payment is invoiced in April), if other period is not agreed upon in writing.

The Customer shall pay the agreed License fee/Maintenance fee on the due date. Moreover, the Customer shall cover all the Vendor's expenses, as well as all taxes, duties and levies that accumulate. Terms of payment is 14 days. In the event of late payment, the Vendor is entitled to interest on the amount due for payment pursuant to Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (The Act relating to Interest on Overdue Payments).

Where changes are adopted in public taxes and duties that have an impact on the Vendor's costs subsequent to the signing of the EULA, the Vendor can without advance notice assign such costs from the time such costs have an impact on the Vendor's costs. Moreover, without advance notice, the Vendor can make annual price adjustments with effect as from 1 January of the following year by 2 per cent or the change in the past year in the consumer price index (CPI) or consumer price index with wages as dominant factor, whichever is higher.

Written notice shall be given of other price changes, and such price changes may not be implemented until 14 days after notification has been dispatched and with effect for the following period covered by the License fee.

11. Complaints, default and sanctions

The Vendor's liability and the Customer's rights to compensation in the event of default on the part of the Vendor are as follows: The Vendor's liability for damages or losses, regardless of cause and basis for the case and regardless of whether it refers to breach of contract or tortious conduct, shall be limited to the Customer's direct losses. Total compensation shall not exceed the amount the Customer has paid the Vendor in latest License fee and in any case not amount to more than NOK 50 000.

The Vendor shall not under any circumstances be liable for non-economic losses, consequential losses or indirect losses, including but not limited to interruption losses and other loss of use, lack of anticipated savings, loss of earnings or profits, loss of data, loss of data time, consequential damages, operating loss, transaction loss, loss incurred by Third Parties, losses as a result of the Agreement with a Third Party being annulled or amended, as well as other commercial or pecuniary losses.

The ceiling on indirect losses also applies where the Vendor has been made aware of the possibility that such losses or such damages can occur. The Vendor is not under any circumstances liable for repairing damages to, replacing or restoring data, software or data files.

The Vendor is not liable for loss, injury to, and deletion or similar of data, software, systems etc. Further, the Vendor is not responsible for direct or indirect loss of the Customer or a Third Party caused by errors or defects regarding data, software, systems etc. This also applies for losses incurred by Third Parties and losses that could occur after wrongful use of the Products or use of Products inconsistent with user manuals.

A signed EULA can be terminated on the grounds of a material breach if the other Party has not managed to rectify the matter within 30 days of when a written notice of possible cancellation stating the grounds for cancellation has been sent.

The Customer cannot assert other liability/other rights to compensation than those specified in the preceding paragraphs. The Customer loses its right to argue liability/sanctions against the Vendor under a signed Delivery Agreement if the Vendor has not received written, specific complaints within 30 days after the Customer discovered or should have discovered the breach of contract.

12. Force majeure

In the event an implementation of the Parties' Agreement is impeded or made significantly more difficult by a factor outside the Parties' or subcontractor's control or which under general law in Norway is considered force majeure, the Parties' obligations under the Agreement will be suspended to the extent to which and for the period in which they are impeded. A Party affected by such a factor shall notify the other Party without delay that a force majeure is deemed to have occurred.

13. Confidential information

Information the Party becomes acquainted with in relation to the conclusion or execution of the Agreement and that relates to the other Party's operations, employees, products, services or use of the service shall be kept confidential and not be disclosed to Third Parties without the other Party's written consent. The duty of confidentiality does not prevent the Parties from utilizing the general knowledge and expertise acquired in relation to the execution of the Service in its future operations.

14. Dispute resolution

The Agreement shall be interpreted and governed in accordance to Norwegian law. Any disputes between the Customer and the Vendor related to the EULA shall be decided by the ordinary courts of Norway. Both Parties consent that all disputes are submitted under the jurisdiction of the Oslo city court.

Appendix 3 – Maintenance Agreement

1. General

This document contains standard terms for maintenance from Maritech Systems As (“the **Vendor**”) and the “**Customer**”. The Vendor and the Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”.

Amendments to the Maintenance Agreement are only valid if they are signed by the Vendor’s CEO or if they are published on the Vendor’s website as a general updated version.

The Customer’s right to use the Products with the correct amount of End Users following the Parties’ End User License Agreement requires the Customer’s payment of the License fee/Maintenance fee for such Products that covers the license period.

User support (support on Products through the Vendors’ helpdesk by telephone, e-mail or web) is given, if the Customer has paid the Support fee for such Products according to the Support Agreement between the Parties.

2. Definitions

Regular Maintenance: Services provided by the Vendor that are included in the fixed, agreed price (Maintenance fee) for certain Products limited to Upgrades and Preventive Maintenance.

Customer: The legal entity that buys Maintenance to the Products from the Vendor on behalf of Customer’s End Users.

Upgrade: The Vendor shall give the Customer access to newer versions of the Vendor’s Products and upgrades that are initiated by the Vendor.

Products: The software and/or databases developed by Martiech Systems As. The Products are more closely described at the web page: www.maritech.no.

Preventive Maintenance: Changes the Vendor initiates and makes to correct or better the Services in the Vendors’ Products.

Service period: The time between 8 a.m. and 4 p.m. on working days in Norway

Super user: An employee at the Customer who has been trained to manage the Products and who knows the Customer IT-systems and has high technical IT competence.

Additional Services: Services that can be delivered by the Vendor for an extra fee. Such Services must be agreed upon separately.

Maintenance fee: The fee the Customer pays to the Vendor to receive regular maintenance during the relevant period. If the agreed Maintenance fee is not specified on the front page of the Maintenance Agreement or in the Purchase Agreement or in another written document between the Parties, the Maintenance fee is the same as the License fee for the relevant products.

3. Start-up and duration

3.1 Effective date

The Effective date for the Vendors’ deliverance of Regular Maintenance to the Customer is the same day as the End User License Agreement started for the relevant Products (the day the Customer paid License fee/Maintenance fee if nothing else is agreed).

3.2 Agreement period

The duration of the Agreement is from the Effective date and as a minimum until December 31st in the calendar year after the

Effective date. Thereafter the Maintenance Agreement is renewed automatically for one – 1 – year at a time until the Maintenance Agreement is terminated – within six – 6 – months before the start-up of the next annual Agreement period. A paid Maintenance fee will not be reimbursed.

4. Scope of the Agreement

The Agreement concerns the delivery of Regular Maintenance and potential Additional Services from the Vendor to the Customer for the duration of the Maintenance Agreement assuming that the Customer has paid the Maintenance fee for the relevant Agreement period.

5. Services from the Vendor

The Vendor shall follow the following guidelines regarding Regular Maintenance for Products that the Customer has paid the Maintenance fee:

- **Regular Maintenance:**

Services that are considered Regular Maintenance covers errors that are connected to the Products and that arise during normal operation where the Customer has complied with the duties specified in paragraph 6.

- **Upgrade:**

The Vendor shall make sure that the Customer has access to the newest versions of the Products that includes corrections or improvements of Products included in the Maintenance Agreement. New versions of Products that are included in the Maintenance Agreement shall be made available to the Customer as soon as they are available in Norway.

- **Preventive Maintenance:**

The Vendor will, on the Vendor’s support page for the included Products inform the Customer about how to avoid known errors that can arise during normal use of the Products.

If the Vendor discovers a Product error that can be solved temporarily (before a new upgrade) by patching (non-permanent correction), fix or in any other way, the Vendor will, by remote connection, make the Customer able to correct such errors or install such improvement in the Customer’s systems.

- **Additional Services:**

If the Customer requires Regular Maintenance outside of the Service Period, this can be offered to the Customer as an Additional Service.

It is the Customer’s responsibility to install the Product Upgrade in the Customer’s IT-system. The Vendor can assist to install new versions as an Additional Service.

If errors must be corrected by the Vendor at the Customer’s site, this can be offered as an Additional Service. The Vendor can assist the Customer with installation of temporary corrections as an Additional Service.

For Support readiness (via the Vendor’s help desk by phone, e-mail or web support.maritech.com) with demands regarding response time (support and user support), the Customer must enter into a Support Agreement with the Vendor. Without such Support Agreement these services is offered as an Additional Service at the price of NOK 25.000 for the first hour and then NOK 50.000 for following hours of support readiness. If the Customer demands more than simple installation aid or error correction from the Vendor (installation or error correction aid at the Customer’s for more than 5 hours per calendar month), a Consultancy Agreement must be entered into with the Vendor.

6. The Customer's duties

The Customer shall appoint one contact person and one substitute contact person for each Product who can require assistance, and both must be Super users. If the Customer uses the Product at several locations, the Customer shall send a written message to the Vendor that specifies the Super user for each Product at each location.

It is the Customer's duty to ensure that a necessary security copy of the software and data in the Customer's systems is made, including the Products and the data stored in the Products. The Customer shall notify the Vendor about errors in the Products without undue delay.

When asked, the Customer has a duty to give the Vendor access to the Customer's systems via a telecommunications line or a network when the Vendor suspects that there may be errors that can be corrected in this manner. The Customer also has a duty to make competent personnel available to the Vendor if necessary. The Customer has a duty to comply with the Vendor's orders regarding installation of new versions of hardware or software. If the Customer fails to follow the Vendor's orders and does not begin to use new versions, the Agreement can be terminated with a written notice of one month.

The Customer has a duty to provide the necessary cooperation to ensure that the Vendor can fulfil its duties conscientiously and without delay. The duty to cooperate can be more closely regulated in the individual Agreement between the Parties. If nothing else is agreed, the Customer shall facilitate for the Vendor's regular Maintenance and Additional Services. The Customer shall also cooperate as far as necessary so that the Vendor can deliver the agreed Services.

If it is agreed or implied that the Customer shall perform certain tasks or services, and the Customer fails to fulfil these duties on time, the Vendor's duties according to the Agreement shall be suspended as far as the Vendor considers that these duties depend on the Customer's efforts. The same applies where the fulfilment of the Vendor's duties under the Agreement is prevented or made more difficult because of the Customer or someone who answers to the Customer. The suspension shall be in reasonable proportion to the delay or the prevention the Customer is responsible. The Customer shall cover potential extra expenses or encumbrances that apply because of the delay/prevention and/or obstruction for the Vendor.

7. Third Party Deliverables

The Vendor shall not be responsible for delivering, procuring or installing equipment, products or services from a Third Party ("Third Party deliverables"), even though such Third Party deliverables may be prerequisites for the Vendor's deliverables to function as agreed, unless this ensues explicitly from the Parties' Maintenance Agreement.

The Customer bears the risk that the Third Party deliverables that the Customer relies on are compliant with the Vendor's deliverables, unless otherwise explicitly agreed in the Parties' service/Delivery Agreement. The Customer accepts that the Vendor cannot extend anything other than a standard guarantee for Third Party deliverables. The Customer accepts that the Customer is required to sign the necessary Agreements regarding right of disposal directly with a Third Party which holds the requisite rights to Third Party deliverables, including inter alia licensing Agreements for software and/or databases.

8. Confidential information

Each Party is obligated to maintain confidentiality and prevent other persons from learning about information that concerns the other Party, such as business information, employees, Products, services and software, or how to use such services or software, without the written informed consent of that Party.

Confidentiality shall not prevent the Parties from using general knowledge and skills acquired during the performance of their obligations in future enterprises.

9. Obligation to provide insurance

The Customer is required to maintain reasonable insurance on equipment, software, documentation, etc. that belongs to the Vendor, but which the Customer has in its possession/its operating environment as a link in the Vendor's deliverables to the Customer.

10. Payment

The Vendor may invoice the Maintenance fee in advance for 12 months at a time unless the Parties agree on another period in writing. The first time, the Maintenance fee will be invoiced as a License fee from the effective date until December 31st the same year, and thereafter it will be invoiced as a Maintenance fee in October for the next calendar year. The Vendor has the right to split the annual Maintenance fee into two or four invoices, which are sent to the Customer in advance of each period.

For every extra Product or location the Parties agree shall be a part of Regular Maintenance, the Vendor can bill the Customer a separate Maintenance fee from such day and there will be calculated a Maintenance fee for the whole month from such day and until December 31st the same year (for the following year the Maintenance fee will be increased accordingly). The Maintenance fee for the next calendar year will automatically be increased and the next invoice will increase accordingly.

If the Parties decide that certain Products shall no longer be a part of Regular Maintenance, the Maintenance fee shall be reduced accordingly, starting from the invoice for the next calendar year if the invoice is sent by October.

The Customer shall pay the agreed Maintenance fee by the due date. Terms of payment shall be 14 days. In the event of late payment, the Vendor is entitled to interest on the amount due for payment pursuant to Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (The Act relating to Interest on Overdue Payments).

All prices are specified exclusive of value-added tax (VAT) and other relevant taxes. In the event the Vendor must to purchase products/services in foreign currency as part of its deliveries to Customer, the exchange rate on the Vendor's invoice date shall be used. Delivery terms and conditions are Ex Works (Incoterms 2010).

Additional Services are usually invoiced monthly in arrears. For Additional Services the Vendor's normal hourly fees apply for assistance provided during the Vendor's Service Period. Assistance between 4 p.m. and 8 p.m. on business days carries a surcharge of 50% of Vendor's ordinary hourly rate, and assistance between 8 p.m. and 8 a.m. on business days, Saturdays, Sundays, Christmas Eve, or on public holidays carries a surcharge of 100% on Vendor's ordinary hourly rate.

In the event that changes are made to public taxes and charges that affect the Vendor's costs, after the Maintenance Agreement has been entered into, the Vendor may, without prior notice, continue to incur such costs from the same time as such costs affect the Vendor's costs.

In addition, the Vendor may perform annual price adjustments with effect from 1 January of the following year, with the higher of 2% or last year's change in the consumer price index (CPI) or consumer price index with labour as a dominant factor.

Other price changes must be notified in writing, and such price changes can only be implemented 14 days after the notice has been sent.

11. Complaints, default and sanctions

The Vendor's liability and the Customer's rights to compensation in the event of default on the part of the Vendor are as follows:

The Vendor's liability for damages or losses, regardless of cause and basis for the case and regardless of whether it refers to breach of contract or tortious conduct, shall be limited to the Customer's direct losses. Total compensation shall not exceed the amount the Customer has paid the Vendor under the Delivery Agreement to which the loss or damage is related over the past six months and, in any case, not amount to more than NOK 50.000.

The Vendor shall not under any circumstances be liable for non-economic losses or Indirect Losses. The term "Indirect Losses" includes in this context interruption losses and other consequential losses, lack of anticipated savings, loss of earnings or profits, loss of data, loss of computer time, consequential damages, operating losses, operating losses, losses incurred by Third Parties, losses as a result of the Agreement with a Third Party being annulled or amended, as well as other commercial or pecuniary losses.

The ceiling on indirect losses also applies where the Vendor has been made aware of the possibility that such losses or such damages can occur. The Vendor shall not under any circumstances be liable for repairing damages to, replacing or restoring software or data files.

The Vendor is not liable for loss, injury to, and deletion or similar of data, software, systems etc. Further, the Vendor is not responsible for direct or indirect loss of the Customer or a Third Party caused by errors or defect regarding data, software, systems etc. This also applies for losses incurred by Third Parties and losses that could occur after wrongful use of the Products or use of Products inconsistent with user manuals.

A signed Maintenance Agreement can be terminated on the grounds of a material breach if the other Party has not managed to rectify the matter within 30 days of when a written notice of possible cancellation stating the grounds for cancellation has been sent.

The Customer cannot assert other liability/other rights to compensation than those specified in the preceding paragraph. The Customer loses its right to argue liability/sanctions against the

Vendor under a signed Delivery Agreement if written, specific complaints have not been received by the Vendor within 30 days after the Customer discovered or should have discovered the breach of contract.

12. Force majeure

In the event implementation of the Parties' Agreement is impeded or made significantly more difficult by a factor outside the Parties' or subcontractor's control or which under general law in Norway is considered force majeure, the Parties' obligations under the Agreement will be suspended to the extent to which and for the period in which they are impeded. A Party affected by such a factor shall notify the other Party that a force majeure is deemed to have occurred without delay.

13. Assignment

The Vendor can assign its rights and/or obligations under a signed Delivery Agreement in whole or in part to a Third Party. Upon such assignment, the Customer shall be notified in writing. The Customer cannot assign rights or obligations pursuant with the Maintenance Agreement without written consent from the Vendor.

14. Conflict

This Agreement is subject to Norwegian law. Any disputes arising between the Customer and the Vendor in relation to the Maintenance Agreement shall be decided by the ordinary courts of Norway. In such disputes, the action shall be filed before the Oslo District Court.

Appendix 4 – Support Agreement

1. General

This document contains standard terms for Support Response between Maritech Systems As (the “Vendor”) and the “Customer”. The Vendor and the Customer are referred to individually as a “Party” and collectively as the “Parties”. Amendments to the Support Agreement are only valid if they are signed by the Vendor’s general manager or if they are published on the Vendor’s website as a general updated version.

The Customer’s right to use the Products with the correct amount of End Users following the Parties’ End User License Agreement presupposes that the Customer has paid a License fee/Maintenance fee for the relevant Products that covers the license period.

The Customer must enter into a Maintenance Agreement with the Vendor for the Products covered by the Support Agreement. Updates or upgrades of the Product presupposes that the Customer has paid a Maintenance fee according to the Parties’ Maintenance Agreement.

2. Definitions

Support: The regular services provided by the Vendor to the Customer by telephone, e-mail and web support.maritech.no as support for the Products, hereunder a guaranteed response time by competent personnel.

Support fee: The fee the Customer pays the Vendor to receive Support Response. The Purchase Agreement or other written Agreement between the Parties specifies the Support fee.

Customer: The legal entity that buys Support Response for the Products from the Vendor.

Products: The software and/or databases developed by Maritech Systems As. The Products are more closely described at the web page: www.maritech.no.

Service Period: The Period between 8 a.m. and 4 p.m. on working days in Norway.

Response time: The period from the Customer contacts the Vendor by telephone or e-mail designated for Support Response, until the Vendor responds by telephone or e-mail to inform that the Vendor has begun to handle the request.

Super user: A Customer employee who has been trained to manage the Products and who knows the Customer’s IT-systems and has high technical IT competence.

Additional Services: Services that can be delivered by the Vendor for an extra fee. Such Services must be agreed upon separately.

3. Duration

3.1 Effective date

If the Effective date for the Vendor’s delivery of Support to the Customer is not agreed in writing between the Parties, the Effective date is considered to be either (i) the day the Customer has begun to use the Products or (ii) the first calendar month after the Parties have signed the Support Agreement, whichever is earliest. The Vendor’s duty to provide Support presupposes that the Customer has paid a Support fee in advance for the relevant period and that at least one Super user at the Customer’s has undergone training.

3.2 Agreement period

The duration of The Agreement is from the Effective date and as a minimum until December 31st the calendar year after the Effective date. Then the Support Agreement is renewed automatically for one -1- year at a time until the Support Agreement is terminated

in writing within six – 6 – months before the start of the next annual Agreement period. Support fee that is already paid will not be reimbursed.

4. Contact regarding Support

The Customer shall contact the Vendor through the Vendor’s service desk either by telephone, e-mail or web:

Telephone: +47 71 51 74 00

E-mail: support@maritech.no

Web: support.maritech.no

5. The Vendor’s Support services with standard SLA

For Products, that the Customer has paid the Support fee for, the Vendor shall provide the Customer Support Response during the Service Period according to the following guidelines:

- The Vendor shall provide competent staff to the Customer per. telephone or e-mail in the Vendor’s service desk as specified in section 4.
- If the Customer reports an error situation related to the Products, the Vendor shall, within the guaranteed Response Time, initiate investigations as to whether or not the error can be corrected. The Vendor shall attempt correction through direct connection to the Customer’s system. The Customer and the Vendor’s Service Desk (Terminal Server, Citrix, e.g.) can agree on appropriate remote connectivity.
- For inquiries requiring Third Party assistance, the Vendor shall notify such Third Party if the error is related to the Customer’s use of the Products. For other error situations, the Vendor shall, in an appropriate manner, attempt to explain how the Customer may receive assistance to correct the error itself or from Third Parties.
- The Vendor guarantees a Response Time of notified events within a maximum of 8 hours within the Service Period. The Vendor makes no warranties regarding the deadline for solving the event, for example, if a new version of the Product corrects the error or that a "workaround" is installed.

In addition, **Appendix 1: Routine for implementation of Support Preparedness** applies.

If requested by the Customer, the Parties may separately agree to an Extended Support Emergency Agreement - an Extended SLA. In this case, the parties will fill out **Appendix 2: Extended SLA** and agree on separate prices for selected Additional Services (e.g. faster Response Time and / or Customer Support beyond the Service Period).

6. The Customer’s duties

The Customer shall appoint one contact person and one substitute contact person for each Product who can require assistance, and both must be Super users. Where the Product is used at several locations at the Customer’s, the Customer shall send a written message to the Vendor that specifies the Super user for each Product at each location.

The Customer shall ensure a necessary security copy of the software and data in the Customer’s systems, including the Products and the data stored in the Products. The Vendor shall be notified regarding errors in the Products without undue delay as stated in the Support Agreement.

When asked, the Customer has a duty to give the Vendor access to the Customer’s systems via a telecommunications line or a network when the Vendor suspects that there may be errors that

can be corrected in this manner. The Customer also has a duty to make competent personnel available to the Vendor if necessary.

The Customer has a duty to comply with the Vendor's orders regarding installation of new versions of hardware and software. If the Customer fails to follow the Vendor's orders and does not begin to use new versions, the Agreement can be terminated with a written notice of one month.

The Customer shall, conscientiously and without delay, provide the necessary cooperation to ensure that the Vendor can fulfil its duties. The Parties can regulate the duty to cooperate more closely in the individual Agreement. If nothing else is agreed, the Customer shall facilitate for the Vendor's regular Maintenance and Additional Services. The Customer shall also cooperate as far as necessary so that the Vendor can deliver the agreed Services.

If the Parties have agreed or implied that the Customer shall perform certain tasks or services, and the Customer fails to fulfil these duties on time, the Vendor's duties according to the Agreement shall be suspended as far as the Vendor considers that these duties depend on the Customer's efforts. The same applies where the fulfilment of the Vendor's duties under the Agreement is prevented or made difficult because of the Customer or someone who answers to the Customer. The suspension shall be in reasonable proportion to the delay or the prevention to which the Customer is responsible. The Customer shall cover potential extra expenses or encumbrances that apply because of the delay/prevention and/or obstruction for the Vendor.

7. Third Party Deliverables

The Vendor shall not be responsible for delivering, procuring or installing equipment, products or services from a Third Party ("Third Party deliverables"), even though such Third Party deliverables may be prerequisites for the Vendor's deliverables to function as agreed, unless this ensues explicitly from the Parties' Support Agreement.

The Customer bears the risk that the Third Party deliverables that the Customer relies on are compliant with the Vendor's deliverables, unless otherwise explicitly agreed in the Parties' service/Delivery Agreement. The Customer accepts that the Vendor cannot extend anything other than a standard guarantee for Third Party deliverables. The Customer accepts that the Customer is required to sign the necessary Agreements regarding right of disposal directly with a Third Party which holds the requisite rights to Third Party deliverables, including inter alia licensing Agreements for software and/or databases.

8. Confidential Information

Each Party is obligated to maintain confidentiality and prevent other persons from learning about information that concerns the other Party, such as business information, employees, Products, services and software, or how to use such services or software, without the written informed consent of that Party.

Confidentiality shall not prevent the Parties from using general knowledge and skills acquired during the performance of their obligations in future enterprises.

9. Obligation to provide insurance

The Customer is required to maintain reasonable insurance on equipment, software, documentation, etc. that belongs to the Vendor, but which the Customer has in its possession/its operating environment as a link in the Vendor's deliverables to the Customer.

10. Economic terms

The Vendor may invoice The Support fee in advance for 12 months at a time unless the Parties agree on another period in writing.

The first time, the Support fee will be invoiced from the Effective date until December 31st the same year, thereafter it will be invoiced in October for the next calendar year.

For each extra Product or location the Parties agree shall be a part of the Support Response, the Vendor can bill the Customer a separate Support fee from such day. There will be calculated a Support fee for the whole month from such day and until December 31st the same year (for the following year the Support fee will be increased accordingly).

The Customer shall pay the agreed Support fee by the due date. Terms of payment shall be 14 days. In the event of late payment, the Vendor is entitled to interest on the amount due for payment pursuant to Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (The Act relating to Interest on Overdue Payments).

All prices are specified exclusive of value-added tax (VAT) and other relevant taxes. In the event the Vendor must purchase products/services in foreign currency as part of its deliveries to the Customer, the exchange rate on the Vendor's invoice date shall be used. Delivery terms and conditions are Ex Works (Incoterms 2010).

Additional Services are usually invoiced monthly in arrears. For Additional Services the Vendor's normal hourly fees apply for assistance provided during the Vendor's Service Period. Assistance between 4 p.m. and 8 p.m. on business days carries a surcharge of 50% of Vendor's ordinary hourly rate, and assistance between 8 p.m. and 8 a.m. on business days, Saturdays, Sundays, Christmas Eve, or on public holidays carries a surcharge of 100% on Vendor's ordinary hourly rate.

In the event that changes are made to public taxes and charges that affect the Vendor's costs, after the Support Agreement has been entered into, the Vendor may, without prior notice, continue to incur such costs from the same time as such costs affect the Vendor's costs.

In addition, the Vendor may perform annual price adjustments with effect from 1 January of the following year, with the higher of 2% or last year's change in the consumer price index (CPI) or consumer price index with labour as a dominant factor.

Other price changes must be notified in writing, and such price changes can only be implemented 14 days after the notice has been sent.

11. Complaints, default and sanctions

The Vendor's liability and the Customer's rights to compensation in the event of default on the part of the Vendor are as follows:

The Vendor's liability for damages or losses, regardless of cause and basis for the case and regardless of whether it refers to breach of contract or tortious conduct, shall be limited to the Customer's direct losses. Total compensation shall not exceed the amount the Customer has paid the Vendor under the Delivery Agreement to which the loss or damage is related over the past six months and, in any case, not amount to more than NOK 50.000.

The Vendor shall not under any circumstances be liable for non-economic losses or Indirect Losses. The term "Indirect Losses" includes in this context interruption losses and other consequential losses, lack of anticipated savings, loss of earnings or profits, loss of data, loss of computer time, consequential damages, operating losses, operating losses, losses incurred by Third Parties, losses as a result of the Agreement with a Third Party being annulled or amended, as well as other commercial or pecuniary losses.

The ceiling on indirect losses also applies where the Vendor has been made aware of the possibility that such losses or such

damages can occur. The Vendor shall not under any circumstances be liable for repairing damages to, replacing or restoring software or data files.

The Vendor is not liable for loss, injury to, and deletion or similar of data, software, systems etc. Further, the Vendor is not responsible for direct or indirect loss of the Customer or a Third Party caused by errors or defect regarding data, software, systems etc. This also applies for losses incurred by Third Parties and losses that could occur after wrongful use of the Products or use of the Products inconsistent with user manuals.

A signed Support Agreement can be terminated on the grounds of a material breach if the other Party has not managed to rectify the matter within 30 days of when a written notice of possible cancellation stating the grounds for cancellation has been sent.

The Customer cannot assert other liability/other rights to compensation than those specified in the preceding paragraph. The Customer loses its right to argue liability/sanctions against the Vendor under a signed Delivery Agreement if written, specific complaints have not been received by the Vendor within 30 days after the Customer discovered or should have discovered the breach of contract.

12. Force majeure

In the event implementation of the Parties' Agreement is impeded or made significantly more difficult by a factor outside the Parties' or subcontractor's control or which under general law in Norway is considered force majeure, the Parties' obligations under the Agreement will be suspended to the extent to which and for the period in which they are impeded. A Party affected by such a factor shall without delay notify the other Party that a force majeure is deemed to have occurred.

13. Assignment

The Vendor can assign its rights and/or obligations under a signed Support Agreement in whole or in part to a Third Party. Upon such assignment, the Customer shall be notified in writing. The Customer cannot assign rights or obligations pursuant with the Support Agreement without written consent from the Vendor.

14. Conflicts

This Agreement is subject to Norwegian law. Any disputes arising between Customer and Vendor in relation to a Maintenance Agreement shall be decided by the ordinary courts of Norway. In such disputes, the action shall be filed before the Oslo District Court.

Attachment 1: Routine for Support Response

1. Requirements for the Customer regarding Support Response

During the Service Period, the Vendor shall offer Support Response when the Support fee is paid in advance. Support Response is not an Additional Service if the Customer follows these requirements:

- Available User Manuals/ documentation for the Products are used before help is requested.
- The Customer has tried to solve the problem internally by asking the Super user in the Customer’s own organization before contacting the Vendor’s Service Desk.
- The Customer contacts the Vendor’s Service Desk via Super user or his deputy. A deputy shall have undergone the necessary training and have relevant professional competence.

2. Information required when the Customer requests Support Response

The Customer’s request for Support Response shall at a minimum contain:

- Customer name
- The name of the person requesting assistance
- The name of the company in the database if it contains several companies
- Name of location (if the Customer has several addresses with End Users of the Products)
- An as complete as possible description of the problem and if possible when (and in which function) the problem arises.

3. Additional Services

At the Customer’s request, the Vendor is obliged to continue Support Response or troubleshooting after the end of the Service Period. Such work shall be agreed in advance and is billable as an Additional Service regardless of the character of the assignment according to the Vendor’s current hourly rates for such services.

If a visit at the Customer is deemed necessary, the work time and travel time is billed according to the Vendor’s current hourly rates for such Services. Travel and diet is billed according to government rates. Such assistance shall be agreed in advance and is an Additional Service.

Other examples of possible Additional Services are:

- Creation of data for the Customer.
- Assistance in connection with consequential damages for the Customer caused by defects in the Products or incorrect use of the Products.
- At the Customer's request, the Vendor is obliged to assist in such creation as far as possible. Such assistance is billable and must be agreed in advance.
- Support Response that is included in the Support fee that is paid in advance is limited to Support Response with a response time of 8 hours. Consumed hours are billable according to the Vendor’s current hourly rates as an Additional Service.
- Assistance or training because of a different or expanded use of the Customer’s systems or training because of the implementation of other Products than the ones that are included in the Support fee.
- Assistance due to changes the Customer has made to the Hardware setup, a new operating System, or other things that lead to disturbances in the operation or use of the Products.

- Work due to negligence from the Customer or his people, and damage and / or loss the Customer carries the risk of, accidents, fire, etc.

Attachment 2: Extended SLA

1. Extended SLA shall be agreed upon separately

If the Customer requires Support Response beyond the Service Period specified in the Support Agreement, Section 5.1 - Standard SLA, the Customer shall complete this Attachment (Attachment 2) to the Support Agreement.

The general provisions shown by the Support Agreement, Section 5.1 and Attachment 1 apply unless otherwise agreed.

The Price for Extended SLA is agreed in each case and is included in the pricing form of the Support Agreement, unless otherwise agreed by the Parties.

2. Alternatives for Extended SLA

2.1 Faster Response Time

- Response Time Support Response: 4 hours.
- Response Time Support Response: 2 hours.

The Price for the chosen Response Time is agreed separately between the Parties.

2.2 Dedicated Service Person

- The Customer is given access to a Dedicated Customer Contact with a special responsibility to follow up the Customer quickly during the agreed Service Period. If this service is selected, the Vendor shall send the name, telephone number and e-mail of such Dedicated Service Person to the Customer's contact person. The price for a Dedicated Service Person is agreed separately between the Parties.

2.3 Extended Service Period

- The Service Period is extended to 8 am - 8 pm on business days in Norway. Requests for Customer Support shall be made to the Vendor's Service Desk as specified in the Support Agreement, item 4. Selected Response Time is included.
- The Service Period is extended to 24/7/365. This option also includes the Dedicated Service Person Additional Service. Selected response time is included. The Customer’s inquiries about Support Response can also be made to the Vendor's Service Desk at 8am – 8 pm on business days in Norway.

The price for Extended Service Period is agreed separately between the parties.

Appendix 5 – Consultancy Agreement

1. Definitions

Consultant: Consultant, senior consultant or project manager from the Vendor that delivers the Service in accordance with the Consultancy Agreement.

Consultancy Agreement: These terms and conditions with possible modifications and updates as agreed by the Parties in writing.

Customer: The legal entity that orders the Service from the Vendor.
Vendor: Maritech Systems AS with business registration no. 997 929 217.

Party: Customer or Vendor.

Parties: Customer and Vendor.

Products: Software and/or databases developed by Maritech Systems AS. The products are more closely described at the web page www.maritech.no

Service: The consultancy service that in writing has been agreed upon between the Parties that the Consultant shall deliver to the Customer in accordance to this Consultancy Agreement (such written Agreements are considered appendixes to the Consultancy Agreement).

2. About the Service

The Consultant shall perform the Service under the management of the Customer and in accordance with what is agreed upon in writing. Unless otherwise is agreed in writing, the following applies:

1. The execution of the Service for each named Consultant shall be at least 1 full working day (8 hours). However, the Vendor is entitled to temporarily remove the Consultant from the Customer's Service to perform other work for the Vendor.
2. The Consultant performs the Service from the Vendor's facilities.
3. The Service relates to installation or other consultancy services that the Customer need in relation to the Products.

3. Contact persons

Unless otherwise is agreed in writing, the contact persons are those of the Parties who agree to the Services.

The Parties' contact persons can decide the Scope of the Service by e-mail correspondence, including whom is to be Consultant, hourly rates, workplace for the Consultant, the commencement date for the Service and the number of days or hours per week the Service is to be delivered. The Parties' contact persons may send a written notice as specified in the Consultancy Agreement. Only the general manager of the Vendor can make changes in the Consultancy Agreement on behalf of the Vendor.

As far as possible, the Parties shall make use of written communication in relation to the Consultancy Agreement. The Parties accept e-mail correspondence as a written mean of communication. If desired by either Party, the Party may with three-business days' notice convene a meeting between the Parties to discuss the implementation of the Consultancy Agreement.

4. Commencement date and Duration

4.1 Commencement date

The commencement date is the day the Consultant starts to deliver the Service to the Customer.

4.2 Duration

The Consultancy Agreement will take effect from the Commencement date until terminated in writing by one of the Parties. The mutual termination period is 30 days.

If agreed that the Service shall be provided 1 day per week or more, and have a duration of more than 6 months, the following addition applies: If the Customer terminates the Consultancy Agreement prior to the passing of a six (6) months period, the Consultant is entitled to full payment for the entire six-months period, as if the Consultant worked for 8 hours each workday. If the Parties have agreed upon fewer fixed days per week than Monday through Friday, the claim is reduced accordingly.

5. Place of work and working hours

5.1 Place of work

If the workplace is not agreed in writing, the Consultant shall perform the Service in the facilities of the Consultant or where the Consultant deems appropriate until the Parties contact persons agree to a location.

5.2 Working hours

The Consultant's ordinary working hours is from 08-16 on working days. The ordinary working hours include 0.5 hour lunch. If the Service is performed beyond ordinary working hours, section 7.2 about additional rates applies.

6. Duties of the Parties

6.1 Duties of the Vendor

The Vendor is liable for the Consultant's performance of the Service in accordance with good IT practice.

Unless otherwise is specifically agreed, the Consultant is entitled to free use of the Customer's equipment, including its computers, telephones, printers, IT-solutions etc. during the performance of the Service. The Vendor pays the cost for the Consultant's equipment such as mobile phones and laptops, but not for equipment and software that the Consultant must procure in order to provide the Service.

The Consultant shall notify the Customer on relations the Consultant understands may affect the performance of the Service.

6.2 Duties of the Customer

The Service is to be performed under the management of the Customer. The Customer is obliged to conscientiously and without delay contribute as deemed necessary for the Vendor to fulfil his duties. Participation obligations may be further elaborated upon in the individual Agreement between the Parties. Unless otherwise is agreed, the Customer shall facilitate for the Consultants execution of the Service and otherwise lead the cooperation that is necessary for the execution of the Service within the agreed timeframes and with the agreed quality and scope.

If it is agreed or implied that the Customer shall carry out specific tasks or services, and the Customer fails to do so on time, the Vendors' contractual obligations shall be suspended to the extent that the Vendor reasonably considers that these depend on the effort of the Customer. The same apply to where the fulfilment of the contract obligations is prevented or made more difficult by the Customer or someone or something the Customer is responsible for. The suspension must be reasonable in relation to the delay or impediment that the Customer is responsible for. The Customer shall cover any additional costs, charges or expenses incurred to the Vendor due to the delay/impediment and/or the postponement.

6.3 Participation

Both Parties shall contribute to the facilitation of the Party's performance of its duties under the Consultancy Agreement. This means that the other Party shall be notified promptly if any situation arises that may affect the Party's ability to perform its duties under the Consultancy Agreement.

7. Hourly rate and invoicing

7.1 Ordinary hourly rate

Payment for the Service will be estimated per hour unless the Parties in writing have agreed to a fixed daily rate or other special remuneration for the Service. Ordinary workdays on business days are invoiced with 8 hours. The Consultant's hourly rates are set in accordance with the Vendor's current hourly rates for the consultant category that delivers the Service. All prices are excl. vat.

7.2 Additional rates

When performing the Service between the hours 16-20 on business days an addition of 50 % will be made to the Consultant's ordinary hourly rate. When performing the Service beyond these hours there will be given an addition of 100 % to the Consultant's ordinary hourly rate.

7.3 Disbursement, travel and diet remuneration

Disbursements are covered to the extent agreed between the Parties, including disbursements the Customer requests the Consultant to conduct in relation to the Customer's systems, Products or Services. Travel costs for the Consultant's travels under 10 km to and from the Vendor's workplace are covered by the Vendor. Other travel or diet costs will be covered by the Customer in accordance with the Government's current rates unless otherwise agreed.

7.4 Invoicing

The Vendor can send the invoice to the Customer monthly in arrears with a decay of 10 days. The invoice will specify its applied period. Late payment entails interests in arrears under the Norwegian Act. No. 100 of 17th of December 1976 relating to Interest on Overdue Payments from the due date and until the payment is made.

8. Amendments

To be deemed validly, amendments or additions in the Consultancy Agreement shall be in writing. Such amendments shall be signed by the Parties and attached to the Consultancy Agreement, and is implemented from the date of the Parties' signature unless otherwise is agreed upon. If the amendments only regard additional consultancy services, this can be agreed upon by the Parties' contact persons by e-mail. Without prior notice the Vendor may also conduct annual price regulations with effect from January 1st each year with the greater of 2% or the last year's change in the consumer price index (CPI), or consumer price index with wages as the dominant factor.

9. Intellectual property rights

The Consultancy Agreement does not include a transfer of the other Party's intellectual property rights other than agreed to in writing. The Vendor has and retains the copyrights or other intellectual rights to the Products, and for the Services related to the Products the Customer acquire a non-exclusive right to use the adjustments or the results of the Service conducted by the Consultant. If the Service does not apply to the Products, the Customer acquires all rights, including copyrights and other intellectual property rights resulting from the Consultant's efforts related to the execution of the Service. The Consultant may use general knowledge (knowhow) outside the contractual relationship.

10. Confidentiality

Information the Party becomes acquainted with in relation to the conclusion or execution of the Consulting Agreement and that relates to the Services, Products or the other Party's operations, employees, products, services or use of the Service, shall be kept confidential and not be disclosed to Third Parties without a written consent from the other Party. The duty of confidentiality does not prevent the parties from utilizing the general knowledge and expertise acquired in relation to the execution of the Service in its future operations.

11. Liability

The Parties are under no circumstances responsible for the other Party's consequential or indirect loss, including, but not limited to consequential damages, operating losses, loss of use, transaction losses, losses incurred by Third Parties, loss of data or losses as a result of an Agreement with a Third Party being annulled or amended. Under any circumstance the Vendor's maximum liability following the Consultancy Agreement is limited to half of what was paid by the Customer excl. VAT for the execution of the Service in the last two (2) months.

12. Dispute resolution

The Consultancy Agreement shall be interpreted and governed in accordance with Norwegian law. All disputes between the Customer and the Vendor relating to the signed Consultancy Agreement shall be settled between the Parties by the ordinary courts of Norway. Both Parties consent that all disputes are submitted under the jurisdiction of the Oslo city court.

Appendix 6 – Cloud Account Agreement

1. General

This document contains standard terms and conditions that applies to any Cloud account Agreement between Maritech Systems AS («**Vendor**») and the Customer. The Vendor and the Customer individually is referred to as «**Party**» and jointly as «**Parties**». Amendments to the Cloud Account Agreement are only valid if signed by the general manager of the Vendor or is published on the Vendor's web page as general updated version.

The Customer's use of the Cloud Account service from the Vendor is provided by the Customer's payment of Cloud Account fee for the relevant period.

The Vendor's systems and database enables the Customer to handle, supervise and track sea food products from it starts as roe in the ocean and out to the market.

The Vendor offer its Customers that already use the Vendor's sea food database to open a Cloud Service Account that is stored on a server in EU/EEA. With a Sky Service Account Customers may gain access through internet to the Vendor's data base, as well as the Vendor's additional services and Third Party services.

The Customer is a company that already use the Vendor's database, and wants access to the Vendor's database stored on a secure server in EU/EEA. The Customer will have the opportunity to communicate with other costumers that use the Vendor's database and/ or Third Party services, that are accessible via internet, as well as the opportunity to order additional services from the Vendor.

2. Definitions

Cloud Account: The Customer gets a personal login to secure server stored in EU/EEA where the Customer via internet is given access to the Vendor's database and the available additional services from the Vendor or a Third Party.

Cloud Services: The fixed services the Vendor offer the Customer with a Cloud Account.

Cloud Service fee: The fee the Customer pays the Vendor to have a Cloud Account and with that receive the Cloud Services. The Cloud Service fee is specified in sales contract or other written Agreement between the Parties.

Customer: The legal entity which purchases Cloud Account from the Vendor.

Products: Software and/or databases developed by Maritech Systems AS. The Products are more closely described on the web page www.maritech.no

Additional Service: Consecutive services beyond that the Vendor offers the Customer a Cloud Account.

3. Scope

The Cloud Account Agreement consists of the minimum fixed services which are called Cloud Services. The fixed services consists of the Vendor offering the Customer a Cloud Account for the period the Customer has paid Cloud Account fee for.

In addition, the Costumer is offered to order Additional Services from the Vendor. Additional Services are offered as long as the Cloud Account Agreement is in force. The Customer acknowledge that additional terms and conditions may apply for these Additional Services, and such additional terms and conditions shall be deemed as part of this Cloud Agreement. The Cloud Agreement will consist of these standard terms and conditions from the Vendor, standard Data Processor Agreement from the Vendor as well as the additional

terms and conditions that apply to the Additional Services the Parties agree to include in the period of contract.

The Customer may also on its own risk purchase services from Third Parties (hereinafter «**Third Party Services**»). A Third Party may be another Customer with a cloud account at the Vendor, a manufacturer or distributor of apps, web services, databases and/or other services. The Customer acknowledges that additional terms and conditions may apply for these Third Party Services even if such terms and conditions are not part of this Cloud Agreement, and Maritech has no responsibilities whatsoever related to such Third Party Services. The Customer carries the risk of the Third Party Service's suitability for collaboration with the Vendor's performance.

4. Enquiries about Cloud Services

Enquiries about Cloud Services from the Customer shall be made to the Vendor's contact information as follows:

E-mail: support@maritech.no

Web: support.maritech.no

5. Personal information

The Vendor regards protection of privacy as important and acknowledges the need to take necessary precautionary measures when handling personal information. The Vendor offers all Customers to enter into a Data Processor Agreement in accordance with prevailing rules in EU/EEA, see Standard Data Processor Agreement from the Vendor.

The Customer accepts that by using Cloud Services from the Vendor, the Customer consents to the Vendor handling the personal information necessary to deliver the agreed Cloud Services. The Customer is obliged to keep user name and password hidden from persons not concerned.

6. Duration and termination

This Cloud Service Agreement shall take effect on the Effective Date and shall continue in force until December 31st on the same year the first invoice for Cloud Service fee was paid. Thereafter the Cloud Service fee is renewed automatically for 12 months at a time unless a different period is agreed to in writing.

Each party can terminate the Cloud Service Agreement by a six – 6 - month's written notice before each renewal of the Cloud Service Agreement.

The Cloud Service Agreement can be revoked by a 30 days written notice after a serious breach from the other Party. If the breach has been brought in order within 30 days after such notice has been sent, the Cloud Service Agreement will still be in force. The Vendor can revoke the Cloud Service Agreement by a 30 day notice if the Customer has failed to pay the Cloud Account fee or agreed Additional Services. The discharge of the Cloud Service Agreement does not exempt the Parties from paying for already delivered Cloud Services or Additional Services.

7. Economic terms

The price for the Cloud Account fee and agreed Additional Services shall appear on the order confirmation or the offer from the Vendor.

The Vendor may invoice the Customer for Cloud Account fee in advance for 12 months at a time if no other period has been agreed to in writing. First time, the Cloud Account fee will be invoiced from the Effective Date until 31 December same year, and thereafter in October for next calendar year.

The Customer shall within term of payment pay the agreed Cloud Account fee. Terms of payment is 14 days. In the event of late

payment, the Vendor is entitled to interest on the amount due for payment pursuant to Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (The Act relating to Interest on Overdue Payments).

The Customer accepts that the Vendor has the right to deny the Customer access to the Cloud Account in the event of the Customer's failure to pay the Cloud Account fee.

All prices are excluded VAT and other relevant taxes and fees. If the Vendor must purchase products/services in foreign currency as a part of its performance to the Customer, the exchange rate on the date of invoice for the Vendor will be used. Terms of delivery is Ex Works (Incoterms 2010).

Additional services are normally invoiced monthly in arrears. The Vendor's standard hourly rates apply for Additional Services performed in the Service Period. Assistance from the Vendor between 16 and 20 on working days entails an additional 50 % to the Vendor's standard hourly rates, and assistance from the Vendor between 20 and 08 on working days, Saturday, Sundays, Christmas Eve, New Year's Eve and public holidays entails an additional 100 % to the Vendor's standard hourly rates.

In the event of amendments in public taxes and fees subsequent to the Cloud Service Agreement, and which affects the Vendor's expenses, the Vendor may without further notice carry forward such expenses from the same time as such expenses affect the Vendor's expenses.

In addition, the Vendor may without further notice conduct an annual price adjustment with effect from 1 January following year with 2 per cent or last year's amendment in consumer price index or consumer price index with work wages as dominant factor, whichever is highest. Other price adjustments shall be notified in writing, and such price adjustments may only be carried out 14 days after the noticed is sent.

8. Confidentiality

Information the Party becomes acquainted with in relation to the conclusion or execution of the Cloud Service Agreement and that relates to the other Party's operations, employees, products, services or use of the service shall be kept confidential and not be disclosed to Third Parties without the other Party's written consent. The duty of confidentiality does not prevent the parties from utilizing the general knowledge and expertise acquired in relation to the execution of the Service in its future operations.

9. Liability and sanctions

The Vendor's liability and the Customer's powers in the event of breach shall be as follows:

The Vendor's liability is limited to the delivery of Cloud Services and agreed Additional Services. The Vendor is not liable for the Customer's data flow between the Customer's Cloud Account and any Third Parties. The Customer is responsible for the Customer's use of such services, including the Customer's choice of settings and use of Third Party Services. The Customer is liable that the use of Cloud Services and Additional Services is conducted in accordance with relevant additional terms and legislation.

The Vendor's liability for damages or loss, regardless of cause and basis for the case and regardless of whether it refers to breach of contract or tortious conduct, shall be limited to the Customer's direct losses. Total compensation shall not exceed the amount the Customer has paid the Vendor under this Cloud Account Agreement the last 6 months and in any case not amount to more than NOK 50 000.

The Vendor shall not under any circumstances be liable for non-economic losses, consequential losses or indirect losses, including but not limited to interruption losses and other loss of use, lack of anticipated savings, loss of earnings or profits, loss of data, loss of datatime, consequential damages, operating loss, transaction loss, loss incurred by Third Parties, losses as a result of the Agreement with a Third Party being annulled or amended, as well as other commercial or pecuniary losses.

The ceiling on indirect losses also applies where the Customer has been made aware of the possibility that such losses or such damages can occur. The Vendor shall not under any circumstances be liable for repairing damages to, replacing or restoring data, software or data files.

The Vendor is not liable for loss, injury to, deletion or similar of data, software, systems etc. Further, the Vendor is not responsible for direct or indirect loss of the Customer or a Third Party caused by errors or defect regarding data, software, systems etc. This also applies for losses, injury to, deletion or similar incurred due to wrongful use of software or the Products.

The Customer cannot assert other liability/other rights to compensation than those specified in the preceding paragraph. The Customer loses its right to argue liability/sanctions against the Vendor under a signed Cloud Service Agreement if written, specific complaints have not been received by the Vendor within 30 days after the Customer discovered or should have discovered the breach of contract.

10. Force majeure

If the implementation of the Cloud Service Agreement is impeded or made significantly more difficult by a factor outside the Parties' control which under general Norwegian law of contracts and torts is considered force majeure, the Parties' obligations under the Agreement will be suspended to the extent to which and for the period in which they are impeded. A Party affected by such a factor shall without delay notify the other Party that a force majeure is deemed to have occurred.

11. Assignment

The Vendor can assign its rights and/or obligations under a signed Cloud Service Agreement in whole or in part to a Third Party. Upon such assignment, the Customer shall be notified in writing. The Customer cannot assign rights or obligations under Cloud Service Agreement without prior written consent from the Vendor.

12. Dispute resolution

The Agreement shall be interpreted and governed in accordance to Norwegian law. Any disputes between the Customer and the Vendor related to a signed Cloud Service Agreement shall be decided by the ordinary courts of Norway. Both Parties consent that all disputes are submitted under the jurisdiction of the Oslo city court.

Appendix 7 – Data Processor Agreement

1 DEFINITIONS

Data Processor Agreement (DPA): These terms and conditions with any appendices, alterations and updates agreed upon between the Parties in writing (electronically or on paper). The DPA is prepared in accordance with the Swedish Personal Data Act, guides from the Data Protection Authority and the GDPR. The DPA applies between the Customer as the Controller and the Supplier as Processor, within the meaning of the Personal Data Act. The DPA shall be available in writing, hereunder electronically.

GDPR: The EU's General Data Protection Regulation. (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) which comes into force in the EU on 25th of May 2018.

Customer: The Customer is defined as the legal entity that acquires services from the Supplier where the Supplier by some means processes personal data on behalf of the customer. The Customer is a party to Principal Agreement with the Supplier.

Controller: Customer.

Processor: Supplier.

Supplier: Maritech Systems AS with org.nr. 997 929 217.

Party: Customer or Supplier.

Parties: Customer and Supplier.

Principal Agreement: The agreement in force between the Customer and the Supplier which establishes what the Suppliers shall supply to the Customer and the commercial terms. This Data Processor Agreement is an appendix to the Principal Agreement and does not entail any changes to the commercial terms of the Principal Agreement.

2 DATA PROCESSOR AGREEMENT'S INTENTION

The intention of the DPA is to regulate the rights and obligations of the Parties in accordance with the Swedish Personal Data Act and its associated regulations.

The DPA shall ensure that personal data related to the data subjects is not unlawfully processed or made available for unauthorized persons. The DPA regulates the processing of personal data concerning the data subject on behalf of the Controller, including collection, recording, organization, storage and disclosure or combinations thereof.

3 DATA PROCESSOR AGREEMENT'S AIM

The **aim** of this DPA is to specify that the Supplier as the Customer's Processor may process personal data within the terms that are agreed upon with the Customer, hereunder to give the Supplier a legal basis for any processing pursuant to the Principle Agreement which the Supplier shall deliver to the Customer, hereunder to conduct processing which the Customer asks the Supplier to assist the Customer with or to complete the Supplier's agreement with the Customer, as it stands at any time.

The Processor and any person acting on behalf of the Processor, which has access to personal data, shall process said data only on documented instructions from the Controller. The Parties agree that this DPA constitutes such instructions from the Controller. The Parties agree that the Customer shall ensure that new purposes/processing activities shall be documented in writing in some way or other – email constitutes in writing.

The **personal data** to be processed: All personal data that are not sensitive personal data and that the Supplier is given access to or otherwise processes as a consequence of the contractual relationship with the Customer. The personal data processed pursuant to this DPA is specified in an Appendix to this DPA.

The **categories of data subjects** are the Customer's own employees and contract personnel, the Customer's management and owners, contact persons associated with the Customer's suppliers or customers, the Customer's other contracting parties who use the Supplier's solution pursuant to the Principle Agreement as well as any other end user the Customer connects to the Supplier's offered product or service. The categories of data subjects are specified in an Appendix to this DPA.

The **processing** covered by the DPA: The processing that is necessary for the Supplier to fulfil their obligations as a Supplier to the Customer and as a Processor under the applicable laws, as well as the processing pursuant to subsequent contractual relationship between the Parties, and the applicable legal framework.

The Processor may also process personal data to the extent such processing is necessary due to the continuous contractual relationship between the Parties pursuant to the Principal Agreement, for statistical purposes and to improve the Processors services, hereunder to be able to give advice to the Controller concerning types of subscriptions or something else which may improve the services being delivered pursuant to the Principle Agreement. Processing covered by this DPA is specified in an Appendix to this DPA.

The **framework** for the Processor's processing of personal data: The Supplier may process personal data in accordance with the framework provided by the Customer in this DPA and in the prevailing contractual relationship between the Parties at any time and to fulfil the Supplier's responsibility as Processor under the applicable laws.

4 THE PROCESSOR'S OBLIGATIONS

The Processor shall comply with the procedures and instructions for the processing, which the Controller has decided is applicable at any given time. The Processor is obliged to provide the Controller with access to its security documentation, and assist the Controller with complying with their own responsibilities under the applicable personal data legislation, hereunder the GDPR.

The Controller has, unless otherwise agreed or provided by law, the right to access and inspect the personal data processed and the systems used for this purpose. The Processor is obliged to provide necessary assistance to this.

The Processor has a duty of confidentiality regarding documentation and personal data that they obtain access to pursuant to this DPA. This provision also applies after the DPA's termination. The Processor shall ensure that persons authorized to process the personal data are committed to processing the information confidentially by a confidentiality statement in an employment contract or in other agreement with the Processor, if such person is not subject to an appropriate statutory duty of confidentiality.

The Processor shall undertake necessary technical and organizational measures to achieve a level of security appropriate to the risks associated with processing of personal data and to ensure that the processing meets the requirements of applicable data protection legislation, including the requirements of the GDPR, and the protection of the rights of the data subject.

The Processor shall assist the Controller with fulfilling the Controller's duty to respond to requests from data subjects for the purpose of exercising his/her rights as a data subject. The Processor shall assist the Controller in ensuring compliance with the Controller's obligations pursuant to GDPR articles 32 through 36.

The Processor shall immediately inform the Controller if, in its opinion, an instruction from the Controller infringes the GDPR or other statutory provisions on the protection of personal data. The Processor shall keep a record over all the categories of processing activities which are performed on behalf of the Controller, in accordance with the GDPR article 30(2).

5 USE OF SUB-PROCESSOR

If the Processor makes use of sub-processor or others who normally are not employed by the Processor, this must be agreed upon in writing with the Controller before the processing of personal data commences.

The Supplier shall not engage a sub-processor without, in advance, obtaining a specific or general written permission for this from the Customer, since the Customer is Controller for the personal data. In the event that a general written permission has been obtained, the Supplier shall inform the Customer about prospective plans to use other sub-processor or replace sub-processor, and thereby give the Customer the opportunity to object to the changes.

Anyone that performs assignments, on behalf of the Processor, where processing of the relevant personal data is included, shall be familiar with the Processor's contractual and legal obligations and comply with the conditions for these.

An overview of the Processor's sub-processors is available in an Appendix to this DPA. The Appendix shall be updated if there are changes to the use of sub-processors.

6 SECURITY

The Processor shall comply with the safety requirements imposed by the applicable personal data protection legislation. The Processor shall document routines and other measures to fulfil these requirements. The documentation shall be made available upon request from the Controller.

An overview of the Processors technical and organisational security measures are available in the Appendix to this DPA or the Supplier's website www.maritech.no. The technical and organisational security measures may be improved and developed in accordance with the technical development. In that event, the Processor may implement updated technical and organisational measures, as long as the level of security remains the same or is improved.

Notification of any discrepancies shall be made by the Processor to the Controller. The Controller is responsible for forwarding the discrepancy notification to the Norwegian Data Protection Authority, pursuant to the current legal framework.

7 SECURITY AUDITS

The Controller shall agree with the Processor that security audits are carried out regularly for the systems and similar entities covered by this DPA. The Processor shall, upon request, enable and contribute to audits, including inspections, carried out by the Controller or another inspector, authorized by the Controller.

The Processor shall, upon request, make available to the Controller all information necessary to demonstrate that the requirements set out in this DPA are met.

8 DURATION

The DPA applies as long as the Processor is processing personal data on behalf of the Controller, and the DPA follows the same rules for termination as the contract between the Customer and the Supplier.

9 UPON TERMINATION

Pursuant to the Controller's decision, the Processor shall delete or return all personal data received on behalf of the Controller to the Controller after the end of provision of the services relating to processing (upon termination of this DPA).

Upon termination of the DPA the Parties may agree that the Processor will delete or securely dispose of all documents, data, etc., which contain data covered by the DPA. This also applies to any backups. The Processor shall delete existing copies of such personal data, documents and data, unless laws require the personal data or such documents / data to be stored.

The Processor shall document in writing that the deletion and / or destruction has been carried out according to the DPA within reasonable time after the termination of the DPA.

10 NOTICES

Notices pursuant to this DPA shall be sent in writing to Supplier by email to privacy@maritech.no and otherwise between the Parties' given contact persons pursuant to the Principal Agreement.

11 CONTROLLER'S RIGHTS AND OBLIGATIONS

The Controller has the rights and obligations which applicable law at any given time requires of the Controller for the processing of personal data.

In the event of violations of this DPA or the Swedish Personal Data Act, the Controller may require of the Processor to stop further processing of the data with immediate effect.

12 DISPUTE RESOLUTION

The DPA shall be interpreted and regulated in accordance with Norwegian law. Any disputes between the Customer and the Supplier relating to the DPA shall be settled by ordinary Norwegian courts. Lawsuits in such disputes shall be brought before the Oslo District Court (Oslo Tingrett), which the parties agree upon as the legal venue. This also applies after termination of the DPA.

APPENDIX: SPECIFICATION OF THE SUPPLIERS SERVICES AND PROCESSING OF PERSONAL DATA COVERED BY THIS DPA

1. PARTIES

Supplier: Maritech Systems AS with org.nr. 997 929 217.

Customer: The legal entity that acquires services from Maritech Systems AS.

2. SPECIFICATION OF THE SUPPLIERS SERVICES AND PROCESSING OF PERSONAL DATA COVERED BY THIS DPA

In accordance with the Principle Agreement the Processor shall deliver:

The Principle Agreement is the agreement entered into concerning Maritech's supply of their product and accompanying operations, support and consultations.

Personal data processed pursuant to the agreement:

Name, mobile phone number, address, place of work, email address and similar which the Customer or the Customer's end user inserts. Other examples of personal data are: username, password, bank account number.

As part of the Processors fulfilment of their obligations pursuant to the Principle Agreement, the Processor will have access to personal data in the Parties systems. These include user information in Maritechs products. Personal data that are collected from Maritechs products are first name, last name, email address and phone number. At the Controller's request, the Processor's solution could also include the processing of additional personal data during the agreement period.

Categories of data subjects:

The Customers own employees, Customers contract personnel, Customer's owners and management, contact persons associated with the Customer's suppliers, transporters or customers. The Customer's other contractual parties which make use of the solution from the Supplier pursuant to the Principal Agreement, and any other end user the Customer connects with the Supplier's offered product or service.

Processing pursuant to the agreement:

The Supplier's processing which is necessary to fulfil the Supplier's duties pursuant to the Principal Agreement, for statistical purposes and to improve the Processors services to the Customer, hereunder to give advice to the Controller concerning the type of solution and other aspects which may improve the services being delivered pursuant to the Principal Agreement, hereunder suggesting improvements of data security for personal data being processed.

The Processor shall in accordance with the Principle Agreement deliver Maritech's products with associated operations, support and consultation. Maritech's products may collect information about the device, personal data being collected includes the device name, MAC address, serial number, IMEI number, IMSI number and IP address.

The Controller shall enter into their own data processor agreement with any other supplier which is not a sub-processor of Maritech.

The framework for the processing:

The Supplier only processes personal data within Norway and the EU/EEA. If the Processor plans to transfer or process personal data outside the EU/EEA, the Processor shall warn the Customer before such processing is initiated and document that the Processor has entered into a data processor agreement with the relevant sub-processor which fulfils the requirements for such transfers/processing as well as that the security for such processing fulfils the requirements in the GDPR article 32.

Instructions from the Controller:

The Processor and any other person who processes personal data for the Processor who has access to personal data, shall process such personal data only in accordance with documented instructions from the Controller.

This DPA is considered such documented instructions.

Emails from the Controller are also considered such documented instructions.

3. LIST OF SUB-PROCESSORS THE PROCESSOR HAS AN EQUIVALENT DATA PROCESSOR AGREEMENT WITH:

NAME SUB-PROCESSOR	WEBSITE	DATA PROCESSOR AGREEMENT ENTERED INTO
IT Data AS (AdCom)	https://www.adcom.no/personvernerklaering/	8th of June 2018
Microsoft Azure	https://www.microsoft.com/en-us/trustcenter/Privacy/GDPR#General-FAQ	
SuperOffice AS	https://www.superoffice.no/personvern/avtaler/dpa	25 th of May 2018

4. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

The Processor guarantees that appropriate technical and organisational security measures are implemented at any given time to ensure satisfactory information security so that personal data is protected against unauthorized or accidental destruction, loss, damage, alteration or unauthorized disclosure of said personal data. This applies particularly to personal data that is transferred over a network.

Such technical and organizational security measures include, but are not limited to: control of physical access at data centres, authentication and authorisation of users and systems, asynchronous and synchronous encryption, hashing and salting of passwords, encryption of traffic sent over the internet as well as digital certificates. See also Maritech's privacy policy on www.maritech.no.

The Processor shall, at the Controller's request, make available all information that is necessary to show that the obligations stipulated in this DPA are met.

Appendix 8 – Amendments to the Framework Agreement with Appendices

AMENDMENT PROTOCOL

This Document shall only be used if the Parties agree to amendments in the general Agreement text in the Framework Agreement, Standard Sales and Delivery Terms, End User License Agreement, Maintenance Agreement, Support Agreement, Consultancy Agreement, Cloud Services Agreement or the Data Controller Agreement from Maritech Systems As («The Vendor»). The Amendment enters into force from the time when the Vendor has signed in the place for such approved signature.

Nr:	Date:	Description of Amendment:	Signature:	
		<i>Insert a reference to the item in the Agreement (name of document and name of clause) that changes and enter the change (enter new text)..</i>	<i>For the Customer:</i>	<i>For the Vendor:</i>
1.				
2.				
3.				
4.				
5.				