

DNV NAVIGATOR SERVICES™ AGREEMENT

DNV Reference no.:		DNV Customer no. (id):	
Licensee	Name/legal entity:	Address:	
	Contact person, telephone/fax/e-mail:	Invoicing address:	
DNV MP	Legal entity: DNV Maritime Partner AS	Section/department: GMCNO245	
	Contact person, name:	Telephone: +47 97717057 e-mail: maritime.partner@dnv.com	
Work / project name	DNV Navigator Services		
	Commencement date:		Project number:
Scope of work (hereinafter called the Work)	Delivery of DNV Navigator Services		
Remuneration and terms of invoicing	Invoicing, ref. section 5 in the General Terms and Conditions.		
Specification of fees, expenses and additional costs			
Special conditions			

This Agreement consists of this cover page, the General Terms and Conditions and any other documents referred to herein, and constitutes the entire Agreement between the parties which shall supersede and invalidate all prior representations relating to the subject matter hereof. The Agreement shall be read as one document and in case of contradiction between the provisions in the various parts of the Agreement, the following order of precedence shall apply: 1. Special Terms and Conditions, 2. General Terms and Conditions, 3. All other Attachments in the order they appear. No amendment and/or variation to the Agreement is valid unless duly signed by both parties. This Agreement is made in duplicate, one original for each party hereto.

for Customer

Place:

Date:

for DNV MP

Place:

Date:

Signature

Signature

name and title (printed)

name and title (printed)

DNV Navigator Services™ General Terms and Conditions

1. DEFINITIONS

The terms used in this Agreement shall have the following definitions:
Agreement: Refers to this agreement, including the offer and any Appendices pertaining thereto.

Delivery Date: The date on which the Product is made available to the Licensee.

Designated Site: The vessel(s) and licensee's office address as specified on page 1 of this Agreement.

License: A right to use the Product in accordance with the terms and conditions herein.

License Fee: All fees as defined in the offer referred to in the Agreement.

Product: DNV Navigator Services and any other products, including their content and any accompanying written material and/or manuals and/or other services covered, as specified in the offer specified on page 1 of this Agreement.

2. FORMATION OF CONTRACT

2.1 This Agreement shall be deemed entered into when one of the following events have taken place:

- a) This agreement has been signed by both parties.
- b) The Licensee has installed the Product or in any other way has started to use the Product.

3. RIGHT OF USE

3.1 DNV MP grants the Licensee a non-transferable and non-exclusive right to use the Product until this Agreement is terminated (irrespective of the reason for termination), and provided that the terms of this Agreement are fulfilled. The Licensee acknowledges and accepts that this Agreement grants no title or ownership to the Product.

3.2 The Licensee is authorized to install and use the Product on the Designated Site as specified in the user manual and this Agreement. The Product shall only be used by the Licensee's employees. It is explicitly noted that the use of the Product may only take place at the Designated Site and that the Product may only be installed on computers located at the Designated Site.

3.3 The Product is protected by copyright in accordance with Norwegian law and international treaties. The Licensee may not reverse compile, disassemble or otherwise reverse engineer the Product. The Licensee further accepts that the Product may not be divided into parts and used separately. The Licensee is explicitly granted permission to make copies of the Product at multiple discs for use at the Designated Site, but only to the extent this is necessary in order for the Licensee to have a backup copy of the Product.

3.4 The Product may include software owned by IBM and delivered by DNV MP. The Licensee accepts that this Agreement only gives the Licensee a right to use these IBM products in conjunction with the Product and that any other use will be an infringement of this Agreement and of IBM's intellectual property rights.

3.5 The Licensee shall indemnify and hold DNV MP harmless from and against any and all losses, costs, claims, damages etc. incurred by DNV MP as a consequence of the Licensee's breach of this section 3.

4. DELIVERABLES AND SERVICES

4.1 Delivery of DNV Navigator Services according to the offer referred to in the Agreement.

Licensee need to provide required information requested by DNV MP.

4.2 This Agreement includes remote support from the DNV MP support team on working days (Monday to Friday) between 08:00 and 16:00 CET. All additional support services will be charged separately according to DNV MP's at all times applicable standard rates.

4.3 DNV MP may deliver customised forms and interfaces. The cost for such work will be agreed in each case.

5. PAYMENT

5.1 The License Fees for the Product is specified in the offer referred to on page 1 of this Agreement. In addition the Licensee shall cover all costs of shipment related to distribution of the Product. All Prices quoted are exclusive of VAT and/or any local sales taxes.

5.2 Terms of payment are net per 30 days

5.3 Payment shall be made to DNV MP's bank account as stated on the invoice.

5.4 In the event of late payment by the Licensee, DNV MP may:

- a) postpone the fulfilment of his obligations under the contract until such payment is made, and
- b) recover interest on the sum due, from the date the payment was due, at a penalty interest rate of 1% per month or part thereof or the highest rate allowable by law, whichever is higher.

5.5 DNV MP reserves the right, exercisable in its sole discretion, to adjust License Fees once a year in accordance with market changes.

6. LIMITATION OF LIABILITY

6.1 It is particularly noted that DNV MP and/or its employees and the various third party suppliers of programs or program components undertake no liability for any damage or loss, direct, indirect or consequentially, which may arise in connection with the Licensee's use of the Product or the use

of results obtained by means of the Product.

6.2 In any circumstances DNV MP shall only be liable for foreseeable losses, and expressly excludes any liability for indirect or consequential damages, including loss of profit.

6.3 Notwithstanding anything to the contrary in this Agreement, the maximum aggregate liability of DNV MP pursuant to this Agreement and according to law, shall be limited to the annual License Fee paid by the Licensee to DNV MP.

7. WARRANTY DISCLAIMER

7.1 The Licensee hereby acknowledges that no promise, representation, warranty or undertakings have been made or given by DNV MP to the Licensee or any person acting on the Licensee's behalf in relation to profitability, fitness for purpose or any other consequences or benefits to be obtained from the delivery or use of the Product. In particular, DNV MP disclaims any warranties concerning the accuracy of, and the Licensee's reliance on, coordinates, and other data that the Licensee obtains through the use of the Product. The Licensee and his employees have relied on their own skills and judgment in deciding to acquire the Product for use by the Licensee and his employees.

8. WARNING

8.1 The Product is not a navigation aid, but an aid for effective planning of port entries/departures and sailing in regulated waters as well as an aid to effective and correct communication with parties such as pilots, VTM Services, Harbour Masters, etc.

8.2 To the best of DNV MP's knowledge the information presented in the Product is correct. DNV MP has done its utmost to secure and present correct information. Still, DNV MP explicitly does not give any guarantees related to the accuracy or the correctness of any information presented in the Product and emphasize that the master of the ship always remains responsible for the planning and execution of the vessel's navigation.

9. TERMINATION

9.1 This Agreement is automatically renewed for rolling one year periods, until it is terminated by either party by giving written notice of termination no later than 3 months prior to the expiry of the applicable one year period. No refunds will be made for annual License Fees paid, and the Licensee retains the right to use the product for the remaining term of this Agreement.

9.2 DNV MP and the Licensee have the right without further obligation or liability to terminate this Agreement with immediate effect in the event of breach of the provisions of this Agreement by the other party, unless the other party remedies such breach within 14 (fourteen) days after receipt of written notice.

9.3 Termination of this Agreement and/or repossession of the Product shall be without prejudice to any other remedies the Licensee or DNV MP may lawfully have by virtue of the other party's breach.

9.4 Upon termination, the License and all other rights granted to the Licensee hereunder shall immediately cease and the Licensee shall immediately:

- a) delete all copies of the Product and any portions thereof.
- b) give DNV MP notice in writing stating that the Licensee has complied with the requirements of this Article 9.

10. NON-DISCLOSURE

10.1 The Product as well as information related to other activities the parties revealed during the fulfilment of this Agreement, shall be considered confidential and shall not be used or permitted to be used except in the manner prescribed in this Agreement.

11. GENERAL PROVISIONS

11.1 This Agreement may only be changed by written addenda duly signed by both parties.

11.2 Licensee shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of DNV MP. DNV MP may assign its rights and/or obligations according to this Agreement in whole or in part to any third parties.

11.3 When the Licensee publishes information related to the Products or results obtained by means of the Products, proper reference shall be given to the Product name. Publications in this context mean freely distributed information.

11.4 DNV MP may refer to the Licensee as a user of the Product for marketing purposes.

11.5 Notwithstanding anything to the contrary in this Agreement, the Licensee acknowledges that the Products are or may be subject to export restrictions or regulations. The licensee shall comply with such regulations and shall not export the Products without having obtained any and all licenses and permits required under applicable regulations.

12. GOVERNING LAW AND LEGAL VENUE

12.1 This contract shall be governed by Norwegian law.

12.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Oslo.