

END USER LICENSE AGREEMENT

This End User License Agreement (EULA) constitutes an agreement between You and G&O Maritime Group (G&O) Lundtoftegårdsvej 95 3rd floor, 2800 Kgs. Lyngby, Denmark and its group companies. These are Gertsen & Olufsen A/S, CVR no. 16314897 - Atlas Incinerators ApS, CVR no. 31083176 - Pres-Vac Engineering A/S, CVR no. 20545739 - Heco International A/S, CVR no. 37660612 - Hans Jensen Lubricators A/S, CVR no. 11221033.

“You” or “Your” shall for the purpose of this EULA mean the person or legal entity that has acquired auxiliary equipment hereto (whether as such or installed on a vessel or a plant) manufactured by, or under license from, G&O or one of its group companies, which includes incorporated and/or standalone software (the “System”) either through G&O directly or through one of its distributors.

IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, DO NOT USE THE SYSTEM. BY INSTALLING, USING OR ACCESSING THE SYSTEM, YOU HEREBY ACCEPT THE TERMS OF THIS EULA.

1. Scope

1. Unless You have been expressly informed otherwise by G&O or one of its distributors in writing, this EULA regulates Your rights to use (1) the software supplied by G&O incorporated in the System (the “Firmware”) and (2) any separate software supplied by G&O for use with the System (“Applications”). To the extent that your order includes any Applications, this will appear from the order confirmation.
2. The EULA also regulates Your rights to use any additional Firmware and Applications, including but not limited to updates, upgrades, and features, which may be supplied by G&O to You for use in or with the System from time to time, unless You are expressly informed otherwise by G&O or its distributors in writing. This applies, whether such additional Firmware or Applications have been purchased by You or supplied to You free of charge. From the time such additional Firmware or Applications are delivered to You, they shall for the purpose of this EULA be considered part of the Firmware or Applications.
3. The Firmware and Applications (collectively the “Software”) may consist of:
 1. Software developed by or for G&O (“Proprietary Software”)

2. Third party software, which is not open-source software, licensed to G&O with the right to sublicense (“Licensed Software”), and
3. Software which is licensed by G&O under an open-source license (“Open-Source Software”).

2. Intellectual property rights

1. G&O is either the owner or the licensor of all Intellectual Property Rights, as well as all developments hereof, including such developments as may happen through Your access to and use of the Software.
2. For the purpose of this EULA, “Intellectual Property Rights” shall mean all recognised protectable intellectual property, such as copyrights, patents, utility models, trademarks, industrial design rights, database rights, and applications for any of the foregoing, as well as any trade names, trade secrets, know-how and any and all other intangible protectable proprietary information.
3. G&O warrants that the Software to the best of its knowledge do not infringe upon any third party’s rights.

3. Proprietary Software and Licensed Software license

1. G&O grants You a non-exclusive limited license to use the Proprietary Software and the Licensed Software in connection with the System on the terms and conditions set out in this EULA (the “License”).
2. The License gives You right to use the Firmware, as incorporated in the System, in connection with use of the System.
3. For each Application that is supplied to You, the License gives You right to install the Application on Your computers connected to the System, and only for the purpose of using the Application in connection with the System.
4. The Software may contain Licensed Software which is subject to third party license terms in addition to this EULA. In this case, G&O or the distributor will inform you hereof and provide you with a copy of such license terms. You are obligated to review and comply with such third-party license terms for Licensed Software in the Software, and G&O does not have any liability for Your failure to do so. You shall indemnify and hold G&O harmless from any and all claims from third parties relating to Your failure to comply with the license terms for Licensed Software.

5. To the extent that any additional Firmware that You may acquire from G&O requires that You download such Firmware to a computer before installation on the System, the License shall also grant You right to make such downloads, provided that You delete any and all such downloaded files from the computer following completion of the installation on the System.
6. You are NOT permitted to
 1. decompile, decipher, disassemble, reverse engineer or otherwise attempt to access software code, whether source code or machine code, of the Proprietary Software or the Licensed Software, except as expressly permitted by applicable law notwithstanding this limitation,
 2. circumvent any technical limitations in the Proprietary Software or the Licensed Software that limit or restrict access to or use of the Proprietary Software or the Licensed Software, except as expressly permitted by applicable law notwithstanding this limitation,
 3. distribute, publish, rent, lease, lend or otherwise provide the Proprietary Software or the Licensed Software to any third party except as expressly permitted by applicable law notwithstanding this limitation,
 4. modify or create derivative works of the Proprietary Software or the Licensed Software, in whole or in part,
 5. remove any proprietary notices or labels on the Proprietary Software or the Licensed Software, or any copy thereof, or
 6. make any use of Proprietary Software or the Licensed Software in any manner not expressly permitted by this EULA.
7. You are permitted to make and use a reasonable number of copies of the accompanying manual(s) and other documentation provided with the Software, whether in writing or electronically, provided that You reproduce all copyright and other proprietary notices that are on the original copies.
8. The License does not include any right to receive additional Firmware or Applications, cf. Section 1.2. If and to the extent G&O develops any additional Firmware or Applications, for examples updates or new versions of the Software, such Firmware or Applications will be made available to You against written agreement and separate payment.

4. Open-source licenses

1. The Software contains different open-source elements, subject to different third party open-source license terms. For a specific piece of Software, You can find a list of the open-source elements and the open-source licenses that they are subject to in the documentation that is delivered to You together with the Software.
2. You are the direct licensee with respect to the open-source elements. By installing, using or accessing the Software, You accept the open-source license terms for using the different open-source elements in the Software. You are obligated to review and comply with the license terms for the open-source elements in the Software, and G&O does not have any liability for Your failure to do so. You shall indemnify and hold G&O harmless from any and all claims from third parties relating to Your failure to comply with the license terms for Licensed Software.

5. Technical requirements

1. In order for the Software to work properly, Your system shall at least comply with the minimum system requirements outlined in the documentation provided with the Software. Any use of the Software (1) on a system that does not at least comply with the minimum system requirements outlined in the documentation provided with the Software or (2) in combination with other products, materials, equipment, parts or apparatus not approved by G&O, may entail that the Software will not function properly.
2. The Software may only be installed in systems with configurations fulfilling the requirements set out in the documentation provided with the Software.
3. Upon Your request G&O will provide technical support for installation and training in use of the Software against separate agreement and payment.

6. Defects

1. G&O does not provide any warranty with respect to the functionality or performance of the Software and does not have any liability for errors or defects in the Software, except as set out in Section 6.2, below.
2. The Software is provided "as is", and You acknowledge that complex software is never wholly free from errors, defects or bugs. G&O shall have no liability with respect to such errors, defects or bugs in the Software or any obligation to correct them, unless such error, defect or bug materially affect the performance of the

Software, in which case Your sole remedy shall be to require G&O to correct the error, defect or bug in the Software.

3. Known defects and deficiencies stated in the documentation that you receive together with the Software shall in no event be considered defects that G&O has any liability for or obligation to correct pursuant to Section 6.2.

7. Compliance

1. Notwithstanding the rights that You are granted in this EULA, it is Your responsibility and obligation to ensure that Your use of the Software at all times is in compliance with all applicable laws, rules and regulations. For the sake of clarity, Your responsibility and obligation pursuant to this Section 7.1 does not entail an obligation to ensure that Your use of the Software in accordance with this EULA does not infringe any third party's Intellectual Property Rights, cf. the definition hereof in Section 2.2. The parties' obligations and responsibilities with respect to infringements of third parties' Intellectual Property Rights are regulated below in Section 10.
2. You are obligated to indemnify G&O against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by G&O arising out of or in connection with a breach of Section 7.1.

8. Term and termination

1. This EULA enters into force in respect of Your use of the Software upon Your receipt of the Software and shall remain in full force and effect until terminated in accordance with this Section 8.
2. In case of Your material breach of Your obligations, and provided that You do not remedy such breach within thirty (30) days after having been notified of the breach by G&O in writing, G&O is entitled to terminate this EULA immediately by written notice with respect to any Applications that are installed outside of the vessel in which the System is installed.

9. No warranties

1. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, G&O DOES NOT MAKE ANY REPRESENTATION AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ESPECIALLY G&O DOES NOT PROVIDE ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE'S FITNESS FOR A PARTICULAR PURPOSE.

10. Third party rights

1. Should You receive notice of any claims in respect of the Software alleging infringement of Intellectual Property Rights or other proprietary rights, You shall promptly notify G&O in writing following receipt of such notice and provide G&O with all information in Your possession relevant to such claim.
2. G&O has the right, but not an obligation, to take over the handling of a claim as set out in Section 10.1. If G&O decides to take of the handling of the claim, G&O shall have sole control over the defence of the claim and any negotiation for its settlement.
3. G&O's liability for any loss that You may suffer as a consequence of a third-party claim as set out in Section 10.1, shall be determined pursuant to Danish law and in all events be subject to Section 12 (Liability). Notwithstanding anything to the contrary, G&O shall in no event be liable if (1) You have not notified G&O in accordance with section 10.1, (2) if You have entered into a settlement in respect of a claim, without G&O's prior written consent or (3) otherwise have taken action that has impaired the defence of the claim.
4. If Your use of the Software is enjoined by reason of a third-party claim, G&O has the right at its expense to attempt to remedy the consequences of such claim, including without limitation, at its own election, by
 1. substituting an allegedly infringing item or process with a non-infringing item or process of at least the same functionality,
 2. modifying the allegedly infringing item or process so that it no longer infringes but remains at least functionally equivalent, or
 3. obtaining for You the right to continue using such allegedly infringing item or process.

Nothing herein constitutes a guarantee that such efforts by G&O shall succeed in avoiding infringement or replacing the infringing item or process with an item or process of comparable functionality or effectiveness.

If G&O reasonably believes that an injunction may be granted against use of the Software, or parts hereof, G&O may at its option and expense take any of the foregoing actions.

5. G&O assumes no liability with respect to claims for infringement of Intellectual Property Rights or improper use of other proprietary rights to the extent that such claims arise, in whole or in part, from (1) modifications of the Software or parts hereof made without G&O's written consent, (2) the combination of the Software, or any part hereof, with other products, materials, equipment, parts or apparatus not approved by G&O, (3) any modifications to the Software, or any part hereof, made by G&O to accommodate any requirements of You, (4) Your use of the Software, or any part hereof, in other ways than permitted pursuant to this EULA, or (5) Your failure to promptly install or use an update or replacement required by G&O. This shall not prevent G&O from claiming damages from You for losses suffered as a consequence hereof.

11. Changes to the EULA

1. G&O reserves the right to amend or update this EULA from time to time. G&O will do its utmost to notify You in writing of any material amendments to the EULA at least thirty (30) days before such amendments enter into force. The current version of the EULA in force can always be found on G&O's website <https://gomaritimegroup.com>. On this basis, we encourage You to visit G&O's website on a regular basis to monitor for any amendments to the EULA.

12. Limitation of liability

1. Except as set out in Section 12.3, G&O's aggregated liability towards You with respect to Your use of the Software is limited to an aggregated amount of Euro 50,000.
2. Except as set out in Section 12.3, G&O shall in no event be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to; procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort, arising in any way out of the use of the Software, even if advised of the possibility of such damage.

3. Nothing in this EULA shall exclude or limit G&O's liability; (a) for death or personal injury caused by its negligence, (b) for fraudulent acts or omissions, gross negligence or wilful misconduct, or (c) to the extent applicable law precludes or prohibits any exclusion or limitation of liability.

13. Data

1. Except if technically not feasible, G&O shall have the right to access, collect, transfer, store, process and use data generated and systematically arranged by the Software through logs in the data logger, use of the Software or otherwise ("Data"), and Data shall be synchronised to G&O's central database remotely, by LAN, by manually copying Data from the Software or otherwise each time the vessel has internet access ("Data Synchronisation") and G&O retains all rights to such Data. G&O uses Data for purposes which shall include but not be limited to; service, commissioning, benchmarking, technical optimisation and improvements of existing products, development of new products, statistical purposes, marketing, and making cloud-based backups. G&O may utilize the Data Synchronisation to retrieve from time to time, and without prior notice, all available Data from the data logger and You shall procure that G&O may transmit this Data and effectively carry out the Data Synchronisation. For the avoidance of doubt, this Data Synchronisation does not imply any obligation for G&O to provide any monitoring of or any maintenance of the System.
2. The interface of the Software has been designed to ensure that You will only see Data points deemed relevant for Your use of the System ("Operational Data"). You are hereby granted a non-exclusive limited license to access and monitor Operational Data at all times and without prior notice to G&O through the Software for Your purposes, including to monitor the running of the System and to make local or cloud-based backups of the Operational Data. Upon Your request, G&O will provide remote access to Operational Data and other data packages in G&O's possession through G&O's central database, all against separate payment and license agreement. Descriptions of the content of all data packages can be obtained from G&O by contacting service@hjlubri.dk. Data to be used by third parties for Your purposes will be made available through an integration to the Software or G&O's central database against separate payment and license agreement. You may not grant access to Data to third parties without explicit consent from G&O.
3. If the Data Synchronisation is not already agreed at this time, You hereby expressly consent to said Data Synchronisation for Data which has already been generated or that will be generated in the future.

4. For clarity and for the avoidance of doubt, G&O's obligation (if any) to perform services/repair work under any contracts with the owner/operator of the concerned System shall cease in case Data Synchronisation is stopped or rejected by the owner/operator, for reasons for which the owner/operator is responsible and such Data Synchronisation is needed to fulfil such obligation as agreed and/or in sufficient time. In such cases, G&O shall be temporarily relieved from its obligations under such contracts until Data Synchronisation has been reactivated.
5. If any data processed under this Agreement also constitutes personal data, You undertake to ensure that the data subjects are informed about the processing of such personal data by G&O in a capacity of data controller and to the extent needed obtain their consent thereto. In case of processing of personal data, the following information about the processing of personal data at G&O shall be provided to the data subjects by You: <https://gomaritimegroup.com/privacy-policy/>. All personal data will be processed by G&O in accordance with applicable data protection laws, including for example by entering into data transfer agreements on the basis of the European Commission's Model Clauses.
6. To ensure that You and/or Your vessel cannot be identified, G&O will anonymize all Data before disclosing it to any third parties. Any data not anonymized may only be used by (i) G&O or by G&O's subcontractors under an obligation towards G&O to keep the Data confidential and to observe all applicable data protection provisions, or (ii) by third parties appointed by You under an obligation towards G&O and You to keep the Data confidential and to observe all applicable data protection provisions. To the extent that G&O has completely anonymized the Data, including so it will not be possible to identify which specific System's Software the Data is coming from, G&O shall in all aspects be free to use and disclose such Data to third parties for any purpose.

14. Mandatory updates

1. To ensure the proper functionality of the Software and to mitigate the risk of abuse hereof, You undertake to accept, install and use any mandatory updates to the Software required by G&O. For the avoidance of doubt, such updates are included in your License, and must be accepted by You within the prescribed acceptance period. Section 5.1 applies.

Assignment

1. G&O is permitted to assign, in whole or in part, its rights and/or obligations under this EULA to any third party. G&O will notify You in writing in case of any such assignment.
2. Except as expressly permitted in Sections 15.3 and 15.4 or by applicable law notwithstanding this limitation, You are not permitted without G&O's written consent to assign in whole or in part, including by sublicensing, Your rights and/or obligations under this EULA to any third party.
3. If the System is transferred to a third party, You are permitted to assign the License to this third party, provided that the third party agrees to the terms of this EULA and provided that You do not retain any copies of the Software.
4. You are permitted to authorize a third-party operator of the vessel to use the License in connection with the operation of the vessel, provided that such third-party operator agrees to the terms of this EULA, and that You remain fully liable for the operator's use of License.

16. Severability

1. In case any provision in this EULA should be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

17. Law and venue

1. This EULA shall be construed in accordance with and governed in all aspects by the laws of Denmark, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for International Sale of Goods.
2. If a difference of opinion cannot be settled amicably, all disputes arising out of or in connection with this EULA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Expedited Procedure Provisions and the Emergency Arbitrator Provisions shall not apply. The arbitration tribunal shall have its seat in, and the arbitration proceedings shall take place in Copenhagen, Denmark in the English language. However, G&O shall not be prevented from choosing, at

G&O's own discretion, to bring an action against You in any ordinary court of law having jurisdiction over such action. Both You and G&O will keep confidential the existence of the arbitration, or any information or document relating thereto or disclosed therein.