

VALID FROM 2021-03-19

SOFTWARE USE AND SERVICE AGREEMENT

between

TELKO AS

and

A CUSTOMER OF TELSCOPE SERVICES

as defined hereunder

This Software Use and Service Agreement, hereafter referred to as this or the “**Agreement**” is entered into on the date upon when Customer, as defined below, has accepted this Agreement electronically on the home page of Telko AS.

- (i) **Telko AS**, a company duly incorporated under the laws of Norway, having its Norwegian registered company number 925 922 986, with its office located at Ødekjærveien 27, 3145 TJØME (hereafter referred to as “**Telko**”)

and

- (ii) **A company entering into this Agreement electronically on Telko’s home page** (hereafter referred to as “**Customer**”).

(collectively the “**Parties**” and individually the “**Party**”)

Whereas:

- (a) Telko has developed and manufacture a unique ECO solution for eNavigation services and applications, including hardware and software, and registered this system under the brand name TELSCOPE, hereafter referred to “**TELSCOPE**”;;
- (b) Telko markets and distribute TELSCOPE through distributors which have (i) particular qualifications, (ii) necessary organization and capacity and (market knowledge and reputation to ensure that Telko’s interests are met within those geographical areas and Telko’ and the selected distributors have agreed upon; and
- (c) Customer has accepted implementing TELSCOPE on a specified vessel as defined in connection with registration and acceptance of the conditions of this Agreement on the home page of Telko.

Now, therefore the Parties agree as follows:

1. TELSCOPE

1.1 TELSCOPE is a unique system of different elements which consists of, but is not limed to

- TELSCOPE Server which is delivered as hardware components;
- Software which supports the use of TELSCOPE, often referred to as a Software as a Service (SaaS)
- Electronic Record Books
- Electronic Logbooks
- Checklists

TELSCOPE is further explained and specified on www.telko.no

TELSCOPE is to be considered as a total system which is based on a standardized concept, but which will be integrated with Customer's particular navigation needs.

- 1.2 Telko may determine that new versions or development of TELSCOPE shall be available pursuant to this Agreement and revise the specifications to the Customer. Telko shall, in such case, notify the changes made in TELSCOPE feature Guide. Telko shall advise Customer of potential enhancements and/or changes to TELSCOPE at such time as Telko has sufficient knowledge that such enhancement and/or change will be integrated into TELSCOPE. Updates will be made according to TELSCOPE release management.
- 1.3 Customer recognizes that the patents, trade names and trademarks used or relative to TELSCOPE are the property of Telko. Customer expressly acknowledges and agrees that it shall not have or require any rights in or to the patents, trade names or trademarks or any part of TELSCOPE system, or any new patents, trade names, or trademarks or any development relating to TELSCOPE. Telko recognizes that the patents, trade names and trademarks used by Customer are the property of the Telko.

2. Delivery of TELSCOPE

- 2.1 Telko gives the Customer the right to use the TELSCOPE software and hardware as is delivered in connection with this Agreement.
- 2.2 Customer shall itself provide that TELSCOPE is installed at the specified ship and shall provide that necessary communication on the vessel and communication from the vessel towards external recipient(s) are established relating to use of TELSCOPE. Telko may itself, or through a distributor or another appointed sales and service person, on request assist Customer in installation of TELSCOPE.

Installation shall be carried out according to specifications in Installation form.

- 2.3 Telko shall provide service and maintenance for the TELSCOPE which is installed at the vessel. The level of service may depend on the Customer's own qualifications and capacity to provide the operations of TELSCOPE and qualifications and capacity to act in case of disruption of the TELSCOPE. Thus, Telko will consider the level of service and maintenance with the Customer, depending on the Customer's desires to enter into a service and maintenance agreement as agreed on between the Parties upon Customer's accepting such agreement in connection with entering into this Agreement.
- 2.4 In case a complaint relates to a component or functionality which Telko is responsible for, Customer shall notify Telko of such complaint in writing as soon as reasonably practicable but in no event, more than 10 days after its Customer discovered such failure was discovered.

Telko shall, at its expense and on its own discretion, take the necessary actions to remedy the basis for such complaint to the satisfaction of the Customer. If requested by Telko, Customer shall assist Telko to the extent Customer may provide support, to accomplish such remedy.

3. Fees and payment terms

- 3.1 Fees will be in €/month, customer shall pay on yearly basis for use of TELSCOPE and its services. Prices are according to TELKO or TELKO partner's offer.

The fee may be changed on a six-month notice.

- 3.2 Customer shall pay Telko's invoice fee within 30 days after the issuance of the invoice to the bank account as specified on the invoice.

4. Liability of Telko

Telko is responsible for the functionality of the hardware and software as delivered according to the Agreement.

Telko is not liable for any consequential damages in case TELSCOPE does not work according to its specifications.

5. Breach of the Agreement

In case a party materially breach any obligations according to the Agreement, the other Party may terminate the Agreement with immediate effect; however, after the injured Party has notified the breaching Party and given 14 day's notice to remedy the breach.

6. Confidentiality

The Parties agree that the content of the Agreement and information of any kind or nature whatsoever (whether orally or in writing) regarding operational and company information, trade secrets, know-how and other proprietary business information regarding the Parties or their affiliates shall be deemed to be confidential and proprietary.

The Parties shall treat, and shall cause its officers, directors, employees, advisors and auditors to treat, such information as strictly confidential and shall not divulge or disclose (directly or indirectly) such information to any other person or entity (other than to its officers, directors, employees, advisors and auditors who reasonably require access to such confidential information for the purpose for which it was disclosed), except when obliged to do so based on invariable law, or a valid court order.

7. Term

- 7.1 The Agreement shall commence on the date upon when the Customer has electronically entered into this Agreement on the home page of Telko and shall apply for a period of 12 month.
- 7.2 The Agreement will be automatically renewed for one-year periods following the end of initial Term, unless the Agreement is terminated by either Party in writing within a sixty (60) days written notice.

8. Transfer of the Agreement

Telko may transfer this Agreement to another company in case the TELSCOPE activities should be taken over by such company.

The international Conventions require certain records to be retained by the ship for specified periods this includes Electronic Logbooks and Electronic Record Books.

This agreement can be transferred to new Managers or Owners.

In case the agreement is cancelled by the company or the new owner it is the responsibility of the Company and/or the new Owner to secure that relevant records are maintained and available on board the ship, to cover the required minimum retention period, with the ability to present the records to duly authorised officers upon request.

9. Representatives of the Parties

The representatives of the parties in connection with the operation of this Agreement shall appear for the home page of Telko and the information given by Customer in connection with entering into this Agreement.

Each Party is responsible to provide that changes of representative is notified.

10. Governing law and disputes

- 10.1 The Agreement shall be exclusively governed by and construed in accordance with Norwegian law, without giving effect to any choice or conflict of law provisions (whether of Norway or any other jurisdiction).
- 10.2 Any disputes that may arise from this Agreement, which may not be solved through negotiations, shall be referred to arbitration according to the Norwegian Arbitration Act 2004.

