

FUEL MODEL

The following Product Terms shall apply to the Solution Fuel Model.

For the avoidance of doubt, Supplier means ZeroNorth A/S.

To use this Solution, Customer shall have a valid subscription to at least one of the Supplier's Solutions making use of or including the Fuel Model Solution (such Solution not being the Fuel Model Solution itself), e.g. the Voyage Optimisation Platform, Vessel Selection Solution or Vessel Optimisation Platform.

Description of the Solution

Fuel Model enables Customer to get a prediction of a vessel's fuel consumption in all conditions while at sea – for any vessel with an IMO number. The Fuel Model combines naval architecture principles with machine learning algorithms. The Fuel Model continuously evolves by receiving and evaluating data from numerous sources, including but not limited to: weather data, dry-dock data, vessel data, geolocation data and vessel noon reports.

Technical requirements

Customer is responsible for delivery of data (see below) to Supplier or making the data readily available for Supplier through APIs, SFTPs or similar as instructed by Supplier.

Data

Supplier requires the following data from Customer to deliver the Solution and related Cloud Services:

- Vessel information: IMO number.
- Expected voyage start date and duration.
- Port of origin and destination.
- Speed over ground (knots)
- Draught (meters)

If additional data is required for the Solution, Supplier will inform Customer.

Based on the input data specified above, the Fuel Model can output estimated fuel consumption, expressed in metric tons consumed per hour at sea.

Third party software or data

Auth0 is used to facilitate login and authentication to the Solution.

The Fuel Model Solution accesses various data sources via API to provide Customer with a prediction of its' vessels fuel consumption as set out in these Product Terms, including data from IHS Markit.

Special conditions / third-party terms

Below is a list of special terms and conditions that apply to data sources provided by third parties and which Supplier is obliged to include directly in these Product Terms to use the third-party data in Fuel Model.

If the output generated from Customer's use of the Fuel Model Solution (i.e. fuel consumption predictions) is used in other Solutions provided by Supplier e.g. Solutions which pursuant to the Order or mentioned above make use of or includes the Fuel Model Solution, the third-party terms and conditions will continue to apply to the data (and derived data) used to generate the fuel consumption predictions, even when such fuel consumption predictions are used in the other Solutions.

1. IHS Markit

As for data provided by IHS Markit (and any derived data created from the IHS Markit data), the following special terms and conditions apply:

"IHS Markit Content" means (a) the products, data, information, business processes, management, analytics technologies, and other content created or provided by IHS Markit and its third-party suppliers and all associated intellectual property rights, and (b) any and all enhancements, updates, or other modifications to any of the foregoing, and any component of any permitted derivative work which comprises any of the foregoing.

Customer is granted a non-exclusive, non-transferable license to use the IHS Markit Content as part of the Supplier's Solutions (with the limitations set out in the Agreement, including these Product Terms) for its internal business use only. For clarification purposes, internal use also includes Customer's technical and/or commercial management of other legal entities' vessels. Customer may not copy, distribute, republish, transfer, sell, license, lease, give, disseminate in any form (including within its original cover), assign (whether directly or indirectly, by operation of law or otherwise),

transmit, scan, publish on a network, or otherwise reproduce, disclose or make available to others, store in any retrieval system of any nature, create a database or create derivative works from the IHS Markit Content in Supplier's Solutions or any portion thereof. The IHS Markit Content included in Supplier's Solutions, may be used by Customer for the limited purpose of enquiring about the products and services of the companies/organizations listed therein. In relation to the IHS Markit Content, Customer must comply with applicable data protection and privacy laws and regulations and hereby agrees to indemnify and hold Supplier and its third-party data providers harmless against any costs, liabilities, damages arising out of Customer's breach under such data protection and privacy laws and regulations. In particular, Customer must not use information included in the IHS Markit Content in Supplier's Solutions (i) for any unlawful, harmful, or offensive purpose; (ii) as a source for any kind of marketing or promotion activity; or (iii) for the purposes of compiling, confirming, or amending its own database, directory or mailing list.

Customer may not permanently retain the IHS Markit Content in Supplier's Solutions, including: (a) in any file or on any hard drive, server, or other form of memory; or (b) in any printed form. Customer represents and warrants that - upon any expiration or termination of this Agreement - Customer immediately will: (x) discontinue all use of the IHS Markit Content as part of Supplier's Solutions; (y) destroy any items relating to the IHS Markit Content in Supplier's Solutions (including data, software, and documentation) and purge any the IHS Markit Content in Supplier's Solutions data from all electronic media; and (z) upon request from Supplier provide written certification to Supplier that Customer has complied with this paragraph.

Customer must not remove any proprietary legends or markings, including copyright notices from IHS Markit, on the Supplier's Solutions. Customer acknowledges that all data, material, and information contained in the IHS Markit Content in Supplier's Solutions are and will remain the copyright property and confidential information of Supplier or its third-party provider(s) and are protected and that no rights in any of such data, material and information are transferred to Customer. Customer will take any and all actions that may reasonably be required by Supplier or its third-party data providers to protect such proprietary rights as owned by IHS Markit, Supplier or either of their third-party provider(s).

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These terms and conditions will be construed under the laws of England and Wales and any dispute or claim arising out of or in connection thereto shall be subject to the exclusive jurisdiction of the English Courts. Customer agrees to comply with all U.S. export laws and regulations and hold Supplier and its third-party data providers harmless for its failure to properly do so. Customer will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery.

The IHS Markit Content in Supplier's Solutions is subject to these terms and conditions and the Agreement only (and these terms and conditions prevail over the Agreement as for Customer's use of the IHS Markit Content), to the exclusion of any other terms which would otherwise be implied by trade, custom, practice or course of dealing. Nothing contained in any Customer-issued purchase order, Customer's acknowledgement, Customer's terms and conditions or invoice will in any way modify or add any additional terms to these terms and conditions. Supplier reserves the right to amend these terms and conditions in relation to IHS Markit Content from time to time.

Customer expressly acknowledges as for the IHS Markit Content in Supplier's Solutions that any of Supplier's third-party data providers are a third-party beneficiary entitled to directly enforce the foregoing provisions against Customer as if it were an original party to the Agreement.

As for the IHS Markit Content and any derived data, please note the following:

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