

DIGITALBUNKERING@SEA

The following Product Terms apply to the DigitalBunkering@Sea.

Description of the Solution

The DigitalBunkering@Sea is a Solution which digitalise the documentation requirements of the physical bunker delivery activities to improve the efficiency and the transparency of the bunkering process. DigitalBunker@Sea enables users to manage the end-to-end documentation process for cargo loading jobs, bunker delivery jobs and barge-to-berth transfer jobs.

In general, the digitalBunkering@Sea allows Customer to do the tasks listed below on desktop or mobile devices:

- Manage master data records including customers, barges, fuel grades, locations, seal categories, seals checklists, users.
- Create bunker delivery job orders by back office.
- Receive job orders with details by barge crew
- Prepare electronic copy of all necessary bunkering forms required for bunker delivery jobs including the electronic Bunker Delivery Notes (eBDN)
- Prepare electronic copy of all necessary bunkering forms required for cargo loading jobs at terminals and barge-to-berth transfer jobs.
- Incorporate electronic stamps of bunker barge, receiving ships and surveyor company into the electronic bunkering forms
- Electronically sign the bunkering forms by cargo officers, chief engineer, and surveyors (if engaged)
- Auto generate a trusted copy of the eBDN in PDF format
- Auto disseminate eBDN to authorised parties (if applicable)
- Enable 3rd party to verify the authenticity of the eBDN document

Responsibilities & Resources:

For the purpose of the initial implementation and training Parties shall have the following responsibilities set out below.

Supplier Responsibilities:

- Project management, review & report to Customer progress
- Product deployment & configuration
- Data population, migration, management and provide knowledge

Customer Responsibilities:

- Provide project leader with approval authority, who is responsible for issue resolution and reviewing and accepting plan deliverables or changes
- Provide timely access to Customer resource that has adequate understanding of Client's existing data, systems, and reporting
- Provide deployment data below to Supplier

Technical requirements

Customer is responsible for delivery of data (see below) to Supplier or making the data readily available for processing by Supplier in CSV templates.

A device with a touch screen (preferably a modern tablet) is required for electronic signing of documents. A non-touch screen device (such as a laptop) with an external signature pad connected may work as an alternative.

A modern web browser, such as the latest version of Google Chrome (available here: <https://www.google.com/chrome/>) is required to access the Solution. In addition, stable internet connectivity is required for the Solution to work. Customer may be required to whitelist relevant urls (from time to time) that enable login and authentication to the solution.

Data

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

- Barges List
- Barge Seals Categories and Seals Check list

- Barge Stamps
- Product Grades
- Locations
- BDN Parties with logos
- Users

Third party software or data

OCR Space for scanning the MFM ticket.

Special conditionsInteraction facilitated through the use of the DigitalBunkering@Sea

Customer is responsible for the accuracy of the data entered into and stored using DigitalBunkering@Sea, including the quality and accuracy of OCR processing of documents, and Supplier disclaims all liability for the accuracy of such data. In no way will Supplier be held liable for any costs or damages associated with users of Customer interacting with counterparties whether added to the DigitalBunkering@Sea by Customer.

Supplier is not a party to the transaction between Customer and a third party interacting with DigitalBunkering@Sea. Contracts relating to such sales and purchases are made directly by the parties using DigitalBunkering@Sea on such terms and conditions as they may agree. This is expressly acknowledged and agreed by the Customer.

Customer shall defend, indemnify, and hold Supplier and its Affiliates harmless from any third-party claims, losses, damages, suits, fees, judgments, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with Customer's use or misuse of DigitalBunkering@Sea, including patents and copyrights with respect to hardware, software, data and other material provided by or through Customer under the Agreement.

Disclosure of data

Upon the enquiry of the Maritime and Port Authority of Singapore, Supplier is required to disclose Customer's information and/or Customer Data related to and/or processed via the DigitalBunkering@Sea, including the Agreement and any accounts, records, invoices, delivery notes, receipts and documents, including any records for vulnerabilities reported, feedback and complains received, and remedial actions taken by the Supplier, in relation to the DigitalBunkering@Sea. By concluding the Agreement, the Customer expressly consent to Supplier's submission of such documentation and data to the Maritime and Port Authority of Singapore. Further, the Customer expressly consent to Supplier keeping such documentation and data following the expiration or termination of this Agreement for whatever reason, for the purpose of complying with its obligations towards the Maritime and Port Authority of Singapore.

Early termination

Supplier will notify the Customer if Supplier's appointment as vendor of the DigitalBunkering@Sea is suspended, earlier terminated or expires. In such instance, a Party may terminate the Agreement (either in whole if DigitalBunkering@Sea is the only subject matter of the Agreement or in part if other services are covered by the Agreement) without costs or liability with effect on the date on which the suspension, earlier termination or expiration of Supplier's appointment as vendor enters into force.

Description of the Cloud Services

Supplier can provide the following Cloud Services which are integrated into the Solutions.

Access to and use of the Solution

Supplier shall provide Customer with access to the Solutions (web-based) and will provide Customer with all relevant login access to the Solutions. Based on the access to the Solution, Customer is entitled to use the Solution in accordance with the Agreement.

Data requirements

Data required by Supplier to deliver the Solutions and Services is set out in the Product Terms applicable to each Solution or Service.

In addition, in order to provide the best experience to Customer, Supplier may obtain additional data about the vessels to be registered with the Solution or Service using data collection templates provided by Supplier. Customer's inability to

provide such additional data requested in these templates will not prevent Customer from accessing and using the Solutions but may degrade the quality of the Solution or Service delivered by Supplier.

Material sub-suppliers

- Amazon Web Services ("AWS")
- Auth0

Please note that Supplier is entitled to change a material sub-supplier as set out in Suppliers T&Cs and/or any Product Terms.