

## **BUNKER PRODUCT TERMS - ZERONORTH A/S**

These Bunker Product Terms apply to the Solutions and Services provided by Supplier to Customer to the extent the Solutions or Services have been purchased by Customer.

Capitalised terms used in these Bunker Product Terms but not defined herein are defined in Supplier's General Terms and Conditions.

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## **1 UNIVERSAL BUNKER PRODUCT TERMS**

This section 1 of the Bunker Product Terms apply to all Solutions and Services set out in these Bunker Product Terms to the extent purchased by Customer.

### **1.1 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 Bunker 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

##### *General:*

- Amazon Web Services ("AWS")
- Mixpanel
- Auth0

##### *Bunker Procurement:*

- Sisense
- Amazon Web Services ("AWS")

##### *Bunker Tramp:*

- Microsoft Azure

Please note that Supplier is entitled to change a material sub-supplier as set out in Suppliers T&Cs.

### **1.2 General support and maintenance**

#### Implementation and migration services

Supplier will provide the following implementation and migration services to Customer at no additional cost. Supplier has a designated customer success manager and sales account manager for each customer at no cost to Customer. Supplier offers in-software feedback for customers to share bugs, improvements or issues as per below.

### Training

Supplier will provide group trainings to Customer's operators as well as trainings to designated super users as reasonably necessary for the effective use of the Cloud Services.

### Go-Live services:

Supplier will perform set-up services, such as project management, design, development, implementation, integration, conversion, testing, installation, documentation and training services, as necessary and agreed.

### Documentation

The documentation for any Solution will describe fully and accurately the features and functions of the Solution well enough to allow a reasonably skilled user to effectively use all of its features and functions without assistance from Supplier.

### Operation and management of the Solution

Supplier will operate and manage the Solution, including the underlying technical infrastructure and software, in order to ensure its availability to Customer in accordance with the Agreement. Supplier will continuously monitor the Solution for any technical, security, performance or other issues and take appropriate measures to address such issues, including diagnostics/troubleshooting, configuration management and system repair management. The operation of the Solution also includes continuous updates of business continuity plans, contingency plans and disaster recovery plans on an ongoing basis.

### Maintenance services

The Solutions and Cloud Services will regularly be improved, amended and enhanced in accordance with the roadmap of Supplier. Supplier will update the Service Description accordingly. Supplier will provide (i) regular scheduled maintenance tasks and activities and (ii) limited unplanned/emergency maintenance tasks and activities.

### Support services

Customer will have access to Supplier's technical support services. Each customer will be assigned a customer success manager. Support can be reached in two methods: (i) through an in-tool feedback button directly in a Solution or (ii) via email to Supplier's customer team at the email inserted below:

- Email: support@zeronorth.com
- Supplier will provide standard support between 6 AM and 6 PM CET, Monday through Friday.

Supplier will provide support services in accordance with industry practice

## **1.3 Technical requirements**

### General requirements

Unless otherwise set out in these Product Terms, the Solutions and Services are accessed through a website. Hence, a modern web browser, such as the latest version of Google Chrome (available at the following link: <https://www.google.com/chrome/>) is required. In addition, stable internet connectivity is required for the Solutions to work. Customer may be required to whitelist relevant URLs (from time to time) that enable access, login and authentication to the Solutions.

### On-board requirements

Some Solutions and Services can or must be accessed from the vessel, in order to register and use the vessel with the Solution. The following technical requirements must be available on the vessels to be registered with and to access the Solutions from the vessel:

#### *Minimum requirements:*

- Software: Google Chrome internet browser (recent version, no more than 1,5 years old).
- Hardware: 2 GB memory (RAM) and 4 GB available storage (HDD/SDD), or the Google Chrome system requirements if superior to the aforementioned.
- Operating System: OS with support for latest version of Google Chrome.
- Network (for the initial login to the Solutions): Download 300 kb/s, Latency 2000 ms.

#### *Recommended requirements:*

- Software: Google Chrome internet browser (recent version, no more than 1,5 years old).
- Hardware: 8 GB memory (RAM) and at least 16 GB available storage (HDD/SDD), or the Google Chrome system requirements if superior to the aforementioned.
- Operating system: OS with support for latest version of Google Chrome and eligible to security updates.
- Network: Stable 4G LTE connection.

In addition to the above, the ability to whitelist domains requested by Supplier including the following:

- https://\*.mixpanel.com
- https://\*.noonreport.app
- https://\*.auth0.com

#### **1.4 Liability**

Supplier does not in any way take nor accept any liability for the decisions concerning Customer's decision made based on the output of the Solutions and Services set out in these Bunker Product Terms. Such output is to be considered general advice and not hard facts, and Customer acknowledges and accepts that any decision concerning its operations is taken solely by Customer and that Solutions and Services are provided for reference only and shall in no way substitute sound judgment.

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## **2 BUNKER PLANNER**

This section 2 of the Bunker Product Terms apply to the Bunker Planner Solution.

### **2.1 Description of the Solution**

Bunker Planner helps operators optimize their bunker planning process by addressing the questions about where to bunker, when to bunker, and what to bunker. The Solution helps the operations team to keep track of upcoming voyages and plan ahead as the Solution indicates that the vessel will need to or may want to bunker along the voyage to reach the destination.

The Bunker Planner is a powerful data driven solution that introduces the new market standard for planning. From a user perspective, the Solution includes the following:

- (i) Seamless flow to generate and decide on the most optimal bunker plan
  - Simple user experience for setting up constrains and optimise
  - Caters for both short and longer time charters with optimal or target ROB
  - Optimise for ROB per grade or ROB per tank
  - Possibility to plan for undefined vessels and voyages
  - Map with overview of best bunkering options & ranked results
- (ii) Access to a large real time data pool integrated into one tool
  - Bunker price from several data sources
  - Extended coverage on ports, port cost, delivery charges and port restrictions
  - Access to dynamic fuel tables for consumption predictions
  - Relevant data for calculating deviation cost included
  - Ability to take in Customer's own prices & port list
- (iii) Solution supports full system integrations & manual adjustments
  - Set up for automatic integration of itinerary from VMS
  - Set up for automatic integration ROB per grade & per tank
  - Set up for automatic integration of vessel specific tank layout
  - Ability to overwrite relevant data sources incl. ROB, burn order, safety levels, etc.

### **2.2 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.

### **2.3 Data**

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

- Vessel specifics including tank layout with capacity, max burn, safety levels, burning order, un pumpable
- Voyage data
- Port data
- Market rates
- Bunker price
- All daily noon reports from Customer's vessels. The noon reports must include (i) all of the consumptions from Customer's vessel per grade and tank (ME, generators, boilers, etc.), and (ii) beaufort/wind speed and

reported distance over ground. All types of noon reports are required, including but not limited to sea, port, arrival and departure.

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

## **2.4 Third party software or data**

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

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## **3 BUNKER PROCUREMENT**

This section 3 of the Bunker Product Terms apply to the Bunker Procurement Solution.

### **3.1 Description of the Solution**

The Bunker Procurement Solution enables bunker procurement optimisation by connecting buyers and sellers in an independent, market neutral platform. The Bunker Procurement Solution handles general bunker inquiry management from procurement to payment, including contracts, fuel tests and quality reporting and audit trails. Further, the Bunker Procurement Solution helps buyers match suppliers with ports, manage confirmations, amendments, claims, fuel tests, documentation and invoicing etc.

In general, the Bunker Procurement Solution allows Customer to do the tasks listed below on desktop:

- Customize the program with their settings and frequently used trading partners and areas
- Manage open inquiries (RFQs)
- Manage vessels, ports, suppliers, agents, labs, fuel tests and claims
- Generate an inquiry (RFQ) to the suppliers in a port
- Compare the offers received from the suppliers on dynamic trading screens
- Generate a stem confirmation between the buyer and the seller with the buyers' and sellers' relevant clauses and notifications to interested third parties
- Generate stem amendments and cancellations
- Manage contract and spot purchases
- Manage closed orders
- Initiate, track and settle claims and other non-conformance items
- Track order documentation
- Track accounts payable
- Contract Management
- Provide full audit trail for all transactions
- Make reports on business statistics and price performance including:
  - Buyer price performance
  - Bunker supplier delivery quality performance
  - Fuel test performance (specs met, Sulphur, CCAI, density, water, etc.)
  - Claim statistics
  - Fuel purchase statistical and trending reports
  - Port and contract reports
  - Accounting reports

### **3.2 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 to Supplier

### **3.3 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.

### **3.4 Data**

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

- Agents
- Broker users
- Buying entities
- Contracts (if applicable)
- Labs and surveyors
- Ports
- Bunker suppliers
- Users
- Vessels
- Transactions (If loading historical information)

With regard to any contact information provided by Customer on individuals employed or associated with bunker suppliers and agents, Supplier will have a right to use such contact information at its own discretion and Supplier is entitled to make such information available to other customers in the Solution e.g., on the public list of bunker suppliers. If Customer does not want the contact information to be disclosed on the public list of bunker suppliers, Customer can choose to mark such individual as a "private" contact for Customer in the Solution, in which case, Supplier will not make such contact information available on the public list of bunker suppliers.

### **3.5 Transactions and interaction facilitated through the use of the Bunker Procurement Solution**

Supplier disclaims all liability for the general or commercial terms of any and all transactions, or any liability resulting from a transaction facilitated in whole or in part through the use of the Bunker Procurement Solution. 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 Bunker Procurement Solution by Customer (e.g., as a new supplier), or selected from the current list of counterparties on the Bunker Procurement Solution.

Supplier does not have possession, and will not take possession at any time, of anything listed or sold through the Bunker Procurement Solution and is not involved in the actual transaction between the Customer and bunker suppliers and agents in respect of the sale and purchase of any goods or services or other items. For the avoidance of doubt, all contracts relating to such sales and purchases are made directly by the Customer on such terms and conditions as it may agree. This is expressly acknowledged and agreed by the Customer when using the Bunker Procurement Solution.

While Supplier will make commercially reasonable efforts to vet the parties on the Bunker Procurement Solution as legal entities, it is Customer's full and absolute responsibility to vet the counterparties with whom it interacts and transacts. Customer is responsible for selecting and vetting credit worthiness, terms and conditions and other factors related to its transactions.

If and when Customer and a seller/bunker supplier or agent conclude a transaction, such parties will be responsible of ensuring that there is agreement on all aspects of the transaction. Supplier will take no responsibility for any errors or omissions to the contract to which Customer and the bunker supplier or agent have agreed.

### **3.6 Third party software or data**

MandrillApp is used to host email-services and Sisense hosts reporting & business intelligence services.

### **3.7 SPGCI Performance Benchmark Module**

This section 3.7 apply to the add-on module SPGCI Performance Benchmark Module, which is part of the Bunker Procurement Solution, if the SPGCI Performance Benchmark Module is purchased by Customer. Customer must have a valid subscription to the Bunker Procurement Solution to use the add-on module.

#### Description of the add-on module

The SPGCI Performance Benchmark Module enables Customer to access the SPGCI Bunkerwire index price alongside the fuel purchase price and the price indications prepared by Supplier on the same day of the stem. The relevant index price, including its name and description will be conveniently displayed on the screen in the "Stemmed Order Page" in the Bunker Procurement Solution.

### Technical requirements

A modern web browser such as Google Chrome, Microsoft Edge etc.

Further, Customer must have an active account on a valid subscription to at least the following datasets provided by S&P Global Commodity Insights ("SPGCI"):

- Refined CSM – Market Data
- Market Data - Bunker Fuel - BA
- Market Data - Bunker Fuel - BL - Latin America
- Market Data - Marine Fuels - BWD - Bunkerworld - Assessments
- Shipping CSM - Market Data
- Market Data - Bunker Fuel - BA
- Market Data - Bunker Fuel - BL - Latin America
- Market Data - Marine Fuels - BWD - Bunkerworld - Assessments

### Data

SPGCI Performance Benchmark Module uses data provided as part of the Bunker Procurement Solution, so no additional data is required aside from the data required under these terms. However, the comparison is only possible to be conducted for stems where the stem confirmation price of the fuel has been provided into the Bunker Procurement Solution.

If any additional data is required for the add-on module, Supplier will inform Customer.

### Third party software or data

The SPGCI Bunkerwire index.

### Special conditions / third-party terms

Customer acknowledges and accepts that Supplier as part of ensuring that Customer has sufficient licenses to the SPGCI Bunkerwire index will exchange the names of the users of the Bunker Procurement Solution to SPGCI and their e-mail addresses and other information regarding such users as requested by SPGCI.

It is a prerequisite for Supplier's provision of the SPGCI Performance Benchmark Module that the SPGCI Bunkerwire index is made available by SPGCI (including in a manner which enables such to be configured by Supplier). If this is no longer the case (regardless of the reason), Supplier shall be entitled to terminate Customer's subscription to SPGCI Performance Benchmark Module for convenience with immediate effect and remove the add-on module from the Bunker Procurement Solution.

Customer warrants that it at all times complies with all the license terms (including usage requirements) applicable to its relationship with both Supplier as well as SPGCI.

Customer acknowledges and agrees that the following terms apply to its access to the SPGCI Performance Benchmark Module:

- Neither Supplier, SPGCI, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the SPGCI Performance Benchmark Module and any information or software furnished through such, or for delays, interruptions or omissions therein, nor for any lost profits, indirect, special or consequential damages.
- Customer accepts and acknowledges that the SPGCI Bunkerwire index are not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in such is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions.
- Supplier, SPGCI, their affiliates and/or third-party licensors have exclusive proprietary rights in any information and software included within the SPGCI Performance Benchmark Module.
- Customer shall not use or permit its employees or anyone else to use the information or software provided through the SPGCI Performance Benchmark Module for any unlawful or unauthorized purpose.
- Customer and its employees are not authorized or permitted to furnish any of the SPGCI Bunkerwire index or any related information or software to any person or firm for reuse or retransmission without the prior written approval of the source of such information or software.
- Access to the SPGCI Performance Benchmark Module is subject to termination in the event that any agreement between SPGCI and a provider of information or software distributed through the SPGCI Bunkerwire index is terminated in accordance with its terms.

If Customer at any time does not fulfill the requirements set out in herein, Customer shall indemnify Supplier and its Affiliates in respect of fines, penalties, damages awarded, or any settlement amount agreed, and reasonable legal and other professional fees and any other cost incurred by or awarded against Supplier and its Affiliates in connection with any non-compliance with such requirements.

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## 4 BUNKER REPORTING

This section 4 of the Bunker Product Terms apply to the Bunker Reporting Advisory Service.

### 4.1 Description of the Solution

Customers lack transparency, skillset, and capacity to utilize data to make better decisions - therefore, despite utilizing Procurement Platform, may not be optimized by not identifying and acting on opportunities highlighted from the data already captured.

Bunker Reporting is an Advisory Service that provides a powerful analytical framework to measure performance against peers and industry benchmarks to identify sub-optimal purchasing decisions, quantify savings opportunities, and recommend better ways to buy.

Bunker Reports are normally delivered to Customer on a quarterly, bi-annually, or annually basis (as per agreement with Customer).

### 4.2 Technical requirements

The solution is web-based (in which case a modern web browser is required) or is delivered as static reports (in which case the reports are delivered in a standardized file format, where Customer must procure the necessary applications to open the file).

### 4.3 Data

Bunker Reporting can use data provided as part of the Bunker Procurement Solution, in which case no additional data should be required. If additional data is required for the Solution, Supplier will inform Customer.

Where Customer does not have a subscription to the Bunker Procurement Solution, Customer must provide the data requested by Supplier.

### 4.4 Special conditions / third-party terms

Whereas new reports will be shared with Customer during the term of the Bunker Reporting subscription, Supplier does not undertake to update existing reports after these have been shared, notwithstanding that such information may become outdated or inaccurate. Customer understands and acknowledges that Bunker Reporting is based on data available to Supplier at the time of preparing the report, and though Supplier strives to obtain the highest quality of data possible, the quality of data Bunker Reporting may vary from time to time. Bunker Reporting should be viewed as Supplier's professional subjective opinion and should not be viewed as objective facts. The reports serve only as the focus for discussion; they are incomplete without the accompanying oral commentary and may not be relied on as a stand-alone document.

Supplier does not provide fairness opinions or valuations of market transactions, and Bunker Reporting should not be relied on or interpreted as such. Further, financial evaluations, projected market and financial information, and conclusions contained in these are not definitive forecasts and are not guaranteed by Supplier. Supplier has used public and/or confidential data and assumptions provided to Supplier by the Customer. Supplier has not independently verified the data and assumptions used in these analyses. Changes in the underlying data or operating assumptions will impact the analyses and conclusions.

All Bunker Reports delivered to Customer must be preserved in their original form, and Customer is not permitted to make any changes to the Bunker Reports, including the removal of trademarks or other information indicating that the reports have been prepared by ZeroNorth and/or its Affiliates, however, excluding converting the Bunker Reports to other formats (where required for Customer's use in accordance with the Agreement).

Bunker Reporting is designed for the sole use by the board of directors or senior management of Customer and solely for the limited purposes described in the reports. The reports shall not be copied or given to any person or entity other than the Customer without the prior written consent of Supplier.

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## 5 BUNKER TRAMP

This section **Error! Reference source not found.** of the Bunker Product Terms apply to the Bunker Tramp Solution.

### 5.1 Description of the Solution

The Bunker Tramp Solution is a Solution that collects valuable data by allowing the Customer to manage the whole bunker process, from purchasing to invoicing, in one system. The Bunker Tramp Solution is designed to capture, organise, and report data of physical bunker orders. The Bunker Tramp Solution takes the Customer through the whole bunker purchasing process, where the Customer can request pricing, complete transactions, manage claims, etc.

## **5.2 Technical requirements**

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

### **5.3 Data**

Supplier requires the following data from Customer to deliver the Solutions:

- Vessel list
- Bunker Supplier list

Optional data:

- Fuel types
- Ports

If any additional data is required, Supplier will inform Customer.

### **5.4 Third-party software or data**

Microsoft Active Directory may be used to facilitate login and authentication to the Solution. Alternatively, the solution may be accessed using normal login credentials (username and password).

### **5.5 Claims Module**

The following Product Terms apply to the add-on module Claims Module, which is part of the Bunker Tramp Solution if the Claims Module is purchased by Customer. Customer must have a valid subscription to the Bunker Tramp Solution to use the add-on module.

#### Description of the add-on module

The Claims Module enables Customer to manage the claims process in the event of an issue with the procurement of bunker fuel. The module may, amongst others, generate emails, record audit logs of the claims process between customer and its bunker supplier, and generate reports of the claims process.

#### Data

All data/information related to the claim must be supplied or generated by Customer.

#### Special conditions / third-party terms

Supplier is not a party to the claims process between Customer and its bunker supplier. Customer is fully responsible and liable for the claims process and Supplier expressly disclaims all liability related to the claims process between Customer and its Bunker Supplier. 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 the Claims Module, including patents and copyrights with respect to hardware, software, data and other material provided by or through Customer under the Agreement.

### **5.6 Invoice Module**

The following Product Terms apply to the add-on module Invoice Module, which is part of the Bunker Tramp Solution if the Invoice Module is purchased by Customer. Customer must have a valid subscription to the Bunker Tramp Solution to use the add-on module.

#### Description of the add-on module

The Invoice Module enables Customer to manage the invoicing process, including generating sales invoices, purchase orders, etc., including attachments and invoicing details. The Invoicing Module may integrate with Customer's Vessel Management System (VMS) if the proper API Integration is purchased by Customer.

#### Data

All invoicing data/information must be supplied or generated by Customer.

### **5.7 Post Bunkering Module**

The following Product Terms apply to the add-on module Post Bunkering Module, which is part of the Bunker Tramp Solution if the Post Bunkering Module is purchased by Customer. Customer must have a valid subscription to the Bunker Tramp Solution to use the add-on module.

#### Description of the add-on module

The Post Bunkering Module enables Customer to manage the post bunkering process, including storage of bunker fuel analysis and reports (lab reports, time sheet statements, etc.). Customer can store additional data points.

#### Data

Bunker data, such as time statements and lab reports.



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## **6 SPOT PRICING**

This section 6 of the Bunker Product Terms apply to the Spot Pricing Solution.

### **6.1 Description of the Solution**

The Spot Pricing Solution is an engine for spot bunker prices from more than 170 ports.

The Solution is web-based (in which case a modern web browser is required), and its output may be delivered as a static End Of Day PDF report (in which case the reports are delivered in a standardized file format, where the Buyer must procure the necessary applications to open the file).

The Solution may also be provided via an API. Unless otherwise agreed, the API is provided "as is" and Customer is responsible for establishing connection to the API and ensuring that integrating with the API is possible.

The web interface also provides access to the physical supplier profile in the port, as well as a range of bunker calculators.

### **6.2 Technical requirements**

See description above. Supplier will provide Customer with all relevant login access to the Solution.

### **6.3 Data**

Customer must duly provide all necessary data and information requested by Supplier. Customer must ensure that no technical communication or other facility platform on Customer's part may disturb or prevent the accessibility and use of the Solution.

### **6.4 Special conditions / third-party terms**

Any output data generated by the Solution is the sole property of Supplier and the limited license granted to Customer in the T&C apply to the output data as well. Customer may not use the output data of the Solution or software product(s) forming a part thereof in connection with any software other than what is strictly related to the Solution. Customer may not use the output data to create derivative works.

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## **7 FORWARD PRICING**

This section 7 of the Bunker Product Terms apply to the Forward Pricing Solution.

### **7.1 Description of the Solution**

The Forward Pricing Solution is an engine for live spot and forward bunker prices for more than more than 60 ports. The system is scheduled for calculating bunker fuel prices on a formula basis for both spot and forward periods.

The Solution is web-based (in which case a modern web browser is required). The Solution may also be provided via an API. Unless otherwise agreed, the API is provided "as is" and Customer is responsible for establishing connection to the API and ensuring that integrating with the API is possible.

### **7.2 Technical requirements**

See description above. Supplier will provide Customer with all relevant login access to the Solution.

### **7.3 Data**

Customer must duly provide all necessary data and information requested by Supplier. Customer must ensure that no technical communication or other facility platform on Customer's part may disturb or prevent the accessibility and use of the Solution.

### **7.4 Special conditions / third-party terms**

Any output data generated by the Solution is the sole property of Supplier and the limited license granted to Customer in the T&C apply to the output data as well. Customer may not use the output data of the Solution or software product(s) forming a part thereof in connection with any software other than what is strictly related to the Solution. Customer may not use the output data to create derivative works.

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## **8 API INTEGRATIONS**

This section 8 of the Bunker Product Terms apply to the API integrations purchased by Customer.

### **8.1 IMOS Read Integration and IMOS Back Integration for Bunker Tramp**

This Section 8.1 of the Bunker Product Terms apply to the add-on modules IMOS Read Integration and IMOS Back Integration which Customer can subscribe to as part of its subscription to the Bunker Tramp (the "IMOS Relevant Solution"). Customer must have a valid subscription to the Bunker Tramp to use the API Integration.

Description of the IMOS Read Integration

The IMOS Read Integration enables Customer to integrate data that is maintained within the Veson IMOS Platform ("IMOS Platform") (provided by Veson Nautical LLC ("Veson")) with the IMOS Relevant Solution. Supplier and Veson will rely on Veslink API to access Customer's master data, as well as voyages, including voyage itinerary data and voyage activity report data. The Veslink API provides a set of calls to access data from the IMOS Platform database on a per client basis, delivering data for vessels, fuel, and ports. For data that is not provided by the Veslink API, Veson has developed an additional API endpoint that delivers query results to Supplier for voyage itinerary and voyage activity report information. Requests made to any endpoints that are made available are expected to happen as frequently as hourly.

Description of the IMOS Back Integration

The IMOS Back Integration enables Customer to integrate data that is maintained within the Bunker Tramp Solution provided by Supplier back to the IMOS Relevant Solution. Supplier and Veson will rely on Veslink API to transfer the data stored in the IMOS Relevant Solution.

Technical requirements

Customer is required to have purchased a license for the IMOS Platform prior to its subscription to the IMOS Integrations as well as any required API licenses under a separate agreement with Veson.

Special conditions / third-party terms

As regards to the IMOS Integrations, Customer hereby grants Supplier and Veson all necessary rights, licenses and permissions to export the relevant data from the IMOS Platform and import that data into the IMOS Relevant Solution through an API including, if applicable, any third-party data. For clarity, the right to use the IMOS Integrations under this Agreement will not allow Customer to export data subject to Intellectual Property Rights from the IMOS Platform to the IMOS Relevant Solution, unless Customer obtains all necessary rights, licenses and permissions from the relevant third-parties holding rights to such data protected by Intellectual Property Rights.

If and to the extent Customer intends to export data subject to Intellectual Property Rights to the IMOS Relevant Solution, Customer shall - prior to the Effective Date - provide Supplier with a list of the current third-party data protected by Intellectual Property Rights or similar to be transferred via the API, as well as the licenses and permissions from Customer needed to allow a transfer of such third-party data, to the IMOS Relevant Solution.

Customer will at all times be responsible for compliance with the terms and conditions of such third-party data providers and shall indemnify and hold harmless from any and all claims arising out of failure to comply with the above in accordance with Supplier's T&Cs.

The IMOS Integrations may be further developed at Supplier's sole discretion.

**8.2 Dataloy Read Integration and Dataloy Back Integration for Bunker Tramp**

This Section 8.2 of the Bunker Product Terms apply to the add-on modules Dataloy Read Integration and Dataloy Back Integration which Customer can subscribe to as part of its subscription to the Bunker Tramp (the "Dataloy Relevant Solution"). Customer must have a valid subscription to the Bunker Tramp to use the API Integration.

Description of the Dataloy Read Integration

The Dataloy Read Integration enables Customer to integrate data that is maintained within the Dataloy VMS Platform ("Dataloy Platform") (provided by Dataloy Systems AS ("Dataloy")) with the Dataloy Relevant Solution. Supplier and Dataloy will rely on an API to access Customer's master data stored in the Dataloy Platform.

Description of the Dataloy Back Integration

The Dataloy Back Integration enables Customer to integrate data that is maintained within the Bunker Tramp Solution provided by Supplier back to the Dataloy Relevant Solution. Supplier and Dataloy will rely on an API to transfer the data stored in the Dataloy Relevant Solution.

Technical requirements

Customer is required to have purchased a license for the Dataloy Platform prior to its subscription to the Dataloy Integrations as well as any required API licenses under a separate agreement with Dataloy.

Special conditions / third-party terms

As regards to the Dataloy Integrations, Customer hereby grants Supplier and Dataloy all necessary rights, licenses and permissions to export the relevant data from the Dataloy Platform and import that data into the Dataloy Relevant Solution through an API including, if applicable, any third-party data. For clarity, the right to use the Dataloy Integrations under this Agreement will not allow Customer to export data subject to Intellectual Property Rights from the Dataloy Platform to the Dataloy Relevant Solution, unless Customer obtains all necessary rights, licenses and permissions from the relevant third-parties holding rights to such data protected by Intellectual Property Rights.

If and to the extent Customer intends to export data subject to Intellectual Property Rights to the Dataloy Relevant Solution, Customer shall - prior to the Effective Date - provide Supplier with a list of the current third-party data protected

by Intellectual Property Rights or similar to be transferred via the API, as well as the licenses and permissions from Customer needed to allow a transfer of such third-party data, to the Dataloy Relevant Solution.

Customer will at all times be responsible for compliance with the terms and conditions of such third-party data providers and shall indemnify and hold harmless from any and all claims arising out of failure to comply with the above in accordance with Supplier's T&Cs.

The Dataloy Integrations may be further developed at Supplier's sole discretion.

### **8.3 Softmar Read Integration and Softmar Back Integration for Bunker Tramp**

This Section 8.3 of the Bunker Product Terms apply to the add-on modules Softmar Read Integration and Softmar Back Integration which Customer can subscribe to as part of its subscription to the Bunker Tramp (the " Softmar Relevant Solution"). Customer must have a valid subscription to the Bunker Tramp to use the API Integration.

#### Description of the Softmar Read Integration

The Softmar Read Integration enables Customer to integrate data that is maintained within the Softmar Shipping Management Software ("Softmar Platform") (provided by the ION Group) with the Softmar Relevant Solution. Supplier will rely on an API or SFPT connection (as available) to access Customer's master data stored in the Softmar Platform.

#### Description of the Softmar Back Integration

The Softmar Back Integration enables Customer to integrate data that is maintained within the Bunker Tramp Solution provided by Supplier back to the Softmar Relevant Solution. Supplier will rely on an API or SFTP connection (as available) to transfer the data stored in the Softmar Relevant Solution.

#### Technical requirements

Customer is required to have purchased a license for the Softmar Platform prior to its subscription to the Softmar Integrations as well as any required licenses under a separate agreement with the ION Group.

#### Special conditions / third-party terms

As regards to the Softmar Integrations, Customer hereby grants Supplier and the ION Group all necessary rights, licenses and permissions to export the relevant data from the Softmar Platform and import that data into the Softmar Relevant Solution through an API or SFTP connection (as available) including, if applicable, any third-party data. For clarity, the right to use the Softmar Integrations under this Agreement will not allow Customer to export data subject to Intellectual Property Rights from the Softmar Platform to the Softmar Relevant Solution, unless Customer obtains all necessary rights, licenses and permissions from the relevant third-parties holding rights to such data protected by Intellectual Property Rights.

If and to the extent Customer intends to export data subject to Intellectual Property Rights to the Softmar Relevant Solution, Customer shall - prior to the Effective Date - provide Supplier with a list of the current third-party data protected by Intellectual Property Rights or similar to be transferred via the API or SFTP connection (as available), as well as the licenses and permissions from Customer needed to allow a transfer of such third-party data, to the Softmar Relevant Solution.

Customer will at all times be responsible for compliance with the terms and conditions of such third-party data providers and shall indemnify and hold harmless from any and all claims arising out of failure to comply with the above in accordance with Supplier's T&Cs.

The Softmar Integrations may be further developed at Supplier's sole discretion.