

## OPTIMISATION PRODUCT TERMS - ZERONORTH A/S

These 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 Product Terms but not defined herein are defined in Supplier's General Terms and Conditions.

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## **1 UNIVERSAL PRODUCT TERMS (APPLICABLE TO ALL PRODUCTS)**

This section 1 of the Product Terms apply to all Solutions and Services set out in these 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 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")
- Mixpanel
- Auth0

#### Bunker Procurement

- Sisense (if Bunker Procurement)
- Microsoft Azure

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

## 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 training to Customer's operators as well as training to designated super users as reasonably necessary for the effective use of the Cloud Services. By default, all purchased products excl. Bunker Pricer and Charter Select include 6 product training sessions of 1-2hr duration delivered over the first year to customers. Additional training sessions or on-site training can be provided upon agreement with the supplier at additional cost.

### 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 in the contract.

### 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 the 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. Suppliers 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. Customer support is designated per customer. 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 8 AM and 7 PM CET, Monday through Friday, excluding Danish national holidays, as part of the Agreement.

Supplier will provide support services in accordance with industry practice. On-site support will be available to the extent specifically agreed with Supplier.

### Additional charges for Analyst and Engineering work

In the event that the Customer requests services, support, or solutions that extend beyond the scope explicitly defined in the applicable Standard Operating Procedure (SOP) or these Product Terms, the Supplier reserves the right to charge for such work on a time and material basis. Such services may include, but are not limited to, Analyst work (e.g., creation of custom reports) which will be charged at a rate of USD 150 per hour, and Engineering work (e.g., development of bespoke integrations or custom dashboards) which will be charged at a rate of USD 250 per hour. Prior to commencing any work that would incur additional costs, the Supplier will provide the Customer with a formal quote detailing the estimated scope and cost for the requested services. The Supplier will only proceed with such work upon receiving explicit written approval from the Customer.

## 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 here: <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://*.mixpanel.com)
- [https://\\*.noonreport.app](https://*.noonreport.app)
- [https://\\*.auth0.com](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 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 FUEL MODEL SOLUTION

This section 2 of the Product Terms apply to the Fuel Model Solution.

The Fuel Model is a Solution integrated with:

- Charter Select
- Voyage Optimisation
- Vessel Optimisation

The Fuel Model Solution and is provided to Customer free of charge in combination with these Solutions and to use the Fuel Model Solution, Customer must 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).

### 2.1 Description of the Fuel Model 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 such as weather data, dry-dock data, vessel data, geolocation data, and vessel noon reports.

### 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 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.

#### 2.4 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 section 2 of the Product Terms, including data from IHS Markit.

#### 2.5 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 (i.e. fuel consumption predictions) is used in other Solutions provided by Supplier (such as 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.

##### 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).
- The IHS Markit Content as part of Supplier's Solutions is provided "AS IS" and "AS AVAILABLE". Neither Supplier nor its third-party data providers warrant the completeness or accuracy of the data, material, third party advertisements or information as contained in the IHS Markit Content in Supplier's Solutions or that it will satisfy Customer's requirements. Supplier and its third-party data providers disclaim all

other express or implied warranties, conditions, and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, Supplier and its third-party data providers shall not be liable for any errors or omissions or any loss, damage or expense incurred by reliance on information, third party advertisements or any statement contained in Supplier's Solutions in relation to the IHS Markit Content. Customer assumes all risk in using the results of the IHS Markit Content as part of Supplier's Solutions.

- 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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### **3 VOYAGE OPTIMISATION SOLUTION**

This section 3 of the Product Terms apply to the Voyage Optimisation Solution.

Customer will be considered to have subscribed to the Fuel Models Solution when using the Voyage Optimisation Solution unless Customer has chosen to use its own fuel model(s) instead of the Supplier's (see below under special conditions).

#### **3.1 Description of the Voyage Optimisation Solution**

Supplier's Voyage Optimisation Solution enables consistent TCE optimisation by providing actionable insights and recommendations prior to a vessel's departure and enroute. With the Voyage Optimisation Solution, operators can improve the bottom line with complete transparency on CO2 emission. Also, algorithmic weather routing is an integral part of the Solution, which means that voyage optimisation and weather safety go hand in hand. Day by day, the Voyage Optimisation Solution makes it easy for operation teams to identify which vessels are performing and which are not.

Supplier's Voyage Optimisation Solution is an advanced piece of software that enables voyage optimisation by algorithmically crunching a lot of data points such as fuel models, AIS, weather forecasts, market rates and bunker prices. By continuously monitoring the vessel and processing this data, the Solution makes sure that the operator is up-to-date on the vessel and whether it is proceeding optimally. If not, the operator is notified and prompted to re-optimize and send new instructions to the vessel.

The Voyage Optimisation Solution includes an emission optimization module, which is a Carbon Intensity Indicator (CII) analysis, which together with optimisation enables users to access real-time monitoring of CII-related performance, simulate future CII rating and recommend voyage routing options to improve or maintain vessel rating and competitive advantage, as well as save emissions and USD.

#### **3.2 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.

#### **3.3 Data**

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

- Vessel specifics
- Voyage data
- Port data
- Market rates
- Bunker price
- All daily noon reports from Customers' vessels. The noon reports must include (i) all of the consumptions from Customer's vessel per grade (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, the Supplier will inform the Customer.

### 3.4 **Third party software or data**

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

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

In order for Customer to use fuel models generated by Supplier in the Voyage Optimisation Solution, Customer will be considered to have subscribed to the Fuel Models Solution and the Product Terms for the Fuel Models Solution will apply to the use of the fuel models when used in the Voyage Optimisation Solution. However, Customer can also use its own fuel model(s) instead of the Supplier's in the Voyage Optimisation Solution (noting that such will apply to Customer's entire fleet of vessels operated in Voyage Optimisation), in which case Supplier accepts no responsibility for such or the accuracy hereof.

### 3.6 **Weather Monitoring & Alerts (included with Voyage Optimisation)**

Customer shall have a valid subscription to Supplier's Voyage Optimisation Solution to use this Advisory Service, including provide any data required under section 3.3 above.

#### Description of the add-on module

A team of seasoned weather experts, including master mariners, ship operators, and meteorologists, provides 24/7/365 advisory service and safety monitoring accessible via email or phone to support both onshore and onboard personnel.

The customer is responsible for creating the initial Voyage Optimisation Plan (VOP) on the platform. The advisory service then assists while the vessel is enroute, with the team of experts passively monitoring the voyage to ensure safety. For vessels in normal weather conditions, the service provides regular weather updates, such as weekly forecasts, but will not create new routes. If a vessel is likely to encounter severe weather, the team provides proactive alerts and routing recommendations (e.g., deviation, drifting). The service is also available to respond to specific weather-related queries from operators or masters.

This combination of algorithm-based weather validation and human expertise helps build confidence between operators and masters to execute the recommended voyage plan, ensuring the vessel can achieve its full financial and environmental potential in all weather conditions.

#### Technical requirements

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

#### Data

Weather safety limits to be provided by Customer. If no weather safety limits are provided, Customer explicitly agrees and acknowledges that these shall be Supplier's default weather safety limits.

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

### 3.7 **Live Voyage Optimisation Plan (free add-on module)**

This section 3.7 apply to the Live Voyage Optimisation Plan (Live VOP) which is automatically included if customer has a valid subscription to the Voyage Optimisation Solution. The technical requirements below must be met for Live VOP to function.

#### Description of the add-on module

The Live VOP enable Customer to access interactive voyage optimisation plans from the Voyage Optimisation Solution in a live view via an interactive website. Weather forecasts are available in the interface, and updates can be provided from the Voyage Optimisation Solution to the vessel directly in the interface.

#### Technical requirements

A modern web browser, such as the latest version of Google Chrome (available there: <https://www.google.com/chrome/>) is required. In addition, an internet connection is required for Live VOP to work in "Live Mode" (receiving live updates). If the internet connection is temporarily unavailable, Live VOP will continue to work in "Offline Mode" (using data received last time the Solution was in Live Mode).

#### Data

Live VOP use data provided as part of the Voyage Optimisation Solution so no additional data is required, aside from the data required under these terms. If additional data is required for the Solution, Supplier will inform Customer.

### 3.8 **ZeroNorth Onboard (paid add-on module)**

This section 3.8 of the Product Terms apply to ZeroNorth Onboard which is a part of the Voyage Optimisation Solution if ZeroNorth Onboard is purchased by Customer. Customer shall have a valid subscription to the Voyage Optimisation Solution to use ZeroNorth Onboard, including providing any data required under section 3.3 above.

#### Description of the add-on module

ZeroNorth Onboard enables Customer to allow for a vessel master and crew on a particular vessel to access certain key planning features of the Voyage Optimisation Solution, including generating optimised voyage plans prior to a vessel's departure and enroute and live tracking of ongoing voyages and updated weather forecasts. Algorithmic weather routing is an integral part of the Solution, which means that voyage optimisation and weather safety go hand in hand.

Due to this add-on module, Customer will be able to request access for such vessel master or certain crew members who will then be provided with log-ins.

The vessel master and crew will not be able to access all features of the Voyage Optimisation Solution and further, the vessel master's access is restricted to a single vessel, which is assigned to them based on instruction from the Customer and limited to voyage metrics such as adoption.

#### Technical requirements

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

#### Data

ZeroNorth Onboard uses data provided as part of the Voyage Optimisation Solution so no additional data is required, aside from the data required under these terms. If additional data is required for the Solution, Supplier will inform Customer.

#### Third party software or data

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

#### Special conditions / third-party terms

Customer may under the same terms as set out in this Agreement and under Customer's responsibility, extend the right of Customer to access the Solution to the vessel master and vessel crew of an individual vessel (however, only for such vessel) which is operated by Customer, solely for Customer's internal business purposes.

### 3.9 **Full-service incl. Active route management (paid add-on module)**

This section 3.9 of the Product Terms apply to 'Full-Service incl. Active Route Management' which is a paid add-on to the Voyage Optimisation Solution if purchased by Customer. Customer shall have a valid subscription to both the Voyage Optimisation Solution and the 'Full-service incl. Active route management' to get access to the services included. Customer must also provide any data required under section 3.3 above.

#### Description of the solution

The Voyage Optimisation Full-Service team consists of specialists with extensive experience as master mariners and commercial operators, providing complete planning, monitoring, and analysis for the Customer's fleet. This comprehensive service includes the following stages:

- **Pre-Voyage Planning:** The Supplier's team creates and provides a detailed and ENC-compliant initial Voyage Optimisation Plan (VOP) to the vessel, featuring an optimum route and speed. These routes are navigable, weather-safe, and optimised according to prevailing market conditions and bunker prices.
- **Active Mid-Voyage Management:** The team actively monitors the vessel's progress 24/7 throughout the voyage. By default, an updated VOP is shared every 72 hours to account for latest changes in the weather forecast. In the event of vessels deviating from the route during normal weather conditions, an updated VOP will be shared to provide the optimal weather safe route for the remaining part of the voyage. In the event of severe weather, the master will be automatically informed and provided with a new, weather-safe, and commercially optimal route subject to the relevant constraints. Additionally, for voyages exceeding 10 days and proceeding at CP warranted speed, the service includes a mid-voyage performance report.
- **End-of-Voyage Analysis:** Upon voyage completion, the service provides an end-of-voyage performance report, generated in accordance with Time Charter Party (TCP) clauses.

This combination of AI and human expertise allows the Customer's commercial teams to concentrate on commercial operations, while the Supplier's experts manage voyage optimisation to ensure navigational and weather safety, fuel performance, and environmental efficiencies are achieved, thereby minimising voyage costs and maximising profits

### 3.10 **Technical requirements**

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

### 3.11 **Data**

Supplier requires the following data from Customer to deliver the Advisory Service:

- Voyage information
- CP restrictions and requirements
- Vessel contact details
- Weather safety limits to be provided by Customer. If no weather safety limits are provided, Customer explicitly agrees and acknowledges that these shall be Supplier's default weather safety limits.

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

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## 4 **VESSEL OPTIMISATION SOLUTION**

This section 4 Product Terms apply to the Vessel Optimisation Solution.

Customer will be considered to have subscribed to the Fuel Models Solution when using the Vessel Optimisation Solution.

### 4.1 **Description of the Solution**

Supplier's Vessel Optimisation Solution evaluates the condition of the vessels in Customer's fleet enabling Customer to improve fuel performance with both short and long term measures.

The Vessel Optimisation Solution provides a consolidated overview and deep dive analysis of key indicators for reported and predicted vessel performance. The Vessel Optimisation Solution includes insight and analysis of hull performance, long port stays/ idling periods, as well as auxiliary generator and boiler consumption. This enables Customer to follow the development of fleet fuel performance. In addition, Customer can quickly prioritize vessels with high improvement potential for action today due to variable filtering and sorting capabilities.

The Vessel Optimisation Solution tracks the hull performance of individual vessels considering recent dry dock and cleaning events. In addition, long port stays or idle periods are monitored in the Solution and Customer i can through the Solution identify when vessels reach critically long port stays or idle periods and access a consolidated summary of risk factors for fouling caused by the long port stay/idle period.

Similarly, the Vessel Optimisation Solution provides evaluations of daily reported auxiliary generator and boiler consumption against expected consumption for port stays and sea passages. Daily overconsumption is summarised to enable Customer to identify the patterns causing the increased consumption.

Further, a visualisation of the speed and consumption estimates is provided together with consumption from Customer's noon reports using Supplier's Fuel Model Solution.

### 4.2 **Technical requirements**

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

### 4.3 **Data**

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

- All daily noon reports from Customer's vessels. The noon reports must include (i) all the consumptions from Customer's vessels per grade (ME, generators, boilers, etc.), (ii) beaufort/wind speed, reported distance over ground, speed over ground and (iii) ME RPM. All types of noon reports are required, including but not limited to sea, port, arrival and departure.
- Vessel Information: IMO number or vessel name used to identify the vessel
- Voyage data: Expected start date, end date and duration.
- The last dry dock date of Customer's vessels and all hull events since last dry dock including but not limited to partial hull cleanings, full hull cleanings and propeller polishings.
- Customer can optionally specify sister ships in Customer's fleet.
- Customer can optionally specify warranted speed and consumption. Providing a fuel model benchmark based on warranted speed condition is only possible in instances where Customer has specified warranted speed and consumption.

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



#### 4.4 Third party software or data

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

The Solution Vessel Optimisation Solution accesses various data sources via API to provide Customer with the functionalities set out in these Product Terms, including data from IHS Markit.

#### 4.5 Special conditions / third-party terms

In order for Customer to use fuel models generated by Supplier in the Vessel Optimisation Solution, Customer will be considered to have subscribed to the Fuel Models Solution and the Product Terms for the Fuel Models Solution will apply the use of such fuel models when used in the Vessel Optimisation Solution.

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 Vessel Optimisation Solution.

##### 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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#### E.U. Copernicus Marine Service

Further, please note that some of the vessel intelligence data created by the Vessel Optimisation Solution has been **generated using E.U. Copernicus Marine Service Information**; <https://doi.org/10.48670/moi-00278> and <https://doi.org/10.48670/moi-00016>.

#### **4.6 Vessel Optimisation Advisory Service (paid add-on service)**

This section 4.6 of the Product Terms apply to the Vessel Optimisation Advisory Service, which is part of the Vessel Optimisation Solution, if the add-on is purchased by the Customer. Hence, customer shall have a valid subscription to the Vessel Optimisation Solution to use the advisory service, including providing any data required under section 4.3 above.

##### Description of the Advisory Service

Digital fuel models are created for each individual vessel based on vessels specific data, historic fuel performance and fuel model reference library. Fuel models are then calibrated and adjusted based on continuous capture of fuel performance data from noon reports and/or sensor data.

A dedicated performance team, composed of experienced performance specialists, with background in shipping, naval architecture and data science, act partially or in full as Customer's outsourced performance team. While utilising the Solution Vessel Optimisation Solution the team monitors the condition of hull and propeller through hydrodynamic analysis and alerting Customer of deviations and providing tailor-made recommendations for hull and/or propeller cleaning actions including when to conduct hull cleaning to ensure optimal vessel operations, minimised fuel burn and emissions output and increased revenue. The Solution Vessel Optimisation Solution translates the impact of the hull and propeller condition and cleaning events to the fuel model for the vessel to provide accurate predictions of fuel consumption. These enable continuous sanity checks of charter party agreements and custom benchmarking in the Solution Vessel Optimisation Solution.

The Vessel Optimisation Advisory Service team provide clear performance validation reports to help Customer remain accountable to its counterparties and show that they are performing in line with charter party agreements. Users are given round-the-clock, 24/7/365 access to vessel dashboards, improving transparency and collaboration across teams.

##### Technical requirements

Customer is responsible for delivery of data (see below) to Supplier or make 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 Vessel Optimisation Advisory Service:

- Vessel specific data
- Engine and propeller data
- Hydrostatic tables / Sea trial data
- Noon reports/Sensor data
- Hull events information.

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

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## **5 VESSEL REPORTING SOLUTION**

This section 5 of the Product Terms apply to the Vessel Reporting Solution.

### 5.1 Description of the Solution

Supplier's Vessel Reporting Solution is cloud-based software for conducting regular reporting by the ship's crew as to the location, condition, and operation of the vessel (i.e. noon reporting). The Solution supports a comprehensive set of report and event types including, but not limited to, sea, port, arrival, and departure reports, and service, bunker, technical, stock, and cargo events.

The Solution enhances the quality of data reported by conducting over 200 data validation checks that provide real time feedback to the end user when invalid or unexpected data is entered. As the Solution is cloud-based, only a web browser is required, and no software will be installed on board the vessel. While cloud-based, the application used by the vessel's crew has an offline mode that allows report data to be collected even when internet connectivity is unavailable. Submitted reports can be edited for up to 30 days, with all changes being recorded in the version history of the report. Submitted reports are visible to authorised users ashore via a web-based dashboard that lists all of the Customer's vessels and provides the ability to drill down to any report and version. Reports can be exported in PDF format in order to share reports with stakeholders off of the platform.

The Vessel Reporting Solution includes a human, data-quality validation layer, to improve the accuracy and completeness of noon report data. Hence, the Vessel Reporting Solution, combines 1st-layer (vessel-side), 2nd-layer (shore-side automated), and 3rd-layer (analyst) validations that spot missing reports, incorrect data, or potential compliance risks. On a regular basis, Supplier flags new errors and contact vessels to amend. If issues are not resolved within reasonable time, Supplier's Service will contact Customer's operators, who are then responsible for ensuring resolution. Through standardized monthly and quarterly reports, Customer may be able to see which vessels often misreport, the most common error types, and any progress in boosting data quality.

### 5.2 Technical requirements

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

### 5.3 Data

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

- Vessel specifics

To deliver the human validation layer, Customer must deliver the below to Supplier:

- Voyage management system data
  - List of vessels
  - List of ports
  - Voyage details
- Vessel contact details
- List of operators for each vessel and their contact details

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

### 5.4 Third party software or data

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

### 5.5 Emission Analytics (paid add-on service)

This section 5.5 of the Product Terms apply to the Emissions Analytics Module, which is part of the Vessel Reporting Solution, if the add-on is purchased by the Customer. Hence, customer shall have a valid subscription to the Vessel Reporting Solution to use this module, including providing any data required under section 5.3 above.

#### Description of the Solution

Emission Analytics leverages data collected by the Vessel Reporting Solutions to enable Customer to aggregate data and consistently generate reliable emissions reports. With Emission Analytics, Customer can easily gather emissions metrics on all voyages and aggregate data as needed (year to date, annually) while also getting an overview at the fleet level. Using embedded data validation routines, the Solution streamlines the user experience for generating reports matching the reporting requirements of various schemes, such as the Sea Cargo Charter, the EU MRV and the IMO DCS.

Emission Analytics hosts insights into various upcoming regulations, such as calculated EU ETS exposure at the voyage level, vessel level and fleet level.

The Emission Analytics dashboards are highly interactive and provide real-time as well as simulated insights into emissions performance and regulatory exposure.

Supplier will not receive any information from Vitol as regard Customer's actual purchase of EUAs. Customer can choose to manually edit the EUA balance in the Emission Analytics Solution after the purchase.

#### Technical requirements

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

#### Data

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

- Vessel specifics
- All daily noon reports for all Customer's vessels. The noon reports must include (i) all of the consumptions from Customer's vessel per grade (ME, generators, boilers, etc.); 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.

#### Third party software or data

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

### **5.6 DNV Veracity Emissions Integration (paid add-on service)**

This section 5.5 of the Product Terms apply to the DNV Veracity Emissions Integration, which is part of the Vessel Reporting Solution, if the add-on is purchased by the Customer. Hence, customer shall have a valid subscription to the Vessel Reporting Solution to use this module, including providing any data required under section 5.3 above.

#### Description of the Solution

When this module is enabled All the noon report data that is reported via ZN Vessel Reporting product is converted into DNV specific OVD format and submitted to customers DNV workbench. The errors generated from DNV workbench are automatically pulled into ZN and along with ZN's internal Data Quality errors are sent to vessels for correction and the corrected data is submitted again.

#### Technical requirements

- Onboarding into Vessel Reporting to be done as per DNV/Emissions requirements.
- Subscription to DNV's Workbench.

#### Data

#### Third party software or data

DNV Workbench Key for production data submission

### **5.7 Vessel Reporting API (paid add-on service)**

This section 5.7 of the Product Terms apply to the Vessel Reporting API solution, which is a part of the Vessel Reporting Solution, if the add-on is purchased separately by the Customer. Hence, customer shall have a valid subscription to the Vessel Reporting Solution to this module, including providing any data required under section 5.3 above.

#### Description of the add-on module

The Standard Integration Module enables Customer to access report data programmatically through the Supplier's vessel reporting API. The vessel reporting API provides a set of calls to access data from Supplier's vessel reporting database on a per client basis, delivering data for all report types and dates. Requests made to any endpoints that are made available are expected to happen as frequently as hourly.

The Standard Integration Module may be further developed at Supplier's sole discretion.

#### Data

Supplier's vessel reporting API provides access to all data delivered by the Customer using the Vessel Reporting Solution.

#### Third party software or data

Auth0 is used to facilitate authentication to the Solutions.

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## **6 SCOPE 3 REPORTING**

The following Product Terms apply to the Scope 3 Reporting Solution, if Scope 3 Reporting is purchased by Customer.

### **6.1 Description of the solution**

The Scope 3 Reporting Solution aims at collecting, validating, and processing data needed to provide Scope 3 emission reports to charterers. The Solution is flexible in catering for requesting a daily report frequency from vessels, as well as aggregated end of voyage reports from vessels. The goal of the Solution is to initiate contact with the vessel

transporting cargo on behalf of a charterer, prompt the vessel to report on a template provided by Supplier, and validate and process the reported data.

The Solution can integrate with Vessel Management Systems (VMS) using an API (integration purchased separately) to initiate reporting processes efficiently and circulate data and insights back into Customer's systems. The VMS integrations are an add-on, purchased separately. At the core of the Solution is ZeroNorth's reporting solution, which rigorously validates data at multiple levels to ensure its accuracy. This integration is designed to support enhanced analysis and effective oversight of fuel consumption and emissions.

The output of the reporting is powered by Emission Analytics, allowing Customer to retrieve Scope 3 emissions data and voyage reports aligned with the Sea Cargo Charterer reporting initiative.

## 6.2 Data

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

- Information that a voyage charter (also known as spot voyage) is scheduled to start, either through VMS integration or through Charterer API Integration
- Expected itinerary of the voyage, including UNLOCODES of ports of call
- Voyage reference number (also known as Voyage ID)
- Broker's email address
- If known, IMO number of the vessel responsible for the voyage
- If known, e-mail address of the vessel responsible for the voyage
- E-mail addresses of the Customer's team to be notified during the reporting workflow

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

Customer must ensure that the data above is provided to Supplier, including, where applicable, by ensuring that the relevant third parties with whom Customer has contracted (charterers or shipowners, as applicable) are either (i) providing the data requested above to Supplier, or (ii) are obligated to ensure that such data is provided to Supplier.

Customer may do so by inserting a clause in its contracts with the relevant third parties (such as the charterparty) obligating the third party to provide the data to Supplier or ensure that such data is provided to Supplier.

An example of such a clause is set out below. However, Customer and Supplier explicitly agree that the use of such a clause (including the example clause) is at Customer's own discretion and is Customer's sole responsibility. The example clause below is not intended to be, and should not be considered, legal advice. Before making any decisions or taking any actions based on the clause or information provided in these Product Terms, Customer should consult with a qualified legal professional to ensure it is appropriate for Customer's specific contract and circumstances. The use of the example clause is at Customer's own risk and Supplier hereby disclaims all responsibility for the use of the example clause or Customer's legal matters otherwise.

*For the purpose of [Customer's] scope 3 emission reporting, [charterer/ship owner] is required to report the following data to the third-party vendor ZeroNorth A/S, or is required to ensure that such data is reported to ZeroNorth A/S: vessel performance data (distance, fuel consumption, cargo, etc.). [charterer/ship owner] will be provided with a reporting solution in the attached template where required data must be entered/uploaded.*

*ZeroNorth A/S is not a party to this agreement and accepts no responsibility or liability as to this agreement. However, the following terms shall apply when providing data to ZeroNorth A/S:*

*"[Charterer/ship owner] grants ZeroNorth A/S and ZeroNorth A/S' downstream affiliates a non-exclusive, perpetual, irrevocable, transferrable, sublicensable, royalty-free, fully-paid, worldwide right and license to all performance data from [Charterer/ship owner], for ZeroNorth A/S and its downstream affiliates to use and otherwise exploit in any manner it sees fit; however, provided that such performance data is not disclosed to third parties (unless it is anonymized beforehand). Save as set out in the Agreement, [Charterer/ship owner] waives irrevocably against ZeroNorth A/S and its downstream affiliates any and all rights, objections or claims, including any intellectual property rights, relating to ZeroNorth A/S and its downstream affiliates' use of performance data. In case [Charterer/ship owner] has provided performance data not owned by [Charterer/ship owner], [Charterer/ship owner] shall procure the rights necessary to grant such license."*

*[OPTIONAL:] If [charterer/shipowner] does not report the data set out above, the [charterer/shipowner] shall pay liquidated damage to [Customer] in the amount of EUR [insert] for each breach of its Reporting obligation.*

## 7 **CHARTER SELECT SOLUTION**

This section 7 of the Product Terms apply to the Charter Select Solution (previously known as Vessel Selection) and the Charter Intel Solution.

Customer will be considered to have subscribed to the Fuel Models Solution when using the Charter Select Solution or the Charter Intel Solution.

### 7.1 **Description of the solution**

Charter Select enables a data-driven approach to estimate operational vessel performance for single trip (spot charter) or longer period charters (period charter). With Charter Select, Customer can make more informed chartering decisions, by comparing the estimated fuel consumption, projected carbon emissions, estimated carbon intensity ratings, and estimated total chartering costs for different vessels.

Customer can evaluate vessels for either a spot charter or period charter. The period charter may be of any given length. Customer has the opportunity to compare the estimated performance of individual vessels on established shipping routes (period charter). The spot charter functionality offers Customer to evaluate specific voyages between ports, with the option to add multiple additional ports as intermediate waypoints.

Charter Select provides operational vessel performance metrics, including an assessment of the vessel condition, total cost estimates and projected carbon emissions. The vessel specific projected carbon emissions for the voyages under consideration enable Customer to make more sustainable decisions when selecting vessels, thus contributing to making global trade green.

Charter Select provides Customer with warnings of discrepancies between the warranted speed and consumption of a vessel, and the estimated speed and consumption of that vessel, referred to as "Risk of Underperformance". Customer may use these risk assessments to inform its decisions on which vessel to select for a charter.

Similarly, the Solution also provides forward looking estimates of estimated CII ratings for vessels under consideration for a charter. Supplier is not liable for the accuracy of these estimates.

### 7.2 **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.

### 7.3 **Data**

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

- All daily noon reports from Customers' vessels. The noon reports must include (i) all of the consumptions from Customer's vessel per grade (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.
- Vessel information: IMO number or vessel name used to identify the vessel.

In addition to the data required above, Customer also requires the following data from Customer to deliver the Charter Select Solution and related Cloud Services:

- Voyage data: Expected voyage start date and duration. For spot charter - input port of origin and destination. For time charter - select shipping routes.
- Warranted speed and consumption: Customer inputs the warranted speed and consumption for each vessel. For spot charter, this is optional. For period charter, Customer must provide at least one set of speed and consumption numbers. Calculating a "Risk of Underperformance" is only possible in the instances where Customer has specified at least one set of warranted speed and consumption numbers.
- Port and ballast data: Customer can optionally specify the number of expected ballast days and port days during the charter.
- Charter rate: Customer can optionally specify the daily charter rate for vessels
- Bunker price: Customers can optionally specify a bunker price.

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

### 7.4 **Third party software or data**

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

The Charter Select Solution and the Charter Intel Solution accesses various data sources to provide Customer with the functionalities set out in section 8 of the Product Terms.

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

In order for Customer to use the fuel models generated by Supplier in the Charter Select Solution or the Charter Intel Solution to obtain e.g., the fuel consumption estimates, Customer will be considered to have subscribed to the Fuel

Models Solution and the Product Terms for the Fuel Model Solution will apply to such fuel models and the data provided by such (such as the fuel consumption estimates) when used in the Charter Select Solution or the Charter Intel Solution.

Customer understands that the various estimates provided by the Charter Select Solution or the Charter Intel Solution may not be accurate enough to base chartering decisions on.

Additional usage restrictions: the Charter Select Solution and the Charter Intel Solution may (i) only be used for the Customer's and its Affiliate's internal business purposes and (ii) not be accessed nor used by third-party service providers engaged by Customer or its Affiliates (i.e., the usage rights currently in Clauses 2.3 (iv) and 2.4 in Supplier's T&Cs (it being understood that such Clauses might be updated) are expressly derogated from). Customer also agrees to provide feedback to Supplier regarding its experience using the Charter Select Solution or the Charter Intel Solution (as applicable).

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## 8 **SMARTSHIP SOLUTION**

This section of the Product Terms apply to the SmartShip Solution.

### 8.1 **Description of the Solution**

SMARTShip is a modular digital platform that connects the entire fleet, providing analytics and decision support to improve operational efficiency, safety, sustainability, and regulatory compliance. The solution is available in multiple configurations based on:

- Type of data connectivity: High-frequency (sensor-based), low-frequency (noon-report-based), or hybrid
- Deployment architecture: Edge server or Cloud-connect
- Application suite: Full-featured Professional vs streamlined Performance

These configurations allow customers to select the right fit based on vessel readiness, data availability, and operational needs.

SMARTShip product variants:

1. **SMARTShip Professional:** The full-featured platform offering advanced analytics, optimization, and predictive maintenance powered by high-frequency sensor data.
  - a. **Professional (Edge)**  
Includes onboard edge server for real-time data collection and processing, enabling full access to SMARTShip both onboard and ashore. Installation of the sensor is priced separately from the software solution.
  - b. **Professional (Cloud)**  
Integrates with third-party cloud-based sensor systems. Offers remote access to most SMARTShip applications. No onboard installation required.
2. **SMARTShip Performance:** A streamlined version that delivers core analytics and compliance tools, excluding advanced applications like Asset AI and Bunker/Voyage Optimization.
  - a. **Performance (Edge)**  
Includes edge server for onboard/offboard access and data collection, but with reduced application scope. Installation of the sensor is priced separately from the software solution.
  - b. **Performance (Cloud)**  
Integrates with existing cloud-based data providers. Delivers essential applications remotely, with no onboard installation.
3. **SMARTShip Prime:** The noon-report-only version of SMARTShip, designed for vessels not digitally connected. It uses structured manual reporting, AIS, and weather data to deliver performance insights.
  - a. **Prime (Noon Report Only)**  
No sensor data or hardware is required. Enables cost-effective fleet-wide analytics and reporting for older or third-party vessels, with easy future upgrade paths to higher-tier configurations.

### 8.2 **Technical requirements**

The technical requirements for the SmartShip Solution vary depending on whether the Customer has subscribed to the High-Frequency or Low-Frequency version.

The SMARTShip system is designed to be flexible and can operate even if some data points are unavailable; however, certain features may be reduced in scope or unavailable if the necessary data to support them is not provided.

#### **High-Frequency Configurations (Professional & Performance):**

##### **Edge Installations:**

- Supplier installs onboard Edge Server and connects to sensor

- Customer ensures compatibility of existing onboard systems (e.g. AMS, VDR, shaft torque meter, fuel meters, etc.) and minimum required set of parameters be made available to enable full application functionality.
- Stable satellite connectivity to supplier cloud service must be maintained

#### **Cloud-Connect Installations:**

- Customer must provide API access to third-party systems transmitting high-frequency data
- The minimum required set of parameters must be made available to enable full application functionality. This includes, but is not limited to AMS, VDR, shaft torque meter, fuel meters
- Supplier integrates with available cloud-based sensor feeds
- No onboard application access is supported

#### **SMARTShip Prime (Noon Report Only)**

- Customer must provide structured noon reports from vessels, including but not limited to sea, port, arrival, and departure reports
- Customer is responsible for ensuring the delivery of all noon reports from its vessels
- The minimum required set of data fields must be made available to enable full application functionality. This includes, but is not limited to:
  - Fuel consumption per grade (ME, AE, boiler, etc.)
  - Wind speed/Beaufort scale
  - Speed over ground, speed through water
  - Voyage details and draft
- Supplier maps, validates, and integrates noon report data for application use

#### **8.3 Data**

To enable and deliver SMARTShip, the following data must be provided:

- Vessel Particulars
- Sensor Data (Professional and Performance) or Noon Reports (Prime) as specified under the "Technical requirements"
- API credentials (for Cloud-Connect)
- Any additional data as reasonably requested to activate or optimise features

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

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

#### **8.5 Special conditions**

The following conditions apply:

- Sensor-based services for SMARTShip (Professional and Performance) are contingent on continued data availability from onboard systems or cloud APIs
- SMARTShip Prime operates solely on noon reports and has no dependency on sensors or shipboard systems
- Customer authorises Supplier to process and use data in accordance with the General Terms and Conditions
- If onboard or cloud-connected data sources fail (excluding Supplier fault), Supplier is not liable for service disruptions in affected applications
- For edge installations in instances of satellite disconnectivity of greater than 30 days, data will not be available on shore

#### **8.6 Asset AI Plus Predictive Maintenance (add-on module)**

This section apply to the Asset AI Predictive Maintenance solution which is a part of the SMARTShip High-frequency solution if Asset AI Predictive Maintenance is purchased by Customer. Customer shall have a valid subscription to the SMARTShip Solution, including providing any data required under section 8 above.

#### Description of the Solution

Asset AI Predictive Maintenance is an add-on to the SMARTShip Professional High-Frequency solution. It leverages high-frequency sensor data and machine learning algorithms to monitor, analyse, and predict the condition and performance of critical vessel equipment. The solution enables early detection of anomalies, estimation of component health, and prediction of remaining useful life (RUL), supporting proactive maintenance decisions. The solution provides dashboards, health scores, and notifications accessible via the SMARTShip platform.



Technical requirements

The Asset AI Predictive Maintenance module requires:

- Subscription to the SMARTShip Professional High-Frequency solution
- A minimum of three (3) months of historical high-frequency data to train the predictive models
- Continuous data flow from on-board systems to SMARTShip for ongoing analysis

The Customer is responsible for ensuring:

- Data quality and sensor calibration of relevant onboard sensors
- Timely resolution of sensor or data transmission issues impacting data accuracy

Data

Supplier requires the following data from the Customer to enable the Asset AI Predictive Maintenance solution:

- High-frequency time series sensor data for all monitored assets (AMS connectivity and MOP/PMI connectivity for cylinder pressures)
- Engine shop trial and engine specifications
- Historical operational and maintenance records, if available, to improve model accuracy

Special conditions / third-party terms

- Asset AI Predictive Maintenance insights and recommendations are advisory in nature and do not replace crew judgement or OEM maintenance requirements.
- Supplier makes no guarantees of detection of all potential failures or malfunctions.
- Customer remains responsible for all operational decisions and for taking appropriate action based on insights provided.

**8.7 Noon Report Integration (add-on module)**

This section apply to the SMARTShip solution (Professional and Performance) if noon report integration is purchased by Customer. Customer shall have a valid subscription to the SMARTShip Solution, including providing any data required under section 8 above.

Description of the Solution

The Noon Report Integration module enables the SMARTShip solution to ingest, parse, and analyse daily noon reports from the Customer's vessels. It acts as a data bridge, standardising diverse formats of manual reporting and integrating the information into SMARTShip applications. This module helps ensure data consistency across the fleet and enhances analytics for vessels by synthesising with high-frequency data allowing for data augmentation and comparison.

Technical requirements

Customer must provide:

- Access to noon report files or API endpoints for integration
- Noon report formats/templates in use, including field definitions

Customer is responsible for:

- Accuracy and completeness of noon report data provided
- Timely delivery of reports as per agreed schedule

Supplier will map and integrate the data into SMARTShip as mutually agreed

Data

Supplier requires the following data for Noon Report Integration:

- Daily noon reports from vessels including, at minimum:
  - Fuel oil consumption per grade
  - Main engine, auxiliary engine, and boiler operating details
  - Draft, speeds, distance sailed, voyage status, and any additional performance data recorded in the reports

Special conditions / third-party terms

- Supplier may charge additional fees for mapping custom report templates if not included in standard integrations.
- Supplier shall not be responsible for inaccuracies in analytics resulting from incorrect or incomplete noon report data.

**8.8 VIO Data Exchange (add-on module)**

This section apply to the VIO solution which is a part of the SMARTShip solution if VIO is purchased by Customer. Customer shall have a valid subscription to the SMARTShip Solution, including providing any data required under section 8.3 above.

Description of the Solution

VIO (pronounced "Vaayo") is a secure, cloud-based Data Exchange Platform that enables automated and reliable exchange of maritime data across different systems, applications, and external partners. It acts as a central hub to ingest, curate, store, and distribute data from diverse sources including SMARTShip, Ship ERP systems, Class Registry databases, 3rd-party platforms, and other maritime applications.

Key capabilities include:

- Secure data storage for up to 5 years
- Data ingestion from external sources via RESTful APIs or file-based methods (e.g. email CSV)
- Automated data sharing to external or third-party systems through APIs or scheduled exports
- Standardized data structure compliant with ISO 19848
- High scalability and fast processing for large volumes of structured and semi-structured data
- Ability to host and integrate 3rd-party applications within the SMARTShip ecosystem
- Integration examples include:
  - Paint manufacturers for monitoring paint performance
  - ABB Turbocharger for remote support and warranties
  - Cargo gas systems providers like Wärtsilä
  - Emergency Response Service Providers
  - Automated emissions data sharing (EU MRV, IMO DCS, etc.)
  - Integration with commercial, financial, and technical ERP systems

VIO enhances SMARTShip's functionality by enabling comprehensive, secure, and fast data exchange, unlocking advanced analytics and new business models.

Technical requirements

Customer must have:

- A valid subscription to the SMARTShip Solution
- Agreement to provide necessary data access credentials (e.g. API keys, SFTP details) for integrations

Supported integration methods:

- RESTful APIs
- Secured file-based data exchange (e.g. email with CSV attachments)

The Customer is responsible for:

- Ensuring that external systems intended for integration are operational and accessible
- Maintaining any licenses or agreements required for external systems
- Providing Supplier with the required data formats and templates for custom integrations

Initial customizations or integrations beyond standard pre-built connectors may incur additional fees on a time and materials basis.

Data

Supplier requires the following data to enable VIO Data Exchange services:

- Any additional data required to complete agreed integrations

Data retained in VIO is stored securely for up to 5 years under the terms of the Customer's subscription.

Special conditions / third-party terms

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**9 BUNKER PLANNER**

This section 9 of the Bunker Product Terms apply to the Bunker Planner Solution.

**9.1 Description of the solution**

Bunker Planner helps operators optimise 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 constraints 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 of ROB data
  - Set up for automatic integration of vessel specific tank layout
  - Ability to overwrite relevant data sources incl. ROB, burn order, safety levels, etc.

**9.2 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.

**9.3 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, unpumpable
- Voyage data
- Port data
- Market rates
- Bunker price
- All daily noon reports from Customer's vessels. 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.

**9.4 Third party software or data**

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

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## 10 BUNKER PROCUREMENT

### 10.1 Description of the solution

The Procurement Solution is a platform for managing the bunker procurement process, from planning and requests to post-bunkering activities. Customers can generate bunker plans, create requirements manually or via integration, and communicate with ships through customizable web forms. The system supports spot inquiries, offer comparisons, contract finalization, and invoicing. It also manages vessel, port, agent, and supplier details, along with contracts and approvals. Post-bunkering, it handles Bunker Delivery Notes (BDNs), fuel analysis, claims, and reporting.

#### Key Features:

- **Bunker Planning:** Generate multiple bunker plans simultaneously, factoring in open contract volume balances across regions.
- **Automated Ship Communication:** Finalise bunker plans through automated communication with ships via customizable web forms
- **Bunker Requirements:** Create manually, integrate from VMS, or generate through the bunker planning module. Send spot inquiries directly from the system.
- **Offer Management:** Manage inquiries, compare offers by price or energy, and finalise contracts or spot purchases.
- **Directory Management:** Oversee vessels, ports, agents, and surveyors, including managing seller directories with product availability, port contacts, and whitelist/blacklist functions.
- **Contract & Approval Management:** Manage bunker contracts and implement approval processes for contracts, nominations, and invoices.
- **Post-Bunkering and Documentation Management:** Manage the entire post-bunkering process, including the storage and handling of Bunker Delivery Notes (BDNs), fuel analysis, lab reports, time sheet statements, claims, and invoices.
- **Invoice Management:** Add sales invoice details related to purchases, attach invoice PDFs, manage approval and payment statuses.
- **Data Integration:** Sync finalised purchase data, invoices, BDNs, and other relevant order details with external systems or sources.
- **Data Security and Auditability:** Tailor the customers access rights, implement optional approval workflows for confirmations and amendments, and maintain a clear, traceable transaction history to ensure secure, transparent, and accountable operations.
- **Claims Management:** Handle claims for issues like quality, quantity, delays, damages, or non-delivery. Add claims with relevant details, communicate directly with sellers via email, and export claims data for reporting.
- **BI Reporting:** Access standard reports for business insights based on your data.
- **Selling Invoices:** For buyers acting as traders or brokers, generate and send selling invoices (PDF format via email) directly to clients.
- **Third-Party Purchase Management:** Manage the selling process when buying bunkers on behalf of other companies. Add selling data (selling price, commission, credit terms), generate selling invoice PDFs, communicate with buyers via email, and integrate invoice details back into VMS

### 10.2 Technical requirements

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

### 10.3 Data

#### Mandatory Data:

- Vessel list
- Service provider lists and related information
- Email settings and templates (inquiry, nomination, contract nomination, operation, etc.)
- Fuel types
- Buying entities
- Users and roles
- Buying credit terms

#### Optional Data:

- Integration settings
- Ports and regional configurations
- Pricing indexes and holiday calendars
- Product units and currency
- Invoice PDF templates (for brokers or traders)

If additional data is required, the Supplier will notify the Customer.

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.

In addition to the above, backfilling of historical transaction data into the solution is also available at an additional cost. The cost depend on whether data is delivered in ZeroNorth's predefined format or not.

#### 10.4 Integrations

**Login and Authentication:** Microsoft Active Directory can be used for login and authentication, or the system can be accessed via standard username and password credentials.

##### **ZeroNorth - Bunker Pricer Integration**

The following apply to the integration of Bunker Pricer.

Integrated Data:

- Spot Pricing: Access real-time market data.
- Map View: Interactive global map showing ports, spot prices, forward curves, and visualizations.
- Forward Price Tab: View forward curves and swap prices.

This integration provides real-time market pricing, usable as an index for contracts or a benchmark for stemmed spot prices.

##### **ZeroNorth – eBDN Integration**

The following apply to the add-on data integration of eBDN.

###### Description of the add on functionality

Seamless integration of BDN information from the eBDN Solution into the Bunker Procurement Solution, including:

- BDN quantity
- Delivery dates
- BDN attachments

This integration reduces manual input, thereby minimizing the risk of manual errors and simplifying the validation process of final BDN data.

##### **S&P Global Commodity Insights – Platts Prices**

The following apply to the Platts Price add-on data integration from S&P Global Commodity Insights. Customer must hold a valid subscription with S&P Global Commodity Insights to access and utilise this data.

###### Description of the add on-module

The integration of SPGCI's Platts Prices allows:

Automatically compute contract prices using Platts Price data.

Export this data for benchmarking against stemmed spot prices.

##### **ERP Integration**

Integration with the customer's ERP system may be established at an additional cost, charged on a time and materials basis.

###### 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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## **11 BUNKER PRICER**

This section of the Bunker Product Terms apply to the Bunker Pricer Solution.

### **11.1 Description of the solution**

The Bunker Pricer solution is an engine for live spot and forward bunker price indications for more than 170 global ports. The system calculates bunker fuel prices on a formula basis, utilizing live market swaps and proprietary transaction data available from ZeroNorth.

The web-based interface includes the following functionalities:

- **Spot Pricing:** A view consisting of live spot indications as well as live market data.
- **Forward Pricing:** A tab enabling users to build out a price matrix of forward curves, including control over which ports, grades, and forward periods are displayed. Available forward periods include M+1-12, Q+1-5, and Cal +1-2.
- **Analysis Tab:** The ability for users to view historic spot and forward prices, build out arbitrage views for comparing prices, and visualize current forward curves.
- **Map View:** An interface allowing users to interact with ports from a global map, including the ability to filter for specific fuel grades.
- **Port Profiles:** A feature that gives insight into known suppliers and available fuel grades for various ports.

### **11.2 Technical requirements**

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

### **11.3 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.

### **11.4 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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### 11.5 **Bunker Pricer API (add-on module)**

This section apply to the Bunker Pricer API solution which is a part of the Bunker Pricer solution if Bunker Pricer API is purchased by Customer. Customer shall have a valid subscription to the Bunker Pricer Solution, including providing any data required under section 11 above.

### 11.6 **Description of the Solution**

The Bunker Pricer API solution provides endpoints for consuming both spot and forward bunker prices provided by ZeroNorth, for more than 170 global ports. The API provides the same prices available in ZeroNorth's front-end solution, which are calculated on a formula basis, utilizing live market swaps and proprietary transaction data available from ZeroNorth. For forward prices, available periods include M+1-12, Q+1-5, and Cal +1-2.

The API interface includes access to the following data points for both spot and forward prices:

- Latest intra-day prices
- Latest end of day prices
- Access to historical prices

The Supplier will provide the Customer with the required documentation and an API Key for accessing the data. Unless otherwise agreed, the API is provided "as is," and the Customer is responsible for establishing a connection to the API and ensuring that integrating with the API is possible.

### 11.7 **Technical requirements**

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

### 11.8 **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

#### 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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## 12 **BUNKER TRADER**

This section 12 of the Bunker Product Terms applies to the Trader solution (previously known as Integrated Bunker Trading Management System - iBTMS).

### 12.1 **Description of the Solution**

The Trader Solution is a comprehensive platform designed to manage the entire bunker fuel lifecycle, from customer credit tracking and price data management, sales and claims management. Additionally, the system manages financial aspects such as AR/AP invoicing, trading P&L, and budget tracking, providing end-to-end visibility and control over bunker operations. An additional integrated module supports paper trading for swaps and futures, with detailed monthly trade positions and P&L reporting.

#### **Key Features**

- Master Data Management: Monitor and track customer credit effectively to ensure smooth operational workflows.
- Price Data and Methods:
  - Price Import: Import pricing data directly from APIs or Excel or enter manually as needed.
  - Pricing Methods: Utilise predefined or user-defined pricing methods to suit specific operational needs.
- Bunker Sales (Back-to-Back):
  - Sales Inquiry, Order, and BDN: Generate sales inquiries and orders, and issue Bunker Delivery Notes (BDNs) for physical and back-to-back bunker sales.
  - Integration to Sales Invoice: Connects with sales invoicing to track and finalize financial transactions seamlessly.
- Bunker Operations:
  - Monitoring: Monitoring of delivery jobs.
- Claims Management:
  - Sales and Purchase Claims: Record and manage claims related to sales and purchase discrepancies to resolve issues proactively.

- Financial Management:

- AR Invoice and Receipts: Manage accounts receivable, including invoicing and receipt tracking.
- AP Invoice and Payment: Handle accounts payable, including invoice processing and payments.
- Trading P&L: Access real-time trading profitability to support financial planning.

- Accounting system (optional add-on):

- AR Invoice and Receipts: Manage accounts receivable, including invoicing and receipt tracking.
- AP Invoice and Payment: Handle accounts payable, including invoice processing and payments.
- Bank Entries: Record and reconcile bank transactions, enabling accurate tracking of cash inflows and outflows.
- General Ledger: Maintain a complete record of all financial transactions, providing the foundation for financial reporting and analysis.
- Budget planning: Create and manage budget allocations, track actual expenses against forecasts, and adjust budgets to support financial planning.
- Fixed Assets: Track and manage fixed assets, ensuring accurate asset valuation and reporting.
- Balance Sheet: Generate balance sheets to provide an overview of assets, liabilities, and equity, supporting financial health assessments.
- Tax Reporting: Compile tax-related data and generate reports to support compliance with regulatory tax filing requirements.
- P&L: Access real-time trading profitability to support financial planning.

- Risk Management (optional add-on):

- Swaps and Futures: Track and manage swaps, futures, and other paper trading activities.
- Physical deals vs Paper Tracking: Compare physical trading with paper trading to evaluate positions.
- Trade Position and P&L by Month: View trade positions and P&L by future months to support strategic decision-making.

## 12.2 Technical requirements

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

## 12.3 Data

### Mandatory Data:

- Customer credit and financial information
- Grades and Fuel type specifications
- AR/AP customer and vendor lists
- Vessel and barge details
- User and role configurations

### Optional Data:

- Pricing and integration configurations
- Custom-defined pricing methods and historical transactions

If additional data is required, the Supplier will notify the Customer

### Third Party Software or Data

- Crystal reports are used for report generation
- Chilkat DLL service is used for SMS, email and SFTP.

### Integrations

- Login and Authentication: Standard username/password credentials can be used for secure access.
- Price Integration: Integrates with external market price data to support up-to-date pricing insights.
- SGTRADEX Integration: Integration with banks to forward sales confirmation, BDN info and invoice documents.
- e-Invoice: Invoice data integration with tax authorities and buyers.
- eBDN-BDN data integration with eBDN vendors.
- Finance System Integration: Invoice data integration with head office finance system.

### Hardware and Software Requirements

#### Minimum Recommended Server Hardware:

- Intel Pentium based server
- 8 GB Ram
- 500 GB Hard Disk Drive
- Backup device
- Ethernet / Gigabit network card

#### Recommended Server Access Settings:



- Open TCP / IP protocol on port 1433 (Add this port into Windows Firewall exception list)

Minimum Recommended Server Software:

- Microsoft Windows 2012 Operating System – Standard Edition and above
- Microsoft SQL Server 2008 R2 – Express Edition or Standard Edition with at least 10 client licence
- SQL Server Management Studio (This feature comes with MS SQL Server package)
- Microsoft .net framework 2.0 and above
- Remote Desktop Connection Licence

Client hardware:

- Pentium based desktop or laptop
- 4 GB Ram
- 100 GB Hard Disk Drive
- Ethernet / Gigabit / Wireless network card

Client Software:

- Microsoft Windows XP Professional and above Operating System
- Microsoft .net framework 2.0 and above

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### 13 BUNKER SUPPLIER

This section 13 of the Bunker Product Terms applies to the supplier Solution (previously known as Integrated Bunker Management System - iBMS).

#### 13.1 Description of the Solution

The supplier Solution is a comprehensive platform designed to manage the entire bunker fuel lifecycle, from customer credit tracking and price data management to procurement, sales, inventory control, and claims management. It integrates core functionalities like cargo purchase and bunker sales, supporting operations with scheduling, blending, and transfers. Additionally, the system manages financial aspects such as AR/AP invoicing, trading P&L, and budget tracking, providing end-to-end visibility and control over bunker operations. An additional integrated module supports paper trading for swaps and futures, with detailed monthly trade positions and P&L reporting.

#### Key Features

- Master Data Management: Monitor and track customer credit effectively to ensure smooth operational workflows.
- Price Data and Methods:
  - Price Import: Import pricing data directly from Excel or enter manually as needed.
  - Pricing Methods: Utilise predefined or user-defined pricing methods to suit specific operational needs.
- Cargo Purchase:
  - Purchase Order, Nomination, and BL: Manage cargo purchases through order placement, nomination, and Bill of Lading processes.
  - Integration to Purchase Invoice: Directly integrate with purchase invoicing for streamlined financial processing.
- Bunker Sales (physical and back-to-back):
  - Sales Inquiry, Order, and BDN: Generate sales inquiries and orders, and issue Bunker Delivery Notes (BDNs) for physical and back-to-back bunker sales.
  - Integration to Sales Invoice: Connects with sales invoicing to track and finalize financial transactions seamlessly.
- Bunker Operations:
  - Scheduling: Plan and manage bunkering schedules efficiently.
  - Transfers, Blending, Borrow and Loan: Execute and track transfers, blending activities, and borrowing/loaning between vessels.
  - Engine Consumption and Adjustments: Monitor fuel consumption and make necessary adjustments to optimise usage.
- Bunker Inventory:
  - Stock Tracking: Manage opening and closing stocks by barge and grade, including valuation based on user-defined pricing.
- Claims Management:
  - Sales and Purchase Claims: Record and manage claims related to sales and purchase discrepancies to resolve issues proactively.
- Financial Management:
  - AR Invoice and Receipts: Manage accounts receivable, including invoicing and receipt tracking.
  - AP Invoice and Payment: Handle accounts payable, including invoice processing and payments.
  - Trading P&L: Access real-time trading profitability to support financial planning.
- Accounting system (optional add-on):
  - AR Invoice and Receipts: Manage accounts receivable, including invoicing and receipt tracking.

- AP Invoice and Payment: Handle accounts payable, including invoice processing and payments.
  - Bank Entries: Record and reconcile bank transactions, enabling accurate tracking of cash inflows and outflows.
  - General Ledger: Maintain a complete record of all financial transactions, providing the foundation for financial reporting and analysis.
  - Budget planning: Create and manage budget allocations, track actual expenses against forecasts, and adjust budgets to support financial planning.
  - Fixed Assets: Track and manage fixed assets, ensuring accurate asset valuation and reporting.
  - Balance Sheet: Generate balance sheets to provide an overview of assets, liabilities, and equity, supporting financial health assessments.
  - Tax Reporting: Compile tax-related data and generate reports to support compliance with regulatory tax filing requirements.
  - P&L: Access real-time trading profitability to support financial planning.
- Risk Management (optional add-on):
    - Swaps and Futures: Track and manage swaps, futures, and other paper trading activities.
    - Physical deals vs Paper Tracking: Compare physical trading with paper trading to evaluate positions.
    - Trade Position and P&L by Month: View trade positions and P&L by future months to support strategic decision-making.

### 13.2 Technical Requirements

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

#### 13.3 Data

Mandatory Data:

- Customer credit and financial information
- Fuel type specifications
- AR/AP customer and vendor lists
- Vessel and barge details
- User and role configurations

Optional Data:

- Pricing and integration configurations
- Custom-defined pricing methods and historical transactions

If additional data is required, the Supplier will notify the Customer.

#### 13.4 Third-party software or data

- Crystal reports are used for report generation
- Chilkat DLL service is used for SMS, email and SFTP.

#### 13.5 Integrations

- Login and Authentication: Standard username/password credentials can be used for secure access.
- Price Integration: Integrates with external market price data to support up-to-date pricing insights.
- SGTRADEX Integration: Integration with banks to forward sales confirmation, BDN info and invoice documents.
- e-Invoice: Invoice data integration with tax authorities and buyers.
- eBDN-BDN data integration with eBDN vendors.
- Finance System Integration: Invoice data integration with head office finance system.

#### 13.6 Hardware and software requirements

Minimum Recommended Server Hardware:

- Intel Pentium based server
- 8 GB Ram
- 500 GB Hard Disk Drive
- Backup device
- Ethernet / Gigabit network card

Recommended Server Access Settings:

- Open TCP / IP protocol on port 1433 (Add this port into Windows Firewall exception list)

Minimum Recommended Server Software:

- Microsoft Windows 2012 Operating System – Standard Edition and above
- Microsoft SQL Server 2008 R2 – Express Edition or Standard Edition with at least 10 client licence
- SQL Server Management Studio (This feature comes with MS SQL Server package)
- Microsoft .net framework 2.0 and above
- Remote Desktop Connection Licence

**Client hardware:**

- Pentium based desktop or laptop
- 4 GB Ram
- 100 GB Hard Disk Drive
- Ethernet / Gigabit / Wireless network card

**Client Software:**

- Microsoft Windows XP Professional and above Operating System
- Microsoft .net framework 2.0 and above

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**14 INTEGRATIONS**

This section apply to the Integrations which Customer can subscribe to as part of its subscription to one or more of the compatible Solutions. Customers must have a valid subscription to the compatible Solutions in order to use such Integration.

The specific Solutions which the Integrations are compatible with can vary from time to time as the Solutions are further developed. It is Customer's responsibility to ensure that the Integrations purchased by Customer are compatible with the Solution(s) purchased by Customer on the Commencement Date, and Customer is encouraged to request such information from ZeroNorth prior to entering into the Agreement. ZeroNorth shall not be obligated to further develop its Solutions to be compatible with specific Integrations that are not already compatible with.

Depending on the selected API Integration, additional charges may incur (as stated in the Order Form).

**14.1 Baltic Exchange integration - for Voyage Optimisation**

This section apply to the Baltic Exchange integration which Customer can subscribe to as part of its subscription to Voyage Optimisation.

Description of the add-on module

If Customer is a member of the Baltic Exchange and has either (i) a Level 2 Baltic Data License with XML Feed or (ii) a Level 2 Data license subscription for Baltic data with Baltic XML Feed, Customer can include the Baltic Feed service to certain Solutions on the terms described below.

Supplier can directly access such data ("Baltic Feed") from Baltic Exchange Information Services Limited ("Baltic"), which Customer would otherwise need to provide directly to Supplier as set out in Supplier's T&Cs.

Technical requirements

Customer (1) must prior to the Effective Date provide documentation including on usage requirements stating that Customer has either (i) a Level 2 Baltic Data License with XML Feed or (ii) a Level 2 Data license subscription for Baltic data with Baltic XML Feed, and (2) warrants that it complies with any license terms (including usage requirements) applicable to its relationship with Baltic.

Data

The following data shall be provided directly to the Supplier through the Baltic Feed:

- Index data
- Route data
- Forward Market Index Data
- Forward Market Route Data

Accordingly, such data shall not be provided directly by Customer to Supplier. However, Customer acknowledges and accepts that it shall provide the above-listed data to Supplier, if Supplier (for whatever reason) cannot access such data from the Baltic Feed. The Baltic Feed shall not constitute Customer Data.

Special conditions / third-party terms

If Customer at any time during the Term does not fulfill the requirements, 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 documented cost incurred by or awarded against Supplier and its Affiliates in connection with any non-compliance with such requirements.

Further, Customer acknowledges and accepts that:

- It may not authorise or allow any copying, distribution, extraction or re-utilisation of the Solutions (including the Baltic Feed) to any third party, except with Supplier's and Baltic's prior written consent.
- Supplier or Baltic shall have access to all locations and premises at which the Baltic Feed is received at any time during normal working hours, subject to reasonable security restrictions. Supplier or Baltic, or their respective representatives, shall have the right to audit the use of the Baltic Feed, however such access and audit shall not occur more than once every 12 months.

- At Supplier's or Baltic's request, Customer shall provide any information related to the use of the Solutions (including the Baltic Feed) to Supplier and/or Baltic. Baltic cannot be held liable for any losses incurred by Customer's through the use of the Solutions and if any loss is incurred due to Baltic's provision of the Baltic Feed, Supplier shall be principally liable.
- All intellectual property and related rights in the Baltic Feed is owned by Baltic and any unauthorised use would constitute an infringement which Baltic has the right to enforce to the extent permitted under applicable law.
- It may not make the Solutions (including the Baltic Feed) accessible to anyone, which is not granted access to the Solutions under this Agreement.
- Supplier forwards information about Customer (including about its licensing arrangements with Baltic) to Baltic to the extent that such information is needed in order for Supplier to receive the Baltic Feed.
- The following statement from Baltic shall apply to Customer:

"While reasonable care has been taken by the Baltic Exchange Information Services Limited ("BEISL") in providing this information, all such information is for general use, provided without warranty or representation, and is not designed to be used for or relied upon for any specific purpose. BEISL will not accept any liability for any loss incurred in any way whatsoever by any person who seeks to rely on the information contained herein.

All intellectual property and related rights in this information are owned by BEISL. Any form of copying, distribution, extraction or re-utilisation of this information by any means, whether electronic or otherwise, is expressly prohibited. Persons wishing to do so must first obtain a licence to do so from BEISL."

#### 14.2 **IMOS Integration to ZeroNorth Voyage Optimisation and/or Vessel Reporting**

This section applies to the IMOS Integration Module which Customer can subscribe to as part of its subscription to certain Solutions. The integration is optional, and is charged separately from the Voyage Optimisation and Vessel Reporting Solution. The below section describes the standard IMOS to ZeroNorth integration.

##### Description of the add-on module

The IMOS Integration Module 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.

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

##### Technical requirements

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

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

As regards the IMOS Integration Module, 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 Integration Module 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.

### 14.3 **Dataloy Integration to ZeroNorth Voyage Optimisation and/or Vessel Reporting**

This section apply to the Dataloy Integration which Customer can subscribe to as part of its subscription to certain Solutions. The integration is optional, and is charged separately from the Voyage Optimisation and Vessel Reporting Solution. The below section describes the standard Dataloy to ZeroNorth integration.

#### Description of the add-on module

The Dataloy Integration enables Customer to feed data that is maintained with the Dataloy voyage management system ("**Dataloy VMS**") provided by Dataloy Systems AS ("**Dataloy**") to certain of Supplier's Solutions for processing. Supplier will rely on the Dataloy REST API which allows for the retrieval of all data in the Dataloy VMS. This data includes port, vessel and voyage data.

#### Technical requirements

Customer is required to have an active subscription or other right to access the Dataloy VMS prior to its subscription to the Dataloy Integration.

#### Third party software or data

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

#### Special conditions

As regards the Dataloy Integration, Customer hereby grants Supplier and Dataloy all necessary rights, licenses and permissions to export the relevant data from the Dataloy VMS and import that data into the relevant Solution through an API including, if applicable, any third-party data.

Further, Customer represents and warrants that it has the necessary and adequate rights to all Customer Data (including third-party data) imported into Supplier's Solutions through the Dataloy Integration for Supplier to use in accordance with Supplier's T&Cs.

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

Customer accepts and acknowledges that Dataloy will be responsible for the performance and support of the Dataloy VMS.

Supplier is not liable for any failure to provide the Dataloy Integration which results from (i) Customer's or Dataloy's failure to comply with the data and technical requirements applicable to them, respectively, or (ii) Dataloy's failure to operate, maintain or support the Dataloy VMS or the Sandbox API (which enables Supplier to develop the Dataloy Integration).

Supplier expressly disclaims any liability for any defects, faults or malfunctions of the Dataloy Integration arising out of or related to the Dataloy VMS or the Sandbox API functionality or any data originating from such.

Lastly, Customer expressly acknowledges and agrees that the provision of the Dataloy Integration is contingent upon the existence of an agreement in effect between (i) Customer and Supplier, (ii) Customer and Dataloy, and (iii) Supplier and Dataloy. Therefore, and notwithstanding anything to the contrary, Supplier shall at any time be entitled to cease its provision of the Dataloy Integration in whole or in part (without liability) if any of such agreements are terminated, suspended or similar (however caused).

### 14.4 **Customer to ZeroNorth Noon Report Integration for Voyage Optimisation and Vessel Optimisation**

This section apply to the Customer to ZN Noon Report Integration which Customer can subscribe to as part of its subscription to certain Solutions. The integration is optional, and is charged separately from the Voyage Optimisation and Vessel Optimisation Solution. The below section describes the standard Noon Report Integration to ZeroNorth integration.

#### Description of the integration

Here ZN recommended fields for reports from customers in their format are transformed and integrated into ZN Noon Reports MDA(Managed Data Asset), which then is enabled for services like Voyage and Vessel Optimisation.

#### Technical requirements

- Format of the data (JSON, XML, CSV) needs to be discussed and mutually agreed between the ZN integration team and Customer.
- Mechanism of sending the data (API, SFTP, Email Attachment) needs to be discussed and mutually agreed between the ZN integration team and Customer.

#### Third party software or data

Integration with Customer systems or 3rd Party Vendor of the customer needs to be reviewed by the ZN for secure connection.

Special conditions

As regards the Customer to ZeroNorth Noon Report Integration, Customer hereby grants Supplier and all necessary rights, licenses and permissions to export the relevant data from the customer's noon report solution and import that data into the Relevant Solution through an API including, if applicable, any third-party data. For clarity, the right to use the integration under this Agreement will not allow Customer to export data subject to Intellectual Property Rights from the Customer noon report platform to the 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 Noon Report 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 Noon Report 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.

**14.5 IMOS Read Integration and IMOS Back Integration for Bunker Procurement**

This Section 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 Procurement solution (the "IMOS Relevant Solution"). Customer must both have a valid subscription to the Bunker Procurement to use the API Integration. The integration is optional, and is charged separately from the Bunker Procurement Solution.

Description of the 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.

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.

**14.6 Dataloy Read Integration and Dataloy Back Integration for Bunker Procurement**

This Section 15.6 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 Procurement (the "Dataloy Relevant Solution"). Customer must have a valid subscription to Bunker Procurement to use the API Integration. The integration is optional, and is charged separately from the Bunker Procurement Solution.

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 the customer to integrate data that is maintained within the Bunker Procurement 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.

### **14.7      Softmar Read Integration and Softmar Back Integration for Bunker Procurement**

This Section 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 Procurement (the " Softmar Relevant Solution"). The integration is optional, and is charged separately from the Bunker Procurement Solution.

#### 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.