

MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") and any associated Service Order and/or Statement of Work (together, the "Agreement") govern the provision of the Services by an Ocean Technologies Group company ("OTG") and the use of the Services by the Customer.

The terms of the Agreement shall apply to the exclusion of any Customer terms and conditions.

OTG may update or change this MSA, including (but not limited to) the fees and charges associated with the use of our Services. We will notify you in writing of any such changes and any such amendments to this MSA will become effective and binding on the fifth business day after which they are posted. We encourage you to review this MSA periodically.

Last updated: April-2024

1. DEFINITIONS

The following definitions and rules of interpretation apply in the Agreement.

1.1 Definitions:

"Acceptance Date": means the date when implementation is accepted, and system goes live.

"Affiliate": means the relationship of either Party, where an entity:

- (1) is directly or indirectly controlled by such Party; or
- (2) is directly or indirectly controls such Party; or
- (3) is directly or indirectly controlled by a company or corporation that also directly or indirectly controls such Party.

"Annual Price": means the total price payable to OTG on an annual basis (including any Subscription Fees), net of any tax, as set out in the Service Order or as later agreed in writing between the Parties.

"Authorised User": means those end-users and any other individuals who are authorised by the Customer to use the Services in accordance with the terms of the Agreement.

"Confidential Information": means any proprietary and confidential information, technical data, trade secrets or know-how, including but not limited to research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a Party (in each case the "Disclosing Party") to the other Party (in each case the "Receiving Party") either directly or indirectly, whether in writing, orally, by drawings or inspection of parts or equipment or through other forms and whether marked confidential or not.

"Content": means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information, and material, including the metadata relating to any such content, delivered by OTG to the Customer.

"control": means having the right to exercise or cause the exercise of the vote of more than 50% of all the voting rights of a company or corporation.

"Customer": means the customer and any associated subsidiaries, Affiliates, employees, or other related entities, as listed in the Service Order and/or Statement of Work.

"Customer Data": means any data and records input by the Customer or any Authorised Users which is owned by the Customer.

"Data Protection Laws": means all applicable privacy and data protection laws including the General Data Protection Regulation (Regulation (EU) 2016/679) and the version of the GDPR applicable in the UK as defined in s3(10) of the Data Protection Act 2018 (GDPR) as applicable, and includes any applicable national implementing laws, regulations and secondary legislation relating to the processing of personal data and the privacy of electronic communications (as amended, replaced, or updated from time to time).

"Deliverables": means the tangible and quantifiable goods or services that will be provided to the Customer upon the completion of the whole or part of the Services as specified in the applicable SOW.

"Documentation": means all documents, in any form, made available to the Customer by OTG.

"Fault": means any failure of the Software to operate in all material respects in accordance with the Documentation, SOW and/or Service Order.

"Fixed Term": means the initial fixed term of this Agreement, as set out in the Service Order and/or Statement of Work. Where the Services are to include subscription-based services, the period stated as being the "Fixed Term" in the Service Order and/or Statement of Work shall be deemed to commence on the Subscription Start Date.

"Hardware": means any hardware provided or made available by OTG to the Customer as part of the Services.

"Help Desk Support": means any support provided by help desk technicians to identify and resolve technical issues relating to the Software.

"IP Rights": means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property or proprietary rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Licence": means the licence(s) granted by OTG to the Customer under this Agreement.

"Mandatory Policies": means OTG's mandatory policies (as updated from time to time) as notified to the Customer from time to time.

"OTG": means the OTG entity identified as the supplier in the relevant Service Order or Statement of Work, which is part or the Ocean Technologies Group of companies.

"Party" or "Parties": means either OTG or the Customer, or both OTG and the Customer as applicable.

"Renewal Term": means the term after completion of the Fixed Term, as set out in the Service Order and/or Statement of Work.

"Service Order": means the document that describes the scope of Services to be provided or made available to the Customer by OTG in accordance with the terms of the Agreement, including any Special Instructions.

"Service Providers": means any third-party provider of networks, Content, Documentation, or services.

"Services": means any and all services and deliverables provided or made available by OTG to the Customer under the Agreement including, but not limited to, any technology platform, Hardware, devices or Software and any Content and/or Documentation, irrespective of the media through which they are delivered (whether online, or in the form of videos, DVDs, CD Rom or otherwise), as further detailed in the Service Order and/or Statement of Work.

"Service Levels": means the service level responses and response times referred to Schedule 1.

"Site(s)": means the specific site, location, vessel, or any other place through which the Customer and any Authorised Users are granted access to use the Services, as set out in the Service Order.

"Software": means OTG's propriety software application(s) made available to the Customer in accordance with the Agreement. For the avoidance of doubt, this shall also include the source code, object code and related documentation. The Software is primarily delivered by internet download or by way of other agreed upon means.

"Special Instructions" means the specific terms and conditions agreed between the parties and inserted into the relevant section of the Service Order, such terms and conditions vary the terms and conditions of the MSA for the Fixed Term only.

"Statement of Work" or "SOW": means the detailed statement of work setting out the specification for the Services to be provided in relation to a particular project, engagement or assignment, as executed by both Parties.

"Subscription Fees": means the total price payable to OTG in respect of Services provided by OTG that are based on subscriptions, as set out in the Service Order, or as varied in accordance with the terms of the Agreement.

"Subscription Start Date": means the date of the Service Order or the date of the Customer's signature on the Service Order, whichever is earlier.

"Support Period": means the term of the Service Order/Statement of Work.

"Support and Maintenance Services": means the services specified in Schedule 1 to be provided during the Support Period.

"Support Request": means a request made by the Customer in accordance with Schedule 1 for support in relation to the Software, including correction of a Fault.

"Term": means the Fixed Term or the Renewal Term (as the case may be)

"Termination Date": means the date of expiry of the Fixed Term or Renewal Term (as applicable), or the date that the Agreement and/or this MSA terminates or expires (howsoever arising).

"Unacceptable Use": has the meaning given in Clause 4.6.

"User Acceptance Testing" or "UAT": means testing to confirm the Deliverables conform to the product specifications.

"User Data": means any data and records generated through the use by the Customer or any Authorised Users of the Services (excluding Customer Data).

"User Subscriptions": means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services provided by OTG, as are detailed further in the Statement of Work and/or the Service Order.

- 1.2 Any reference to a “day” or “days” refers to calendar days unless otherwise specified.
- 1.3 Any reference to “business days” refers to any day which is not a weekend or public or bank holiday in any part of the United Kingdom.
- 1.4 Unless the context otherwise requires, each reference in this MSA to “writing,” and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means.
- 1.5 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.6 A “Schedule” is a schedule to this MSA, and a “Clause” is a reference to a Clause of this MSA.
- 1.7 The Schedules form part of this MSA and shall have effect as if set out in full in the body of this MSA. Any reference to this MSA includes the Schedules.
- 1.8 “We”, “us” or “our” is a reference to OTG and “you” or “your” is a reference to the Customer.
- 1.9 The headings used in this MSA are for convenience only and shall have no effect upon the interpretation of this MSA.
- 1.10 Words imparting the singular number shall include the plural and in the plural shall include the singular.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. INTELLECTUAL PROPERTY RIGHTS.

2.1. OTG is the owner or licensee of all IP Rights in and to:

- 2.1.1 the Services, the Content, and the Documentation;
- 2.1.2 any and all business names and/or domain names associated therewith (whether registered or not); and
- 2.1.3 all indicia database rights in relation to or in connection with messages, files, data, software.

2.2. Provided the Customer is complying with its obligations hereunder, OTG shall provide the Customer with Software and/or Services as stated and listed on the Service Order and/or Statement of Work.

2.3. All rights in the Software and/or Services remain the property of OTG, and its third-party licensors (as applicable) and the Customer acquires no title or interest in the Software other than the right to use it as detailed in this MSA. Although the Customer has rights to use the Software and/or Services as described, OTG has not passed ownership of any IP Rights in the Software and/or Services to the customer. OTG and its third-party licensors (as applicable) continue to own all IP Rights in the Software and/or Services. OTG and its third-party licensors (as applicable) also retain all rights and title and interest to all materials furnished by OTG, and all IP Rights including trademarks, and trade names worldwide.

2.4. Any Services provided, distributed and/or made available by OTG shall remain the sole and exclusive property of OTG or its third-party licensors.

2.5. The Customer shall not use, duplicate or share with any third party the Services (including, without limitation, the Content, or the Documentation) except as expressly permitted by the Agreement. The Customer shall ensure that it has the legal authority (whether based on contract or other legal authority) for the transmission and duplication of any programming, content, or materials that is transmitted over the Services, either by the Customer or by OTG on the Customer's behalf.

2.6. Subject to the Customer's compliance with the terms of this MSA (including the prompt payment of all invoices), at any time during the Term:

2.6.1 the Customer may request an export of any Customer Data;

2.6.2 any Authorised User may request an export of any User Data,

and OTG shall provide such data in any format OTG may reasonably determine.

3. SERVICES SCOPE & LICENCE.

3.1. Unless otherwise detailed in any applicable Service Order and/or Statement of Work, the Services provided by OTG are based on User Subscriptions, including Hardware, Software, data, and service solutions, as detailed further in the Service Order and/or Statement of Work.

3.2. OTG shall provide the Services to the Customer for the duration of the Term in accordance with the terms of the Agreement.

3.3. Each executed Service Order and/or Statement of Work shall incorporate this MSA by reference. In the event of any inconsistency between the documents which make up the Agreement, the following order of precedence shall apply:

3.3.1. the Special Instructions;

3.3.2. the terms and conditions set out in this MSA (including any Schedules);

3.3.3. any other terms set out in the associated Service Order and/or Statement of Work; and

3.3.4. any exhibits or any other documents referenced in this MSA.

3.4. OTG grants to the Customer a revocable, non-transferable, non-sublicensable, non-exclusive, limited licence for the Term to use the Services in the manner intended by OTG and in accordance with the terms of the Agreement ("Licence"). The Licence shall terminate automatically upon termination or expiry of the Agreement, or the withdrawal of the Licence by OTG, whichever is earlier. Upon termination or expiry of the Licence, the Customer shall, at its own expense, promptly cease all use of Services in accordance with Clause 11. On termination or expiry of the Agreement, all access to the Services will be removed, including any other online and offline Sites.

3.5. Any deliverables and/or goods provided by OTG pursuant to delivering the Services shall, at all times, remain the sole property of OTG and form part of the Services provided, including online and onsite installations, Software and Hardware. The Customer remains responsible for the safe keeping and maintenance of all deliverables and goods provided under the Agreement. Any deliverables and goods supplied are not to be tampered with or used or operated in any way other than as specified by OTG in the Agreement.

3.6. The number of User Subscriptions which permit a maximum number of Authorised Users to access and use the Services shall be as set out in the Service Order. The Annual Price shall be calculated with reference to the number of User Subscriptions allocated at the date any Service Order is entered into. If the Customer requires additional User Subscriptions, it may increase its maximum number of Authorised Users. The Customer hereby acknowledges and agrees that if it increases its maximum number of Authorised Users then the Annual Price and any other applicable payments shall be

increased in line with the additional User Subscriptions required by the Customer, and this will be charged to the Customer's account.

3.7. The Customer must ensure that no User Subscriptions are used by more than one individual Authorised User and shall ensure that no unauthorised person shall have access to or use of the Services. The Customer may not re-assign any User Subscription from one Authorised User to another. The Customer must ensure that it has purchased and maintains throughout the Term, sufficient User Subscriptions for all its Authorised Users and shall be responsible for providing correct and accurate information to OTG in relation to its use and requirements of the Services.

3.8. The Customer acknowledges and agrees that all access codes and passwords to enable Authorised Users to access the Services are personal to the individual Authorised User to whom they have been originally issued. The Customer shall ensure that each Authorised User maintains the confidentiality and security of each access code and password issued to them.

3.9. If OTG has assigned the Customer with administrative rights to enable it to generate access codes and passwords for the Authorised Users, the Customer shall be responsible for ensuring such access codes and passwords are not shared with anyone other than the individual Authorised User to whom they are issued. The Customer accepts that if it assigns administrative rights to its employees or agents and those employees or agents create User Subscriptions beyond the maximum number of Authorised Users then the Customer will be charged for the additional User Subscriptions.

3.10. The Customer shall have no right to and shall not create or attempt to create (or permit any third party to do the same), by reverse engineering, reverse assembly, reverse compiling or otherwise all or any part of the source programs from any part of the Software or the Services.

3.11. The Customer must not introduce, and must not allow the introduction of, any virus, vulnerability, trojan horse, worm or other software or hardware to the Service and/or the Software.

3.12 OTG may suspend the Services for purposes of, maintenance, modifications, improvements, updates, or amendments or to install security devices, where necessary. Where possible, OTG shall notify the Customer prior to suspending the Services. Such notice may be provided in writing, by Service notification or on OTG's website.

4. SERVICE USAGE.

4.1. The Customer shall:

- 4.1.1. cooperate with OTG in all reasonable requests relating to the Services;
- 4.1.2. provide OTG, in a timely manner, all documents, information, items and materials in any form (whether owned by the Customer or third party) required by OTG in connection with the providing the Services;
- 4.1.3. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required, including in relation to the installation of any necessary equipment by OTG;
- 4.1.4. keep secure and confidential any identification, password and other security credentials used to access the Services, including those of all Authorised Users accessing the Services, and not share, disclose, provide access to, sell or sublicense any such identification, password, and other security credentials with or to any third party and/or unauthorised users.
- 4.1.5. notify OTG immediately of any known or suspected unauthorised use of or access to the Services or breach of security, including loss, theft or unauthorised disclosure of its password or other security credentials;
- 4.1.6. use the Services only in accordance with the Agreement and all applicable laws and regulations;

- 4.1.7. not permit any illegal use or such use that may, in the sole opinion of OTG, bring into disrepute or diminish the value of the Services or the reputation of OTG;
- 4.1.8. where Hardware is provided as part of the Services, maintain, operate, and safely and securely store the Hardware. Any modification or configuration (including with any third-party software or hardware) of the Hardware is not permitted;
- 4.1.9. appoint a person, designee, or an account manager who shall have the authority to act on behalf of the Customer in relation to the Agreement, including to exercise administrative rights in relation to the Authorised Users, request additional Services or amendments to the Services on behalf of the Customer;
- 4.1.10. obtain and maintain all necessary licences required to access OTG Software or Hardware from the customers own equipment; and
- 4.1.11. not tamper with any Service or any server, computer or database connected to it or probe, scan or test the vulnerability of the Services.

4.2 The Services provided by OTG to the Customer are for use by Authorised Users only, and the Customer shall ensure that all Authorised Users comply with the terms of the Agreement, including not using the Services in any manner which may constitute Unacceptable Use. The Customer shall remain liable and responsible for all acts and omissions of any Authorised User with respect to the Services, including for any breach of the Agreement.

4.3. The Services may only be used at the Sites specifically identified in the Service Order. The Customer may request to add additional Sites to the Service Order, which will, subject to availability, be provided at an additional cost to the Customer. Any Sites where the Services are used, including additional Sites, must be under the ownership and/or direct management control of the Customer.

4.4. The Services are provided via transmission channels, which are provided by Service Providers external to OTG. OTG accepts no responsibility or liability whatsoever for unavailability, internet connectivity, infrastructure issues/failures, delivery failures, delays or other interruptions or delays to the Services which is or could be attributed to services, facilities and/or equipment that is not owned, leased, purchased, provided or otherwise operated by OTG. The Customer acknowledges that the Services, Software and/or Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.5. OTG makes no warranty, assurance, or representation as to the compatibility of Customer equipment, including hardware and software, with the Services or for the correctness, accuracy or reliability of any results produced by the Services. Further, OTG does not warrant that any information contained in the Services is up to date or may be relied upon. The Customer accepts all risk and liability for their reliance on, review, use and audit of the Services, Content, information, data, results, and assessments provided through the Services. Where the Customer or its Authorised Users upload material to OTG's systems or Software as part of the Services, OTG does not review this material and accepts no liability for the Customer's use of any such material.

4.6. During the Term, the Customer hereby undertakes and warrants that it shall not:

- 4.6.1. use the Services outside of the scope and Licence set out in this MSA;
- 4.6.2. post, link to, or transmit in connection with the Services any material which is unlawful or deemed, in the sole opinion of OTG, to be inappropriate, defamatory, obscene, abusive, an invasion of privacy or otherwise offensive, or any material which infringes or may infringe the IP Rights or proprietary rights of a third party;
- 4.6.3. copy, publicly disclose or publish any of the Services provided by OTG;
- 4.6.4. grant any unauthorised third-party access to the Services and/or Software or enable the integration of any third-party services, applications, or systems with the Services and/or Software, without the prior written approval of OTG; or

4.6.5. directly or indirectly, develop, design, produce, market, or sell any services competitive with the Service and/or Software during the Term and for a period of 12 months following the termination or expiry of the Agreement,

(each an “Unacceptable Use”).

4.7. To improve the operation of the Services and the Customer’s overall experience, OTG may gather, store, aggregate, pseudonymise, anonymise, analyse or otherwise use data (including anonymised personal data, Customer Data and/or User Data) derived from the Customers and/or any Authorised User’s use of any Services for statistical and analytical purposes, monitoring trends, detecting unauthorised use or Unacceptable Use, creating and distributing reports regarding use of such Services, for product development purposes and any other such purposes as may be communicated to the Customer and/or the Authorised User (as applicable) from time to time.

4.8. The Customer shall not perform penetration testing of any type including PCI-DSS testing without the prior written authority of OTG and where such consent is given the Customer shall be liable for any and all damage to the Software, the Services or data arising from such testing.

4.9 Where OTG conducts any penetration testing which is relevant to the Services or Software used by the Customer, OTG shall provide copies of all reports which are the output of such testing (such reports to be subject to redaction to protect OTG’s confidential commercial information).

5. ADDITIONAL SERVICES.

5.1. OTG reserves the right to add, amend or issue product specific terms and conditions covering product specific requirements and services. For the avoidance of doubt this will not affect the terms and conditions as set out in this MSA that apply to the existing Content.

5.2. OTG reserves the right to modify, add or remove Content at any time during the Term of the Agreement. In the event that such modification or removal results in a material decrease in the functionality of the Services, the Parties shall work in good faith to agree any changes to the Agreement, the scope of Services and/or the Annual Price as may be reasonable to reflect the removal or modification of such Content.

5.3. If the Services include any third-party components, the Customer accepts that these are provided subject to such party’s license terms and conditions.

6. DELIVERY, SHIPPING AND RETURNS OF HARDWARE.

6.1. Any Hardware provided as part of a Service shall, unless stated otherwise in the Service Order, remain the property of OTG.

6.2. For all physical deliveries of Hardware, division of risk and costs are pursuant to the FCA Incoterm (2020). All costs resulting from or related to the delivery of the Hardware (during and after delivery) are payable by the Customer. If OTG manages the dispatch or any part thereof, the costs of and in connection with such dispatch incurred by OTG shall be chargeable to the Customer’s account.

6.3. Unless stated otherwise in the Service Order, all Hardware shall be returned to OTG within thirty (30) days of expiry, termination, or part termination or single Site termination of the Agreement by the Customer, at the Customer’s cost.

6.4. If the Customer fails to return any Hardware provided as part of the Services in accordance with Clause 6.3, the Hardware shall be considered non-returned Hardware, and OTG shall invoice the Customer for the full replacement cost the Hardware.

7. CHANGE CONTROL.

7.1. Either Party may submit a written request to change the scope or nature of any Service Order, Statement of Work, or any term of the Agreement.

7.2. No change will come into effect until a formal document capturing the nature and scope of the change in full detail (including any anticipated impact on fees, timelines, or any other aspect of the provision of the Services) has been signed by both Parties.

8. REPLACEMENT OF HARDWARE.

8.1. At OTG's sole discretion, OTG will replace or repair any Hardware:

- 8.1.1. that is past the default life cycle;
- 8.1.2. that is affected by natural wear and tear; or
- 8.1.3. where deemed necessary by OTG.

8.2. Replacement or repair of Hardware that has been found to have been tampered with or is defective due to improper use by the Customer will incur a charge up to the original value of the relevant Hardware. Defective Hardware must be returned to OTG at the service centre specified by OTG. Defective Hardware not returned, shall be considered as non-returned and shall be charged to the Customer in accordance with Clause 6.4.

8.3. With respect to this Clause 8, any charges related to delivery to and from OTG locations will be borne by the Customer.

8.4. OTG does not provide data recovery services on defective Hardware (irrespective of Fault).

9. SUPPORT AND MAINTENANCE SERVICES.

9.1. Subject to the level of subscription package purchased as detailed in the Service Order, OTG shall use reasonable endeavours to provide Support and Maintenance Services to the Customer during the Support Period.

9.2 OTG reserves the right to invoice the Customer for any additional support services that are not covered or included in the subscribed service level. The support team will inform the Customer in writing of services that are considered as additional cost for the Customer for prior approval.

9.3. Support is provided by telephone, email, or any other distribution medium at OTG's discretion. Support comprises general advice on the routine use and operation of the Services; on the use of the Services when operating a business or compliance management system; and ways of maximising your benefit from the Services and on the implementation of the Service, if applicable; and providing Software error and incident resolution services. Support shall also comprise advice on technical issues encountered during the installation, implementation, configuration, deployment, and administration of the Software. No on-site maintenance or consultancy support is provided unless separately agreed with OTG on terms and conditions specified by OTG. When a copy database or secondary versions of Services has been provided to the Customer this Software setup and/or Services are unsupported.

9.4. Support does not include support in relation to any defects, errors or Faults resulting from unauthorised modifications made by you or any malfunctions due to incorrect use of the Services or Software or as a result of any reason external to the Services or Software and we do not guarantee that technical support related thereto will be sufficient to remedy any defects in the Services or Software.

9.5. Where Customer makes use of our application programming interface ("API"), OTG will support the installation and configuration of the APIs and provide general advice on the capabilities of the APIs. OTG does not support the development process or provide support for and problems arising from the Customer or third-party developments/integrations unless otherwise stated in a separate agreement. OTG is not responsible or liable for any failure or delay in reworking the functionality of program, applications or interfaces created or developed by the Customer based on previous versions of our APIs and applications.

9.6 OTG will only support the current version and the two previous versions of the Software.

10. TERM.

10.1. The Agreement shall commence on the Subscription Start Date and shall continue for the Fixed Term and shall then automatically renew for the Renewal Term at the end of the Fixed Term and every subsequent Renewal Term, unless terminated earlier in accordance with Clause 11.

11. TERMINATION.

11.1. Customer may terminate this Agreement at the end of the Fixed Term or any Renewal Term, by giving no less than 90 days' written notice prior to the expiry of the relevant Fixed Term or Renewal Term.

11.2. Either Party may terminate this Agreement immediately by giving written notice if the other Party is in material breach of the Agreement and, if such breach is remediable, the breaching Party fails to remedy said breach within 30 days' written notice of the breach from the non-breaching Party.

11.3. Access to the Services will be deactivated on the Termination Date. Sites that carry hardware services will receive a deactivation file. Upon successful application of deactivation file, deactivated Services have a non-chargeable thirty (30) day return period starting on the Termination Date. Deactivated Services that have not been returned by the end of this thirty (30) day return period shall be considered non-returned and will be charged to the Customer.

11.4. Upon termination or expiry of the Agreement (howsoever arising), all outstanding charges, and surcharges in conjunction with the Services provided become payable by the Customer with immediate effect.

11.5. All provisions in this MSA regarding payment (including the return of any Hardware), indemnification, warranty, liability, and limits thereon, confidentiality and/or protections of proprietary rights shall survive the termination of the Agreement.

11.6. To the extent that the Services provided by OTG are based on a per Site basis (as indicated in the Service Order and/or Statement of Work), the Customer may only terminate the Service Order in respect of a specific Site in accordance with Clause 11.6.1. For the avoidance of doubt, no refund will be due for any prepaid fees.

11.6.1. Single Site Termination due to loss of control: In the event that a specific Site ceases to fall under the management of the Customer (other than as a result of the Customer's insolvency), subject to the Customer providing evidence of the Customer's loss of management or control of the relevant Site to the satisfaction of OTG, the Customer may elect, on 90 days' prior written notice to OTG, to terminate the Service Order in respect of such Site and receive a pro-rata refund for the proportion of the applicable Term still remaining less reasonable administration costs.

11.7. OTG reserves the right at any time to suspend or terminate the provision of Services and the Agreement with immediate effect in the event of non-payment, Unacceptable Use, non-compliance with any of the provisions of Clause 20 (Trade and Compliance), or, in OTG's opinion, any use of the Services by the Customer that violates the terms of this MSA.

11.8. OTG reserves the right to terminate the Agreement at any time if the Customer:

11.8.1. takes or has taken against it (other than in relation to a solvent restricting) any step or action towards either entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court) being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to any of the above; or

11.8.2. suspends or ceases, or threatens to suspend or cease, carrying on business (in whole or in part).

11.9. If the Services are suspended or the Agreement is terminated, the Customer's access to online, offline, and on-site Services will cease with immediate effect. Any Licence will immediately terminate, and the Customer must cease all use of any Content, Documentation, or IP Rights of OTG.

11.10. During the Term of the Agreement or upon its termination, OTG may request the return, destruction, or combination thereof, of all Confidential Information whether disclosed to the Customer by OTG or on its behalf, or otherwise that is in the Customer's possession or control, and any copies, reproductions, summaries, analyses or extracts thereof. The Customer must comply with such request, and if applicable, furnish proof of destruction, within fourteen (14) days of receipt of the request. For the avoidance of doubt, where the Customer is required by law, a court of competent jurisdiction or any governmental or regulatory authority to retain any Confidential Information after the termination or expiry of the Agreement (howsoever arising) the Customer shall (i) inform OTG of such retention, (ii) shall return or destroy such Confidential Information as soon as reasonably practicable, and (iii) shall furnish proof of return or destruction of such Confidential Information within fourteen (14) days of such return or destruction.

11.11. Termination of the Agreement under this Clause 11 shall be without prejudice to all the rights and obligations of the Parties that have accrued prior to the date of termination, and any of the rights or remedies that Parties may have at law or in equity.

11.12 Any provision of this MSA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement (howsoever arising) shall remain in full force and effect.

12. BILLING.

12.1. Where the Services are non-subscription services, include professional services and/or are subject to User Acceptance Testing then the Customer shall pay OTG in accordance with the following payment schedule unless otherwise agreed in the Service Order and/or SOW:

12.1.1. 33% of the total invoiceable amount / contract value on contract award.

12.1.2. 33% of the total invoiceable amount / contract value on completion of UAT testing

12.1.3. 34% of the total invoiceable amount / contract value on go live or within 30 days following contract award, whichever is sooner.

12.2 Where the Service Order includes only software licensing or annual subscription and is not subject to User Acceptance Testing, 100% of the Annual Price shall be payable on the Subscription Start Date.

12.3. Subject to Clauses 12.1, 12.2 and 12.6, the Customer shall pay OTG in accordance with the payment schedule detailed in the Service Order and/or SOW or as agreed between the Parties within thirty (30) days of Customer receiving a properly issued invoice from OTG. Standard payment currency is US dollars. All prices are exclusive of taxes, fees (including any export and import fees), VAT, customs duties, withholding tax and shipping costs.

12.4. All applicable taxes to be collected or paid by either party shall be detailed separately on the relevant invoice or receipt issued to the other party. In the event that the Customer pays any taxes and such taxes are determined to be inapplicable or subject to a reduction, exemption, or increase, OTG will, unless advised otherwise by Customer, remit as required by applicable law any repayment to Customer or cooperate with Customer to claim such repayment or reduction.

12.5. If an invoice or any part of an invoice is disputed, the Customer must pay the undisputed part of such invoice in full on or prior to the date that the payment falls due under the Agreement. The Customer must notify OTG in writing of the any disputed invoices, together with the reason for the dispute, within thirty (30) days of the invoice date.

12.6. The Subscription Fees as set out in the Service Order are based on the Customer maintaining minimum levels of users or vessels. The Annual Price shall be payable on the Subscription Start Date and at the start of every twelve (12) month period thereafter (each twelve (12) month period during the Term being a "Contract Year"). If there is any change to the Services within a Contract Year, the relevant fees may be billed pro-rata for the remainder of such Contract Year and then subsequently billed annually to coincide with all other fees at the start of the following Contract Year.

12.7. Late payment of an invoice due under this Agreement will result in a charge of 2% interest above the base rate of the Bank of England per month and shall accrue daily from the due date until actual payment of the overdue amount by the Customer. Where the base rate of the Bank of England is 0% or less then the rate of interest charged on late payments shall be 2%. The Customer shall pay the interest together with the overdue amount. OTG reserves the right to suspend access to Services to the Customer if any invoices are overdue.

12.8 If you fail to pay any sums due under the Agreement by the due date, OTG shall be entitled to immediately invoice you for any and all other fees and charges payable by you up to the end of the Term and such invoices will immediately fall due.

12.9. The Customer shall reimburse OTG for any expenses pre-approved by the Customer and incurred by OTG and/or a Service Provider in connection with performing the Services or as stated in the Service Order or SOW.

12.10. OTG may increase the Subscription Fees, at the end of the Fixed Term and every Renewal Term, by maximum of two (2) percent plus CPI during the preceding twelve (12) month period, provided such value shall be no less than zero (0) percent. For the purposes of this Clause, "CPI" shall mean the Consumer Prices Index as published by the UK Office for National Statistics from time to time.

12.11. Any credit on fees which is owed to the Customer under the terms of the Agreement shall be paid to the Customer by OTG by way of an issued credit note, which shall be redeemable against any outstanding invoices owed by the Customer to OTG. The Customer shall apply any credit notes issues to it against the next available invoice issued by OTG.

12.12. OTG will maintain records, in accordance with accepted accounting principles, suitably detailed to substantiate OTG's charges under each invoice in respect of the Services performed under each applicable SOW and/or Service Order as well as any pre-approved expenses for which OTG seeks reimbursement by Customer.

12.13. OTG shall maintain the records required under Clause 12.12 above for three (3) years from the end of the contract year in which such charges were incurred. Customer will have access to such records for purposes of review, without cost, upon giving at least thirty (30) days prior notice to OTG. Such audits shall be limited to once per contract year. If as a result of any such review, any invoice issued by OTG is found to be in error, such error shall be remedied promptly by:

- 12.12.1 the Customer making good the shortfall within 30 days of receipt of an invoice from OTG where the error identified shows an underpayment by the Customer: or
- 12.12.2 OTG promptly issuing a credit note to the Customer in accordance with Clause 12.11 where the error identified shows a Customer overpayment.

13. PERSONNEL AND MATERIALS.

13.1. OTG personnel performing services for Customer may be required, upon reasonable notice by Customer and at the Customer's cost (as identified in the SOW, Service Order or as otherwise approved by the Customer in advance), to travel to Customer's place of business as may be reasonably necessary, it being understood that OTG, as an independent contractor, shall have full and sole responsibility for the supervision, direction and control of its personnel on the method and manner of performing the Services.

13.2. All materials, including without limitation, equipment and development tools required for performing the Services shall be supplied as agreed in the Service Order and/or SOW.

13.3. Where a Service Order and/or SOW requires implementation or acceptance testing of any Service delivered prior to commencement of the Services, then:

13.3.1. OTG will notify the Customer in writing that the Services are ready for use in a production environment and the Customer shall have thirty (30) days from receipt of the notice to test the Services to determine whether they comply in all material respects with the requirements of the SOW.

13.3.2. Upon completion of Customer's testing, Customer shall notify OTG of its acceptance ("Accept" or "Acceptance") or, if it has identified any noncompliance with the Service Order and/or SOW, its rejection ("Reject" or "Rejection") of the Services. If Customer Rejects the Services, Customer shall provide OTG with a written list of items that are defective or noncompliant. On receipt of Customer's notice, OTG will determine in its reasonable sole discretion whether the Customer's Rejection is valid. If the Rejection is determined to be valid then OTG shall promptly commence, at no additional cost or charge to Customer, all reasonable efforts to complete such necessary corrections, repairs, and modifications to the Services to bring them into full compliance with the Service Order and/or SOW.

13.3.3. If OTG determines that the Services, as revised, do not comply in all material respects with the Service Order and/or SOW, the foregoing procedure shall be repeated until the Services materially comply with the Service Order and/or SOW, or OTG may elect to terminate the Service Order and/or SOW upon providing written notice to Customer, in which event OTG shall have no liability, obligation, or penalty to Customer by reason of such termination or for any reason under or in connection with such terminated Service Order and/or SOW.

13.3.4 If, exercising its rights under Clause 13.3.3, OTG elects to terminate the Service Order and/or SOW, OTG shall refund to Customer any prepaid fees for Services that have not been provided under the Service Order and/or SOW (for the avoidance of doubt excluding any milestone payments).

14. WARRANTIES.

14.1. The Services are provided on an "as is" basis. OTG makes no representations or warranties of any kind, express, implied, or statutory, including, without limitation, any warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in relation to Services or the information and materials provided by OTG or OTG's associated suppliers. The Customer acknowledges that the training aspects of the Services may contain errors and are not intended to replace the Customer's own risk assessments and processes.

14.2. Subject to the above Clause, OTG represents to the Customer that any Hardware that has been provided by OTG will perform substantially in accordance with the advertised specifications. OTG makes no representations in relation to, and accepts no liability for losses caused by, any Hardware manufactured by, or provided to OTG, by a third party, and such Hardware shall only have the benefit of any manufacturers' or licensors' warranties (if any) which OTG is able to pass through for the Customer's benefit.

14.3. The warranties and conditions set out above are in lieu of all other warranties conditions and other terms, expressed or implied, all of which are excluded to the maximum extent permitted by law including, without limitation, those of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

15. LIMITATIONS OF LIABILITY.

15.1. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for: death or personal injury caused by gross negligence; and fraud or fraudulent misrepresentation.

15.2. OTG shall not, under any circumstances, be liable for any:

- 15.2.1. indirect, special, collateral, incidental or consequential losses.
- 15.2.2. loss of revenue, profit, or anticipated profit.
- 15.2.3. loss of business, goodwill, or reputation.
- 15.2.4. business interruption.
- 15.2.5. loss, corruption, or alteration of, or unauthorized access to, information, software, hardware, or data which are solely attributable to OTG's actions; or
- 15.2.6. any other similar loss in each case whether direct or indirect and howsoever arising, suffered, or claimed by the Customer.

15.3. The aggregate liability of OTG in respect of any and all liability to the Customer, including but not limited to, liability arising from any indemnities given by OTG under this Agreement, contract, tort (including negligence), misrepresentation, statutory, restitution or otherwise howsoever arising under or in connection with the Agreement and/ or the Services shall not exceed the Annual Price.

15.4. The limitation of liability set forth in this Clause shall not apply to:

- 15.4.1. any fees due under the Agreement; or
- 15.4.2. the Customer's defence or indemnity obligations.

16. INDEMNITY.

16.1. Each Party shall indemnify the other and hold the non-offending Party harmless against any direct liabilities, costs, expenses, damages and losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the non-offending Party arising out of or in connection with any claim made against the non-offending Party by a third party for death or personal injury.

16.2. Customer shall indemnify and defend OTG against any third-party claims, damages, losses and costs, including reasonable legal fees (i) resulting from the unauthorized use, that has been permitted by the Customer, of OTG's Software or the Services or (ii) that any of Customers content provided and included on the hosting Site infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, IP Rights, trade secrets or licences.

16.3. OTG shall indemnify and defend the Customer against direct third-party claims, damages, losses, and costs, including reasonable actually incurred legal fees (i) resulting from OTG's gross negligence or wilful misconduct or (ii) that OTG's Software infringes the IP Rights of third parties, provided that OTG shall not be obligated to indemnify the Customer to the extent the alleged infringement arose from

the Customer's use of the Software and/or Services not in accordance with the Agreement or applicable Documentation, Customer's unauthorised modification of the Software, and/or Customer's unauthorised combination of the Software with other products and services not provided by OTG.

16.4. If any infringement occurs, or, in OTG's opinion may or is likely to occur, or if the Customer is prohibited by a court order from using the Software, then, subject to the Customer complying with Clause 16.2, OTG shall at its own expense and as soon as reasonably possible either (a) procure for the Customer the right to continue using the Software or any part thereof, (b) replace the Software with a functionally equivalent non-infringing product, or (c) modify the same so as to make it non-infringing while remaining functionally equivalent. If OTG is unable to perform any of the options described in (a), (b) or (c) above, the Customer shall return the alleged infringing item, and OTG's sole liability (in addition to any third-party claims under this Clause 16.4) shall be to refund the Customer the amount paid by the Customer for such infringing item. This Clause 16.4 shall constitute OTG's sole obligation and Customer's sole and exclusive remedy with respect to any infringement or claim of infringement.

16.5. On becoming aware of a potential claim under Clause 16.3, the Customer shall:

- 16.5.1 notify OTG in writing of any potential claim;
- 16.5.2 make no admission without OTG's consent; and
- 16.5.3 at OTG's request allow OTG to conduct and/or settle all negotiations in respect of such claim and give OTG all reasonable assistance in respect thereof.

16.6. The terms of this Clause 16 shall survive termination of the Agreement.

17. FORCE MAJEURE.

17.1. No party shall be liable for any loss, damage, delay or failure to perform its obligations under the Agreement if prevented or hindered from performing such due to fire, explosion, labour dispute, earthquake, hurricane, casualty or accident, vandalism, epidemic, pandemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from third party suppliers, Act of God, any inability to obtain any requisite licence, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated. If the period of delay or non-performance continues for 90 days, OTG shall be entitled to terminate this Agreement with immediate effect upon giving written notice to the Customer, save that if only particular sites or particular aspects of the Services are affected, such termination shall only be in respect of those sites/Services affected and the Agreement shall otherwise remain in force.

17.2. Where either party terminates the Agreement or certain Services pursuant to Clause 17.1, OTG shall in no circumstances be required to refund any part of the Annual Price and/or Subscription Fees (as applicable) to the Customer.

18. CONFIDENTIALITY.

18.1. Each Party undertakes that it shall not at any time during the Term or after termination of the Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, Customers, suppliers, or IP Rights of the other Party, except as permitted by Clause 18.2.

18.2. Each Party may disclose the other Party's Confidential Information:

- 18.2.1. to its employees, officers, representatives, contractors, permitted subcontractors or advisers who need to know such information for the purposes of exercising that Party's rights or conducting its obligations under or in connection with the Agreement; and
- 18.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

18.4. The restrictions above shall not apply to the Confidential Information which:

- 18.4.1 is already in the possession of a party without restriction on use or disclosure prior to receipt from such information from the other party;
- 18.4.2 is already publicly available through no breach of the Agreement;
- 18.4.3 has been previously independently developed by a party;
- 18.4.4 is received by a party from a third party who, without breach of any obligations to any other party, may disclose such information to such party; or
- 18.4.5 is required to be disclosed by a Party under any applicable law or regulation or by the order or direction of a competent court, tribunal, government or regulatory authority, provided that prior to making such disclosure and if permitted under applicable law, the party required to disclose shall immediately notify the other Party of the required disclosure so that it can seek a protective order or other appropriate remedy. If no protective order or other remedy is obtained, or if the other party waives the foregoing, the parties will consult on the form and content of the information required to be disclosed, disclose only such Confidential Information as legally required to satisfy the order or direction, and use reasonable efforts to obtain written assurances that the Confidential Information disclosed will be treated confidentially.

18.5 The Parties agree that a breach of this Clause 18 could cause irreparable injury or damage and agree that the relevant party who would suffer such injury and/or damage shall be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available.

19. DATA PROTECTION.

19.1. For the purposes of this Clause 19:

- 19.1.1. "(Data) Controller", "Data Subject", "Personal Data", "Processing" and "(Data) Processor" have the respective meanings given under the Data Protection Laws from time to time; and
- 19.1.2. "Customer Personal Data" means any Personal Data processed by OTG on behalf of the Customer under or pursuant to the Agreement.

19.2. Both Parties shall comply with their respective obligations under the applicable Data Protection Laws in relation to the Processing of Customer Personal Data while carrying out their respective obligations under this Agreement.

19.3. The Customer shall not upload to the Software or provide to OTG any special category personal data (including, but not limited to, health data and biometric data) or children's data unless this has been agreed in writing and a Data Processing Agreement ("DPA") has been executed by the Parties.

19.4. OTG acknowledges and accepts that it is the Customer's Processor. OTG shall only Process Customer Personal Data on documented instructions from the Customer. The Customer hereby instructs OTG to process the Customer Personal Data:

- 19.4.1. for the purpose of performing its obligations under the Agreement.

19.4.2. for such other purposes, as may be instructed by or agreed with Customer or as otherwise notified by the Customer in writing from time to time; and

19.4.3. in accordance with the Data Protection Laws.

19.5. OTG shall:

19.5.1. maintain up to date records of its Processing activities performed on behalf of Customer which shall include the categories of Processing activities performed, information on any cross-border data transfers and a general description of security measures implemented in respect of processed Customer Personal data.

19.5.2. not appoint any sub-processor (including for the avoidance of doubt any Group Company of OTG as a sub-processor) without the prior written consent of Customer, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which meets the requirements of the Data Protection Laws and which imposes on the sub-processor the same obligations in respect of Processing of Customer Personal Data as are imposed on OTG under the Agreement, and in particular provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirement of the Data Protection Laws. OTG shall remain fully liable to Customer for any acts or omissions of the sub-processor.

19.5.3. not transfer any Customer Personal Data to a country or territory outside the European Economic Area or any other jurisdiction or geographic location which has not been specified on the SOW, Service Order or that has otherwise been agreed in writing except with the prior written consent of the Customer, and such consent may be subject to and given on such terms as Customer may in its absolute discretion prescribe. For the avoidance of doubt, if any Customer Personal Data is transferred to any jurisdiction or geographic location which does not have adequate protection, the Parties shall execute the relevant standard contractual clauses ("SCC").

19.5.4. immediately where at all possible or otherwise without undue delay and in any event within seventy-two (72) hours notify the Customer if it should become aware of, any Personal Data Breach or other unauthorised or unlawful Processing of Personal Data or any breach of the Data Protection Laws.

19.5.5. assist the Customer in ensuring compliance with the obligations pursuant to the Data Protection Laws (including Articles 32 to 36 of GDPR), considering the nature of Processing and the information available to the Processor.

19.5.6. implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful access and against accidental loss, destruction, damage, alteration, or disclosure.

19.5.7. not otherwise modify, amend, remove, or alter the contents of any Customer Data or disclose or permit the disclosure of any of Customer Personal Data to any third-party without the prior written authorisation of the Customer.

- 19.5.8. treat all Customer Personal Data as Confidential Information for the purposes of the Agreement and ensure that persons authorised to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 19.5.9. keep the Customer Data separate from any data it Processes on behalf of any other third-party.
- 19.5.10. return or delete, at the Customer's sole discretion, all Customer Data upon the termination of the Processing activities under the Agreement and delete existing copies unless required by applicable laws to retain any of the Customer Personal Data and promptly provide the Customer with a confirmation in writing that it has done so or the basis on which it must retain such Customer Personal Data.
- 19.5.11. procure that all personnel who need to have access to Customer Data shall have undergone reasonable, appropriate, and adequate levels of training in Data Protection Laws.
- 19.5.12. without prejudice to any other rights that the Customer may have under the Agreement, upon request OTG shall make available to the Customer information relating to its obligations and compliance thereof with the Data Protection Laws. The Customer may request at its cost a virtual audit relating to the Company's data protection obligations including the technical and organisational measures that are in place to protect the Customer's Data. The Customer shall reimburse the Company for any time expended by the Company for any such audit. Before the commencement of any virtual audit, the Parties shall mutually agree on the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer shall be responsible.
- 19.5.13. immediately (and in any event no later than seventy-two (72) hours after becoming aware of such event) notify the Customer when it becomes aware of a material breach of OTG's obligations under this Clause 19.5.
- 19.5.14. not do or omit to do anything which causes the Customer or its Affiliates to breach any Data Protection Laws or contravene the terms of any registration, notification, or authorisation under any Data Protection Laws.
- 19.5.15. provide the Customer with reasonable assistance in complying with any requests by Data Subjects exercising their rights under the Data Protection Laws (each a "Data Subject Request") or communicating with the Information Commissioner's Office ("ICO") in relation to the Processing of Personal Data ("ICO Correspondence").
- 19.5.16. promptly, and in any event within seventy-two (72) hours of receipt of any request or correspondence, inform the Customer about the receipt of any Data Subject Requests or ICO Correspondence; and
- 19.5.17. not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence or respond in any way to such a request without first consulting with the Customer.

- 19.6. Nothing in the Agreement shall be construed as preventing a Party from taking such steps as are necessary to comply with its own obligations under the applicable Data Protection Laws and this Clause 19.
- 19.7. If the Software is on the Customer's premises or site, then OTG will not have access to Customer's data without the Customer's consent.
- 19.8. OTG does not claim ownership of the Customer Data or personally identifiable data provided during the operation of the Service. OTG may however use anonymous usage statistics and performance metrics to improve and administer the Service for OTG's internal use and other lawful purposes. Nothing herein shall be interpreted as prohibiting OTG from utilising the aggregated statistics for the purposes of operating OTG's business, provided that OTG's use of aggregated statistical data shall be at all times based on anonymised data and will not reveal the identity, whether directly or indirectly, of Customer, any individual or any specific data entered by Customer or any individual into the Service.
- 19.9. OTG will retain data in accordance with its data retention policy as published on the OTG website.

20. TRADE AND COMPLIANCE.

20.1. Each Party warrants, represents and undertakes to the other that:

20.1.1. neither they nor any person or entity or body on whose behalf or under whose direction they act or assist, or who directly or indirectly owns or controls them; nor any person or entity or body who they may nominate to facilitate any aspect of this transaction, are or will be a person or entity designated pursuant to any national, international, or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a "Sanctioned Entity");

20.1.2. entry into and performance of this Agreement is not and will not be prohibited or restricted by, and will not expose the other Party, its managed vessel(s) or its employees to sanctions, prohibitions, or restrictions under any national, international or supranational law or regulation imposing trade or economic sanctions, prohibitions or restrictions (a "Sanctioned Transaction"); and

20.1.3. they shall notify the other Party immediately if it, or any person, entity or body on whose behalf or under whose direction it acts, or who it assists, or who owns or controls them, becomes a Sanctioned Entity or if the purchase of goods or services under the Agreement becomes a Sanctioned Transaction, and will provide on demand any information the other Party may request.

20.2. In the event of any actual breach of the provisions of this Clause 20, the Party not in breach may terminate or temporarily suspend the Agreement immediately by written notice to the Party in breach and shall have no further liability to the Party in breach.

20.3. The Party in breach of the provisions of this Clause 20 shall indemnify the other Party, its managers, and employees on demand against any and all claims, losses, liabilities, damage, costs and fines whatsoever and howsoever arising (whether directly or indirectly) as a result of any breach of warranty or undertaking or any misrepresentation by the Party in breach of this Clause 20, whether or not the other Party terminates this Agreement.

21. MANDATORY POLICIES.

21.1. The Customer shall comply with the Mandatory Policies.

21.2 Any breach by Customer of any of the Mandatory Policies shall constitute a material breach for the purposes of Clause 11.2.

22. BRIBERY AND ANTI-CORRUPTION.

22.1. OTG warrants that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors, or sub-contractors has at any time prior to entering into this Agreement, committed any offence under the Bribery Act 2010 (the “Bribery Legislation”).

22.2. OTG agrees that, at any time after the entry into of the Agreement it shall not and it shall procure that its directors, employees, agents, representatives, contractors, or sub-contractors shall not:

22.2.1 commit any offence under any Bribery Legislation; or

22.2.2 cause the directors, employees, agents, representatives, contractors, or sub-contractors of any OTG Affiliate to commit any offence under any Bribery Legislation.

22.3. OTG has in place adequate procedures designed to prevent any person working for or engaged by OTG or any other third-party in any way connected to this Agreement, from committing offences of corruption or bribery.

22.4. If at any time OTG (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Clause 22, OTG shall indemnify and keep indemnified the Customer against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties that Customer actually suffers or incurs as a result of such breach.

23. PERFORMANCE.

23.1. The Parties agree that (excluding any payment obligations or notice period requirements on the part of the Customer) the times and dates referred to in the Agreement are for guidance only, are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

23.2. OTG shall use its reasonable endeavours to comply with any day or dates for despatch or delivery of Hardware and for the supply of Services as stated in the Agreement. Unless the Agreement contains express Clauses to the contrary, such dates shall constitute only statements of expectation and shall not be binding.

23.3. If performance of the Agreement is suspended at the request of, or delayed through default of, the Customer for a period of thirty (30) days or more including, without prejudice to the generality of the foregoing, incomplete or incorrect instructions, or refusal to accept delivery of the Hardware or Services, OTG shall be entitled to payment at the applicable rates defined on the SOW or Service Order for the Services already performed, Hardware and/or Services supplied or ordered and any other reasonable additional costs incurred by OTG and the Customer shall pay such sums within thirty (30) days of receipt of a valid invoice.

24. MISCELLANEOUS.

24.1. If any provision of the Agreement is determined by any court or other competent authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement.

24.2. The Customer may not assign, transfer, mortgage, charge, sub-contract, or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of OTG.

24.3. The Customer agrees not to solicit, in any capacity whatsoever, any of OTG's employees during the Term and for a period of one (1) year from the termination or expiry of the Agreement, without the express written consent of OTG.

24.4. OTG may assign and sub-contract the Agreement or any of its rights and obligations hereunder at any time without notice or consent of the Customer.

24.5. Nothing contained in the Agreement will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a Party hereto, and any person who is not a Party hereto shall not be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third party beneficiary to this Agreement and may enforce the provisions of the Agreement. Neither the Agreement, nor the receipt of the Services by the Customer creates a contractual relationship between the Customer and the Service Providers, and the Customer is not a third-party beneficiary of any agreement between OTG and its Service Providers.

24.6. Unless otherwise specified in this Agreement, all notices, or other communications under or in connection with the Agreement shall be given in writing (including email) to the addressees set out in the Service Order.

24.7. The Agreement represents the entire agreement between OTG and the Customer and shall supersede all prior statements, representations, understanding, discussions, and agreements, whether oral or written. The Customer acknowledges that they have not relied on any oral or written representations, statements or undertakings of any kind made by or on behalf of OTG that are not contained the Agreement.

24.8. Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing to be effective. Any failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, shall not be construed as a waiver of such provision, right or remedy, and will not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's further exercise of that provision or right or remedy.

24.9. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

24.10. Each Party hereby represents and warrants that it has full right and authority to enter into and perform all applicable provisions of the Agreement and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all applicable provisions of the Agreement.

24.11. OTG reserves the right to update this MSA from time to time.

24.12 The renewal of the Fixed Term, any Renewal Term or the payment of the Annual Price by the Customer shall be deemed as (i) confirmation of acceptance of any updated version of the MSA, (ii) confirmation that any Special Instructions detailed in the Service Order no longer apply, and (iii) confirmation of acceptance of any updated prices and/or fees including any uplift to the Annual Price in accordance with clause 12.10. 25. GOVERNING LAW & JURISDICTION.

25.1. The governing law of the Agreement and any dispute arising out of or in connection with it (including non-contractual disputes) shall be the law of England and Wales.

25.2. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination (including non-contractual disputes), shall be referred to and finally resolved by arbitration pursuant to the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. Each Party shall appoint its own

arbitrator. The seat of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

SCHEDULE 1 - SUPPORT SLA

1. SUPPORT SERVICES

1.1 During the Subscription Period OTG shall perform the Support Services during the Support Hours on European time in accordance with the Service Levels below. As part of the Subscription Services, OTG shall:

- 1.1.1 provide technical Help Desk Support by means of a dedicated e-mail address.
- 1.1.2 use Commercially Reasonable Efforts to correct all Faults notified; and
- 1.1.3 provide technical support for the Supplied Software in accordance with the Service levels.

2. UPGRADES AND PATCHES

2.1 OTG shall make available at no cost to the Customer, all patches, bug fixes, updates, maintenance, and service packs (collectively referred to as "Patches") necessary for the proper function and security of the Subscription Services, as and when such Patches are released by OTG. If required, OTG shall coordinate with the Customer the scheduling of application of the Patches.

3. SUBMITTING TECHNICAL SUPPORT AND MAINTENANCE REQUESTS AND ACCESS

3.1. The Customer may request Support and Maintenance Services by way of a Support Request.

3.2. Each Support Request shall include a description of the problem and the start time of the incident.

3.3. The Customer shall provide OTG with such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to OTG in writing) remote access to the Customer System, as are reasonably necessary to assist OTG to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

3.4. All Support and Maintenance Services shall be provided from OTG's office unless otherwise requested by the Customer.

3.5. The Customer acknowledges that, to accurately assess and resolve Support and Maintenance Requests, it may be necessary to permit OTG direct access at the Customer Site, the Customer System and the Customer's files, equipment, and personnel. The Customer shall provide such access promptly, provided that OTG complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to OTG.

4. SUPPORT SERVICE LEVELS

4.1 The first level investigation notes should be supplied by super user/operational leads in the support tickets. Second and third level support investigation will be conducted by OTG in consultation with Customer.

4.2 OTG shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and endeavour to respond to all Support Requests in accordance with the target response times specified in the table set out below where possible:

SERVICE LEVEL TABLE

	Description°	Target response times
Critical P1	<ul style="list-style-type: none"> An error, or failure of, the Product / Service that affects ALL OTG customers: <ul style="list-style-type: none"> Materially impacts the operations of ALL Customer's business or marketability of its product or services 	Within 1 hour
Major P2	<ul style="list-style-type: none"> A major component failure affecting at least one Registered User and with the potential to impact a significant number of other Registered Users Failure of system primary feature(s) / function(s) Usability issues that impact primary feature(s) / function(s) Inaccurate or missing event data recorded in audit trail logs 	Within 2 hours
Moderate P3	<ul style="list-style-type: none"> A problem causing inconvenience to a Registered User but is not immediately critical or severe. Failure of a secondary (supporting) or infrequently used function or behaviour that would lead a user to believe that failure had occurred. A secondary or infrequently used function to produce incorrect results. Error messages 	Within 8 hours
Minor P4	<ul style="list-style-type: none"> An isolated or minor error in the Product / Service that: <ul style="list-style-type: none"> is not urgent or where a work-around is available. the Customer agrees is low in priority. does not significantly affect the Product / Service functionality; or May disable only specific non-essential function with minimal disruption 	Within 3-5 days

4.3 All hours above are business hours.

4.4 OTG reserves the right to re-categorise and assign incidents raised by Customer.

5. SUBSCRIPTION SERVICE AVAILABILITY SERVICE LEVELS

5.1 OTG shall ensure predictable performance and availability of all the functions and services of the System by actively monitoring the utilization levels of the System, including but not limited to network, server, services, and resources.

5.2 If the System is not performing at an optimum / consistent level, OTG may notify the Customer and advise them of recommendations that should and/or must be made to ensure consistent and reliable performance, including recommendations to invest in additional equipment.

6. OPERATING HOURS

Office hours, 9 am to 5 pm from Monday to Friday excluding Saturday, Sunday & other public holidays in the jurisdiction from which they are delivered.