

UNIFIED USER LICENSE AGREEMENT & NOTICES, WARNING AND ACKNOWLEDGMENTS APPLICABLE TO LRV AS PRODUCTS

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IMPORTANT: PLEASE READ THIS USER LICENSE AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE DOWNLOADING, INSTALLING, ACCESSING, AND/OR USING THE SOFTWARE, DATA, ITEMS, AND/OR SERVICES (AS DEFINED HEREIN AND COLLECTIVELY THE “SUPPLIED ITEMS”). THIS USER LICENSE AGREEMENT IS A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU, THE LEGAL ENTITY OR ENTITIES CONTROLLING THE RIGHT TO USE THE SYSTEM ON WHICH THE SUPPLIED ITEMS WILL BE USED, (“YOU”) AND LLOYD’S REGISTER VOYAGE AS, THE PROVIDER OF THE SUPPLIED ITEMS (“LRV”).

BY DOWNLOADING, INSTALLING, ACCESSING, AND/OR USING THE SUPPLIED ITEMS, YOU ARE AGREEING TO EACH TERM OF THIS AGREEMENT, INCLUDING THE RESTRICTIONS ON USE, LIMITED WARRANTY, AND DISCLAIMER, AMONG OTHER THINGS. IF THE SUPPLIED ITEMS ARE TO BE USED ONBOARD A VESSEL AND YOU ARE NOT THE OWNER OF THE VESSEL AND/OR IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER LEGAL ENTITY, **YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF. YOU ARE RESPONSIBLE FOR YOUR END-USERS’ (WHETHER EMPLOYEES, CONTRACTORS OR OTHERWISE) COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL GOVERN ANY UPDATES TO THE SUPPLIED ITEMS PROVIDED BY LRV, UNLESS SUCH UPDATES ARE ACCOMPANIED BY A SEPARATE OR MORE UP-TO-DATE AGREEMENT, IN WHICH CASE YOU AGREE THAT THE TERMS OF THAT AGREEMENT WILL GOVERN.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR ATTEMPT TO USE THE SUPPLIED ITEMS.

All SUPPLIED ITEMS supplied to You directly or indirectly by LRV under this Agreement shall be subject to the terms and conditions of this Agreement. Please note that the terms and conditions set out in Section I (General Terms and Conditions) below apply to all SUPPLIED ITEMS supplied to You, whereas Section II (Additional Terms and Conditions Regarding Warnings and Support Applicable Only to ENC Data) below sets out additional terms and conditions that are applicable only to official Electronic Navigational Charts and their updates (“ENC”). The terms and conditions set out in this Agreement supersede all other documents concerning the SUPPLIED ITEMS, including previous versions of this Agreement.

AS A PARTY TO THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

I. General Terms and Conditions

1. DEFINITIONS

“Authorized User” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased or authorized per the applicable order.

“Customer” means, You and any other Authorized Users You represent under this Agreement.

“Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

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“**LRV IP**” means the Services and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, LRV IP includes Aggregated Statistics and any information, data, or other content derived from monitoring Customer’s use of the Services, but does not include Customer Data.

“**Supplied Items**” means all (a) data, vector digitized charts, chart folios, color and monochrome chart image data, images, scripts, photographs, animations, videos, audio, music, text, value-added datasets, meteorological (weather) data, and any updates thereof (collectively “Data”), (b) installation media (e.g., CDs, DVDs, flash storage drives, etc.) and any other accompanying materials including manuals and guides (printed, electronic, and/or written), access control device(s) (“Dongle(s)”), and the Hardware Against Software Piracy (HASP) key embedded in the Dongle(s) needed to activate the data (collectively “Items”), (c) software and data update services, application programming interfaces (APIs), web-based services supporting a web application, and professional services such as weather routing and consulting (“Services”), and (d) websites, web applications, desktop applications, mobile applications, application programming interfaces (APIs), software development kits (SDKs), or other software (including but not limited to any texts, images, or scripts incorporated into any software) (collectively “Software”) supplied to You by LRV under this Agreement.

2. OWNERSHIP, COPYRIGHT, AND RETENTION OF INTELLECTUAL PROPERTY

LRV and/or its third-party licensors shall retain all rights, title, and interest in the copyrights, database rights, and other neighboring rights, patents, trade secrets, trademarks, service marks, design rights, proprietary information rights, and other intellectual property rights to the Supplied Items as may exist anywhere in the world. The Supplied Items may be protected by copyright, database rights, and other neighboring rights. Except as expressly allowed by mandatory law, such protected works may not be copied, reproduced, translated, modified, adapted, reverse engineered, decompiled, stored in a retrieval system, or retransmitted in whole or in part, in any form or by any means. All rights, title and interest in and to any third-party content which may be accessed through or by use of the Supplied Items is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights in connection with any trademarks or service marks of LRV. All rights not expressly granted are reserved by LRV and/or its authorized third-party licensors.

FULL WARNINGS, COPYRIGHT NOTICES AND ACKNOWLEDGEMENTS, WHICH YOU ACKNOWLEDGE AND ACCEPTARE INCLUDED AT SECTIONS II AND III OF THIS UULA.

3. AGGREGATED STATISTICS

Notwithstanding anything to the contrary in this Agreement, and where applicable, LRV may monitor Customer’s use of the Supplied Items, including the Services, and collect and compile aggregated anonymous data and information relating to Customer’s use of the Services, including statistical performance information relating to the operation of the Services (“Aggregated Statistics”). As between LRV and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LRV. Customer acknowledges that LRV may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that LRV may use and/or publish such Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

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4. GRANT OF LICENSE AND TERM

The Supplied Items You are about to load and/or access are licensed, not sold. LRV grants to You a non-transferable, personal, and non-exclusive right (“License”) to use them for Your own internal business purposes, and not in support of any other third party, during the Term of this Agreement, solely for use by Authorized Users in accordance with the Terms and Conditions herein. Unless the Data are official ENC which meets SOLAS (Safety Of Life At Sea) chart carriage requirements, the Data may be used solely as a navigational aid, and not as the sole or primary method of navigation.

Except as otherwise specified in writing, if You have acquired this License for “office” or “land-based” use only, one (1) License gives you the right to install the Software and/or use the Data on one (1) single computer at a time for which You have an exclusive right to use. If You have acquired this License for use on a vessel or in an academy or school, one (1) License gives you the right to use the Data on one (1) integrated bridge system. The Software and/or Data is “in use” on a computer (including an integrated bridge system) when it is loaded into temporary memory (i.e. RAM) of a computer.

The term of the License can either be (i) a “One-Off” perpetual license, or (ii) a subscription License (a “Subscription”) that entitles You to regular updates of the Software and/or Data during the Subscription period. The validity of the License is subject to Your and Your end-users’ continuing compliance with the terms and conditions set forth in this Agreement.

Upon the end of a Subscription period, Your Subscription may, unless otherwise specified, be automatically renewed for new consecutive periods of Subscription unless You give LRV a notice of termination prior to the expiry of the then current Subscription period.

5. RESTRICTIONS ON USE

Except (i) as otherwise expressly authorized herein by LRV or (ii) as expressly allowed by mandatory law, or (iii) for the initial loading and other operations necessary for legal utilization of the Supplied Items, You shall NOT (a) copy, duplicate, reproduce, or publish the Supplied Items or any of their contents; (b) electronically transfer the Supplied Items or their contents to multiple computers over a network; (c) distribute copies of the Supplied Items to others by any means whatsoever; (d) in whole or in part change, modify, adapt, translate, reverse engineer, disassemble, or decompile the Supplied Items or create derivative works based on the Supplied Items; (e) assign, rent, exchange, hire out, lend, lease, or sublease Supplied Items or any copies thereof; (f) sell or transfer the Supplied Items or any copies thereof; (g) bundle, re-package, or include the Supplied Items with any software in any way; (h) remove any proprietary notices from the Supplied Items; or (i) use the Supplied Items in any manner or for any purpose that violates any intellectual property right or other right of any person, or that violates any applicable law. Any unauthorized reproduction, use, or transfer of the Supplied Items may be a crime and may subject You to damages and attorneys’ fees.

6. CUSTOMER RESPONSIBILITIES

Customer shall be responsible and liable for all uses of the Supplied Items, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

Customer shall be responsible for using reasonable efforts to prevent unauthorized access to, or use of, the Supplied Items and further agrees to promptly notify LRV of any such unauthorized access or use.

Customer shall be responsible for obtaining and using the latest, most up-to-date version of the Supplied Items currently available from LRV.

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7. SUSPENSION

Notwithstanding anything to the contrary in this Agreement, LRV may suspend Customer's and any Authorized User's access to any portion or all of the Supplied Items if: (i) LRV reasonably determines that (a) there is a threat or attack on any of the LRV IP; (b) Customer, or any Authorized User, is using the Supplied Items for fraudulent or illegal activities; (c) Customer has ceased to continue its business in the ordinary course or becomes subject to any bankruptcy, reorganization, dissolution, or similar proceeding; or (d) LRV's provision of the Supplied Items becomes prohibited by applicable law; or (ii) any vendor of LRV has suspended or terminated LRV's access to or use of any third-party services or products required to enable Customer to access the Supplied Items (collectively, a "Service Suspension"). LRV shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Supplied Items following any Service Suspension. LRV shall use commercially reasonable efforts to resume providing access to the Supplied Items as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LRV will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

In the case of Data and should any vendor of LRV suspend, terminate, or otherwise render prohibitive LRV's access to or use of third-party sources utilized by LRV to constitute and/or derive the Data, LRV may remove relative coverage and/or content from the Data, whether temporarily or permanently. LRV will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such removal.

IF AND WHEN INDICATED BY LRV, SUBSEQUENT TO ANY REMOVAL, AND UPON SUPPLY OF A NEW VERSION OF THE DATA BY WHATEVER MEANS, YOU WILL REPLACE THE PREVIOUS VERSION OF THE DATA WITH THE NEWLY SUPPLIED VERSION.

8. TERMINATION

In addition to Your right to terminate a renewal of a Subscription pursuant to Clause 4 above, and without prejudice to any other rights governed by this Agreement, the License to use the Supplied Items granted under this Agreement will automatically terminate if you fail to comply with any term of this Agreement or of the general terms and conditions of the subscription service under which the Supplied Items are provided, or if such subscription service is terminated for any reason, or if you fail to comply with any mandatory law applicable to Your use of the Data. In such event, you must immediately destroy all physical copies of the Supplied Items, and you must immediately and permanently delete any electronically stored copies of the Supplied Items. You will not be entitled to reimbursement of any fees already paid to LRV, but You will be liable for payment of any amounts due to LRV.

9. SURVIVAL

Sections 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21 survive any termination or expiration of this Agreement.

10. DATA WARNINGS

YOU ACKNOWLEDGE, SHALL COMPLY WITH, AND SHALL TAKE INTO CONSIDERATION THE DATA WARNINGS IN SECTION III OF THIS AGREEMENT, AND YOU SHALL DULY INFORM YOUR AUTHORIZED USERS OF THESE WARNINGS.

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11. LIMITED WARRANTY AND DISCLAIMER

A. Data Media

LRV warrants that the media, if any, on which the Data is recorded and delivered are free from defects in materials and workmanship under normal use and operation. This limited warranty is effective for a period of sixty (60) days following your receipt of such media. The limited warranty provided herein is made to You if You (a) have fully paid the required license fee for use of the Data, (b) have fully complied with the terms of this Agreement, and (c) are the original licensed end-user. No warranty is made to any other person or entity.

During the warranty period set forth above, LRV will replace any media which proves defective in materials or workmanship, without charge, on an exchange basis. This is LRV's entire liability and your sole and exclusive remedy. This remedy shall not apply if the media on which the Data is stored has been damaged by negligence, accident, improper or unreasonable use, or by any other cause unrelated to defective material or workmanship.

B. PROVISION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIED ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND ARE NOT GUARANTEED TO BE FREE FROM ERRORS OR DEFECTS. SOFTWARE AND SERVICES ARE NOT GUARANTEED (i) TO PERFORM WITHOUT INTERRUPTION; (ii) TO ACHIEVE ANY INTENDED RESULT; AND (iii) ARE NOT GUARANTEED TO BE COMPATIBLE WITH PRODUCTS MANUFACTURED OR SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN LRV. YOU ACKNOWLEDGE THAT THE DATA ARE OF A GENERAL NATURE, AND THAT THEY MAY NOT BE DESIGNED FOR, ADEQUATE TO, OR CONFORM WITH YOUR SPECIFIC NEEDS AND/OR PURPOSES, NOR THAT THEY CONFORM WITH SPECIFIC SAFETY REQUIREMENTS OR GOVERNMENTAL STANDARDS OR REGULATIONS IN YOUR COUNTRY. LRV AND ITS THIRD-PARTY SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, AND DISCLAIM ANY LIABILITY FOR THE DATA, THE ACCURACY OF THE DATA SOURCE MATERIAL, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH ANY GOVERNMENT STANDARDS OR REGULATIONS OF SUCH DATA, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, YOU SHALL INFORM LRV IN DUE TIME IF ANY PROVISION MAY BE OVERRULED BY ANY APPLICABLE MANDATORY RULES.

TO THE EXTENT YOU HAVE ACQUIRED A LICENSE TO USE DATA, AND YOU HAVE NOT UPDATED THE DATA, YOU ACKNOWLEDGE THAT SUCH DATA ARE CHANGING RAPIDLY, AND THAT NAUTICAL NAVIGATION UNDERTAKEN WITH THE AID OF SUCH DATA INCREASES THE INHERENT DANGER OF SUCH NAVIGATION. YOU ARE SOLELY RESPONSIBLE FOR, AND LRV DISCLAIMS ANY LIABILITY FOR, ANY USE OF SUCH DATA.

THE LIMITED WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF LRV, AND YOUR REMEDIES SET FORTH

IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY OTHER RIGHTS, CLAIMS, AND REMEDIES YOU WOULD OTHERWISE HAVE AGAINST LRV WITH RESPECT TO THE SUPPLIED ITEMS PROVIDED HEREUNDER.

Notwithstanding the exclusion of warranty for the Data, should You encounter any problems with the Data or find a suspected error, You should report such problem or suspected error to LRV as soon as reasonably possible to technical.support@i4-insight.com.

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12. LIMITATION OF LIABILITY

IN NO EVENT WILL LRV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LRV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL LRV'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS PAID TO LRV UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR US\$50,000, WHICHEVER IS LESS.

13. ENTIRE LIABILITY

LRV'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SUPPLIED ITEMS DURING THE PREVIOUS TWELVE (12) CALENDAR MONTHS FROM THE DATE THE APPLICABLE CLAIM AROSE FOR THE SUPPLIED ITEMS GIVING RISE TO THE CLAIM. THESE LIMITATIONS OF LIABILITY DO NOT APPLY IF LRV HAS ACTED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED HEREUNDER, AND RECOGNIZE THAT WERE LRV TO ASSUME ANY FURTHER LIABILITY BEYOND THAT SET FORTH IN THIS SECTION, SUCH FEES WOULD BE SUBSTANTIALLY HIGHER.

14. SEVERABILITY

If an arbitration panel or court of competent jurisdiction determines that applicable law implies warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on LRV's liability set forth in this Agreement shall apply to the fullest extent permitted by law. If LRV cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

15. INDEMNIFICATION

You will indemnify and hold harmless LRV and its subcontractors from and against all claims and liabilities (including claims by third parties including but not limited to vessel owners, operators, or managers, and cargo owners or insurers (your "Affiliates"), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including your and your Affiliates employees but not employees of LRV, or for loss of or damage to any property, including any vessel and cargo, arising out of or in any way relating to your or your Affiliates' use of the Supplied Items, whether or not arising in tort or occasioned by the negligence of LRV, except to the extent of any obligation, liability, claim, or remedy in tort due to the recklessness or willful misconduct of LRV. Your obligations under this indemnity will survive the termination or cancellation of this Agreement. For purposes of this Section, the term "LRV" includes Lloyd's Register Voyage AS, and each of their respective parents, affiliates, and assignees, and their respective directors, officers, employees and agents.

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16. EXPORT COMPLIANCE

In performance of this Agreement, each party shall comply with all applicable laws and regulations, including, without limitation all applicable export or import control laws and regulations, anti-boycott laws and regulations, taxes, customs or tariffs regulations, economic sanctions, and anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010.

You shall not, directly or indirectly, export, re-export, release, or transfer the Supplied Items or any other LRV goods or products to a third party if such activity would violate any applicable export control laws, regulations, rules, or economic sanctions. Furthermore, you represent and warrant that you will not sell LRV products or provide services to any person specifically targeted under OFAC sanctions or located in a country or region subject to comprehensive OFAC sanctions, which may be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. You shall, at Your sole cost and expense, obtain and maintain in effect all permits, licenses, and other consents necessary to conduct Your respective activities hereunder. For clarification, if you fail to comply with the terms under this Section, or if continued performance by LRV becomes inconsistent with the laws, rules, and requirements described in this Section, LRV may immediately terminate this Agreement and any service subscription.

17. AUDIT

LRV will at all times be entitled to audit your compliance with this Agreement, and for this purpose You are obliged to grant LRV access to vessels, premises, records, and other things LRV deems necessary for such audit of your compliance.

18. ASSIGNMENT

LRV may assign and transfer all its rights and obligations under the Agreement to any third party.

19. GOVERNING LAW AND LEGAL VENUE

This Agreement shall be governed and construed in accordance with the laws of Norway, without regard to its conflicts of laws provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Oslo, Norway. The language of arbitration shall be English. This arbitration clause shall not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.

The United Nations Convention on Contracts For The International Sale Of Goods (CISG) will not apply to this Agreement.

20. AMENDMENTS / WAIVER / SEVERABILITY

The terms and conditions of this Agreement will govern any updates to the Supplied Items provided by LRV, unless such updates are accompanied by a separate or up-to-date Agreement, in which case you agree that the terms of that Agreement will govern.

No waiver of any breach shall be deemed a waiver of any subsequent breach.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

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21. ORDER OF PRECEDENCE

In the event of any conflict between the terms and conditions stated on the Customer order form (including the General Terms and Conditions for Subscriptions incorporated therein) and this Agreement, the terms of this Agreement shall prevail unless otherwise required by law.

In the event of any conflict between the terms and conditions stated on a dedicated License Agreement and this Agreement, the terms of the dedicated License Agreement shall prevail.

II. Additional terms and conditions regarding warnings and support applicable only to OFFICIAL ENC CHART DATA FOR SOLAS NAVIGATION PURPOSES

ENC are reproduced with the permission of various National Hydrographic Offices and are protected by copyright. ENC currently only meets SOLAS (Safety Of Life At Sea) chart carriage requirements if it is kept up to date and is used on a type approved ECDIS (Electronic Chart Display and Information System) with a suitable backup arrangement.

You are solely responsible for the proper and appropriate use of ENCs in satisfaction of SOLAS carriage requirements, including the adequate updating of ENCs as compatible with your voyage.

In addition to accepting this EULA, if you are using Admiralty ENCs and/or other products from the UKHO you accept the Admiralty End User Licence Agreement (EULA) which may be found here: <https://www.admiralty.co.uk/EULA>.

III. Additional terms and conditions regarding ownership, copyright, and warnings applicable to CHART DATA, OTHER THAN OFFICIAL ENCs, FOR NON-SOLAS and/or NON-NAVIGATION PURPOSES

The Data is derived, in part, from material provided with the permission of various national hydrographic offices and other third parties (the "Licensors"). LRV is an authorized user and licensee of selected data products under separate agreements with the Licensors. All rights are reserved by the respective Licensors and copyright restrictions apply. The information may not be modified or exploited by reverse engineering of formats and/or encryption, nor copied, reproduced, translated, or reduced to any electronic medium or machine-readable form, in whole or part.

No Licensor has verified the Data and no Licensor accepts any liability for the accuracy of reproduction or for any modifications that may have been made to the information supplied. Furthermore, no Licensor warrants that the Data meets any regulations as an appropriate product for navigation or that it contains the latest hydrographic or meteorological information available.

Electronic charts are an aid to navigation designed to facilitate the use of official government charts, not replace them. New charts or Notice to Mariners corrections, and new weather forecasts, will render the Data obsolete and inaccurate. Updates may be available from LRV. The Data licensed hereunder is inadequate as a primary means of navigation, and should be used only as supplements to official government charts and traditional navigation methods, unless otherwise specified by National Maritime Authorities. Only up-to-date official government charts and notices to mariners contain all information needed for the safety of navigation and, as always, the captain is responsible for their proper use and awareness of current conditions.

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WARNINGS, COPYRIGHT NOTICES AND ACKNOWLEDGEMENTS, WHICH YOU ACKNOWLEDGE AND ACCEPT, INCLUDE:

No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modification made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of appropriate products for navigation.

The electronic chart is an aid to navigation designed to facilitate the use of authorised government charts, not to replace them. Only official government charts and notices to mariners contain all information needed for safety of navigation and, as always, the captain is responsible for their proper use.

New charts and/or NTM corrections will render this product obsolete and inaccurate. Updates may be available from LRV, but always remember that these electronic charts are inadequate as a primary means for navigation and should be used only as supplement to official government charts and traditional navigation methods, unless otherwise specified by national marine authorities.

Country-Specific Warnings, Copyright Notices and Acknowledgements

Additional warnings, copyright notices and acknowledgements apply depending on the national hydrographic authorities whose data is included in this product. These country-specific terms form an integral part of this Agreement.

You should review the provisions applicable to each relevant country listed below:

Argentina, Australia, Bahamas, Belgium, Canada, Croatia, Denmark, Ecuador, Egypt, Estonia, Finland, France, Germany, Greece, Hong Kong, Iceland, Latvia, Lithuania, Malta, Netherlands, Norway, Oman, Poland, Portugal, Spain, Suriname, Singapore, South Africa, Sweden, Ukraine, United Kingdom

1. NORWAY, ESTONIA, LITHUANIA and LATVIA

Warning

“WARNING: No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.”

Acknowledgement

“The chart information in this product is reproduced with the permission of the hydrographic office(s) of Norway (NO2025/12), Estonia (NO2025/12), Lithuania (NO2025/12) and Latvia (NO2025/12).”

2. BAHAMAS

Copyright

“This product is derived, in part, from the products and with the permission of the following Publisher; Lewis Offshore Ltd.,”

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3. CANADA

Notice

“This product has been created by Lloyd's Register Voyage AS based on Canadian Hydrographic Service (“CHS”) data, following any minimum standards/guidelines that may have been established by CHS, pursuant to CHS Value-Added Reseller Agreement 2024-0621-1260-LRV.”

“This product does not meet the requirements of the Navigation Safety Regulations, 2020 under the Canada Shipping Act, 2001. Charts and publications issued by or on the authority of CHS must be used to meet the requirements of those regulations. CHS does not endorse any derived product.”

4. AUSTRALIA

Copyright

“Certain hydrographic information in this product is © Commonwealth of Australia; and is used under licence with the permission of The Australian Hydrographic Office. All rights reserved.”

“Apart from the uses permitted to the licensee under the licence, the information may not be modified or exploited by reverse engineering of formats and encryption or copied, reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or part.”

Warning

“The Australian Hydrographic Office does not check the information in this product and the Commonwealth accepts no liability for the accuracy of copying of its material or for any modifications that may have been made to the information which it has supplied.”

“Furthermore, the Commonwealth does not warrant that this product meets any regulations as an appropriate product for navigation or that it contains the latest hydrographic information available.”

5. DENMARK

Acknowledgement

“This product is based on data provided by the Danish Geodata Agency, file number 320-3018.”

Warning

“WARNING: No National Hydrographic Office has verified this product. No national hydrographic office accepts any responsibility for this product or any damage, accident or anything else that may occur from the use of this product. The product is not approved for navigation.”

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6. ECUADOR

Copyright

“This product is derived, in part, from the products and with the permission of the hydrographic offices of Ecuador (INOCAR)

7. EGYPT

Acknowledgement

“This product is derived, in part, from the products and with the permission of the Hydrographic Office of Egypt ”

Warning

” WARNING: No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of appropriate products for navigation.”

"WARNING: The electronic chart is an aid to navigation designed to facilitate the use of authorized government charts, not to replace them. Only official government charts and notices to mariners contain all information needed for the safety of navigation and, as always, the captain is responsible for their proper use."

8. FINLAND

Acknowledgement

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