

POLE STAR

1 INTERPRETATION

1.1 Definitions.

In these Terms and Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
AIS means Automatic Identification System Data;
API means Polestar's application programming interface
Confidential Information: means all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of the Contract) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information, Information, Documentation and information relation to or belonging to Pole Star's Service Provider.
Confirmation: an email or other written notice sent to the Customer by Pole Star or their Service Provider confirming acceptance of an Order.
Contract: the binding agreement formed between Pole Star and the Customer for the supply of Goods and/or Services upon Pole Star's acceptance of an Order in accordance with this Agreement.
Customer: the person who purchases the Goods and/or Services from Pole Star or its Service Provider.
Customer Content: the Customer's own information including all text, information, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Customer, Permitted Users or Polestar on the Customer's behalf for the purpose of using, developing or maintaining any Application or using the Services or facilitating the Customer's use of the Services.
Deliverables: the Service deliverables for the Services as set out in the Confirmation.
Documentation: all documents made available to the Customer by Pole Star, including, without limitation, online via such other web address notified by Pole Star to the Customer from time to time which sets out a description of the Services and any user instructions for the Services.
Data: all Data including personal data (including without exclusion full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Pole Star or Service Provider or Third Party Partner on Data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity.
Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy
Free Limit: the limit set out at the website address as may be notified to the Customer from time to time.
Fees: means Pole Star's fees for the provision of the Goods/Services as set out in the Confirmation or otherwise agreed by the Parties in or pursuant to the Contract

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Force Majeure Event: means an event beyond the reasonable control of Pole Star including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport or communication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of, Service Provider or Third Party Partner.

Integrated Services Elements: such elements of the Services as are integrated into an Application as set out in the Confirmation.

Information: the information, materials, content, products, Data and resources including AIS owned by Pole Star or Third Party Partner or the Service Provider.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, Marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, Database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Marks: means:

- (a) any trade marks, trade names, service marks, trade dress, logos, URLs and domain names;
- (b) any identifying slogans and symbols;
- (c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
- (d) the "look and feel",

of a party to this agreement, whether or not registered.

Materials: all materials, equipment, documents and other property of Pole Star, its Service Providers or its Third Party Partners.

Order: the Customer's order for the supply of Goods and/or Services, which may be made by completion of a customer form, responding to a sales proposal, placing an order and accepting these Terms and Conditions on the Website, by email, by telephone or by such other means as may be agreed between the parties from time to time, as the case may be.

Parties means Pole Star and the Customer collectively and "**Party**" means either of them and their permitted assignees;

Permitted Users: means the Customer, its officers and its employees or Pole Star performing services for the benefit of the Customer;

Platform means Pole Star's cloud application platform for access to Pole Star's services via one user interface underpinned by Pole Star's Application Program Interface ("API")

Pole Star: Pole Star Space Applications Limited, a limited liability company registered in England and Wales under company number 03505279 and whose registered office is at C/O Rayner Essex LLP, Tavistock House South, Tavistock Square, London WC1H 9LG.

Pole Star's Application: any application developed by Pole Star associated or in connection with the Services including both source code and object code which may include without limitation Customer Content.

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Purpose means the use of the Information to assist with internal compliance requirements or other similar internal regulatory purposes or obligations such as due diligence, anti-fraud, anti-money laundering, or “know your customer” compliance requirements;

Privacy and Security Policy: the privacy and security policy set out at a website address or as notified to the Customer from time to time.

Quotation: a quotation for Goods and/ or Services sent by Pole Star to the Customer (which may be given in any form, including by telephone) which is valid for acceptance within a period of 30 days from its date of issue.

Regulations: all applicable statutory and other rules, regulations, instruments and provisions in force from time to time including those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, Modern Slavery Act 2015 and all other rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any authority or body and to which (in each case) either Party is subject from time to time.

Service Provider means a third party including without limitation Third Party Partner that Pole Star relies on to provide all or any part of the Services from time to time

Services: the services (including the Deliverables, the Information and any software) supplied by Pole Star to the Customer as set out in the Confirmation or where not set out in the Confirmation, as set out in the description or specification for the services provided in writing by Pole Star to the Customer in connection with the Contract which may include:

- (a) the provision of the Platform, the Software and the Support;
- (b) the hosting of any Customer Applications on the Platform;
- (c) the provision of a Pole Star Application; and
- (d) such other services as Pole Star may decide, at its discretion, to integrate into the Platform from time to time.

Third Party Partner: Pole Star’s business partners used to facilitate the Services

Vessel: a ship or vessel in respect of which Customer requests Pole Star to provide the Goods and/or Services (and Vessels shall be construed accordingly).

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, API, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or Data, including the reliability of any programme or Data (whether by re-arranging, altering or erasing the programme or Data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: www.PoleStarGlobal.com or other as notified by Polestar for the purpose of delivering the Services.

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2 BASIS OF THE CONTRACT

- 2.1 The Contract shall come into existence on the date set out in the Confirmation or in its absence the date that the Services are commenced or Goods ordered. (**Commencement Date**).
- 2.2 Appendix A to these Terms and Conditions forms part of and is incorporated into the Contract wherever the Reseller Product incorporates the data of our Third Party Partner, IHS GLOBAL LIMITED .
- 2.3 Appendix B to these Terms and Conditions forms part of and is incorporated into the Contract wherever Goods are supplied in addition to Services.

3 GOODS AND SERVICES

- 3.1 Pole Star shall supply the Goods and Services in all material respects subject to availability and any appropriate licence or subscription required with Third party Partners or Service Providers.
- 3.2 From time to time Pole Star may change the Goods or Services at its absolute discretion or which are necessary to comply with any Regulations or to provide necessary updates.
- 3.3 Pole Star or the Service Provider shall aim to meet any start dates for the Services or delivery of Goods specified in the Order but any such dates shall be estimates only and time shall not be of the essence.
- 3.4 Any Open-Source Software provided by Pole Star may be used according to the Terms and Conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is". Such terms of any licence shall govern such use to the extent that they expressly supersede this agreement.

4 SERVICES

- 4.1 If at any time Pole Star learns that the Information is being used in an unauthorised manner (including usage for purposes other than the Purpose) or otherwise by someone other than a person authorised under the Contract, Pole Star may (or may permit any of its Service Providers to) suspend the Services and deactivate the Customer's access to the Information, with immediate effect.
- 4.2 Where the Customer accesses the Services Platform the Customer undertakes and warrants that it shall:
 - 4.2.1 not extract to permit any use of Data or trademarks registered to Pole Star or Pole Star's Service Providers or its Third Parties including without permit any onward resale of Data accessed to any third party without the express consent of Pole Star (excluding standard reports inherent to the Services);
 - 4.2.2 ensure that all access usernames and passwords are solely for individual use
 - 4.2.3 ensure all access passwords are kept secure in accordance with Clause 4.2.2 and disable any access to anyone acting in contravention or if Pole Star requests the Customer to do so;
 - 4.2.4 ensure that the Customer maintains a written, up to date list of anyone who accesses the Platform and provide such list to Pole Star's Service Provider upon request;
 - 4.2.5 permit Pole Star's Service Provider to audit the Customer to ensure that there is compliance with this Clause 4.2. If any audit reveals that any password has been provided in breach of the Agreement then without prejudice to Pole Star's Service Provider's rights the Customer shall disable any access to such individual and advise Pole Star's Service Provider promptly of the occurrence.

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- 4.3 The Customer agrees to indemnify Pole Star for any cost, expense, loss, fine including without limitation reasonable legal costs associated to Customer's breach of Clause 4.2. The Customer shall be responsible for all applicable charges billed to the Customer linked to the username and passwords provided howsoever incurred. Furthermore the Customer agrees to indemnify Pole Star against all charges and costs incurred in recovery of a debt in enforcing Pole Star's rights under Clause 4.3.
- 4.4 The Customer shall defend, indemnify and hold harmless Pole Star against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:
- (a) the Customer Content or any Customer Application associated to the Customer's use;
 - (b) the Customer's Marks; or
 - (c) the Customer's use of the Services and/or Documentation.
- 4.5 The Customer shall pay Fees for any usage of the Services over the Free Limit.
- 4.6 The Customer shall:
- 4.6.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - 4.6.2 co-operate with Pole Star and its Service Providers in all matters relating to the Services;
 - 4.6.3 provide Pole Star and its Service Providers with such information and materials as Pole Star and Pole Star's Service Providers may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 4.6.4 prepare the Customer's equipment for the supply of the Services;
 - 4.6.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 4.6.6 not use the Goods or Services for any activity which is, or may be, unlawful.
- 4.7 The Customer shall ensure it has the authority required (whether by applicable contracts, laws, rules or regulations) to enable Pole Star to act as its agent to provide the Services in respect of any assets and vessels which are the subject of the Contract, and for the purposes of accessing, obtaining, using, processing or transferring the Data provided to the Customer via the Services. THE CUSTOMER UNRESERVEDLY PROVIDES ITS AUTHORITY FOR POLE STAR TO TRACK VESSELS.
- 4.8 The Customer expressly provides their consent to Pole Star or its nominated third party to receive, hold, use and retain without restriction any Customer Content for the sole purposes of administering the Customer's account information, hosting a Customer Application or developing a Pole Star Application.
- 4.9 The Customer warrants and undertakes that all Goods and Services supplied by Pole Star to the Customer at no time shall the Customer be "dealing as a consumer" (as defined in section 12(3) of the Unfair Contract Terms Act 1977).

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5 POLE STAR RIGHTS AND OBLIGATIONS

5.1 Pole Star:

- 5.1.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or free from Virus or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 5.1.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.1.3 The Services shall, subject to this agreement, be provided to the Customer a Free Limit of use as stated in the Confirmation. If no Free Limit is stated under the Confirmation the Services shall be subject to reasonable usage as solely determined by Pole Star before incurring excess charges in addition to the Fees payable .
- 5.1.4 Pole Star will notify Customer if it encounters any material problem in providing the Services in respect of a Vessel.
- 5.1.5 Pole Star reserves the right to apply for an application for barring (which shall include a DB002 discretionary barring and/or a PMB003 mandatory bar) where airtime Fees remain outstanding after 90 days from the date of the invoice for land terminals or 180 days from the date of the invoice for marine terminals in accordance with the recommendations of the International Telecommunications Union.
- 5.1.6 The Customer acknowledges that once a request has been made by Pole Star for barring to the relevant land earth station (LES) and such request is agreed by the LES, the Customer will have 14 days' notice in case of maritime termination.
- 5.1.7 All additional costs incurred by Pole Star in the application for barring in clause 5.1 and all collection litigation or other expenses shall be reimbursed by the Customer to Pole Star.

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6 PRICES AND PAYMENT TERMS

- 6.1 Customer shall pay to Pole Star the Fees as stated in the Confirmation. The Fees are exclusive of all costs and Fees of packaging, insurance, transport of the Goods, import duties or allowances of any kind.
- 6.2 Pole Star reserves the right to:
- 6.2.1 increase its rates for the Fees for the Services, provided that such Fees cannot be increased more than once in any 12 month period. Pole Star will give the Customer written notice of any such increase 3 months before the proposed date of the increase.; and
- 6.3 Pole Star shall invoice the Customer at the time agreed in the Contract. If no time is set out in the Contract, Pole Star may issue the invoice at any time after the Contract has been formed and in most cases (determined at Pole Star's discretion) will invoice and require payment up front prior to delivery of the Goods or Services.
- 6.4 All invoices shall be sent via email unless the Customer specifically requests that invoices are sent by post (in which case Pole Star reserves the right to add an administration charge of £5 (or equivalent in the currency of the invoice) in addition to any postal Fees incurred by Pole Star .
- 6.5 Unless otherwise agreed in the Contract, payment of invoices shall be made in full and without any deduction or set off within 30 days of the date of the invoice. Time of payment shall be of essence of the Contract.
- 6.6 Where it is agreed by the Parties that payment may be made by debit or credit card, it is acknowledged that payment submitted to Pole Star shall be made:
- 6.6.1 within 30 days of issue; and
 - in full and in cleared funds in the currency and to a bank account specified in the invoice.
- 6.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Pole Star to the Customer, the Customer shall, on receipt of a valid VAT invoice from Pole Star, pay to Pole Star such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 6.8 Without limiting any other right or remedy of Pole Star, if the Customer fails to make any payment due to Pole Star under the Contract by the due date for payment (**Due Date**), Pole Star shall have the right to:
- 6.8.1 suspend any Services provided to the Customer;
 - 6.8.2 suspend delivery of any Goods due to be delivered to the Customer; and/or
 - 6.8.3 charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Barclays Bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

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7 CONFIDENTIAL INFORMATION

- 7.1 Save as otherwise set out in Clauses 7.2 and 7.3, each Party shall hold in confidence all Confidential Information of the other Party disclosed or made available to it by or on behalf of the other party and shall not, at any time during or after the term of the Contract, disclose such information to any third party.
- 7.2 Pole Star may disclose any Confidential Information of Customer to those of its officers, employees, professional advisers, parent or subsidiary companies, or agents or subcontractors as may be reasonably necessary or desirable in order to provide the Services provided that before any such disclosure, that party shall make such officers, employees, professional advisers, parent or subsidiary companies, or agents or subcontractors aware of its obligations of confidentiality under these Terms and Conditions and shall at all times procure compliance by those persons with them.
- 7.3 Each Party may disclose Confidential Information of the other Party to the extent that:
- (a) it is required to be disclosed by any Regulations or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, provided that the receiving Party shall use all reasonable endeavours, to the extent permitted by law:
 - (i) to give the disclosing Party as much written notice of the disclosure as it reasonably can to enable the other Party to seek a protective order or other action protecting the Confidential Information from disclosure;
 - (ii) to consult with the disclosing Party with a view to agreeing the timing and content of any such disclosure;
 - (b) the receiving Party can prove, using written records, the information was known to the receiving Party or in its possession before that information was acquired from the disclosing Party, or from some person on behalf of the disclosing Party;
 - (c) is in or enters the public domain through no wrongful default of the receiving Party or any person on its behalf, provided that this clause 7.3(c) shall only apply from the date that the relevant Confidential Information enters the public domain; or
 - (d) the receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence.
- 7.4 Subject to Clause 7.3 or where disclosure is required by any Regulations, court order or competent regulatory authority, a Party shall not, and shall procure that no member of that Party's group of companies shall, make public the details of the terms or the operation or circumstances of termination of the Contract without the other Party's prior written consent. This shall include not making any press or marketing statement without the other Party's written consent.
- 7.5 Notwithstanding any other provision of these Terms and Conditions if Pole Star is approached by Pole Star's Service Provider and/or the owner of a Vessel then Pole Star may disclose to such person the fact that Pole Star is providing the Services to Customer together with the identity of the Customer and the number of Vessels in relation to which the Customer uses the Services on the condition that the Pole Star's Service Provider or Vessel owner shall not disclose such information to a third party (other than any group company) and will treat such information confidentially.

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8 LIMITATION OF LIABILITY

- 8.1 Nothing in the Contract shall limit the liability of either Party for:
- (a) death or personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977);
 - (b) fraudulent misrepresentation; or
 - (c) any liability which cannot be excluded by law.
- 8.2 The warranties and Terms and Conditions stated in these Terms and Conditions are in lieu of all other Terms and Conditions, warranties or other terms that might be implied into or incorporated into the Contract whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 8.3 Except as provided herein, the Services and Goods are provided on an “as is”, “as available” basis without warranties, Terms and Conditions or representations of any kind and Pole Star does not warrant the accuracy, timeliness, completeness, adequacy, merchantability or fitness for a particular purpose of any Information contained in the Services. Pole Star shall not be liable to Customer or to any third party in respect of any actual or alleged error, inaccuracy, delay, inadequacy, merchantability or unfitness of the Information provided as part of the Services.
- 8.4 In performing its obligations under the Contract, Pole Star shall be entitled to rely upon any instructions, authorisations or approvals (verbal or written) provided to it or its subcontractors or agents by Customer or any person acting for or on behalf of Customer, and to the extent permitted by law Pole Star shall have no liability for breach of the Contract to the extent it has relied on the same.
- 8.5 To the extent permitted by law, Pole Star shall not be liable to Customer for:
- (a) any act, omission or inaccuracy of a Service Provider provided that Pole Star shall have undertaken steps for the relevant Pole Star’s Service Provider to remedy its failure;
 - (b) any special, indirect or consequential loss;
 - (c) any incidental, punitive and/or exemplary damages;
 - (d) loss of profits (whether direct or indirect);
 - (e) loss of business or business interruptions (whether direct or indirect);
 - (f) loss of anticipated savings or loss of revenues (in either case, whether direct or indirect);
 - (g) loss of reputation or goodwill (in either case, whether direct or indirect); and/or
 - (h) any other kind of economic loss.
- (collectively the “**Excluded Damages**”) howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if Pole Star has been advised of the possibility of or could have foreseen any of the Excluded Damages.
- 8.6 Subject to Clause 8.1, the total liability of Pole Star arising under or in connection with the Contract (whether in tort, including negligence, breach of contract, for breach of statutory duty or otherwise) shall be limited to the

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Fees paid by Customer to Pole Star in the twelve months immediately preceding the event giving rise to the claim

- 8.7 All warranties, representations, Terms and Conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;
- 8.8 Subject to Clause 8.1 Pole Star accepts no liability or responsibility in respect of its obligations under the Contract to any person that is not a party to the Contract.
- 8.9 The Parties expressly acknowledge and agree that having taken independent legal advice, the limitations upon the liability of Pole Star in this Clause 9 are in all respects fair and reasonable, reflect a duly considered allocation of risk between the Parties and are reflected in the Fees paid.

9 DATA PROTECTION

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 9.2 In this clause 9, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Pole Star is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Customer privacy and Personal Data within the meaning of the Data Protection Legislation is important to us. Customer agree that we may collect, store and use information about Customer in accordance with our Privacy Policy. Customer also agrees to be bound by the terms of our Privacy & Cookie Policy as set out in the Privacy Policy <https://www.polestarglobal.com/privacy-cookie-policy/>. Pole Star may, at any time on not less than 30 days' notice, revise the Privacy Notice by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 9.4 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Pole Star for the duration and purposes of this agreement.
- 9.5 Without prejudice to the generality of clause 9.1, Pole Star shall, in relation to any Personal Data processed in connection with the performance by the Customer of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Customer unless Pole Star is required by Applicable Laws to otherwise process that Personal Data. Where Pole Star is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Pole Star shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Pole Star from so notifying the Customer;

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- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or Pole Star has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Pole Star complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) Pole Star complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9.5.

9.6 The Customer does not consent to Pole Star appointing any third party processor of Personal Data under this agreement.

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10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges and agrees unless otherwise advised in writing to Pole Star that Pole Star may:
- 10.1.1 include the Customer's name or the Customer's Marks in a list of Pole Star's customers in any medium or in any link from the Platform to the Customer's website unless otherwise advised in writing; and
 - 10.1.2 refer to the Customer, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes.
- 10.2 Pole Star grants to the Customer a non-exclusive, non-transferable, non-assignable, revocable licence (with no right to sub-licence) to use and make available to Permitted Users during the term of the Contract the Information in accordance with the Contract Terms and Conditions, solely for the purpose of receiving and enjoying the benefit of the Services.
- 10.3 All Intellectual Property Rights in or arising out of, developed as a result of or in connection with the Goods and Services, Materials, Platform or a Pole Star Application (including the Information or any information or Data obtained, generated or provided) ("Integrated Information") shall be owned by Pole Star or Pole Star's Service Providers or its Third Party Partners (as applicable). The Customer shall not remove or deface any legends, restrictions, product identification, copyright, trade mark or other proprietary notices from the Information and/or any related documentation. When any Customer information is incorporated or developed by Pole Star or Pole Star's systems or technology, such information shall automatically become Pole Star's Intellectual Property. The Customer agrees that on demand it shall deliver up to Pole Star Integrated Information on demand on request including without limitation where that Integrated Information is contained within a vessel. Pole Star reserves all rights to access the vessel and seize any Integrated Information.
- 10.4 The Customer shall not or facilitate any third party to copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, transfer, sell, licence, lease, give, permanently retain, disseminate, broadcast, assign (whether directly or indirectly, by operation of law or otherwise), scan, disclose, make available or create derivative works from the Information or any portion thereof. Further, the Customer shall not create or store in electronic form any library or archive of the Information save that the Customer shall be entitled to retain one hard copy for archival, regulatory or compliance purposes. For the avoidance of doubt, in no circumstances shall the Customer be entitled to produce a commercial product derived from or incorporating the Information. Breach of this clause 11.8 shall be a material breach entitling Pole Star to recover all associated losses without limitation.
- 10.5 The Customer shall secure all forms of Information files to prevent access by unauthorised individuals or local area network users.
- (a) The Customer shall notify Pole Star promptly in writing of any suit or claim against the Customer relating to the Information;
 - (b) make no admission as to liability in respect to any such claim;
 - (c) allow the conduct, settlement, negotiation or litigation of any such claim to be solely handled by Pole Star; and
 - (d) co-operate reasonably with Pole Star, at its expense, in the defence of any such claim if requested to do so by Pole Star.

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- 10.6 Where Pole Star or any Pole Star Service Provider elects (as determined at Pole Star and/or any of Pole Star's Service Provider's absolute discretion) to defend the Customer from and against any third party claims based on infringement in UK of any ownership rights, trademark, patent right, copyright or trade secret as a result of the use of the Information in accordance with the Contract, the Customer shall permit Pole Star and any of Pole Star's Service Providers or Third party Partners (as directed by Pole Star) to defend, compromise or settle same and gives Pole Star and any such Pole Star Service Provider all available information, reasonable assistance and authority to enable Pole Star and any such Pole Star Service Provider to do so. If as the result of any claim of infringement against any ownership rights, patent, trademark, copyright, license, other property right or libel or defamation, Pole Star, Customer or any Pole Star Service Provider of the Information is enjoined from using or utilizing the Information or if Pole Star believes that the Information is likely to become the subject of a claim of infringement, Pole Star at its sole option and expense may procure the right for the Customer to continue to use the Information, replace or modify the Information so as to make it non-infringing. The foregoing states the entire liability of Pole Star with respect to any third party infringement claims.
- 10.7 The Customer acknowledges that in order to provide the Customer with a multi functioning service Pole Star uses partners as Third Party Providers, in respect of any third party Intellectual Property Rights in the Goods and Services, the Customer's use of any such Intellectual Property Rights may be conditional on Pole Star obtaining a written licence from the relevant licensor which shall be advised to the Customer from time to time.
- 10.1 Customer (or its licensors) shall own all Intellectual Property Rights in connection to the Services existing in:
- 10.1.1 Customer Content save that the Customer agrees expressly that any Customer Content incorporated into a Pole Star Application shall be exclusively owned by Pole Star; and
 - 10.1.2 a Customer Application (other than any Integrated Services Elements)
- 10.2 The Customer is solely responsible for the legality, reliability, integrity, accuracy and quality of the Customer Content and any Customer Application. The Customer agrees that Pole Star shall not be responsible for unsuccessful receipt or retention of any Customer Content including without limitation Customer Content received at shore. Furthermore Pole Star shall not provide any back up facility for Customer Content under any circumstances. Regular back-ups of Customer Content shall be solely the Customer's responsibility.
- 10.3 The Customer shall engage all Permitted Users on terms that include an assignment of all Intellectual Property Rights for any Pole Star Application to Pole Star and shall procure that such terms are adhered to.
- 10.4 The Customer hereby grants to Pole Star a non-exclusive, non-transferable right during the Term to carry out any acts that would otherwise be restricted by any of the Customer's Intellectual Property Rights in the Customer Content and all Applications for the sole purpose of enabling Pole Star to provide the Services to the Customer in accordance with this agreement.

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11 ANTI-BRIBERY AND SANCTIONS

11.1 Without prejudice to and in addition to Customer's obligations under these Terms and Conditions, Customer shall:

- 11.1.1 comply with all Regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and Modern Slavery Act 2015 (**Relevant Requirements**);
- 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance by it and the associated persons of that party (including all employees, agents, consultants and subcontractors) with the Relevant Requirements and clause 11.1.2 and will enforce them where appropriate;
- 11.1.4 promptly report to Pole Star any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract; and
- 11.1.5 provide such supporting evidence of compliance with this clause 11.1 as Pole Star may reasonably request from time to time.

11.2 The Customer shall

- 11.2.1 comply with all applicable laws, statutes and regulations relating to financial sanctions anywhere in the world including any guidance or regulations produced by the Financial Sanctions Unit of the Bank of England, the English Terrorism Act 2000 and the English Proceeds of Crime Act 2006 (the **Relevant Requirements**);
- 11.2.2 conduct due diligence against any Relevant Sanctions List (as defined below) on any person to whom the Customer is associated with in connection with the Contract;
- 11.2.3 not sell or supply Equipment or Pole Star Services to any person who is included on a Relevant Sanctions List or where it may be reasonably anticipated that the Equipment or Pole Star Services will ultimately be received by a person on a Relevant Sanctions List;
- 11.2.4 have and maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;
- 11.2.5 comply with any directions given by Pole Star concerning the supply of Equipment and/or Pole Star Services to any person, and;
- 11.2.6 immediately notify Pole Star (in writing) if a person associated with the Customer in connection with the Contract appears on any Relevant Sanctions List or any Equipment or Pole Star Services supplied to the Customer appears on a Relevant Control List (as defined below)

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11.3 For the purposes of this Clause 11:

- (a) whether a person is associated with another person shall be determined in accordance with the Bribery Act (and any guidance issued under the Bribery Act);
- (b) a person associated with Customer includes any subcontractor of the Customer;

11.4 **Relevant Sanctions List** shall mean any list of the names of individuals and entities of sanctions targets that has been prepared to assist with the prevention of targets accessing funds and dealing in property, including HM Treasury's Consolidated List, the United Kingdom Export Control Organisation's Iran List, the US Office of Foreign Assets Control List and any other sanctions list produced by the European Union, the United Nations or any other authority or regulatory body with jurisdiction in the Territory.

11.5 For the purposes of this Clause 11, the term **Relevant Control List** shall mean any list of goods or services that indicates controlled goods and services or those for which a licence or authorisation is required to export such goods or services in the Territory.

11.6 Pole Star does not operate as a regulator and shall not be responsible for monitoring or reporting on the compliance of vessels which use the Goods and/or receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations, for which the Customer shall be solely responsible. If Pole Star suspects or becomes aware of a breach of any such laws, it shall be entitled to immediately cease providing the Services, require the return of any Goods and report such breach (including by providing Personal Data) to any relevant government, regulatory or judicial body without liability to the Customer.

11.7 Breach of this clause 11 shall be deemed a material breach entitling Pole Star to terminate the Contract and claim damages.

12 TERMINATION

12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 12.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- 12.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

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- 12.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 12.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 12.1.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 12.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.1 to clause 12.1.12 (inclusive);
 - 12.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 12.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.2 Without limiting its other rights or remedies, either Party may terminate or suspend the supply of Services or the Contract or all further deliveries of Goods under the Contract or any other contract between the Customer and Pole Star:
- 12.2.1 by giving the other Party 3 calendar months' written notice.
- 12.3 Pole Star may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 30 days' of the due date for payment subject to Pole Star agreeing that there is a legitimate payment dispute in which the Parties shall aim to resolve within a further 30 days.
- 12.4 Without limiting its other rights or remedies, either Party may terminate or suspend the supply of Services or the Contract or all further deliveries of Goods under the Contract or any other contract between the Customer and Pole Star:
- 12.4.1 by giving the other Party 3 calendar months' written notice.
- 12.5 Pole Star may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 30 days' of the due date for payment subject to Pole Star agreeing that there is a legitimate payment dispute in which the Parties shall aim to resolve within a further 30 days.

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13 CONSEQUENCES OF TERMINATION

13.1 Upon termination:

- 13.1.1 Pole Star shall cease providing the Services to Customer as soon as reasonably practicable;
- 13.1.2 Customer shall promptly pay to Pole Star all outstanding amounts due to Pole Star under the Agreement (including any Fees for the period up to and including the effective date of termination);
- 13.1.3 All licences and rights granted to either Party under the Contract will automatically terminate; and
- 13.1.4 Upon request of the other Party, each Party shall destroy (at the other Party's option) all property belonging to the other Party then in its possession, including all Confidential Information, together with any copies and certify in writing to the other Party, the completion of this process. This obligation shall not apply to such Confidential Information that (a) the Party is required to retain by (i) law or regulation; (ii) for archival purposes or (b) is contained in automatically made computer back-ups.
- 13.1.5 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

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14 FORCE MAJEURE

- 14.1 Pole Star shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 14.2 If the Force Majeure Event prevents Pole Star from providing any of the Services and/or Goods for more than 3 weeks, Pole Star shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

15 GENERAL

15.1 Assignment and subcontracting

- 15.2 Pole Star may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract. Customer shall not sub-contract any of its obligations under the Contract without the prior written consent of Pole Star which shall not be unreasonably withheld.

15.3 Notices

- 15.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 15.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

15.4 Waiver

No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

15.5 Severance

- 15.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership or agency

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Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Amendments

15.8.1 Pole Star has the right to revise and amend these Terms and Conditions from time to time by giving not less than 30 days prior written notice of the same and providing such amended version of the Terms and Conditions to the Customer.

15.8.2 The Terms and Conditions shall be deemed to be automatically updated or amended in accordance with any such notice under clause 15.3 with effect from the date falling 30 days from the date that Pole Star gives the notice (or such other later date set out in the notice). Any update or amendment made under this clause 15.8.2 shall apply to Orders made both before and after the effective date of such update or amendment. The Supplier may give a notice under this clause
16.8.2 either by post or email.

15.9 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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APPENDIX A

Clause references set out in this Appendix A refer to Clause numbers within this Appendix A

Unless otherwise stated in the Definitions Section of this Appendix A it shall be interpreted in accordance with this Agreement.

DEEFINITIONS

End User means any individual of the Customer appointed with a username and a password to use the Reseller Product.

Reseller: Pole Star Space Applications Limited

Reseller Product means any Services incorporating the AIS data of our Third Party Partner, IHS GLOBAL LIMITED or its affiliates.

1. END USER AGREEMENT

- 1.1 End User is granted a nonexclusive, non-transferable license to use the Reseller Product for its internal business use only. End User may not copy, distribute, republish, transfer, sell, license, lease, give, disseminate in any form (including within its original cover), assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, publish on a network, or otherwise reproduce, disclose or make available to others, store in any retrieval system of any nature, create a database or create derivative works from the Reseller Product or any portion thereof.
- 1.2 Any information related to a third party company and/or personal data included in the Reseller Product, may be used by End User for the limited purpose of enquiring about the products and services of the companies/organizations listed therein. End User must comply with applicable data protection and privacy laws and regulations and hereby agrees to indemnify and hold Reseller and its third party data providers harmless against any costs, liabilities, damages arising out of End User's breach under such data protection and privacy laws and regulations. In particular, End User must not use information included in the Reseller Product (i) for any unlawful, harmful or offensive purpose; (ii) as a source for any kind of marketing or promotion activity; or (iii) for the purposes of compiling, confirming or amending its own database, directory or mailing list.

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- 1.3 End User may not permanently retain the Reseller Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. End User represents and warrants that - upon any expiration or termination of the End User agreement - End User immediately will: (x) discontinue all use of the Reseller Product; (y) destroy any items relating to the Reseller Product (including but not limited to data, software, and Documentation) and purge any Reseller Product data from all electronic media; and (z) upon request from Reseller provide written certification to Reseller that End User has complied with this paragraph.
- 1.4 End User must not remove any proprietary legends or markings, including copyright notices, on the Reseller Product. End User acknowledges that all data, material and information contained in the Reseller Product are and will remain the copyright property and confidential information of Reseller or its third party provider(s) and are protected and that no rights in any of such data, material and information are transferred to End User. End User will take any and all actions that may reasonably be required by Reseller or its third party data providers to protect such proprietary rights as owned by IHS, Reseller or either of their third party provider(s).
- 1.5 The Reseller Product is provided "AS IS" and "AS AVAILABLE". Neither Reseller nor its third party data providers warrant the completeness or accuracy of the data, material, third party advertisements or information as contained in the Product or that it will satisfy End User's requirements. Reseller and its third party data providers disclaim all other express or implied warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, Reseller and its third party data providers shall not be liable for any errors or omissions or any loss, damage or expense incurred by reliance on information, third party advertisements or any statement contained in the Reseller Product. End User assumes all risk in using the results of the Reseller Product.
- 1.6 These terms and conditions will be construed under the laws of England and Wales and any dispute or claim arising out of or in connection thereto shall be subject to the exclusive jurisdiction of the English Courts. End User agrees to comply with all US Export laws and regulations and hold Reseller and its third party data providers harmless for its failure to properly do so. The Parties will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery.
- 1.7 The Reseller Product supplied herein is subject to these terms and conditions only, to the exclusion of any other terms which would otherwise be implied by trade, custom, practice or course of dealing. Nothing contained in any End User -issued purchase order, End User's acknowledgement, End User's terms and conditions or invoice will in any way modify or add any additional terms to these terms and conditions. Reseller reserves the right to amend these terms and conditions from time to time.]

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APPENDIX B GOODS

Appendix B applies where Goods are sold to the Customer. This Appendix B shall be supplementary and subject to the Terms and Conditions of the Agreement.

DEFINITIONS

Goods: goods (or any part of them) (including items of hardware) as set out in the Confirmation.

Goods Specification: any specification for the Goods that is agreed in writing by the Customer and Pole Star.

TERMS AND CONDITIONS FOR GOODS

- 1 Pole Star warrants that the Goods it supplies will be free from defect (to the industry standard) under normal use for a period of two years (730 days) with the exception of batteries and Globalstar SmartOne which carry a one year (365 Day) warranty.
- 2 The warranty does not apply to defects arising from accident, misuse, abuse, neglect, unauthorised alteration or repair and improper installation. The maximum amount of any claim in contract and tort shall be limited to the original sale price of the Goods.
- 3 Pole Star shall deliver or make available for collection the Goods to the location set out in the Confirmation or such other location as the parties may agree (**Delivery**). Risk passes to the Customer upon Delivery of the Goods. Title of the Goods passes to the Customer upon Pole Star's receipt of cleared funds in full payment of the Goods.
- 4 In the event of a suspected malfunction, Pole Star shall undertake such investigations as they deem necessary in order to establish the validity of the claim.
- 5 Goods replaced under warranty shall have a warranty of 3 months (90 days), or the balance of the original warranty period, whichever is longer.
- 6 The Customer shall indemnify Pole Star against any cost, loss or expense, damage where it is:
 - a. unfit for the Customer's unspecified purpose ;
 - b. as a result of a Customer failure to accept or take delivery of Goods within 7 days of Pole Star notifying the Customer that the Goods are ready
 - c. incompatible with the Customer's own equipment and/or other third party systems that the Customer operates which causes damage or loss;
 - d. vessels being unavailable for installation;
 - e. Customer failing to act in a timely manner or co-operating with Pole Star.
 - f. property damage, death or personal injury to an employee or Pole Star representative as a result of the Customer's negligence.
- 7 Pole Star may increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Pole Star that is due to:
 - (a) any factor beyond the control of Pole Star (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

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- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Pole Star adequate or accurate information or instructions in respect of the Goods.

END OF DOCUMENT