

**TRITAN INTERNATIONAL**  
**MASTER SOFTWARE & SERVICES AGREEMENT**

TRITAN provides a variety of software and services solutions for the maritime industry ("**Solutions**"). The Solutions include software and services designed to assist clients with the operation of a fleet of maritime vessels. Client operates a fleet of maritime vessels (each a "**Vessel**") and such operations require the Client to support and provide certain services to onboard and shoreside personnel as well as to monitor, record and process certain operational, compliance and management information related to operation of the maritime vessels and to the provision of the related services ("**Client Operations**"). Client Operations are conducted both onboard the Client's vessels by onboard personnel and shoreside by personnel at various shoreside facilities. Throughout the Term, as defined in Section 5 of the General Terms, of this Master Agreement, TRITAN and Client may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

This Master Agreement sets forth the terms and conditions under which TRITAN will make the Solutions available to Client, and will serve as the controlling document under which Client and Client's Affiliates may license software and procure services from TRITAN by entering into one or more appropriate order, statement of work, work order, purchase order, or other mutually agreeable document entered into by the parties and expressly incorporating this Master Agreement (each an "**Order**"). To the extent conflicts or inconsistencies exist between this Master Agreement and an Order, the provisions of this Master Agreement shall govern and control.

License Grant. Subject to the <<**License Terms**>> and the <<**Terms and Conditions**>>, both appearing below, TRITAN grants Client a worldwide, non-exclusive, non-sublicensable, non-transferable license to allow Client's Authorized Users to use the Software incorporated in the Solutions identified in the applicable Order solely for Client's internal business purposes.

Software Support and Maintenance. Subject to the <<**Software Support Terms**>> and the <<**Terms and Conditions**>>, both appearing below, TRITAN will provide the Software Support and Maintenance Services ("**Software Support Services**") for the Software incorporated in the Solutions as identified in the applicable Order.

Hosting and Data Management. Subject to the <<**Hosting Terms**>> and the <<**Terms and Conditions**>>, both appearing below, TRITAN will provide the Hosting and Data Management Services ("**Data Services**") for the Solutions as identified in the applicable Order.

Data Processing. Certain data processing services are required as part of the Solutions, including, but not limited to, the processing of the Personal Data ("**Data Processing Services**"). Subject to the <<**Terms and Conditions**>>, TRITAN will provide the Data Processing Services required for the Solutions identified in the Order.

Medical Support Services. Client may require the provision of certain Medical Support Services ("**Medical Support Services**"). Subject to the <<**Medical Support Services Terms**>> and the <<**Terms and Conditions**>>, both appearing below, TRITAN will provide the Medical Support Services required for the Solutions identified in the Order.

Professional Services. Client may require the provision of certain Professional Services ("**Professional Services**"). Subject to the <<**Professional Services Terms**>> and the <<**Terms and Conditions**>>, both appearing below, TRITAN will provide the Professional Services required for the Solutions identified in the Order.

Consideration. Client shall pay TRITAN all fees ("**Fees**") set forth in this Master Agreement and applicable Orders without offset or deduction, including, but not limited to the Software License Fees, the Software Support and Maintenance Fees, the Hosting and Data Management Fees, the Data Processing Fees, the Medical Support Services Fees, Professional Services Fees, the Supplemental Services Fees and any applicable expense reimbursements as provided for in the <<**Payment Terms**>> appearing below.

Definitions. All capitalized terms used but not otherwise defined in this Master Agreement shall have the meaning set forth in the <<**Definitions**>>, appearing below, or in the Order (the "**Definitions**").

## <<GENERAL TERMS>>

### **1. RELATIONSHIP STRUCTURE AND MANAGEMENT**

- 1.1 Project Executive. Each Party shall designate a senior level individual who will be authorized to act as the primary contact for that Party and who will have authority to make decisions for the Party for any actions taken or decisions made in the ordinary course of operations (each a "**Project Executive**"). The Project Executive for each Party will be designated in the Master Agreement. Each Project Executive may designate in writing other individuals to serve as points of contact for each Order, and the Project Executives will be identified in writing on each Order.
- 1.2 Governance Committee. Promptly following execution of each Order and when applicable, the Parties will appoint a committee (the "**Governance Committee**"), made up of a number representatives from each Party (inclusive of, but not limited to, each Party's Project Executive). The Governance Committee will be responsible for monitoring the progress of efforts under the applicable Order, for monitoring the success of the relationship between the Parties, and for undertaking of joint objectives pursuant to this Master Agreement. The Governance Committee will also be responsible for initial efforts to resolve any disputes or disagreements arising under or related to this Master Agreement.
- 1.3 Client Cooperation. Client understands and agrees that its cooperation is required for the timely delivery of the Solutions. Client will, to the extent required: (a) provide TRITAN with any necessary resources required to fulfill an Order, (b) provide TRITAN with any necessary and reasonable access to Client's personnel, materials, systems, facilities or data, (c) cause the appropriate personnel to reasonably cooperate with TRITAN as required for TRITAN to provide the Solutions, (d) abide by the terms and conditions of this Master Agreement, and (e) make all undisputed payments when due.
- 1.4 Use by Affiliates. Client's Affiliates may license Software or procure Services from TRITAN by executing an Order in the same manner as the Client. When one of Client's Affiliates is licensing Software or procuring Services pursuant to an Order, all references in this Master Agreement, including references in the relevant Order, to "**Client**" shall also refer to such Affiliate.
- 1.5 Use by Authorized Users. Client is responsible for ensuring each Authorized User's and each Client Location's compliance with the terms and conditions of this Master Agreement and all applicable national, state, and local laws, rules and regulations, including, but not limited to, compliance with, where applicable, HIPAA, the HITECH Act and GDPR.

### **2. NO DELEGATION OF RESPONSIBILITIES**

- 2.1 Client acknowledges and agrees that the Solutions are not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the judgment of Client and/or Authorized Users, and Client shall have full responsibility for its business activities, and the actions or inactions of its employees, contractors, affiliates and clientele when performing those business activities, including, but not limited to, providing incident management, medical care, or financial assessments (together the "**Business Actions**"). Any reliance by Client's employees, contractors, affiliates and clientele on the Solutions in conjunction with their Business Actions shall not diminish Client's responsibility for its Business Actions.
- 2.2 The Solutions are not designed, intended, or authorized for use in any lifesaving or life sustaining systems, or for any other application in which the failure of the Solutions could create a situation where personal injury or death may occur. Should Client or any of its Authorized Users use the Solutions for any such unintended or unauthorized use, Client shall indemnify and hold TRITAN and its shareholders, officers, subsidiaries and affiliates harmless from and against all claims, costs, damages, and expenses, and reasonable attorneys' fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use of the Solutions, even if such claim alleges that TRITAN was negligent regarding the design or manufacture of the Software.
- 2.3 Acceptable Use Policy. Client shall have the sole responsibility to set usage/privacy guidelines for persons that may use or access the Software and/or Services on behalf of Client. TRITAN will notify Client, when required, of complaints received by TRITAN regarding an alleged violation of a usage or privacy policies. In such event, Client agrees that it will reasonably investigate all such complaints and take action necessary to remedy any violation consistent with the manner prescribed within usage or privacy policies and applicable law. TRITAN may communicate with Client's Project Executive regarding any such alleged violations. Client and each Affiliate shall post or make known its usage and privacy policies to employees, agents, representatives and contractors. Notwithstanding the foregoing, TRITAN shall be allowed to take appropriate action (e.g. suspension of Service or access to Software, only to the extent necessary to deal with a usage or privacy violation) upon as much advance notice as is practicable under the circumstances in the event TRITAN experiences a usage or privacy violation or if there is a threat which will materially and adversely affect the TRITAN Network.

### 3. NON-CLIENT DATA

- 3.1 Client agrees that as a result of Client's, its Affiliates' and their Authorized Users' use of the Solutions, TRITAN will collect data and information related to the Authorized Users' use or TRITAN's provision of the Solutions (the "**TRITAN Data**"). TRITAN shall be the exclusive owner of all TRITAN Data. Client acknowledges and agrees that, subject to all applicable privacy laws, TRITAN Data may be used by TRITAN in an aggregated and anonymized manner for any purpose, including, but not limited to, compiling statistical and performance information related to the provision and operation of the Solutions.

### 4. ORDERS/CHANGE MANAGEMENT

#### 4.1 New Work.

- (a) Requests. Client shall submit all requests for new Solutions, Software, or Services in writing to TRITAN. Upon receipt of such requests, TRITAN shall issue a written Order for the work, each of which shall include the Solutions, Software or Services requested as well as the terms, requirements, and associated Fees for the requested Solutions, Software or Services.
- (b) The Parties will endeavor to agree upon the terms for such Order and execute the Order within thirty (30) days of the date from which TRITAN provides the Order to Client. Unless mutually extended by the Parties, any Order not signed within thirty (30) days shall be void. If an Order is rejected, all other existing Orders and this Master Agreement shall continue in full force and effect without the work covered by the Order.

#### 4.2 Change Management.

- (a) Change Request Procedure. Either Party ("**Requester**") may request changes to an Order by submitting to the other Party ("**Recipient**") a written description of the requested change ("**Change Request**"). The Change Request shall contain sufficient detail for the Recipient to analyze and assess the change. Within fifteen (15) business days of receipt of a written Change Request, the Recipient will provide a written response to the Requester indicating the Recipient's acceptance of, modification to, or rejection of the Change Request.
- (b) Approval of Change Request. All Change Requests are subject to approval in writing by both Parties and may require either a new Order or an amendment to an existing Order, depending on the scope of the changes.
- 4.3 Changes to Standards and Policies. Changes to standards, policies, practices, procedures or controls to be utilized by the Parties will be made in accordance with established Change Management processes and shall be delivered and acknowledged in writing as set forth in this Master Agreement. Notwithstanding the foregoing, the Parties will not request changes that would be reasonably expected to (a) adversely impact the Solutions in a material manner or (b) compromise the security of Client's data.

### 5. TERM AND TERMINATION

- 5.1 Term. The initial term of this Master Agreement begins on the effective date set out in an Order ("**Effective Date**") and, unless otherwise stated on an Order or terminated earlier pursuant to any provision of this Master Agreement, will continue in effect for five (5) years (the "**Initial Term**"). This Master Agreement will automatically renew for additional, successive two (2) year terms unless either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Client and TRITAN shall use reasonable best efforts to extend the Term, when applicable.
- 5.2 Termination of Agreement. In addition to any other express termination right set forth in this Master Agreement:
- (a) TRITAN may terminate this Master Agreement, including any then active Orders, effective on written notice to Client, if Client fails to pay any amount when due hereunder, and such failure continues more than twenty (20) business days after TRITAN's delivery of written notice thereof to Client;
- (b) Either Party may terminate this Master Agreement, including any then active Orders, effective on written notice to the other Party, if the other Party materially breaches this Master Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (c) Either Party may terminate this Master Agreement, including any then active Orders, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 5.3 Extending Cure Periods. Consent to extend a cure period under this Section shall not be unreasonably withheld by either Party, so long as the breaching Party has commenced good faith efforts to cure the breach during the sixty (60) day notice period.
- 5.4 Effect of Termination. In the event of expiration or termination of this Master Agreement or one or more Orders for any reason, the duties and obligations of the Parties to each other shall end, other than (a) those duties and obligations which accrued prior to the date of expiration or termination hereof; (b) those terms of this Master Agreement or the applicable Orders which, by their nature, extend beyond expiration or termination; and (c) Client's obligation to pay any outstanding amounts due to TRITAN, unless subject of a bona fide dispute. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating the Master Agreement under its terms.

Except as provided in Section 5.5 of these General Terms, in which case the provisions of this Section shall apply immediately upon expiration or termination of the Data Transition Period, upon termination of this Master Agreement, Client shall immediately cease all use of the Software, Documentation, and other TRITAN Confidential Information, and shall delete and/or return all such items to TRITAN.

- 5.5 Return of Data. Upon termination of this Master Agreement, and at the Client's request, TRITAN shall either destroy or return to Client all Client data in TRITAN's possession or control, and shall, upon request, provide all reasonable cooperation to transfer Client data to Client or a vendor that replaces TRITAN for Client (the "**Data Transition**"). TRITAN's obligations under this Section are conditioned on; (a) TRITAN receiving written request from Client to implement this Section; and (b) Client paying TRITAN in full for any Software provided or Service rendered during the Term, unless subject of a bona fide dispute, and (c) Client paying TRITAN, at the Supplemental Services rates set forth in <<**Payment Terms**>>, for its efforts to assist in such Data Transition. To facilitate the Data Transition, TRITAN shall provide all data, where applicable, in the following formats; (a) an established ANSI-approved standard or applicable protocol; (b) PDF format for scanned documents; and (c) .JPEG format for stored images, unless an alternate format has been agreed to in writing by both Parties. Upon a Termination, TRITAN shall provide Services under this Section (the "**Data Transition Period**") until the earlier of (a) written notice of completion and receipt of data by the Client or; (b) one hundred and twenty (120) days from the date of Termination of the Master Agreement which will effectively end the Data Transition Period. If a termination is due to a breach by either Party, the other Party agrees that the Breaching Party will not be deemed in continuing breach during the Data Transition Period described in this Section. TRITAN shall provide transition services to Client, if requested, that include, without limitation, de-installation of the Software; off-hours support; assistance in aiding a new vendor by answering questions; and such other services as are reasonably requested. TRITAN shall be paid its standard hourly Supplemental Services rates for providing transition services. If necessary, Client may continue use of the Software and Services as required to assist with a transition if Client pays for any additional use and demonstrates good faith in its transition efforts.
- 5.6 Survival. All provisions of this Master Agreement which by their terms are anticipated to survive the expiration or termination of this Master Agreement shall survive such expiration or termination until fully performed.

## 6. CONFIDENTIAL INFORMATION

- 6.1 Confidential Information. In connection with this Master Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations.
- 6.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Master Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Master Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third-party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 6.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Master Agreement;
  - (b) except as may be permitted by this Master Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Master Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations with the Receiving Party or its Subcontractors that are at least as protective of the Confidential Information as the terms set forth in this Section;
  - (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and
  - (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and
  - (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 6.4 Notwithstanding any other provisions of this Master Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.
- 6.5 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential

Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 6.3 of these General Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

## **7. DATA PROTECTION**

- 7.1 The Parties shall comply with the data processing agreement available at <https://www.ideagen.com/data-processing-agreement>.
- 7.2 Where the US Health Insurance Portability and Accountability Act ("HIPAA") and/or the EU Standard Contractual Clauses ("SCC") are applicable, the Parties shall agree and sign the supporting agreement(s).

## **8. INTELLECTUAL PROPERTY OWNERSHIP**

- 8.1 Software, Documentation, Deliverables. Client acknowledges that, as between Client and TRITAN, TRITAN owns all right, title, and interest, including all Intellectual Property Rights, in and to the Solutions, Software, Documentation, Services and Deliverables. Nothing in this Master Agreement grants Client any right, title, interest or ownership to any of TRITAN's Intellectual Property Rights. For the avoidance of doubt, should Client request TRITAN develop a new feature or functionality for the Solutions, all rights in and to such new feature or functionality (including, but not limited to Deliverables) remain with TRITAN and TRITAN shall be free to use such feature or functionality as part of the Solutions, without any compensation to Client, even if Client requested the new feature or functionality.
- 8.2 Pre-existing Work.
- (a) By TRITAN. TRITAN will continue to own all rights in any computer code or other materials developed or obtained outside of the scope of this Master Agreement ("**Pre-existing Work**"). Notwithstanding anything to the contrary, Client shall have the right during the Term to access and use all Interfaces and other Deliverables created by TRITAN pursuant to the terms of this Master Agreement.
  - (b) By Client. Client will continue to own all rights in any materials it developed or otherwise obtained outside of the scope of this Master Agreement and that it owned and or created prior to execution hereof. Notwithstanding anything to the contrary, TRITAN shall, to the extent necessary, have the right during the Term to access and use all materials owned or licensed by Client that are necessary for TRITAN to perform its obligations under this Master Agreement, subject to the terms and conditions of this Master Agreement.
- 8.3 Retention. Client acknowledges that TRITAN provides similar Solutions, Software and Services to other Clients and that nothing in this Master Agreement will be construed to prevent TRITAN from carrying on such business. Nothing in this Master Agreement will allow Client to distribute, disclose or create derivative works of the Solutions, Software, the Documentation, the Services, the Deliverables, or TRITAN's Confidential Information as such term is defined in this Section.

## **9. REGULATORY ACCESS**

- 9.1 To the extent required by law, until (a) the expiration of two (2) years after the furnishing of any Services or Software pursuant to this Master Agreement; or (b) such other time period mandated by any applicable law, rules or regulations, TRITAN will make available, upon the written request of a recognized government with presiding jurisdiction over TRITAN or Client, or any of their duly authorized representatives, copies of this Master Agreement and any books, documents, records and other data of TRITAN that are necessary to certify the nature and extent of costs incurred by Client for such services. To the extent required by applicable law, TRITAN will cause any Subcontractors to agree to the same requirements as set-forth immediately above.

## **10. SUBSTANCE OF COMMUNICATIONS**

- 10.1 TRITAN shall have no liability or responsibility for the substance of any communications transmitted by Client via the Solutions, and Client shall defend, indemnify and hold TRITAN harmless from any and all claims (including claims by governmental entities) related to such content and/or communications. TRITAN provides only access to the Software and Service; TRITAN does not operate or control the information, opinions or other substance created by Client or its Authorized Users, and TRITAN accepts no liability for such items.

## **11. NETWORK SECURITY**

- 11.1 To the extent that it is given access to Client systems in order to fulfill its obligations hereunder, TRITAN will be subject to Client's network security policy, which is as follows as of the date hereof (but subject to change upon prior notice to TRITAN). TRITAN will have access to Client systems through Client designated user-ids and passwords only. TRITAN shall notify Client immediately of user terminations or

changes in job functions so that access privileges can be modified by Client accordingly. TRITAN is responsible for all use of and access to the Client network system by its employees and permitted Subcontractors, and Client maintains the right to monitor all user activity and revoke access due to noncompliance to its security policies. It is agreed by TRITAN that the Client network security policy will only allow authorized users access and will deny all unauthorized access. TRITAN servers are protected by an industry standard firewall. Additionally, the security policy mandates presence of industry standard Antivirus software on every desktop. To the extent Client requires TRITAN to implement different firewall or antivirus software for the Services, TRITAN will implement the same, upon mutual agreement between Client and TRITAN for the additional cost. TRITAN will perform any upgrades required, if and when required for the applicable Services being provided. TRITAN must notify Client immediately upon its knowledge of any security breaches including, but not limited to, unauthorized access and virus infections. TRITAN will permit Client to do the same. In case there is any non-compliance of the terms hereof, the same will be rectified by TRITAN at TRITAN's cost.

## **12. AUDIT**

12.1 TRITAN shall keep accurate and complete records of all matters relevant to or as required by this Master Agreement. Client or its duly authorized representative shall have continuing access to inspect TRITAN's relevant books and records at any reasonable time or times upon prior notice to TRITAN in order: (a) to verify the amounts invoiced by TRITAN hereunder; and (b) to insure compliance by TRITAN with its obligations hereunder. If any inspection reveals an overpayment by Client TRITAN shall promptly reimburse to Client, the overpayment amount. Client's rights referred to above shall be exercised at the discretion of Client.

## **13. INSURANCE**

13.1 TRITAN agrees to obtain and maintain, at its own expense: (a) Worker's Compensation/ Employer's Liability insurance covering its employees; (b) Commercial General Liability insurance including contractual liability and for bodily injury and property damage for at least \$1,000,000 on a per occurrence basis covering claims arising out of or in connection with TRITAN's operations or the actions of its employees and independent contractors. Said policy shall also cover cyber liability arising from doing business on the web including coverage for corruption and loss or theft of data. The insurance coverage required shall be placed with an insurance company or companies that have a rating equivalent to a current A. M. Best Company guide of A- or better. TRITAN shall furnish Client a certificate of insurance, evidencing the coverage described herein, upon written request by the Client.

## **14. LIMITED WARRANTIES AND WARRANTY DISCLAIMER**

14.1 Software Warranty. Unless otherwise stated in an Order, TRITAN represents and warrants to Client that the Software will operate materially in accordance with its specifications and the terms of this Master Agreement, for so long as TRITAN provides both Software Support Services (under <<**Software Support Terms**>>) and Hosting & Data Management (under <<**Hosting Terms**>>). Upon any expiration, termination or suspension of the Software Support Services and/or Hosting & Data Management, this warranty shall end, and thereafter TRITAN makes no warranties, disclaims and excludes all representations, warranties and conditions related to the Solutions. If TRITAN repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Client's receipt of the repair or replacement. The remedies set forth in this Section shall be Client's sole remedies and TRITAN's sole liability under the warranties set forth herein.

14.2 Service(s) Warranty. TRITAN warrants to Client that the Services will be performed in accordance with their respective documentation and in a professional and workmanlike manner by experienced, trained individuals and in accordance with prevailing industry practices and standards that generally are applicable to such Services. TRITAN's sole obligation and Client's sole remedy in the event of breach of this warranty is that TRITAN will promptly re-perform any Service not in compliance with the above warranty, provided that Client notifies TRITAN in writing of such noncompliance within a reasonable time after the applicable Service is performed, not to exceed thirty (30) days.

14.3 Exceptions. The warranties set forth in this Section. do not apply and become null and void if Client breaches any material provision of this Master Agreement, or if Client, any Authorized User, or any other person provided access to the Software by Client or any Authorized User, whether or not in violation of this Master Agreement: (a) installs or uses the Software or Services on or in connection with any hardware or software not specified for use with the Software or Services; (b) modifies or damages the Software; or (c) misuses the Software, including any use of the Software other than as specified in the this Master Agreement, the Order or the Documentation.

14.4 Third-Party Services. TRITAN makes certain services (the "**Third Party Services**") available to Client as a convenience. The Third Party Services are provided by independent vendors ("**Third Party Vendors**") and not by TRITAN. Except for payment for the Third Party Services addressed in this Master Agreement and the Order, the provision of the Third Party Services by the Third Party Vendor and the exchange of any data between the Client and the Third Party Vendor is solely between the Client and the Third Party Vendor. It is the Client's responsibility to obtain from the Third Party Vendor any additional documentation the Client determines is necessary or desirable. TRITAN does not endorse, is not responsible for, and makes no representation or warranty with respect to the Third Party Vendor or the Third Party Services, and TRITAN is not responsible for or liable for such Third Party Services.

14.5 Disclaimer. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN THIS SECTION 14 OF THE GENERAL TERMS, THE SOFTWARE

AND SERVICES ARE PROVIDED "AS IS" AND TRITAN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TRITAN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TRITAN MAKES NO WARRANTY OF ANY KIND THAT THE SOLUTIONS, SOFTWARE, SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. TRITAN WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD-PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CLIENT BY TRITAN, EXCEPT AS PROVIDED BY THE THIRD-PARTY TO TRITAN, WHICH WARRANTIES SHALL BE MADE AVAILABLE TO CLIENT HEREUNDER.

## 15. INDEMNIFICATION

15.1 Mutual. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, and its officers, directors, employees, affiliates, successors and assigns (the "**Indemnified Parties**") from and against, any and all claims, liabilities, costs, damages and/or expenses of any kind including, without limitation, court costs and reasonable attorneys' fees, (collectively "**Losses**") asserted by third-parties and arising out of or in connection with any grossly negligent or willful acts or omissions of the Indemnifying Party or its employees, independent contractors and/or agents in violation of this Master Agreement.

15.2 By TRITAN.

- (a) Indemnification. TRITAN shall defend, indemnify, and hold harmless Client from and against any and all Losses incurred by Client and resulting from any third-party claim, suit, action or proceeding ("**Third-Party Claim**") alleging that the Software or Services, or any use of the Software or Services in accordance with this Master Agreement, infringe or misappropriate such third-party's US Intellectual Property Rights.
- (b) Anticipated Claims. If a Third Party Claim based on Intellectual Property Rights is made or appears possible, as determined in TRITAN's sole discretion, TRITAN shall have the right to (a) modify or replace the Software, Documentation, or any component or part thereof, to make it non-infringing while retaining as closely as possible the original functionality, or (b) obtain the right for Client to continue to use such Software, Documentation, or any component or part thereof. If TRITAN determines that neither of these alternatives is reasonably available, TRITAN may terminate this Master Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.
- (c) Exceptions. TRITAN will not have any indemnification obligations to the extent that the alleged infringement arises from: (a) use of the Software or Services other than as permitted and provided for in this Master Agreement; (b) use of the Software or Services in combination with data, software, hardware, equipment, or technology not provided by TRITAN or authorized by TRITAN in writing; (c) modifications to the Software not made by TRITAN; (d) use of any version of the Software other than the most current version of the Software delivered to Client; or (e) third-party products or services.
- (d) Sole Remedy. THIS SECTION 15.2 SETS FORTH CLIENT'S SOLE REMEDIES AND TRITAN'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED THIRD-PARTY CLAIMS THAT THE SOFTWARE OR SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

15.3 By Client. Client shall defend, indemnify, and hold harmless TRITAN from and against any and all Losses incurred by TRITAN and resulting from any Third Party Claim based on Client's, or any Authorized User's: (a) use of the Software or Services other than as permitted or provided for in this Master Agreement; (b) use of the Software or Services in combination with data, software, hardware, equipment or technology not provided by TRITAN or authorized by TRITAN in writing; (c) modifications to the Software not made by TRITAN; or (d) use of any version of the Software other than the most current version of the Software delivered to Client.

15.4 Procedures. To receive the foregoing indemnities, the Indemnified Party shall promptly notify the Indemnifying Party in writing of a claim or suit and provide reasonable cooperation (at the Indemnifying Party's expense) and grant the Indemnifying Party the sole and full authority to defend the claim or suit; provided, however, the Indemnified Party may participate in the defense of such claim or suit at its expense. The Indemnifying Party shall have no obligation to indemnify the Indemnified Party under any settlement made without the Indemnifying Party's written consent (which shall not be unreasonably withheld). Each Party will promptly communicate to the other any offer received by or proposed to be made in settlement of any claim, matter or action that is subject to indemnification under this Section 15.4, and each Party will promptly and reasonably consider any such settlement offer or proposal that the other Party desires to accept or make.

15.5 Settlements. The Indemnifying Party may not settle any Third-Party Claim against the Indemnified Party without consent unless such settlement completely and forever releases the Indemnified Party from all liability with respect to such Third-Party Claim or unless the Indemnified Party consents to such settlement.

## 16. LIMITATIONS OF LIABILITY

16.1 WAIVER. IN NO EVENT WILL TRITAN 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 TRITAN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

16.2 MONETARY CAP. IN NO EVENT WILL TRITAN'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 AN AMOUNT EQUAL TO THAT ACTUALLY PAID BY CLIENT TO TRITAN FOR THE SOFTWARE AND/OR SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSIONS GIVING RISE TO THE CLAIM, LESS ANY CREDITS RECEIVED BY CLIENT FROM TRITAN DURING THE SAME TIME PERIOD.

16.3 Exclusions. The limitations and exclusions set forth in Section 16.1 and 16.2 of these General Terms, do not apply to the extent any such damage or liability results from (a) the gross negligence or intentional tortuous conduct of a Party; (b) violation of TRITAN's Intellectual Property rights; (c) indemnification by a Party pursuant to Section 15 of these General Terms; or (d) obligations to pay Fees.

## 17. DISPUTE RESOLUTION

17.1 Escalation & Mediation. If a dispute arises between Client and TRITAN which cannot be resolved in the normal course, then either Party may activate the following dispute resolution procedures: The Parties' respective Project Executives shall meet to resolve the dispute. If they do not resolve the dispute within twenty (20) business days, the issue shall be escalated to the Governance Committee, which shall have thirty (30) days to resolve the dispute. If the dispute has not been resolved within that thirty (30) day period, the issue shall be resolved through mediation. The Parties agree to select a mutually agreeable, neutral third-party to serve as a certified mediator. The mediation will take place in Limassol, Cyprus and the language of the mediation shall be English. The Mediation Agreement referred to in the mediation procedure shall be governed and construed and take effect in accordance with the laws of Cyprus. Except as may be required by law, neither a party nor the mediators may disclose the existence, content or results of any mediation without the prior written consent of both parties. The mediator will have no authority to award punitive damages, consequential damages, or liquidated damages, or any damages exceeding the limitations set forth in this Master Agreement.

17.2 Costs and Subsequent Arbitration. Costs and fees associated with the mediation shall be shared equally by the Parties. If the Parties are unable to agree upon a mediator, they will engage a professional mediation service to select a mediator. If the Parties are not able to resolve the matter through mediation within sixty (60) days of selection of a mediator, then the parties will submit the dispute to binding arbitration in accordance with the International Commercial Arbitration Law 101/1987 of Cyprus.

17.3 Right to Withhold Payment. In the ordinary course of business, the Parties may encounter disputes about invoices. In the event of a bona fide good faith dispute regarding an amount invoiced by TRITAN, Client may withhold payment, without penalty, provided that (a) Client provides prompt, detailed written notice of the dispute at least (5) five calendar days prior to the payment due date; (b) Client cooperates with TRITAN in the investigation and analysis of the dispute; (c) Client pays all undisputed amounts not directly related to the dispute in a timely manner; and (d) promptly upon resolution of the dispute, Client pays to TRITAN any remaining amounts due. In the event Client withholds payment in violation of this Section, or for any reason other than an invoice dispute, TRITAN shall have the right, without penalty, to charge Late Fees in accordance with the <<Payment Terms>> on any unpaid amounts, initiate its rights under this Section 16 of these General Terms and/or declare this Master Agreement in default.

## 18. MISCELLANEOUS

18.1 Notices. All notices or communications permitted or required under this Master Agreement ("**Notice**") must be in writing. Notice to TRITAN should be addressed to the Legal Department at the group headquarters, Ideagen, One Mere Way, Ruddington, Nottingham, NG11 6JS; Email: [legals@ideagen.com](mailto:legals@ideagen.com). Notices to Client should be addressed to the name and address set forth in the Order. Either Party may update its address by written notice in accordance with this provision. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission and a copy sent via First Class Mail on the same day). Notices are effective upon confirmation of receipt or refusal of delivery by the receiving Party.

18.2 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Master Agreement, for any failure or delay in performing its obligations under this Master Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, hurricane, explosion, war, terrorism, invasion, riot or other civil unrest, strikes (other than by a Party's employees), industrial disturbances, or passage of law or any action taken by a governmental or public authority that preclude the activities contemplated by this Master Agreement. The Party so affected will give the other Party prompt and detailed notice of the Force Majeure, including the probable duration thereof, and will promptly notify the other Party when the Force Majeure has ended. During the Force Majeure, the affected Party will use commercially reasonable efforts to avoid, reduce or eliminate the Force Majeure's prevention, restriction or delay of the performance of its obligations under this Master Agreement. If a Force Majeure event exceeds thirty (30) calendar days, the other Party may terminate this Master Agreement by providing written notice to the Party asserting Force Majeure.

- 18.3 No Inferences. The Parties acknowledge that this Master Agreement has been fully negotiated by the Parties and their respective legal counsel. In the event of ambiguities in this Master Agreement, no inferences shall be drawn against either Party on the basis of authorship of this Master Agreement.
- 18.4 Amendment and Modification; Waiver. Any amendment to or modification of this Master Agreement must be in writing and signed by an authorized representative of each Party. Any waiver of any provisions of this Master Agreement or rights thereunder must be in writing and signed by the Party so waiving. Except as otherwise set forth in this Master Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Master Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 18.5 Severability. If any provision of this Master Agreement is invalid, illegal, or unenforceable in any jurisdiction, the Parties shall negotiate in good faith to modify this Master Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If the Parties are unable to reach a mutually acceptable modification, such provisions shall be deemed severed from this Master Agreement and the remainder of the Master Agreement shall remain in full force and effect as if such invalid provision had been omitted.
- 18.6 Assignment. Client may not assign or transfer any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of TRITAN, except that Client may assign or transfer to its Affiliates by providing written notice to TRITAN no less than thirty (30) days prior to the assignment or transfer. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation by Client will relieve Client of any of its obligations hereunder. Subject to the foregoing restrictions, this Master Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 18.7 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under the data protection section, the confidentiality section, the license grant section and the <<License Terms>>, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, without the need to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 18.8 Counterparts. This Master Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 18.9 Electronic Signatures. The Parties agree that any electronic versions of signatures, whether through electronic forms or the transmission of PDF versions of signatures by email or facsimile shall have the same force and effect as original signatures.
- 18.10 No Partnership or Joint Venture. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute either Party the agent of the other. No Party shall hold itself out contrary to the terms of this Master Agreement and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Master Agreement is not for the benefit of and grants no rights or remedies to any third-party.
- 18.11 Anti-Bribery. The Parties represent, warrant and undertake to each other on a continuous basis that they shall comply with all applicable anti-bribery, anti-money laundering, anti-slavery and human trafficking laws, rules, and regulations of the UK, the European Union and any other applicable jurisdictions. These laws include, without limitation, the currently effective or successor versions of the UK Bribery Act 2010; the UK Anti-Terrorism, Crime and Security Act 2001; the UK Proceeds of Crime Act 2002; The UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the UK Modern Slavery Act 2015. In addition, the Parties represent, warrant and undertake that they shall each respectively take no action which would subject the other Party to fines or penalties under such laws, regulations, rules or requirements. Without prejudice to the above provisions, neither Party shall, directly or indirectly, pay salaries, commissions or fees, or make payments or rebates to employees or officers of the other Party; or favor employees or officers of the other Party or their designees with gifts or entertainment of unreasonable cost or value or services or goods sold at less than full market value; or enter into business arrangements with employees or officers of the other Party unless such employees or officers are acting as representatives of the other Party.
- 18.12 Governing Law. This Master Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus, without giving effect to any choice or conflict of law provision or rule. This Master Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 18.13 Entire Agreement. This Master Agreement, together with the Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between this Master Agreement, the related Exhibits, and any other documents incorporated herein by reference, this Master Agreement shall govern, followed by the Exhibits and then by the other documents incorporated by reference.

## <<LICENSE TERMS>>

### **1. USE AND USERS**

- 1.1 **Authorized Users.** Each Order will specify the number of Client Locations covered by this Master Agreement. Client is responsible for ensuring compliance of its Authorized Users across all Client Locations.
- 1.2 **Use Restrictions.** Neither Client nor its Authorized Users shall use the Software for any purposes beyond the scope of the license granted in this Master Agreement. Without limiting the foregoing, neither Client nor its Authorized Users shall at any time, directly or indirectly:
- (a) copy, modify, or create derivative works of the Software, in whole or in part;
  - (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third-parties;
  - (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code or any underlying algorithms, user interface techniques or other concepts embodied in the Software, in whole or in part;
  - (d) tamper with, or attempt to circumvent or disable, any license key;
  - (e) use the Software or its output to create, modify, or simulate designs for third-parties or to develop or enhance any product that competes with any TRITAN product or service;
  - (f) use any of the Software's components, files, modules, content, or related licensed materials separately from the Software;
  - (g) disclose the results of any benchmarking of the Software (whether or not the results were obtained with assistance from TRITAN) to any third-party;
  - (h) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or
  - (i) use the Software in any situation in which the failure or malfunction of the Software could reasonably be expected to result in personal injury, death, or catastrophic loss.
- 1.3 **Reservation of Rights.** TRITAN reserves all rights not expressly granted to Client in this Master Agreement. Except for the limited rights and licenses expressly granted under this Master Agreement, nothing in this Master Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third-party any Intellectual Property Rights or other right, title, or interest in or to the Software.

### **2. CLIENT RESPONSIBILITIES**

- 2.1 Client is responsible and liable for all uses of the Software and Documentation resulting from access to and use of the Software through credentials or equipment issued by TRITAN to Client or Client's Authorized Users, whether directly or indirectly, and whether such access or use is permitted by or in violation of this Master Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of its Authorized Users, including, but not limited to, any act or omission by an Authorized User that constitutes a breach of this Master Agreement. Client shall make all Authorized Users aware of this Master Agreement's provisions as applicable to such Authorized User and shall cause Authorized Users to comply with such provisions.

### **3. ACCEPTANCE**

- 3.1 Upon delivery of Software to Client, TRITAN will issue a Completion Notice to the Client. Client will then have twenty (20) business days ("**Acceptance Period**"), unless otherwise mutually agreed to in an Order, to notify TRITAN of any material, reproducible defect of the Software to conform to this Master Agreement or the applicable Order ("**Defect**"). If Client notifies TRITAN of any Defect within the Acceptance Period, TRITAN will use reasonable efforts to correct such Defect at its own expense, whereupon it will issue to Client a new Completion Notice and a new Acceptance Period of ten (10) business days will commence. If TRITAN is unable to correct such Defect, Client will have the right to terminate the Order in accordance with Section 5 of the General Terms. If Client does not provide TRITAN with a written notice of any material Defect during the Acceptance Period; the Software shall be deemed to be "**Accepted**" by Client.

### **4. SOFTWARE VERIFICATION PROCESS**

- 4.1 **Client Reporting.** In addition to any other audit rights provided for in this Master Agreement, upon reasonable notice of not less than thirty (30) days, and not more than once per contract year, Client agrees to create and provide to TRITAN and its auditors a certificate that Client's use of the Software is, upon knowledge and belief, substantially in compliance with the terms of this Master Agreement and any applicable Orders.
- 4.2 **TRITAN Verification.** Upon reasonable notice of not less than ten (10) days, and not more than once per contract year, TRITAN may verify Client's compliance with this Master Agreement and applicable Orders at all Client Locations and for all environments in which Client uses the Software. Such verification will be conducted in a manner that minimizes disruption to Client's business, and may be conducted remotely, or on Client's premises, during normal business hours. TRITAN may use an independent auditor to assist with such verification, provided TRITAN has a written confidentiality agreement in place with such auditor.
- 4.3 **Discrepancies.** TRITAN will notify Client in writing if any such verification indicates that Client has used any Software in violation of this Master Agreement or is otherwise not in compliance with this Master Agreement or the applicable Order. In the event the verification indicates use of the Software in excess of the license(s) granted, TRITAN will invoice Client, and Client will promptly pay for, any excess use.

## <<SOFTWARE SUPPORT TERMS>>

### **1. LEVEL 1 SOFTWARE SUPPORT**

- 1.1 Client is responsible for providing all Level 1 Software Support, including coordinating all activities and personnel required for such efforts. Level 1 Support includes:
- (a) Responding to Authorized User reports;
  - (b) Ruling out any local issues (e.g. user training issues, desktop problems, network problems, etc.);
  - (c) Verifying that the incident is a Software issue;
  - (d) Resolving any routine Software user access and permissions issues; and
  - (e) Gathering sufficient information from the person reporting the problem to appropriately scope the case, including, but not limited to, identifying specific examples of the problem and confirming that the problem is reproducible and what steps are required to reproduce the problem.
- 1.2 Client will escalate and submit a support request ("**Support Request**") to TRITAN only for those issues that it cannot resolve through Level 1 Software Support and that it reasonably assumes to be caused by the Solution itself.

### **2. LEVEL 2 SOFTWARE SUPPORT**

- 2.1 TRITAN is responsible for providing Level 2 Support, including coordinating all activities and personnel required for such efforts. Level 2 Software Support includes:
- (a) **Problem Resolution Support.** Problem Resolution Support principally involves identification of individual issues directly resulting from the Software which have been escalated to TRITAN as a Support Request. A Support Request, also known as a "ticket," is defined as a single support issue which is reasonably suspected to be caused by the Solution. A single Support Request is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each subordinate issue shall be considered as a separate Support Request. In connection with a Support Request, TRITAN will provide:
    - i. Advanced level technical expertise and support for all items directly relating to the Solution provided by TRITAN;
    - ii. Assistance to Client's Level 1 Software Support for troubleshooting issues and assignment of severity levels;
    - iii. Maintenance of the appropriate response levels and communication required to inform and assist the Client;
    - iv. Coordination support for the appropriate TRITAN technical and management resources to facilitate resolution or involve additional resources for Client Support Requests;
    - v. Information gathering to appropriately communicate any issues improperly assigned or discovered to be a result of Client-side technology including, but not limited to, specific examples of the problem and reproduction steps.
  - (b) **Account Management Software Support.** Tritan shall provide assistance with serviced delivery planning, resource facilitation, support planning, escalation management, support usage and planning reviews in addition to guidance regarding best practices for support of the Software.
  - (c) **Remote Software Support.** Support shall be provided by TRITAN via remote access to Client's computing environment and through telephone, videoconference or email methods. In certain situations, as part of responding to Client's Support Request, TRITAN may also provide Client with a modification to the commercially available Software code to address specific critical problems ("Hotfix"). Hotfixes are designed to be released and implemented quickly to address Client's specific problems, and while each Hotfix will receive reasonable testing given the circumstances, except as otherwise provided herein or in an Order, Hotfixes may not be fully regression tested by TRITAN and will not be subject to individual acceptance testing by Client or to standard warranties set forth in this Master Agreement.
  - (d) **Onsite Software Support.** Client can request Onsite Support as an additional Service. Issues requiring Onsite Support, that are not caused by a Defect in the Solution, will be charged on an hourly basis as set forth in the <<**Payment Terms**>>, and will include charges for reasonable travel and living expenses approved by Client in writing. Tasks performed as part of Onsite Software Support will vary depending on the situation, environment, and business impact of the issue, and will be mutually confirmed by the Parties before work is undertaken.
  - (e) **Supplemental Software Services.** Client may, at any time, request additional Supplemental Software Services provided by TRITAN. All Fees shall be provided to the Client at the rates outlined in the <<**Payment Terms**>> and subject to resource availability.

### **3. SERVICE LEVELS**

- 3.1 **Generally.** The Client shall identify in writing and TRITAN shall acknowledge a designated Client employee and a designated alternate employee permitted to submit Support Requests and serve as the Client's system administrator ("**System Administrator**"). Support Requests may only be submitted by the System Administrator and any changes to the System Administrator must be immediately reported to TRITAN in writing.
- 3.2 **Severity Levels & Response Times.** TRITAN shall use its best efforts to adhere to the response times outlined in this Section. When submitting a Support Request, Client will specify the initial Severity Level for the issue in consultation with TRITAN. Client may request a change in Severity Level at any time by providing an explanation of the need for a change, and TRITAN will not unreasonably deny such requests. TRITAN reserves the right to downgrade the Severity Level of any Support Request if Client is not able to provide adequate resources or

responses to enable TRITAN to continue with problem resolution efforts in a timely manner. Response times, including TRITAN's and Client's responsibilities, are defined as follows:

Severity Level	Description	TRITAN Response Time	Expected Client Response
1	Catastrophic Business Impact: Production application down or major malfunction resulting in an inoperative condition for all or the majority of users. The Software is unusable. <b>Submission via telephone only.</b>	1 <sup>st</sup> response in < 2 hours Continuous effort on a 24x7 basis. * Rapid escalation within TRITAN. Notification of TRITAN senior executives.	Notification of senior executives at Client site. Allocation of appropriate resources to sustain continuous effort on a 24x7 basis. Rapid access and response from change control authority.
2	Critical business impact: Critical loss of application functionality or performance resulting in high number of users unable to perform their normal functions with impractical or no workaround available. The Software is usable but severely limited. <b>Submission via telephone only.</b>	1 <sup>st</sup> response < 6 hours Continuous effort on a 24x7 basis. * Notification of TRITAN senior managers.	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis. Rapid access and response from change control authority. Management notification.
3	Moderate business impact: Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions, but practical workaround exists. The Software is usable but limited. <b>Submission via phone, email or web portal.</b>	1 <sup>st</sup> response in < 2 business days. Effort during business hours only. ** Allocation of appropriate resources to sustain continuous effort during business hours*.	Allocation of appropriate resources to sustain continuous effort during business hours. Access and response from change control authority within 8 business hours*.
4	Minimal business impact: Minor loss of application functionality or performance not significantly impacting users. The Software is usable but may have inconveniences. <b>Submission via phone, email or web portal.</b>	1 <sup>st</sup> response < 5 business days Effort during business hours only. **	Allocation of appropriate resources to sustain continuous effort during business hours. Access and response from change control authority in accordance with normal procedures.

\*Includes holidays and weekends.

\*\*Business hours shall be defined as 9AM to 6PM Greenwich Mean Time (GMT), Monday through Friday, excluding Irish public holidays.

#### 4. RESOLUTION ACTIVITIES

- 4.1 Client may be required to perform reasonable problem determination and resolution activities as requested by TRITAN. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new releases of Software or implementing new Services.

#### 5. MAINTENANCE SERVICES

- 5.1 During the Term of this Master Agreement, TRITAN shall provide the following Maintenance Services:
- (a) Routine performance enhancements designed to improve or maintain the operation of the Software;
  - (b) Routine security enhancements designed to improve or maintain the security of the Software;
  - (c) Changes required for the Software to continue operating in accordance with applicable laws and regulations;
  - (d) Fixes (interim bug fixes) and releases (distribution of minor and major foundational releases) of the Software;
  - (e) Updated documentation and release notes; and
  - (f) All maintenance services further specified within applicable Orders.

#### 6. SOFTWARE UPDATES

- 6.1 TRITAN may from time to time, but is not required to unless otherwise specified in this Master Agreement or an Order, develop or implement Updates for features within the Software. TRITAN shall provide Updates to Client on the terms and conditions they are offered to similarly situated clients.

6.2 Prerequisites & Assumptions. The delivery of Software Support Services under these Software Support Terms is conditioned upon the following prerequisites and assumptions:

- (a) TRITAN will provide Software Support Services only for the current version of the commercially released, generally available Software.
- (b) All Software Support Services will be provided in the English language unless otherwise agreed to by TRITAN and Client in writing.
- (c) TRITAN will be permitted to access Client's computing environment via remote internet connections (e.g. Secure VPN, etc.) to analyze and resolve problems. TRITAN personnel will access only those systems authorized by Client in writing and will not access those systems without Client's express consent. In order to utilize remote access, Client must maintain reasonable internet access and provide TRITAN with appropriate credentials, procedures and permission to access Client's environment.
- (d) Additional prerequisites and assumptions applicable to all Software Clients may be set forth in an Order.
- (e) Client agrees to work with TRITAN to plan for the foreseeable utilization of Software Support Services. Client will comply with TRITAN's process for submitting Support Requests which shall utilize TRITAN's support tracking software to facilitate submission and management of Client Support Requests.
- (f) Client agrees to provide support directly to its Client Locations and Authorized User community and to develop sustainable support procedures.
- (g) Client agrees to provide an internal escalation process to facilitate communication between Client's management and TRITAN as appropriate.
- (h) Client agrees, where applicable, to provide reasonable office space, telephone and internet access, and access to Client's systems and diagnostic tools to TRITAN personnel that are required to be onsite.

## 7. **SATISFACTION SURVEYS**

7.1 Client agrees to make reasonable efforts to participate in Client satisfaction surveys that TRITAN may provide from time-to-time regarding the Solutions, Software and Service

## <<MEDICAL SUPPORT SERVICES TERMS>>

### **1. SCOPE OF MEDICAL SUPPORT SERVICES**

- 1.1 The Medical Support Services. TRITAN will provide the Medical Support Services as specified and set forth in the Order. The Medical Support Services generally consist of:
- (a) Performance of the medical quality and screening review for employment medical exams required for the hiring and retention of crew which shall also include the coordination of activities, pricing and agreements with shoreside medical providers;
  - (b) Assistance with the implementation and maintenance of onboard medical supplies, formularies, and equipment, in accordance with all applicable regulatory and compliance standards, including the inspection and certification where required;
  - (c) Establishing, implementing and maintaining policies, protocols, procedures, and documentation for the proper operation of medical activities in accordance with all applicable regulatory and compliance standards, including, but not limited to, the Vessel's Flag State, the International Maritime Organization, Public Health Authorities, contracted P&I Clubs, and the Cruise Line Industry Association;
  - (d) Facilitating the provision and delivery of emergency and routine medical advice to crew and passengers onboard through the means of electronic communication by medical professionals in order to provide diagnosis, medical advice, guidance and/or coordination for crew and passengers requiring additional shoreside medical attention;
  - (e) Providing medical case management services for crew and passengers that are disembarked shoreside for medical care, including appropriate care coordination, medical necessity, quality and cost reviews along with the retrieval of proper documentation and coordination with appropriate parties;
  - (f) Assistance with claims processing, auditing and management of medical events that require the submission and administration of a claim for assessment, review and payment with the appropriate parties;
  - (g) Facilitating the provision and delivery of mental health services and physical wellness programs for crew and passengers.
- 1.2 No Medical Care. TRITAN will not provide direct medical care to passengers, crew, or any other persons. TRITAN does not undertake to supervise, control, oversee, operate, manage, or regulate the provision of medical care by onboard personnel. TRITAN is not and shall not be liable for any acts or omissions of any third parties, including but not limited to the onboard personnel or other persons involved in the provision of medical care.

### **2. STANDARDS OF MEDICAL SUPPORT**

- 2.1 TRITAN shall provide the Medical Support Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with general recognized industry standards in TRITAN's field; and (e) to the reasonable satisfaction of Client.

### **3. RIGHT TO SUBCONTRACT**

- 3.1 Nothing in this Agreement shall prevent TRITAN from providing the same or similar services to other clients (subject to the confidentiality and intellectual property obligations set forth in this Agreement). TRITAN shall have full discretion to subcontract the Medical Support Services to a third party.

### **4. CLIENT OBLIGATIONS**

- 4.1 Client shall (a) provide TRITAN with access to the Vessel and other facilities of Client, when required, including providing office accommodations for TRITAN when appropriate, as may reasonably be required by TRITAN for performing the Medical Support Services; and (b) respond promptly to any TRITAN request for information or approvals that TRITAN requires to perform the Medical Support Services.

## <<PROFESSIONAL SERVICES TERMS>>

### **1. PROFESSIONAL SERVICES**

- 1.1 TRITAN shall provide to Client the services (the "**Professional Services**") as specified and set forth in the Order. TRITAN shall provide the Professional Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with general recognized industry standards in TRITAN's field; and (e) to the reasonable satisfaction of Client. Nothing in this Agreement shall prevent TRITAN from providing the same or similar services to other clients (subject to the confidentiality and intellectual property obligations set forth in this Agreement). TRITAN shall have full discretion to subcontract the Professional Services to a third party.
- 1.2 TRITAN Obligations. TRITAN shall designate employees or contractors that it determines, in its sole discretion, to be capable of performing the Professional Services. TRITAN will not change the assigned employees or contractors except upon the resignation, termination, death or disability of said employee or contractor, upon Client's reasonable request (in which case TRITAN shall use reasonable efforts to appoint a replacement at the earliest time it determines is commercially viable, or following written notice to Client. TRITAN will maintain complete and accurate record relating to the Professional Services.
- 1.3 Client Obligations. Client shall (a) provide TRITAN with access to the Vessels and other facilities of Client, including providing office accommodations when appropriate, as may reasonably be required by TRITAN for performing the Professional Services; and (b) respond promptly to any TRITAN request for information or approvals that TRITAN requires to perform the Professional Services.

## <<HOSTING TERMS>>

### **1. SCOPE OF SERVICES**

- 1.1 **Data Facilities.** In order to store and secure all information, including, but not limited to Personal Information, collected, stored and processed as a result of the Solutions, TRITAN utilizes a global network of secure data centers owned and operated by contracted third-parties (the "Data Facilities"). The Data Facilities have each received International Organization for Standardization (ISO) and Occupational Health and Safety Management System (OHSAS) certifications. TRITAN will ensure that its Subcontractors contracted to provide the Data Facilities are required to ensure the Data Facilities reside on capable communication networks and be equipped in accordance with recognized industry standards regarding disaster resistance and recovery capabilities. TRITAN will require all such Subcontractors to ensure the Data Facilities are protected and manned by security personnel on a twenty-four (24) hour, seven (7) days a week basis. TRITAN reserves the right to choose and change its Data Services Subcontractors at any time in its sole discretion.
- 1.2 **Client-Provided Technology.** TRITAN does not have any obligations, and accepts no liability, for the configuration, management, performance or any other issue relating to Client's routers, networks, servers, or other Client-provided technology used for access to or the exchange of data in connection with the Solutions, for which Client shall have the sole responsibility and liability.
- 1.3 **Software.** TRITAN will install only the Software and any technology required to operate the Software. TRITAN will not install nor be responsible for any Client-provided software. Any proprietary TRITAN technology installed by TRITAN, as required to run the Software, will remain the exclusive property of TRITAN.
- 1.4 **Scheduled Maintenance.** Scheduled maintenance for the Data Services will not normally result in service interruption or outage. However, in the event scheduled maintenance should require a service interruption or outage, TRITAN will: (a) use all reasonable efforts to provide Client with at least five (5) business days' prior notice of such scheduled maintenance; (b) cooperate with Client to minimize any disruption in the Data Services that may be caused by such scheduled maintenance; and (c) perform such scheduled maintenance during non-peak hours agreeable to both Parties. In no event shall such service interruption exceed eight (8) continuous business hours, excluding any unforeseen connectivity or Client network issues that are beyond TRITAN's ability to control.
- 1.5 **Change Control.** Changes to production environment(s) will be made in accordance with established change control processes which shall be agreed upon by both Parties.
- 1.6 **Monitoring.** TRITAN will monitor the Solutions on a twenty-four (24) hour per day, seven (7) days per week basis, including monitoring the platform (servers, storage, data center and network components), as well as the Software. TRITAN will use all reasonable efforts to resolve issues that impact the Solutions identified through monitoring in accordance with the required service levels.
- 1.7 **Data Interfaces & Network.** Client is responsible to resolve any Off-Net related issues regarding interfaces or networks that are affecting the Solutions. When TRITAN identifies issues through monitoring that are the result of a problem with any Off-Net component, TRITAN will escalate said issues to the Client. The Client will provide a standard contact and escalation method for TRITAN to follow in such events. The Client will be solely responsible for coordinating its internal or third-party resources to work with TRITAN to resolve any such issues.

### **2. SERVICE LEVEL AVAILABILITY**

- 2.1 TRITAN shall use its best efforts to ensure that the Solutions, through the provision of Data Services, remains available ninety-eight percent (98%) of each month ("**Service Level Availability**") per License for all On-Net Services within TRITAN Network. TRITAN's sole liability, and Client's sole remedy for TRITAN's failure to meet the Service Level Availability, shall be limited to Client's right to receive credit set forth in the table below. The credit specified in this table will be applied to the next scheduled Hosting and Data Management Fees reducing the amount owed for such Fees. TRITAN will not make cash refunds to Client as a result of Service Credit Availability will be measured and reported by TRITAN upon request from the Client. Measurement will be taken On-Net using a TRITAN utility that automatically retrieves and reports Software availability information available for the Client.

<b>Availability</b>	<b>Credit</b>
90-98%	10%
80-89%	20%
70-79%	30%
<70%	50%

For the purpose of determining Service Level Availability, the following formula will be used:

$$\text{Uptime Percentage} = \frac{(\text{Possible Available Uptime} *) - (\text{Hours of downtime}) * 100}{(\text{Total Hours in the Month})}$$

\*Possible Available Uptime will be calculated as: number of calendar days in a month times 24 hours, minus any Excused Outage during the calendar month, and Total Hours in the Month will be determined as the number of calendar days in a month times 24 hours.

### **3. SECURITY**

- 3.1 TRITAN shall periodically audit the security of the Software and Data Facilities applicable to the Client. This audit (a) shall be performed periodically by TRITAN; (b) shall be performed according to appropriate industry security standards as elected by TRITAN; (c) shall be performed by third-party security professionals at TRITAN's election and expense; (d) shall result in the generation of an audit report ("Security Audit Report"); and (e) may be performed for other purposes in addition to satisfying this Section (e.g., as part of TRITAN's regular internal security procedures or to satisfy other contractual obligations). Upon written request by the Client, TRITAN shall provide, on a restricted and confidential basis, a redacted version of the Security Audit Report so that Client can reasonably verify TRITAN's compliance with its security obligations under this Master Agreement. TRITAN may remove any information from the Security Audit Report or any other documentation or report that may compromise the security of TRITAN's technology environment or the confidentiality of any Confidential Information, provided that such removal does not prevent Client from understanding the substance of the Security Audit Report or other documentation or report. TRITAN shall make good faith, commercially reasonable efforts to remediate (1) any errors, identified in a Security Audit Report that could reasonably be expected to have an adverse impact on Client's use of the Solutions or protection and security of Client data, and (2) material control deficiencies identified in the Security Audit Report.

## <<PAYMENT TERMS>>

### **1. PAYMENT TERMS**

- 1.1 Payments Due. All invoices are due and payable net thirty (30) days from the date of the invoice, unless Client provides TRITAN with written notice of a dispute related to a charge on the invoice, in which case all undisputed portions of the invoice remain due and payable in accordance with these Payment Terms. All payments shall be made in U.S. dollars and are non-refundable.
- 1.2 Late Fees. If Client fails to make any payment when due, in addition to all other remedies that may be available: (i) TRITAN may charge interest on the past due amount at the rate of 2.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) TRITAN may initiate its rights under the General Terms, Dispute Resolution Provisions and/or declare this Master Agreement in default under the General Terms, Default Provisions. (iii) Client shall reimburse TRITAN for all costs incurred by TRITAN in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iv) if such payment failure continues for thirty (30) days following written notice to Client of such failure, TRITAN may restrict Client and Client's Authorized Users' access to the Solutions until all past due amounts and interest thereon have been paid. TRITAN will have no liability to Client for any damages or costs associated with such restricted access to the Solutions, and the right to restrict access shall be in addition to any other remedies available to TRITAN under this Master Agreement or the applicable Order. Client shall indemnify and hold TRITAN and its shareholders, officers, subsidiaries and affiliates harmless from and against all claims, costs, damages, and expenses, and reasonable attorneys' fees arising out of, directly or indirectly, such restricted access to the Solutions.
- 1.3 Taxes & Tariffs. All prices and payments in this Master Agreement are exclusive of all taxes and similar assessments, and Client agrees to pay all national, international, state and local sales, use, value added, withholding and other taxes, customs duties and similar tariffs and fees based on the Solutions, Software and Services provided hereunder, other than taxes imposed on TRITAN's net income.

### **2. SOFTWARE LICENSE FEES**

- 2.1 The Software License Fees shall be payable to TRITAN by Client in accordance with the amounts outlined within the respective Order and the following payment schedule:

Description	Percentage Paid
Upon Execution of an Order	50% of Software License Fees
Upon Installation of the Software (first Client Location)	Remaining 50% of Software License Fees

### **3. SOFTWARE SUPPORT & MAINTENANCE FEES**

- 3.1 The Software Support and Maintenance Fees shall be payable to TRITAN by Client and invoiced in accordance with the amounts outlined within the respective Order. Upon Installation of the Solution (and where there are multiple Client Locations, this shall mean upon installation of the first Client Location), Software Support and Maintenance Fees are due and payable per Client Location and shall be prorated in accordance with the remaining days of the contract year. Thereafter, Software Support and Maintenance Fees shall be payable annually and are due on the first anniversary of the Initial Term and/or applicable Renewal Term.

### **4. DATA MANAGEMENT & HOSTING FEES**

- 4.1 The Hosting & Data Management Fees shall be payable to TRITAN by Client and invoiced in accordance with the amounts outlined within the respective Order. Upon Installation of the Software (and where there are multiple Client Locations, this shall mean upon installation of the first Client Location), Hosting and Data Management Fees are due and payable per Client Location and shall be prorated in accordance with the remaining days of the contract. Thereafter, Hosting and Data Management Fees shall be payable annually and due on the first anniversary of the Initial Term and/or applicable Renewal Term.

### **5. MEDICAL SUPPORT SERVICE FEES**

- 5.1 The Medical Support Service Fees shall be payable to TRITAN by Client and invoiced in accordance with the amounts outlined within the respective Order.
- 5.2 For Medical Support Services billed on an annual basis, upon execution of the applicable Order, the Medical Support Service Fees are due and payable per Client Location or Per Vessel, as appropriate, and shall be prorated in accordance with the remaining days of the contract. Thereafter, Medical Support Service Fees shall be payable annually and are due on the first anniversary of the Initial Term and/or applicable Renewal Term.
- 5.3 For Medical Support Services billed on an hourly or flat fee basis, the Medical Support Service Fees shall be invoiced to Client monthly for the Medical Support Services performed in the immediately preceding month.

### **6. PROFESSIONAL SERVICE FEES**

- 6.1 The Professional Service Fees shall be payable to TRITAN by Client and invoiced in accordance with the amounts outlined within the respective Order.
- 6.2 For Professional Services billed on an annual basis, upon execution of the applicable Order, the Professional Service Fees are due and payable per Client Location or Per Vessel, as appropriate, and shall be prorated in accordance with the remaining days of the contract year. Thereafter, Professional Service Fees shall be payable annually and are due on the first anniversary of the Initial Term and/or applicable Renewal Term.
- 6.3 For Professional Services billed on an hourly or flat fee basis, the Professional Service Fees shall be invoiced to Client monthly for the Professional Services performed in the immediately preceding month.

## **7. SUPPLEMENTAL SERVICE FEES**

- 7.1 All Professional Service Fees shall be payable to TRITAN by Client and invoiced in accordance with the amounts outlined within the respective Order and the following payment schedule:

<b>Description</b>	<b>Percentage Paid</b>
Upon Execution of an Order for Addition of Professional Service(s)	50% of Professional Service Fees
Upon Completion of Professional Service(s)	Remaining 50% of Professional Service Fee

- 7.2 Professional Services shall be invoiced at the following rates and payment schedule:

<b>Description</b>	<b>Rate/Hour</b>
Project Management	Client- \$150
Remote Training	Client- \$150
On-Site Training*	Client- \$200
User Acceptance Testing & QA	Client- \$200
Product Configuration	Client- \$225
Technical Acceptance Testing & QA	Client- \$225
Remote Hardware Technician/ Engineer	Client- \$225
On-Site Hardware Technician/ Engineer*	Client- \$275
Programming Development	Client- \$250

\*Does not Include Travel and Expenses which are to be approved by both Parties in writing and paid by Client in accordance with this Master Agreement.

## **8. RATE INCREASE LIMITATION**

- 8.1 TRITAN may increase the Fees (including licensing Fees, Support and Maintenance Fees, Hosting & Data Management Fees, Professional Service Fees and Supplemental Service Fees) no more than once in any 12 month period which shall apply on each anniversary of the Effective Date of the respective order.

## **9. TRAVEL & EXPENSES**

- 9.1 Client will reimburse TRITAN for all travel and out of pocket expenses incurred in conjunction with providing the Software and Services, with such travel expenses to be charged in accordance with TRITAN's travel policy. All other expenses will be billed to Client at cost.

## <<DEFINITIONS>>

### 1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Master Agreement, the following capitalized terms shall have the meanings set forth here.

**"Affiliate"** of a Party means, an entity that controls, is controlled by, or is under common control with the Party.

**"Authorized User"** means an employee or contractor of Client who Client permits to access and use the Software and Services pursuant to Client's license hereunder.

**"Completion Notice"** means a written notice from TRITAN stating that the Solutions, Software or Service ordered has been delivered or completed by TRITAN pursuant to terms of the applicable Order and is available for Client's use or testing.

**"Client"** means the entity identified on an Order as the Client as well as its Affiliates that elect to participate in this Master Agreement as set forth herein.

**"Client Locations"** means the location or locations owned, operated, managed, contracted and/or occupied by Client, its Affiliates, or its Authorized Users to which the Solutions, Software or Services are delivered, including but not limited to or leased by TRITAN and used to deliver the Solutions, including terminals and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

**"Intellectual Property Rights"** means all right, title, and interest of every kind and nature whatsoever in and to any materials, including, but not limited to, Deliverables, developed by TRITAN (including without limitation any ideas, inventions, designs, improvements, discoveries, innovations, patents, trademarks, service marks, trade dress, trade names, trade secrets, works of authorship, copyrights, films, audio and video tapes, other audio and visual works of any kind, scripts, sketches, models, formulas, tests, analyses, software, firmware, computer processes and other applications, creations, properties, and any documentation or other memorialization containing or relating to the foregoing discovered Client vessels, shoreside Facilities, third-party operated locations and/or other locations as specified in writing by Client.

**"Data Privacy Laws"** means the data protection and privacy laws of all applicable countries and states, including, but not limited to, the EU General Data Protection Regulation.

**"Deliverable(s)"** means any Software, Service, item, task or activity that TRITAN is to provide as agreed to by both Parties and specified in an Order.

**"Documentation"** means TRITAN's user manuals, handbooks, and installation guides relating to the Solution provided by TRITAN to Client, either electronically or in hard copy form.

**"Excused Outage"** means any outage, unavailability, delay or other degradation of access to the Solutions related to, associated with or caused by scheduled maintenance or caused by circumstances beyond the control of Client or TRITAN.

**"Facilities"** means any property owned, invented, created, written, developed, taped, filmed, furnished, produced, or disclosed) in the course of providing the Solutions within the scope of this Master Agreement.

**"Installation"** means the date on which the Software has been installed or is accessible at a Client Location and may be used to process data according to the specifications contained in the applicable Order.

**"Off-Net"** means services that originates from and/or terminates to any location that is not on the TRITAN Network.

**"On-Net"** means Services that originate from and terminate to a location that is on the TRITAN Network.

**"Operational Data"** means information related to system, operations and peripheral information relevant to operation of the Software and the provision of Services but excludes Personal Data.

**"Personal Data"** means any data or information collected or used by the Software or as part of the Services that relates to an identified or identifiable natural person.

"**Service**" means any TRITAN service offered by TRITAN as set forth herein or agreed to in an Order. For purposes of clarity, "Service" may include, without limitation, any Medical Support Services, Professional Services, or Supplemental Services by TRITAN to Client for a fee.

"**Software**" means any TRITAN proprietary software product owned, offered and/or supported by TRITAN or set forth herein or agreed to in an Order. For purposes of clarity, "Software" shall not include third-party software.

"**Subcontractor**" means any third parties engaged by TRITAN to perform any portion of the Services.

"**TRITAN Network**" means the physical and virtual, private technical network, owned or leased and managed by TRITAN within the private technology infrastructure environment, both physical and virtual, managed by TRITAN for provisioning the Software and Services as it solely pertains to and is accessed by Client through secure internet and satellite communication methods.

"**Updates**" means any improvements, enhancements, replacements, supplements, bug fixes, patches, or modifications to the Software that TRITAN generally makes available free of charge to all clients.