

WKO TERMS AND CONDITIONS

MASTER SERVICES AGREEMENT

Effective Date: May 25, 2018

Last Updated: May 24, 2018

PLEASE READ THIS AGREEMENT ("Agreement") CAREFULLY. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE (DEFINED BELOW), BY CLICKING "I ACCEPT", BY ENTERING INTO ANY ORDER FORM, PURCHASE ORDER, STATEMENT OF WORK, WORK ORDER, OR OTHER WRITTEN DOCUMENTATION WITH IT ENERGY SYSTEMS AND CONSULTING LIMITED and Maritime International Secretariat Services Limited (trading as 'MARISEC PUBLICATIONS') (COLLECTIVELY, "Order Forms"), OR BY PAYING FOR THE SERVICE OFFERED BY IT ENERGY SYSTEMS AND CONSULTING LIMITED OR Maritime International Secretariat Services Limited (trading as 'MARISEC PUBLICATIONS') OR ITS AFFILIATES (COLLECTIVELY, "IT Energy"), BY ANY MEANS, YOU ("you", "your" or "Customer") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. AS THE INDIVIDUAL CLICKING THROUGH AND ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AND LAWFUL AUTHORITY OF CUSTOMER TO ENTER INTO THIS AGREEMENT ON ITS BEHALF. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE. USERS SHALL BE BOUND BY THE CONDITIONS AND RESTRICTIONS OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO ANY AND ALL USE OF THE SERVICE BY CUSTOMER, INCLUDING WHERE CUSTOMER IS USING THE SERVICE PURSUANT TO ANY DEMO OR TRIAL PERIOD, FOR THE TERM OF THIS AGREEMENT AND CUSTOMER, ON ITS OWN BEHALF AND ON BEHALF OF ITS USERS, AGREES AND CONSENTS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT REGARDLESS OF THE TYPE OF USE OF THE SERVICE BY CUSTOMER. This Agreement, as amended from time to time, is between Customer and IT Energy and shall apply to all dealings between Customer and IT Energy and all use of the Service by Customer. This Agreement is effective as of May 25, 2018.

1. DEFINITIONS

1.1 "Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with IT Energy.

1.2 "Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" will be construed accordingly.

1.3 "Customer Data" means all data or information submitted by or on behalf of Customer to the Service.

1.4 "Documentation" means all user manuals and online help provided by IT Energy to its customers generally pertaining to the Service;

1.5 "EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the

Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

1.6 "Order Form" means the document describing the Service, applicable fees and charges, along with the payment terms prepared and signed by the parties in accordance with, and governed by the provisions of, this Agreement;

1.7 "Personal Information" means any information about an individual who is identifiable but does not include aggregate or anonymous information, or information used only to contact an individual in their capacity or position as an employee or official of an organization;

1.8 "Privacy Laws" means any statute, legislation, regulation, or ruling, directive or order, of any government, legislature, parliament, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of any nation, or province or state or other subdivision thereof, or any municipality, district or other subdivision thereof, with respect to individual privacy and/or access to Personal Information, and with respect to the collection, use or disclosure of Personal Information, and having or purporting to have jurisdiction over any person, including any User;

1.9 "Professional Services" means implementation, training and support services. Professional Services shall not include the Service.

1.10 "Service" means the ISF Watchkeeper Online, web-based software-as-a-service application made available to Customer by IT Energy, as described in an Order Form and accessible via the web URL <https://wko.isfwatchkeeper.com>.

1.11 "Software" shall mean any plug-ins, agents, mobile applications, administrative code, APIs or other software that IT Energy may provide to Customer in connection with the Service. In the event IT Energy provides any Software, such Software shall be part of the Service.

1.12 "Term" shall mean the period in the Order Form during which your Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated as set forth in Section 6.

1.13 "Third-Party Platform" means any software, software-as-a-service, data sources or other products or services not provided by IT Energy that can be integrated with Services at the sole discretion of Customer as described in the Documentation.

1.14 "User" shall mean an individual who is authorized by Customer to use or access the Service and for whom a subscription to the Service has been procured. Users may include Customer's employees, contractors and agents.

1.15 "Vessel" means Customer's managed sea-going vessel, which is running ISF Watchkeeper 3 Network Version (or later version)

1.16 "Vessel Fee" means The Supplier's then current fee for one (1) Vessel to submit data to the Service for the then current Term.

2. PROVISION OF SERVICE

2.1 License. Subject to compliance with the terms and conditions of this Agreement and the applicable Order Form, IT Energy grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license to access and use the Service, including the Documentation, during the Term.

2.2 Third-Party Platform. The Service may support integrations with certain Third-Party Platforms. For the Service to communicate with such Third-Party Platforms, Customer may be required to input credentials required for the Service to access and receive relevant information from Third-Party Platforms. By enabling use of the

Services with any Third-Party Platform, Customer authorizes such Third-Party Platforms to access Customer's accounts within the Service. Having chosen to integrate the Service with a Third-Party Platform, Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. The Customer Data Processing Agreement under Section 7 does not apply to data processing on the Third-Party Platform and the Customer shall be solely responsible for any Customer Data including any Personal Information shared with Third-Party Platform. Customer acknowledges and agrees that IT Energy has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform. IT Energy does not guarantee that the Services will maintain integrations with any Third-Party Platform and IT Energy may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Customer. For clarity, this Agreement governs Customer's use of and access to the Service, even if accessed through an integration with a Third-Party Platform.

2.3 Service Level Agreement. IT Energy shall use commercially reasonable efforts to make the Service available to Customer twenty-four (24) hours a day, seven (7) days per week, subject to the terms of the Service Level Agreement attached hereto as Schedule A.

2.4 Professional Services. Customer may purchase Professional Services under this Agreement by executing an Order Form or Statement of Work with IT Energy. Such document shall describe the Professional Services and incorporate this Agreement by reference.

2.5 Trial Terms. Notwithstanding any terms to the contrary, if Customer is participating in a trial of the Service, the Term of the Service shall be solely for the duration of the trial and the following terms and sections shall not apply: (i) any terms related to fees or payments, including without limitation, the terms set forth in Section 4 ("Fees"), (ii) Section 10.1 ("Indemnification by IT Energy"), (iii) Section 11.2 ("Publicity").

3. RESTRICTIONS

Customer will use the Service only for Customer's internal business operations and in accordance with the Documentation and the terms of this Agreement. Customer shall not (i) use the Service as a service bureau, (ii) sublicense, re-license or sell rights to access and/or use the Service to transfer or assign rights to access or use the Service (other than as permitted pursuant to Section 11.3, (iii) modify, translate, reverse engineer, decompile or create derivative works of the Service; (iv) transmit or share identification or password codes to persons other than Users; (v) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; and (vi) use any automated tool (e.g. robots, spiders) to access or use the Service. Customer agrees that its use of the Service will be in a manner consistent with this Agreement and that complies with all applicable laws and regulations, including without limitation, all Privacy Laws, copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Customer acknowledges that IT Energy shall not be responsible and shall have no liability for any use or misuse of the Service by Customer or its Users, employees or contractors. In particular, Customer will not, nor shall it permit or assist others, to abuse or fraudulently use the Service, including but not limited to: (a) obtaining or attempting to obtain the Service by any

unauthorized means or device with intent to avoid payments or otherwise avoid the operation or application of this Agreement; (b) accessing, altering, or destroying any information belonging to any person other than Customer, or attempting to do so; or (c) using the Service to interfere with the use of the Service by other licensees, companies or users.

4. FEES

4.1 Pricing and Payment. Customer shall pay all fees or charges accruing to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is or becomes due and payable. Charges will be equal to the number of vessels at sea multiplied by the Vessel Fee in effect at the time, or as otherwise specified by IT Energy. Payments will be made annually in advance, within thirty (30) days from the date of the invoice, unless otherwise mutually agreed. All payment obligations are non-cancellable and all amounts paid are non-refundable. Customer is responsible for paying all Vessel Fees ordered for the entire Term, whether or not such Vessels and Users actually use the Service. Customer must provide IT Energy with an executed Order Form, as a condition to being granted access to the Service. Customer may add Vessels by paying applicable Vessel Fees. Added Vessels will be subject to the following: (i) the term of use for such Vessels will be coterminous with the then-remaining Term; (ii) the fee for the added Vessels will be the then current, generally applicable Vessel Fee; and (iii) Vessels added during an ongoing billing period will be charged on a pro-rated basis for the remainder of the billing period in which the Vessel is added and for the entire Term from the subsequent billing period.

4.2 IT Energy reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to Customer, which notice may be provided by e-mail or by posting in the Service, provided that, IT Energy will not change fees during an ongoing Term. If Customer does not agree to the modification of the fees or charges, Customer may terminate its account by providing notice at least thirty (30) days before the price modification is to take effect. Fees for other services, including Professional Services, will be charged on an as quoted basis. All pricing terms are confidential, and Customer shall not disclose them to any third party. IT Energy may invoice Customer from a IT Energy Affiliate and Customer will pay IT Energy or such Affiliate as directed by IT Energy.

4.3 Billing Information. Customer agrees to provide IT Energy complete and accurate billing and contact information, which shall include Customer's legal company name, street address, valid e-mail address, and name and telephone number of an individual who will be responsible for and authorized to make all decisions concerning the Service on Customer's behalf, including acting as a billing contact. Customer will update such information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, IT Energy reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

4.4 Adjustments and Credits. In the event that Customer believes its charges are incorrect, Customer must contact IT Energy in writing within forty-five (45) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4.5 Taxes. IT Energy's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on IT Energy's income. If IT Energy is required to pay or collect UK Value Added Tax on any fees charged under this

Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on IT Energy's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon receipt of IT Energy's invoice and supporting documentation for the taxes or duties charged.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Service including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data and the Aggregated Data will remain with, and be the exclusive property of, IT Energy.

5.2 Customer Data. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in the Customer Data, will remain with and be the exclusive property of Customer. Customer Data is deemed the Confidential Information of Customer under this Agreement.

5.3 Use Data. Customer acknowledges and agrees that IT Energy may derive or create data and information about the use of the Service by Customer and its Users ("**Use Data**") and IT Energy may use and disclose Use Data to its third party service providers in order to improve the Service.

5.4 Anonymous Data. Customer acknowledges and agrees that IT Energy may obtain and aggregate technical and other data about Customer's use of the Services excluding any personally identifiable with respect to Customer ("**Aggregated Anonymous Data**"), and IT Energy may use the Aggregated Anonymous Data to analyse, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other IT Energy customers and prospects. For clarity, this Section 5.4 does not give IT Energy the right to identify Customer as the source of any Aggregated Anonymous Data.

6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will commence the day the Service is available to Customer and will continue until all User licenses granted in accordance with this Agreement have expired or been terminated.

6.2 Term of Service. The Term of the Service shall be specified in the relevant Order Form and continue for the Term specified therein. Each Term will automatically renew or successive periods (each a "**Renewal Term**") of one year unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.

6.3 Termination for Cause. Either party may terminate this Agreement for material breach by the other party, provided, however, that the terminating party has given the other party at least 90 days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under applicable law. In the event that Customer becomes insolvent, or is placed in receivership or equivalent status, or files or is petitioned into bankruptcy or similar protection from creditors under any statute, IT Energy may terminate this Agreement immediately. Upon termination or expiry of this Agreement, Customer will cease to have any right to access or use the Service and Customer will immediately return to IT Energy any Confidential Information of IT Energy provided to Customer by IT Energy or on its behalf.

6.4 Effect of Termination. Following termination or expiry of this Agreement, IT Energy may retain Customer Data for a period of up to thirty (30) days, following which Customer Data may be destroyed by IT Energy without further notice, and without any liability to Customer. Delivery of Customer Data to Customer following termination or expiry of this Agreement shall be subject to availability, solely at the discretion of IT Energy, and shall be subject to additional charges payable to IT Energy at its then-current rates for delivery of Data, and shall be by the means, and in the format, made available by IT Energy.

6.5 Suspension of Service. IT Energy shall have the right, on notice to Customer, to suspend access to the Service in the event Customer has breached this Agreement or is in default of payment. IT Energy shall also have the right to suspend access to the Service without notice in circumstances where the Service is under threat, or subject to attacks, or subject to technical failures or events beyond the control of IT Energy, whether as a result of Customer's conduct, the conduct of third parties, or otherwise, in order to avoid harm to the Service or the data of IT Energy's customers, or to preserve the integrity of the Service or data available to customers using the Service.

7. CONFIDENTIALITY AND PRIVACY

7.1 Protection. "Confidential Information" means any and all information related to a party's business that is labelled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, content, technical information, pricing, business forecasts and strategies, and information regarding personnel, customers and suppliers. Customer acknowledges that the Service (including, without limitation, Third-Party Platforms) embodies logic, design and coding methodology that constitute valuable Confidential Information that is proprietary to IT Energy. Customer will safeguard the right to access the Service, using the same standard of care that Customer uses for its own confidential materials, being at least a reasonable standard of care. Subject to Section 5, Customer Data will be held as confidential by IT Energy and will not, without the prior written consent of Customer, or as required by applicable law, be disclosed or be used for any purposes other than as expressly permitted herein or the performance of this Agreement. IT Energy will safeguard the confidentiality of Customer Data using the same standard of care that IT Energy uses for its own confidential materials, being at least a reasonable standard of care.

7.2 Exclusions. The obligations of a party as recipient of the other party's Confidential Information to maintain confidentiality does not apply to such of the Confidential Information of the other party that: (i) is or becomes, through no act or failure to act on the part of the recipient party, generally known or available to the public; (ii) is known by the recipient party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. Further, notwithstanding the foregoing, disclosure of Confidential Information will not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body having jurisdiction over the recipient party; (b) is otherwise required by law; or (c) is otherwise necessary to

establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Once Customer Data is destroyed by IT Energy as provided in this Agreement, IT Energy shall have no further obligation with respect to such Customer Data.

7.3 Privacy. IT Energy warrants and represents that, IT Energy is complying and will fully comply with, all applicable Privacy Laws throughout the Term. IT Energy may collect, use, retain and disclose Personal Information as outlined in IT Energy's privacy policy (the "Privacy Policy") that is posted, amended and updated from time to time as a link from the Service or IT Energy's website. Any inquiries related to the Privacy Policy should be directed to gdpr@itenergy.net. Customer warrants and represents that Customer is in compliance, and will fully comply, with all applicable Privacy Laws and will take all reasonable steps within Customer's power to ensure that Customer's Users, employees, contractors and customers comply with all applicable Privacy Laws.

7.4 European Economic Area Requirements

7.4.1 To the extent Customer Data is protected by, or otherwise regulated by, EU Data Protection Law, both IT Energy and Customer will comply with all applicable requirements of the EU Data Protection Law. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the EU Data Protection Law. The Customer acknowledges that it has read and understood IT Energy's Privacy Policy and agrees at all times to comply with it.

7.4.2 The parties acknowledge that for the purposes of the EU Data Protection Law, the Customer is likely to be the Controller of Personal Information and IT Energy is the Processor (where Controller and Processor have the meanings as defined in the EU Data Protection Law). The rights and obligations of the Controller shall be as set out in this Clause 7.4.

7.4.3 Without prejudice to the generality of Clause 7.4.1, the Customer warrants that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the EU Data Protection Law) to IT Energy for the duration of the Term and purposes of this Agreement.

7.4.4 Where IT Energy acts as a Processor (as defined in the EU Data Protection Law) for the Customer, and for the duration of this Contract, the following clauses shall apply:

(a) IT Energy will process Personal Information relating to the Customer Data on the written instructions of the Customer, in accordance with this Agreement, for the performance of the Service and for any other agreed purposes, unless required otherwise by the laws of any member of the European Union or by the laws of the European Union (and United Kingdom, if not within the European Union) applicable to IT Energy;

(b) IT Energy will ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Information, ensuring confidentiality, integrity, availability and resilience of its systems and services);

(c) IT Energy will ensure that all personnel who have access to and/or process Personal Information are obliged to keep the Personal Information confidential;
(d) IT Energy will not transfer any Personal Information outside of the European Economic Area unless the following conditions are fulfilled:

- (i) IT Energy or the Customer has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject (as defined in the EU Data Protection Law) has enforceable rights and effective legal remedies;
- (iii) IT Energy complies with its obligations under the EU Data Protection Law by providing an adequate level of protection to any Personal Information that is transferred; and
- (iv) IT Energy complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Information.

(e) IT Energy will assist the Customer, at the Customer's cost, in responding to any request from a data subject (as defined in the EU Data Protection Law) and in ensuring compliance with its obligations under the EU Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) IT Energy will notify the Customer without undue delay on becoming aware of a personal data breach (as defined in the EU Data Protection Law), threatened breach and/or any requests to undertake any actions that would constitute a breach or any request from a supervisory authority or regulator for information or any form of investigation in relation to processing carried out under this Agreement;

(g) IT Energy will at the written direction of the Customer, delete or return Personal Information and copies thereof to the Customer on termination of this Agreement unless required by applicable law or by regulation to store the Personal Information;

(h) IT Energy will maintain complete and accurate records and information to demonstrate its compliance with this Clause 7.4.4, which shall be promptly provided to the Customer on request, and to the extent audit obligations mandated by EU Data Protection Law may not be otherwise satisfied, audits and inspections will be conducted during regular business hours, without interfering with IT Energy's operations and upon reasonable prior written notice. IT Energy may determine that such audits and inspections are subject to the execution of a confidentiality undertaking. IT Energy shall be entitled to reject auditors which are competitors of IT Energy. The Customer shall inform IT Energy without undue delay and comprehensively about any errors or irregularities detected during an audit; and

(i) Where IT Energy appoints any third party processor of Personal Information under this Agreement, prior to such appointment IT Energy will enter into a written agreement with the third-party processor, incorporating terms which are no less stringent than those set out in this Agreement. Where there is a change to any such third party processors, IT Energy will notify the Customer either through the website <https://wko.isfwatchkeeper.com> or directly.

7.4.5 IT Energy may, at any time on not less than 30 days' notice, revise Clause 7.4.4 by replacing it with any applicable controller to processor standard clauses or

similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

7.5 Compelled Disclosure. If the recipient party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide disclosing party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMER

8.1 IT Energy Warranties. IT Energy warrants (i) the Service will be provided in conformity with generally prevailing industry standards, (ii) the Service will perform materially in accordance with the Documentation under normal use and circumstances; and (iii) it will perform all Professional Services in a professional and workmanlike manner. Customer must report any material deficiencies in the Service to IT Energy in writing within thirty (30) days of Customer's discovery of the defect. Customer's exclusive remedy for the breach of the warranties in (i) and (ii) above will be for IT Energy to use commercially reasonable efforts to provide the Service in accordance with this Agreement. Customer's exclusive remedy for the breach of the warranty in (iii) above will be for IT Energy to re-perform the applicable Professional Services, and if IT Energy is unable to perform such Professional Services as warranted within a reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and recover the fees paid for the nonconforming Professional Services.

8.2 Customer Warranties. Customer warrants and represents that Customer has all necessary consents to allow IT Energy to use and disclose to Customer any and all Personal Information about Customer's Vessels collected or acquired by IT Energy.

8.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, IT ENERGY MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY COMPONENT OF THE SERVICE. IT ENERGY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SERVICE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE ABSENT OR WILL BE CORRECTED, OR (F) THE SERVICE OR THE COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE

INTERNET, THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE SECURE FROM INTERRUPTION, INTERCEPTION OR CORRUPTION BY THIRD PARTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED TO CUSTOMER STRICTLY ON AN " AS IS" " WHERE IS" AND " AS AVAILABLE" BASIS. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT AND CONTINUE IN EFFECT.

9. LIMITATION OF LIABILITY

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IT ENERGY HEREBY EXCLUDES FOR ITSELF, AND ITS AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING WITHOUT LIMITATION, ANY THIRD PARTY PROVIDING THIRD PARTY SERVICES), ANY LIABILITY IN EXCESS OF THE FEES PAID BY CUSTOMER TO IT ENERGY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OR ACT OR OMISSION GIVING RISE TO THE CLAIM (THE "**COMPENSATION AMOUNT**"), HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2 IT ENERGY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ECONOMIC LOSS, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OF OTHER FINANCIAL LOSS, PROPERTY DAMAGE OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SERVICE, PROFESSIONAL SERVICES AND THE SOFTWARE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IT ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT ENERGY SHALL HAVE NO LIABILITY TO ANY THIRD PARTY OTHER THAN CUSTOMER CLAIMING RIGHTS UNDER THIS AGREEMENT. THERE ARE NO RIGHTS UNDER THIS AGREEMENT FOR ANY THIRD PARTY BENEFICIARY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. MUTUAL INDEMNITIES

10.1 Indemnification by IT Energy. IT Energy will (i) defend, at its expense, Customer from and against any claims, proceedings, actions or demands ("**Claim**") which may be brought against Customer by any third party alleging that Customer's use of the Service or the underlying software infringes a patent or copyright, or misappropriates a trade secret; and (ii) indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by IT Energy, in connection with such Claim. IT Energy shall have the right to assume full conduct of the Claim in the name of Customer, to appoint such legal counsel as IT Energy may elect, and to litigate, settle or compromise such Claim as IT Energy may see fit in its sole discretion, provided that IT Energy will not settle or compromise such Claim on a basis that results in an admission of liability by Customer, or in Customer having to pay any sum of money related to such Claim, unless Customer has first agreed in writing. Customer will fully cooperate with IT Energy in the defence of the Claim at IT Energy's cost. The foregoing obligation of IT Energy to indemnify Customer shall not apply to the extent that (a) Customer has failed to give

prompt written notice to IT Energy of the Claim; (b) Customer has modified the Service in a manner that makes the Service infringing where otherwise it would not be; (c) Customer has combined the Service with other software, products or services in a manner that makes the Service infringing where otherwise it would not be; (d) the infringement arises, or is alleged to arise, from a modification to the Service or the Software developed or made by IT Energy for Customer at Customer's direction and to Customer's specifications; or (e) the infringement is due to the actions, or failure to take action, of a third party, including the provider of a Third-Party Platform. In the event of a Claim, IT Energy, in its exclusive discretion, may elect to (1) modify the Service so that the Service no longer infringes or misappropriates; (2) obtain a license for Customer to continue to use the Service; or (3) terminate this Agreement and refund to Customer the unused portion of any pre-paid charges or fees. The foregoing, along with IT Energy's obligation to indemnify Customer, shall be IT Energy's only obligation in the event of a third party claim of intellectual property infringement, and Customer's exclusive remedy.

10.2 Indemnification by Customer. Customer will defend IT Energy, its Affiliates, officers, directors, employees, agents, contractors, representatives, successors and assignees (collectively, the "Indemnified Parties") from and against any and all claims, proceedings, actions or demands which may be brought against IT Energy or another of the Indemnified Parties and Customer shall indemnify and hold IT Energy and the other Indemnified Parties harmless from and against any and all losses, damages, liabilities, costs and expenses (including, but not limited to, legal fees on a solicitor and client basis) real or perceived, that occur, or that IT Energy or its Affiliates may suffer, sustain or incur, as a result of (A) Customer's misuse of the Services, or (B) Customer's breaches of this Agreement (including, where applicable, Customer's breaches of the Customer Data Processing Addendum). Customer will have sole control of the investigation, preparation, defence and settlement of any such claims and IT Energy shall make reasonable efforts to provide cooperation and assistance in any such investigation, preparation, defence and settlement. IT Energy may engage separate counsel to monitor the defence at IT Energy's sole cost and expense. Customer will indemnify the Indemnified Parties against any claim by a third party seeking to enforce rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

11. GENERAL

11.1 Relation of Parties. Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

11.2 Publicity and Reference. During the term of this Agreement, Customer agrees that IT Energy may use the Customer's name (and Customer's logo) as a reference in press releases and marketing materials including but not limited to websites, case studies, blog posts and whitepapers.

11.3 Assignment. Neither party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement (other than the right to receive payments) without the other party's prior written consent, such consent not to be unreasonably withheld, except that IT Energy may assign this Agreement, without consent, in connection with a sale of all or substantially all of IT Energy's business or assets. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

11.4 Equitable Remedies and Injunctive Relief. Customer acknowledges and agrees that any breach by Customer of this Agreement other than a failure to pay sums due and owing to IT Energy, or any infringement, violation or misappropriation of the intellectual property rights of IT Energy may cause irreparable harm to IT Energy not reasonably compensable by money damages. Accordingly, Customer agrees that, in addition to all other remedies IT Energy may have at law, IT Energy shall be entitled to seek immediate equitable relief, including an injunction, against Customer in any court of competent jurisdiction in order to restrain Customer's breach of this agreement or infringement, violation or misappropriation of the intellectual property rights of IT Energy without the necessity for IT Energy to prove the likelihood of irreparable harm, or that damages are not an adequate remedy, and without any requirement by IT Energy to post bond or undertaking as to damages.

11.5 Notices. Except as maybe otherwise agreed between the parties, all notices related to this Agreement will be in writing and delivered to IT Energy and the Customer at the address as mentioned on the Order Form.

11.6 Governing Law and Venue. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

11.7 Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and, if the foregoing modification is not possible, it shall be severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

11.8 Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. Lack of funds does not entitle a party to claim force majeure.

11.9 Waiver. The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights.

11.10 Entire Agreement. This Agreement (including any Order Forms) constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter including any terms and conditions that may be mentioned on any purchase order or other similar pre-printed document issued by the Customer to IT Energy. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

11.11 Amendments. IT Energy may amend this Agreement by giving Customer prior notice of the amendment, which notice may be provided by e-mail to Customer's email address of record with IT Energy or by posting in the Service.

Schedule A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1. Downtime

a. For purposes of this SLA, a unit of Downtime is one period of at least thirty (30) minutes ("Unit") during which the Service or a material component of it is unavailable because of problems with or the unscheduled maintenance of IT Energy's hardware or system software ("Downtime"). Downtime does not include (i) problems caused by factors outside of IT Energy's reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer's equipment and/or third party equipment not within IT Energy's exclusive control, or (iv) network unavailability during scheduled maintenance of IT Energy's network and/or servers. IT Energy will periodically monitor IT Energy network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, IT Energy will determine Downtime for the purposes of this Agreement.

b. IT Energy's servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, Downtime will not exceed eight (8) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed between Saturday 5:00 PM GMT and Sunday 11:00 AM GMT and between 10am – 12am every Wednesday. The service is subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. IT Energy is not responsible for any delays, delivery failures, or other damage resulting from such problems.

c. If Downtime exceeds eight (8) Units of Downtime in any calendar month, IT Energy will, upon Customer's written request, credit Customer's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each 4 Units of Downtime in excess of eight (8) Units in any calendar month.

d. To receive Downtime Credit, Customer must request such credit by sending an email to support@isfwatchkeeper.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Customer's final month of service, in which case a refund for the dollar value of the Downtime Credit will be mailed to Customer within thirty (30) days of the expiration of Customer's service agreement. The credits specified in this Schedule A shall be IT Energy's sole liability and Customer's exclusive remedy for Downtime.

2. Technical Support

a. A member of IT Energy's technical support help desk staff will be available to assist Customer with problems and questions regarding the Service. IT Energy will supply telephone and/or email support to Customer dependent on the Support Offering selected. Standard support is available Monday to Friday between 9:00 a.m. and 6:00 p.m. which are UK Business hours in the GMT time zone.

b. Customer may contact IT Energy's technical support help desk via email at support@iswatchkeeper.com, or by telephone at +44 20 7264 0580. IT Energy may, from time to time, develop additional methods for Customer to contact the help desk, and will make information regarding such methods available at IT Energy's website or in the Service.