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Special Terms and Conditions to Accelleron General Terms and Conditions for Software and Services (“GTC”)

Tekomar XPERT

1. Definitions

All capitalized terms used in these STC shall have the meaning described in the GTC except where the context of these STC require otherwise.

"Accelleron" is a trademark of Accelleron Switzerland Ltd which is associated with Accelleron and its Affiliates unified, cross-industry, digital capability and solutions;

"Accelleron Portal" means an online portal, accessible by you, at the following web address: <https://loreka.acceleron-industries.com/>; or such other web address as may be notified to you by us from time to time);

"Service Description" means the documents describing and specifying the Services which are referenced in the Order and which can be retrieved from us. Please be aware that the Service Description is amended from time to time; hence, newer versions on our website shall prevail over older versions referenced in the Order;

"Services" means the services which are a part of the Tekomar XPERT Family to be supplied to or to be made available by us to you as described or referred to in an Order and the Service Description;

"Tekomar XPERT Family" includes Tekomar XPERT Software as well as all products and services offered by us in combination with or as add-ons to the Tekomar XPERT Software. It means all products and services purchased by or provided to you by us, our Affiliates or a third party that is pursuant to one or more separate arrangements, which generates or gathers data through sensors or otherwise, and where such data is accessed, stored or processed by the Services hereunder.

2. Scope

These STC are applicable to Accelleron Tekomar XPERT Software and Services as well as all other products and services which are a part of the Tekomar XPERT Family.

3. Service Description

The Service Description on the features and functionality of the Tekomar XPERT Family can be found at: <https://portal.tekomar.com/termsandconditions>.

4. Changes

We may make any reasonable changes to the Services and/or change or remove features or functionality of the Services and/or the Software from time to time that (i) are necessary to comply with any applicable Laws or safety or security requirement; or (ii) do not materially adversely affect the nature or quality of the Services and/or the Software.

5. Reports

We may provide reports or grant access to reports as part of the Services. Reports are based on the information, data, and material that we measure or that is provided by or on behalf of you through or in connection with our provision or use of the Services or Software, including, for the avoidance of doubt, third party information, data and material that is provided by or on behalf of you. Such data is subject to measurement tolerance and may not fully accurately reflect the status of the machine(s) from which the information has been collected. Accordingly, the reports may not fully accurately describe the status of the machine(s) and the actual operational performance may differ from reports and the outcome of data analysis. The reports shall be used as a means of guidance and any decision based on the information provided in a report is taken at your own risk.

6. Third party websites, app stores and other material provided by third parties

The Accelleron Portal and the Services may include access to third party websites, app stores and other material provided by third parties, including on the internet. You may have to access such third party websites, app stores and/or material and may have to download Software from such third party websites or app stores. Accelleron does not operate or control any third party websites or any other information, services, opinions or other content provided by third parties, including on the internet (collectively, "External Content"). WE MAKE NO WARRANTIES OR REPRESENTATIONS AND HAVE NO RESPONSIBILITY OR LIABILITY FOR SUCH EXTERNAL CONTENT. THE CUSTOMER AGREES THAT IT SHALL MAKE NO CLAIM WHATSOEVER IN CONNECTION WITH THE CONTRACT AGAINST US RELATING TO EXTERNAL CONTENT.

7. Your responsibilities

7.1. **Collaboration.** You shall: (i) cooperate with us in all matters relating to the Services and/ or the Software; (ii) provide us with such information and materials as Accelleron may reasonably require in order to provide the Services and/or the Software, and ensure that such information is accurate, timely and complete in all material respects.

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7.2. Account administration. You are responsible to properly administer personal user accounts to the Services and the Portal provided by us. In case an employee is leaving your company, you are responsible to ensure that the corresponding personal user account to the Service and the Portal is revoked at the same date as the employee is leaving your company. If self-administration is available, you shall deactivate the user account yourself. Alternatively, you shall inform us that the user account needs to be deactivated.

7.3. Customer Default. If our performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you, including breach of the Contract, or failure by you to perform any relevant obligation ("Customer Default") we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default.

8. Licensing terms

8.1. License. We hereby grant to you a non-exclusive, non-transferable license to use the Accelleron Software for the Service period set out in the Order for the purposes of receiving the Services provided by us under the Contract.

You shall have no right to access, copy, alter, make publicly available or in any other way exploit or use the Accelleron Software, including the source code of the Accelleron Software. You shall have no right to remove or attempt to remove any Software that is provided by us or to use such Software in any way separate from or unrelated to our products or the Services. You agree that it shall not, except to the extent that such actions are explicitly permitted by mandatory applicable Laws, attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce or otherwise alter the same into or with any other software.

8.2. Updates and upgrades. We may remotely install updates or upgrades to the Software with or without notice to you. We may further recommend to you to install updates or upgrades to the Software as well as to the infrastructure provided to you. Updates or upgrades shall be governed by the terms and conditions of this Contract unless such updates or upgrades are accompanied by a separate license provided by us in which case the terms and conditions of such separate license will govern. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Contract, we are not obliged to provide any updates or upgrades to the Software.

8.3. Your Software and Third Party Software. You are solely responsible and liable for any of your software or Third Party Software that it connects to or otherwise uses with the Services and must comply with any third party terms and conditions, including any third party end-user license agreement relating to such Third Party Software. If you procure Third Party Software through us as specified in an Order, you must comply with any third party terms and conditions, including any third party end-user license agreement attached to or referred to in the Order relating to such Third Party Software.

8.4. Delivery. Unless otherwise specified in the applicable Order, the Software will be delivered electronically.

8.5. Accelleron Portal licensing terms. Your use of the Services or Software will require you to establish an account on the Accelleron Portal. Failing to do so will not relieve you of your obligation to make any payments to us in accordance with the Contract but will mean that you are unable to receive the Services or Software.

4/5 **8.6. Transfer and addition of licenses.** You are allowed to transfer licenses between installations within your company. In case an installation is leaving your company, you may transfer the license to another installation within your company.

In certain situations, and only after Accelleron's approval, it is possible to add licenses to Your Contract during the term of the Contract. In order to do so you will have to submit a so-called change order to Accelleron. This action will amend the Contract and additional charges may be due.

9. Subscription license renewal

Except as otherwise set forth on an applicable Order, the license period for a subscription license automatically renews for successive annual license periods unless either Party provides written notice to the other no less than ninety (90) days prior to the expiration of the then-current license period of its decision not to renew. For each annual term after the initial year, the annual license fee might be subject to change. Price changes will be communicated by us prior to the automatic renewal.

The number of licenses will be recounted prior to the yearly license renewal and it is required that you will submit in writing to Accelleron at least 90 days before the expiration date of the licenses described in the Order a list of all vessels with valid Tekomar XPERT licenses. If the actual number of licenses is higher than listed in the Order, a so-called change order needs to be submitted by you to Accelleron to cover the additional licenses. If the actual number of licenses counted is lower than listed in the Order and you wish to reduce the number of licenses, you will need to provide Accelleron a notice to cancel any redundant licenses.

10. Third party Users

10.1. Granting access. You may (i) activate the Services; (ii) download or make the Software available; and/or (iii) establish access to the Accelleron Portal, on behalf of a third party (for example your own customers) for purposes of including the Services into your own services to such third party. The right granted to such third party must be limited to a limited, internal, non-transferable, non-exclusive right to receive the Services, use the Software and access the Accelleron Portal solely for purposes of using the Tekomar XPERT Family and subject to and in accordance with (a) the terms and conditions of this Contract, in particular Sections 5, 7, 8, 9 and 11 of these STC and (b) the terms and conditions specified in the Order and/or the Service Description. You shall be fully responsible and liable to us for all acts and omissions of such third party.

10.2. Your Content. You must ensure that you obtain all necessary rights and consents from the third party to permit Accelleron to share data as described in the definition of "Your Content" in the Accelleron GTC and as may be further described in the Order and/or the Service Description with you.

10.3. Contract terms. You acknowledge, and must ensure the third party acknowledges, that the respective agreement is solely between you and the third party and that the third party is not a beneficiary of the Contract. You shall ensure that you are solely responsible towards the third party for addressing any claims, demands, losses, liabilities, damages, costs or expenses arising out of or in connection with the third party's use of the Services, the Software and/or the Accelleron Portal. You shall defend us as well as indemnify and hold us harmless against any such claims, demands, losses, liabilities, damages, costs or expenses regardless whether based on contract, tort or otherwise.

5/5 Notwithstanding the foregoing, you acknowledge that the third party will be obliged to accept separate terms and conditions when accessing or using the Services, Software and/or Accelleron Portal. The third party's acceptance of such terms and conditions shall not relieve you from any of your obligations under the Contract.

11. Data export and retrieval

During the term of the Contract, you will have the ability and the right to access and extract certain part of Your Content stored in the cloud or file system in relation to a Service or Accelleron Software as described in the Order.

You are responsible to export Your Content prior to the effective date of termination or expiration of the Contract in accordance with the methods and to the extent described by us in the Order or the Service Description. After expiration of such period we may delete Your Content.

Where you require assistance to retrieve Your Content, we may agree to provide you with additional assistance which shall be charged to you on a time and materials basis at our standard rates as in force at the time the assistance is to be provided or on such other rates as agreed between the Parties.

12. General provisions

The original version of the Contract is in English. If the Contract is translated into any other language the English version shall prevail.

13. People's Republic of China Specific Provisions Section 2 Scope add the following:

These STC together with the GTC, the Data Privacy Policy, the Data Export and Analysis Consent Form, the Acceptable Use Policy (AUP) and the Order or other terms and conditions referred to in these STC (together, the "Contract") are agreed between Accelleron (China) and its affiliates ("Accelleron", "we", "us" or "our") and the contracting entity ("Customer", "you" or "your") incorporated and conducting business operation in the People's Republic of China (PRC) and indicated in the Order, governs your use of Accelleron Tekomar XPERT Services and Software as well as your access to the Accelleron Portal.

Accelleron will comply with the Data Export and Analysis Consent Form if any of Your Content needs to be exported from PRC. By signing the Data Export and Analysis Consent Form, you certify that you explicitly consent to us using and exporting Your Content from PRC for the purposes described in the Data Export and Analysis Consent Form