

## **NON EXCLUSIVE AIS DATA ACCESS AND LICENSE OF USE AGREEMENT**

**THIS AGREEMENT** is dated 15 December, 2021 (the Commencement Date)

### **PARTIES**

**Cabinet Office**, whose registered office is at 70 Whitehall, London, SW1A 2AS, United Kingdom (hereinafter referred to as “**Client**”) and

**Exmle Solutions Ltd**, whose registered office is at 1 Kings Avenue, London, N21 3NA, UK (hereinafter referred to as “**MarineTraffic**”).

**IT IS HEREBY AGREED** that under the Special and General Terms & Conditions, as well as any appendices of this Agreement, MarineTraffic shall provide a non-exclusive access to its Data to Client and Client shall be granted a non-exclusive license to use of such Data.

### **SPECIAL TERMS & CONDITIONS**

#### **Schedule A            API Service**

API Services shall return to Client the following Data:

VI02 - Expected Arrivals: Extended responses (once per hour) for all commercial vessel types (Cargo and Passenger) that have specified a United Kingdom commercial port as their destination.

EV01 - Port Calls: Extended responses (once per hour) for all commercial vessel types (Cargo and Passenger) that have made a port call at a United Kingdom commercial port.

EV03 - Berth Calls: Extended responses (once per hour) for all commercial vessel types (Cargo and Passenger) that have made a berth call at a United Kingdom commercial port.

VI06 - Port Congestion: Receive information on waiting times at ports, anchorages, and defined commercial markets for United Kingdom commercial ports

#### **Schedule B            License of Use / Restrictions**

Data accessed and licensed under this Agreement shall be used only:

For internal use by the Client.

Client shall also have the right to provide access to and share the Data with (i) BPDG - Border and Protocol Delivery Group, (ii) CCS SitCen - Civil Contingency Secretariat National Situation Centre, and (iii) any other Cabinet Office and Cross Government Working Group delivering outputs on related matters, hereinafter collectively referred to as “**End Users**”, for analysis purposes only, namely in order to collaborate for analysis and insight of freight flow and disruption at UK ports, these insights are for briefing ministers and other government departments.

Parties agree and acknowledge that Client shall have the right to share, publish or use any analysis reports or results for commercial purposes, provided that the Data itself or any portion

of such Data as a standalone product shall not be directly accessible or downloadable or otherwise used by any third party except Client and End Users for the permitted purpose in accordance with this Schedule.

#### **Schedule C      Term**

This Agreement shall commence on the date it is entered into (the “Commencement Date”) and shall continue for three (3) years.

Client shall have the right to terminate this Agreement for convenience at any time during the term of the Agreement by giving ninety (90) days prior written notice to MarineTraffic.

#### **Schedule D      Fees/ Currency**

In consideration of the Data access and license of use set forth herein, Client shall pay a total fee of GBP 83,790.00 plus V.A.T (if applicable), invoiced **Redacted** **Under FOIA Section 43, Commercial Interests** in advance. All fees shall be paid in GBP.

#### **Schedule E      Other terms**

1. Client shall ensure End-Users’ compliance with the Special and General Terms and Conditions of this Agreement relating to the API Service and Data that is licensed under it.
2. Prior to first use of the licensed API Service, each End-User shall contact MarineTraffic Support Team for onboarding/training purposes on their new license and use of the Data as that license is described in Schedule A hereof. Any such communication shall be addressed to customer.success@marinetraffic.com
3. Prior to first use of every license provided under this Agreement by each End-User, Client shall provide MarineTraffic with the End-User's details referred to in Annex I hereof. For the avoidance of doubt, MarineTraffic will keep in its records End-User’s details described in Annex I for future reference and use.
4. Client represents and warrants that it has all necessary right and has received End-Users’ prior written approval in order to provide MarineTraffic any such End-Users business details described in Annex I, in order for MarineTraffic to provide API Services under this Agreement.
5. **Redacted** **Under FOIA Section 43, Commercial Interests**
6. In case Client terminates this Agreement for convenience in accordance with Schedule C herein before the expiration of the initial term of this Agreement, Client shall pay any monies that became due or owing until termination. In this case, Client shall also pay the balance between the discounted Fees provided in Schedule D herein and MarineTraffic’s standard fees for such API Services for the period from commencement date until termination.

## **GENERAL TERMS & CONDITIONS OF SERVICES**

The following General Terms & Conditions shall be applicable between the parties with concern to this Agreement, along with the Special Terms & Conditions above and any appendices attached hereto. In the event of any conflict or contradiction between a Special and a General Term or Condition hereof, the provisions of the Special Term or Condition shall prevail.

### **1. Appointment**

1.1 Subject to the terms and conditions herein, MarineTraffic hereby grants to Client, and Client agrees to purchase from MarineTraffic, a non-exclusive, non-transferable, revocable access and license of use MarineTraffic's AIS Data described in Schedule A hereof.

1.2 For the avoidance of doubt, nothing in this Agreement shall prevent MarineTraffic from providing access to its Data to any other parties or from granting other licenses of use in connection with its Data, who may or may not compete with Client.

### **2. Restrictions**

2.1 Except from the Data's license of use expressly described in Schedule B hereof, Client shall have no other rights with respect to the AIS Data, including without limitation, any right otherwise to use, distribute, furnish or resell the Data or any portion or derivative thereof. Except as expressly permitted pursuant to Schedule B of this Agreement, Client may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, translate, publish, display, modify, upload, post, transmit, enhance or create derivative works from, or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation or exploit in any way material from the licensed Data. Except as expressly provided in Schedule B herein, Client may not use Data in a service bureau, time sharing, or facilities management arrangement or otherwise use Data to provide products or services to third entities. Client shall take all necessary measures in order to ensure that its employee and staff shall undertake and commit that they will use the Data according to the rights granted to Client with this Agreement.

2.2 By executing this Agreement, Client assumes the obligation to refrain from using the Data for illegal, deceptive, misleading or unethical purpose or otherwise in any manner inconsistent with this Agreement or which may be or may be construed as being detrimental to the reputation of MarineTraffic, even in an indirect way.

### **3. Delivery / Modification of the Data**

MarineTraffic shall make reasonable efforts to provide the Data in the same format during the term of the Agreement. Subject to the foregoing, Client acknowledges and agrees that nothing in this Agreement constitutes an undertaking by MarineTraffic to provide the Data in its present form or under any specifications. MarineTraffic shall notify Client, in writing, of any addition to, deletions from, modifications to, or changes to the Data format a minimum of fifteen (15) days prior to implementation.

### **4. Service Level Responsibility**

4.1 MarineTraffic agrees and undertakes to facilitate and generally to use reasonable efforts to ensure the automated and uninterrupted supply of the Data to Client from the computer equipment of MarineTraffic at all times during the term of the Agreement. MarineTraffic shall particularly use its reasonable efforts to ensure the constant use of a cluster of database and application servers that are capable of handling API calls by current and prospective clients and that it shall make any changes necessary to its systems and infrastructure to ensure the services set forth under this Agreement are provided according to the terms hereof.

4.2 MarineTraffic shall use commercially reasonable efforts to make its licensed Data feed available 24 hours a day, 7 days a week, except for (i) planned downtime, provided that MarineTraffic has provided written notice of such planned downtime at least 48 hours in advance; or (ii) any unavailability caused by circumstances beyond MarineTraffic's reasonable control, including without limitation, acts of God, acts of government, fire, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, or hosting facility failures or delays involving hardware, software or power systems not within MarineTraffic's reasonable control.

4.3 The Data to be provided under this Agreement shall be immediately accessible upon execution of this contract. Nevertheless, Client may be asked to co-operate with MarineTraffic so as to facilitate the regular and timely supply of the Data to Client as contemplated by this Agreement.

4.4 MarineTraffic will deliver the service with uptime exceeding on average 99%, as measured over the period of one contractual year. For this reason, MarineTraffic operates monitoring systems that alert its authorized employees of API errors and protocols to restore such incidents. MarineTraffic shall keep registry of every API call made by Client and shall produce a monthly performance report based on these logs that will show an aggregate of incident intervals.

4.5 MarineTraffic shall make reasonable commercial efforts to ensure the Data is accurate. Subject to the foregoing and taking into consideration that MarineTraffic cannot control the accuracy of the AIS signal transmitted from the vessels or antenna/satellite receivers or provided by other commercial sources, the Client acknowledges and agrees that the Data accessed and licensed by MarineTraffic may be inaccurate or incomplete and are subject to error, delay or change. Therefore, reliance upon or use of such Data shall be at the Client's risk. MarineTraffic has taken all technically reasonable measures to ensure that the Data is not interrupted or altered through MarineTraffic's process to its clients.

## **5. DISCLAIMER**

EXCEPT AS SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF MARINETRAFFIC OR ANY OF ITS AFFILIATES THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE DATA OR ITS CONTENT. EXCEPT AS SET FORTH HEREIN, THE AIS DATA PROVIDED BY MARINETRAFFIC, OR ANY OF ITS AFFILIATES, THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS IS PROVIDED ON AN "AS IS" BASIS, AND MARINETRAFFIC EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AVAILABILITY OR PERFORMANCE OF THE INTERNET AND RELATED NETWORKS USED FOR THE PROVISION AND RECEIPT OF THE DATA. MARINETRAFFIC DOES NOT WARRANT THAT THE DATA WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE DATA IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE DATA WILL MEET CLIENT'S SYSTEMS REQUIREMENTS. MARINETRAFFIC DOES NOT WARRANT OR REPRESENT THE USE OF THE DATA IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## **6. LIMITATION OF LIABILITY**

6.1 MarineTraffic warrants that it shall provide the Data to Client without modification or deletion of any data, including raw data. MarineTraffic warrants that (a) it has all necessary right and power to provide the Data according to this agreement, (b) to the best of its knowledge the Data does not infringe the proprietary rights of any third party or violate applicable laws and/or regulations, (c) it shall promptly inform Client if it receives communications that the provision of the Data infringes any proprietary rights or applicable laws and/or regulations, and (d) it shall make reasonable commercial efforts to ensure the Data is accurate.

6.2 MarineTraffic does not warrant that the Data to be provided under this Agreement contain all nautical navigation or other relevant data existing worldwide.

6.3 By executing this Agreement, Client acknowledges that except for breach of the express warranties set forth herein, in no event or circumstance shall MarineTraffic be liable to Client, its clients or affiliates for any special, incidental, indirect, punitive, consequential damages or any other damages or loss or liability of any kind (including, but not limited to, lost profits and pecuniary or non-pecuniary damages, that may result from the use of the Data, any delay or interruption of service, or omissions or inaccuracies in the information), arising from any defect in or failure of MarineTraffic to provide the agreed access and license hereof or the performance of this Agreement or any breach hereof by MarineTraffic or its employees, even if MarineTraffic or any other party have been advised of the possibility thereof.

6.4 MarineTraffic shall not be liable or responsible in negligence or otherwise to any person not a party to this Agreement for (i) any information, data or advice expressly or impliedly given by MarineTraffic or (ii) any act, omission or inaccuracy by MarineTraffic.

6.5 In no event shall MarineTraffic's liability under this Agreement exceed the annual fees paid by Client to MarineTraffic for the provided access and license of agreed hereto.

6.6 By executing this Agreement, MarineTraffic does not enter or execute any contract with any other entity or person except the Client. Client is solely liable to incorporate the Data received herewith in its systems or products and handle it so as for the Data to be accessible by and satisfy its requests. Nothing in this Agreement will be construed to create rights in favor of any entity or person not a party to this Agreement.

## **7. Intellectual Property**

7.1 The licensed Data of MarineTraffic hereof is protected by international treaties and other proprietary rights and laws. Client agrees to abide by all applicable intellectual property laws, regulations and directives concerning proprietary data rights, as well as any additional notices

or restrictions contained in the Data. Unauthorized use of the Data and the materials contained in it may violate applicable copyright, trademark, data or other intellectual property laws or other laws and regulations and shall constitute a material breach of the terms of this Agreement.

7.2 By executing this Agreement Client agrees, acknowledges and undertakes that it will not, either during or at any time after the expiry or termination of this Agreement, howsoever arising:

7.2.1 Acquire any right, title or interest whatsoever, (including without limitation goodwill, copyright and other so called intellectual property rights), in any Data, name and/or logo and/or trademark of or legitimately used by MarineTraffic with concern or in connection to the Data and its businesses;

7.2.2 Directly or indirectly use or exploit or authorize (or purport to authorize) any other person or company directly or indirectly to use or exploit any Data, name and/or logo and/or trademark of or legitimately used by MarineTraffic with concern or in connection to the Data and its businesses, whether for publicity or information or for any other purpose.

7.3 MarineTraffic represents and warrants that the information, systems, environment and tools are MarineTraffic's proprietary information and are used in accordance with the terms of applicable licenses and in compliance with applicable laws, treaties, regulations and directives.

7.4 MarineTraffic warrants that the Data is either MarineTraffic's ownership or it has obtained from Data's owners all necessary and adequate licenses for the legitimate use and exploitation of the Data provided to Client under this Agreement.

## **8. Fees / Payment**

8.1 MarineTraffic reserves the right to amend the fees provided in Schedule D at any time after the initial term referred to in Schedule C, by giving written notice to Client at least forty-five (45) days prior to the effective date of such amendment; provided that Client may terminate this Agreement by giving written notice to MarineTraffic within thirty (30) days as of the receipt of MarineTraffic fee amendment notice.

8.2 All sums payable or benefits provided under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum or benefit in question. Except as otherwise provided for in Schedule D hereof: (a) an invoice shall be provided against any payment, the first invoice being issued immediately after the Commencement Date and (b) all invoices shall be payable within 15 days as of Client's receipt of those invoices. Any invoice issued under this Agreement and/or its renewals, is not and shall not be subject to the provision of a Purchase Order ("PO"). Notwithstanding the foregoing, Client may provide to MarineTraffic a PO; provided that the content of that PO is according to the template attached hereto as Annex II. In any case, the Special & General Terms and Conditions of this Agreement supersede any other term or condition that is included in Client's PO. Funds remitted shall be in the full amount, and any originating bank fees shall be the responsibility of Client. Payment shall be made to Exmile Solutions Ltd, by wire transfer, at the following bank details:

## **Redacted Under FOIA Section 43, Commercial Interests**

8.3 Client will receive a pro rata refund for any API service outages in excess of one (1) business day, issued in the form of a credit on the next invoice, or in a refund in the event of termination in case this termination is a result of MarineTraffic's fault.

8.4 Client acknowledges that, in the event of termination of this Agreement by MarineTraffic, as a result of Client's material breach of any term or condition set forth herein according to term 9.2.1 hereof, there will be no refund of any fee already paid by Client and Client shall have no right whatsoever to claim this such refund.

8.5 All amounts to be paid by Client pursuant to this Agreement must be received by the due date to be considered paid on time. MarineTraffic reserves the right to apply a late payment fee on any balances not disputed in good faith that remain unpaid fifteen (15) days following the date of the invoice in the amount equal to one and one-half percent (1,5%) per month of such amount beginning on the date the payment was due; provided, that: (a) if the maximum amount allowed under applicable law is less, then such maximum lesser amount shall be paid by Client and (b) MarineTraffic provides Client with a written notice concerning the unpaid amount.

8.6 The charges or fees set forth in this Agreement exclude all present and future taxes, duties, required contributions or fees of any nature (collectively, "Taxes").

## **9. Term and Termination**

9.1 The duration of this Agreement shall be for the initial term stated in Schedule C hereof. Except as otherwise stipulated in the same Schedule, after the initial term, this Agreement shall be renewed for consecutive yearly periods until one of the parties terminate it, even without serious reason, by giving written notice to the other party. The results of this notice shall have effect after 90 days as from the date of receipt of such notice from that other party.

9.2 Either party (the "non-defaulting party") shall have the right at any time to terminate this agreement forthwith, by giving notice in writing to the other party (the "defaulting party"), if:

9.2.1 The defaulting party or its clients or its affiliates commits a material breach of any of the schedules and/or the terms and conditions of this agreement and does not rectify such breach within fifteen (15) days after such written notice by the non-defaulting party was sent to that defaulting party, inviting it to such rectification; or

9.2.2 Any distress, execution or other process is levied upon any of the assets of the defaulting party; or

9.2.3 The defaulting party has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) or any status equivalent to the above; or

9.2.4 The defaulting party ceases or threatens to cease to carry on its business;

## **10. Obligations upon termination**

10.1 The termination or expiration of this Agreement shall not release the parties of any obligation to pay any monies that became due or owing according to the terms hereof, and all outstanding amounts shall continue to be payable in accordance with this Agreement.

10.2 Upon termination of this Agreement for any reason:

10.2.1 Client shall stop immediately exploiting and using the Data provided by MarineTraffic until termination, whether in whole or partially, except from any Data that, at the time of the effect of termination, has been integrated into Client's programs or derivative products or services provided by Client to its clients, according to the terms and conditions hereof.

10.2.2 Client shall stop using any name and/or logo and/or trademark of or legitimately used by MarineTraffic, as the origin of the Data.

## **11. Confidentiality**

11.1 During the term and thereafter, each Party shall keep confidential and not disclose, other than to their respective legal and financial representatives any of the other Party's confidential proprietary information, knowledge or trade secrets such as, but not limited to, financial information, including those related to this Agreement, data bases and IT details, marketing and advertising plans, customer lists, licensing rights and the like, disclosed as confidential and proprietary by such Party or of which it becomes aware during the course of its relationship with the other Party.

11.2 If either Party is uncertain about the status of a particular piece of information, it shall treat it as confidential until it consults the other Party in order to determine such status.

11.3 The Parties further undertake with each other that they will at all times keep confidential and will not at any time use, divulge or communicate to any person other than to their respective officers, employees, accountants, lawyers or agents whose business it is to know the same and except as required by law any information relating to this Agreement. The Parties will use their best endeavors to prevent the publication or disclosure of any confidential information concerning the same.

11.4 Any information disclosed by one Party to the other shall be used strictly in relation to the activities to be performed under this Agreement.

## **12. Sub-License**

12.1 Except as otherwise set forth in Schedule B hereof, Client may not sublicense the Data to any third parties, including its affiliated parties.

12.2 In case that MarineTraffic herewith grants Client a right to sub-license all or part of the Data, such sub-license shall be governed by at least the terms and conditions hereof. Client shall use all commercially reasonable means to ensure that sublicensed clients shall avoid potential

misuse or unauthorized access to the Data. Nonetheless, Client hereby undertakes to be responsible and liable for all acts or omissions of its sub-licensees as though such acts or omissions were made by Client. Accordingly, Client shall indemnify MarineTraffic in respect of all costs, damages and expenses incurred as a result of such acts or omissions by them.

12.3 It is hereby agreed and acknowledged by Client that any sub-licensee of the Client shall not have any right of use of the Data otherwise than as expressly licensed to Client hereunder, and without prejudice to the generality of the foregoing Client undertakes and agrees to procure that its sub-licensees undertake not to use the Data otherwise than stipulated hereunder. Client acknowledges that any use by any sub-licensee of the Data otherwise than specified herein shall be a material breach for this Agreement.

### **13. Compliance with laws**

13.1 Client shall be responsible for its compliance with any applicable import or export control restrictions on the Data, laws and regulations as may be modified from time to time, imposed by the governments of its registered offices and, if applicable, of other countries. Client shall not attempt to, or knowingly export or re-export any Data covered under this Agreement to any country, prohibited from obtaining such Data, either directly or indirectly. Client shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder with concern to the Data.

13.2 Client shall ensure that, in all its interactions with MarineTraffic and/or with its clients, shall comply with all applicable anticorruption laws and shall not engage in any conduct that would cause MarineTraffic to violate any laws, including but not limited to anticorruption laws.

13.3 Client warrants that, at the time of entering into this Agreement, it is not situated, registered, incorporated or operating at a sanctioned country, as those sanctioned countries are listed by EU, UN, OFAC or other national or international institutions and authorities. Client may not use, promote or sell any products or services which contain the Data to any individual or entity, which is owned, controlled or associated with a proscribed country (or to any sanctioned country) or any individual or entity or sanctioned country with any history of jeopardizing vessel safety.

13.4 Client shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including without limitation the applicable data protection regulation.

13.5 MarineTraffic may, at its own discretion, suspend or terminate this Agreement with immediate effect of such suspension or termination, in case it has evidence that the Client or its affiliated persons or entities, including its shareholders, subcontractors or directors is included in a sanction list of the EU, UN, and OFAC or other national or international institutions and authorities. For the avoidance of doubt, it is acknowledged between the parties that there is substantial evidence for such suspension or termination if a financial institution where MarineTraffic owns a bank account rejects payment of fees by the Client because of such sanction. The effects of termination of clause 10 hereof shall also apply on this case.

### **14. Force Majeure**

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Force Majeure event, like Act of God, fire, causality, flood, natural catastrophe, earthquake, hazards of space, including but not limited to space debris collisions, solar flares or any electro-magnetic interferences, war, epidemic, destruction of production facilities, riot, governmental acts or omissions (including without limitation, failure to grant, suspend and/or cancellation of permits or licenses,), laws or regulations, insurrection, transportation stoppages or slowdowns, acts of terrorism, acts of third party telecommunications suppliers or data collectors, power and/or internet failures, or any other cause beyond the reasonable control of the party invoking this section and, if such party shall have used its adequately diligent efforts to mitigate its effects and such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the relevant performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within **twenty (20)** days after such event, the other party may terminate this Agreement.

### **15. Miscellaneous**

15.1 Any interest or obligation under this Agreement shall not, without the prior written consent of the other party hereof, be assigned, sublicensed, transferred, mortgaged, encumbered or otherwise disposed of by the parties or by operation of law.

15.2 Nothing herein shall create, be deemed to create or be construed as creating any partnership, agency or joint venture between the parties hereto or shall be deemed to render either party liable for any of the debts or obligations of the other party.

15.3 The failure or delay of each party hereof to exercise its rights under this Agreement, by omission or default, no matter how long the same may continue, or to insist upon a strict performance of any of the terms or provisions herein, shall not be deemed or construed as a waiver.

15.4 If any part of this Agreement which is not considered a material term shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.

15.5 This Agreement, including any Schedules and/or Annexes attached hereto and Special and General Terms and Conditions herein, constitutes and contains the entire agreement and understanding of the parties hereto relating to its subject matter and no oral or written representations, documents, promises or any other prior materials not embodied herein shall be of any force or effect or have been relied upon by the parties in agreeing to enter into this Agreement.

15.6 This Agreement may be modified or amended only by a written agreement executed by both parties. Once so executed, such amendments shall become an integral part of this Agreement, subject to all the terms and conditions herein and shall have full force and effect.

15.7 In the event of any conflict or contradiction between a Special and a General Term or Condition hereof, the provisions of the Special Term or Condition shall prevail.

#### **16. Governing Law – Jurisdiction**

This Agreement, its Schedules and/or Appendices hereto, shall be governed by and construed in accordance with English law and any dispute or claim arising out of or in connection with this agreement shall be submitted by the parties to the exclusive jurisdiction of the courts of London, UK.

#### **17. Notices**

Regular notices may be sent by email. Statements may be sent by email, so long as confirmation copies are sent via airmail, bearing such party's address, as set forth on the first page of this Agreement, or such other address as is specified in writing by that party. Such notices shall be deemed received on the date of mailing. Notices sent by email transmission shall be deemed received upon confirmation of transmission thereof.

#### **18. Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Data Access and License of Use Agreement on the date first written above

For and behalf of: **Cabinet Office** Signed by: **Redacted** Under FOIA Section 40, personal information

Title: Commercial Director – Cabinet Office and HM Treasury

For and on behalf of: **Exmile Solutions Ltd**

Signed by: **Redacted** Under FOIA Section 40, personal information

Title: Regional Sales Manager



**ANNEX I****END USERS DETAILS**

Company trade name:	
Registered address:	
Scope of work:	
API/Online Service:	
Email address:	
Contact person:	

ANNEX II  
Purchase Order Template

**PURCHASE ORDER**

**Date** [ ], 202[ ]

**Exmile Solutions Ltd (“MarineTraffic”)**, (1 Kings Avenue, London, N21 3NA, UK)

[ ] (“Client”), ([ ])

**IT IS HEREBY AGREED** that MarineTraffic shall provide a non-exclusive access to its Data as described in Schedule A (hereinafter referred to as “Data”) to Client and Client shall be granted a non-exclusive license to use of such Data against the Price referred to in Schedule B.

**SPECIAL TERMS & CONDITIONS**

**Schedule A – Data:**[ ]

**Schedule B – Price:** [ ]

**Schedule C –Payment:** [ ]

**Schedule D– Invoice No:**[ ]

**GENERAL TERMS & CONDITIONS**

Parties acknowledge and agree that this PO is governed by the Special and General Terms and Conditions of the NON EXCLUSIVE AIS DATA ACCESS AND LICENSE OF USE AGREEMENT dated [ ] between the Parties.

**IN WITNESS WHEREOF**, the Client has executed this Purchase Order on the date first written beneath.

Date:

For and behalf of:

Signed by: