

JEPPESEN DATA LICENSE AGREEMENT

PLEASE READ THIS ENTIRE DATA LICENSE AGREEMENT (“**AGREEMENT**”) CAREFULLY IN ITS ENTIRETY BEFORE DOWNLOADING, INSTALLING, ACCESSING AND USING THIS DATA. THIS AGREEMENT IS LEGALLY BINDING UPON YOU (“**You**”) AND JEPPESEN ITALIA S.R.L. WHO ENTERS INTO THIS AGREEMENT ON BEHALF OF ITSELF AND ITS JEPPESEN AFFILIATES WHEREVER LOCATED (hereinafter collectively referred to as “**Jeppesen**”). BY OPENING THE SEALED PACKAGE, DOWNLOADING, INSTALLING, ACCESSING, OR USING THIS DATA, YOU ARE AGREEING TO EACH TERM OF THIS AGREEMENT INCLUDING THE RESTRICTIONS ON USE, LIMITED WARRANTY AND DISCLAIMER, AMONG OTHER THINGS. **IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF.**

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PROMPTLY RETURN THE DATA AND ACCOMPANYING MATERIALS TO THE PLACE WHERE YOU PURCHASED IT. ALL DATA SALES ARE NON-REFUNDABLE ONCE YOU HAVE ACCEPTED THIS AGREEMENT AND USED THE DATA OR, IF APPLICABLE, THE DATA PERMIT IS GENERATED. DONGLE EXCHANGES REQUIRE THE DONGLE TO BE RETURNED BEFORE A NEW DONGLE CAN BE ISSUED.

AS A PARTY TO THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

All (a) data including but not limited to, digital charts and any other supplemental information whether intended to aid navigation or not, and any updates thereof (collectively “**Data**”), (b) delivery and/or installation media such as cartridges, CDs, or DVDs, and any other accompanying materials (“**Media**”), (c) access control device(s) (“**Dongle(s)**” or “**Hardware Key(s)**”), and the HASP key embedded in the Dongle(s) or Hardware Key(s) needed to activate the data (Media and Dongles or Hardware Keys shall be collectively referred to as “**Materials**”) and (d) update services (“**Services**”) supplied to You by Jeppesen under this Agreement shall be subject to the terms and conditions of this Agreement. The terms and conditions set out in this Agreement supersede all other documents concerning the Data, Materials and Services, including previous versions of this Agreement.

1. **OWNERSHIP AND COPYRIGHT.** Jeppesen and/or its third party licensors shall retain all rights, title and interest in the copyrights, database rights and other neighboring rights, patents, trade secrets, trademarks, service marks, design rights, proprietary information rights and other intellectual property rights as may exist anywhere in the world in the Data. The Data and certain Materials may be protected by copyright, database rights and other neighboring rights. To the maximum extent permitted by applicable law, such protected works may not be copied, reproduced, translated, modified, adapted, reversed-engineered, decompiled, stored in a retrieval system, or retransmitted in whole or in part, in any form or by any means. This Agreement does not grant you any rights in connection with any trademarks or service marks of Jeppesen. All rights not expressly granted are reserved by Jeppesen and/or its authorized third party licensors.
2. **LICENSE.** The Data You are about to load is licensed, not sold, either on a single usage or limited networking basis in a navigation system. Jeppesen grants to You the non-transferable, personal, non-exclusive right, so long as You comply with the terms and conditions of this Agreement, to use the Data, Materials and Services only for Your benefit solely as a navigational aid (i.e., a supplement to official navigation information and traditional navigation techniques), and not as the sole or primary method of navigation.

The term of the license may either be a time limited license or an unlimited license based on the specific product You have acquired. The validity of the license depends on Your compliance with the terms and conditions set forth in this Agreement.

3. **RESTRICTIONS ON USE. THE DATA AND OTHER THINGS PROVIDED HEREUNDER ARE FOR PRIVATE USE ONLY AND NOT FOR COMMERCIAL USE.** Except (i) as otherwise expressly authorized herein or (ii) as expressly allowed by mandatory applicable law, or (iii) for the initial loading and other operations necessary for legal utilization of the Data, You may NOT (a) copy, duplicate, reproduce or publish the Data or the Materials or any of their contents; (b) electronically transfer the Data or the contents of the Materials to multiple computers for concurrent use over a network; (c) distribute copies of the Data or the Materials to others by any means whatsoever; (d) in whole or in part change, modify, adapt, translate, reverse engineer, disassemble or decompile the Data or the Materials or create derivative works based on the Data or the Materials; (e) assign, rent, exchange, lend, lease or sublease the Data or the Materials or any copies thereof; or (f) sell or transfer the Data or the Materials or any copies thereof; or (g) bundle, re-package, or include the Data or the Materials with any software in any way. Any unauthorized reproduction, use, or transfer of the Data or the Materials may be a crime and may subject You to damages and attorneys’ fees.
4. **TERMINATION.** Without prejudice to any other rights governed by this Agreement, the license to use the Data and the Materials and any right to receive Services granted under this Agreement will automatically terminate if you fail to comply

with any term of this Agreement or if you fail to comply with any mandatory law applicable to Your use of the Data. In such event, you will not be entitled to reimbursement of any fees already paid to Jeppesen, but You will be liable for payment of any amounts due to Jeppesen.

5. WARNING.

YOU ACKNOWLEDGE, SHALL COMPLY WITH, AND TAKE INTO CONSIDERATION THE FOLLOWING WARNINGS FROM JEPPESEN:

NAUTICAL NAVIGATION IS AN INHERENTLY DANGEROUS ACTIVITY AND SHOULD ONLY BE ENGAGED IN BY PERSONS WITH ADEQUATE TRAINING AND EXPERIENCE.

ONLY UP-TO-DATE OFFICIAL GOVERNMENT CHARTS AND NOTICES TO MARINERS CONTAIN ALL INFORMATION NEEDED FOR THE SAFETY OF NAVIGATION AND, AS ALWAYS, THE CAPTAIN IS RESPONSIBLE FOR THEIR PROPER USE AND AWARENESS OF CURRENT CONDITIONS.

UNLESS OTHERWISE SPECIFIED BY NATIONAL MARITIME AUTHORITIES, THE DATA LICENSED HEREUNDER IS INADEQUATE AS A PRIMARY MEANS OF NAVIGATION, AND SHOULD BE USED ONLY AS A SUPPLEMENT TO OFFICIAL GOVERNMENT CHARTS AND TRADITIONAL NAVIGATION METHODS.

NEW CHARTS OR NOTICE TO MARINERS CORRECTIONS WILL RENDER THE DATA OBSOLETE AND INACCURATE. UPDATES MAY BE AVAILABLE FROM JEPPESEN.

THE DATA MAY NOT CONTAIN ALL NAUTICAL NAVIGATION DATA EXISTING WORLDWIDE AND YOU SHOULD MAKE NO ASSUMPTION OTHERWISE.

THE DATA IS DERIVED, IN PART, FROM MATERIAL PROVIDED WITH THE PERMISSION OF VARIOUS NATIONAL HYDROGRAPHIC OFFICES AND OTHER THIRD PARTY SOURCES (THE "LICENSORS"). JEPPESEN IS AN AUTHORISED USER AND LICENSEE OF SELECTED DATA PRODUCTS UNDER SEPARATE AGREEMENTS WITH THE LICENSORS. ALL RIGHTS ARE RESERVED BY THE RESPECTIVE LICENSORS AND COPYRIGHT RESTRICTIONS APPLY. THE INFORMATION MAY NOT BE MODIFIED OR EXPLOITED BY REVERSE ENGINEERING OF FORMATS AND ENCRYPTION OR COPIED, REPRODUCED, TRANSLATED, OR REDUCED TO ANY ELECTRONIC MEDIUM OR MACHINE READABLE FORM, IN WHOLE OR PART. INFORMATION ABOUT THE SOURCE OF A SPECIFIC CHART MAY BE VIEWED BY CHOOSING "INFORMATION OF CHARTS / DATA SOURCE" IN THE NAVIGATION SYSTEM.

JEPPESEN MAY UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR DEFECTS DUE TO INCORRECT OR MISSING INFORMATION FROM THESE HYDROGRAPHIC OFFICES OR OTHER THIRD PARTY SOURCES.

NO LICENSOR HAS VERIFIED THE DATA AND NO LICENSOR ACCEPTS ANY LIABILITY FOR THE ACCURACY OF REPRODUCTION OR FOR ANY MODIFICATIONS THAT MAY HAVE BEEN MADE TO THE INFORMATION SUPPLIED. FURTHERMORE, NO LICENSOR WARRANTS THAT THE DATA MEETS ANY REGULATIONS AS AN APPROPRIATE PRODUCT FOR NAVIGATION OR THAT IT CONTAINS THE LATEST HYDROGRAPHIC INFORMATION AVAILABLE.

6. LIMITED WARRANTY AND DISCLAIMER. To the maximum extent permitted by applicable law, the following provisions apply:

Jeppesen warrants that the Media, if any, on which the Data is recorded and delivered are free from defects in materials and workmanship under normal use and operation. This limited warranty is effective for a period of sixty (60) days following your receipt of such Media. The limited warranty provided herein is made to You if You (a) have fully paid the required license fee for use of the Data, (b) have fully complied with the terms of this Agreement, and (c) are the original licensed end-user. No warranty is made to any other person or entity.

During the warranty period set forth above, Jeppesen will replace any Media which proves defective in materials or workmanship, without charge, on an exchange basis. This is Jeppesen's entire liability and your sole and exclusive remedy. This remedy shall not apply if the Media on which the Data is stored has been damaged by negligence, accident, improper or unreasonable use, or by any other cause unrelated to defective material or workmanship.

WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF LIABILITY SPECIFIED HEREINAFTER, JEPPESEN SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF

THE DATA OR OTHER THINGS PROVIDED HEREUNDER FOR ANY BUSINESS ACTIVITY OF ANY NATURE WHATSOEVER. THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT THE DATA IS OF A GENERAL NATURE, AND THAT IT MAY NOT BE DESIGNED FOR, ADEQUATE TO, OR CONFORM TO YOUR SPECIFIC NEEDS AND/OR PURPOSES, NOR THAT IT CONFORMS WITH SPECIFIC SAFETY REQUIREMENTS OR GOVERNMENTAL STANDARDS OR REGULATIONS IN YOUR COUNTRY. JEPPESEN MAKES NO EXPRESS OR IMPLIED WARRANTY, AND DISCLAIMS ANY LIABILITY FOR THE DATA, THE ACCURACY OF THE DATA SOURCE MATERIAL, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY OR CONFORMANCE WITH ANY GOVERNMENT STANDARDS OR REGULATIONS OF SUCH DATA, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND YOUR REMEDIES SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY OTHER RIGHTS, CLAIMS AND REMEDIES YOU WOULD OTHERWISE HAVE AGAINST JEPPESEN WITH RESPECT TO THE DATA, THE MATERIALS AND THE SERVICES PROVIDED HEREUNDER.

Notwithstanding the exclusion of warranty for the Data, should You encounter any problems with the Data or find a suspected error, You should report such problem or suspected error to Jeppesen as soon as reasonably possible.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT SHALL JEPPESEN OR ITS THIRD PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, DATA, PROPERTY DAMAGE OR INJURY) WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, WARRANTY, CONTRIBUTION, STRICT LIABILITY, TORT OR OTHER THEORY ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE DATA, MATERIALS OR SERVICES PROVIDED HEREUNDER OR ANY OTHER LEGAL THEORIES, EVEN IF JEPPESEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, JEPPESEN'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE DATA DURING THE LATEST TWELVE (12) CALENDAR MONTHS.

If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Jeppesen's liability set forth in this Section shall apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

8. **INDEMNIFICATION.** To the maximum extent permitted by applicable law, You will indemnify and hold harmless Jeppesen and its third party licensors from and against all claims and liabilities (including claims by third parties including but not limited to vessel owners, operators or managers), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including Your employees but not employees of Jeppesen, or for loss of or damage to any property, including any vessel and cargo, arising out of Your use of the Data provided hereunder, whether or not arising in tort or occasioned by the negligence of Jeppesen. Your obligations under this indemnity will survive the termination of this Agreement.
9. **EXPORT COMPLIANCE.** You shall be responsible for Your compliance with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other countries. You shall not attempt to, or knowingly export or re-export and Data, Materials or Services covered under this Agreement to any country, or national thereof, prohibited from obtaining such Data, Materials or Services, either directly or indirectly. You shall, at Your sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct Your respective activities hereunder.
10. **ASSIGNMENT.** Jeppesen may assign and transfer all its rights and obligations under the Agreement to any third party.
11. **GOVERNING LAW AND ARBITRATION.** This Agreement shall be governed by and construed in accordance with the laws of the Italy, without regard to its conflicts of laws provisions.

To the maximum extent permitted by applicable law, any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International

Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Milan, Italy. The language of arbitration shall be English. This arbitration clause shall not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.

12. AMENDMENTS. Jeppesen reserves the right to change or modify any of the terms and conditions of this Agreement at any time without notice to You. Any changes or modifications to the terms and conditions will be effective on the date the change or modification is made, and will be provided to You with the next Data update for Your acceptance prior to downloading, installing, accessing or using the updated Data.

13. GENERAL.

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed or deemed to be a waiver of that party's rights under this Agreement.

If you have any questions concerning this Agreement, including warranty service, you should contact the Jeppesen office nearest you (see www.c-map.com soon to be www.jeppesen.com). You may also contact the following directly:

Europe **Jeppesen Italia S.r.l.**, Via Caboto 9, 54033 Marina di Carrara (MS), Italy +39 0585 79471

The Americas **Jeppesen Marine, Inc.**, 133 Falmouth Road, Mashpee, Massachusetts 02649 USA,+1 508 477 8010

Australasia **Jeppesen Marine Australia (Pty) Ltd.**, Unit 1, 41-43 Higginbotham Road, P. O. Box 342, Gladesville NSW 2111 Australia, +61 2 9808 6200

If any provision of this Agreement is held to be void, invalid or unenforceable, the remaining provisions shall not be affected.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND JEPPESEN, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND JEPPESEN RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.