

24/7 Operational Support and Risk Report – TERMS OF SERVICE

These Terms of Service (“**Terms**”) form a legal agreement between Clearwater Dynamics Limited (“**Clearwater**”) and you, the customer “**Customer**”).

The Terms govern your use of Clearwater’s **24/7 Operational Support Registration** and **Risk Report** services offered through web-interface, API, premium services, or other services that may be provided from time to time or in the future. Clearwater is a wholly owned subsidiary of Pole Star Space Applications Limited, a company registered in England and Wales, with Company No: 03505279.

You acknowledge that you have had the opportunity to review the Terms. If you do not agree to these Terms, you do not have the right to access or use the Services. If you do use the Services, your use shall be deemed to be in acceptance of the Terms.

1. DEFINITIONS

In these Terms the following definitions apply:

- 1.1 “**Clearwater Dynamics**” or “**Clearwater**” means Clearwater Dynamics Ltd.
- 1.2 “**Customer**” means the company or individual submitting the Registration Form.
- 1.3 “**Services**” means the 24/7 Operational Support Package, including but not limited to Domain Awareness Portal access, AIS and SAT C tracking, Route Risk Reports, Master Briefs, email correspondence, maritime incident information, and route monitoring as provided by Clearwater Dynamics.
- 1.4 “**Registration Form**” means the 24/7 Operational Support Registration Form completed by the Client.
- 1.5 “**Vessel**” means the vessel named in the Registration Form.
- 1.6 “**Documents**” means all reports, risk assessments, briefings, correspondence, portal data, and any other materials produced or provided by Clearwater Dynamics in connection with the Services.

2. SCOPE OF SERVICES

- 2.1 Clearwater Dynamics shall use commercially reasonable endeavors to provide the Services, to which the Customer subscribes, registers and for the period set out in any Documents as agreed between Customer and Clearwater Dynamics.
- 2.2 Upon receipt of a completed Registration Form, Clearwater Dynamics will provide the Services as described in the Registration Form for the named Vessel and voyage. The Customer agrees that all information provided in the Registration Form shall be true, complete and accurate, and Customer shall notify Clearwater Dynamics of any changes to the Registration Form information as soon as possible.
- 2.3 The Services are limited to advisory and informational support. Clearwater Dynamics does not provide any other services, including insurance services, unless separately agreed in writing.
- 2.4 The Services are compiled from data, information and materials furnished to or obtained by Clearwater Dynamics from third-party service providers and/or licensors (“**Third-Party Partners**”). The Customer acknowledges that Clearwater Dynamics is required by its Third-Party Partner to display certain notices and to report certain data related to the Customer’s use of the third-party services.
- 2.5 Clearwater Dynamics reserves the right to modify, enhance, or supplement the Services at any time in its sole discretion, provided that if Clearwater Dynamics proposes to make material changes to the Services, Clearwater Dynamics will provide the customer with notice of those modifications and/or include notice of the applicable changes on its websites.
- 2.6 We shall provide technical support for the Services via email: ops@cwtdynamics.com, or via telephone: +44 (0) 1202 974441

2.7 Clearwater Dynamics reserves the right to suspend the Services, without notice, where the Services are being used in an unauthorized manner or by an unauthorized person or inconsistent with these Terms, or for another reason deemed inappropriate by Clearwater Dynamics.

3. RISK ADVICE AND INFORMATION

3.1 All risk advice, Route Risk Reports, maritime incident information, and related guidance provided by Clearwater Dynamics are based solely on the information provided by the Customer and the information available to Clearwater Dynamics at the time of preparation and publishing.

3.2 Risk assessments reflect conditions and data known at the time of issue and should not be treated as a guarantee of safety or an exhaustive assessment of all potential threats.

3.3 The Customer acknowledges that the maritime security environment is dynamic and that conditions may change rapidly. Clearwater Dynamics does not warrant that its risk advice will remain accurate after the time of publishing.

3.4 The Customer is responsible for ensuring that all information provided to Clearwater Dynamics (including but not limited to vessel details, waypoints, itinerary, and contact information) is accurate, complete, and up to date. Clearwater Dynamics shall not be liable for any inaccuracy in its advice arising from incomplete or incorrect information supplied by the Customer.

4. LIMITATION OF LIABILITY

4.1 The Services, including all Route Risk Reports, operational support, incident notifications, and any other Documents, are provided on an advisory basis only. Clearwater Dynamics accepts no liability whatsoever for any loss, damage, injury, delay, cost, claim, or expense of any nature (whether direct, indirect, consequential, or otherwise) arising from or in connection with:

- (i) The provision of, or reliance upon, any risk report, advice, or operational support provided by Clearwater Dynamics;
- (ii) any decision made or action taken (or not taken) by the Customer, the Master, crew, or any third party based on information supplied by Clearwater Dynamics;
- (iii) any failure or interruption in tracking, monitoring, communications, or portal access; or
- (iv) any maritime incident, security event, or navigational occurrence, regardless of whether Clearwater Dynamics provided advice in relation to the same.

4.2 The Customer agrees that Clearwater Dynamics shall not be liable in any way for the content, accuracy, completeness, or timeliness of any risk report or operational support provided under these Terms.

4.3 Without prejudice to clauses 4.1 and 4.2, and to the fullest extent permitted by law, where Clearwater Dynamics is found liable for any claim arising under or in connection with these Terms (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise), Clearwater Dynamics' total aggregate liability shall be limited to and shall not exceed an amount equal to the fees paid by the Customer for the Services giving rise to the claim (and in any event no more than the fees paid for the Services in the twelve (12) months immediately preceding the event or circumstances giving rise to the claim).

5. CONFIDENTIAL INFORMATION

5.1 Where either party provides the other with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised by either party or as expressly provided in these Terms. The parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.

5.2 For the purposes of this clause "Confidential Information" shall include, without limitation, all Documents provided by Clearwater Dynamics to the Customer, the Route Risk Reports, Master Briefs, incident

notifications, Domain Awareness Portal Data, any information relating to all business, financial, commercial, technical, operational, organisational, legal, management, marketing information; any other documentation and information relating to or belonging to Clearwater Dynamics's Third-Party Partners.

- 5.3 Confidential Information as used in these Terms, shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or (iii) obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the confidential information or material.
- 5.4 The Customer acknowledges and agrees that it (nor shall it facilitate any third party) will not:
- (i) copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, transfer, sell, licence, lease, give, permanently retain, disseminate, disclose, broadcast, assign (whether directly or indirectly, by operation of law or otherwise), scan, store in any retrieval nor create or store in electronic form any library or archival system of any nature, create a database or create derivative works from the Services or any portion thereof.
 - (ii) systematically downloading data from any of the Services and/or utilising any automated means to download data from any of the Services.
 - (iii) use the Services for any illegal purpose or in any manner inconsistent with these Terms.
 - (iv) extract any copyrights, marks or any other intellectual property rights in the Services (including without limitation photographs and graphical images) which are owned by Clearwater Dynamics or its Third-Party Partners.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges and agrees that Clearwater Dynamics and/or its Third-Party Partners own all intellectual property rights in the Documents and the Services. Except as expressly stated herein, these Terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 6.2 Clearwater Dynamics confirms that it has all the rights and consents in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
- 6.3 The Customer is granted a non-exclusive, non-transferable license to use the Documents solely for the purpose of the voyage to which they relate.

7. COMPLIANCE

- 7.1 The Customer acknowledges that Clearwater Dynamics does not operate as a regulator and shall not be responsible for monitoring or reporting on the compliance of vessels which use or receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations.
- 7.2 The Customer acknowledges that its use of the Services shall comply with all applicable laws, statutes and regulations, including but not limited to anticorruption, antibribery, data protection, privacy, modern slavery and so forth, and it shall not engage in any conduct that would cause Clearwater Dynamics to be in violation of any laws.
- 7.3 By entering these Terms, the Customer warrants that it is not listed, either directly or indirectly as a sanctioned entity or individual in any sanctions list such as, but not only, those lists of the UK, EU, UN, OFAC.
- 7.4 Clearwater Dynamics may, at its own discretion, suspend or terminate the Services with immediate effect where it has the information or suspicion that the Customer or any affiliated entity or other individual or entity of connected interest at any time.

8. WARRANTIES AND DISCLAIMER

- 8.1 Each party represents and warrants that it is fully authorised to enter into this Agreement.

- 8.2 The Services, including all Third-Party Partner services, are provided on a strictly "AS IS" and "AS AVAILABLE" basis without warranty of any kind.
- 8.3 The Services provided should under no circumstances be regarded as advice, suggestion or incitement for a certain act. Any actions undertaken by the Customer based on the Services do not create any liability on Clearwater Dynamics.
- 8.4 The Services on vessels position and identity, originate directly from the vessels, which transmit this information through public radiofrequencies, the 'Automatic Identification System' (AIS). Due to a variety of potential impediments such as: the inherent limitations of radio communications (e.g. limited coverage, interference, attenuation, weather conditions and so forth); erroneous configuration of the AIS devices on the vessel; negligent data entry by the crew; incorrect or delayed position reports received by the vessel's GPS and other factors, Clearwater Dynamics does not warrant the completeness or accuracy of the information, or that the Customer's use of Services will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy the Customer's requirements.
- 8.5 Any Open-Source Software provided by Clearwater Dynamics may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed but is provided on an "AS IS" basis. Such terms of any licence shall govern such use to the extent that they expressly supersede this agreement
- 8.6 The Customer acknowledges that a Third-Party Partner may modify, or discontinue availability of, or amend its terms concerning the availability of third-party services, neither Clearwater Dynamics nor its Third-Party Partner shall be held responsible for such modification and discontinuance.
- 8.7 Disclaimer of Warranties. CLEARWATER DYNAMICS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF SERVICE.

9. INDEMNIFICATION

- 9.1 The Customer agrees to indemnify, hold harmless, and defend Clearwater Dynamics against all liability, damages, losses, costs, or expenses (including but not limited to legal fees and expenses) incurred as a result of the Customer's breach of these Terms, or unauthorized distribution of the Documents.
- 9.2 Each Party will indemnify, defend and hold the other Party harmless from any claim, demands, liabilities, expenses of any kind for personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977); fraudulent misrepresentation; or any liability which cannot be excluded by law.
- 9.3 The indemnification obligations of each party under this section 11, are contingent upon the indemnified party providing to the party who has the indemnification obligation: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the request and expense of party to indemnify, in the defence or settlement of the alleged claim. If the indemnified party chooses to be represented by counsel, it shall be at the indemnified party's sole cost and expense.

10. TERMINATION

- 10.1 On lapse or end of this agreement for any reason, the Customer shall return or destroy (at Clearwater Dynamic's option) all property belonging to Clearwater Dynamics then in its possession, including all Confidential Information, together with any copies and certify in writing to the other Party, the completion of this process. This obligation shall not apply to such Confidential Information that (a) the Party is required to retain by (i) law or regulation; (ii) for archival purposes or (b) is contained in automatically made computer back-ups.
- 10.2 Clause 4 (Limitation of Liability), Clause 5 (Confidential Information), Clause 6 (Intellectual Property),

and Clause 9 (indemnification) shall survive termination.

11. FORCE MAJEURE

- 11.1 A Party shall not be liable and be excused from the performance of any obligation under these Terms, except payment for any Service, arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of and not occasioned by the fault or negligence of such Party, including without limitation to acts of God, acts of terrorism, acts of nature strikes, lockouts or other industrial disputes, failure of a utility service or transport or communication network, or delays of a supplier or subcontractor due to such causes.

12. GENERAL

- 12.1 **Amendments.** Clearwater Dynamics reserves the right to revise and amend these Terms from time to time by giving not less than thirty (30) days prior written notice of the same and providing such amended version of the Terms to the Customer. The Terms shall be deemed to be automatically updated or amended in accordance with any such notice under clause 12.8 with effect from the date falling 30 days from the date that Clearwater Dynamics gives the notice (or such other later date set out in the notice).
- 12.2 **Assignment.** The Customer may not assign this Agreement or any rights and obligations thereunder without the prior written consent of Clearwater Dynamics and any purported assignment in violation of this provision shall be null and void.
- 12.3 **Audit.** Upon reasonable notice by Clearwater Dynamics to the Customer, and not more than once annually (unless prior violations have been discovered), Clearwater Dynamics may inspect and audit relevant Customer records to enable Clearwater Dynamics to ensure Customer's compliance with these Terms.
- 12.4 **Authority.** Each person accepting these Terms on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to do so.
- 12.5 **Communications.** The Customer acknowledges that as part of the Clearwater Dynamics network it shall receive periodic commercial announcements and information regarding Clearwater Dynamics services. The Customer may request to be removed from the Clearwater Dynamics's news mailing list at any time. In the event of such removal, the Customer may, however, continue to receive communications regarding the Services to which it has subscribed.
- 12.6 **Governing law and Jurisdiction.** These Terms shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.7 **No partnership or agency.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties.
- 12.8 **Notices.** Any notice or other communication required to be given to a party under or in connection with these Terms shall be in writing, in English language, and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case including (without limitation) where the registered office cannot be determined or located, after reasonable investigation) its principal place of business, or sent by email to the address specified in the Registration Form.
- 12.9 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, at the time of transmission, of it this time falls outside of business hours in the place of receipt, when business hours resume. For purposes of this clause, business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt, and "**Business Day**" means a day, other than a Saturday or Sunday, on which commercial banks in London, England are commonly open for business
- 12.10 **Survival.** These Terms will survive the expiration or other termination to the fullest extent necessary for

their enforcement and for the realization of the benefit thereof by the Party in whose favour they operate.

- 12.11 **Third parties.** No provision of these Terms are intended to confer a benefit on or to be enforceable by, any person who is not a party to the Registration Form.
- 12.12 **Waiver; Unenforceable Terms.** No failure by Clearwater Dynamics to enforce any of the Terms shall be construed as a waiver thereof, nor shall it affect the Customer's obligations or Clearwater Dynamics's rights and remedies hereunder. If any part of this Agreement is held to be unenforceable, that part will be amended to achieve its intended effect as nearly as possible, and the remainder of the Terms will remain in full force.

---END OF DOCUMENT--