

QTAGG General Terms & Conditions

Document: QTAGG20240612-001

1. DEFINITIONS

1.1 "Cloud Service" means any cloud-based service to be provided by Qtagg to Customer under the Contract and which shall be delivered online and hosted and managed by or on behalf of Qtagg.

1.2 "Licensed Software" means a copy of any software which is delivered and licensed by Qtagg to Customer pursuant to the Contract and which shall be hosted and managed by The Customer, including software embedded in hardware or otherwise installed in The Customer's systems.

1.3 "Products" means the hardware delivered by Qtagg, either manufactured by Qtagg or third parties.

1.4 "Services" means the services or any work that Qtagg has undertaken to perform pursuant to the Contract.

1.5 "Software" means any software programs which form part of the Licensed Software and/or Cloud Service included in the Supply or Services.

1.6 "Spare Parts" means the original spare parts, original, auxiliary and exchange parts and reconditioned spare parts supplied for the Equipment under the Contract.

1.7 "Supply" means the Equipment, Spare Parts and/or Software collectively to be supplied under the Contract.

1.8 "Vessel" means the individual vessel, construction or structure owned by The Customer or any third party in respect of which any Supply or Services are supplied under the Contract.

2. INTRODUCTION

2.1 General Terms & Conditions are according to ORGALIME SI 14 with supplementary conditions for software in ORGALIME SW 14. However, the following clauses prevail if there are any deviations.

3. COMMISSIONING

3.1 On completion of Commissioning at the Vessel, Qtagg will issue a "Commissioning Certificate". The Certificate shall be signed by both Parties and constitutes evidence that the Equipment, Services and/or Software is in conformity with the Contract. The issuance of the Commissioning Certificate shall not be delayed or refused due to minor deficiencies not materially affecting the use of the Equipment and/or Software.

4. SOFTWARE TERMS

4.1 Subject to Customer compliance with the terms of clause 4.3 below, Qtagg grants The Customer a non-exclusive license to use the Licensed Software in connection with the normal and proper use of the Supply pursuant to the terms of the Contract. The Customer may make copies of the Licensed Software only where essential for its lawful operation or for necessary back-up purposes.

4.2 If any Cloud Service forms part of the Supply, then subject to The Customer's compliance with the terms of clause 4.3 below, The Customer may access the Cloud Service for the duration agreed in the Contract. Qtagg may make changes and updates to the Cloud Service at its sole discretion except where any variation is materially adverse to The Customer.

4.3 Software Scope of Use and Restrictions

- a. Except as expressly stated in this clause, The Customer shall not (nor allow any other parties to) attempt to derive the source code.
- b. Unless otherwise stated in the Contract, the supply of the Software does not include updates, upgrades, maintenance, support or other additional services and any such items shall be subject to separate written agreement and additional cost.

- c. The Customer shall not have any title to or ownership of the Software.

5. WARRANTY

5.1 Warranty commences when The Customer has signed the Commissioning Certificate and is only valid for Software and Products that have been paid in full.

5.2 Qtagg guarantees a warranty period of 12 months from commissioning up to 15 months, calculated from the installation of Software and any other Products delivered by Qtagg.

5.3 Qtagg warrants that, during the Warranty Period, the Equipment and Spare Parts will be free of defects in material, workmanship and in conformity with the agreed specifications.

Licensed Software shall not contain any material nonconformance with Qtagg's technical specification for such software during the Warranty Period.

Cloud Services will perform substantially in accordance with the Contract and Qtagg's technical specifications for the duration of the Warranty.

5.4 The warranty does not extend to any implied warranty of fitness for a particular purpose or use, irrespective of whether such purpose or use has been communicated by The Customer to Qtagg or not. Qtagg does not warrant that its Products conform nor comply with any requirements with regard to functionality or compatibility, or other technical or operational features or criteria, which has not a part of or derived from Qtagg's product specifications.

5.5 It is the sole responsibility of The Customer to ensure that the Products meet the Customer's (or third party's) individual requirements and expectations, e.g. through product assessment or testing.

5.6 The warranty shall only apply to Products which have been handled, installed, used and operated properly and in accordance with applicable use manuals, other operating instructions provided by Qtagg and generally accepted industry standards.

5.7 When Qtagg carries out any work in connection with this warranty The Customer, its personnel or crew of concerned Vessel will assist at no cost to Qtagg.

6. ENVIRONMENTAL, HEALTH AND SAFETY

6.1 The Customer is responsible for ensuring that any persons using the Vessel, the Equipment and Spare Parts are aware of all the necessary safety instructions and that these are always followed.

6.2 The Customer represents and warrants that Qtagg, its personnel, and subcontractors will have full and safe access to the Vessel, and that Qtagg's personnel or any equipment from Qtagg or its subcontractors are not subjected to any risks to life, health or risk of loss or damage to property.

7. DATA

7.1 Notwithstanding anything to the contrary, Qtagg shall have the right to collect data from sensors and Qtagg's system onboard the Vessel.

7.2 Unless otherwise stated in the Contract, The Customer will be responsible for the data connections and other integration of the Equipment or Software in their systems including protection of the same against cyber security threats. Qtagg is not liable for cyber incidents or breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information within The Customer's IT or OT systems and Supplies.

8. TIME-BASED ONBOARD VESSEL WORK: APPLICABLE IF THESE COSTS ARE NOT INCLUDED IN THE OFFER.

8.1 Travel time will be invoiced at 70% of the Marine Hourly Rate up to a maximum of 12 hours per day. Present Marine Hourly rate is defined in the offer.

8.2 All costs and expenses related to travel, car hire, visa fees, board, and lodging relating to work undertaken will be invoiced at cost price

plus a 10% handling fee. The minimum standard of accommodation will be a three (3) star hotel with single rooms.

8.3 Air travel of less than 8 hours must be made in economy class. If the flight time exceeds 8 hours, The Customer will be invoiced for one (1) rest day before work commences.

8.4 Waiting time caused by conditions not being fulfilled that must be met before work can proceed, or that are otherwise outside of Qtagg's control, will be invoiced at 70% of the current hourly rate up to a maximum of 12 hours per day. The Customer will pay all meal and accommodation costs incurred because of and during waiting time.

8.5 Working hours: A normal workday for a Qtagg employee(s) is the first 12 hours between 06:00 and 20:00, Monday to Friday.

If work takes place over several days, a maximum of 12 hours may be worked during any 24-hour period. A 12-hour workday includes travel time between the hotel and the workplace. The Customer will pay the cost of travel and travel time for Qtagg's employee(s) between the hotel and workplace.

8.6 Overtime applies on weekdays where work exceeds 8 hours and takes place between 17:00 and 06:00. All work carried out at weekends and on Swedish holidays will be considered as overtime. All references to time are made in relation to the location of Qtagg's employee(s). Overtime is 50 % more than the Marine Hourly Rate.

8.7 The Customer will be invoiced for a minimum of 8 hours of work per day for offshore work.