

This Addendum forms integral part of, and is incorporated into, the Infoplaza Group General Terms and Conditions for the Provision of Services (the "General Terms"). Capitalised terms used in this Addendum have the meanings given in the General Terms, unless defined otherwise herein. In the event of any inconsistency between this Addendum and the General Terms, this Addendum shall prevail solely with respect to the i-nav Service.

1. Definitions

1. "i-nav" or the "Service" means the Service Provider's web-based voyage optimisation and decision-support service as described in Article 2 of this Addendum.
2. "Registered Vessel" means a vessel validly registered by the Client with the Service Provider for use of the Service in accordance with Article 3.2.
3. "RTZ" means a route exchange file format intended for use with ECDIS and compatible systems.
4. "Start Date" means the service start date specified in the relevant agreement or, if not specified, the date on which the Service Provider first grants access to the Service in respect of a Registered Vessel.

2. Description of the Service

1. The Service provides voyage optimisation and decision-support functionality, consisting of: weather routing, ETA optimisation, fuel optimisation, safety alerts, CII (Carbon Intensity Indicator) monitoring, post-voyage analysis reporting, noon reporting support, and EU ETS-related calculations.
2. The Service is software-only and provided exclusively via a web application. No installation is required. Continuous internet connectivity is required to access and use the Service. The Service Provider shall not be responsible or liable for the Client's internet connectivity and any disruptions, limitations, or failures therein shall not constitute a breach of the Service or the contract and shall not relieve the Client of its obligations.
3. The Service facilitates exchange of voyage routes in RTZ format between ship and shore for ingestion into onboard ECDIS systems and/or the Service Provider's FleetDesk dashboard.
4. The Service does not include human-assisted routing advice or bespoke consultancy unless the parties agree otherwise in writing.

3. Access and Licensing

1. Licenses are granted strictly on a per-vessel basis.
2. Each vessel must be registered with the Service Provider prior to use. Access in respect of a vessel shall be valid only upon confirmation by the Service Provider that such vessel is a Registered Vessel.
3. Access credentials are provided for the Client's internal use in relation to Registered Vessels only and shall not be shared, sublicensed, assigned, or otherwise transferred without the Service Provider's prior written consent. In the event that the Client breaches the aforementioned obligations, the Service Provider shall be entitled to take appropriate measures at its sole discretion, including but not limited to the (temporary) suspension or cancellation of the Client's license(s) to use the Service. The Service Provider shall not be liable for any loss or damages incurred by the Client as a result of such suspension or cancellation.
4. The initial term of each license for a Registered Vessel shall be twelve (12) months from the Start Date (the "Initial Term"). Thereafter, the license shall renew tacitly for successive periods of twelve (12) months (each a "Renewal Term"), unless terminated in accordance with the General Terms or this Addendum.

4. Updates; Training; Maintenance

1. The Service Provider may, at its sole discretion, implement updates, upgrades, new releases, or other modifications to the Service from time to time. Such changes may modify or discontinue certain features, provided that the overall functionality is not materially degraded.
2. The Service Provider may, at its discretion, provide onboarding or training remotely, or at the Client's premises. Any on-site training may be subject to additional charges agreed in writing.
3. The availability and maintenance provisions for web-based services in the General Terms apply to the Service. The Client acknowledges that temporary unavailability may occur due to planned maintenance or unscheduled outages.

5. Client Obligations

1. The Client shall notify the Service Provider as soon as reasonably practicable, and in any event within fourteen (14) days, if a Registered Vessel is sold, chartered away, deregistered, or otherwise ceases to use the Service. Upon the Service Provider's receipt of such notice, the license in respect of that vessel shall automatically terminate without prejudice to any accrued fees or amounts due. In the event the Client fails to notify the Service Provider of such matter in a timely manner, the fees and/or amounts for the relevant license(s) shall continue to accrue as if no such notification has been made.
2. The Client is responsible for procuring, maintaining, and paying for all communications, internet, and/or satellite connectivity necessary for access to and use of the Service.
3. The Client shall ensure that its personnel use the Service in compliance with this Addendum and the General Terms and shall remain responsible for all use under its accounts.

6. Restrictions; Intellectual Property; Use of Outputs

1. All intellectual property rights in and to the Service, the underlying software, models, methodologies, data, and documentation are and shall remain the exclusive property of the Service Provider and/or its licensors. The Client acknowledges that it is granted only a limited, non-exclusive, non-transferable, and revocable license to use the Service as specified in this Addendum.

for the intended use and term as agreed upon, and that no ownership rights in the Service or its components are transferred to the Client.

2. Except as expressly permitted by this Addendum, the Client shall not (and shall not permit any third party to) copy, modify, adapt, reverse engineer, decompile, or create derivative works of the Service, nor remove, obscure, or alter any proprietary notices.
3. The Client shall not redistribute, resell, publicly display, publish, or otherwise disclose to any third party any output, data, forecasts, routes or reports generated by the Service without the Service Provider's prior written consent, save that the Client may use such outputs internally for the safe and efficient operation of its Registered Vessels.

7. Charges and Payment

1. Unless agreed otherwise in writing, license fees are payable annually in advance per Registered Vessel.
2. Notwithstanding any indexation mechanism set out in the General Terms, the license fees for the Service shall automatically increase by five percent (5%) on each anniversary of the Start Date.
3. Volume-based discounts (if any) shall be assessed and applied, where applicable, on the anniversary of the Start Date based on the number of active Registered Vessels at that time.
4. Any communication or transmission costs incurred by the Service Provider in delivering the Service to the Client or to its Registered Vessels (including satellite communications) shall be reimbursed by the Client at cost upon demand.
5. All other payment, invoicing, and late-payment provisions in the General Terms apply.

8. Navigation and Safety Disclaimer; Warranties

1. The Client acknowledges and agrees that the Service is a decision-support tool only and is not a navigation system. The master of each vessel retains sole responsibility at all times for the safe navigation and operation of the vessel, including verification of the Service's outputs against official navigation sources and prevailing conditions.
2. Meteorological, oceanographic, and other forecast data are inherently uncertain. The Service and all outputs are provided for guidance only and cannot be guaranteed as 100% accurate, complete, or fit for any particular purpose.
3. To the maximum extent permitted by law, the Service is provided "as is" and "as available", and the Service Provider disclaims all warranties, representations and conditions, express or implied, statutory or otherwise, including any implied warranties of accuracy, merchantability, fitness for a particular purpose and non-infringement.

9. Third-Party Data and Services; Liability

1. The Service may incorporate, reference, or make available data or services obtained from third parties. The Service Provider does not warrant and shall not be liable for the availability, accuracy, or performance of any third-party data or services.
2. The exclusions and limitations of liability set out in the General Terms apply in full to the Service. Without prejudice to the foregoing, the Service Provider shall have no liability for any navigational decisions or actions taken or not taken by the Client, its masters, officers or crew based on the Service or its outputs, nor for any indirect or incidental damage including (but not limited to) consequential damage, loss of profit, loss of use, off-hire or business interruption, as further described in the General Terms.

10. Data Protection; Operational Data

1. The Service may process and store vessel-related operational data, including GPS positions, noon report data, fuel consumption, and CII-related performance data.
2. The Service Provider may use aggregated and/or anonymised operational data derived from the Client's use of the Service for analytics, benchmarking, service improvement, and product development, provided that no Client confidential information or personal data is disclosed. To the extent formally required by law, the Client grants the Service Provider lawful access to the data. Additionally, the Client grants the Supplier, to the extent necessary, an unlimited, irrevocable, free and worldwide right to use the data as set out in this Article 10.

11. Termination in respect of Vessels

1. Without prejudice to the General Terms, the license for a Registered Vessel shall automatically terminate upon the Service Provider's receipt of notice pursuant to Article 5.1. No refund or credit shall be due in respect of the unexpired portion of the Initial Term or any Renewal Term unless expressly agreed in writing by the Service Provider.
2. Termination of the license for a particular Registered Vessel shall not affect the licenses for any other Registered Vessels then in force.

12. Order of Precedence

1. In the event of any inconsistency between this Addendum and the General Terms, this Addendum shall prevail solely in relation to the Service. In all other respects, the General Terms remain in full force and effect.
2. This Addendum shall be governed by and construed in accordance with the law of the Netherlands, also where the Client resides or has their registered office abroad.