
STANDARD TERMS AND CONDITIONS

1 GENERAL AND DEFINITIONS

1.1 These terms and conditions ("**T&Cs**") and the Service Order (together, the "**Agreement**") govern the CUSTOMER'S use of the Services; by using the Services, the CUSTOMER accepts these terms and conditions of the Agreement in full. CUSTOMER'S terms and conditions shall be of no force and effect and this Agreement shall prevail and govern.

1.2 The following terms shall have the following definitions:

"Annual Price"	Refers to the price payable to the SUPPLIER on an annual basis as set out in the Service Order.
"Commencement Date"	Refers to the date upon which delivery of the Services will begin, as further defined in clause 3.2.
"Content"	Refers to any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material, including the metadata relating to any such content, delivered by the SUPPLIER to the CUSTOMER under this Agreement as part of the Services.
"CUSTOMER"	Refers to the customer and any associated subsidiaries, affiliates, employees or other related entities, as listed in the Service Order.
"Documentation"	Refers to any and all documents in any form made available to the CUSTOMER by the SUPPLIER in relation to the Services including any user instructions.
"Fixed Term"	Has the meaning given in clause 9.
"Hardware"	Has the meaning given in clause 6.1.
"IP Rights"	Refers to patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property or proprietary rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Licence"	Has the meaning given in clause 3.3.

"Ocean Learning Platform"	Refers to the framework that facilitates access to any and all services and deliverables provided or made available by the SUPPLIER to the CUSTOMER.
"Party" or "Parties"	Refers to either the SUPPLIER or the CUSTOMER, or the both the SUPPLIER and the CUSTOMER as applicable.
"Service Order"	Refers to the service order provided by the SUPPLIER to the CUSTOMER.
"Service Providers"	Refers to any third-party provider of networks, Content, Documentation or services authorised by the SUPPLIER.
"Services"	Refers to any and all services and deliverables provided or made available by the SUPPLIER to the CUSTOMER under the Agreement including, but not limited to, any technology platform (such as Ocean Learning Platform), hardware, devices or software and any Content and Documentation, irrespective of the media through which they are delivered (whether online, or in the form of videos, DVDs, CD Rom or otherwise), as further detailed in the Service Order.
"SUPPLIER"	Refers to Pelican Midco Limited and any associated brands, including Ocean Technologies Group ("OTG") and all subsidiaries trading as Marlins Training Ltd.
"Unacceptable Use"	Has the meaning given in clause 4.6.

2 INTELLECTUAL PROPERTY RIGHTS

2.1 General: The SUPPLIER is the owner or licensee of all IP Rights in and to:

2.1.1 the Services, the Content and the Documentation;

2.1.2 any and all business names and/or domain names associated therewith (whether registered or not); and

2.1.3 all indicia database rights in relation to or in connection with messages, files, data, software.

CUSTOMER shall acquire no IP Rights in or to the Services, the Content or the Documentation or otherwise pursuant to the delivery of the Services or the performance of this Agreement, except as expressly stated in this Agreement.

2.2 Exclusive Property: Any Services provided, distributed and / or made available by the SUPPLIER shall remain the sole and exclusive property of the SUPPLIER or its third party licensors.

2.3 CUSTOMER Obligations: The CUSTOMER shall not use, duplicate or share with any third party the Services (including, without limitation, the Content or the Documentation) except as expressly permitted by this Agreement. The CUSTOMER shall ensure that it has the legal authority (whether based on an IP Right, contract, or other body of law) for the transmission and duplication of any programming, content, or materials that is transmitted over the Services, either by the CUSTOMER or by the SUPPLIER on the CUSTOMER's behalf.

3 SERVICES SCOPE & LICENCE

- 3.1 Subscription: The Services provided by the SUPPLIER are based on subscriptions, including hardware, software, data and service solutions, and are detailed further in clause 9 and the Service Order.
- 3.2 Commencement Date: Delivery of the Services will be actioned within thirty (30) days from the date of the Agreement as stated on the Service Order (the "Commencement Date"), unless agreed otherwise.
- 3.3 Services Licence: The SUPPLIER grants to the CUSTOMER a revocable, non-transferable, non-sublicensable, non-exclusive, limited licence to use the Services in the manner intended by the SUPPLIER and in accordance with the terms of this Agreement ('Licence'). The Licence shall terminate automatically upon termination of the Agreement, or the withdrawal or expiration of the Licence by the SUPPLIER, whichever is earlier. Upon termination of the Licence, the CUSTOMER, at its expense, shall promptly cease all use of Services in accordance with clause 10. With the termination of the Agreement, all access to the Services will be deactivated, including online and offline installations for all associated and registered users linked to the CUSTOMER's account.
- 3.4 Ownership: Any deliverables and goods provided by the SUPPLIER pursuant to delivering the Services shall, at all times, remain the sole property of SUPPLIER and form part of the Services provided, including online and on site installations, software and hardware. The CUSTOMER remains responsible for the safe keeping and maintenance for such deliverables and goods provided under the Agreement. Any deliverables and goods supplied are not be tampered with or utilised or operated in any way other than as specified by the SUPPLIER in the Agreement.
- 3.5 Maximum Users: The Licence permits a maximum number of users per annum, as further detailed in the Service Order. The SUPPLIER is entitled to increase the Annual Price and other applicable payments if this limit is not adhered to in line with the excess usage.
- 3.6 The SUPPLIER may suspend the Services for purposes of repair, maintenance, modifications, improvements, updates or amendments or to install security devices, where the SUPPLIER considers necessary.

4 SERVICE USAGE

- 4.1 General: The CUSTOMER shall:
- 4.1.1 cooperate with the SUPPLIER in all matters relating to the Services;
- 4.1.2 provide to the SUPPLIER in a timely manner all documents, information, items and materials in any form (whether owned by the CUSTOMER or third party) required the SUPPLIER in connection with the Services and ensure that they are accurate and complete;
- 4.1.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the SUPPLIER to provide the Services, including in relation to the installation of any necessary equipment by the SUPPLIER;
- 4.1.4 keep secure and confidential any identification, password and other security credentials used to access the Services, including those of all employees accessing the Services, and not share, disclose, provide access to, sell or

sublucence any such identification, password and other security credentials with or to any third party;

- 4.1.5 notify the SUPPLIER immediately of any known or suspected unauthorised use of or access to the Services or breach of security, including loss, theft or unauthorised disclosure of its password or other security credentials;
 - 4.1.6 use the Services only in conformance with the Agreement and all applicable laws and regulations and shall not permit any illegal use or such use that may, in the sole opinion of the SUPPLIER, disrepute or diminish the value of the Services or the reputation of SUPPLIER; and
 - 4.1.7 maintain, operate and safely and securely store the Hardware provided as part of the Services. Any modification of the Hardware or use in a manner not intended by the SUPPLIER, including configuration with any third party software or hardware, is not permitted.
- 4.2 Employee Usage: The Services provided by the SUPPLIER to the CUSTOMER are for the CUSTOMER's employees' sole use only, and the CUSTOMER shall ensure its employees comply with the terms of the Agreement. The CUSTOMER shall remain liable and responsible for all acts and omissions of its employees with respect to the Services, including for any breach of the Agreement.
- 4.3 Sites and Location Access: The Services may only be used at the sites specifically identified in the Service Order. The CUSTOMER may request to add additional sites to the Service Order, which is then at the SUPPLIER'S sole discretion and, if permitted by the SUPPLIER, at an additional cost to the CUSTOMER. Any sites where the Services are used, including additional sites, must be under the ownership and/or direct management control of the CUSTOMER.
- 4.4 Unavailability: The Services are provided via transmission channels, which are provided by Service Providers. The SUPPLIER accepts no responsibility or liability whatsoever in cases of unavailability, delays or otherwise interruption to the Services.
- 4.5 Warranty: The SUPPLIER makes no warranty, assurance or representation as to: the compatibility of CUSTOMER equipment, including hardware and software, with the Services; results of the Services; the correctness, accuracy or reliability or completeness of the Services; or that any information contained in the Services is up to date, and the CUSTOMER accepts all risk and liability for their reliance on, review, use and audit of the Services, Content, information, data, results and assessments provided through the Services.
- 4.6 Unacceptable Use: The CUSTOMER hereby undertakes and warrants that it shall not:
- 4.6.1 use the Services for any purpose other than for the purpose intended by the SUPPLIER or as otherwise agreed in writing by SUPPLIER.
 - 4.6.2 post, link to or transmit in connection with the Services any material which is unlawful or deemed, in the sole opinion of the SUPPLIER, to be inappropriate, defamatory, obscene, abusive, an invasive of privacy or otherwise offensive, or any material which infringes or may infringe the IP Rights or proprietary rights of a third party.
 - 4.6.3 copy, publicly disclose or publish any of the Services provided by the SUPPLIER; and

4.6.4 directly or indirectly, develop, design, produce, market or sell any services competitive with the Service.

(each an "**Unacceptable Use**")

5 SPECIFIC SERVICES

5.1 SUPPLIER reserves the right to add or issue product specific terms and conditions covering product specific requirements and services.

6 DELIVERY, SHIPPING AND RETURNS OF HARDWARE

6.1 Hardware: Any hardware or goods provided by the SUPPLIER to the CUSTOMER pursuant to the Services shall be detailed in the Service Order ("Hardware"). Any Hardware shall, unless stated otherwise in the Service Order, remain the property of the SUPPLIER.

6.2 Delivery charges: For all physical deliveries of Hardware, division of risk and costs are pursuant to the FCA Incoterm. For the avoidance of doubt, all costs resulting from or related to the delivery of the Hardware (during and after delivery) are payable by the CUSTOMER's. If the SUPPLIER manages the dispatch or any part thereof, the costs of and in connection with such dispatch incurred by the SUPPLIER shall be chargeable to the CUSTOMER's account.

6.3 Return: Unless stated otherwise in the Service Order, all Hardware shall be returned to the SUPPLIER within thirty (30) days of termination of the Agreement by the CUSTOMER, at the CUSTOMER's cost. The CUSTOMER agrees to communicate and share any information on planned, pending, actioned and expected returns. The SUPPLIER will provide reasonable support in administering the returns.

6.4 Non-Returned Hardware: If the CUSTOMER fails to return any Hardware provided as part of Services, the SUPPLIER will continue to charge, and the CUSTOMER shall pay for the Services. The SUPPLIER may also seize and recover possession of Hardware, without demand or notice, wherever same may be located, without any court order, where the SUPPLIER retains title and legal rights over such Hardware. The CUSTOMER hereby waives any and all potential claims and liability occasioned by such action. Non-returned Hardware is chargeable to the CUSTOMER at the SUPPLIER'S cost of replacing the Hardware or the price equal to the Annual Price.

7 REPLACEMENT OF HARDWARE

7.1 Hardware Service Cycle: Subject to the sole determination of the SUPPLIER, the SUPPLIER will replace any Hardware:

7.1.1 past the default life cycle;

7.1.2 affected by natural wear and tear; and

7.1.3 otherwise where deemed necessary by the SUPPLIER.

7.2 Repair / CUSTOMER action: Replacement or repair of Hardware that has been found to have been tampered with or be defective due to improper use by the CUSTOMER will incur a repair charge up to the original value of the relevant Hardware. Defective Hardware is required to be returned to the SUPPLIER at the service centre specified by the SUPPLIER. Defective Hardware not returned shall be considered as "Non-Return" and dealt with as per clause 6.4.

7.3 Delivery charges: With respect to this clause 7, any charges related to delivery to and from the SUPPLIER locations are for the CUSTOMER's account.

7.4 Data recovery: SUPPLIER does not provide data recovery services on defective Hardware (irrespective of fault).

8 SUPPORT SERVICES

8.1 General Support: Subject to the level of subscription package being provided as detailed in the Service Order, the SUPPLIER shall use reasonable endeavours to provide support on all Services delivered by the SUPPLIER to the CUSTOMER. The SUPPLIER reserves the right to invoice the CUSTOMER for any additional support services provided. For further information please contact support@oceantg.com

9 SUBSCRIPTION PERIOD

9.1 General: Subscription period is a twelve (12) month fixed term commitment and begins on the Commencement Date (the "**Fixed Term**"). Subject to clause 10, the subscription shall automatically renew for a further period of twelve (12) months at each anniversary of the commencement of the Fixed Term. The SUPPLIER reserves the right to increase the Annual Price by 2% every twelve (12) months from the Commencement Date.

10 TERMINATION

10.1 Termination by CUSTOMER: After the Fixed Term, the CUSTOMER may terminate the Agreement by providing 90 days' advance written notice to the SUPPLIER.

10.2 Termination for Cause: During and following the Fixed Term, either Party may terminate this Agreement if the other Party is in material breach of the Agreement and, if such breach is remediable, the breaching Party fails to remedy said breach within 30 days' written notice of the breach from the non-breaching Party.

10.3 Deactivation of Services: Access to the Services shall be deactivated on the termination date. Sites that carry hardware services will receive a deactivation file. Upon successful application of deactivation file, deactivated Services have a non-chargeable thirty (30) day return period post termination date. Deactivated Services that have not be returned post return period shall be considered "Non-Return" and dealt with in accordance with clause 6.4 above.

10.4 Post-Termination Charges: Upon termination howsoever caused, all outstanding charges and surcharges in conjunction with the Services provided become payable by the CUSTOMER with immediate effect. A statement of account shall be issued within thirty (30) days of termination date, referencing any open invoices, credit notes and costs incurred for non-returned Services (each a "**Statement of Account**").

10.5 Survival: All provisions in the Agreement regarding payment, indemnification, warranty, liability, and limits thereon, confidentiality and/or protections of proprietary rights shall survive the termination of the Agreement.

10.6 Single Site Termination: If a CUSTOMER wishes to terminate the Agreement in respect of a specific site, the CUSTOMER may do so in accordance with clause 10.1 specifically for that site, without affecting the remainder of the Agreement in place for any other sites.

- 10.7 Suspension/Termination by SUPPLIER: The SUPPLIER reserves the right at any time to reduce, suspend or terminate the provision of Services and the Agreement with immediate effect in the event of non-payment, Unacceptable Use, termination of a Service Provider agreement or, in the SUPPLIER's opinion, any use of the Services by the CUSTOMER that violates the terms of the Agreement. The SUPPLIER also reserves the right to terminate the Agreement at any time upon providing the CUSTOMER with 30 days' advance written notice.
- 10.8 Suspension/Termination Effects: Upon suspension or termination of the Agreement howsoever caused, the CUSTOMER'S access to Services online, offline and on site shall cease with immediate effect, and the Licence shall immediately terminate. The CUSTOMER shall adhere to the return policies and settle the final Statement of Account upon receipt within seven (7) days, irrespective of date of issuance of invoices referred to in Statement of Account.
- 10.9 CUSTOMER Data: The SUPPLIER reserves the right to gather, store, aggregate, pseudonymise, anonymise, analyse and otherwise use data (including personal data) derived from the CUSTOMER's and its employees' use of any Services for statistical and analytical purposes; monitoring trends; detecting cheating; creating and distributing reports regarding use of such Services and for product development purposes.

11 BILLING

- 11.1 Billing Term: Billing term is subject to the CUSTOMER subscription plan which is further detailed in the Service Order and is chargeable in advance. Invoices are provided as digital copies, paper documents can be provided on request, and additional administrative charges may apply. Invoicing commences on the Commencement Date, with payments due thirty (30) days from the invoice date. Standard payment currency is US dollars. All prices are exclusive of taxes, fees (including any export and import fees), VAT, customs duties, and shipping costs.
- 11.2 Billing Dispute: If an invoice is disputed, the CUSTOMER must nonetheless pay the invoice in full within the due date. The CUSTOMER must notify the SUPPLIER in writing of the dispute, together with the legal basis for such dispute, within thirty (30) calendar days after the invoice's due date. Failure to do so will be deemed acceptance of the invoice and the CUSTOMER's right to dispute the invoice waived.
- 11.3 Late Payment Charge: Late payment of an invoice will result in a charge of 2% interest per month or part thereof, and shall accrue on a daily basis from the due date until actual payment of the overdue amount. The CUSTOMER shall pay the interest together with the overdue amount. The SUPPLIER reserves the right to stop access to Services and/or to terminate the Agreement to the CUSTOMER with overdue invoices until all outstanding invoices are brought current.
- 11.4 Upgrades: The CUSTOMER may, with written notice to the SUPPLIER, choose to upgrade their Services in which case SUPPLIER may amend the Annual Price accordingly.

12 WARRANTIES

- 12.1 General Warranty: This Services are provided on an "as is" basis. The SUPPLIER makes no representations or warranties of any kind, express, implied or statutory, including, without limitation, any warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in relation to Services or the information and materials provided by the SUPPLIER or the SUPPLIER's associated suppliers.

13 LIMITATIONS OF LIABILITY

- 13.1 Liabilities Which Cannot be Excluded: Nothing in this Agreement limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.
- 13.2 Exclusion of Liability: The SUPPLIER shall, under no circumstances, be liable for any: indirect or consequential losses; loss of revenue, profit or anticipated profit; loss of use; loss of business; loss of goodwill; business interruption; loss of technology, rights or services; loss, corruption or alteration of, or unauthorized access to information, software, hardware, or data; loss of reputation; increased costs; costs of insurance; or any other similar loss in each case whether direct or indirect and howsoever arising, suffered or claimed by the CUSTOMER.
- 13.3 Liability Limitation: The aggregate liability of the SUPPLIER in respect of any and all liability to the CUSTOMER, including but not limited to, liability arising from contract, tort (including negligence), misrepresentation, statutory, restitution or otherwise howsoever arising under or in connection with the Agreement and/ or the Services shall not exceed the amount of the Annual Price.

14 INDEMNITY

- 14.1 CUSTOMER Indemnity: The CUSTOMER shall indemnify SUPPLIER and hold SUPPLIER harmless against any and all liabilities, costs, expenses, damages and losses (including but not limited to, any direct, indirect or consequential losses), and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the SUPPLIER arising out of or in connection with any breach, whether under the Agreement, tort (including negligence), breach of statutory duty or otherwise at law, by CUSTOMER.

15 FORCE MAJEURE

Force Majeure: The SUPPLIER shall not be liable for any loss, damage, delay or failure to perform under the Agreement if SUPPLIER is prevented or hindered from performing any or all of their obligations under the Agreement due to fire, explosion, labour dispute, earthquake, hurricane, casualty or accident, lack or failure of transportation facilities and/ or services, lack of failure or telecommunications facilities and/or services including internet services and satellite services, vandalism, epidemic, pandemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from suppliers, Act of God, any inability to obtain any requisite licence, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated.

16 CONFIDENTIALITY

- 16.1 Each Party undertakes that it shall not at any time during and after the term of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers or IP Rights of the other Party, except as permitted by clause 16.2.
- 16.2 Each Party may disclose the other Party's confidential information:
- 16.2.1 to its employees, officers, representatives, contractors, permitted subcontractors or advisers who need to know such information for the

purposes of exercising that Party's rights or carrying out its obligations under or in connection with the Agreement; and

16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

17 DATA PROTECTION

17.1 Each Party shall comply with their respective obligations under applicable data protection laws, including the General Data Protection Regulation 2016/679 ("GDPR") and any supplementing, replacing or amending legislation, in relation to any personal data that they process under or in connection with this Agreement

17.2 The CUSTOMER acknowledges that, unless stated otherwise in the Service Order, the SUPPLIER shall be a controller (as defined in GDPR) of any personal data collected and processed pursuant to delivering the Services and performing its obligations under this Agreement.

18 MISCELLANEOUS

18.1 Severability: If a provision of the Agreement is determined by any court or other competent authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement.

18.2 Transfer of Service: The CUSTOMER may not assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the SUPPLIER.

18.3 Assignment: The SUPPLIER may assign and sub-contract the Agreement or any of its rights and obligations hereunder at any time without notice or consent of the CUSTOMER.

18.4 Beneficiaries: Nothing contained in the Agreement will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a Party hereto, and any person who is not a Party hereto shall not be entitled to enforce any provisions hereof or exercise any rights hereunder, except that any Service Provider shall be a third party beneficiary to this Agreement and may enforce the provisions of the Agreement. Neither the Agreement, nor the receipt of the Services by the CUSTOMER creates a contractual relationship between the CUSTOMER and the Service Providers and the CUSTOMER is not a third-party beneficiary of any agreement between the SUPPLIER and its Service Providers.

18.5 Notice: All notices or other communications under or in connection with the Agreement shall be given in writing (including email) to the addressees set out in the Service Order.

18.6 Entire Agreement Clause: The Agreement represents the entire agreement between the SUPPLIER and the CUSTOMER and shall supersede all prior statements, representations, understanding, discussions and agreements, whether oral or written. The CUSTOMER acknowledges that they have relied on no oral or written

representations, statement or undertaking of any kind made by or on behalf of the SUPPLIER.

19 GOVERNING LAW & JURISDICTION

19.1 The governing law of the Agreement and any dispute arising out of or in connection with it (including non-contractual disputes) shall be the law of England and Wales.

19.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination (including non-contractual disputes), shall be referred to and finally resolved by arbitration pursuant to the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall appoint its own arbitrator. The seat of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English