

General Standard License Terms and Conditions

Art. 1: General, Scope of Application

1.1 The following exclusive General Standard License Terms and Conditions (hereinafter: "**GSLTC**") shall govern all License Agreements between ChartWorld and its Clients. They shall apply likewise to all future License Agreements, even if this should not be expressly stated otherwise.

1.2 ChartWorld will enter into separately stipulated contracts (hereinafter: "**Ancillary Contracts**") to sell and deliver to Client digital data (e.g. Electronic Navigational Charts (ENC), Navionics Charts in S57-Format, digital charts in Shape-Format etc.) and, as the case may be, accompanying materials like documentation, operating instructions, manuals, etc., (hereinafter for both, data and all accompanying materials: "**DATA**"). Such Ancillary Contracts are subject to ChartWorld's General Standard Purchase Terms and Conditions (GSPTC).

ChartWorld will grant Client a License to use this DATA exclusively according to this GSLTC. ChartWorld does not recognise purchase terms, general standard terms or other stipulations made by Client. This shall apply even if Client makes counter confirmations with reference to Client's own terms and conditions. Such terms and conditions shall not become part of the business relations between ChartWorld and Client even if ChartWorld remains silent thereon or effects delivery of DATA. This GSLTC shall apply, as well, if ChartWorld effects delivery of DATA without reservation of rights, although being aware of Client's terms and conditions at the variance with these GSLTC.

1.3 Deviations from this GSLTC are effective only if they have been agreed upon or confirmed by ChartWorld in writing. An oral waiver of this form requirement is not admissible.

Art. 2: Grant of License to use the DATA

2.1 ChartWorld grants to Client a non-transferable, non-exclusive License to use the DATA with the hardware agreed upon in the Ancillary Contract (e.g. purchase contract via Internet).

2.2 The intellectual property rights used or embodied in connection with the DATA, especially, without being limited to, industrial property rights, designs and utility patents, registered designs, proprietary rights, copyrights, database rights, trademarks and service marks, (hereinafter for all of which: "**Industrial Property Rights**"), shall be and remain property of the respective owner and shall not be transferred to Client.

2.3 Client shall neither remove any existing identification marks, copyright or identity marks, nor shall Client disable display thereof.

2.4 Client shall be entitled to copy the provided DATA only, if such copy is necessary for the agreed upon use of the DATA. A copy which shall be deemed to be necessary for the agreed upon use of the DATA shall be installation of the DATA to the mass storage and download of the

DATA to the random access memory (RAM) of the agreed upon hardware. Furthermore, Client may make one (1) backup copy for the purpose of archival storage.

Art. 3: Restrictions of License

3.1 Display of the DATA shall be restricted so that a maximum of five (5) monitors or other visual display units display the DATA at any one time.

3.2 The utilisation of the DATA for or in connection with Internet solutions or Internet applications is not allowed. The utilisation of the DATA for or in connection with Client's Intranet shall be subject to prior written permission by ChartWorld.

3.3 Client shall not be entitled to alter, to extend, to modify or to adapt DATA in any form whatsoever. However, on ChartWorld's request Client shall carry out or let carry out such alterations, extensions, modifications or adaptations, considered necessary by ChartWorld for the integration and usability of the DATA for Client's software, programs or program elements.

3.4 Client shall neither be entitled to reveal or make available hard copies of the DATA, nor to surrender, to transfer or to convey such hard copies in any other way to third parties.

3.5 Furthermore, Client shall neither be entitled to integrate the DATA into other data bases, nor to decompile, disassemble or reverse engineer the DATA.

3.6 Client shall neither be entitled to sell or to transfer, to grant license or sublicense, to hire or lend out the DATA, nor shall Client be entitled to affect Intellectual Property Rights or any other right embodied in or in connection with the DATA in any other way or by any other means without ChartWorld's prior approval. Approval shall be made in writing and shall be in ChartWorld's sole discretion and may be made subject to conditions.

3.7 Client shall undertake all necessary precautions to prevent unauthorised access to the DATA, especially without limitation, by third parties. Furthermore, Client shall ensure, that Client's members of staff, employees, servants, agents, or any other person acting for or on behalf of Client (hereinafter for all: "**Agents**") are aware of and strictly obey this obligation, as well.

Art. 4: Legal Consequences in case of a Breach of Restrictions

4.1 In any case of breach of the restrictions as set forth in Art. 3, whether by Client or by its Agents, Client shall pay ChartWorld a non-fault **contractual penalty** of **€25.000,00**. ChartWorld's other claims and rights shall not be prejudiced.

4.2 Furthermore, Client shall indemnify ChartWorld in the event that the owner of the Intellectual Property Rights embodied in or in connection with the DATA should raise a claim because of a breach of the restrictions as set forth in

Art. 3, whether by Client or by its Agents. In the event that the owner's claims are of monetary nature, Client shall release Chartworld on first demand.

Art. 5: SOLAS-Convention

In the event that Client is subject to the Safety of Life at Sea (SOLAS) convention, Client accepts that the use of the DATA does not entitle Client to condone the terms of this convention.

Art. 6: Exclusion of Liability

6.1 Except as stated otherwise in the following provisions of this Article, ChartWorld's liability for damages and losses shall be excluded, whatsoever cause in law such liability may have and of whatsoever nature such damages and losses may be. Such exclusion of liability shall apply especially, without being limited to, to direct, indirect and consequential damages and losses, to claims based on fault prior to conclusion of contract ("culpa in contrahendo"; Sec. 311 subsec. 2 Bürgerliches Gesetzbuch; German Civil Code), to claims based on breach of contractual duties and obligations not being related to deficiencies of the granted License, to tortious claims based on property damages and to claims for vain expenses.

6.2 ChartWorld shall be liable in accordance with German Law if Client claims damages and losses based upon ChartWorld's, its agents' or servants' intent or gross negligence. Inasmuch as ChartWorld is not held liable by Client for intentional breach of contract, ChartWorld liability for damages and losses shall be limited to the reasonably foreseeable and typically incurable damages and losses.

6.3 Furthermore, ChartWorld shall be liable in accordance with German Law if ChartWorld is at fault with a breach of an essential contractual obligation ("cardinal obligation"). However, liability shall be limited in this case to the reasonably foreseeable and typically incurable damages and losses, as well.

6.4 ChartWorld's liability for faulty injury of life, body or health remains unaffected as well as its liability in accordance with product liability laws.

6.5 In case ChartWorld should be liable, liability for the loss of Client's data shall be limited to the reasonable costs of recovery of such data which would have been incurred if a backup copy of such data would have been made at reasonable intervals.

6.6 Insofar and inasmuch as ChartWorld's liability is limited or excluded, such limitation or exclusion shall apply to ChartWorld's members of staff, employees, servants and agents, as well.

Art. 7: Place of Performance, Jurisdiction and Governing Law

7.1 In the event, that a provision in this GSLTC should be or become fully or in part invalid or unenforceable, the validity or enforceability of the remaining provisions of this GSLTC as well as the validity or enforceability of this GSLTC itself shall not be affected or impaired in any way. In such an event, the parties shall undertake to replace in writing the invalid or unenforceable provision by a provision which best meets the purpose, particularly the æ-

pired economic and legal purpose of the replaced provision.

Same shall apply in the event that the execution of this GSLTC should reveal an omission, which the parties would have avoided, if they would have perceived such omission.

7.2 Place of performance for all obligations under this GSLTC shall be the domicile of ChartWorld.

7.3 ChartWorld's principal place of business shall be the exclusive place of jurisdiction if Client has the status of a merchant pursuant to the Handelsgesetzbuch (German Commercial Code) or if Client should relocate Client's domicile or place of abode after conclusion of this License Agreement out of the area of application of the Zivilprozessordnung (German Code of Civil Procedure) or if Client's domicile or place of abode should be unknown at the moment the action was brought to court. ChartWorld, however, shall be entitled to prosecute its rights and claims in Client's local court, as well.

7.4. This GSLTC shall be governed by the laws of the Federal Republic of Germany without regard to conflict of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

As of October 2006