

CUSTOMER FRAMEWORK AGREEMENT STARLINK SERVICES

Castor Marine and Customer are herein also individually referred to as "Party" and collectively as "Parties" as the context indicates.

WHEREAS:

- a. Castor Marine is a satellite service provider and Authorized Starlink Reseller;
- b. Starlink is a revolutionary and innovative low earth orbit satellite service provided by Space Exploration Technologies Corp ("SpaceX"), providing Internet at much higher speeds with lower latency than geostationary satellite services are able to provide.
- c. The Customer wishes to purchase Starlink services, Starlink Kit and accompanying services and equipment from Castor Marine.
- d. The Customer is aware and accepts that the Starlink services are new for everybody (including for Starlink itself) and are under development and subject to change. Starlink offers these services only on a 'best effort basis', which means that Starlink does not give any service level guarantees regarding availability of the service, minimum bandwidth speeds, maximum packet loss and maximum latency. Based on "best effort", Starlink aims to achieve performance goals, which goals are published on the Starlink website and will be amended by SpaceX from time to time based on experience and innovation.
- e. In accordance with the Starlink terms and conditions, Castor Marine (as an authorized reseller) is obligated to incorporate (1) specific terms at which Starlink services are provided to Castor Marine into agreements with its customers; and (2) certain wording, terms and compliance obligations, resulting in a service on a 'best effort' basis as well.
- f. The Customer will order specific Starlink Services, the Starlink Kit and accompanying equipment / services by signing a Service Order Form per vessel or location. In the Service Order Form, the all material, technical and pricing parameters will be further specified. The provisions of this Framework Agreement are applicable to every Service Order Form.

HAVE AGREED THE FOLLOWING:

1. Every Agreement between the Customer and Castor Marine regarding the provision of Starlink Services consists of the following parts which, in the event of ambiguity or contradiction, shall apply in the order of precedence listed below:
 - a. The Service Order Form(s)
 - b. This Framework Agreement, consisting of:
 1. This document titled "Customer Framework Agreement Starlink Services"
 2. The STARLINK TERMS OF SERVICE ('the Conditions'), and
 3. The Annex - Personal Data Processing
2. This Framework Agreement serves to establish a generic set of terms and conditions between Castor Marine and the Customer.
3. The Customer will purchase Services and Equipment from Castor Marine and Castor Marine shall provide Services and Equipment in the context of this Framework Agreement as agreed in a Service Order Form per vessel or location, to be signed by both Parties.

4. This Framework Agreement together with the signed Service Order Forms constitute the entire agreement between the Parties and supersedes all prior representations, negotiations and agreements related thereto, express or implied and either verbally or otherwise stated.

By accepting the terms and conditions on the website, I confirm I have read, understand and agree to the terms and conditions set out in the Framework Agreement and agree to abide by the terms and conditions thereof.

STARLINK TERMS OF SERVICE CONTRACT NUMBER CMBV - 850

Definitions

In this Framework Agreement and the Service Order Form(s), the following definitions apply:

“Activation Date” means the date that the ordered service is available and the basic features and/or options can be delivered as described in the Service Order Form;

“Agreement” means the Service Order Form(s) together with the Framework Agreement and all annexes, schedules and appendices thereto, which may be amended from time to time;

“Affiliate” means any legal entity controlling, controlled by or under the same control as Castor Marine, where control means the possession of the power to direct the management and policies of such entity, whether through ownership interests, by contract or otherwise;

“Castor Support Fee” means all the monthly charges in addition to the Starlink Service Fee for delivering an online portal, invoicing, collecting payments and providing technical and 24/7 customer support;

“Conditions” means all terms and conditions as set out in the Starlink Terms of Service;

“Customer Equipment” means all equipment on-board a vessel used by the Customer in contemplation with the Services or equipment owned by the Customer for the use of the Services;

“Due Date” means the date on which payment falls due as stipulated on invoice of Castor Marine;

“Effective Date” means the Signature Date of this Framework Agreement, being the date as of which this Framework Agreement becomes effective;

“Service” means the service provided by or on behalf of Castor Marine as specified in the Service Order Form;

“Service Activation” means subscribing the customer to a Maritime Service Plan enabling the Customer to use the Starlink service;

“Service Order Form” is a form which specifies the Service(s) to be provided per vessel or location including all hardware equipment, materials, technical and pricing

parameters. In the event of any conflicts between the Framework Agreement and a Service Order Form, the Service Order Form will prevail. A Customer may have multiple Service Order Forms under this Framework Agreement;

“Starlink” means Space Exploration Technologies Corp. or any of its subsidiaries;

“Starlink Fair Use Policy” means the Fair Use Policy published on www.starlink.com;

“Starlink Kit” means a Starlink antenna, Starlink WiFi router, power supply and mount;

“Starlink Service Fee” means the service fee(s) Castor Marine pays to Starlink to procure the service;

“Starlink Service Plans” means specific Starlink

service plans designed for use on Business or Government sites which can be fixed locations, mobile locations or in-motion vehicles; and

“Target Delivery Date” means the non-binding estimated date on which Castor Marine plans to make the Service available to the Customer as described in the Service Order Form;

Article 1 – Application of these Conditions

1.1. All Agreements and all Service Order Forms regarding Starlink Services between Castor Marine and the Customer and all obligations deriving thereof are subject to these Conditions. These Conditions shall prevail over any inconsistent terms contained in (or referred to) in any quote or tender from the Customer.

1.2. If any provision of the Agreement is deemed void, voidable or unenforceable, only that provision shall be severed and the rest of the Agreement will remain in full force and effect.

Article 2 – Service Order Form(s) and agreement to Purchase Starlink Kit and Services

- 2.1 The submission (by email or otherwise) by the Customer to Castor Marine of a Service Order Form, that is signed by the Customer, results in a binding order for the Customer. The order becomes binding for Castor Marine after the Service Order Form is signed by Castor Marine.
- 2.2 By entering into an Agreement (which means that both the Customer and Castor Marine have signed a Service Order Form), Customer purchases a two-way satellite based Starlink Internet service which is novel, under development and subject to change. Given the innovative newness of the provided services, Starlink provides its services only on “a best effort basis”, which means that Starlink does not provide any service level guarantees. Starlink tries to achieve performance goals which are published on Starlink.com and will be amended by Starlink from time to time based on experience and innovation.
- 2.3 The Service may not be available in all locations and are contingent upon Starlink network availability and Starlink’s approval.
- 2.4 Reselling the service is strictly prohibited. Customer may not resell access to the Services to anyone outside the Registered Vessel(s) as a stand-alone, integrated or value-added service under this Agreement.
- 2.5 Software copies and updates installed on the Starlink Kit are not sold, only licensed to the Customer on a non-exclusive, non-transferable, limited and revocable basis, for use as installed on the Starlink Kit and subject to Software License and Usage Terms, and restrictions of Starlink. Starlink reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, and grants no license, except as expressly granted in this Agreement.
- 2.6 Unless explicitly agreed upon otherwise, the Customer is responsible for the installation of the Starlink Kit in a location that has a clear field of view of the sky maintaining a minimum separation distance of 4m (14 ft.) between Starlink antenna and other co-located antennas.
- 2.7 Customer shall not modify the Starlink Kit in a manner (include cosmetic/paint changes) that contradicts the installation instructions or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover / radome. If Starlink determines that installation or modification of a Starlink Kit has resulted in a material degradation of the Service or

equipment, the equipment Limited Warranty may (at Starlink’s sole discretion) be voided.

- 2.8 The Maritime Service Plans are subject to the Fair Use Policy of Starlink. The Fair Use Policy allocates a certain amount data for “Priority Access”. Priority Access data under Maritime Service Plans are given network priority over all other data on the Starlink network, including Residential Priority Access. For Maritime Service Plans, all data usage will count toward the Priority Access limits any time Customer uses Starlink. The Customer has the option to opt-in to buying additional Priority Access data to ensure the Service keeps working after the data limit of the Service Plan has been reached. If the Customer opts in for additional Priority Access, all additional usage is the sole responsibility of the Customer and the Customer will be liable for payment for these charges including any high overruns (so called bill shocks).
- 2.9 Starlink may change or discontinue Service plans, prices, terms, Kit versions, the Starlink Specifications and/or its the Fair Use Policy from time to time. Castor Marine will use its best endeavors to provide one (1) month prior notification to the Customer of material changes. By continuing to use the Services after such notification or change, the Customer automatically agrees to any changes. If Customer does not agree with such material change, it shall have the right to terminate this applicable Agreement giving one (1) month prior notification..
- 2.10 Customer agrees that the use of the Starlink services, is at the sole risk of the Customer. Starlink services are not suited or intended as a mission critical or safety-of-life service.
- 2.11 Customer acknowledges and agrees that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).
- 2.12 Customer may request a change of the Starlink Service Plan under the condition that the Customer gives at least five (5) calendar days prior notice in writing before the end of the monthly billing cycle.
- 2.13 Customer agrees to purchase and Castor Marine agrees to provide the Services as of the Activation Date.
- 2.14 The execution of this Framework Agreement does not imply the establishment of an exclusive relationship between Castor Marine and the Customer.

Article 3 –Service Delivery

- 3.1 Castor Marine shall use all reasonable endeavours to ensure that the Activation Date is on or prior to the Target Delivery Date.
- 3.2 Unless explicitly agreed otherwise in writing between Castor Marine and the Customer, Castor Marine shall not be responsible for assessing Customer's equipment, facilities and capacity needs and the uses to be obtained thereof or for the operability of the Services with Customer's Equipment or services. The Customer is solely responsible for the choices made with respect thereto.
- 3.3 In case the Customer purchases equipment from Castor Marine, Castor Marine shall deliver the hardware Ex-Works (per INCO terms) at the Ex-Works Site from which moment the risk shall pass to the Customer.

Article 4 - Maintenance and servicing

- 4.1 The Services shall be maintained by or on behalf of Castor Marine and Castor Marine will provide an online portal to the customer for the Starlink services. Starlink will not provide any (direct) support to the Customer.
- 4.2 Castor Marine has the right to change, modify and improve the Services at any time for maintenance and/or rearrangement purposes or to keep pace with the latest demands and technological developments. Castor Marine shall not temporarily restrict or discontinue the offered Services without good reason, including but not limited to acts, instructions or decisions of its suppliers (including Starlink), and shall resume the Services immediately after the changes, modifications or improvements have been made. Castor Marine shall make all reasonable efforts to coordinate in advance with Customer to establish a mutually acceptable date on which the changes, modifications or improvements shall take place if these may affect use of the Services. If timely notification cannot be given because of a need for earlier introduction of the changes, modifications or improvements, Castor Marine shall inform the Customer as soon as reasonably practicable. The Customer shall in no case be entitled to compensation from Castor Marine on the grounds of reasonable restriction or reasonable temporary discontinuation of the Services for reasons specified in this article.
- 4.3 If a fault occurs in the provision of the Services, the Customer shall report such occurrence to Castor Marine initially by phone with a follow-up in writing by e-mail or via the online trouble ticketing system.
- 4.4 If Castor Marine is requested by the Customer to address a problem with a Service, which proves to be caused by a problem in the Customer's network

or Customer's Equipment or its personnel or by a problem attributable to Customer, Castor Marine reserves the right to charge all reasonable expenses incurred by Castor Marine in resolving the reported problem.

- 4.5 Repair and/or replacement of Customer equipment will be for the account of the Customer.
- 4.6 Castor Marine's warranty towards the Customer on Customer Equipment provided by Castor Marine equals the warranty that Castor Marine receives from the supplier of the equipment itself. That means that – if Customer Equipment acquired from Castor Marine is faulty within the warranty period (which warranty period equals the warranty period provided by the supplier to Castor Marine) – and the defect has occurred during normal use due to no fault of the Customer (to be judged by the supplier), the Customer shall return such faulty equipment at its own cost to Castor Marine (or on the instruction of Castor Marine directly to the supplier) for repair or replacement of the Equipment (the last at the supplier's option). The warranty does not cover any labour and travel cost by engineers / installers to repair/ replace the equipment. The standard warranty period for the Starlink Kit is 12 months.
- 4.7 Castor Marine is not responsible or liable for any non-performance of Services, or for any degradation or deviation of the Services from the descriptions of service levels or for any delay in the delivery of service thereof which:
 - (i) Are the result of events beyond the control of Castor Marine including, but not limited to
 - o Customer Equipment faults;
 - o Excessive traffic (requests) coming from vessel on-board LAN
 - o Degradation of throughput due to use of VPN tunnels by the Customer
 - o Heavy rainfall at vessel location;
 - o Radio or electromagnetic interference (including radar, satellite links, radio links, WIMAX, Radius)
 - (ii) Can be reasonably attributed to the actions or omissions of the Customer, Customer's personnel or third parties contracted by the Customer;
 - (iii) Cannot be addressed by Castor Marine because the Customer, Customer's personnel or third parties related to the Customer unreasonably refuse to release or allow access to its network or equipment for installation, testing or repair;
 - (iv) Occurs during any period of planned maintenance or rearrangement purposes in

- accordance with the procedures set out in this Framework Agreement;
- (v) Are due to Force Majeure events as described in article 15;
 - (vi) Are the result of a suspension as described in article 9.

Article 5 – Duration and Termination Framework Agreement

- 5.1 This Framework Agreement commences on the Effective Date and shall continue in effect until the date of termination thereof in accordance with this Article.
- 5.2 The Framework Agreement shall, subject to article 5.1, remain in force for 12 months and will renew thereafter automatically for 12 months unless and until terminated by either Party giving to the other at least one (1) month prior notice in writing to terminate the Framework Agreement at the end of the term or at the end of any subsequent renewal period thereafter. The Customer may only give notice of termination of the Framework Agreement in case all Service Order Forms entered into under this Framework Agreement have been terminated at the moment of providing the notice of termination of the Framework Agreement.
- 5.3 Either Party may terminate the Framework Agreement with immediate effect by giving notice in writing to the other Party if the other Party becomes subject to any form of insolvency procedure under any law, including but not limited to bankruptcy and/or suspension of payment order.
- 5.4 Castor Marine may terminate the Framework Agreement and/or (in its own discretion) any specific Service Order Form(s) thereunder with immediate effect by giving notice in writing to the Customer in the event:
 - (i) The Customer fails to meet the obligations described in article 11;
 - (ii) In case the Customer is in default of its obligations (under which its payment obligations) under any Service Order Form; and/or
 - (iii) A suspension pursuant to article 9 has continued for a consecutive period of one (1) month.
- 5.5 The Framework Agreement may only be rescinded or terminated by registered letter (or by e-mail from a duly authorized person) to the addresses set out in the preamble of the Framework Agreement or at such address as communicated by one Party to the other Party in writing.

Article 6 – Duration and Termination Service Order Forms

- 6.1 A Service Order Form commences on the Activation Date and shall continue in effect until the date of termination thereof in accordance with this Article.
- 6.2 A Customer can postpone the Activation Date with maximum 3 months after the Target Delivery Date by giving 5 days' notice prior to Target Delivery Date. If no specific Target Delivery Date has been agreed upon, the latest Service Activation Date will be on the first day of the 6th calendar month following the date on which both parties have signed the Service Order Form.
- 6.3 A Service Order Form shall remain in force for minimum 12 months after the Activation Date and will thereafter automatically be extended with subsequent 12 months (Extension Period) until terminated by either Party giving to the other at least one (1) months prior notice in writing to terminate the Service Order Form at the end of the Initial Term or any subsequent Extension Period thereafter.
- 6.4 In case of termination, the Service Order ends on the last day of the monthly billing cycle. The billing cycle is equal to a calendar month.
- 6.5 Customer may request a service suspension of Starlink service under the condition that the Customer gives at least five (5) calendar days prior notice in writing before the start of the next monthly billing cycle. A suspension starts on the first day of the following monthly billing cycle. During a service suspension the Castor Marine will not charge the Starlink Service Fee and will only charge the Castor Support Fee unless explicitly agreed upon in the Service Order Form.
- 6.6 Either Party may terminate a Service Order Form with immediate effect by giving notice in writing to the other Party in the event a Force Majeure pursuant to article 15, subsists for a continuous period exceeding one (1) months.

Article 7 – Risk of Starlink Kit become unusable

- 7.1 If a Starlink Kit has not had an active Starlink service for more than 12 months, the Customer accepts the risk the Starlink Kit to become unusable because of the Starlink Kit missing over-the-air upgrades.

Article 8 – Charges, Billing and Payment

- 8.1 All fees and charges that the Customer shall pay for the Services under this Framework Agreement are set out in this Agreement and the Service Order Form.
- 8.2 The Customer shall pay for the equipment and the deposit set out in the Service Order Form before Service Activation.

- 8.3 All charges mentioned in the attached Annex Charges are ex-WORKS, excluding VAT/ TVA/ GST/ Withholding or Excise tax and / or other applicable government taxes, charges, duties and fees. All taxes, charges, duties and / or fees, whether charged to Castor Marine or to the Customer in relation to the provision of Services under the Framework Agreement, are for the account of the Customer and – if applicable – will be invoiced by Castor Marine to the Customer.
- 8.4 Castor Marine shall invoice monthly recurring service charges in advance of the relevant month of service to the Customer as from the Activation Date.
- 8.5 The monthly recurring charges are billed pro rata for the month of activation and based on a full calendar month at deactivation. The assigned data allowance is also pro rata for the month of activation.
- 8.6 Additional Priority Access is invoiced monthly in arrears if you opt-in to purchasing additional Priority Access after hitting your data limit. Once opt-in is enabled, you will automatically be billed for additional Priority Access until you opt-out, including in following billing cycles. You can opt-out of purchasing additional Priority Access any time. You can track your excess monthly usage data usage at any time via the online Castor portal.
- 8.7 Due Date is standard 21 days from the date of issuing the invoice, with an exception for the invoice for the Starlink Kit which should be paid prior to Activation of the Starlink Service.
- 8.8 Customer shall make each and every payment on or before the Due Date and all such payments shall be made with all bank transfer costs paid by the Customer, without offset, withholding or deduction of any kind. Failure to pay an invoice in time results in suspension of the Service until all outstanding invoices have been fully paid and in automatic (by operation of law) default of the Customer.
- 8.9 Customer has the option to pay a deposit equal to the monthly service charge to prevent immediate service suspension without notice in case an invoice is not paid on/before Due Date.
- 8.10 Without prejudice to Castor Marine's other rights, Castor Marine reserves the right to charge interest on the amount of any late payment (which means any payment after the Due Date) at the rate of 1.5% per calendar month or part thereof starting on Due Date and calculated over the outstanding amount until payment has been received in full.
- 8.11 If the Customer fails to (timely) fulfill its payment obligations, all Castor Marine's collection costs (both judicial and extrajudicial, including fees paid to collection agencies and/or lawyers) will be for Customer's account. The extrajudicial collection costs shall amount to at least 25% of the total

amount outstanding and be at least the equivalent of USD 600, - excluding applicable taxes.

- 8.12 The Customer may only submit objections to an invoice within thirty (30) calendar days after the invoice date. The submission of an objection shall not entitle the Customer to suspend payment of the undisputed part of an invoice. If Castor Marine accepts the objection by adjusting the amounts due on the invoice, Castor Marine may set off any excess amount received against any related outstanding amounts by the Customer, present or in the future.

Article 9 – Suspension by Castor Marine

- 9.1 Castor Marine may, at its sole discretion and without prejudice to any right which it may have to terminate the Framework Agreement, elect to suspend forthwith the provision of the Services until further notice in the event that:
- (i) Customer has violated – or is in default with – any of the terms in the agreement;
 - (ii) Castor Marine or Starlink receive a request and/or order from law enforcement, a judicial body, or other government agency;
 - (iii) Starlink suffers from unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware;
 - (iv) Starlink fails to obtain or maintain the necessary governmental authorizations required to provide the Services;
 - (v) Customer participates in fraudulent or illegal activities;
 - (vi) Starlink terminates the Service for its convenience to Castor Marine.
- 9.2 In the event that the Services are suspended as a consequence of breach, fault, act or omission of the Customer:
- (i) Castor Marine has the right to password protect and/or hard-lock the Starlink Kit which may result in the Starlink Kit being unusable in the future;
 - (ii) Castor Marine may recover any other losses suffered by it as a result of such breach, fault, act or omission;
 - (iii) The Customer shall be under the obligation to pay all charges throughout the period of suspension;
 - (iv) Castor Marine has the right to require a security in the form of an additional deposit representing the value of two (2) monthly invoices, as an additional condition to continue to provide Services. The costs relating to the deposit are for the account of the Customer.

Any interest on advance payments shall accrue to the benefit of Castor Marine.

9.3 Castor Marine shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension lawfully made pursuant this article.

Article 10 – Representation and warranties by Castor Marine

Castor Marine hereby represents and warrants to the Customer as follows:

- 10.1 Castor Marine is an Authorized Reseller of Starlink and is listed on the Starlink.com website as such.
- 10.2 The execution, delivery and performance of this Framework Agreement have been duly authorized by all necessary corporate action on the part of Castor Marine.
- 10.2 This Framework Agreement and Service Order Forms constitute a legal, valid and binding obligation on Castor Marine.
- 10.3 Neither the execution of this Framework Agreement by Castor Marine, nor the delivery thereof by Castor Marine, will conflict with, or constitute a default under or violate any of the terms, conditions or provisions of any material document, Framework Agreement or other instrument to which Castor Marine is a party or by which Castor Marine is bound.
- 10.4 Neither the execution of this Framework Agreement by Castor Marine, nor the delivery thereof by Castor Marine, will conflict with, or constitute a default under or violate any of the terms, conditions or provisions of any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on Castor Marine.

Article 11 - Representation and warranties by the Customer

- 11.1 The Customer warrants and undertakes that it shall:
 - (i) comply with all laws and regulations applicable or related to the performance of obligations under this Agreement. Castor Marine or Starlink may seek authorizations from you to use the Starlink Service within the territorial waters of certain jurisdictions. You acknowledge and agree that you are solely responsible for (a) understanding and complying with all applicable laws and regulations associated with the use of the Starlink Services and (b) obtaining any required authorizations, and (c) ceasing use of the Starlink Services where necessary based on the Registered Vessel's geographic location.

- (ii) comply with all applicable International Trade Controls in the context of this Agreement, including applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations. You acknowledge that you are only authorized to access Services on the Registered Vessel(s), and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Controls.
- (iii) Comply with any procedural, administrative, technical and/or operational instruction, given by or on behalf of Castor Marine and/or Starlink.

- 11.2 The Customer shall provide access to places where work has to be carried out under the Framework Agreement and shall take all measures to ensure that Castor Marine can carry out the work under the Framework Agreement properly.
- 11.3 The Customer warrants and undertakes that it shall not, at any time and by any person, be involved in, or knowingly, recklessly and/or negligently permit or allow any other party to be involved in any fraudulent, unlawful, immoral and/or unauthorised use of the Service. The Customer shall notify Castor Marine immediately after the Customer becomes aware of or suspects any such activity.
- 11.4 The Customer shall fully co-operate with the implementation of procedures for preventing and resolving fraud and provide Castor Marine with any information relating to such fraud.
- 11.5 On board systems, networks and components that are connected to the Starlink Kit do not form part of this agreement and are the explicit responsibility of the customer.
- 11.6 Customer is not authorized to use the name

“Starlink” as well as all related marks, logos, and designs are service marks, trademarks, and trade names of Starlink.

Article 12 – Assignment and change of control

- 12.1 The Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written approval of Castor Marine.
- 12.2 Castor Marine may at any time without consent of the Customer assign, transfer or novate the Agreement or any of its rights and obligations to:
 - (i) Its main shareholder, Affiliate or any of its main shareholder subsidiaries;
 - (ii) Any successor in interest due to the purchase of its assets.
- 12.3 Neither Party shall be entitled to terminate the Framework Agreement in case of any change of

control in either of the Parties, its affiliates and/or shareholders.

12.4 Any resale by the Customer to a third party as part of a solution comprising of other value-added telecommunications services is strictly prohibited.

Article 13 - Confidentiality

13.1 For the entire duration of the Agreement and for a period of one (1) year thereafter, Parties shall keep confidential all (and shall not disclose to any third party any) contractual documentation and terms referenced in this Agreement and any and all other information about the other party, including but not limited to information about the other parties' business operations and customers that is acquired during the term of the Agreement and which can be reasonably assumed to be confidential.

13.2 The Agreement does not prohibit the disclosure of Confidential Information:

- (i) that is already in possession of, which is previously known to, the receiving Party at the time of its receipt from the disclosing Party, other than by breach of the present obligation of secrecy;
- (ii) that is in or comes into the public domain other than by breach of the present obligation of secrecy;
- (iii) that is provided to the respective (legal) advisors, principals, auditors, lenders, prospective investors or purchasers or financiers of the Parties, insurance agents, and proposed and actual successors in interest, provided they are under the obligations to treat such information as confidential;
- (iv) which is required to be disclosed by law, provided that where reasonably possible the disclosing Party has given the other Party sufficient notice to enable the other Party to seek a protective order or other relief from such disclosure;
- (v) in respect of which the non-disclosing Party has given its written consent (which consent may be given or withheld in its absolute discretion).

Article 14 - Liability

14.1 To the extent lawfully permitted, the liability of Castor Marine for any unavailability, delay, interruption, suspension, disruption or degradation of Services because of reasons attributable to Castor Marine is limited, at the sole discretion of Castor Marine, to:

- (i) Re-supply the Services without additional charges for the Customer, or;

- (ii) Compensate the Customer with an amount equal to Castor Marine's costs for re-supplying the Services.

14.2 Neither Party will be liable for any default or delay in the performance of its obligations under an Agreement, if and to the extent that the default or delay is caused by an event beyond the reasonable control of that Party as set out in article 15 (Force Majeure).

14.3 Neither Party nor any of its affiliates, suppliers or agents, are liable (whether based on contract, tort or otherwise) for any indirect, special, punitive, incidental or consequential loss or damage (including loss of profits, loss of revenue, loss of savings or any damage incurred by third parties) in connection with or arising out of this Agreement or the provision of Services.

14.4 In no event shall Castor Marine's liability towards the Customer for damages (including damage that arose through property damage or through death or physical injury) exceed the amount of 50,000 USD per event or series of events involved and the total amount of 100,000 USD per year. Nothing in this article shall exclude or limit the Parties' liability for death or personal injury resulting from its own negligence in any jurisdictions where, as a matter of law, such liability cannot be excluded or limited.

14.5 In the event that the Customer has rescinded the Agreement as a result of a breach by Castor Marine, the limitations and exclusions of liability are absolute to such extent that the Customer waives the right to claim damages in addition to restitution of amounts still owing.

14.6 The Customer agrees with Castor Marine that Starlink nor any of its respective affiliates shall be liable on any basis whatsoever, except in cases of willful misconduct or negligence, (including in contract and/or in tort) to the Customer for any

direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with any unavailability, delay, interruption, suspension, disruption or degradation in or of the Services provided under the Agreement, regardless of cause including, but without limitation, equipment failure or malfunction.

14.7 The Customer indemnifies Castor Marine and its suppliers at all times against any action, claim, demand or expense, loss, damages and/or costs (including legal costs on a solicitor and own client basis) arising from, or incurred by reason of the unlawful use of the Services by the Customer. This

includes, but is not limited to, if anyone using Starlink Service in ways that are illegal or violate this Agreement or Starlink's Acceptable Use Policy (for example illegally downloading movies or music without paying for them); or (b) negligent, reckless or intentionally wrongful.

14.8 In any event, the Customer's right to claim any damage under this Agreement, based on tort or otherwise, shall lapse twelve (12) months after the occurrence giving rise to the claim or action.

Article 15 – Force Majeure

15.1 The Parties shall be entitled to invoke force majeure if the execution and/or the performance of the Agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably beyond its control, including but not limited to:

- (i) Acts of terrorism, strikes, riots, civil disruption, war, inclemency, epidemic, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, water damage;
- (ii) Delay in and/or cancellation of the Starlink service to Castor Marine;
- (iii) Governmental, legal or regulatory restrictions and / or acts of God.

15.2 Any Party whose ability to perform is affected by a force majeure event shall take all reasonable steps to mitigate the impact of such event.

15.3 The Party affected by the force majeure shall give notice within (5) five working days since the event has occurred. Failure to give notice shall not affect the right to invoke this article.

Article 16 – Property

16.1 This Agreement shall not result in the transfer of title to any asset, including without limitation any intellectual property rights, rights to know-how and other rights, currently or at any future date held by either Party.

16.2 Castor Marine owns all right, title and/or interest in and to the intellectual property rights related to the Services.

Article 17 - Governing Law; Disputes

17.1 This and any disputes between us arising out of or related to this Agreement, including disputes regarding arbitrability ("Disputes") will be governed by and construed in accordance with the laws of the Netherlands.

Article 18 - Miscellaneous

18.1 This Framework Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings or agreements of the Parties, whether oral or written.

18.2 The Parties hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof and unless expressly stated to the contrary, nothing in this Agreement is intended to grant any third party a directly enforceable right under this Agreement.

18.3 Amendments to the Agreement shall be binding only if they have been recorded in writing and signed by both Parties, unless it is explicitly stipulated in the Agreement that a particular provision may be amended unilaterally.

18.4 Based on this Agreement, neither Party shall be entitled to represent the other Party as an agent or otherwise.

18.5 Castor Marine shall be entitled to subcontract the performance of any of the obligations under the Agreement, without relieving itself from any of its obligations.

18.6 If any provision of the Agreement is invalid, void, ineffective, unenforceable and/or illegal, such will not affect the validity and/or enforceability of the remaining provisions of the Agreement. In such a case, the Parties shall enter into good faith negotiations to amend such a provision in conformity with the original intents of the Parties.

18.7 In promoting and/or advertising its services Castor Marine and/or any of its direct or indirect subsidiaries shall be entitled to refer to the Customer as being a customer of Castor Marine.

18.8 Neither Party shall make any press announcement concerning this Agreement in any way without the prior written consent of the other party.

18.9 If the terms and conditions set forth in this Framework Agreement and the applicable terms and conditions set forth in the Service Order Form(s) are in contradiction, the following order shall apply: (1) Service Order Form (2) Framework Agreement.

18.10 In the event that, after the signing of the Agreement additional Services are agreed upon between Parties, such Services shall be provided under the applicability of the Conditions set forth herein and the respective annexes, unless explicitly agreed otherwise in writing.

Annex - Personal Data Processing

Article 1- Applicability

1.1. Apart from the Conditions, the provisions of this Annex - Personal Data Processing are applicable to all situations in which Castor Marine receives via the Customer personal data within the sense of the General Data Protection Regulation (GDPR) at its disposal. The provisions of these Annex form an integral part of the Framework Agreement.

accordance with the GDPR and other regulations applicable regarding processing personal data. The Customer declares to Castor Marine that the personal data which are obtained and/or processed based on this module are, with a view to the purposes for which they are to be processed, sufficient, relevant and not excessive. The Customer will take the necessary measures so that personal data are true and accurate.

Article 2 - Definitions and processing

- 2.1. The Customer qualifies as the controller within the sense of Article 4 of the GDPR. On the instructions of the Customer, Castor Marine qualifies as the processor of personal data within the sense of Article 4 of the GDPR.
- 2.2. Castor Marine has access to and processes for and for the benefit of the Customer the personal data of users of the software and/or LAN networks of the Customer. Processing these personal data is necessary to structure the work processes and/or to conduct audits of the Customer.
- 2.3. The Customer determines the purpose and the means of processing.
- 2.4. In connection with processing operations of personal data as meant in this module, Castor Marine undertakes to process these data properly and with due care. Castor Marine is not allowed to process or disclose to any third parties personal data received from the Customer for its own purposes, other than as agreed.

Article 4 - Obligations of Castor Marine

- 4.1. Castor Marine declares that it will process personal data properly and with due care and in accordance with the GDPR and other regulations applicable regarding processing personal data. If Castor Marine establishes that acts are being carried out which are in contravention of the provisions of the GDPR - for instance because it apparently gains access to more or other personal data than the data which are necessary for performing the task assigned to it - it will immediately notify the Customer of this and fully cooperate with taking all those measures which are necessary to carry out the contract within the limits of the law and regulations.
- 4.2. In addition, Castor Marine shall enable the Customer to fulfil the obligations within the legal periods under the GDPR, such as the rights of data subjects to inspection, improvement, addition or removal of data. The associated costs will be at the expense of the Customer.

Article 3 - Obligations of the Customer

3.1. The Customer declares that it will process personal data properly and with due care and in

Article 5 - Secrecy and destruction

- 5.1. Castor Marine is obliged to keep strictly secret the personal data received from the Customer and to stipulate that its employees and/or the third parties it engages do the same. Moreover, Castor Marine must ensure that the personal data referred to above will be destroyed immediately after termination of this module, or sooner if possible. On first request of the Customer Castor Marine will confirm that this has been done.

Article 6 - Storage of data

- 6.1. Castor Marine shall store and/or retain the personal data meant in this module only on data carriers which are localized in the EU/EEA, or within a country of which the European Commission has stated that the security is adequate.

Article 7 - Commitment of sub-workers

- 7.1. Castor Marine is allowed to engage third parties insofar as this is necessary in connection with technical system support as well as organizational and technical security. Castor Marine is responsible for this/these third party/ies and will impose at least the same requirements on this/these third party/ies in the area of suitable technical and organizational measures as stipulated in this module.

Article 8 - Security measures

- 8.1. The Customer and Castor Marine guarantee each other that in their own organization they take (and have taken) sufficient organizational and technical measures with regard to the processing operations to be carried out with personal data, including measures which are directed against loss, destruction and/or damage to personal data, against any form of unauthorized and/or wrongful processing and/or access according to the requirements set in or pursuant to the GDPR and/or any other legislation and regulations which are in force at any time during the term of this module with regard to collecting, retaining and/or processing personal data.
- 8.2. The Customer and Castor Marine will continuously adjust their security measures to the latest technology and up-to-date insights for the protection of personal data. Starting point is that the security policy and its implementation should at least comply with the criterion of the 'suitable security level' as meant in the GDPR.
- 8.3. In the event of a security leak and/or a data leak as meant in the GDPR, the party who establishes this leak must directly and immediately report this to the other party. After notification, the Customer

has the opportunity to report this within due time to the supervisory authority and any data subjects. The parties will immediately investigate the cause of the data leak in their own organizations and will bear the costs of the investigation themselves. Castor Marine will provide the Customer with a copy of the outcome of the investigation into its organization.

- 8.4. The reporting duty covers in any event the notification of the fact that there has been a leak, as well as the exact moment of the leak, the system and facts of the event, the (assumed) cause of the leak, the expected consequences of the leak for the data subjects as well as the proposed solution. It should also state the measures being taken to limit the damage and to repair the 'leak', the measures taken to avoid a repetition as well as the measures to limit the negative consequences immediately as much as possible, including communication to third parties and data subjects.

Article 9 - Request of a data subject

- 9.1. If a data subject submits a request to Castor Marine for inspection, improvement, addition, change, removal and/or screening of personal data, Castor Marine will notify the Customer thereof and the Customer shall immediately deal with this request. The Customer will inform Castor Marine of the way in which this has been dealt with and Castor Marine will cooperate with the agreements made between the Customer and the data subject regarding the request.

Article 10 - Audit

- 10.1. The Customer is permitted to audit (1) the process; (2) the method of storage; and (3) the processing operations carried out by Castor Marine (or have these subjects be audited) of the personal data defined in article 1.1 of this Annex. Castor Marine will fully cooperate to enable such audit whereby the auditor will be given access to documentation, manuals and systems. The costs of the auditor for such an audit will be at the expense of the Customer.

Article 11 - Term and termination

- 11.1. This Annex becomes effective on the Effective Date. This Annex terminates at the moment that



all agreement between the Customer and Castor Marine have been terminated.

- 11.2. Obligations, which by their nature are intended to continue to be effective even after the termination of this Annex, will continue to be effective after termination of the Annex. These obligations include for instance those which arise from the provisions regarding secrecy and/or liability.
- 11.3. Castor Marine shall not retain the personal data longer than is strictly necessary and in no circumstance longer than until the end of this module or, if a retention period has been agreed between the parties, not longer than that period.