

Licence Agreement

Prepared by
International Shippers & Services Association

For use of the ISSA Ship Stores Catalogue
CSV Files & Accompanying Images within
The Licensee's own Back Office Purchasing System

This Licence Agreement is made and is effective from the date of down-load of the relevant ISSA Ship Stores Catalogue files from the ISSA web site (www.shipsupply.org).

It is made between:

The Licensor being International Shippers & Services Association (ISSA) registered at the Chamber of Commerce in The Hague, The Netherlands and with its Administrative Seat at The Baltic Exchange, 38 St Mary Axe, London EC3A 8BH, United Kingdom

and

The Licensee named in the relevant corporate information form duly completed on-line and placed with this Licence and forming part of it.

WHEREAS:

1. The Licensee wishes to obtain a Licence to use the ISSA Ship Stores Catalogue CSV Files containing the unique ISSA 7-digit numbering system together with the attendant image files (hereinafter called the "Asset") within the Licensee's own IT system and manipulate the information so provided the better to arrange its computer-based purchasing operations and
2. The Licensor is willing to grant to the Licensee a non-exclusive, non-transferable Licence to use the Asset for the term and specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties **agree** as follows:

1. DEFINITIONS

1.1 "Agreement" means this Licence Agreement including the attached Schedule.

1.2 "Confidential Information" means information that:

- a. is by its nature confidential
- b. is designated in writing by the Licensor as confidential
- c. the Licensee knows, or reasonably ought to know, is confidential
- d. information comprised in or relating to any Intellectual Property Rights of the Licensor

1.3 "Asset" means the Asset provided by the Licensor as specified in Item 6 of the Schedule in the form as stated in Item 7 of the Schedule

1.4 "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in Clause 5.

1.5 "Party" means a person or business entity who has executed this Agreement. Details of the Parties are specified in Item 2 of the Schedule.

1.6 "Term" means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.

2. LICENCE GRANT

2.1 The Licensor grants to the Licensee a non-exclusive, non-transferable Licence for the Term to use the Asset for the specific purpose specified in this Agreement subject to the terms and conditions set out in this Agreement.

3. CHARGES

3.1 In consideration of the Licensor providing the Licence under Clause 2 of this Licence Agreement, the Licensee agrees to pay the amount of the Licence Charge as specified in Item 9 of the Schedule.

4. LICENSEE'S OBLIGATIONS

4.1 The Licensee cannot use the Asset for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

4.2 The Licensee may permit its employees and authorised IT sub-contractors engaged by the Licensee to use the Asset for the purposes described in Item 8, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees and authorised IT sub-contractors using the Asset do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.3 The Licensee will not distribute, sell, licence or sub-license, let, trade or expose for sale the Asset to a third party.

4.4. No copies of the Asset are to be made other than as expressly approved by the Licensor.

4.5 No changes to the Asset or its content may be made by the Licensee save as is required to enable the Asset to be suitably manipulated to enable it to perform the desired function within the Licensee's computer system.

4.6 The Licensee will provide technological and security measures to ensure that the Asset which the Licensee is responsible for is physically and electronically secure from unauthorised use or access.

4.7 The Licensee shall ensure that the Asset retains all Licensor copyright notices and other proprietary legends and all trademarks, logos or service marks of the Licensor.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights over and in respect of the Asset are owned by the Licensor. The Licensee does not acquire any rights of ownership in the Asset.

6. LIMITATION OF LIABILITY

6.1 The Licensee acknowledges and agrees that neither the Licensor nor its Executive Board, Assembly, Officers, employees, sub-contractors or agents will be liable for any loss or damage arising out of or resulting from the Licensor's provision of the Asset under this Agreement, or any use of the Asset by the Licensee or its employees or duly authorised sub-contractors (especially but not limited to IT and computer sub-contractors); and the Licensee hereby releases the Licensor to the fullest extent from any such liability, loss, damage or claim.

7. CONFIDENTIALITY

7.1 Neither Party may use, disclose or make available to any third party the other party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

7.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- b. was approved for release in writing by the other Party, not only to the extent of and subject to such conditions as may be imposed in such written authorisation.

7.3 This clause 7 will survive termination of this Agreement.

8. DISCLAIMERS & RELEASE

8.1 To the extent permitted by law, the Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

8.2 The Asset is provided by the Licensor on an "as is" basis.

8.3 The Licensor will not be held liable by the Licensee in any way for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

8.4 Notwithstanding anything contained in this Agreement, in no event shall the Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with the Licensee's computer programs.

8.5 The Licensor does not warrant that the Asset will function in any environment.

8.6 The Licensee acknowledges that:

- a. The Asset has not been prepared to meet any specific requirements of any party, including any requirements of the Licensee; and
- b. it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

8.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by the Licensor, including any implied warranty or merchantability or fitness for a particular purpose.

9. INDEMNITY

9.1 The Licensee must indemnify, defend and hold harmless the Licensor, its Executive Board Members, Assembly Members, Officers, employees, sub-contractors and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including legal fees) and damages (including indirect or consequential loss) resulting in any way from:

- a. The Licensee's and the Licensee's employees' (to include the Licensee's authorised IT and other sub-contractors) use or reliance on the Asset
- b. any breach of the terms of this Licence Agreement by the Licensee, any Licensee employee or any IT or other duly authorised sub-contractor acting on behalf of the Licensee; and
- c. any other act of the Licensee

9.2 This Clause 9 will survive termination of this Agreement.

10. WAIVER

10.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this Licence Agreement shall not operate or be construed as a waiver thereof.

11. GOVERNING LAW

11.1 This Agreement will be construed by and governed in accordance with the laws of England. The Parties submit to exclusive jurisdiction of the Courts of England.

12. TERMINATION

12.1 This Agreement and the Licence granted herein commences upon the Commencement Date (being the date upon which the Asset is down-loaded from the Licensor's web site www.shipsupply.org by the Licensee) and is granted for the Term, unless otherwise terminated by the Licensor in the event of any of the following:

- a. if the Licensee is in breach of any term of this Licence Agreement and has not corrected such breach to the Licensor's reasonable satisfaction within 7 days of the Licensor's notice of the same;
- b. If the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganisation or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of Clause 5 or 7 of this Agreement.

13. LICENCE FEE

13.1 In consideration for the Licence grant described in this Licence Agreement, the Licensee shall pay upon acceptance of the terms of this Licence Agreement by means of the dedicated on-line payment facility present at the relevant section of the ISSA web site at www.shipsupply.org, the Licence fee as stated in Item 9 of the Schedule.

13.2 The Licence fee and any other amounts payable by the Licensee to the Licensor under this Agreement are exclusive of any and all foreign and domestic taxes which if found to be applicable will be invoiced to the Licensee and paid by the Licensee within 30 days of such invoice.

14. ASSIGNMENT

14.1 The Licensee shall not assign any rights of this Licence Agreement.

15. NOTICES

15.1 All notices required under this Agreement shall be in writing and shall be deemed given:

- i. when delivered personally
- ii. five (5) days after mailing when sent by Registered Mail, return receipt requested and postage pre-paid; or
- iii. one (1) business day after dispatch, when sent via a commercial overnight courier, fees pre-paid.
- iv. All notices given by either Party must be sent to the address of the other as notified in this Licence Agreement by each Party

16. COUNTERPARTS

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

17. SEVERABILITY

17.1 The Parties recognise the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of the Agreement will be unaffected.

18. ENTIRE AGREEMENT

18.1 This Agreement contains the entire Agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed or otherwise altered in any respect except by a written agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement (including the attached Schedule) is considered signed by the Parties under the hands of their duly authorised representatives upon its down-load by the Licensee from the relevant section of the ISSA web site at www.shipsupply.org and made effective as of that date which shall be known as the Commencement Date.

19. SCHEDULE

- Item 1 The Licence Agreement, of which this Schedule forms a part, is considered dated on the date that it is agreed to and down-loaded from the ISSA web site (www.shipsupply.org) by the Licensee's duly authorised representative
- Item 2 Name and address of Licensor and Licensee:
- Licensor: International Shippers & Services Association (ISSA), The Baltic Exchange, 38 St Mary Axe, London EC3A 8BH, United Kingdom
- Licensee: See attached print-out of corporate information supplied via the relevant down-load section of the ISSA web site
- Item 3 Other Licence Terms – not applicable
- Item 4 Commencement Date is the date upon which the Licensee agrees to the terms of the Licence Agreement, pays the appropriate fee and down-loads the Asset from the ISSA web site (www.shipsupply.org)
- Item 5 Expiry date is the 3rd (Third) anniversary of the down-load of the Asset
- Item 6 The Asset consists of
- ! the full ISSA Ship Stores Catalogue (current edition) in csv file format containing a descriptor of each line item contained in the Catalogue
 - ! a further file containing a number of images connected to certain line items within the Catalogue and linked to the relevant csv file
- Item 7 The Asset is provided in csv Excel format for the descriptor line items and in jpg format for the accompanying images
- Item 8 The approved purpose of the Asset is for Licensee to manipulate the received data within their own back office computer-based purchasing system.
In addition the Asset may be used within the Licensee's fleet on-board computers
- Item 9 The Licence Fee covers the full 3 years of permitted use and is One Thousand Five Hundred Pounds Sterling (£1,500.00)

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