

**JEPPESEN NORWAY AS GENERAL TERMS AND CONDITIONS OF SALE FOR  
FLEET MANAGER SUBSCRIPTION, VOYAGE AND VESSEL OPTIMIZATION SOLUTION (VVOS)  
SUBSCRIPTION AND RELATED SERVICES**

Date: September 27, 2010

These General Terms and Conditions of Sale (General Terms and Conditions of Sale) apply to the Order to which they are attached for the services described therein.

The Fleet Manager and VVOS subscriptions are annual subscriptions that run for a period of 12 months and include a license to use the applicable software (in accordance with the terms of the then-current applicable software license agreement), and certain related services as identified in the Order. The Fleet Manager subscription is a web-based subscription and the VVOS subscription is provided on a per-vessel basis.

Customer may request additional related services as identified in the Order, which services may be provided in accordance with Jeppesen's then-current fee schedule and be subject to these General Terms and Conditions of Sale.

#### **1. Validity and Termination**

Upon the end of a subscription period, customer's subscription will be automatically renewed for additional periods of 12 months each unless customer gives Jeppesen a notice of termination no less than three (3) months prior to the expiry of the then-current subscription period. Notwithstanding the foregoing, the Fleet Manager and/or VVOS subscriptions and other related services will terminate automatically if customer fails to comply with any term of these General Terms and Conditions of Sale. No refund will be made in the case of termination of a subscription during any subscription period or termination of other related services.

#### **2. Technical Support**

Technical support is provided by fax, telephone or e-mail by Jeppesen from Jeppesen's place of business: **tel.: +1 866.845.8605 or +44.1293.842.451, e-mail: support.route@jeppesen.com**, or such other contact information as may be provided by Jeppesen from time to time.

#### **3. Price, Invoice and Payment**

3.1. Customer agrees to pay Jeppesen monthly in advance in the stated currency the prices set forth in the Order, which prices may be modified by Jeppesen on an annual basis. All prices are net of withholding or other similar taxes to which such payments may be subject and are exclusive of value added or similar taxes and shipping and handling charges, if any.

3.2. Invoices and/or renewal notices are payable within 30 days from their date. Customer will be liable for all costs incurred by Jeppesen for collection of any outstanding amounts due, including without limitation attorneys' fees and court costs.

3.3. The acceptance by Jeppesen of late invoice payments will not constitute waiver of default in payment or of any other default. Jeppesen will have the right to setoff any credits, overpayments or other forms of security or deposits against any amounts owing by customer to Jeppesen and to charge interest in the amount of one and one-half percent (1.5%) per month or the maximum amount permitted by law

for any invoices in default. Jeppesen further reserves the right in the event of non-payment by customer to terminate customer's subscription and/or delay delivery of any updated information until such time as payment is received by Jeppesen.

#### **4. Disclaimer**

The Fleet Manager and VVOS subscriptions and all additional related services are provided "AS IS" without warranty of any kind. JEPPESEN MAKES NO EXPRESS OR IMPLIED WARRANTY, AND DISCLAIMS ANY LIABILITY FOR THE FLEET MANAGER AND VVOS SUBSCRIPTIONS AND ADDITIONAL RELATED SERVICES PROVIDED HEREUNDER AND ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, YOU WILL INFORM JEPPESEN IN DUE TIME IF ANY PROVISION MAY BE OVERRULED BY ANY APPLICABLE MANDATORY RULES.

#### **5. Force Majeure**

Jeppesen will not be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riots, terrorist acts, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labor unrest, interruptions in the delivery of required services, failure of communications services, or shortage or failure of other critical materials or services for the duration of any such circumstances or cause.

#### **6. Governing Law and Legal Venue**

6.1. These General Terms and Conditions of Sale will be governed and construed in accordance with the laws of Norway, without recourse to choice of law statutes or principles that would otherwise result in the application of the law of any other jurisdiction to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these General Terms and Conditions of Sale.

6.2. Any dispute, controversy or claim arising out of or relating to General Terms and Conditions of Sale or breach thereof, will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration will be Oslo, Norway. The language of arbitration will be English. This arbitration clause will not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.