

SCHEDULE B

GENERAL TERMS AND CONDITIONS

1. Service Agreements. This Schedule B, General Terms and Conditions (“General Terms and Conditions”), contains the general terms and conditions governing the relationship between the parties as part of any related Service Agreement.

2. Term. The term of each Service Agreement shall begin as of the Effective Date of such Service Agreement and continue for the term specified on such Service Agreement. The term of each Service Agreement shall automatically extend for the Renewal Term specified on such Service Agreement, unless such Service Agreement is terminated by either party by written notice of termination at least thirty (30) days prior to the expiration of such term then in effect, or until otherwise terminated pursuant to the provisions of such Service Agreement or these General Terms and Conditions.

3. Services. During the term of each Service Agreement, Company shall provide Customer the Services described on such Service Agreement. The Services shall be provided by Company in accordance with the timeline, if any, set forth on such Service Agreement. Customer shall satisfy all of Customer’s obligations, if any, set forth on such Service Agreement.

Except as otherwise provided on a Service Agreement, Customer shall be responsible for providing the hardware, software and materials and for providing Company with the information and access to Customer’s Vessel as are necessary for Company to render the Services. Except as otherwise provided on a Service Agreement, Customer shall be responsible for the application, operation, maintenance and support of its systems, hardware and software and all components thereof including, but not limited to, the implementation of appropriate procedures, training and safeguards and routine backups.

Except as otherwise provided on a Service Agreement, to the extent that Company or any third party manufacturer specifies any preventative maintenance with respect to the Services, Customer shall be responsible for such maintenance.

From time to time, Customer may request that Company provides additional or amended Services not covered by an existing Service Agreement, and the parties hereto may, but are not required to, agree to a change order for Services either by amending an existing Service Agreement or by entering into a new Service Agreement. Such change order, if executed, will specify the Services to be provided by Company and terms for such Services, including, but not limited to, price terms.

4. Compensation. Customer shall compensate Company for the Services in accordance with the terms and payment schedule set forth on each Service Agreement. Customer shall make payments to Company in accordance with such payment schedule and within thirty (30) days after receipt of an accurate invoice from Company showing the value of the Services completed. Such invoice shall also itemize any reimbursable expenses. Customer shall also pay any sales, use, value-added, or other tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services. Late payments shall accrue interest at the rate of one percent (1.0%) per month, or the maximum rate allowed by applicable law, whichever is lower.

Except as expressly set forth on a Service Agreement, Company shall be responsible for all expenses incurred by Company under such Service Agreement. To the extent that the reimbursement of any travel-related expenses is authorized on a Service Agreement, Customer shall reimburse Company for all reasonable expenses incurred by Company for travel, lodging and sustenance when Company is required to perform Services at locations other than Company’s offices.

5. Installation. To the extent that any products or materials are to be installed by Company, Company shall install such products or materials as specified on a Service Agreement. Installation dates are estimates only. Customer shall be responsible for preparation and maintenance of the site for such installation, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.

6. Warranties. COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT. EXCEPT AS EXPRESSLY STATED IN ANY SERVICE AGREEMENT OR THESE GENERAL TERMS AND CONDITIONS, COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

Company hereby warrants that any products or materials to be installed by Company under any Service Agreement shall be performed or installed by Company in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of such Service Agreement.

7. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO ANY SERVICE AGREEMENT OR THESE GENERAL TERMS AND CONDITIONS EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. COMPANY’S LIABILITY TO CUSTOMER UNDER ANY SERVICE AGREEMENT AND THESE GENERAL TERMS AND CONDITIONS SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY PURSUANT TO SUCH SERVICE AGREEMENT FOR THE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS.

8. Termination. The parties hereto may terminate any Service Agreement, and their respective obligations under such Service Agreement, as follows: (1) by mutual, written consent of the parties hereto; (2) by Company, if Customer fails to pay to Company any payments under any Service Agreement when due, as contemplated by such Service Agreement; (3) by any party hereto upon (30) days written notice if the other party hereto materially breaches any term of any Service Agreement or these General Terms and Conditions or otherwise fails to satisfy any promise or covenant made herein or in any Service Agreement, and further provided that such party shall fail to cure said breach or failure within such period; (4) by Company or Customer, with or without cause, upon (90) days’ written notice of intent to terminate to the other Party.

9. Notices. All notices, demands and communications required or permitted in connection with each Service Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the party hereto at the address set forth in the first paragraph of

such Service Agreement (or such other address for a party as shall hereafter be specified by like notice). Either party hereto may from time to time change its notification address by giving the other party hereto prior written notice of the new address and the effective date thereof.

10. Relationship of the Parties. Neither any Service Agreement nor these General Terms and Conditions shall create, nor shall be represented by either party hereto to create, a partnership, joint venture, employer- employee, master-servant, principal-agent, or other relationship whatsoever between the parties hereto.

11. Successors and Assigns. Each Service Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

12. Force Majeure. Neither party hereto shall be deemed in default of any Service Agreement or these General Terms and Conditions to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (each, a "Force Majeure Event").

13. Modification or Waiver. The parties hereto may, by mutual agreement, amend any provision of any Service Agreement or these General Terms and Conditions, and any party hereto may grant consent or waive any right to which it is entitled under any Service Agreement or these General Terms and Conditions or any condition to its obligations under any Service Agreement or these General Terms and Conditions, provided that each such amendment, consent or waiver shall be in writing.

14. Governing Law. Each Service Agreement and these General Terms and Conditions shall be governed by and construed in accordance with the Common Law. The parties hereto consent to submit to the jurisdiction of the Courts of London (UK) for any actions, suits or proceedings arising out of or relating to each any Service Agreement or these General Terms and Conditions.

15. Severability. In the event that any provision of any Service Agreement or these General Terms and Conditions, or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make such Service Agreement or these General Terms and Conditions as modified legal and enforceable to the fullest extent permitted under applicable laws.

16. Entire Agreement. These General Terms and Conditions and each Service Agreement and other attachments thereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter.

SCHEDULE C

Legal Notice

This legal notice (these “**Terms**”) includes details of how OCEAN REMOTE SUPPORT SRL, Via Einaudi n° 114/B, 61032 Fano (PU) – Italy - (VAT number 02586480416) (“**ORS**”) will use personal and other data which ORS may access during the course of providing services (being technical support services) (the “**Services**”) to you, as well as other related points. These Terms apply in addition to any other terms and conditions which may apply regarding the Services. If there is any conflict between such other terms and conditions and these Terms, these Terms shall prevail.

During the course of requesting or receiving the Services, you may provide ORS with personal data. ORS shall use this personal data only for the purpose of providing the Services and shall hold such personal data in accordance with ORS’s Privacy Policy, available at <http://www.ocean-rs.it>. PLEASE READ THIS POLICY CAREFULLY – it deals with your rights and ORS’s obligations in relation to any personal data provided to ORS in connection with the provision to you of the Services. By accepting the Services, you hereby agree to ORS’s Privacy Policy.

During the course of delivering the Services, ORS may gain access to personal and other data (potentially to include sensitive personal data) held on your mobile phone or PC by means either of remote access or by way of you entering a keystroke on your device (or by some other means of which you will be notified). By accepting the Services, you agree that ORS may view any such data (including potentially sensitive personal data and personal material) while carrying out the Services. Data to which access is gained in this way will not be used by ORS for any purposes other than providing the Services. Notwithstanding the foregoing, ORS will co-operate with law enforcement and other relevant authorities with respect to any investigation or violation of network security or laws and reserves the right to disclose any information (including personal data) derived from you as required by law.

You agree that, in the course of providing the Services, ORS (through its technical support staff), may temporarily take over control of your ORS product, via remote control of your keyboard and or any device(s). You also agree that the technical support staff may, if necessary or appropriate, check your ORS product’s specifications, including memory capacity and system setting information.

You agree that, in the course of providing the Services, ORS (through its technical support staff) may record, via screen capture, video recording or other means, all activities forming part of the Services. In addition, ORS may install firmware developed by or on behalf of ORS in order to solve technical problems, and such installation may delete your personal settings.

You are responsible for backing up your own system and content and you must ensure that all of your content is backed up prior to the commencement of provision of the Services. In no event shall ORS be liable to you for any loss of data, information or content, however caused, and whether or not ORS was advised or aware of the possibility of the same and whether such losses or damages arise in contract, tort (including negligence) or otherwise.

Nothing in these Terms shall exclude or limit ORS’s liability for death or personal injury caused by its negligence, or for fraud including fraudulent misrepresentation, or for any other liability which may not be limited or excluded by law.

These Terms shall be governed by and construed in accordance with English law and the courts of UK shall have exclusive jurisdiction to settle and resolve any dispute which may arise in connection with the validity, effect, interpretation and/or performance of these Terms or otherwise arising in connection with these Terms or the Services.

SCHEDULE D

PRIVACY POLICY

Information about your use of the Services

In addition to the information you provide, we may collect information about your use of our Services through software on your device and other means. For example, we may collect:

- **Device information** such as your hardware model, IMEI number and other unique device identifiers, MAC address, IP address, operating system version, and settings of the device you use to access the Services.
- **Log information** such as the time and duration of your use of the Service, search query terms you enter through the Services, and any information stored in [cookies](#) that we have set on your device.
- **Location information** such as your device's GPS signal or information about nearby WiFi access points and cell towers that may be transmitted to us, with your consent, when you use certain Services.
- **Voice information** such as recordings of your voice that we make (and may store on our servers) when you use voice commands to control a Service. (Note that we work with a third-party service provider that provides speech-to-text conversion services on our behalf. This provider may receive and store certain voice commands.)
- **Other information** about your use of the Services, such as the apps you use, the websites you visit, and how you interact with content offered through a Service.

Information from third-party sources

We may receive information about you from publicly and commercially available sources (as permitted by law), which we may combine with other information we receive from or about you. We also may receive information about you from third-party social networking services when you choose to connect with those services.

Other Information We Collect

We also may collect other information about you, your device, or your use of the services in ways that we describe to you at the point of collection or otherwise with your consent.

You can choose not to provide us with certain types of information (e.g., information we request during Ocean Remote Support Account registration), but doing so may affect your ability to use some Services.

We may use information we collect for the following purposes:

- to register you or your device for a Service;
- to provide a Service or feature you request, including to enable us to fulfil our obligations under any contract with you;
- to provide customised content and make recommendations based on your past activities on our Services;
- for advertising, such as providing customised advertisements and sponsored content (including through our advertising service) and sending you promotional communications;
- for assessment and analysis of our market, customers, products, and services (including asking you for your opinions on our products and services and carrying out customer surveys);
- to understand the way people use our Services so that we can improve them and develop new products and services;
- to provide maintenance services for your device;
- for the prevention or detection of fraud or crime;
- for business monitoring and internal record keeping;
- to comply with our legal obligations;
- to conduct free prize draws, prize competitions or promotions, as permitted by law; and
- otherwise with your consent.

We may combine information we collect from you and use it for purposes consistent with this Privacy Policy, subject to your additional consent. After you have consented to such information combination, you will be given the opportunity to disable such combination either through the settings menus of certain applicable devices or by visiting your Ocean Remote Support account.

Direct marketing

We may use information about you which we hold in order to provide you with information about products or services, promotions, special offers and other information which relates to our products or services or which we believe may be of interest to you.

When you provide us with information about yourself, you will usually be given the option to let us know that you do not want that information to be used for direct marketing purposes whether by ourselves or by any third party (including our commercial partners). We will only use that information for the purpose of direct marketing in accordance with your preferences (or where we are otherwise permitted to do so by law).

Where your consent is required, we will usually ask for it by asking to you tick an "opt-in" box on the pages of our website where we ask for information about you. The "opt-in" box may or may not be split between different classes of information or different means of marketing.

By 'preferences' we mean whether or not you have "opted in" and as such whether we can or cannot send direct marketing to you.

We may send you such information by:

- email;
- telephone (including automated calls which means a call which delivers a pre-recorded message with marketing content to your telephone);
- SMS text message and/or any other form of electronic messages (including MMS; picture messages; video messages; instant messages; and next generation messages);
- post;
- fax;
- smartphone applications;
- social networking websites;
- Web 2.0;
- any mobile telephone media content not referred to elsewhere in this list;
- or any other method which becomes relevant from time to time.

You can change your mind about your preferences (as defined above) in respect of direct marketing by contacting our Data Protection Officer at info@ocean-rs.it. You can do this at any time. In addition, if you receive direct marketing from us by email or by SMS message, you will be reminded in the email or SMS message that you are free to request a change to your preferences. If you do change your mind about your preferences, we would not remove your Personal Data from our data base(s) but we would note your changed preferences and would cease using your information for the purpose of direct marketing as soon as reasonably possible.

We will not disclose your information to third parties for their own independent marketing or business purposes without your consent. However, we may disclose your information to the following entities:

- **Affiliates** Your information may be shared among Ocean Remote Support Affiliates.
- **Business Partners** We also may share your information with trusted business partners, including wireless carriers. These entities may use your information to provide you with services you request (e.g., video content provided by Netflix through Smart TV), make predictions about your interests and may provide you with promotional materials, advertisements and other materials.
- **Service providers** We also may disclose your information to companies that provide services for or on behalf of us, such as companies that help us with billing or that send emails on our behalf. These entities are limited in their ability to use your information for purposes other than providing services for us.
- **Other Parties When Required by Law or as Necessary to Protect Our Services.** There may be instances when we disclose your information to other parties:
 - to comply with the law or respond to compulsory legal process (such as a search warrant or other court order);
 - to verify or enforce compliance with the policies governing our Services; and
 - to protect the rights, property, or safety of Ocean Remote Support, or any of our respective affiliates, business partners, or customers.

- **Other Parties in Connection With Corporate Transactions.** We may disclose your information to a third party as part of a merger or transfer, or in the event of a bankruptcy.
- **Other Parties With Your Consent or At Your Direction.** In addition to the disclosures described in this Privacy Policy, we may share information about you with third parties when you consent to or request such sharing.

We have put in place reasonable physical and technical measures to safeguard the information we collect in connection with the Services. However, please note that although we take reasonable steps to protect your information, no website, Internet transmission, computer system or wireless connection is completely secure.

International Transfer of Data

The data that we collect from you may be transferred to, stored at or otherwise processed in a destination outside the European Economic Area ("EEA").

By using or participating in any Service and/or providing us with your information, you consent to the collection, transfer, storage and processing of your information outside of the EEA. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy

Accessing Your Information

Under UK data protection law you have the right to request details of Personal Data which we hold about you. We will comply with your request promptly and by no later than 40 days from receipt of any such request. We may charge a reasonable fee for dealing with your request which we will notify to you. If you would like to make any such request please write to our Data Privacy Officer at Ocean Remote Support at info@ocean-rs.it.

Please help us to ensure that the information about you that we hold is accurate and up to date. If you think that any information we have about you is incorrect or incomplete, please write to our Data Privacy Officer in the manner set out above. We will correct or update any information about you as soon as reasonably possible.

Data Retention

We take reasonable steps to ensure that we retain information about you only for so long as is necessary for the purpose for which it was collected, or as required under any contract or by applicable law.

Third-Party Links and Products on Our Services

Our Services may link to third-party websites and services that are outside our control. We are not responsible for the security or privacy of any information collected by websites or other services. You should exercise caution, and review the privacy statements applicable to the third-party websites and services you use.

We also may make available to you certain products or services (e.g., apps available through Ocean Remote Support Apps) developed by third parties. Ocean Remote Support is not responsible for these third-party products or services.

Third Parties that Provide Content, Advertising or Functionality on Our Services

Some of the content, advertising, and functionality on our Services may be provided by third parties that are not affiliated with us. For example:

- Third parties develop apps that we make available through the Ocean Remote Support App Store;
- Certain third parties may serve advertising or keep track of which advertisements users see, how often they see those advertisements, and what users do in response to them; and
- We enable you to share certain materials on the Services with others through social networking services such as Facebook, Twitter, Google +, and LinkedIn.

These third-parties may collect or receive certain information about your use of the Services, including through the use of cookies, beacons, and similar technologies, and this information may be collected over time and combined with information collected across different websites and online services. Some of these companies participate in industry-

developed programs designed to provide consumers choices about whether to receive targeted advertising. Please visit the websites operated by the Network Advertising Initiative <http://networkadvertising.org> and Digital Advertising Alliance <http://www.daa.sg/> to learn more.

If you connect with a social networking service, we may receive and store authentication information from that service to enable you to log in, as well as other information that you allow us to receive when you connect with these services.

Also, please note that if you choose to connect with a social networking service on a device used by people in addition to you, those other users may be able to see information stored or displayed in connection with your account on the social networking service(s) with which you connect.

We, as well as certain third parties that provide content, advertising, or other functionality on our Services, may use cookies, beacons, and other technologies in certain areas of our Services.

Cookies

Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices, and/or browsing sessions. Cookies serve many useful purposes.

We use the following types of cookies on our website:

- **Essential cookies**, which enable you to order products and receive services from our website;
- **Performance cookies**, which enable us to analyse the performance and design of our website and detect errors. For example, this type of cookie allows us to recognise that you have visited our website before, and show which sections of our website are most popular by allowing us to see which pages visitors access most frequently and how much time visitors spend on each page. We may use Google Analytics or similar analytics cookies to achieve this;
- **Functional cookies**, which allow us to deliver a better user experience. For example, this type of cookie ensures that the information displayed on your next visit to our website will match up with your user preferences, or tells us the domain name of another website from which you linked to our website; and
- **Advertising cookies**, which enable us and our carefully selected retail partners to deliver advertisements to you which match your interests by, for example, collecting information about products you have browsed or ordered on our website. We may use Google remarketing tags to allow our retail partners to advertise products which you have browsed on our website. For further information about how Google remarketing tags work, please click here:- <http://www.google.co.uk/think/products/new-remarketing-tag.html>

Our website may also display content from a third party website or service, which may result in cookies from third parties being stored on your hard drive or browser. We do not control the storage of these cookies and you should refer to the privacy policies of the relevant third party for more information.

When you use a web browser to access the Services, you can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences. The operating system of your device may contain additional controls for cookies.

Please note, however, that some Services may be designed to work using cookies and that disabling cookies may affect your ability to use those Services, or certain parts of them.

Other Local Storage

We, along with certain third parties, may use other kinds of local storage technologies, such as Local Shared Objects (also referred to as “Flash cookies”) and HTML5 local storage, in connection with our Services. These technologies are similar to the cookies discussed above in that they are stored on your device and can be used to store certain information about your activities and preferences. However, these technologies may make use of different parts of your device from standard cookies, and so you might not be able to control them using standard browser tools and settings.

Beacons

We, along with certain third parties, also may use technologies called beacons (or “pixels”) that communicate information from your device to a server. Beacons can be embedded in online content, videos, and emails, and can allow a server to read certain types of information from your device, know when you have viewed particular content or a particular email message, determine the time and date on which you viewed the beacon, and the IP address of your device. We and certain third parties use beacons for a variety of purposes, including to analyse the use of our Services and (in conjunction with cookies) to provide content and ads that are more relevant to you.

By accessing and using our Services, you consent to the storage of cookies, other local storage technologies, beacons and other information on your devices. You also consent to the access of such cookies, local storage technologies, beacons and information by us and by the third parties mentioned above.

You can make choices about whether to receive promotional communications from us by following the unsubscribe instructions included in the communication. And by adjusting the privacy setting on the relevant device or updating your user or account profile, you can make a variety of choices about how your information is used.

Our Services make use of social network plugins (“Plugins”). When you use a Service that contains Plugins, information may be directly transferred from your device to the operator of the social network. We have no influence on the data gathered by the Plugin. If you are logged into the social network, your use of our Service can be referenced to your social network account. If you interact with the Plugins, for example by clicking “Like”, “Follow” or “Share”, or enter a comment, the information may automatically show in your social network profile. Even if you are not logged into your social network account, it may be possible that the Plugins transmit your IP address to the social network operators. Please consider this when using our Services.

For information about the social network operators of the Plugins used in our Services (“Operators”) please see below:

- **Operators of Plugins used in our Services** If you are a member of one or more of the following social networks and do not want the Operator to connect the data concerning your use of our Services with your member data already stored by the Operator, please log off the social network before using our Services.
- **Facebook** Data controller: Facebook Ireland Limited, Hanover Reach, 5-7 Hanover Quay, 2 Dublin, Ireland (“Facebook”). For further information you may visit Facebook’s privacy policy website at <https://www.facebook.com/about/privacy/>.
- **Google+** Data controller: Google Inc., Amphitheatre Parkway, Mountain View, CA 94043, USA (“Google”). For further information you may visit Google’s privacy policy website at <http://www.google.de/intl/de/policies/terms/regional.html>.
- **LinkedIn** Data controller: LinkedIn Ireland, Gardner House, Wilton Place, Wilton Plaza, Dublin 2, Ireland (“LinkedIn”). For further information you may visit LinkedIn’s privacy policy website at http://www.linkedin.com/legal/privacy-policy?trk=hb_ft_priv.

Twitter Data controller: Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, USA (“Twitter”). For further information you may visit Twitter’s privacy policy website at <https://twitter.com/privacy>.