

END USER LICENSE AGREEMENT

End user license agreement

This end user license agreement ("EULA") constitutes an agreement between You and

- a) Everllence SE, Stadtbachstraße 1, 86153 Augsburg, Germany, company registration number HRB22056 if you have a four (4) stroke engine and/or turbomachinery (including gas/steam turbines, compressors and other rotating process equipment) and/or any auxiliary equipment hereto (whether as such or installed on a vessel or plant) manufactured by, or under license from, Everllence SE or one of its group companies, which includes incorporated and/or standalone software or
- b) Everllence Denmark A/S, Teglholmegade 41, 2450 Copenhagen SV, Denmark company registration number 46771451 if you have a two (2) stroke engine and/or a four (4) stroke small bore engine and/or any auxiliary equipment hereto (whether as such or installed on a vessel or plant) manufactured by, or under license from, Everllence Denmark A/S or one of its group companies, which includes incorporated and/or standalone software

as the case may be ("Everllence").

"Engine" shall for the purpose of this EULA mean an engine and/or turbomachinery (including gas/steam turbines, compressors and other rotating process equipment) and/or any auxiliary equipment hereto (whether as such or installed on a vessel or plant) manufactured by, or under license from, Everllence or one of its group companies, which includes incorporated and/or standalone software.

"You" or "Your" shall for the purpose of this EULA mean: (i) prior to Handover, the person or legal entity that has acquired a license to manufacture an Engine ("Manufacturer"); and (ii) following Handover, the person or legal entity that has acquired an Engine ("Engine Owner"). For purposes of this definition, "Handover" means the first commercial startup of the Engine following delivery of the vessel or plant from the yard.

Everllence is pleased to have you with us. If you do not accept the terms of this EULA after careful review, then please note, that you must refrain from using the Engine. By installing, using, or accessing the Engine, you are respectfully agreeing to comply with all the terms and conditions of this EULA.

1 Scope

- 1.1 Unless You have been expressly informed otherwise by Everllence or one of its distributors in writing, this EULA regulates Your rights to use (1) the software supplied by Everllence incorporated in the Engine (the "Firmware") and (2) any separate software supplied by Everllence for use with the Engine ("Applications"). To the extent that your order includes any Applications, this will appear from the order acknowledgement.
- 1.2 The EULA also regulates Your rights to use any additional Firmware and Applications, including but not limited to updates, upgrades, and features, which may be supplied by Everllence to You for use in or with the Engine from time to time, unless You are expressly informed otherwise by Everllence or its distributors in writing. This applies, whether such additional Firmware or Applications have been purchased by You or supplied to You free of charge. From the time such additional Firmware or Applications are delivered to You, they shall for the purpose of this EULA be considered part of the Firmware or Applications.
- 1.3 The Firmware and Applications (collectively the "Software") may consist of:
 - a) Software developed by or for Everllence ("Proprietary Software")
 - b) Third party software, which is not open source software, licensed to Everllence with the right to sublicense ("Licensed Software"); and

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- c) Software which is licensed by Everllence under an open source license ("Open Source Software").

2 Intellectual property rights

- 2.1 Everllence is either the owner or the licensor of all Intellectual Property Rights, as well as all developments hereof, including such developments as may happen through Your access to and use of the Software.
- 2.2 For the purpose of this EULA, "Intellectual Property Rights" shall mean all recognized protectable intellectual property, such as copyrights, patents, utility models, trademarks, industrial design rights, database rights, and applications for any of the foregoing, as well as any trade names, trade secrets, know-how and any and all other intangible protectable proprietary information.
- 2.3 Everllence warrants that the Software to the best of its knowledge do not infringe upon any third party's rights.

3 Proprietary Software and Licensed Software license

- 3.1 Everllence grants You a non-exclusive limited license to use the Proprietary Software and the Licensed Software in connection with the Engine on the terms and conditions set out in this EULA (the "License").
- 3.2 The License gives You right to use the Firmware, as incorporated in the Engine, in connection with use of the Engine.
- 3.3 For each Application that is supplied to You, the License gives You right to install the Application on Your computers connected to the Engine, and only for the purpose of using the Application in connection with the Engine.
- 3.4 The Software may contain Licensed Software which is subject to third party license terms in addition to this EULA. In this case, Everllence or the distributor will inform you hereof and provide you with a copy of such license terms. You are obligated to review and comply with such third party license terms for Licensed Software in the Software, and Everllence does not have any liability for Your failure to do so. You shall indemnify and hold Everllence harmless from any and all claims from third parties relating to Your failure to comply with the license terms for Licensed Software.
- 3.5 To the extent that any additional Firmware that You may acquire from Everllence requires that You download such Firmware to a computer before installation on the Engine, the License shall also grant You right to make such downloads, provided that You delete any and all such downloaded files from the computer following completion of the installation on the Engine.
- 3.6 You are NOT permitted to
 - a) decompile, decipher, disassemble, reverse engineer or otherwise attempt to access software code, whether source code or machine code, of the Proprietary Software or the Licensed Software, except as expressly permitted by applicable law notwithstanding this limitation;
 - b) circumvent any technical limitations in the Proprietary Software or the Licensed Software that limit or restrict access to or use of the Proprietary Software or the Licensed Software, except as expressly permitted by applicable law notwithstanding this limitation;
 - c) distribute, publish, rent, lease, lend or otherwise provide the Proprietary Software or the Licensed Software to any third party except as expressly permitted by applicable law notwithstanding this limitation;
 - d) modify or create derivative works of the Proprietary Software or the Licensed Software, in whole or in part;

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- e) remove any proprietary notices or labels on the Proprietary Software or the Licensed Software, or any copy thereof; or
- f) make any use of Proprietary Software or the Licensed Software in any manner not expressly permitted by this EULA.

3.7 You are permitted to make and use a reasonable number of copies of the accompanying manual(s) and other documentation provided with the Software, whether in writing or electronically; provided that You reproduce all copyright and other proprietary notices that are on the original copies.

3.8 The License does not include any right to receive additional Firmware or Applications, cf. Section 1.2. If and to the extent Everllence develops any additional Firmware or Applications, for examples updates or new versions of the Software, such Firmware or Applications will be made available to You against written agreement and separate payment.

4 Open source licenses

4.1 The Software contains different open source elements, subject to different third party open source license terms. For a specific piece of Software, You can find a list of the open source elements and the open source licenses that they are subject to in the documentation that is delivered to You together with the Software.

4.2 You are the direct licensee with respect to the open source elements. By installing, using or accessing the Software, You accept the open source license terms for using the different open source elements in the Software. You are obligated to review and comply with the license terms for the open source elements in the Software, and Everllence does not have any liability for Your failure to do so. You shall indemnify and hold Everllence harmless from any and all claims from third parties relating to Your failure to comply with the license terms for Licensed Software.

5 Technical requirements

5.1 In order for the Software to work properly, Your system shall at least comply with the minimum system requirements outlined in the documentation provided with the Software.

Any use of the Software (1) on a system that does not at least comply with the minimum system requirements outlined in the documentation provided with the Software or (2) in combination with other products, materials, equipment, parts or apparatus not approved by Everllence or (3) without regular internet access (i.e. at least every 10 (ten) days) may entail that the Software will not function properly.

5.2 The Software may only be installed in systems with configurations fulfilling the requirements set out in the documentation provided with the Software.

5.3 Upon Your request Everllence will provide technical support for installation and training in use of the Software against separate agreement and payment.

6 Defects

6.1 Everllence does not provide any warranty with respect to the functionality or performance of the Software, and does not have any liability for errors or defects in the Software, except as set out in Section 6.2, below.

6.2 The Software is provided "as is", and You acknowledge that complex software is never wholly free from errors, defects or bugs. Everllence shall have no liability with respect to such errors, defects or bugs in the Software or any obligation to correct them, unless such error, defect or bug materially affect the performance of the Software, in which case Your sole remedy shall be to require Everllence to correct the error, defect or bug in the Software.

6.3 Known defects and deficiencies stated in the documentation that you receive together with the Software shall in no event be considered defects that Everllence has any liability for or obligation to correct pursuant

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to Section 6.2.

7 Compliance

7.1 Notwithstanding the rights that You are granted in this EULA, it is Your responsibility and obligation to ensure that Your use of the Software at all time is in compliance with all applicable laws, rules and regulations. For the sake of clarity, Your responsibility and obligation pursuant to this Section 7.1 does not entail an obligation to ensure that Your use of the Software in accordance with this EULA does not infringe any third party's Intellectual Property Rights, cf. the definition hereof in Section 2.2. The parties' obligations and responsibilities with respect to infringements of third parties' Intellectual Property Rights are regulated below in Section 10.

7.2 You are obligated to indemnify Everllence against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Everllence arising out of or in connection with a breach of Section 7.1.

8 Term and termination

8.1 This EULA enters into force in respect of Your use of the Software upon Your receipt of the Software and shall remain in full force and effect until terminated in accordance with this Section 8.

8.2 In case of Your material breach of Your obligations, and provided that You do not remedy such breach within thirty (30) days after having been notified of the breach by Everllence in writing, Everllence is entitled to terminate this EULA immediately by written notice with respect to any Applications that are installed outside of the vessel in which the Engine is installed.

9 No warranties

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, EVERLLENCE DOES NOT MAKE ANY REPRESENTATION AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ESPECIALLY EVERLLENCE DOES NOT PROVIDE ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE'S FITNESS FOR A PARTICULAR PURPOSE.

10 Third party rights

10.1 Should You receive notice of any claims in respect of the Software alleging infringement of Intellectual Property Rights or other proprietary rights, You shall promptly notify Everllence in writing following receipt of such notice and provide Everllence with all information in Your possession relevant to such claim.

10.2 Everllence has the right, but not an obligation, to take over the handling of a claim as set out in Section 10.1. If Everllence decides to take of the handling of the claim, Everllence shall have sole control over the defence of the claim and any negotiation for its settlement.

10.3 Everllence's liability for any loss that You may suffer as a consequence of a third party claim as set out in Section 10.1, shall be determined pursuant to Swiss law and in all events be subject to Section 12 (Liability). Notwithstanding anything to the contrary, Everllence shall in no event be liable if (1) You have not notified Everllence in accordance with Section 10.1, (2) if You have entered into a settlement in respect of a claim, without Everllence's prior written consent or (3) otherwise have taken action that has impaired the defence of the claim.

10.4 If Your use of the Software is enjoined by reason of a third party claim, Everllence has the right at its expense to attempt to remedy the consequences of such claim, including without limitation, at its own election, by

a) substituting an allegedly infringing item or process with a non-infringing item or process of at least the

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same functionality;

- b) modifying the allegedly infringing item or process so that it no longer infringes but remains at least functionally equivalent; or
- c) obtaining for You the right to continue using such allegedly infringing item or process.

Nothing herein constitutes a guarantee that such efforts by Everllence shall succeed in avoiding infringement or replacing the infringing item or process with an item or process of comparable functionality or effectiveness.

If Everllence reasonably believes that an injunction may be granted against use of the Software, or parts hereof, Everllence may at its option and expense take any of the foregoing actions.

- 10.5 Everllence assumes no liability with respect to claims for infringement of Intellectual Property Rights or improper use of other proprietary rights to the extent that such claims arise, in whole or in part, from (1) modifications of the Software or parts hereof made without Everllence's written consent, (2) the combination of the Software, or any part hereof, with other products, materials, equipment, parts or apparatus not approved by Everllence, (3) any modifications to the Software, or any part hereof, made by Everllence to accommodate any requirements of You, (4) Your use of the Software, or any part hereof, in other ways than permitted pursuant to this EULA, or (5) Your failure to promptly install or use an update or replacement required by Everllence. This shall not prevent Everllence from claiming damages from You for losses suffered as a consequence hereof.

11 Changes to the EULA

Everllence reserves the right to amend or update this EULA from time to time. Everllence will do its utmost to notify You in writing of any material amendments to the EULA at least thirty (30) days before such amendments enter into force. The current version of the EULA in force can always be found on Everllence's website <https://www.everllence.com/documentation/eula>. On this basis, we encourage You to visit Everllence's website on a regular basis to monitor for any amendments to the EULA.

12 Limitation of liability

- 12.1 Except as set out in Section 12.3, Everllence's aggregated liability towards You with respect to Your use of the Software is limited to an aggregated amount of Euro 50,000.
- 12.2 Except as set out in Section 12.3, Everllence shall in no event be liable for any procurement of substitute goods or services; loss of use, data, or profits; or business interruption, loss of contract, claims arising out of contracts of You with third parties, punitive damages, loss of revenue and anticipated savings, , depletion of goodwill and/or loss of or default under any business contracts regardless whether all or any of the aforementioned are qualified as direct or indirect liability and Seller shall not be liable for any indirect and/or consequential loss, cost and/or damages arising out of or in connection with the EULA and whether based in contract, tort law or otherwise and/or arising in any way out of the use of the Software, even if advised of the possibility of such damage.
- 12.3 Nothing in this EULA shall exclude or limit Everllence's liability: (a) for death or personal injury caused by its negligence; (b) for fraudulent acts or omissions, gross negligence or wilful misconduct; or (c) to the extent applicable law precludes or prohibits any exclusion or limitation of liability.

13 Data

Data

- 13.1 The Engine and Software may generate Data as a result of Your use. For purposes of this clause 13, "Data"

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means data generated or recorded by the Engine or Software as a result of Your use, such as operational data and diagnostic data. Data generation capabilities are further specified in the project guides available at Everllence's website: <https://www.everllence.com/marine/products/planning-tools-and-downloads/project-guides> as well as in the general product specifications delivered pre-contract, which can be found here <https://www.everllence.com/compliance/euda/product-specification> (together, the "Product Specifications").

- 13.2 Notwithstanding anything to the contrary in clause 0, Everllence may, in good faith, unilaterally change the specifications of the Data or the access arrangements stated in the Product Specifications, if this is objectively justified by the general conduct of business of Everllence – for example by a technical modification due to a security vulnerability in the line of the products or services or a change in Everllence's infrastructure. Everllence will in this case give notice of the change to You within reasonable time before the change takes effect. Where the change may substantially adversely affect Your Data access and use, Everllence will give notice to You at least thirty (30) days before the change takes effect. A shorter notice period may suffice where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has recently been detected.
- 13.3 In order for Everllence to provide such notices pursuant to clause 13.2 You must register and maintain current contact information at Everllence's central database in the CEON Cloud.
- a) You can register and update contact information in the CEON Cloud by using the following functional E-Mail Addresses for the three Everllence business divisions
 - (i) 2-stroke (engines and propellers): SMDD@everllence.com
 - (ii) 4-stroke (engines and turbocharger): digitalservices4s@everllence.com
 - (iii) Industries (turbomachinery, compressors, heat pumps): primeserv-ltsa@everllence.com
 - b) Please provide in your E-Mail
 - (i) the full company name,
 - (ii) company address,
 - (iii) business contact data (E-Mail Address, phone number) of the representative of your company and
 - (iv) the name of the concerned related service and/or the name of the concerned connected product including engine/product number

Failure to maintain current contact information shall not affect the validity of any notice sent by Everllence to Your last registered contact Data Synchronisation

- 13.4 Data (and any processed or enriched outputs thereof) shall be synchronised to Everllence's central database ("**Data Synchronisation**") via remote connection, local area network (LAN), or other available means each time the vessel or plant has internet access. You are obligated to: (a) ensure that Data Synchronisation takes place at appropriate intervals and always in accordance with Everllence's reasonable instructions; (b) not prevent, block, or interfere with Data Synchronisation; and (c) procure that Everllence may transmit and retrieve Data to effectively carry out Data Synchronisation. Everllence may utilise Data Synchronisation to retrieve, from time to time and without prior notice, all available Data from the Engine.
- 13.5 For the avoidance of doubt: (a) Data Synchronisation does not imply any obligation for Everllence to provide monitoring or maintenance services for the Engine or Software; and (b) where Everllence has contractual obligations to perform services or repair work for the Engine and such services require Data Synchronisation, Everllence shall be temporarily relieved from such obligations if Data Synchronisation is stopped or rejected by You for reasons attributable to You. Everllence's obligations under contracts shall resume once Data Synchronisation has been reactivated.

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- 13.6 Everllence shall store synchronised Data at its own discretion or as otherwise communicated to You in writing. Following successful transfer to Everllence's central database: (a) Everllence shall not be obligated to retain Data beyond the specified retention periods; (b) Everllence shall not be liable for any deletion, corruption, or loss of Data, unless otherwise expressly agreed in writing; and (c) You are solely responsible for maintaining any necessary backups or copies of Data independently.

Access to Data

- 13.7 You may be able to access certain Data through the Engine or Software onboard the vessel or plant. The details of such access are set out in the most recent version of the Product Specifications applicable to Your Engine and Software from time to time.
- 13.8 Upon Your request, Everllence will provide You the opportunity to access additional Data and/or to subscribe to additional data packages (being Subscribed Data) through Everllence's cloud platform (CEON), including its APIs. "Subscribed Data" means information inferred or derived from Data through additional processing or analysis, or data that has been substantially modified, enriched, or enhanced.
- 13.9 Upon Your request and subject to separate payment, Everllence will grant remote access to data derived from Your engine and/or software and/or Subscribed Data to third parties designated by You ("**Designated Third Parties**"). You are responsible for: (a) ensuring that all Designated Third Parties comply with the terms and conditions of this EULA, the NEXUS Terms of Use, and any other applicable terms presented through the access request process; (b) indemnifying and holding Everllence harmless from any and all claims arising from any Designated Third Party's failure to comply with such terms; and (c) notifying Everllence promptly if You wish to revoke a Designated Third Party's access. To revoke third party access, submit a request to Everllence by e-mail to: eu-data-act-request@everllence.com.
- 13.10 You may request remote access to Data and/or Subscribed Data for Yourself and/or Your Designated Third Parties, cf. clauses 13.8 and 13.9, through a designated landing page for Data request which can be accessed under the Link: <https://www.everllence.com/compliance/euda>. For security and compliance purposes, Everllence may require You to provide information and documentation to process Your request, including information and documentation necessary to verify Your identity and the identity and authorisation of any third party requesting access. Additional terms and fees may apply depending on the type of remote access request.

Your rights to use Data

- 13.11 Subject to the limitations set out in clause 13.12 below and any other applicable terms on Your right to use Data shared by Everllence, You may use Data for any lawful purpose, including to: (a) access and monitor Data at all times and without prior notice to Everllence through the Software onboard the vessel or plant in the ordinary course of Your business, including to monitor the operation of the Engine; (b) make local or cloud-based backups of Data; (c) distribute Data and PMI-values to the alarm monitoring system of the vessel or plant ("AMS"); (d) integrate Data with Your own systems and processes for operational purposes. If an interface between the Software and the AMS is established, You are responsible for ensuring that the Software and Everllence have the right to access, collect, transfer, store, process, and use data generated and processed by the AMS ("AMS Data"), and to collate Data with AMS Data.
- 13.12 Your rights to use Data under clause 13.11 are subject to the following limitations. You undertake **not** to: (a) use Data to develop a product that competes with the Engine or Software, or share Data with a third party for that purpose; (b) use Data to derive insights about the economic situation, assets, or production methods of Everllence or any of its affiliates, group companies, or subsidiaries; (c) use coercive means to obtain access to Data, or abuse gaps in Everllence's technical infrastructure designed to protect Data; (d) share Data with any undertaking designated as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 (Digital Markets Act); or (e) use Data for any purposes that infringe applicable law.

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Everllence's rights to use Data

- 13.13 By using the Engine or Software, You agree that Everllence (and any affiliate, group company, or subsidiary of Everllence) may access, collect, transfer, store, process, and otherwise use Data for the following purposes: (a) performing any agreement with You or activities related thereto, including commissioning, issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit; (b) providing support, warranty, guarantee, or similar services, or assessing claims from You, Everllence, or third parties (including regarding malfunctions of the Engine or Software); (c) monitoring and maintaining the functioning, safety and security of the Engine and Software, and ensuring quality control (including encrypting data for security purposes and aggregating data for operational purposes); (d) improving the functioning of any product or service offered by Everllence, including through benchmarking, technical optimisation, and product development; (e) developing new products or services, including artificial intelligence (AI) solutions, whether by Everllence alone, through third parties acting on behalf of Everllence, in collaboration with other parties, or through special purpose companies such as joint ventures; (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including making such data available to third parties, provided such data does not allow identification of specific Data transmitted from Your Engine or Software or enable a third party to derive those data from the dataset; and (g) any other legitimate business purpose related to Everllence's ordinary course of business, including statistical purposes, marketing, and making cloud-based backups.
- 13.14 Everllence (and any affiliate, group company, or subsidiary of Everllence) may share Data with third parties where such third party uses the Data exclusively for one or more of the following purposes: (i) assisting Everllence in achieving the purposes under clause 13.13; (ii) achieving the purposes under clause 13.13, in collaboration with Everllence or through special purpose vehicles such as joint ventures; (iii) assisting in providing warranty services, when such warranty obligation exist under a contract with Everllence. To ensure that You and/or Your vessel cannot be identified, Everllence will anonymize Data before disclosing it to any third parties, except that non-anonymized data may be shared with: (a) Everllence's subcontractors, subject to confidentiality obligations and compliance with applicable laws, (b) licensee Manufacturers of the relevant Everllence Engine in question for the period from Handover until 12 months thereafter (c) third parties appointed by You, subject to confidentiality obligations towards both Everllence and You and compliance with applicable laws. Where Everllence has fully anonymized Data, such that neither the Engine nor the originating Software can be identified, Everllence may use and disclose such anonymised data to third parties for any purpose without restriction.
- 13.15 Everllence (and any affiliate, group company, or subsidiary of Everllence, as well as authorised third parties) may use data processing services to achieve the purposes set out in this clause 13, including: (a) cloud computing services (infrastructure as a service, platform as a service, software as a service, etc.); (b) hosting services; and (c) similar data processing services. Such service providers shall be subject to appropriate contractual safeguards regarding data security and confidentiality.
- 13.16 Everllence (and any affiliate, group company, or subsidiary of Everllence) shall remain entitled to use and share Data after termination or expiry of this EULA, provided that: (a) such Data was generated or recorded prior to the date of termination or expiry; and (b) such use or sharing is in accordance with the purposes and limitations set out in clauses 13.15 and 13.16.

Transfer of ownership or rights to use the Engine

- 13.17 If You transfer ownership of, or rights to use, the Engine to a third party (**a "Transfer"**): (a) Everllence may terminate data access for You and for all data recipients (including Designated Third Parties) who were granted access by You as the previous Engine Owner or user; and (b) the new owner or user must accept the terms of this EULA and register for data access in accordance with clause 13.9 before obtaining access to Data. Everllence shall not be liable for any loss, damage, cost, or expense of any kind arising out of or in connection with a Transfer, including: (i) termination of data access for You or any data recipient; (ii) any delay or interruption in data access during the transition to the new owner or user; (iii) the new owner's or

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user's failure to register for or obtain data access; or (iv) any act or omission of the new owner or user, regardless of whether Everllence had knowledge of any specific circumstances relating to such Transfer or any resulting loss or damage.

14 Mandatory updates

To ensure the proper functionality of the Software and to mitigate the risk of abuse hereof, you undertake to accept, install and use any mandatory updates to the Software required by Everllence. For the avoidance of doubt, such updates are included in your License, and must be accepted by You within the prescribed acceptance period. Regular internet access is necessary for the Software to check for such mandatory updates as required by Everllence. Section 5.1 applies.

15 Assignment

- 15.1 Everllence is permitted to assign, in whole or in part, its rights and/or obligations under this EULA to any third party. Everllence will notify You in writing in case of any such assignment.
- 15.2 Except as expressly permitted in Sections 15.3 and 15.4 or by applicable law notwithstanding this limitation, You are not permitted without Everllence's written consent to assign in whole or in part, including by sublicensing, Your rights and/or obligations under this EULA to any third party.
- 15.3 If the ownership or rights to use the Engine is contractually transferred to a third party, You are permitted to assign the License to this third party, provided that (i) the third party agrees to be bound by the terms of this EULA, (ii) You do not retain any copies of the Software, and (iii) You give prior written notice to Everllence of any such transfer of ownership or right to use the Engine to a third party.
- 15.4 You are permitted to authorize a third party operator of the vessel to use the License in connection with the operation of the vessel, provided that such third party operator agrees to the terms of this EULA, and that You remain fully liable for the operator's use of License.

16 Personal Data

If any data processed under this Agreement constitutes personal data under applicable privacy laws, Everllence shall process such personal data as an independent data controller unless otherwise agreed in writing.

You undertake to ensure that: (a) the relevant data subjects are duly informed about the processing of their personal data, including the processing carried out by Everllence; (b) a valid legal basis exists for such processing and (c) where required, appropriate mechanisms for cross-border transfers are in place (including adequacy decisions, consent of the data subject, standard contractual clauses, or other legally recognized instruments).

Everllence processes personal data in accordance with applicable privacy laws. Further information on the processing of personal data by Everllence is available in Everllence's data protection notice at <https://www.everllence.com/dataprotection/data-protection-customers>.

Everllence shall make Raw Data containing personal data available to You (or, upon Your request, to a designated third party) only where: (a) the disclosure and any subsequent processing are permitted under applicable laws; (b) you have confirmed that the necessary lawful basis including any required data subject authorization or appropriate cross-border mechanism is in place; and (c) where compliance with applicable legal requirements is unclear or cannot be sufficiently demonstrated, Everllence may temporarily restrict or defer the disclosure of such data.

17 Severability

In case any provision in this EULA should be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

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18 Law and venue

- 18.1 This EULA shall be construed in accordance with and governed in all aspects by the laws of Switzerland, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for International Sale of Goods.
- 18.2 If a difference of opinion cannot be settled amicably, all disputes arising out of or in connection with this EULA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Expedited Procedure Provisions and the Emergency Arbitrator Provisions shall not apply. The arbitration tribunal shall have its seat in and the arbitration proceedings shall take place in Zürich, Switzerland in the English language. However, Everllence shall not be prevented from choosing, at Everllence's own discretion, to bring an action against You in any ordinary court of law having jurisdiction over such action. Both You and Everllence will keep confidential the existence of the arbitration or any information or document relating thereto or disclosed therein.