

S&P Global Market Intelligence data terms for IHS Markit Content

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“Reseller” means Starboard Maritime Intelligence Limited.

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2. End User may not permanently retain Starboard, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. End User represents and warrants that - upon any expiration or termination of the End User agreement - End User immediately will: (x) discontinue all use of Starboard; (y)

destroy any items relating to Starboard (including data, software, and documentation) and purge any Reseller Product data from all electronic media; and (z) upon request from Reseller provide written certification to Reseller that End User has complied with this paragraph.

3. End User must not remove any proprietary legends or markings, including copyright notices, on Starboard. End User acknowledges that all data, material and information contained in Starboard are and will remain the copyright property and confidential information of Reseller or its third party provider(s) and are protected and that no rights in any of such data, material and information are transferred to End User. End User will take any and all actions that may reasonably be required by Reseller or its third-party data providers to protect such proprietary rights as owned by IHS Markit, Reseller or either of their third-party provider(s).

4. Starboard is provided "AS IS" and "AS AVAILABLE". Neither Reseller nor its third-party data providers warrant the completeness or accuracy of the data, material, third party advertisements or information as contained in Starboard or that it will satisfy End User's requirements. Reseller and its third party data providers disclaim all other express or implied warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, Reseller and its third party data providers shall not be liable for any errors or omissions or any loss, damage or expense incurred by reliance on information, third party advertisements or any statement contained in Starboard. End User assumes all risk in using the results of Starboard.

5. These terms and conditions will be construed under the laws of England and Wales and any dispute or claim arising out of or in connection thereto shall be subject to the exclusive jurisdiction of the English Courts. End User agrees to comply with all U.S. export laws and regulations and hold Reseller and its third-party data providers harmless for its failure to properly do so. The Parties will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery.

6. Starboard supplied herein is subject to these terms and conditions only, to the exclusion of any other terms which would otherwise be implied by trade, custom, practice or course of dealing. Nothing contained in any End User -issued purchase order, End User's acknowledgement, End User's terms and conditions or invoice will in any way modify or add any additional terms to these terms and conditions. Reseller reserves the right to amend these terms and conditions from time to time.

7. End User agreement expressly acknowledges any of Reseller's third-party data providers as a third-party beneficiary entitled to directly enforce the foregoing provisions against the End User as if it were an original party to such an agreement.