

1 General Terms and Conditions

1 Supply of Services

- 1.1 All services supplied by GTT Training Ltd. to the Client shall be subject to these Conditions. Any changes or additions to the Services or the Conditions must be agreed in writing between an authorised officer of GTT Training Ltd. and the Client.
- 1.2 GTT Training Ltd. shall supply the Services in accordance with the Proposal and its current published literature, subject to these Conditions. In the event of any conflict between the Proposal and these Conditions, the terms of the Proposal shall apply.

2 Payment and Charges

- 2.1 The Client shall pay any amounts payable to GTT Training Ltd. in accordance with this Agreement promptly and without any deduction, withholding or set off for taxes or bank charges.
- 2.2 All fees must be paid as specified in the Proposal for the Service being provided. Payment should be made as per the instructions on the invoice(s).
- 2.3 GTT Training have the right to charge daily compound interest at the annual rate of 11.75% (8% above the Bank of England base rate) from time to time for any sums due, but unpaid.
- 2.4 A debt recovery administration fee may also be charged per outstanding invoice. Debt up to £999.99, £40. Debt from £1,000 to £9,999.99, £70 and debt above £10,000, £100.

3 Warranty and Limitation of Liability

- 3.1 GTT Training Ltd. warrants to the Client that the Services will be provided using reasonable skill and care and as far as reasonably possible within the times referred to in the Quotation or other relevant literature.
- 3.2 Except in respect of death or personal injury caused by GTT Training's negligence, fraudulent misrepresentation or as expressly provided in these Conditions, GTT Training Ltd. shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in conjunction with the Services, and the Client shall indemnify and keep indemnified GTT Training Ltd. against such claims made by third parties in respect of any such loss or damage.
- 3.3 The aggregate liability of GTT Training Ltd. (except in the case of death or personal injury referred above) arising as a result of this Agreement shall not exceed the amount paid by the Client to GTT Training Ltd. in respect of the Services from which the liability arose.
- 3.4 GTT Training Ltd. shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of GTT Training's obligations in relation to the Services, if the delay or failure was due to any cause beyond its reasonable control.
- 3.5 When software is supplied, it will be covered by the GTT Training Software Warranty. Under the terms of this, GTT Training undertake to use its best endeavors to resolve any problems within the delivered software where identified by the client, providing the client can supply sufficient information to allow the problem to be traced.
- 3.6 GTT Training Software Warranty starts at the date of delivery of the software and expires twelve months after delivery. Should the software fail to perform the functions stated under the Agreement, GTT Training Ltd. will at its option, replace or revise the software, at its own expenses and costs, within this period of twelve months from the date of delivery.
- 3.7 Thereafter, where GTT Training Ltd. determine that resolution of the problem identified will have a common benefit to other customers, GTT Training Ltd. will, at their discretion, provide an update(s) to resolve the problem free of charge. In other situations, GTT Training Ltd. will undertake to provide a detailed quotation for undertaking any work that may be required.
- 3.8 Any fixes supplied will normally be delivered via electronic means unless otherwise requested. However, where a visit to the client's site may be required, GTT Training reserves the right to charge for any travel and expenses that may be incurred as part of the process in resolving a problem.

4 Intellectual Property

- 4.1 Any intellectual property rights, including copyright arising from, or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to GTT Training Ltd.
- 4.2 GTT Training has all the rights to (but not limited to) modify, enhance, improve, arrange, adapt, copy, represent, distribute, disclose, use, in all languages, in any form, via all means and anywhere in the world.
- 4.3 All software is licensed and not sold. GTT Training grants a limited non-exclusive and non-transferable license to use software only for the sole intended purpose as provided under the Agreement.

4.4 Any software or materials supplied may only be used in connection with the equipment where they are installed and may not be used separately or uninstalled from this equipment.

4.5 The Client shall not:

4.5.1 modify, duplicate, reverse engineer, reverse compile, disassemble, record or otherwise reproduce or attempt to reproduce any part of software or training materials supplied by GTT Training, or instruct any third party to attempt to do any of the foregoing (except as may be permitted by applicable law for interoperability purposes);

4.5.2 use the supplied software or materials other than for the purpose described in the Proposal;

4.5.3 allow supplied software or materials to be used by, or for the benefit of any person other than an employee of the Customer except with the prior written consent of GTT Training;

4.5.4 assign, sub-license, transfer, sell, lease, rent, charge or otherwise deal in or encumber supplied software or materials without the prior written agreement of GTT Training;

4.5.5 make available the software supplied or materials, in whole or in part to any third party otherwise than in accordance with this Proposal.

5 Termination

5.1 Either GTT Training Ltd. or the Client may at any time (without limiting any other remedy) terminate this agreement by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 21 days of being required by written notice to do so, or if the other goes into liquidation, bankruptcy, receivership, administration or proposes any voluntary arrangements with creditors.

5.2 The right to use G-Sim and the developed LNG System Model(s) shall cease upon termination of this Agreement.

5.3 Notwithstanding termination of this Agreement the provisions of the clauses 3, 4 and 6 shall continue to apply.

6 Confidentiality

6.1 Neither GTT Training Ltd. or the Client shall divulge or allow to be divulged to any person any confidential or proprietary information which is identified as such by one party to the other or the nature of which is clearly confidential or proprietary, including for avoidance of doubt G-Sim, training materials and which is not in the public domain at the time of disclosure.

7 The obligation of confidentiality under this clause 6 shall remain in full force and effect for a period of ten (10) years after the termination or expiration of this Agreement.

8 Assignment

8.1 Except as detailed in this Agreement, neither party shall assign or delegate or otherwise deal with all or any of its rights and obligations under this Agreement without the other's prior written consent.

8.2 GTT Training may sub-contract the performance of any of its obligations under this Agreement to any third party, subject to notification to the Client, but such sub-contracting shall not relieve GTT Training of any liability under this Agreement.

9 Data Protection

9.1 With regard to European Union Data Protection Act 2016/679 dated April 27th, 2016 which the parties undertake to abide by and represent that their respective personnel are informed and have the right to access, modify, rectify and delete their personal data.

10 Governing Law and dispute resolution

10.1 This agreement shall be governed by English law and any proceedings arising from it may be brought in the English courts. The submission by the parties to such jurisdiction shall not limit the right of GTT Training Ltd. to commence any proceeding arising out of or in connection with the provision of the Services in any other jurisdiction it may consider appropriate.

10.2 The parties shall endeavor to resolve all disputes which arise in relation to this Agreement by negotiation in the first instance. Each party shall participate in such negotiations in good faith and neither party shall commence arbitral proceedings in relation to this Agreement for a period of at least twenty (20) business days after the commencement of such negotiations.

10.3 In the absence of resolution by negotiation, all disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in London in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with those Rules. The arbitral proceedings shall be conducted in English. The parties shall treat all matters relating to the arbitration as confidential.

11 Notices

11.1 All notices hereunder shall be in writing and:

- 11.1.1** If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.
- 11.1.2** If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00pm on a business day or on a day other than a business day in which it shall be deemed to have been given at 9.00 am on the next business day of the addressee after it was sent.
- 11.1.3** Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

12 General

- 12.1** Any indulgence granted by GTT Training Ltd. to the Client and any failure by GTT Training Ltd. insisting upon strict performance of these Terms and Conditions shall not be deemed a waiver of any of GTT Training's rights or remedies, nor be deemed a waiver of any subsequent default by the Client.
- 12.2** The invalidity in whole or in part of any clause in these Conditions shall not affect the validity of the remainder of the Clauses or these Conditions.