NAVICA AI PLATFORM TERMS OF SERVICE

Version: 10 August 2026

BY DOWNLOADING, ACCESSING, VIEWING OR OTHERWISE USING ANY PORTION OF THE PLATFORM OR SERVICES (COLLECTIVELY, THE “PRODUCTS”), YOU CONFIRM THAT YOU HAVE READ THE CONTRACT, THAT YOU UNDERSTAND THE CONTRACT, AND THAT YOU AND/OR THE ENTITY THAT YOU REPRESENT (COLLECTIVELY, “YOU” OR “YOUR”) UNCONDITIONALLY CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS CONTRACT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS CONTRACT, SELECT “I DO NOT AGREE” WHERE THAT OPTION IS AVAILABLE AND DO NOT INSTALL, EXECUTE, DOWNLOAD, ACCESS OR OTHERWISE USE ANY PORTION OF THE PRODUCTS. THIS CONTRACT IS EFFECTIVE WHEN YOU DOWNLOAD, ACCESS OR USE THE PRODUCTS (THE “EFFECTIVE DATE”). IF YOU WISH TO USE THE PRODUCTS AS AN EMPLOYEE, CONTRACTOR OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, YOU MUST BE AUTHORISED TO ACCEPT THE TERMS OF THIS CONTRACT FOR AND BIND THAT ENTITY, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO.

1. Introduction

These Platform Terms of Service (the "Terms") are a legally binding agreement between you ("Customer", "you" or "your") and Navica Italy S.r.l., a company incorporated in Italy with registered number 03074050992 and registered office at Salita dei Sassi 7/2, 16128 Genova, Italy ("Navica", "we", "us" or "our"). These Terms govern your access to and use of the Navica platform available at navica.ai and through related applications (the "Platform") and the Services.

The contract between you and Navica consists of these Terms, the Acceptable Use Policy in Schedule 1, any separate Data Processing Addendum where applicable, and any applicable Order Form (together, the "Contract"). All documents forming part of the Contract are legally binding.

If there is a conflict, the following order of precedence applies: (1) the Order Form; (2) the Data Processing Addendum for processing of Personal Data; (3) these Terms; and (4) the Acceptable Use Policy.

We may update the Contract from time to time by posting revised terms on the Platform or providing you with notice. Material changes will be communicated with at least thirty (30) days' notice. Your continued use of the Platform and/or Services after such changes constitutes acceptance of the revised Contract.

2. Definitions

“Acceptable Use Policy” means Navica’s acceptable usage terms and/or policy relating to the Platform and Services.

"AI Laws" means the EU AI Act, implementing and delegated acts, guidance issued by competent authorities, and any other laws, regulations, binding standards, or regulatory guidance (to the extent legally binding) applicable to the development, provision, deployment, or use of artificial intelligence systems in the relevant jurisdiction.

"AI Output" means any content, analysis, recommendations, agent configurations, models, workflows, code, or other output generated by or through the Platform's artificial intelligence capabilities.

"AI Resources" means the AI models, inference capabilities, and related computational resources provided by Navica through the Platform, including any third-party AI models made available through the Platform.

"Applicable Law" means all laws applicable in Ireland (without further enactment) or any other relevant jurisdiction including, without limitation, regulations, regulatory guidance (to the extent legally binding), statute, common law, delegated or subordinate legislation, sanctions, export controls, industry rules and codes of practice.

"Authorised User" means (a) an employee or officer of the Customer; (b) an individual contractor acting under the Customer’s direction; or (c) personnel of an entity that directly or indirectly controls, is controlled by, or is under common control with the Customer and is expressly covered by an Order Form, in each case whom the Customer authorises to access and use the Platform for the Customer’s internal business purposes. Each Authorised User must use an individually assigned account and be bound by confidentiality, security and acceptable-use obligations no less protective than those in the Contract.

“Contract” means the documents identified in Section 1.

"Custom Connector" means a connector to a third-party system, data source, API, or service that is created by the Customer using the Platform's connector creation tools. Custom Connectors are not developed, maintained, or supported by Navica.

"Customer Data" means any content, data, information, files, configurations, agent definitions, operational models, or other materials that you or your Authorised Users input, upload, submit, or generate through the Platform. Customer Data does not include Usage Data or Navica Materials.

“Data Processing Addendum” or “DPA” means the separate data processing addendum made available by Navica, which applies where Navica processes Personal Data as a processor on behalf of the Customer.

"Data Protection Law" means all Applicable Law relating to data protection including the GDPR, the Data Protection Act 2018 and the European Communities (Electronic Communications Networks and Services (Privacy and Electronic Communications) Regulations 2011, and any other privacy and/or data protection laws applicable to the processing of Personal Data hereunder.

“EU AI Act” means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and the term “AI System” shall have the meaning given to it in the EU AI Act.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

"GPAI Model" means a general-purpose AI model as defined under the EU AI Act, including any model capable of performing a wide range of distinct tasks and integrated into or made available through the Platform.

"High-Risk Use" means any use of an AI System classified as high-risk under applicable AI Laws.

“Intellectual Property Rights” means all intellectual and industrial property rights including without limitation inventions, designs, ideas, concepts, innovations, algorithms, software, copyright, domain names, patents, utility models, trade marks, design rights (whether registered or unregistered), database rights, secret processes, know how, trade secrets, proprietary information rights, rights in confidential information and all other similar proprietary rights and applications for such rights as may exist now or in the future anywhere in the world.

"Navica Materials" means the Platform, the Services, and all related software, technology, documentation, tools, templates, algorithms, models, APIs, interfaces, and other materials that Navica develops, provides, or makes available, together with all improvements, modifications, and derivative works thereof.

"Order Form" means a document executed by both parties that references the Contract and sets out the specific Services, subscription tier, pricing, and any additional terms.

"Personal Data" has the meaning given in applicable Data Protection Laws and includes any information relating to an identified or identifiable natural person.

"Prohibited AI Practice" means any AI practice prohibited under applicable AI Laws.

"Safety Tools" means the suite of tools and frameworks made available by Navica, including guardrails, deterministic verification frameworks, data integrity controls, fine-grained connector controls, human-in-the-loop approval gating, safety gating mechanisms, citation and provenance systems, and verification and validation testing frameworks.

"Services" means the services made available by Navica to the Customer, including through the Platform and all related tools, APIs, modules, integrations, support services, and including those set out in the Order Form.

"Usage Data" means telemetry, logs, performance data, usage metrics, and other technical data generated by or in connection with the Customer's use of the Services.

The following rules of interpretation shall apply:

(a) Any reference in the Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

(b) The headings in the Contract are for convenience only and shall not affect their interpretation.

(c) The Contract include the schedules attached and form part of the Contract.

(d) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns.

(e) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(f) A reference to one gender shall include a reference to the other gender.

(g) Words in the singular shall include the plural and vice versa.

(h) Any words following the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(i) A reference to a time or day means that time or day in Ireland.

3. The Platform

3.1 Platform and Services

Navica shall provide the Customer with access to and use of the Platform and Services subject to the terms of the Contract.

3.2Third-Party Services

The Platform may enable access to customer-selected third-party AI models, analytics providers, data sources, APIs and other optional third-party services that are not part of the Platform or Services and are not governed by the Contract. Those services may be subject to separate third-party terms, usage and safety policies, data-processing terms, rate limits and availability constraints. Navica remains responsible for its own obligations concerning the Platform and Services, but does not control customer-selected third-party services, Customer integrations or third-party model behaviour except as expressly stated in an Order Form or otherwise agreed in writing.

4. Access and Accounts

4.1 Registration

To access the Platform, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4.2 Licence Grant

Subject to the Contract and payment of applicable fees, Navica grants you a limited, non-exclusive, non-transferable, revocable and non-sublicensable licence to access and use the Platform and Services for your internal business purposes. This licence extends to Authorised Users only and the Platform and Services may not be used for the benefit of anyone other than the Customer (except where Navica expressly authorises this in the Order Form). All rights not expressly granted are reserved by Navica.

4.3 Licence Restrictions

You agree not to, and not to permit any Authorised User or third party to:

- Copy, modify, distribute, sell, lease, sublicense, or otherwise exploit the Platform, Services or Navica Materials except as expressly permitted by the Contract
- Reverse engineer, decompile, disassemble, or attempt to derive source code, models, algorithms, or training data underlying the Platform
- Access or use the Platform or Services to develop a competing product or service or provide services to third parties
- Bypass or disable any security, usage, or access controls
- Misuse the Platform or Services by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful or leave the Platform or Services vulnerable to this by not taking appropriate precautions
- Share account credentials or permit unauthorised access
- Interfere with or disrupt the integrity of the performance of the Platform and/or Services (or the data processed in connection therewith)
- Use the Platform in violation of Applicable Law and/or the Acceptable Use Policy
- Use the Platform or Services in any manner that would damage the reputation of Navica or bring it into disrepute or conflict

4.4 Authorised Users

Customer shall monitor its use of the Platform and Services, including to ensure that any maximum number of Authorised Users is not exceeded and that any other applicable usage metrics, restrictions and terms are adhered to and it shall promptly notify Navica if it suspects any non-compliance.

The Customer may permit only Authorised Users to access and use the Platform and Services in accordance with the Contract. Access by the Customer’s customers or end users, resellers, service-bureau users or other third parties requires Navica’s prior written approval or express authorisation in an Order Form. Access

credentials may not be shared or used by more than one individual, but may be reassigned when the original user is no longer an Authorised User. The Customer is responsible for all acts and omissions of its Authorised Users (which includes all activities that occur under an Authorised User's account) and for any breach of the Contract caused by an Authorised User.

4.5 Suspension

Navica may suspend, withdraw or restrict your access to the Platform (or any part thereof) immediately if: (a) we reasonably believe you have violated the Contract, engaged in fraudulent or unlawful activity, pose a risk to the security or integrity of the Platform or your actions (or those of Authorised Users) could bring Navica into disrepute or conflict; (b) continued use may result in harm to the Platform or its users; or (c) to comply with Applicable Law or a regulatory notice. Navica may also suspend the account of an Authorised User for any of these reasons. Navica shall have no liability to the Customer for the Customer's loss of or reduced use of the Platform and/or Services or for any other consequences as a result of a suspension, withdrawal or restriction under this provision.

5. Subscription Plans, Pricing, and Payment

5.1 Plans

The Platform is available under multiple subscription tiers, which may include free trial, development, standard, professional, and enterprise plans. Features, limitations, and pricing are described on the Platform or in the applicable Order Form. Navica reserves the right to modify, add, or discontinue plans with reasonable notice.

5.2 Trial Access

Navica may offer trial or promotional access at no charge for a limited period. Trial access is provided "as is" without service levels or other commitments and is solely for the purpose of enabling the Customer to try out any part of the Platform and/or Services. Navica may terminate trial access at any time without notice.

Trial access is subject to usage metering and limits as determined by Navica. Usage of AI Resources during the trial period is subject to such limits and fair use restrictions as Navica may impose. Navica reserves the right to restrict, or suspend access to AI Resources where usage exceeds trial limits. Continued or expanded access to Platform, Services and/or AI Resources beyond trial limits requires a paid subscription.

5.3 Pricing

Fees are as published on the Platform from time to time, or as set out in the applicable Order Form. Pricing may include a combination of:

- Fixed subscription fees (monthly or annual)
- Usage-based fees (consumption, API calls, compute, or other metrics)
- Per-asset or per-unit modelling fees
- AI Resource fees for usage of Navica-provided AI models, inference, and computational resources beyond included allowances

Navica reserves the right to modify pricing with thirty (30) days' written notice. Price changes will not apply to the current billing period for existing subscribers.

5.4 Payment

Paid plans are billed in advance on a monthly or annual basis and renew automatically for the same subscription period unless the Customer gives notice of cancellation through the account settings or by written notice to Navica at least fourteen (14) calendar days before the end of the then-current billing period. All fees are exclusive of applicable taxes. Except where required by law or expressly provided in Sections 12.2 or 16.5, fees are non-refundable.

5.5 Invoicing

All payments shall be made by the Customer in the currency specified on the invoice and within the payment period and using the payment method specified therein.

6. Intellectual Property

6.1 Navica's Rights

Navica (or its licensors) own all rights, title, and interest in and to the Platform, Services, Navica Materials, and all underlying technology, including all Intellectual Property Rights therein. Nothing in this Contract

transfers any ownership of Navica's Intellectual Property Rights to the Customer or grants the Customer any other right or interest thereto except as expressly stated in this Contract.

6.2 Customer's Rights

As between the parties, the Customer retains all rights, title and interest in and to Customer Data and owns the agent configurations, operational models, workflows and other materials it creates using the Platform ("**Customer Materials**"). Customer grants to Navica (including its affiliates) a non-exclusive right to process and use the Customer Materials to provide and support the Platform and Services. The Customer further grants Navica a licence to use the Customer Data in accordance with the terms of section 6.4. For the avoidance of doubt, Navica retains all rights, title and interest in and to the Platform, Services and Navica Materials, including the underlying technology used to generate AI Output.

6.3 AI Output

AI Output generated through the Platform may be used by the Customer subject to the following conditions:

- The Customer acknowledges that AI Output is probabilistic and may be similar or identical to output generated for other users who submit similar inputs
- Navica makes no representation that AI Output qualifies for copyright or other intellectual-property protection under Applicable Law
- The Customer is solely responsible for determining whether AI Output is suitable for its intended use and reliance on the AI Output is at the Customer's discretion
- AI Output may contain hallucinations, errors, incomplete statements, bias, untruthful content or unsupported information or be misleading

As between Navica and the Customer, the Customer owns the AI Output generated for the Customer. To the extent that any Intellectual Property Rights in or to the AI Output vest automatically in Navica by operation of law, it hereby assigns to the Customer (by way of a present assignment of current and future rights) all its rights, title and interest in and to the Intellectual Property Rights, if any, that Navica may have in that AI Output. For the avoidance of doubt, this does not transfer any rights in the Platform, Services, Navica Materials, third-party materials or output generated for other users, and does not guarantee that AI Output is exclusive, non-infringing or eligible for copyright or other intellectual-property protection.

6.4 Licence to Customer Data

The Customer grants Navica (including its affiliates) a worldwide and non-exclusive licence to access, use, host, process, transmit, copy, display and create technical derivatives of Customer Data solely as necessary to provide, secure, support, maintain and troubleshoot the Platform and Services; comply with Applicable Law; enforce the Contract; prevent abuse; and perform obligations under the Contract. Navica will not use identifiable Customer Data, including Personal Data, to train or fine-tune foundation models, GPAI Models or third-party AI models by default. Such use is permitted only where the Customer separately and expressly opts in through an identified Order Form or documented product setting that states the scope, purpose and duration of the use. The Customer may withdraw a product-setting opt-in prospectively. Navica may use genuinely anonymised and aggregated information for analytics, benchmarking, security, capacity planning and service improvement, provided that neither the Customer, any Authorised User nor any individual is identified or reasonably identifiable.

Customer is responsible for the Customer Data that it makes available in connection with its access and use of the Platform and Services, and it shall ensure that it is permitted by Applicable Law to do so.

6.5 Feedback

If you provide Navica with feedback, suggestions, or ideas relating to the Platform ("Feedback"), you grant Navica a perpetual, irrevocable, worldwide, royalty-free licence to use such Feedback for any purpose without obligation or compensation.

6.6 Usage Data

Navica may collect and use Usage Data to operate, secure, monitor, support, analyse and improve the Platform and Services; plan capacity; verify billing, usage limits and compliance with the Contract; detect fraud or abuse; and develop aggregated benchmarks and product insights. Customer Data content is not Usage Data. Any benchmark or product insight disclosed outside Navica will be genuinely anonymised and aggregated so that it does not identify, and is not reasonably capable of identifying, the Customer, an Authorised User or another individual. Usage Data that includes Personal Data will be handled in accordance with the Data Protection Notice or DPA, as applicable.

7. AI Use and Shared Responsibility

7.1 Shared Responsibility

Navica is responsible for providing the Platform and Services and for complying with its obligations under Applicable Law, but the parties acknowledge and agree that this is without prejudice to the Customer's sole responsibility to ensure compliance with its obligations under the Contract. The Customer is solely responsible for:

- The accuracy and completeness of all data (including Customer Data), inputs, and configurations provided to the Platform
- The selection, configuration, testing, validation, activation and ongoing management of Safety Tools appropriate to the Customer's use case and risk profile
- Ensuring Authorised Users do not disable, remove, bypass or tamper with Safety Tools or other security measures that the Customer is responsible for
- The configuration, testing, validation, and deployment of any AI agents, workflows, or operational models created using the Platform
- Conducting appropriate verification and validation testing before deploying to production, using the testing frameworks provided
- Reviewing, verifying, and independently validating all AI Output before relying on it for any purpose
- Ensuring that the use (including by Authorised Users) of the Platform and AI Output complies with all Applicable Law, Navica's policies, frameworks and documentation, industry standards, and professional requirements
- Complying with its obligations under Applicable Law (which includes AI Laws), including as a deployer of an AI System (within the meaning of the EU AI Act), and ensuring that its use is consistent and compliant with Navica policies, documentation and frameworks.
- The creation, configuration, verification, maintenance, and security of all Custom Connectors, including ensuring they are fit for purpose before use. The Customer acknowledges that the Custom Connectors are not maintained, tested or supported by Navica. Navica reserves the right to suspend or disable Customer Connectors that pose a risk to the security or integrity of the Platform or Services or if it considers that such could create legal or regulatory obligations for Navica.

7.2 Operational Disclaimer

THE PLATFORM IS A DECISION-SUPPORT AND OPERATIONAL MODELLING TOOL. IT DOES NOT REPLACE PROFESSIONAL JUDGEMENT, INCLUDING WITHOUT LIMITATION MARITIME, ENGINEERING, NAVIGATIONAL, REGULATORY, MEDICAL, LEGAL, OR FINANCIAL EXPERTISE. THE CUSTOMER ACKNOWLEDGES THAT OPERATIONAL DECISIONS MADE IN RELIANCE ON AI OUTPUT WITHOUT APPROPRIATE HUMAN REVIEW AND PROFESSIONAL OVERSIGHT ARE MADE AT THE CUSTOMER'S OWN RISK AND THAT THE AI OUTPUT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT THE BENEFIT OF ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AVAILABILITY OF SAFETY TOOLS, GUARDRAILS, AND VERIFICATION FRAMEWORKS DOES NOT CONSTITUTE A REPRESENTATION THAT AI OUTPUT IS SAFE, ACCURATE, OR FIT FOR ANY PARTICULAR PURPOSE. FURTHER, NAVICA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY SERVICES OR PRODUCTS (INCLUDING THIRD PARTY INTERFACES OR CUSTOM CONNECTORS).

7.3 Use of an AI System

The Customer acknowledges that an AI System may be utilised or made available in providing the Platform and Services.

7.4 AI Law Compliance and High-Risk Uses

The following requirements apply to the parties' use of AI Systems in connection with the Platform and Services:

- Each party must comply with its obligations under applicable AI Laws
- Neither party may engage in any Prohibited AI Practice
- The Customer must not use an AI System for a High-Risk Use without Navica's prior written approval (and which approval may be subject to conditions)

- The Customer must not make a material modification to an AI System, or materially change its intended purpose, without Navica's prior written approval
- The Customer shall provide Navica with such information and assistance as may be reasonably required by Navica in relation to its use (or proposed use) of the Platform and Services (and any AI System related thereto) for the purpose of enabling Navica to assess and/or comply with its obligations under Applicable Law
- Navica may restrict or withdraw the Customer's (or any Authorised User's) access to an AI System used in connection with the Platform and/or Services where it considers this necessary to comply with Applicable Law or an order or direction from a regulatory authority or other competent body

7.5 GPAI Models

Where Navica provides, integrates, modifies, or makes available GPAI Models, Navica shall comply with its applicable obligations under the EU AI Act.

8. Data Processing and Security

8.1 Data Processing

If and to the extent that Navica processes Personal Data as a processor (within the meaning of Data Protection Law), the DPA shall apply to the processing.

8.2 Security

Navica will maintain appropriate technical and organisational measures as described in the separate DPA and applicable technical documentation in order to protect the Platform and Services, including the Customer Data that may be processed in connected therewith.

9. Limitation of Liability

THE LIMITATIONS OF LIABILITY AND EXCLUSIONS SET OUT HEREIN SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9.1 Exclusion of Consequential Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PLATFORM AND/OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap

SUBJECT TO SECTIONS 9.1 AND 9.5, NAVICA'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE CONTRACT, PLATFORM OR SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO NAVICA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR THE AVOIDANCE OF DOUBT, NAVICA SHALL NOT BE LIABLE FOR ANY MATTERS EXPRESSLY EXCLUDED UNDER SECTIONS 9.3 OR 9.4 OR OTHERWISE UNDER THE CONTRACT.

9.3 AI Output, Services and Safety Tools

WITHOUT LIMITING THE FOREGOING, NAVICA SHALL NOT BE LIABLE FOR ANY LOSSES OR LIABILITIES IN CONNECTION WITH: (A) ERRORS, INACCURACIES OR OMISSIONS IN AI OUTPUT; (B) DECISIONS OR ACTIONS BASED ON AI OUTPUT OR ANY RELIANCE ON AI OUTPUT; (C) THE FITNESS OF AI OUTPUT FOR ANY PARTICULAR PURPOSE; (D) CUSTOMER'S FAILURE TO INDEPENDENTLY VERIFY AI OUTPUT; (E) CUSTOMER MISCONFIGURATION OF AGENTS, WORKFLOWS OR OPERATIONAL MODELS; (F) CUSTOMER'S FAILURE TO CONFIGURE OR MAINTAIN APPROPRIATE SAFETY TOOLS; (G) CUSTOMER (OR ANY PERSON ON ITS BEHALF) DISABLING OR CIRCUMVENTING SAFETY OR GOVERNANCE CONTROLS; (H) CUSTOMER'S FAILURE TO TEST BEFORE PRODUCTION DEPLOYMENT; (I) CUSTOMER-CREATED CUSTOM CONNECTORS; (J) CUSTOMER'S INABILITY TO USE THE PLATFORM OR SERVICES; OR (K) CUSTOMER'S USE IN BREACH OF THE CONTRACT.

9.4 Customer-Selected Third-Party Services

NAVICA SHALL NOT BE LIABLE FOR DOWNTIME, FAILURES, DELAYS, ERRORS OR OTHER ISSUES OR LIABILITIES CAUSED BY CUSTOMER-SELECTED THIRD-PARTY SERVICES.

9.5 Exceptions

Nothing in the Contract excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, liability that cannot be excluded or limited under Applicable Law, or the Customer's payment obligations.

10. Disclaimers of Warranties

THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, NAVICA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NAVICA DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL CODE, OR THAT AI OUTPUT WILL BE ACCURATE, RELIABLE, COMPLETE, OR SUITABLE FOR THE CUSTOMER'S INTENDED USE.

11. Indemnification

11.1 Customer Indemnification

The Customer agrees to indemnify, defend, and hold harmless Navica from and against any claims, damages, losses, liabilities, costs and expenses arising out of or relating to:

- Customer’s use of the Platform and/or Services in violation of this Contract or Applicable Law
- Customer Data, including any claims of infringement or violation of third-party rights
- Customer’s: (a) misconfiguration of agents, workflows, operational models, or Safety Tools; (b) failure to activate, configure, or maintain appropriate Safety Tools, guardrails, or verification frameworks for its use case; and/or (c) decision to disable, bypass, tamper with, or remove Safety Tools, audit controls, or governance mechanisms
- Any third-party claims concerning decisions made or actions taken by the Customer with respect to AI Output
- The creation, use, misconfiguration, or failure of Custom Connectors created by the Customer
- Any material breach by the Customer of its obligations under the Contract, including but not limited to section 7.1.

11.2 Navica Indemnification

Navica shall indemnify the Customer for any judgment that a court of competent jurisdiction grants in respect of any third-party claim alleging that the Customer’s paid-use of the Platform and/or Services infringes the Intellectual Property Rights of a third party, provided that: (a) the Customer promptly notifies Navica of the third-party claim or of any alleged infringement of which it has notice; (b) the Customer makes no admissions without Navica’s prior written consent; (c) Navica has sole control of the defence of the claim; and (d) the Customer provides reasonable cooperation and assistance in relation to the claim.

12. Term and Termination

12.1 Term

The Contract takes effect on the Effective Date and continues for so long as the Customer accesses and uses the Platform and Services.

12.2 Termination by Customer

The Customer may prevent renewal by cancelling through the account settings or giving written notice to Navica at least fourteen (14) calendar days before the end of the then-current billing period. Cancellation takes effect at the end of that billing period. The Customer may also terminate the Contract by written notice if Navica commits a material breach and fails to remedy it within twenty (20) days after receiving written notice describing the breach. Where the Customer terminates for such an uncured material breach, Navica will refund prepaid fees for the unused portion of the affected Services calculated from the effective termination date.

12.3 Termination by Navica

Navica may terminate this Contract and the Customer’s access to and use of the Platform and Services: (a) for convenience, with thirty (30) days' notice; (b) immediately, if the Customer commits a material breach of the Contract and fails to remedy such breach within twenty (20) days of being notified or persistently breaches

the terms of the Contract; (c) immediately, if the Customer poses a risk to the security or integrity of the Platform; (d) immediately, where Navica receives a request or direction to do so from any law enforcement or regulatory authority; (e) upon the provision of reasonable notice, if Navica reasonably believes or determines that it is no longer able to provide the Platform and/or Services in compliance with Applicable Law; (f) upon the provision of reasonable notice, if a vendor suspends or terminates Navica's use of third-party services or products required to enable Navica to provide the Platform and/or Services; or (g) immediately in the event of the Customer's insolvency.

12.4 Effect of Termination

On the effective date of termination: (a) the Customer's access to and use of the Platform and Services ends, except for any agreed switching or retrieval access; (b) the Customer remains responsible for fees accrued up to that date; (c) any refund expressly due under Section 12.2 or 16.5 will be paid on a pro-rata basis; (d) Customer Data will be made available, deleted and retained as set out in Section 12.5 and the DPA; and (e) provisions intended to survive termination continue in effect.

12.5 Data Portability and Switching

Where the EU Data Act applies to the Services, the Customer may request that Navica assist it to switch to another provider of data processing services, port its exportable data and digital assets to on-premises infrastructure, or erase them. The Customer should initiate the process through its account settings or by written notice to support@navica.ai. The maximum notice period is fourteen (14) calendar days.

Navica will begin the switching process after the applicable notice period and complete the mandatory transition without undue delay and, unless technically unfeasible, within thirty (30) calendar days. The Contract remains applicable during the transition and Navica will maintain the security and continuity measures for which it is responsible. The Customer may request one reasonable extension of the transition period.

Exportable data includes Customer Data input to the Services and output generated for the Customer, together with associated metadata, agent configurations, operational models, workflows and digital assets that the Customer has a right to use independently of the Services. Exportable data excludes Navica Materials, third-party materials, data protected by another person's Intellectual Property Rights or trade secrets, and internal security or service-integrity data where export would create a security risk, provided that an exclusion will not impede or delay switching.

Navica will provide exportable data in a structured, commonly used and machine-readable format and will make available interfaces, documentation and reasonable technical assistance appropriate to the Services. Current formats, procedures, known restrictions and estimated timing are described at https://navica.ai/legal/data-portability.html.

Exportable data will remain available for retrieval for at least thirty (30) calendar days after the agreed transition period ends. After that retrieval period, Navica will erase exportable data and digital assets generated directly by or relating directly to the Customer, except to the extent retention is required by Applicable Law or data remains temporarily in protected backups under the DPA.

If completion within thirty (30) calendar days is technically unfeasible, Navica will notify the Customer within fourteen (14) working days of the request, explain the technical reason and specify an alternative transition period not exceeding seven (7) months. Until 12 January 2027, any switching charge will not exceed Navica's direct costs of the switching process. From 12 January 2027, Navica will not impose switching charges prohibited by the EU Data Act.

13. Confidentiality

13.1 Confidential Information

For the purposes of the Contract, "Confidential Information" means all information or material made available (whether in writing, orally or by another means, whether directly or indirectly, whether before, on or after the Effective Date) by a party (the "Disclosing Party") to the other party (the "Receiving Party") which would reasonably be understood to be confidential or proprietary. In the case of the Customer, Customer Data shall be the Customer's Confidential Information.

13.2 Confidentiality

The Receiving Party undertakes:

- not to use the Disclosing Party's Confidential Information other than in connection with its relationship with the Disclosing Party (which includes Navica providing the Customer with access to the Platform and/or Services and the Customer's access to and use of same) or in connection with the

performance of its obligations or the exercise or enforcement of its rights under the Contract (the "Purpose");

- to take all reasonable steps to prevent the unauthorised use or disclosure of the Disclosing Party's Confidential Information; and
- not to disclose the Disclosing Party's Confidential Information to any third party except with the Disclosing Party's prior written consent or in accordance with this Section 13.

13.3 Permitted Disclosures

The Receiving Party may disclose the Disclosing Party's Confidential Information only to its officers, employees, agents, service providers and advisors (a "Recipient") and in connection with the Purpose. The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a party to the Contract.

13.4 Exclusions

The confidentiality obligations in Section 13.2 do not apply to information that: (a) becomes public other than through the Receiving Party's fault; (b) was independently developed without use of the Disclosing Party's Confidential Information; (c) was received from a third party free to disclose it; or (d) must be disclosed by law or a regulatory body.

13.5 Destruction

Upon request, the Receiving Party will destroy the Disclosing Party's Confidential Information, except where retention is necessary for the Purpose, legal compliance or automated backups. Retained information remains subject to this Section 13.

13.6 Survival

The confidentiality obligations in this Section 13 survive termination.

14. Data Protection and Privacy

14.1 Privacy Policy

Navica's processing of Personal Data for which Navica acts as controller, including account administration, billing, marketing, website and cookie operations, product telemetry used for Navica's own business purposes, security monitoring and communications, is governed by the Data Protection Notice at https://navica.ai/legal/data-protection-notice.html.

14.2 Data Processing Addendum

Where Navica processes identifiable Customer Data or other Personal Data on behalf of the Customer, Navica acts as processor and the Customer acts as controller. The separate DPA forms part of the Contract and applies to that processing. Navica does not use identifiable Customer Data for model training unless the Customer separately and expressly opts in under Section 6.4.

15. Governing Law and Dispute Resolution

15.1 Governing Law

The Contract shall be governed by and construed in accordance with the laws of Ireland.

15.2 Jurisdiction

The courts of Ireland shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Contract, provided that Navica may seek injunctive relief in any court of competent jurisdiction where necessary to protect its Intellectual Property Rights.

16. General Provisions

16.1 Entire Agreement

The Contract is the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, negotiations, representations and proposals. It applies to the exclusion of terms the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

16.2 Assignment

The Customer shall not assign the Contract or otherwise seek to deal in any other manner with all or any of its rights or obligations under the Contract without Navica's prior written consent.

16.3 Severability

If any provision is found invalid or unenforceable in whole or in part, the remainder of the provision in question shall not be affected thereby and all other remaining provisions remain in full force.

16.4 Waiver

Navica's failure to enforce any provision shall not constitute a waiver of its right to do so or for any other provisions.

16.5 Force Majeure

Neither party shall be liable (except in respect of payment obligations) for a failure or delay in performing its obligations under the Contract where such failure or delay has been caused by a Force Majeure Event, and this shall not be considered a breach of the Contract. The affected party shall use all reasonable efforts to mitigate the effect. If a Force Majeure Event continues for more than forty (40) consecutive days, the other party may terminate the Contract by written notice. If the Customer terminates for a Force Majeure Event affecting Navica, Navica will refund prepaid fees for the unused portion of the affected Services calculated from the effective termination date.

A “Force Majeure Event” includes acts, events, omissions or accidents beyond a party’s reasonable control including, without limitation, strikes, industrial disputes, failure of a utility service, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, failures of communications networks and facilities, denial of service attack or cyber security incident.

16.6 Notices

Notices to the Customer may be provided by email, in-product or on the Platform. Notices to Navica must be sent to legal@navica.ai or Salita dei Sassi 7/2, 16128 Genova, Italy. Notices are deemed delivered on receipt.

16.7 Publicity

Navica may identify the Customer by name and logo in customer lists and marketing materials. The Customer may revoke this at any time by written notice.

16.8 Amendments

No amendments or modifications to the Contract by the Customer shall be valid unless made in writing and signed by both parties.

16.9 Changes to the Platform

The Customer acknowledges and agrees that Navica may change the Platform and/or the Services over time including by adding new functionality or removing certain features, provided always that Navica will not materially decrease the functionality of the Platform.

16.10 No Agency

Nothing in the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other.

16.11 Survival

Any provision of the Contract which expressly or by implication is intended to survive termination shall survive.

SCHEDULE 1 — ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") applies to anyone who accesses or uses the Platform or Services. By accessing and using the Platform and/or Services, you agree to be bound by this AUP and to comply with its terms. If you do not agree to be bound by this AUP, you must not access or use the Platform or Services.

This AUP is provided by Navica Italy S.r.l. (a company incorporated in Italy with registered number 03074050992 and registered office at Salita dei Sassi 7/2, 16128 Genova, Italy) and its affiliates (together referred to as “Navica”, “we”, “us” or “our”). Contact Navica about this AUP at abuse@navica.ai.

A1. Prohibited Uses

You shall not use the Platform or Services:

- To violate any Applicable Law or in a manner that breaches Navica's policies, frameworks or documentation
- To generate, distribute, or facilitate the creation of content that is unlawful, defamatory, fraudulent, obscene, or harmful
- In any manner that would infringe or misappropriate any third party's intellectual property, privacy, or proprietary rights
- In any way that would impersonate any person or entity or misrepresent your affiliation
- To transmit malware, viruses, or any code designed to disrupt or damage the Platform or Services or use the Platform or Services in such a way these could be knowingly or recklessly introduced
- To attempt to gain unauthorised access to the Platform, other users' accounts, or connected systems
- To make automated decisions in regulated contexts (employment, credit, insurance, healthcare, maritime safety) without Navica's prior written authorisation (and any use is strictly subject to the conditions imposed by Navica which may include appropriate human oversight)
- In any safety-critical application without Navica's prior written authorisation (and any use is strictly subject to the conditions imposed by Navica which may include implementing appropriate safeguards, validation procedures, and human oversight)
- To reverse engineer, extract, reconstruct, or attempt to determine model weights, training data, algorithms, source code or system logic underlying the Platform (its models) or the Services
- In a way that circumvents any usage limits, access controls, or security measures or which disables or bypasses these
- In any manner that could disable, overburden, or impair the Platform or Services or disrupt its integrity or performance
- To develop a competing product or service or provide services to third parties
- In any manner that would damage the reputation or Navica or bring it into disrepute or conflict

A1.1 Unlawful AI and Abuse

You shall not use, configure, distribute or enable the Platform, AI Output or any integrated AI system for:

- Any Prohibited AI Practice or other use prohibited by Applicable Law
- Fraud, harmful manipulation, deception, impersonation or exploitation
- Unlawful surveillance, biometric processing, profiling, doxxing, stalking or other privacy violations
- Malware, phishing, credential theft, unauthorised exploitation or other cyber abuse
- safety-critical use unless Navica has provided its prior written authorisation (and any such use is strictly subject to Navica's conditions which may include conditions in relation to appropriate validation, professional review, safeguards and human oversight)

In relation to your use of AI Output, the following conditions apply:

- You are solely responsible for determining whether AI Output is suitable for its intended use and any reliance on the AI Output is at your discretion. You further agree not to use AI Output as the sole basis for operational decisions without independent professional verification including where such decisions may affect health, safety, or the environment.
- You acknowledge that AI Output is probabilistic and may be similar or identical to output generated for other users who submit similar inputs
- You acknowledge and agree that Navica makes no representation that AI Output qualifies for copyright or other intellectual-property protection under Applicable Law
- You acknowledge that AI Output may contain hallucinations, errors, incomplete statements, bias, untruthful content or unsupported information or be misleading

A1.2 High-Risk Uses Require Written Approval

You shall not use the Platform for a High-Risk Use unless the use case has been disclosed to Navica and you have obtained Navica's prior authorisation (and this must be recorded in writing whether in an Order Form, High-Risk Use Addendum or other written document). Navica may require additional documentation, safety

controls, audit logs, human oversight, technical testing, regulatory evidence, insurance or professional qualification evidence as a condition of approval.

A2. Safety Tools and Governance Obligations

A2.1 Prohibited Safety Practices

You shall not:

- Disable, bypass, tamper with, or remove Safety Tools, guardrails, verification frameworks, or audit controls for the purpose of avoiding safety checks or accelerating processes at the expense of safety
- Deploy agents, workflows, or operational models in safety-critical production environments without first obtaining Navica's prior written authorisation (and any such deployment or use is subject to Navica's conditions which may require, without limitation, conducting appropriate verification and validation testing)
- Conceal, alter or delete audit-log entries
- Configure agents or workflows to circumvent human-in-the-loop controls where such controls are required by Applicable Law, regulation, or industry standard or by Navica
- Misrepresent the level of human oversight or safety governance applied to AI-assisted processes to regulators, customers, or other third parties

A3. Compliance with Industry Regulations

Customers in regulated industries are responsible for compliance with applicable industry-specific regulations, standards and professional requirements. Safety Tools, audit logs and governance frameworks may assist but do not guarantee compliance.

A4. Reporting and Enforcement

Report suspected AUP violations, safety incidents, security vulnerabilities, governance concerns or other issues with the Platform and Services (including that AI Output contains errors) to abuse@navica.ai. Navica may investigate and take appropriate action, including suspension or termination, mandatory remediation and referral to law enforcement or regulators.

A5. Breaches

In the event that you do not comply with the terms of this AUP, Navica reserves the right to take action against you which includes suspending or withdrawing your access to and use of the Platform and Services (or any part thereof).