

# BASIL SOFTWARE LICENCE TERMS AND CONDITIONS



BASIL TOOL

## 1. Definitions

- 1.1. "Company" refers to SGMF, registered in the United Kingdom & Isle of Man.
- 1.2. "Subscriber" refers to the individual or entity purchasing or granted the licence.
- 1.3. "Subscription" refers to a one year licence or single report for use of BASIL (Bunkering Area Safety information LNG), SGMF's automated LNG gas dispersion tool.
- 1.4. "Software" refers to BASIL (Bunker Area Safety information LNG), including any associated updates, enhancements, and documentation.
- 1.5. "1-Year Licence" refers to a licence granting use of the Software for one year from the Date of Activation.
- 1.6. "One-Time Use Licence" refers to a one-off licence granting use of the Software for a specific single project or instance.
- 1.7. "Date of Activation" The date on which the Subscriber is deemed to have accepted the Software
- 1.8. "Fee" The Subscription fee payable by the Subscriber to the Company

## 2. Interpretation

- 2.1. Unless the context otherwise requires:
  - (a) words in the singular include the plural and in the plural include the singular;
  - (b) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time OR as in force as at the date of this agreement;
  - (c) a reference to one gender includes a reference to the other genders; and
  - (d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 3. Grant of Licence

- 3.1. In consideration of the Fee, the Company grants the Subscriber the following rights:
  - (a) 1-Year Licence: A non-exclusive, non-transferable licence to use the Software within the validity period; alternatively
  - (b) One-Time Use Licence: A non-exclusive, non-transferable licence to use the Software for one instance or specific project.
- 3.2. The licence is strictly for the Subscriber's internal business operations and cannot be sublicensed, shared, or distributed to third parties.

## 4. Licence Restrictions

The Subscriber shall not:

- 4.1. Copy, adapt, modify, distribute, resell, or allow unauthorised access to the Software.
- 4.2. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the Software's source code.
- 4.3. Sub-licence, assign or novate the benefit or burden of this Software in whole or in part.
- 4.4. Allow the Software to become the subject of any charge, lien or encumbrance.
- 4.5. Use the Software for any purpose that violates applicable laws and/or regulations.

- 4.6. The Subscriber shall indemnify and hold the Company harmless against any loss or damage which it may suffer or incur as a result of the Subscriber's breach of this Licence.

## 5. Licence Term and Termination

- 5.1. 1-Year Licence:

This licence is valid for 12 months from the Date of Activation and will expire automatically unless renewed.
- 5.2. One-Time Use Licence:

This licence is valid solely for a single use and must be used within 3 months after the Date of Activation. It terminates 3 months after the Date of Activation.
- 5.3. The Company reserves the right to terminate the licence with immediate effect if the Subscriber breaches any part of these Software Licence Terms and Conditions.

## 6. Fees

- 6.1. The Subscriber shall pay the Fee to the Company on-line at <https://sgmf.info/shop/>
- 6.2. In addition VAT at the prevailing rate will be added as appropriate to the Fee and if payable must be paid concurrently with the Fee.
- 6.3. If the Subscriber fails to make any payment due to the Company, access to the Software will be denied.

## 7. Intellectual Property

The Software, including its underlying code and all associated intellectual property rights, remains the exclusive property of the Company. The Subscriber is granted rights to use the Software only as expressly stated in these terms. The Subscriber shall have no rights in or to the Software other than the right to use it in accordance with these Software Licence Terms & Conditions.

## 8. Warranties and Disclaimers

- 8.1. The Software is provided "as is" without any express or implied warranties, including but not limited to warranties of fitness for a particular purpose, merchantability, or non-infringement.
- 8.2. The Company does not warrant that the Software will be error-free, uninterrupted, meet the Subscriber's specific requirements or that it will meet cybersecurity requirements.
- 8.3. The Subscriber accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Subscriber.
- 8.4. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## 9. Limitation of Liability

- 9.1. To the extent permitted by English Law, the Company shall not be liable for any indirect, incidental, or consequential damages, including loss of profits or data, arising from the use of or inability to use the Software.
- 9.2. The Software is intended to assist with the calculation of the safety zone and to manage bunkering. It shall be used at the Subscriber's risk.

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- 9.3.1. Except as expressly stated in clause 9.4. the Company shall not in any circumstances have any liability for any losses or damages which may be suffered by the Subscriber (or any person claiming under or through the Subscriber), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- (i) special damage even if the Company was aware of the circumstances in which such special damage could arise;
  - (ii) loss of profits;
  - (iii) loss of anticipated savings;
  - (iv) loss of business opportunity;
  - (v) loss of goodwill;
  - (vi) loss or corruption of data;
  - (vii) wasted expenditure;
- 9.3.2. the total liability of the Company whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fee; and
- 9.3.3. the Subscriber agrees that, by accepting the Software it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Software Licence Terms & Conditions or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) the Company shall have no liability in any circumstances otherwise than in accordance with the express terms of these Software Licence Terms & Conditions.
- 9.4. The limits and exclusions in clause 9.1 – 9.3.3 and 9.5 shall apply to the fullest extent permissible at law, but the Company does not exclude liability for:
- (a) death or personal injury caused by the negligence of the Company, its officers, employees, contractors or agents;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other liability which may not be excluded by law.
- 9.5. All dates supplied by the Company for the delivery of the Software shall be treated as approximate only. The Company shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

## 10. Data Protection

The Company operates in accordance with current UK data protection legislation. The Company will hold and process personal data about the Subscriber. By accepting the Software the Subscriber gives explicit consent to the processing of any data that includes the collection, compilation and analysis of information by the Company for information and research purposes.

## 11. Termination

- 11.1. Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) The Subscriber fails to pay the Fee plus VAT if payable.
- (b) The Subscriber breaches any part of these Software Licence Terms & Conditions.

## 12. Waiver

- 12.1. A waiver of any right or remedy is only effective if given in writing.
- 12.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

## 13. Remedies

Except as expressly provided in this Software Licence Terms & Conditions, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 14. Severance

If any provision or part-provision of these Software Licence Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Software Licence Terms & Conditions.

## 15. Third Party Rights

The Software Licence is for the sole use of the Subscriber and does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 16. No partnership or agency

- 16.1. Nothing in the Software Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 17. Governing Law and Jurisdiction

- 17.1. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 18. Entire Agreement

- 18.1. These terms constitute the entire agreement between the Company and the Subscriber regarding the Software and supersede any prior agreements or representations.
- 18.2. Any amendments to this agreement must be made in writing and signed by both parties.

## 19. Notices

Any notices required under this agreement must be delivered to the Company by email to [office@sgmf.info](mailto:office@sgmf.info). The notice shall be deemed to be delivered at the time of transmission, or if this falls outside Business hours at the Company's office, when business hours resume.