MARITECH CLOUD API AND MCP TERMS OF USE

Version Date: November 12, 2026

These API and MCP Terms of Use ("**Terms**") govern Customer's access to and use of the application programming interfaces ("**API**") and Model Context Protocol interfaces ("**MCP**") made available by CAI Maritech in connection with Maritech Cloud (collectively, the "**Interfaces**").

Capitalized terms not otherwise defined in these Terms shall have the meanings assigned to them in the applicable agreement between Customer and CAI Maritech (the "**Agreement**").

These Terms form part of the Agreement when referenced in an applicable Call-off Agreement, order confirmation, or other written agreement between the parties. In the event of any inconsistency, these Terms shall prevail solely with respect to access to and use of the Interfaces, except that the Agreement's provisions regarding liability, confidentiality, data protection, governing law, and dispute resolution shall continue to apply.

1. LICENSE

Subject to the Agreement and these Terms, CAI Maritech grants Customer a limited, non-exclusive, non-transferable, revocable right to access and use the Interfaces solely in connection with Customer's authorized use of Maritech Cloud. Customer may permit its employees, developers, consultants, third-party applications, and AI tools or agents to access the Interfaces on its behalf, subject to these Terms. Such access is permitted only through Interfaces authorized by CAI Maritech and does not grant any right to access or modify CAI Maritech's underlying databases directly. Except for the rights expressly granted herein, no rights or licenses are granted by implication, estoppel, or otherwise.

2. INTELLECTUAL PROPERTY

CAI Maritech retains all right, title, and interest in and to the Interfaces, including all related documentation, modifications, enhancements, and updates. Nothing in these Terms transfers ownership of either party's intellectual property or alters the ownership of Customer data under the Agreement.

3. API AND MCP ACCESS AND SECURITY

Customer is responsible for:

a) maintaining the confidentiality and security of all API keys, access tokens, credentials, and other authentication mechanisms used to access the Interfaces;
b) implementing reasonable safeguards to prevent unauthorized access to or use of the Interfaces;
c) managing and restricting access granted to its employees, developers, consultants, third-party applications, and AI tools or agents;
d) all activities and actions performed through the Interfaces using Customer's credentials or otherwise under Customer's authorization, including the creation, modification, or deletion of data; and
e) promptly notifying CAI Maritech upon becoming aware of any actual or suspected unauthorized access to the Interfaces or compromise of access credentials.

Customer shall not disclose or permit the use of its credentials by any third party except as authorized under these Terms and shall remain responsible for the acts and omissions of such third parties in connection with their use of the Interfaces. CAI Maritech may suspend or revoke access credentials where reasonably necessary to protect the security, integrity, or availability of the Interfaces or Maritech Cloud, or to prevent unauthorized, unlawful, or abusive use.

4. THIRD-PARTY APPLICATIONS AND AI TOOLS

Customer may connect third-party applications, AI models, or automated agents to Maritech Cloud through the Interfaces, subject to these Terms. CAI Maritech provides the MCP interface only and does not provide, control, or operate the third-party AI models, agents, or other applications selected by Customer. Customer is solely responsible for selecting, configuring, monitoring, and using such third-party applications and AI tools, including:

a) determining and implementing appropriate access permissions and safeguards;
b) reviewing and validating AI-generated outputs and automated actions, particularly those that may create, modify, or delete data;
c) ensuring that the use of such applications and tools complies with applicable laws, including data protection requirements; and
d) determining whether and to what extent Customer data may be shared with third-party providers through the Interfaces.

CAI Maritech shall not be responsible for errors, unintended actions, unauthorized modifications, data loss, or other consequences resulting from the operation or use of Customer-selected third-party applications, AI models, or agents, except to the extent caused by CAI Maritech's breach of the Agreement.

5. API AND MCP USAGE RESTRICTIONS

Customer shall use the Interfaces only for lawful purposes and in accordance with applicable documentation and technical requirements provided by CAI Maritech. CAI Maritech may establish and enforce reasonable rate limits, usage restrictions, and other technical controls to protect the performance, security, and availability of the Interfaces and Maritech Cloud. Customer shall not circumvent such restrictions, interfere with the operation of the Interfaces, or use the Interfaces in a manner that adversely affects CAI Maritech's systems or other customers.

6. API AND MCP CHANGES

CAI Maritech may modify, update, replace, version, or discontinue the Interfaces from time to time. Where reasonably practicable, CAI Maritech will provide reasonable prior notice of material changes that are expected to require modifications to Customer's integrations. Customer acknowledges that it is responsible for maintaining compatibility of its applications, integrations, and AI tools with supported versions of the Interfaces.

7. SUPPORT AND REMEDIATION

Unless otherwise agreed in writing, CAI Maritech's support obligations relating to the Interfaces shall be governed by the Agreement. Any assistance required to investigate, correct, restore, or otherwise address issues arising from Customer's use or misuse of the Interfaces, including errors, unintended data modifications or deletions, or issues caused by third-party applications or AI tools, shall be treated as additional billable support or consultancy services and invoiced at CAI Maritech's then-applicable rates. The foregoing shall not apply to the extent the issue results from a defect or failure in CAI Maritech's products or services for which CAI Maritech is responsible under the Agreement. Nothing in these Terms obligates CAI Maritech to provide support, maintenance, availability commitments, or service levels for the Interfaces beyond those expressly provided under the Agreement.

8. COMPLIANCE WITH LAWS AND DATA PROTECTION

Each party shall comply with applicable laws and regulations in performing its obligations under these Terms. Customer shall not access or use the Interfaces in any manner that violates applicable law or infringes the rights of any third party. Customer is responsible for ensuring that its use of the Interfaces, including any disclosure of data to third-party applications, AI providers, or agents, complies with applicable data protection laws and is appropriately authorized.

9. DISCLAIMER AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, CAI MARITECH MAKES NO ADDITIONAL WARRANTIES OR COMMITMENTS REGARDING THE INTERFACES, INCLUDING THEIR COMPATIBILITY WITH THIRD-PARTY

APPLICATIONS, AI MODELS, OR AGENTS. THE PARTIES' RESPECTIVE RIGHTS, REMEDIES, AND LIMITATIONS OF LIABILITY ARISING OUT OF OR RELATING TO THE INTERFACES OR THESE TERMS SHALL BE GOVERNED BY THE AGREEMENT.

10. GENERAL

These Terms form part of the Agreement and remain applicable for so long as Customer is authorized to access or use the Interfaces. Except as expressly provided herein, all terms and conditions of the Agreement remain unchanged and in full force and effect. The governing law and dispute resolution provisions of the Agreement shall apply to these Terms.