ENGINE ORDER TECHNOLOGIES

GENERAL TERMS OF USE

v1.0

Effective Date: September 1, 2026

These General Terms of Use ("Terms") constitute a binding agreement between you ("User," "you," or "your") and Engine Order Technologies LLC, a Texas limited liability company ("EOT," "we," "us," or "our"), governing your creation and use of an Engine Order account and your access to EOT websites, online services, software applications, and related services that reference or incorporate these Terms (collectively, the "Services").

Individual EOT products or services may be subject to additional product-specific terms ("Supplemental Terms"). Supplemental Terms apply only to the products or services identified in them.

If Supplemental Terms conflict with these Terms regarding a particular product or service, the Supplemental Terms control with respect to that product or service.

PLEASE READ THESE TERMS CAREFULLY.

By selecting "I Agree," "Create Account," "Accept," or substantially similar language after being presented with these Terms, you acknowledge that you have read, understood, and agree to be bound by them.

If you do not agree to these Terms, do not create or use an Engine Order account or access Services requiring acceptance of these Terms.

1. Engine Order Accounts

Certain EOT Services require an Engine Order account.

You agree to provide accurate information when creating and maintaining your account. Account information may include your first name, last name, and email address. You must keep this information accurate and current.

Your account is intended to identify you as an individual User unless EOT expressly provides another type of account.

You are responsible for maintaining reasonable control and security over:

- your account;
- the email account associated with it;
- devices on which you remain authenticated;
- authentication codes or credentials; and
- other means used to access your account.

You must not knowingly allow another person to impersonate you, accept agreements using your identity, or obtain unauthorized access to your account.

You agree to notify EOT within a reasonable time if you become aware that your Engine Order account has been compromised.

2. Passwordless Authentication

EOT may use passwordless authentication methods, including email-based verification codes, to verify your identity and provide access to your Engine Order account.

You are responsible for maintaining reasonable security over the email account and devices used to receive such codes.

EOT may invalidate verification codes, terminate sessions, or require renewed authentication when reasonably necessary for security purposes.

3. Access to EOT Products

An Engine Order account may provide access to multiple EOT products or services.

Creation of an Engine Order account does not necessarily grant you access to every EOT product, feature, or service.

Products may:

- require separate activation;
- require acceptance of Supplemental Terms;
- contain eligibility or qualification requirements;
- be offered in beta or limited-release form;
- require payment;
- be modified or discontinued; or
- be subject to additional technical or operational requirements.

Acceptance of these General Terms does not constitute acceptance of product-specific Supplemental Terms.

Where Supplemental Terms are required, you must separately accept them before using the applicable product.

4. Product Suite and Third-Party Access

EOT may provide an account interface, product launcher, dashboard, website, or other interface through which Users access available EOT products and services.

The availability or appearance of a product within such an interface does not constitute a representation that the product is appropriate for every User, vessel, organization, operation, or purpose.

You remain responsible for determining whether you are authorized and qualified to use a particular product.

5. Acceptable Use

You may use the Services only for lawful purposes and in accordance with these Terms and any applicable Supplemental Terms.

You must not:

- use the Services in violation of applicable law;
- attempt to gain unauthorized access to EOT systems, accounts, databases, or infrastructure;
- interfere with or disrupt the security or operation of the Services;
- intentionally introduce malicious code;
- use automated means to abuse, overload, scrape, or improperly access the Services;
- circumvent authentication, authorization, subscription, licensing, or security controls;
- impersonate another person or misrepresent your identity;
- use EOT infrastructure to transmit unlawful, fraudulent, malicious, or abusive material; or
- knowingly use the Services in a manner that materially harms EOT, another User, or a third party.

Reasonable interoperability, data portability, security research, or other activity protected by applicable law is not prohibited solely by this Section.

6. User Data and Content

Certain Services may permit you to enter, import, upload, create, store, or process information ("User Data").

As between you and EOT, you retain whatever ownership rights you otherwise possess in your User Data.

You grant EOT a limited right to process User Data only as reasonably necessary to:

- provide the Services;
- perform functions you request;
- maintain security and integrity;
- troubleshoot or provide support;
- comply with law; and
- otherwise operate the Services as described in these Terms, applicable Supplemental Terms, and EOT's Privacy Policy.

EOT does not acquire ownership of independently owned vessel, equipment, inventory, maintenance, operational, or other information merely because it is processed using an EOT Service.

Product-specific terms may establish additional requirements concerning particular categories of data.

7. Locally Stored Data

Some EOT products may operate partially or primarily on a User's device and may store information locally rather than on EOT servers.

Unless expressly stated otherwise for a particular Service, EOT does not guarantee:

- backup of locally stored data;
- synchronization between devices;
- recovery of deleted or corrupted data;
- preservation of information following removal of an application or clearing of browser data; or
- continued compatibility with every device, browser, or operating system.

You are responsible for maintaining appropriate copies or exports of information you consider important.

8. Beta, Preview, and Pre-Release Services

EOT may make beta, preview, experimental, development, or other pre-release Services available.

Such Services may be incomplete, contain defects, change substantially, or be discontinued.

Unless EOT expressly states otherwise in writing, beta or pre-release Services are provided for evaluation and feedback and should not be assumed to have the same reliability, availability, support, or feature stability as a generally released product.

Participation in a beta program does not create an obligation for EOT to commercially release or continue a product or feature.

9. Electronic Communications and Acceptance

You consent to conducting transactions and receiving notices relating to your Engine Order account and the Services electronically.

EOT may communicate with you through:

- the email address associated with your account;

- notices within an EOT application or website;
- account interfaces; or
- other reasonable electronic means.

When you electronically accept these Terms or Supplemental Terms, EOT may snapshot and retain records reasonably designed to establish your acceptance, including:

- your first name and last name as associated with your Engine Order account at the time of acceptance;
- your verified email address as associated with your Engine Order account at the time of acceptance;
- account identifier;
- device or installation identifier;
- date and time of acceptance;
- applicable agreement and version;
- cryptographic hash or other identifier associated with the agreement accepted; and
- reasonable technical records associated with the acceptance event.

EOT may retain archival copies of agreements presented to Users.

Your electronic acceptance is intended to constitute your electronic signature and manifestation of assent to the applicable agreement to the fullest extent permitted by law.

10. Privacy

EOT's collection, use, retention, and disclosure of personal information is governed by the applicable Engine Order Technologies Privacy Policy.

By using the Services, you acknowledge that EOT must process certain information, including users' first and last names as part of account and profile administration, as reasonably necessary to create and secure accounts, authenticate Users, maintain acceptance records, provide requested Services, and operate EOT systems.

These Terms do not authorize EOT to use personal information inconsistently with its Privacy Policy or applicable law.

11. Intellectual Property

The Services, including EOT software, interfaces, designs, branding, logos, documentation, and EOT-created content, are owned by or licensed to Engine Order Technologies LLC and are protected by applicable intellectual-property laws.

Subject to these Terms and any applicable Supplemental Terms, EOT grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services made available to you for their intended purposes.

Except where permitted by applicable law or expressly authorized by EOT, you may not:

- sell, sublicense, or commercially redistribute EOT software;
- remove or falsify proprietary notices;
- circumvent access or licensing controls; or
- represent EOT software or intellectual property as your own.

Nothing in these Terms transfers ownership of EOT intellectual property to you.

12. Feedback

If you voluntarily provide EOT with suggestions, ideas, bug reports, feature requests, or other feedback concerning the Services ("Feedback"), you grant EOT permission to use that Feedback without restriction or obligation to compensate you.

This provision does not transfer ownership of User Data, vessel information, or other materials merely because they are provided to EOT for troubleshooting or support.

13. Third-Party Services

EOT may rely upon third-party providers for hosting, authentication, email delivery, storage, communications, analytics, payment processing, software libraries, or other infrastructure.

EOT does not control all third-party systems and cannot guarantee their uninterrupted availability or performance.

Your use of certain third-party features may also be subject to terms or policies imposed by the applicable provider.

14. Service Availability and Changes

EOT may add, modify, update, suspend, replace, or discontinue Services or features.

EOT does not guarantee that every Service or feature will remain available indefinitely or that every Service will function continuously without interruption.

Where reasonably practicable, EOT may provide notice of material changes affecting generally available Services.

15. No Professional Advice; User Responsibility

Unless EOT expressly agrees otherwise in a separate written agreement, the Services do not constitute legal, regulatory, engineering, naval architectural, environmental, financial, safety, operational, or other professional advice.

Certain EOT products are designed as tools for professionals working in specialized maritime and technical fields. The Services are intended to assist with the organization, calculation, presentation, recording, or processing of information and are not substitutes for applicable laws or regulations, vessel procedures, manufacturer's documentation, authoritative information, required inspections or verification, professional training, or the exercise of competent professional judgment.

You remain responsible for independently verifying information and outputs where appropriate and for determining whether information provided, entered, calculated, generated, displayed, or processed through the Services is accurate, complete, current, and suitable for your intended use.

You remain responsible for operational decisions and actions taken in connection with your use of the Services.

Product-specific Supplemental Terms may establish additional requirements, limitations, verification obligations, or restrictions concerning operational reliance on a particular EOT product.

16. No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

EOT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, AVAILABILITY, TITLE, AND NON-INFRINGEMENT.

EOT DOES NOT WARRANT THAT THE SERVICES OR ANY INFORMATION, DATA, CALCULATIONS, RESULTS, OUTPUTS, OR OTHER CONTENT PROVIDED, GENERATED, DISPLAYED, OR PROCESSED THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, UNINTERRUPTED, SECURE, OR SUITABLE FOR ANY PARTICULAR OPERATION OR PURPOSE.

EOT DOES NOT WARRANT THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICES WILL REMAIN COMPATIBLE WITH ANY PARTICULAR DEVICE, BROWSER, OPERATING SYSTEM, SOFTWARE, OR THIRD-PARTY SERVICE, OR THAT USE OF THE SERVICES WILL PRODUCE ANY PARTICULAR RESULT.

Product-specific Supplemental Terms may contain additional warranty disclaimers appropriate to a particular product.

Nothing in these Terms excludes a warranty that applicable law does not permit EOT to exclude.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENGINE ORDER TECHNOLOGIES LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, BUSINESS OPPORTUNITY, USE, DATA, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EOT SHALL NOT BE LIABLE FOR LOSS OR DAMAGE ARISING OUT OF OR RELATING TO ERRORS, OMISSIONS, INACCURACIES, INCOMPLETE INFORMATION, OR A USER'S RELIANCE UPON INFORMATION, DATA, CALCULATIONS, RESULTS, OUTPUTS, OR OTHER CONTENT PROVIDED, GENERATED, DISPLAYED, OR PROCESSED THROUGH THE SERVICES.

THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, AND REGARDLESS OF WHETHER EOT WAS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EOT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY THE USER TO EOT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS ($100).

Supplemental Terms may contain different or additional limitations appropriate to a particular EOT product. Where applicable, those product-specific limitations control with respect to that product.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

18. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Engine Order Technologies LLC and its members, managers, officers, employees, contractors, agents, affiliates, licensors, and service providers from and against third-party claims, demands, actions, proceedings, liabilities, damages, losses, judgments, fines, penalties, costs, and reasonable attorneys' fees arising out of or relating to:

- your breach or material violation of these Terms or applicable Supplemental Terms;
- your use, misuse, or unauthorized use of the Services;
- your violation of applicable law, regulation, or the rights of another person or entity;
- User Data or other materials supplied, entered, imported, uploaded, transmitted, or otherwise provided by you, including claims that such materials infringe, misappropriate, or violate third-party intellectual-property, privacy, or other rights;
- access to or use of the Services by another person through your account, authentication credentials, authenticated devices, or other access you knowingly permit;
- your negligence, willful misconduct, fraudulent conduct, or unlawful conduct in connection with the Services; or
- your modification, combination, application, or use of information generated or processed through the Services in connection with activities for which you are responsible.

EOT will provide reasonable notice of an indemnified claim and reasonable cooperation in its defense. EOT may participate in the defense with counsel of its choosing. You may not settle an indemnified claim in a manner that admits liability by EOT, imposes obligations upon EOT, or materially affects EOT's rights without EOT's prior written consent.

19. Organizational Use

You may use an Engine Order account in connection with your employment or work for a vessel owner, vessel operator, management company, shipyard, service provider, or other organization.

Unless EOT expressly establishes an organizational account structure or enters into a separate agreement with an organization, an Engine Order account is associated with the individual User.

Your acceptance of these Terms does not purport to bind an employer or another organization to contractual obligations that you lack authority to accept on its behalf.

EOT may later offer organizational accounts, fleet accounts, administrative controls, enterprise services, or other business-oriented features subject to additional terms.

20. Suspension and Termination

EOT may suspend, restrict, or terminate access to an account, particular Service, or feature where EOT reasonably believes:

- these Terms or applicable Supplemental Terms have been materially violated;
- an account has been compromised or accessed without authorization;
- the Services are being abused, misused, or used fraudulently;
- continued access creates a material security, operational, legal, or regulatory risk to EOT, Users, or third parties;
- continued access would violate applicable law or expose EOT to material liability;
- amounts properly due for a paid Service remain unpaid; or
- suspension, restriction, or termination is otherwise reasonably necessary to protect EOT, Users, the Services, or third parties.

Where reasonably practicable under the circumstances, EOT may provide notice or an opportunity to address the condition giving rise to suspension or termination. EOT may act immediately where reasonably necessary to address security, fraud, abuse, legal requirements, or material risk.

You may stop using the Services at any time. Termination or suspension of one EOT product does not necessarily terminate your Engine Order account or access to other EOT products.

Provisions that by their nature should survive termination - including provisions concerning intellectual property, Feedback, warranty disclaimers, limitations of liability, indemnification, and dispute provisions - survive to the extent permitted by law.

21. Changes to These Terms

EOT may revise these Terms from time to time.

Where a revision materially changes the contractual relationship between EOT and Users, EOT may require you to review and affirmatively accept the revised Terms before continuing to use your Engine Order account or affected Services.

Each version may be identified by a version number, effective date, cryptographic hash, or similar record.

Product-specific Supplemental Terms may be revised independently of these General Terms.

Acceptance of revised General Terms does not automatically constitute acceptance of revised Supplemental Terms where separate acceptance is required.

22. Governing Law and Venue

These Terms shall be governed by the laws of the State of Texas, without regard to its conflict-of-laws principles.

Subject to applicable law, any legal proceeding arising out of or relating generally to these Terms or an Engine Order account shall be brought in the appropriate state courts located in Montgomery County, Texas, or the applicable federal courts of the United States for the Southern District of Texas.

Product-specific Supplemental Terms may address governing law or jurisdiction where the nature of a particular product requires additional treatment.

23. Severability

If any provision of these Terms is determined to be unlawful, invalid, or unenforceable, that provision shall be enforced to the maximum extent permitted by law or, where appropriate, severed, and the remaining provisions shall remain in effect.

24. No Waiver

EOT's failure to enforce a provision of these Terms does not constitute a waiver of that provision or EOT's right to enforce it later.

25. Assignment

You may not assign or transfer your rights or obligations under these Terms without EOT's consent, except where applicable law provides otherwise.

EOT may assign these Terms in connection with a merger, acquisition, reorganization, sale of assets, financing transaction, or transfer of the applicable business or Services.

26. Entire Agreement

These Terms, the Privacy Policy, applicable Supplemental Terms, and any separately executed agreement between you or an applicable organization and EOT constitute the applicable agreement between you and EOT concerning the Services.

Where a separately executed written agreement expressly conflicts with these Terms, that agreement controls to the extent of the conflict.

27. Contact

Questions concerning these Terms may be directed to:

Engine Order Technologies LLC
Texas, United States
Legal/Support Email: legal@engineorder.com

ACCOUNT ACCEPTANCE

BY SELECTING "I AGREE," "CREATE ACCOUNT," OR AN EQUIVALENT ACCEPTANCE CONTROL, YOU CONFIRM THAT:

- **YOU HAVE READ AND AGREE TO THE ENGINE ORDER TECHNOLOGIES GENERAL TERMS OF USE;**
- **YOU UNDERSTAND THAT INDIVIDUAL EOT PRODUCTS MAY REQUIRE SEPARATE SUPPLEMENTAL TERMS BEFORE USE;**
- **YOU CONSENT TO ELECTRONIC AUTHENTICATION, COMMUNICATIONS, AND RECORDS AS DESCRIBED ABOVE; AND**
- **YOU ACKNOWLEDGE THE ENGINE ORDER TECHNOLOGIES PRIVACY POLICY.**