Hydrostatix Terms of Service

Effective Date: October 16, 2026

These Terms of Service replace the Hydrostatix Laytime 365 Application License Terms (effective January 1, 2021) and the Hydrostatix Master Suite End User License Agreement for anyone who accepts them on or after the Effective Date.

IMPORTANT NOTICE: READ THESE TERMS CAREFULLY. THEY ARE A LEGAL AGREEMENT BETWEEN HYDROSTATIX, LLC ("HYDROSTATIX," "WE," "US") AND YOU, ACTING AS AN INDIVIDUAL AND, IF APPLICABLE, ON BEHALF OF THE COMPANY OR OTHER ENTITY FOR WHICH YOU USE THE SOFTWARE (TOGETHER, "YOU"). BY CLICKING "I AGREE" OR "AGREE," STARTING A TRIAL OR SUBSCRIPTION, OR DOWNLOADING, INSTALLING OR USING ANY HYDROSTATIX SOFTWARE, YOU AGREE TO THESE TERMS. IF YOU ACCEPT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND IT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

SECTION 2 MAKES YOU RESPONSIBLE FOR CONFIRMING THAT EVERY FACT ON A LAYTIME STATEMENT MATCHES THE STATEMENT OF FACTS AND THAT EVERY RESULT REFLECTS THE TERMS OF YOUR CHARTER PARTY. SECTIONS 11, 12 AND 13 DISCLAIM WARRANTIES, LIMIT OUR LIABILITY AND REQUIRE YOU TO INDEMNIFY US, INCLUDING FOR OUR OWN NEGLIGENCE. PLEASE READ THEM.

1. Software Covered

These Terms apply to each of the following products (each, the "Software"), including updates:

Product	Platform	How it is licensed
Hydrostatix Master Suite (Laytime Master and SOF Master)	Microsoft Windows	Subscription purchased from Hydrostatix
Hydrostatix Laytime 365	Microsoft Excel add-in, Microsoft 365	Included with a Master Suite subscription
Hydrostatix Laytime	Mac, iPad and iPhone	Subscription purchased through Apple's App Store

These Terms apply to all Software. Section 14 also applies to Software you obtain through Apple's App Store. The Windows products and the Apple products are licensed separately; a subscription to one does not include the other.

2. Your Responsibility for Every Statement

YOU, AND NOT HYDROSTATIX, ARE RESPONSIBLE FOR CONFIRMING THAT EVERY FACT ON A LAYTIME STATEMENT, DEMURRAGE CLAIM, DESPATCH STATEMENT OR OTHER RESULT YOU MAKE WITH THE SOFTWARE CORRESPONDS TO THE OFFICIAL STATEMENT OF FACTS FOR THE VOYAGE, AS SIGNED BY THE MASTER, THE AGENT OR THE OTHER PARTIES TO IT. YOU MUST DO THIS BEFORE YOU SEND, SIGN, AGREE, PAY, ACCEPT OR OTHERWISE RELY ON THAT RESULT. THE STATEMENT OF FACTS, NOT ANYTHING THE SOFTWARE PRODUCES, IS THE RECORD OF WHAT HAPPENED. YOU, AND NOT HYDROSTATIX, ARE ALSO SOLELY RESPONSIBLE FOR KNOWING THE TERMS OF YOUR CHARTER PARTY AND FOR CONFIRMING, BEFORE YOU RELY ON ANY RESULT, THAT IT APPLIES THOSE TERMS AS YOU INTERPRET THEM. HYDROSTATIX DOES NOT KNOW YOUR CHARTER PARTY AND IS NOT RESPONSIBLE FOR HOW ITS TERMS ARE APPLIED IN ANY RESULT.

What you must check. Before you rely on a result, you must compare it line by line with the statement of facts and confirm, at a minimum:

1. the vessel, port, cargo and quantity;
2. the time notice of readiness was tendered, and whether and when it was accepted;
3. the times laytime started and ended, and when loading or discharging commenced and completed;
4. every date, time and description of each event, stoppage and delay, and which side caused each delay;
5. every period of weather, shifting, pilotage or waiting, and every Sunday, holiday or other excepted period;
6. that no event on the statement of facts has been left off the result, and that the result contains no event that is not on the statement of facts.

Why this matters with the Hydrostatix Laytime app. The app can read a statement of facts from a PDF, a photo or another document using text recognition on your device, and turn what it reads into rows. You must check those rows because:

1. text recognition can misread or drop dates, times, words and numbers, especially in photos, faxes, poor scans and handwriting;

2. the app may not turn every line of the document into a row. Lines with a time that produced no row are listed for you, but you must still compare the whole document yourself;
3. the app adds rows to fill gaps between entries so that no time is lost. Those rows are not on the statement of facts until you confirm they belong there;
4. the printed statement leaves out routine lines that only continue the same work at the same count, and their time is carried in the line above. You must confirm that nothing left off the printed statement matters to your claim;
5. any suggestion the app makes about how a period counts (see Section 3) is based on common practice and on the terms you enter, and may be wrong for your voyage.

The same responsibility applies to the Windows products and to anything you type, edit, import, paste or accept, however it got into the Software.

Looks Right and the DRAFT mark. While the app's suggestions have not been reviewed, a statement carries a DRAFT watermark and rows marked for checking. When you press Looks Right (or any later control that does the same), you confirm that you have reviewed the whole statement against the statement of facts and against your charter party. Removing the DRAFT mark does not mean that Hydrostatix, or the Software, has checked anything.

Your charter party terms. The Software does not read or interpret your charter party. You are responsible for entering its terms correctly, including laytime allowed, rates, how laytime starts, excepted days, weather, shifting and despatch. Notes you keep in the app about your charter party are for your own reference; the Software does not use them in any calculation.

We do not see or check your statements. Hydrostatix does not receive your statements of facts or your results and does not review them. Nothing in the Software, its suggestions, its colors, marks or messages, or its printed output is a statement by Hydrostatix that any fact or figure is correct.

3. What the Software Does and Does Not Do

A calculation tool. The Software works out laytime, demurrage and despatch from the events and terms you give it, and prints statements in the layouts it offers. It is a calculation tool. It does not give legal, commercial or chartering advice and is not a

professional opinion on any charter party, claim or dispute. Laytime turns on the exact wording of your charter party, the law that governs it and the facts of the voyage. If you need advice, ask a qualified adviser.

Suggestions are optional. Hydrostatix Laytime can suggest how each period counts, using fixed rules and word lists that follow common laytime practice unless the terms you enter say otherwise. It does not use artificial intelligence to decide how a period counts. Using suggestions is your choice. The app has two modes: Easy mode, where you decide every row yourself, and Suggestions mode, where the app suggests how each period counts and you confirm or change it. In Suggestions mode you can still decide any row or group of rows yourself, and your choice stands. Rows the app marks for checking must be checked. A suggestion is a starting point, not a decision, and every row on a result is your decision.

What "no artificial intelligence" means. Hydrostatix Laytime does not use any artificial intelligence or machine learning model to read your charter party terms, to decide how any period counts, or to produce any figure on a statement. Every row is decided by fixed rules and word lists that are the same for every user and that you can review in the app. Text on a scanned or photographed page is turned into characters by Apple's text recognition, a feature of the operating system that runs entirely on your device, the same feature used by the Camera and Photos apps. The app then reads that text with the same rules it applies to typed text. Nothing you enter or import is sent to any artificial intelligence service.

No affiliation. The Software is not affiliated with, endorsed by or connected to BIMCO or any publisher of charter party forms or laytime definitions. Names of charter party forms, clauses or industry bodies appear only to describe what a user may be working with. All trademarks belong to their owners.

4. License Grant

Subject to these Terms, Hydrostatix grants you a non-exclusive, non-transferable license, during the Term, to use the Software in executable or object code form, for one individual user, as follows:

1. **Master Suite:** on a single computer. You may move it to a replacement computer if the original malfunctions or is retired.
2. **Laytime 365:** on one or more computers or devices used by that same individual.

3. **Hydrostatix Laytime:** on Apple-branded products that you own or control, as permitted by the Usage Rules in Apple's App Store Terms of Service. One subscription covers your Mac, iPad and iPhone.

A license is for one named person. If more people need the Software, each needs a license.

5. Subscriptions, Trials and Fees

Subscriptions. The Software is offered by subscription for a monthly or yearly period (a "Subscription Period"). Current prices are posted at www.hydrostatix.com and, for Hydrostatix Laytime, in the App Store.

Trials. New users may be offered a free trial, currently seven days. During a Master Suite trial, printing and exporting of completed statements may be disabled. When a trial ends, continued use requires a paid subscription.

Windows products. Fees for Master Suite are paid to Hydrostatix, through a third-party payment processor, in advance for each Subscription Period. Paid fees are non-refundable, except as required by law or as Hydrostatix decides in its sole discretion. Hydrostatix may change its fees for any renewal. We will give you notice of a fee change before it takes effect, and you may decline to renew.

App Store purchases. Subscriptions to Hydrostatix Laytime are sold, billed, renewed and cancelled by Apple under Apple's terms. Your subscription renews automatically unless you cancel it in your Apple Account settings at least 24 hours before the end of the current period, and access continues to the end of the period you paid for. Refunds for App Store purchases are handled only by Apple. Hydrostatix cannot issue them. Price changes follow Apple's rules for notice and consent.

6. Restrictions

You shall not, and shall not permit anyone else to:

1. copy the Software except as reasonably necessary to use it under these Terms;
2. share your license, account or sign-in with another person;
3. reverse engineer, disassemble, decompile, translate or extract the Software, except as the law expressly allows despite this restriction;
4. modify the Software, except as the law expressly allows;
5. sell, rent, lend, pledge, transfer or sublicense the Software;

6. use the Software to provide a service bureau, timesharing or hosted service to others;
7. defeat or get around any license, trial or copy control in the Software;
8. distribute, resell or publish any of the Software's source code; or
9. use the Software for anything unlawful.

Anyone who receives a copy you were permitted to make is bound by these Terms.

7. Updates

Hydrostatix may update, change, add to, or remove any part or feature of the Software at any time, including the rules and word lists behind its suggestions. Updates are part of the Software under these Terms. An update can change how the Software reads a document or what it suggests, so a statement made before an update may differ from one made after it; you remain responsible under Section 2 for every result. We may announce updates on our website, by email, in the App Store, or in the Software itself. Installing updates may be necessary for the Software to work properly. If you are dissatisfied with the Software or an update, your remedy is to stop using it and cancel your subscription.

8. Term and Termination

These Terms start when you accept them and continue through your trial and any Subscription Periods you pay for (the "Term").

You may end these Terms at any time by cancelling your subscription and removing the Software.

Hydrostatix may end these Terms, or your license, at once if you breach them. Hydrostatix may also stop offering any product on at least 30 days' notice. If we end your Master Suite license for a reason other than your breach, we will refund the unused part of any fee you paid us directly for the current Subscription Period.

We may give notice of termination by email, on our website, or in the Software. When these Terms end, your license ends and you must stop using the Software. Sections 2, 3 and 9 through 16 survive.

9. Your Content, Storage and Backups

Your content belongs to you. Statements of facts, voyage data, charter party terms, profiles, letterheads, statements and other material you enter or import ("Your Content") remain yours. Hydrostatix claims no ownership of Your Content and you give us no rights in it. You are responsible for having the right to load any document into the Software.

Where Your Content is kept. In Hydrostatix Laytime, Your Content is stored on your device, inside the app's own storage. Documents are read on your device. Hydrostatix does not receive Your Content and cannot recover it.

Backups. The app keeps a limited number of recent copies of your statements and profiles on your device, and can write a complete backup to a folder you choose, such as iCloud Drive, a USB drive or a network drive. These features are a convenience. They do not replace your own records, and we do not promise that any backup or recent copy will be complete, current or able to be restored. If the folder you choose syncs to a cloud service, that service's terms apply to the copy it holds. You are responsible for keeping your own records of every statement of facts and every statement you issue or receive.

10. Ownership and Your Statements

Hydrostatix reserves all rights in the Software not expressly granted in these Terms. The Software, including its design, code, wording, rules, word lists and statement layouts, and all copyrights, trademarks and other intellectual property in it, is owned by Hydrostatix or its licensors and is protected by United States and international law. Any permitted copy must keep all copyright and other notices.

You may print, send and use the statements you make with the Software as your own documents. A printed statement may carry a line naming the Software. That line identifies the tool used. It is not a statement by Hydrostatix that any fact or figure is correct, and Hydrostatix is not a party to any statement, claim or agreement between you and anyone else.

If you send us suggestions or feedback, we may use them without obligation to you.

11. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." HYDROSTATIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. HYDROSTATIX DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT IT WILL READ ANY DOCUMENT CORRECTLY OR COMPLETELY, THAT ANY SUGGESTION IT MAKES IS RIGHT FOR YOUR CHARTER PARTY, OR THAT ANY RESULT OR CALCULATION WILL BE CORRECT. YOUR USE OF AND RELIANCE ON THE SOFTWARE AND ANYTHING PRODUCED WITH IT IS AT YOUR OWN RISK.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HYDROSTATIX AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR USE, OR ANY AMOUNT OF DEMURRAGE, DESPATCH OR CLAIM VALUE, ARISING OUT OF OR RELATED TO THESE TERMS OR THE SOFTWARE, INCLUDING ANY MISREADING OF A DOCUMENT, ANY SUGGESTION, OR ANY DISCREPANCY, INACCURACY OR MISCALCULATION IN ANY STATEMENT OR OTHER RESULT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HYDROSTATIX'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SOFTWARE WILL NOT EXCEED THE FEES YOU PAID FOR THE SOFTWARE IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain exclusions or limits. In those places, the exclusions and limits above apply only as far as the law allows, and nothing in these Terms limits any right you have that the law does not allow to be waived.

13. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HYDROSTATIX AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCLUDING CLAIMS BY THIRD PARTIES SUCH AS OWNERS, CHARTERERS, AGENTS, SHIPPERS OR RECEIVERS, ARISING OUT OF OR RELATED TO: (A) ANY STATEMENT, CALCULATION OR OTHER RESULT YOU CREATE, ISSUE, ACCEPT OR RELY ON USING THE SOFTWARE, INCLUDING ANY FAILURE TO CONFIRM IT AGAINST THE STATEMENT OF FACTS AND AGAINST YOUR CHARTER PARTY AS SECTION 2 REQUIRES; (B) YOUR CONTENT; (C) YOUR USE OF THE SOFTWARE; OR

(D) YOUR BREACH OF THESE TERMS. THIS INDEMNITY APPLIES EVEN IF THE CLAIM ARISES IN PART FROM THE NEGLIGENCE OF HYDROSTATIX, BUT NOT TO THE EXTENT A CLAIM IS CAUSED BY HYDROSTATIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. Additional Terms for Software from Apple's App Store

If you obtain Hydrostatix Laytime through Apple's App Store, you and Hydrostatix also agree to the following:

1. **Acknowledgement.** These Terms are between you and Hydrostatix only, not with Apple Inc. ("Apple"). Hydrostatix, not Apple, is solely responsible for the Software and its content. Your use must also follow the Usage Rules in Apple's App Store Terms of Service, which control if they are more restrictive than these Terms.
2. **Scope of license.** Your license is a non-transferable license to use the Software on Apple-branded products that you own or control, as permitted by the Usage Rules, except that it may be accessed by other accounts associated with you through Family Sharing or volume purchasing where Apple allows.
3. **Maintenance and support.** Hydrostatix alone is responsible for maintenance and support of the Software. Apple has no obligation to provide any maintenance or support.
4. **Warranty.** Hydrostatix is responsible for any product warranty that the law does not allow to be disclaimed. If the Software fails to conform to any such warranty, you may notify Apple, and Apple will refund the purchase price to you. To the maximum extent permitted by law, Apple has no other warranty obligation for the Software. Any other claims, losses or costs from a failure to conform to a warranty are Hydrostatix's responsibility, subject to these Terms.
5. **Product claims.** Hydrostatix, not Apple, is responsible for addressing any claims by you or a third party about the Software or your use of it, including product liability claims, claims that the Software fails to meet a legal or regulatory requirement, and claims under consumer protection, privacy or similar laws.
6. **Intellectual property.** If a third party claims that the Software or your use of it infringes that party's intellectual property rights, Hydrostatix, not Apple, is solely responsible for the investigation, defense, settlement and discharge of that claim.
7. **Legal compliance.** You represent that you are not located in a country subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or

restricted parties.

8. **Developer contact.** Questions, complaints or claims about the Software go to Hydrostatix, LLC, 5900 Balcones Dr Ste 100, Austin, TX 78731, support@hydrostatix.com.
9. **Third-party terms.** You must comply with any third-party agreements that apply when you use the Software, such as your wireless data service agreement.
10. **Third-party beneficiary.** Apple and Apple's subsidiaries are third-party beneficiaries of these Terms. When you accept these Terms, Apple has the right, and is deemed to have accepted the right, to enforce these Terms against you as a third-party beneficiary.

15. Privacy

The Hydrostatix Privacy Policy, published at www.hydrostatix.com, explains what information we collect and how we use it. It is a separate document and is not part of this agreement.

16. General Terms

Changes to these Terms. Hydrostatix may update these Terms by posting a new version at www.hydrostatix.com with a new effective date. For a material change, we will give at least 30 days' notice by email, on our website or in the Software. Continuing to use the Software after the effective date means you accept the updated Terms. Any other change must be in writing and signed by an authorized representative of Hydrostatix.

Notices. We may send notices by email to the address you gave us, on our website, or in the Software. You may send notices to the address in Section 17.

Entire agreement. These Terms are the complete agreement between you and Hydrostatix about the Software and replace all earlier agreements about it. If Hydrostatix does not enforce a provision, that is not a waiver.

Severability. If any provision is found unenforceable, it will be enforced to the fullest extent permitted by law, and the rest of these Terms remain in effect.

Assignment. You may not assign these Terms without our written consent. Hydrostatix may assign them in connection with a merger, sale of assets or reorganization.

Governing law and venue. These Terms are governed by the laws of the State of Texas, without regard to its conflict of laws rules. All actions arising out of or related to these Terms or the Software will be brought exclusively in the state or federal courts located in Denton County, Texas, and each party consents to their jurisdiction and waives any objection to venue there.

Injunctive relief. A breach that harms Hydrostatix's rights in the Software may cause irreparable injury, and Hydrostatix may seek injunctive relief in addition to any other remedy.

Export controls. The Software is of U.S. origin. You agree to comply with all applicable export and re-export laws, including the U.S. Export Administration Regulations.

U.S. Government users. Software provided to the U.S. Government is commercial computer software, provided with the rights and restrictions in these Terms.

Force majeure. Hydrostatix is not liable for any delay or failure caused by conditions beyond its reasonable control.

Language. These Terms were written in English. If a translation conflicts with the English version, the English version controls.

Interpretation. These Terms will be read fairly and not more strongly for or against either party. Headings are for convenience only.

17. Contact

Hydrostatix, LLC, 5900 Balcones Dr Ste 100, Austin, TX 78731, support@hydrostatix.com