



**PRIMAR<sup>®</sup>**

**Version 2.2**

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**APPENDIX 1**

**PRIMAR ENC SERVICE**

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# 1 SERVICE DESCRIPTION

## 1.1 Content of the PRIMAR ENC service

The PRIMAR ENC Service consists of a range of tools which are provided to the Distributor and may be used by the Distributor in the purchasing and distribution of the PRIMAR ENC Service to the Distributor’s End-Users.

All the tools available for the Distributor are illustrated in the table below and are listed under the areas of the PRIMAR ENC Service which they belong.

ENC purchase	ENC delivery	ENC distribution	Sales report	Support
PRIMAR Chart Catalogue	PRIMAR Permit Service	Permit Service	PRIMAR Chart Catalogue	Support Services
PRIMAR B2B Service	PRIMAR WEB Service (CD/DVD Image Download)	PRIMAR Online Service PRIMAR B2B Service PRIMAR Web Chart Service PRIMAR PAYS PRIMAR Update Tracker	PRIMAR B2B Service	

### 1.1.1 PRIMAR Chart Catalogue

An online tool used for ENC purchasing and the Distributors End-User management. The PRIMAR Chart Catalogue is available via the Internet and will be automatically updated when new enhancements are released. The PRIMAR Chart Catalogue is delivered with user documentation.

### 1.1.2 PRIMAR Business to Business (B2B) Service

The PRIMAR B2B Service allows the Distributor to integrate the Distributor’s business systems with the PRIMAR ENC Service. The PRIMAR B2B Service has several levels

and can be implemented by 1) Ordering, 2) Distribution and 3) Sales Reporting. To enable the implementation of the PRIMAR B2B Service and an integration of the Distributors business system, the Distributor is required to fulfil predefined criteria as set by the NHS. Such criteria are available on request if the Distributor wishes to implement the PRIMAR B2B Service. The Distributor must report all sales using the B2B interface as published on the website of ECC (technical operator of the PRIMAR ENC service).

### **1.1.3 PRIMAR Permit Service**

The PRIMAR Permit Service delivers the decryption key for all ENC's purchased by the Distributor through the PRIMAR Chart Catalogue or the PRIMAR B2B Service. Permit files are automatically delivered by e-mail to the Distributor. Permit files are unique for the ECDIS or ECS system and the ENC license they are generated for.

### **1.1.4 PRIMAR Web Service (CD/DVD Image Download)**

All ENC's available for purchase by the Distributor are delivered by the NHS weekly. The Distributor has access to download the weekly PRIMAR CD content (Image) on the PRIMAR website at <http://www.primar.org/enc-download>. The Distributor will be informed via e-mail when the weekly CD content (Image) is published.

### **1.1.5 PRIMAR Online**

Our online services can be used instead of, or as a supplement to the ENC CD service. They are intended to facilitate automated processes, and provide flexible and efficient methods for ENC distribution.

Our available online services are as follows:

#### **PRIMAR online using the Chart Catalogue**

PRIMAR online is an integrated part of the PRIMAR Chart Catalogue for downloading of ENC's and permits. Supported media like memory stick or CD is used to transfer the ENC's into the ECDIS/ECS for updating the portfolio of ENC's.

#### **PRIMAR online using e-mail**

PRIMAR online e-mail notification is an independent web service for downloading of ENC's and permits. The customer will regularly receive an e-mail including a link to a web page where licensed ENC's and permits are available for download. Supported media like memory stick or CD is used to transfer the ENC's into the ECDIS/ECS for updating the portfolio of ENC's.

### **PRIMAR online using ECDIS**

ECDIS online is an internet-based service for maintaining a vessel's ENC portfolio. In this service the customer has functionality in its ECDIS/ECS to directly interface and download ENCs and permits from PRIMAR. Distributors or OEMs can contact PRIMAR to receive copies of relevant interface protocols. The protocols support deliveries using http and e-mail communication.

#### **1.1.6 PRIMAR Web Chart Service**

PRIMAR offers two Web Chart Service options to ensure that the Distributor can utilize the one most suitable for his need.

The PRIMAR Web Chart Service uses the internet to deliver chart images derived from the content of updated ENCs made available by ENC providers. This service generates an actual image of the geographic information, and sends it as images directly to the end user's mapping application. Any application or web browser supporting the web map service (WMS) standard can easily access and use the service. The web chart service is not for navigation, but for viewing ENCs on web and in GIS applications without an ECDIS or ECS.

##### ***Option 1: PRIMAR Web Chart Service - Based on ENC Licence***

Upon purchasing an ENC licence in the PRIMAR Chart Catalogue, the Distributor can select to utilize the ENC on up to 5 (five) specified hardware systems per registered End-User location on the End-Users vessel or defined shore site. Certain ENC providers have other Web Chart Service terms of use and Web Chart Service exceptions, all of which are listed in the PRIMAR Pricing Appendix.

##### ***Option 2: PRIMAR Web Chart Service - Unlimited***

A Web Chart Service license purchased through the PRIMAR Chart Catalogue can be utilized within one End-User organisation, irrespective of the location and number of end-users within the End-User organisation. If the Distributor incorporates the Web Chart Service into a public website or portal which is open for users outside of the organisation, a separate licensing agreement with the NHS is required. This PRIMAR Web Chart Service option is offered under special terms and prices as set out in Appendix 5 of this Agreement and prices are listed in the PRIMAR Pricing Appendix specified by the ENC providers which offer their data for Web Chart use.

#### **1.1.7 PRIMAR Pay-As-You-Sail (PAYS)**

The approval of the Distributor's proprietary PAYS service allows PRIMAR ENC data which are approved for PAYS to be passively installed on a navigation system. The data can be freely viewed and accessed for planning purposes and the user will have immediate access to additional ENC coverage in case of re-routing due to operational or contingency purposes.

Appendix 4 of this Agreement defines the requirements, terms and conditions towards a Distributor wishing to develop an innovative PAYS ENC distribution service.

### **1.1.8 PRIMAR Update Tracker (PUT)**

The PRIMAR Update Tracker (PUT) increases the user's ENC update familiarization, allowing him to step through the updates and changes in his active chart folio. Such a visualization of the ENC update will contribute to improve the user's situational awareness either for navigation or planning purpose. The user may also find it useful if he wishes to become more familiar with the waters he frequently operates in.

By using the PRIMAR Update Tracker (PUT) the user can see the changes in the ENC content from an earlier state.

- Easy access
- Web based
- Allows the timeline selection and comparison of the ENC content
- ENC update information displayed in both text and graphic format on the chart

The PRIMAR Update Tracker (PUT) is available to distributors and users with a valid PRIMAR ENC subscription. PRIMAR distributors will also be able to implement PUT in their B2B interface. The user needs only to be identified with a valid ENC subscription registered with PRIMAR.

### **1.1.9 PRIMAR Support Service**

The PRIMAR helpdesk provides the Distributor with 1<sup>st</sup> line support over the telephone and e-mail between 09.00 and 14.30 CET on Norwegian working days (Monday-Friday, excluding national holidays). The PRIMAR helpdesk can be contacted via the Phone: +47 51 93 95 00 or via E-Mail: [support@primar.org](mailto:support@primar.org).

All incidents are registered by the helpdesk and will be handled by the 1<sup>st</sup> line support and will be responded to as soon as reasonably possible (no later than three working days). The Distributor is required to provide the PRIMAR helpdesk with any information required to enable the solving of an incident. If necessary, incidents are either escalated to 2<sup>nd</sup> line support or transferred to problem management for further examination.

### **1.1.10 Consultancy Services**

If the Distributor requires any services, configuration, adaption or functionality which is not part of the standard PRIMAR ENC Service as described in Section 1 of this Appendix, the Distributor may ask for a Variation (see Clause 17 of the PRIMAR Distributor Agreement). Any Variation will be deemed as Consultancy Services and will be charged in accordance with the PRIMAR Pricing Appendix.

## **2 PRICING**

### **2.1 ENC pricing**

1. All applicable ENC wholesale prices and other pricing terms are set out in the PRIMAR Pricing Appendix of this Agreement.
2. The PRIMAR Pricing Appendix will be amended and distributed with a 2 (two) months notice when necessary in order to reflect any changes in ENC prices or any new Services which may be introduced.

## **3 TERMS OF USE**

1. ENCs from the PRIMAR ENC Service shall not be used after the license expiry date.
2. Automatically renewal of ENCs is set as default OFF. The distributor has the option to set the auto renewal to ON. An auto renewal notification e-mail will be issued 30 days before the expiry date. The ENCs will be automatically renewed 14 days before the expiry date. Please see the Operational Handbook and the PRIMAR Chart Catalogue User Manual for more detailed information.
3. Auto renewal is not applicable for the subscription options PAYS and DEMO licenses.
4. A PAYS subscription is not available for land based End-Users.
5. In addition to the standard ENC terms and conditions set out in this Agreement and its Appendixes, certain ENC providers have special terms and conditions for the use of their ENCs which the Distributor has the responsibility to accept in their entirety, in addition to ensuring that relevant provisions are flowed down and accepted by the Distributor's End-Users. These special terms and conditions are set out in the relevant ENC provider's End-User Licence Agreement (EULA) which is made available by PRIMAR on behalf of an ENC provider nation.
  - a. All applicable EULA's can be found at the Distributor's My Page following a secure login via the PRIMAR Portal on the PRIMAR website.
  - b. Distributors will be notified of new or amended ENC provider nations EULA's via the Distributor's My Page area of the PRIMAR website and by email notification.
  - c. Distributors will be notified of new or amended ENC provider nations EULA's via the Distributor's My Page and by e-mail notification.

### **6. Number of "seats" per license**

The Distributors End-Users are allowed unlimited display screens within a single End-User license. These screens must be a part of a single vessel's navigation and/or operational system.

A maximum of 5 (five) “seats” per license are allowed for shore based installations within a single user license.

#### Exceptions

Singapore and Japan ENC's are allowed to be used on maximum 2 (two) systems, Malacca & Singapore Straits (MSS) and Hong Kong Pearl River Delta ENC's are allowed to be use on 3 (three) systems. Canada (CA) ENC's are allowed to be used on 6 (six) systems. Great Britain (GB), Hong Kong Pearl River Delta and Canada (CA) ENC's have special terms as set out in the specific EULA's available on the PRIMAR Portal.

7. The Distributors End-Users are only allowed to use PRIMAR ENC's as Web Chart Service on up to 5 (five) specified hardware systems per registered End-User located on the End-Users vessel or defined shore site, with the exception of Singapore and Malacca & Singapore Straits (MSS) ENC's which are allowed to use on maximum 2 (two) systems. Hong Kong Pearl River Delta ENC's are allowed to be use on 3 (three) systems. Canada (CA) ENC's are allowed to be used on 6 (six) systems.
8. Great Britain (GB) Hong Kong Pearl River Delta and Canada (CA) ENC's also have restrictions as set out in their EULA which can be found at the Distributor's My Page following a secure login via the PRIMAR Portal on the PRIMAR website.
9. Denmark (DK) and Hong Kong Pearl River Delta (GN, C2, C3) ENC's are not allowed for Web Chart use. ENC as Web Chart Service is not for navigation.

### **3.1 Order Cancellation**

1. Should it be necessary to cancel an order for some reason, a distributor is free to cancel the order within 10 (ten) days after purchasing.
2. A distributor may carry out 10 (ten) order cancellations over a period of 30 (thirty) days. After this credits will not be made for any orders which for some reason should have been misplaced.
3. For Japan, and Malacca & Singapore Straits (MSS) ENC's cancellation is not permitted once an order has been placed.
4. Cancellations for orders containing IC-ENC data are restricted. PRIMAR must handle these cancellations manually in each case. A distributor that needs to cancel an order with IC-ENC data must contact PRIMAR.
5. Order cancellation is not applicable for PAYS orders.

## **4 REPORTING**

There are two options for the Distributor to report orders/sales to PRIMAR;

### **1. PRIMAR Chart Catalogue**

All orders and sales registered by using the PRIMAR Chart Catalogue are automatically reported to PRIMAR in real time.



## **2. PRIMAR B2B**

The distributor must report all sales using the [B2B](#) (business to business) interface as published on the website of ECC (technical operator of the PRIMAR ENC service).

The distributor must report all ENC orders to PRIMAR in real time i.e. within 24 (twenty-four) hours of placing the order.

Any issue or query with sales reporting or the B2B interface shall be communicated to: [sales@primar.org](mailto:sales@primar.org)

## **5 SPECIAL TERMS**

### **5.1 Distributor Requirements**

The Distributor confirms that he fulfills the requirements below, which are a condition upon which the non-exclusive PRIMAR ENC Service license grant is provided. If the NHS reasonably believes that the Distributor does not comply with the requirements below, the NHS is entitled to terminate this Agreement as set out in Clause 20 of the PRIMAR Distributor Agreement.

The Distributor has;

- a) Personnel, processes and systems to handle marketing, sales, customer support and invoicing in relation to the provision of the PRIMAR ENC Service for End-Users.
- b) Financial strength and ability to, if requested, provide on demand payment guarantee issued by an international accredited bank.
- c) A system and adequate resources for making timely payments as described in this Agreement.
- d) The ability to communicate clearly in English.
- e) Demonstrable knowledge of regulations, standards, and provision of navigational products to the shipping industry.
- f) Mechanisms and technology to interface with the PRIMAR ENC Service described in the relevant and applicable Appendix(s) of this Agreement.
- g) Financial robustness with positive equity share and audited accounts, in accordance with the International Accounts Standard.
- h) No current relevant legal or contractual disputes.

## **5.2 Responsibilities of the parties**

### **5.2.1 The NHS responsibilities:**

- a) The NHS shall deliver an ENC ordering and customer management tool (the PRIMAR Chart Catalogue)
- b) The NHS is responsible for delivering up to date ENCs
- c) The NHS shall provide a weekly ENC updating service
- d) The NHS shall supply the Distributor with the PRIMAR Identity Program
- e) The NHS shall provide support as set out in section 1.1.8 in this Appendix.
- f) The NHS shall endeavour to notify all changes, within 2 (two) months, to the PRIMAR ENC Service which the NHS reasonably believes might affect the Distributors own business systems. The NHS shall use all reasonable endeavours to keep the Distributor informed of any system upgrade in the following manner:
  - I. The NHS shall inform the Distributor of an impending change / upgrade as soon as it reasonably becomes aware of it;
  - II. The NHS shall make all reasonable endeavours to minimize the impact on the Distributor's business during any change / upgrade; and
  - III. Where an emergency change / upgrade is required, the NHS shall advise the Distributor of the implementation date and make the software available to the Distributor's test environment (if available) as soon as the information and software is available
- g) The NHS shall advise the Distributor of any planned downtime of the PRIMAR ENC Service in case of planned maintenance
- h) The NHS will provide required logon tools to enable the Distributor to access the secure PRIMAR ENC Service

### **5.2.2 The Distributor responsibilities:**

- a) The Distributor shall deliver a weekly update of the PRIMAR ENC Service and ENCs to the End-Users
- b) The Distributor must perform quality checks before the distribution on all media containing the ENCs to the Distributors End-Users, to ensure that the content is identical to the weekly ENC updating service provided by the NHS to the Distributor.
- c) The Distributor is entitled to repackage the PRIMAR ENC Service if required in the provision of services to the Distributors End-Users. In this context, repackage shall be taken only to mean: (1) supply by the Distributor of the information contained in the PRIMAR ENC Service by alternative digital media or by form of electronic file transfer or (2) bundle of the PRIMAR ENC Service together with other data or services provided by suppliers other than the NHS, provided that it is clear to the End-Users if the other data or services are not ENCs.
- d) If the Distributor wishes to repackage the PRIMAR ENC Service, the Distributor will ensure the following:
  - I. The fundamental structure of the PRIMAR ENC Service is not in any way compromised.
  - II. The information contained in the PRIMAR ENC Service (e.g. the ENC cell and update data) is not corrupted or altered in any way.

- e) If the Distributor wishes to repackage the PRIMAR ENC Service in a way that is not defined above, the Distributor must seek the NHS's prior written approval.
- f) The Distributor shall ensure that branding and labelling of the PRIMAR ENC Service is in accordance with the PRIMAR Identity Program.
- g) The Distributor will notify the NHS as soon as it becomes aware of any unauthorized use, or suspected unauthorized use, of the PRIMAR ENC Service and provide the NHS with assistance in relation to this where appropriate.
- h) The Distributor will ensure that the Distributor's own business systems at all times are up to date to enable the provision of the PRIMAR ENC Service.
- i) The Distributor will meet with the NHS or its subcontractors at the NHS's request, to discuss details of any matters concerning this Agreement. The costs involved with such meetings will be agreed upon in advance.
- j) The Distributor should identify when additional training in the PRIMAR ENC Service is needed to fulfil the requirements set out in Section 4 of this Appendix and notify the NHS accordingly. The NHS reserves the right to offer further training at its discretion.
- k) Ensure that the Distributor's own staff and the Distributors Sub-Distributors are:
  - I. adequately trained in the use and application of the PRIMAR ENC Service
  - II. familiar and up to date with the systems available on which the PRIMAR ENC Service can be used
  - III. informed promptly about changes, enhancements and updates to the PRIMAR ENC Service
- l) The Distributor acknowledges that it is responsible for complying with local laws and regulations of the jurisdiction in which it uses the ENC's and the PRIMAR ENC Service. The ENC's should not be accessed or imported in any jurisdiction where for any reason the use or availability of the ENC's or PRIMAR ENC Service is prohibited. PRIMAR does not represent that the ENC's comply with laws in all jurisdictions.
- m) The Distributor undertakes
  - a. To include the copyright notice of PRIMAR on all entire and partial copies of the ENC's in any form;
  - b. To supervise and control use of the ENC's to ensure that the ENC's are being used by authorised End-Users or employees in accordance with the terms of the ENC licence
  - c. Not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the ENC's
  - d. Not to copy the ENC's nor sell, hire out, sub-license, re-supply or in any way transfer the ENC's to any third party other than the End-User;
  - e. Not to re bundle or repackage any or all elements of the ENC's in any way
- n) The Distributor shall ensure that its contracts with End-Users place duties on the End-Users which are consistent with, and reflect the terms of this agreement.
- o) The Distributor shall ensure that the End-User diligently carries out its duties and does not undertake any activity which misrepresents the ENC's within the PRIMAR ENC Service or which is otherwise detrimental to the interests of safety at life at set or the reputation of PRIMAR or its ENC supplier nations.