

The following Terms apply to the provision of development services to Carnival plc, with a place of business at Carnival House, 100 Harbour Parade, Southampton SO15 1ST and trading as any of Carnival UK, P&O Cruises or Cunard Line ("Carnival") and, unless expressly agreed in writing by Carnival, shall take precedence over any terms and conditions or other form of contract that might be submitted by Provider, regardless of the time of submission.

1. INTERPRETATION

In these Terms the following terms shall have the meanings given below:-

"Acceptance" means final acceptance of the Deliverables following the earlier to occur of either successful acceptance testing (including, in the case of software user acceptance testing) in accordance with the procedure set out in the applicable Order or the use by Carnival of the Deliverables for commercial or other business purposes.

"Carnival Materials" means the final work product created by Provider for Carnival pursuant to the Services and all reports, data, designs, programs and other items created specifically for Carnival and all materials acquired or created by Provider or on Provider's behalf for Carnival in relation to the performance of the Services by Provider, but excluding the Provider Materials;

"Charges" means the sums detailed in the applicable Order and payable to Provider by Carnival in accordance with these Terms;

"Commencement Date" means the date for commencement of the Services as specified in the applicable Order;

"Confidential Information" means in relation to either party all business, technical, marketing and financial information, data and computer programs whether marked as confidential, or not;

"Deliverables" means the Carnival Materials and the Provider Materials;

"Force Majeure" means anything affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control;

"Order" means a purchase order for Services issued by Carnival and incorporating these Terms and the final proposal for the Services as agreed by Carnival;

"Provider Materials" means all methodologies, processes, software, designs, data, tools and other items which were developed, licensed to or owned by Provider prior to the commencement of the Services, or which Provider develops independently at its own cost during the course of performance of the Services and which are incorporated in or used to produce the work product delivered by Provider to Carnival hereunder;

"Provider" means a party appointed by Carnival to provide Services in accordance with these Terms; and

"Services" means the development services detailed in the applicable Order to be carried out by Provider in accordance with the provisions of these Terms.

2. ENTIRE AGREEMENT

These Terms along with any Order that is subject to them and any documents referred to herein or in such Order constitute the entire agreement between Carnival and Provider in respect of the provision of the Services, and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof and any terms and conditions of Provider, whenever delivered. Notwithstanding the foregoing, Provider shall be bound by Carnival's reasonable additional operational instructions from time to time in relation to the performance of the Services. For the avoidance of doubt these Terms shall take precedence over any terms and conditions contained in a proposal submitted by Provider and incorporated in an Order unless and to the extent that the contrary it is expressly agreed in writing by Carnival.

3. DELIVERY, QUALITY OF SERVICE AND WARRANTY

3.1 Provider warrants that the Services will be performed with all due skill, care and diligence by appropriately qualified and trained personnel and to such high standard of quality as it is reasonable for Carnival to expect from a fully qualified and experienced provider of the Services in accordance with the provisions of the applicable Order and Carnival's instructions from time to time including any applicable Carnival policies as notified to Provider from time to time.

3.2 Provider shall perform the Services in accordance with any timetables set out in the applicable Order. Other than where such delay is caused by any act or omission on the part of Carnival, should Provider fail to perform the Services in accordance with such timetables then, without prejudice to any other remedy that might be available to Carnival, Provider shall pay to Carnival a sum by way of liquidated damages calculated at a value of 1 percent of the total Charges for each day of delay, up to a maximum of 10 percent of the total Charges. Carnival may set-off any liquidated damages payable under this clause 3.2 against payment of the Charges.

3.3 Provider warrants that the Deliverables will be substantially and materially free from any defects and will perform in accordance with any specification set out in an Order, in addition to any published specification. Provider agrees to fix any failure by a Deliverable to satisfy the foregoing standard and to work diligently and expeditiously until such a fix has been completed or an alternative solution provided for a period of 90 days from Acceptance.

4. CHARGES AND PAYMENT

In consideration of the proper performance of the Services, Carnival shall pay the Charges to Provider in accordance with the payment schedule set out in the applicable Order. Carnival shall pay the Charges within 60 days net of the date of Provider's valid invoice for the same, save that payment may be withheld until Acceptance of the applicable Deliverable where the same has not occurred in accordance with the schedule established for the same. In the event of a bona fide dispute concerning the Charges or any part of them, Carnival may pay the undisputed portion in accordance with the foregoing terms and any agreed balance upon resolution of such dispute.

5. OWNERSHIP OF MATERIALS

The Carnival Materials shall be the exclusive property of Carnival and the Provider Materials shall remain or become the property of Provider. Provider hereby grants to Carnival a non-exclusive, non-transferable, royalty-free license to use, copy, operate, process and modify the Provider Materials solely for use in connection with the Carnival Materials.

6. LIABILITY AND INDEMNITIES

6.1 Provider warrants that none of the Deliverables will infringe or misappropriate any intellectual property right, trade secret or other proprietary right of any third party. If notified promptly in writing of a claim that a Deliverable infringes or misappropriates any intellectual property right, trade secret or other proprietary right of any third party, Provider shall indemnify and hold Carnival and its officers, directors and employees harmless against all costs, damages, losses and expenses

(including reasonable legal fees) arising from such claim. Carnival shall cooperate reasonably with Provider in the defence, settlement or compromise of any such claim.

6.2 Without prejudice to Carnival's obligation to pay the Charges, and subject to clause 6.3, Carnival's total liability arising from or in connection with an Order that is subject to these Terms (whether arising in contract, tort or in any other manner) shall be limited with respect to any one event or series of events to a sum equal to the Charges.

6.3 Neither party shall have any liability to the other for any indirect, special or consequential loss or for any loss of profit. Nothing in these Terms shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence or for damage or liability incurred as a result of fraud or fraudulent misrepresentation.

7. CONFIDENTIAL INFORMATION

7.1 Neither party shall disclose to any third party any Confidential Information which it receives from the other in relation to the performance of the Services by Provider without the other party's prior written consent, and will only use such Confidential Information for the purposes of fulfilling its obligations under an Order that is subject to these Terms. Each party shall only disclose the Confidential Information to those of its employees and officers who have a need to know it for the purpose of performing these Terms, provided that such employees and officers are themselves subject to an express duty of confidentiality.

7.2 For the avoidance of doubt, the obligations contained in clause 7.1 shall not extend to any Confidential Information which (i) the recipient can demonstrate was already known to it; (ii) becomes known or generally available to the public (other than by act of the recipient) subsequent to its disclosure; (iii) is disclosed or made available in writing to the recipient by a third party having a bona fide right to do so and without similar confidentiality obligations; (iv) is independently developed by the recipient; or (v) is required to be disclosed by process of law or by a government regulator, stock exchange or similar entity.

8. COMPLIANCE WITH LAWS AND ANTI-CORRUPTION

8.1 Provider shall comply with all applicable laws and regulatory requirements in all relevant jurisdictions in connection with the performance of the Services. In particular, if Provider is processing personal data (within the meaning of the Data Protection Act 1998) on behalf of Carnival it will comply fully with the provisions of the Data Protection Act 1998 and undertakes to enter into Carnival's Data Processor Agreement if requested.

8.2 Provider represents, warrants, and covenants that it has not and will not take any action that would cause Carnival, its personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the US Foreign Corrupt Practices Act ("FCPA"), US commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.

9. TERMINATION

9.1 Carnival may terminate the provision of the Services at any time prior to their scheduled completion date by giving notice in writing to Provider whereupon it shall reimburse Provider for any pre-agreed and verifiable wasted costs in relation to such early termination.

9.2 Either party may terminate the provision of the Services forthwith by giving notice in writing to the other party if the other party is (i) in default of any obligation under these Terms and, if the default is capable of remedy, shall have failed to remedy the default within thirty (30) days of written notice requiring the same; (ii) repeatedly breaches any of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the parties' agreement; or (iii) convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

9.3 Termination of the provision of the Services for any reason shall not affect any accrued rights or liabilities of either party nor shall it affect the continuation in force of any provisions of these Terms which are expressly or impliedly intended to continue in force after such termination.

10. STATUS OF PROVIDER

10.1 Provider is an independent contractor. Provider shall not be the agent, servant, or employee of Carnival and Provider will not hold itself out as such.

10.2 Provider shall be fully responsible for and shall indemnify Carnival for and in respect of: any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.

11. FORCE MAJEURE

Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever due to Force Majeure. Notwithstanding the foregoing, each party shall use reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure. If the Force Majeure prevails for a continuous period in excess of one month, the non-claiming party shall be entitled to terminate the provision of the Services immediately by giving notice in writing to the other party.

12. TRANSFER

Provider may not assign, subcontract or transfer its obligations under an Order, or any part, share or interest in it, without the written consent of Carnival. These Terms and all rights under them may be assigned or transferred by Carnival.

13. SERVICE OF NOTICES

All notices or instructions to be given under the terms of these Terms shall be in writing, correctly addressed and served by sending the same to the relevant party at the address set forth in the applicable Order unless either party notifies the other in writing of a new address.

14. AMENDMENTS TO AGREEMENT

These Terms shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of Carnival and by a duly authorised representative of Provider.

15. SEVERABILITY AND WAIVER

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect. The failure of either party to insist upon strict performance of any provision of these Terms, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof.

16. LAW AND JURISDICTION

These Terms shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

None of the provisions of these Terms are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party on an Order.

18. INSURANCE

During the term of each Order, Provider shall maintain, with reputable insurers, sufficient insurance coverage to ensure that Provider is able to meet all its obligations to Carnival and any third party which may arise out of each Order.

19. BUSINESS PARTNER CODE OF CONDUCT

Provider acknowledges that Carnival has established a Business Partner Code of Conduct that can be found at <http://phx.corporate-ir.net/phoenix.zhtml?c=140690&p=irol-govconduct>.