

END USER LICENSE AGREEMENT

This Insight Genesis End User License Agreement (the “**EULA**”) is a legal agreement between you (“**Customer**” “**you**” or “**your**”) and Navico Inc. (“**Company**”, “**we**”, “**us**” or “**our**”) regarding your installation and use of the Company’s proprietary Insight Genesis service including, but not limited to, the free subscription and the other features that may be made available to Customer in accordance with the terms of its Insight Genesis subscription (the “**Service**”). Your use of the Service is subject to the terms of this EULA, as well as the Insight Genesis Terms of Use located at <http://www.gofreemarine.com/support/Policies> which are incorporated herein by reference. The EULA and the Insight Genesis Terms of Use will be referred to herein as the “**Agreement.**” In the event of a conflict between the EULA and the Insight Genesis Terms of Use, the EULA will control.

BY CLICKING “ACCEPT” OR BY INSTALLING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, YOU SHOULD NOT INSTALL OR USE THE SERVICE.

- 1. Grant of License.** Subject to the terms of the Agreement, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable (as stated below), license to install and use the Service.
- 2. Restrictions.** Customer may not, and may not permit or assist others to: (a) rent, lease, sell, sublicense, loan, time-share, or otherwise transfer or distribute the Service or any data collected through Customer’s use of the Service for any commercial purpose, or (b) remove, alter or obscure the Company’s proprietary notices affixed to or contained in the Service.
- 3. Compliance with Laws and Regulations.** You agree that your use of the Service will comply with all applicable laws and regulations in the geographic location where you use the Service, including, without limitation, any laws or regulations regarding the collection and use of sonar data.
- 4. User I.D.’s.** You will create a unique user identification (“**User I.D.**”) and password which will enable you to access and use the Service. You may only access and use the Service using this User I.D. and password and you may not allow any third party to access the Service using your User I.D. and password. You shall be responsible for all activity occurring under your User I.D., shall maintain the confidentiality of your User I.D. and password and shall promptly notify Company of any actual or suspected unauthorized use of the Service. Company reserves the right to suspend or terminate any User I.D. which it determines may have been used for any unauthorized purpose.
- 5. Updates and Upgrades.** The price paid by Customer for the Service relates only to Customer’s access to and use of the Service, and not to any other products or services, including upgrades or technical support Company offers or may offer from time to time. Should Company, in its sole discretion, provide Customer with any modifications, upgrades, updates, and enhancements to or of the Service, any and all such modifications, upgrades, updates and enhancements shall constitute the “**Service**” under the Agreement and shall be subject to the terms and conditions set forth in the Agreement.
- 6. Support Services.** If you have any questions or problems in connection with your use of the Service, you may contact customer support during the hours of 8:30am and 4:45pm CST, except holidays, by phone at +1-918-438-8759 or by email at GoFreeSupport.amer@navico.com.
- 7. Copyright.** The Service and all proprietary and intellectual property rights in the Service are owned by Company or its suppliers or licensors and are protected by copyright laws and international treaty provisions in the United States and other overseas jurisdictions. Company hereby reserves all copyright, trademark, patent, trade secret and other intellectual property rights in and to the Service not expressly granted herein. The Service is licensed and not sold.

8. Termination. The Agreement and your rights hereunder, including all rights to use the Service, will immediately terminate without notice to if you breach any provision of the Agreement. Upon termination, you must immediately cease use of the Service. The provisions of Sections 9, 10, 11, 12 and 13 of this EULA shall survive the termination of this EULA for any reason.

9. NO WARRANTY REGARDING ACCURACY; WARNING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES OR GUARANTIES REGARDING THE ACCURACY OF ANY MAPS CREATED USING THE SERVICE. FREQUENCY NOISE AND OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, SPEED, POWER CABLES ON THE BOAT, POSITIONING OF TRANSDUCER AND WEATHER CAN AFFECT THE ABILITY OF THE SERVICE TO ACCURATELY RECORD THE RAW SONAR DATA TRANSMITTED ON CUSTOMER'S BOAT. MAP OUTPUT CAN ALSO BE AFFECTED BY CUSTOMER'S DATA COLLECTION TECHNIQUE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE FOR INACCURACIES AND POOR PERFORMANCE OF THE SERVICE AS A RESULT OF THESE FACTORS OR ANY OTHER CIRCUMSTANCE THAT IS NOT WITHIN THE COMPANY'S CONTROL.

IN ADDITION, ALL NAVIGATION AIDS ARE SUBJECT TO INACCURACIES AND DISCREPANCIES. CUSTOMER SHOULD NOT RELY ON THE SERVICE AS ITS SINGLE NAVIGATION AID IN CONNECTION WITH NAVIGATING ITS VESSEL. CUSTOMER SHOULD OBTAIN NAVIGATION INFORMATION FROM ADDITIONAL SOURCES, AND CROSS-CHECK ALL INFORMATION FOR ANY INACCURACIES OR DISCREPANCIES WHEN CUSTOMER MAKES ANY DETERMINATION REGARDING ITS VESSEL'S POSITION, COURSE, SPEED AND INTENDED TRACK.

10. DISCLAIMER OF WARRANTIES. THE SERVICE IS LICENSED TO CUSTOMER "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS AND LICENSORS, AS APPLICABLE, DISCLAIM ALL WARRANTIES AS TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS SUPPLIERS NOR LICENSORS, AS APPLICABLE, WARRANT THAT THE SERVICE OR THE USE THEREOF WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIALS ACCESSIBLE FROM OR RELATED TO THE SERVICE ARE OR WILL BE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL CONTENT. EXCEPT IN RESPECT OF TERMS OR WARRANTIES THAT CANNOT BE LAWFULLY EXCLUDED, CUSTOMER WILL NOT HOLD THE COMPANY LIABLE FOR, AND AGREES TO ASSUME ALL RESPONSIBILITY FOR, ANY FAILURE OF THE SERVICE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, OR FOR ANY DAMAGE THAT RESULTS FROM CUSTOMER'S DOWNLOADING, REPRODUCING, INSTALLING OR USING THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO CUSTOMER'S COMPUTERS, NETWORK OR SYSTEMS. COMPANY'S SUPPLIERS AND LICENSORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS DISCLAIMER OF WARRANTIES. SOME JURISDICTIONS RESTRICT DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT FULLY APPLY TO CUSTOMER.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ITS SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED \$100. THE PARTIES AGREE THAT THIS LIMITATION ON DAMAGES REPRESENTS A REASONABLE ALLOCATION OF RISK. COMPANY'S SUPPLIERS AND LICENSORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS LIMITATION ON DAMAGES.

WHERE APPLICABLE LAWS DO NOT ALLOW WARRANTIES OR TERMS TO BE EXCLUDED OR LIABILITY TO BE LIMITED, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY AND THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS. NONE OF THE EXCLUSIONS OR LIMITATIONS IN THIS AGREEMENT WILL HAVE THE EFFECT OF LIMITING OR EXCLUDING ANY LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

12. Indemnification. Customer agrees to defend, indemnify and hold harmless the Company and its directors, officers, employees, agents, representatives, licensors, suppliers, services providers, affiliates, parents, subsidiaries and other contractors from and against any and all claims, actions, demands, causes of action and other proceedings arising out of or relating to: (a) Customer's use of the Service other than as permitted hereunder; or (b) Customer's breach of the Agreement (collectively "Claims"). The Company will have the right to participate through counsel of its choice in any defense by Customer of any Claim. Customer may not settle any Claim without the prior written consent of the Company. Customer also agrees to pay all of the Company's reasonable costs and attorneys' fees relating to any successful legal action taken against Customer in connection with a suspected breach of the Agreement.

13. Governing Law and Jurisdiction. The Agreement and any disputes relating hereto are governed by the laws of the State of Oklahoma without regard to principles of conflicts of laws, and by using the Service, you consent to the exclusive jurisdiction of the state and federal courts in Tulsa, Oklahoma for resolution of any disputes relating to the Agreement and/or the Service and waive any objection thereto.

14. Export Restrictions. Customer may not export or re-export the Service: (a) into, or to a national or resident of, any country to which the United States has embargoed goods; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By installing or using the Service, Customer is representing and warranting that Customer is not located in, under the control of, or a national or resident of, any such country or on any such list.