

END USER LICENSE AGREEMENT

EFFECTIVE AS OF: JUNE 1, 2017

This End User License Agreement (“EULA”) is a legal agreement between you (“Customer” “you” or “your”) and Digital Marine Solutions Holding AS, through its subsidiaries, including but not limited to C-MAP Norway AS, C-MAP USA Inc., C-MAP Australia Pty. Ltd., C-MAP Poland SP.z.o.o., C-MAP Italy S.r.l., C-MAP India Private Limited, C-MAP Greece MEPE, C-MAP Japan K.K., C-MAP Germany GmbH, and Cruise L.I.c. (collectively, “Company”, “we”, “us” or “our”). Company is the provider and operator of the websites gofreemarine.com, GenesisMaps.com, BioBaseMaps.com and gofreeshop.com (referred to collectively as the “Sites” or “GoFree Shop”). This EULA applies when you use any DMS product or service, or access, install or use the Site or any of the products and services that we offer through the GoFree Shop, including without limitation our proprietary C-Map Genesis technology, GoFree Vessel, GoFree Telematics, GoFree Hooked, GoFree Link, BioBase and Insight Planner (the Site and these products and services are referred to in this EULA as the “Service”). Your use of the Service is subject to the terms of this EULA, as well as the Terms of Use located at http://www.genesismaps.com/Media/Terms_of_Use-CMAP_Genesis.pdf, which are incorporated herein by reference. This EULA and the Terms of Use are referred to herein as the “Agreement.” In the event of a conflict between this EULA and the Terms of Use, this EULA will control.

BY CLICKING “ACCEPT” OR BY ACCESSING, INSTALLING OR USING THE SERVICE (OR ANY PART THEREOF), 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 ACCESS, 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 Account.** To access and use the Service, you must create a user account with a unique user I.D. and password (“User Account”). You shall only access and use the Service using your User Account, and you shall not allow any third party to access the Service using your User Account. You are responsible for all activity occurring under your User Account. You shall maintain the confidentiality of your user I.D. and password and promptly notify Company of any actual or suspected unauthorized use of the Service. Company, in its sole discretion, reserves the right to suspend or terminate any User Account that 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. If Company, in its sole discretion, provides Customer with any modifications, upgrades, updates or enhancements to the Service, any and all such modifications, upgrades, updates and enhancements shall constitute the “Service” under the Agreement and shall be subject to the Agreement.

6. 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 reserves all copyright, trademark, patent, trade secret and other intellectual property rights in and to the Service not expressly granted herein.

7. Termination. The Agreement and your rights under the Agreement, including the right to use the Service, will immediately terminate without notice upon your breach of any provision of the Agreement. Upon termination, you shall immediately stop use of the Service. The provisions of the Agreement that by their nature are intended to survive termination or expiration of the Agreement shall so survive.

8. 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 THE SERVICE. FACTORS OUTSIDE THE CONTROL OF THE COMPANY MAY NEGATIVELY AFFECT THE CAPABILITIES AND OVERALL FUNCTION OF THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE FOR INACCURACIES AND POOR PERFORMANCE AS A RESULT OF FACTORS OUTSIDE THE CONTROL OF THE COMPANY

9. NAVIGATION AIDS. ALL NAVIGATION AIDS ARE SUBJECT TO INACCURACIES AND DISCREPANCIES. CUSTOMER SHOULD NOT SOLELY 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 POTENTIALLY HARMFUL CONTENT. EXCEPTING THE TERMS AND 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 THE COMPANY, ITS AFFILIATES OR ANY OF ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE, LOST DATA OR LOST SAVINGS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF OR IN ANY WAY CONNECTED WITH THE SERVICE, REGARDLESS OF

THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ITS AFFILIATES, OR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED ANY AMOUNT PAID BY YOU IN CONNECTION WITH SERVICE OR USD \$100, WHICHEVER IS GREATER. 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 you 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 to the Agreement are governed by the laws of the State of Oklahoma, USA, 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, USA, 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.

Support Services. If you have any questions about the provisions of this EULA 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 email at info.genesis@c-map.com