

## CI BioBase

**Terms and Conditions last modified: 5<sup>th</sup> April 2018**

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These Terms and Conditions of Use apply to the C-Map USA, Inc.'s web site located at [www.ciBioBase.com](http://www.ciBioBase.com), [www.BioBaseMaps.com](http://www.BioBaseMaps.com) and [www.biobase.com](http://www.biobase.com) (which may be used interchangeably in this Terms and Conditions document) and all associated sites linked to [www.ciBioBase.com](http://www.ciBioBase.com) by C-Map USA, Inc., its subsidiaries and affiliates. The site is the property of C-Map USA, Inc., and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

In order to use BioBaseMaps.com and any of its services, you must read this Agreement and indicate your acceptance during the registration process. If you do not understand these terms, please do not accept them. You must also agree to the collection, use and sharing of your information as set forth in the C-Map USA, Inc. Privacy Policy, which may be amended at any time by us in our discretion. We reserve the right to amend, change or remove terms and conditions, without notice, as we see fit. By accepting these terms and conditions, you agree to be obligated to make frequent checks for changes to this Agreement. Your continued use of the site constitutes acceptance of any revised, amended, changed, or removed terms of this Agreement. A modification to any clause(s) within these Terms and Conditions of Use must be agreed to in writing and signed by an agent of C-Map USA, Inc.,. Proposed modifications will be evaluated on a case by case basis of necessity.

### **Eligibility to Use Our Sites and Services**

Membership in the Service is void where prohibited. You must register with CIBioBase.com to maintain an account with us. You understand that CIBioBase.com may at any time, with or without notice and without limitation, cancel your membership, cancel any of your rights under these Terms and Conditions and erase any content that you may have posted, contingent on the terms of your Subscription Agreement or Purchase Order. If we suspect that you provided false, incorrect, misleading and/or inaccurate registration information, your membership may be also be canceled, your profile deleted, and any information that you published removed with or without notice and without limitation, according to the sole discretion of the CIBioBase.com and C-Map USA, Inc., . CIBioBase.com has been

provided exclusively for users and subscribers who are either eighteen (18) years of age and older, or a minor that has legal parental or guardian consent. By setting up your account with the site, you represent and warrant that you are over the age of 13 and that you agree to abide by all the terms and conditions of the Agreement. If you are under the age of 18, do not sign up for a membership account without the supervision of an adult.

### **Basic Function of the ciBioBase System**

EcoSound: Using a Lowrance™ brand SLG minimum data collection capable depth finder or other file format made available, Subscribers collect sonar and other acoustic data while on the water;

Once the data is uploaded to the BioBase System, the raw sonar data will be processed with custom algorithms and rendered back to the user in a private online account; and

User pays a subscription price to use the services in this System, and to access all uploaded data.

EcoSat: User requests a proposal for a specified area whereby C-Map USA, Inc and its affiliates commission a satellite imagery collection or sourcing company to provide the relevant satellite imagery. This imagery is processed through a custom algorithm to provide spatial data based on the unique reflection properties of vegetation and lake and sea bottoms. Distinct polygon objects with spatial properties are displayed in a private BioBase account, accessed through a BioBase dashboard.

### **BioBase Database**

C-Map USA, Inc. makes no guarantees on the completeness of its database for, among other items, shoreline and third party sat imagery. You agree that you have not relied on any statement or assumption that a certain lake that you wish survey, fish, or map is in the Database. The CIBioBase Database also does not have most rivers or Great Lakes. We will continue to push new updates to the Database but make no guarantees to completeness or accuracy. We can attempt to put any water body in this database.

### **Limits of SLG and SL2 file Compatible Electronics and Collection**

We use third party electronics for data collection, and data is collected by our users. C-Map USA, Inc. makes no guarantees as to the accuracy of its maps. Frequency noise and other occurrences, including but not limited to, speed, power cables on the boat, temps, positioning of transducer, the and weather can affect the ability for depth finder electronics to accurately record the raw sonar transmitted on the user's boat. This can result in a dropped or incomplete signal. C-Map USA, Inc. is not responsible for inaccuracies and poor performance as a result of this interference. Map output can be affected by data collection techniques or inaccuracies created by user collection. Operation of these electronics is also contingent on use of various settings and updates available from Lowrance. C-Map USA, Inc. is not responsible for any problems associated with data collection using a Lowrance™ Depth Finder.

### **CI BioBase System Participation**

Participation in the Program is subject to Contour's approval. C-Map USA, Inc. reserves the right to refuse participation to any applicant at any time in its sole discretion.

### **Subscription**

Your subscription and use of the Services is subject to these Terms of Use and is provided for your personal, non-commercial use. If you would like to use the System for commercial use as a Third Party Service Provider (TPSP), please contact us. Additional Terms and Conditions will apply to a Service Provider. We have made programs available for this type of use, but commercial use with our standard annual subscriptions is prohibited and will constitute a breach of these Terms.

The cost of the subscription shall be set by C-Map USA, Inc., and may change from time to time at C-Map USA, Inc.'s discretion. Each annual subscription shall last for a period for 365 days from the subscription purchase. No SLG files that pre-date or post-date the subscription period can be uploaded to Subscriber's account without the consent of C-Map USA, Inc.. By subscribing to the System and registering your payment details, you authorize C-Map USA, Inc. to charge the fixed upfront payment. Payment for the subscription Services is in advance, billed on an annual cycle starting on the day you subscribe to the BioBase System.

C-Map USA, Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the subscription Services (or any part thereof) with or without notice. Where C-Map USA, Inc. cancels the subscription Services due to no fault of yours and the Services do not resume, C-Map USA, Inc. will provide a pro-rated refund of any subscription fees which relate to any period of time after the cancellation.

Your subscription will expire on the date of expiry of your current subscription period. If you choose to cancel your subscription before the end of the period for which you paid a subscription fee, you will not receive a refund for the remaining period. Should you cancel before the end of your subscription period, you will not be refunded, rather your subscription will continue to be available for the remainder of the subscribed period.

Subscription prices are based on number of Lowrance' brand units and user IDs (data collectors) associated to each account. User IDs will be associated to a single Subscriber and the number of IDs will dictate the number of users that can collect and upload data under Subscriber's account. A unique ID must be purchased for each individual that collects and/or uploads data to a BioBase account. The number of IDs can be greater than the number of Units registered. Unlimited user and upload subscriptions are available upon request. Hardware units do not need to be purchased through C-Map USA, Inc., but each Unit used to collect data must be registered with a Subscriber's account. Because more data gatherers typically means more data uploaded to an account, an ID holder cannot upload data collected by another individual that does not have a unique ID registered to an account with C-Map USA, Inc.. Providing ID login information to a person not associated with a unique ID or uploading someone else's data is strictly prohibited and constitutes breach of these Terms of Use. Breach of this Agreement may result in suspension of access to your account and data at any time without refund.

### **Feature Development and Unsolicited Ideas**

C-Map USA, Inc. is devoted to innovation and developing features that we believe will benefit all our users. However, we do not accept custom or private development requests from individuals or entities funded with public money. C-Map USA, Inc. will not release details of future development features and all subscription costs paid are for current features and with no reliance on future development.

C-Map USA, Inc. and/or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works in any form to C-Map USA, Inc. or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when C-Map USA, Inc.' products, features, or marketing strategies might seem similar to ideas submitted to the same.

Please do not send us your ideas, but if you still submit them, the following terms shall apply to your submissions:

You agree that (1) your submissions and their contents will automatically become the property of C-Map USA, Inc., , without any compensation to you; (2) C-Map USA, Inc., may use or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation for C-Map USA, Inc. to review or even look at the submission; and (4) there is no obligation to keep any submissions confidential.

C-Map USA, Inc. does welcome your performance feedback regarding use of the BioBase System.

### **Content**

You shall be solely responsible for your own user uploads and submissions and the consequences of posting or publishing them. Information collected using an SLG compatible depth finder and uploaded to the C-Map USA, Inc. Servers is then displayed and only accessible in a user account. C-Map USA, Inc. does not retain your rights to your personal collective CI Track and will not distribute the same without the express written consent of Subscriber. The CI Track is defined as the collective line that connects each GPS coordinate for a single trip that is then uploaded to the servers of C-Map USA, Inc.. For all other data uploaded, whether raw or processed, exclusive of the collective Trip Path, to the servers of C-Map USA, Inc., and any other information posted by the account user, subject to any exclusions mentioned below, C-Map USA, Inc. reserves the right to modify or use this information in any way it deems necessary or useful including rights to aggregate all user collected data for commercial purposes. In addition, by uploading collected data and adding Trip information, you hereby grant C-Map USA, Inc., a worldwide, exclusive and transferable license to use, copy, organize, or prepare derivative works using data uploaded, including but not limited to samples, commercial map products, previews, and/or research and marketing materials.

Subject to limitations in these Terms and this section, Subscriber trips uploaded to the CI BioBase System and processed results can be used for any purpose. Data generated or produced by the BioBase System must retain all watermarks and/or BioBase logos. Any derivative works, data, reports, or map generation created using data processed in the BioBase System or using the export ready file generation function must include reference to BioBase, CIBioBase.com, and C-Map USA, Inc.

Subscriber may not grant the right for anyone other person or entity than C-Map USA, Inc., to use the products published using the BioBase System for commercial purposes. Subscriber may not release any data, raw or processed in any form, for commercial purposes. Even if Subscriber is a public entity, required by statute to release collected data to the public, no portion of any processed data can be

released for commercial purposes and no export ready files can be released for any purposes regardless of a policy regarding the same.

Raw data and other exports cannot be used in any third party tool that is hosted or cloud based (where a user logs into an account) and cannot be provided to an entity offering a similar service. You may not permit any third party to develop or maintain a database of your GIS, report analytics or other BioBase output or any export from your BioBase account.

Subscriber may use information on C-Map USA, Inc. products and services (such as mapping functions, GIS and GPS features, weather data, data sheets, export data reports, knowledge base articles, and similar materials) purposely made available by C-Map USA, Inc. for downloading from the site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, institutional, non-commercial, and public policy/decision making informational purpose, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

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### **EcoSat Partner Agreement**

By ordering, accepting, and viewing EcoSat output in your BioBase account you hereby agree to be bound by one or more of the following partner provider agreements depending on the product and resolution you select:

Digital Globe Group License - <https://www.digitalglobe.com/legal/group-license>

Airbus: <http://www.intelligence-airbusds.com/cgf/>

Pleiades [http://www.intelligence-airbusds.com/files/pmedia/public/r13117\\_9\\_eula-pleiades-vuk-](http://www.intelligence-airbusds.com/files/pmedia/public/r13117_9_eula-pleiades-vuk-)

European Space Agency Copernicus Sentinel Satellite

[https://sentinel.esa.int/documents/247904/690755/Sentinel\\_Data\\_Legal\\_Notice](https://sentinel.esa.int/documents/247904/690755/Sentinel_Data_Legal_Notice)

### **Upload to the BioBase System**

You agree that your use of the CI BioBase System shall be at your own risk, with the understanding that there are limitations to privacy and protection guarantees to digital content. C-Map USA, Inc. does not guarantee privacy or protection to your information.

### **C-Map USA, Inc.' Control of the Site and Services**

You acknowledge that CIBioBase.com is a service provider that has created the Sites and BioBase System to allow users to interact via the Site and perform automated data collection mapping.

### **Termination**

C-Map USA, Inc. may immediately terminate this Agreement, or cancel the BioBase Service, for any reason at any time, subject to Subscriber's Purchase Order. You may terminate this Agreement at any time by disabling your Account on the Site or providing notice to C-Map USA, Inc. Upon termination or expiration of this Agreement, Subscriber's right to participate in the CI BioBase System will automatically terminate. Any information previously uploaded will remain the property of C-Map USA, Inc. in accordance with these Terms.

### **Publicity**

You agree that C-Map USA, Inc. may use your name and logo in presentations, marketing materials, customer lists, financial reports, Web site listings of customers, Search Results Pages, and Referral Pages. You may not use C-Map USA, Inc.' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Features") without the express written consent of the

same. You may use the Brand Features in compliance with this Agreement and through the use of the CI widget by downloading the same and agreeing to its terms of use.

### **Privacy Policy**

Users must agree to the Privacy Policy of CIBioBase.com. The Privacy Policy is located on the homepage and must be agreed to when registering an account. The Privacy Policy is hereby incorporated by reference in these Terms and Conditions. You agree to the collection, use and sharing of your information as set forth in C-Map USA, Inc.' Privacy Policy, which may be amended at any time by us in our discretion. Additionally, by using the site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

### **Registration**

C-MAP USA, Inc., reserves the right to deny to you, and you may not use, a user name that is currently being used by another member. C-Map USA, Inc. reserves the right to cancel any registration or deny a registration to a user that is attempting to impersonate another user. CIBioBase.com also reserves the right to deny registration if a selected user name may be construed as another user's name, violates the intellectual property or other rights of any person, belongs to another person, is offensive, or any other reason at our discretion. You agree that user names are the property of C-Map USA, Inc., , and we reserve the right, in our sole discretion, to change, remove or replace any user name for any reason. It is important that you note that your user name may be viewed by the public, so you should choose a name based on this fact.

You agree that all information provided during the registration process (hereinafter referred to as "registration information") is true, accurate, current and complete. All registration data must be kept accurate by constant updates as your information changes. Registration data that we find to be or we believe for any reason to be inaccurate, false, or incomplete, C-Map USA, Inc., reserves the right to suspend or delete your account and refuse current or future use of CIBioBase.com.

During registration, you will be asked to select a password. It is the sole responsibility of the user to keep this password to access your account on CIBioBase.com secret. You may also not transfer your password to a third party. Should we suspect that a password has been transferred or an account accessed by a third party, CIBioBase.com reserves the right to freeze activity on said account pending proof of identity or other clarifying information. CIBioBase.com is not responsible for providing access to an account at any time. Our users accept responsibility for any and all activity that occurs on your account relating to your password. If we are immediately notified that someone has accessed your account without your consent, we will attempt to halt any further activity on said account. However, we are not liable for any loss or damage that occurs on your account as a result of this unauthorized use. If you forget your password, please use the "forgot password" link under the sign in box and follow the instructions. C-Map USA, Inc., does not have access to your password. C-Map USA, Inc. cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Your Conduct**

You are entirely responsible for any and all content or information that you post on CIBioBase.com. We may not monitor or screen the content on CIBioBase.com. CIBioBase.com and C-Map USA, Inc., is not liable for any content on our site or for any loss or damage of any kind that results from or indirectly from your use on our site.

As previously mentioned, we do not control all activity on our site. C-Map USA, Inc., does not monitor group or forum content. Not all links posted in forums are controlled or endorsed by CIBioBase.com. Please read the terms and conditions of any site you use outside of CIBioBase.com and you will be subject to other terms and conditions. You agree that CIBioBase.com is not responsible or liable for direct or indirect damages for any content, advertising, products, or other materials that you find by visiting other sites, even if you found the link on our site. You may not rely on any information provided by another member or site that happens to be found on CIBioBase.com. You agree that C-Map USA, Inc., is not liable for any damages as a result of your reliance. You join and view groups or the forum at your own risk and C-Map USA, Inc., makes no guarantees as to the appropriateness of any content within.

C-Map USA, Inc., assumes no responsibility for monitoring the site, forum, or any group on CIBioBase.com for public or private use, for inappropriate content or conduct. If at any time C-Map USA, Inc. chooses, in its sole discretion, to monitor the CIBioBase.com site or site performance, CIBioBase.com still assumes no responsibility for the content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the user submitting any such content.

You agree not use any deep-link, spider, page-scrape, robot or other automatic device, algorithm, program or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the site. You may not probe, scan or test the vulnerability of the site or any network connected to the site, nor breach the security or authentication measures on the site or any network connected to the site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the site, or any other customer of C-Map USA, Inc., including any Contour Innovation account not owned by you, to its source, or exploit the site or any service or information made available or offered by or through the site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the site.

You may not attempt to gain unauthorized access to any portion or feature of the site, or any other systems or networks connected to the site or to any C-Map USA, Inc. server, or to any of the services offered on or through the site, by hacking, phishing, password mining or any other illegitimate means. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or C-Map USA, Inc. systems or networks, or any systems or networks connected to the site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the site or any transaction being conducted on the site, or with any other person's use of the site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to C-Map USA, Inc. on or through the site or any service offered on or



through the site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the site or any content on the site for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of C-Map USA, Inc. or others.

You agree and acknowledge that you will not post any information that can be construed as unlawful, abusive, harmful, threatening, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. You also agree and acknowledge that you will not post any information that can be construed as potentially harmful to minors in any way, and will not impersonate any person or entity, including, but not limited to, an employee of C-Map USA, Inc., . You also agree not to solicit any other members of CIBioBase.com to become members of any online website. You agree not to post any content that may infringe on any third party's intellectual property rights including patents, trademarks, trade secrets, copyrights or any other proprietary rights of any party. You agree not to upload or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You agree not to disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing the services of CIBioBase.com. You also agree not to violate any applicable local, state, national or international law, intentionally or unintentionally. You also agree not to "harass" another member or user CIBioBase.com or store any information gathered on other members or users of the site.

#### **Links to Other Sites and to C-Map USA, Inc.**

From time to time, this site may contain links to other independent third-party Web sites. These third party sites are provided solely as a convenience to our visitors or may be posted by our members. Such third-party sites are not under C-Map USA, Inc.' control, and you agree that C-Map USA, Inc. is not responsible for and you understand that C-Map USA, Inc. does not endorse the content of such sites, including any information or materials contained on such sites linked by ContourInnovaitons.com. It is important that you make your own independent judgment regarding your interaction with these third party sites.

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CIBioBase.com and C-Map USA, Inc., abides by the Digital Millennium Copyright Act ("DMCA") 17 U.S.C. 512(c)(3). As a result, we respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on CIBioBase.com, any materials that violate any type of another party's intellectual property rights. Should our team find or be notified of an infringement on another's intellectual property right, we reserve the right to immediately remove said content or disable access to said content allegedly infringing. We also reserve the right to terminate a user's account if said user continually violates the Digital Millennium Copyright Act or any other intellectual property rights.

If you believe that your own copyrighted work, of which you can legally substantiate your intellectual property rights in a court of law, has been on this website [www.cibiobase.com](http://www.cibiobase.com), [www.CIBioBase.co](http://www.CIBioBase.co), in violation of your copyright, you may send a written communication as set forth in the DMCA that contains substantially the following information: (1) Your name, mailing and email addresses, and telephone number. (2) You must identify in sufficient detail the copyrighted work or intellectual property or list of that property that you claim has been infringed as well as the location on our site or user's account it is displayed on, so that we can locate the material. You must provide us with reasonably sufficient information to locate the alleged infringing material. (3) We must also receive the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf. (4) Also, include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law. Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf. Include. Send this notification to:

C-Map USA, Inc.,

Copyright Infringement Notification

ATTN: Copyright Agent

1229 Tyler Street NE #120

Minneapolis, MN 55413

Fax: Pending (Use physical address or email)

Email: info.biobase@c-map.com

If the requirements listed above are properly met and filed with C-Map USA, Inc., detailing the alleged infringement, we will remove or disable access to the allegedly infringing material and notify the alleged infringer of your claim. Said user or users will have the ability to file a response to your claim to request that we restore this material.

C-Map USA, Inc., will hold persons liable for damages, including court costs and attorney's fees in accordance with the DMCA and all other applicable laws, if you materially misrepresent that some content on CIBioBase.com is infringing on your copyrights or other intellectual property.

We will advise the alleged infringer of the statutory Counter Notification procedure provided in the DMCA. The alleged infringer may respond to your claim and request that we restore this material according to the following procedure only.

If you believe your own copyrighted material has been removed from our website and/or service as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) your name, snail and email address, and telephone number. (2) A statement that you agree to consent to the jurisdiction of the Federal District Court in which the service provider has personal jurisdiction to file and maintain a claim. (3) Identification of the material and location of said material before it was removed. (4) Please also provide a statement that you will accept service of process from a party or an agent that has filed the Notification and accused you of Copyright Infringement. (5) A statement under penalty of perjury that you have a good faith belief that said removed material was misidentified or mistakenly removed. (6) You must also include a physical or electronic signature.

Please send all of the above information as a Counter Notification to C-Map USA, Inc., at:

C-Map USA, Inc.,

Copyright Infringement Counter Notification

ATTN: Copyright Agent

1229 Tyler Street NE #120

Minneapolis, MN 55413

Fax: Pending (use physical address or email)

Email: info.biobase@c-map.com

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material within 14 business days after the date we receive your Counter Notification, unless we have received notice that an action has been filed in court related to the

material in question. C-Map USA, Inc., reserves the right to suspend restoration of said material until a claim in a court of law is resolved.

C-Map USA, Inc., will hold persons liable for damages, including court costs and attorney's fees in accordance with the DMCA and all other applicable laws, if you materially misrepresent that the removed content was misidentified or mistakenly removed.

For more info on copyright and other intellectual property, please contact us at [info.biobase@c-map.com](mailto:info.biobase@c-map.com).

### **Warranty Disclaimer**

THERE IS NO WARRANTY FOR THE SITE'S SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOUR USE OF CIBIOBASE.COM SHALL BE AT YOUR OWN RISK. THE USE OF CIBIOBASE.COM IS OFFERED "AS IS." CIBIOBASE.COM, C-Map USA, Inc., ITS DIRECTORS, MANAGERS, AGENTS, PARTNERS, AND EMPLOYEES DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SERVICE

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

C-Map USA, Inc. reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the site, or any portion of the site, for any reason; (2) to modify or change the site, or any portion of the site, and any applicable policies or terms; and (3) to interrupt the operation of the site, or any portion of the site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **Limitation of Liability**

Except where prohibited by law, in no event will C-Map USA, Inc. be liable to you for any indirect, exemplary, consequential, incidental or punitive damages, including lost profits, even if C-Map USA, Inc. has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, C-Map USA, Inc. is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the site or any Content, C-Map USA, Inc.' liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the site paid in the six months prior to the date of the initial claim made against C-Map USA, Inc. but not including the purchase price for any CI Device hardware or software products or any similar support program, or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

C-Map USA, Inc., makes no guarantees as to how C-Map USA, Inc. will operate. We do not warrant the content, accuracy of any information on the site, completeness of information, or non-infringement of any of your rights by CIBioBase.com or any of our users. Although we will attempt to monitor some content on our site, we do not warrant any quality or completeness of any content and information. We also do not warrant our search capabilities. C-Map USA, Inc., is not responsible for results from our search function that may locate the correct information or locate unintended and unwanted results.

## **Violation of These Terms of Use**

C-Map USA, Inc. may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) C-Map USA, Inc.' rights or property, or the rights or property of visitors to or users of the site, including the customers of C-Map USA, Inc.. We reserves the right at all times to disclose any information deemed necessary to comply with any applicable law, regulation, legal process or governmental request. C-Map USA, Inc. also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that C-Map USA, Inc. may preserve any transmittal or communication by you with C-Map USA, Inc. through the site or any service offered on or through the site, and may also disclose such data if required to do so by law or C-Map USA, Inc. determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms and Conditions, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of C-Map USA, Inc., its employees, users of or visitors to the site, and the public.

You agree that C-Map USA, Inc. may, in its sole discretion and without prior notice, terminate your access to the site and/or block your future access to the site if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the site. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to C-Map USA, Inc., for which monetary damages would be inadequate, and you consent to C-Map USA, Inc. obtaining any injunctive or equitable relief that C-Map USA, Inc. deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies C-Map USA, Inc. may have at law or in equity.

You agree that C-Map USA, Inc. may, in its sole discretion and without prior notice, terminate your access to the site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the site or any service offered on or through the site, or (4) unexpected technical issues or problems.

If C-Map USA, Inc. decides to take any legal action against you as a result of your violation of these Terms of Use, you agree to reimburse and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to C-Map USA, Inc.. You agree that C-Map USA, Inc. will not be liable to you or to any third party for termination of your access to the site as a result of any violation of these Terms and Conditions.

## **Additional Terms for Purchases**

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the site, including contests, promotions or other similar features, all of which terms are made a part of these Terms and Conditions by this reference. You agree to abide by such other terms

and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and Conditions and the terms posted for or applicable to a specific portion of the site or for any service offered on or through the site, the latter terms shall control with respect to your use of that portion of the site or the specific service.

C-Map USA, Inc.' obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this site should be construed to alter such agreements.

C-Map USA, Inc. may make changes to any products or services offered on the site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the site with respect to products and services may be out of date, and C-Map USA, Inc. makes no commitment to update the materials on the site with respect to such products and services.

The following terms also govern and apply to your use of the site, and they are incorporated herein by this reference:

Copyright Information

Software Piracy Prevention

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the site.

### **Governing Law and Dispute Resolution**

You agree that all matters relating to your access to or use of the site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Minnesota without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Minnesota, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between C-Map USA, Inc. and you arising out of or in connection with your use of the site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### **Void Where Prohibited**

C-Map USA, Inc. administers and operates the site from its location in Minneapolis, MN USA; other C-Map USA, Inc. sites may be administered and operated from various locations outside the United States. Although the site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. C-Map USA, Inc. reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the site is void where prohibited. If you choose to access the site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **Additional Miscellaneous Terms**

CIbioBase.com does not have an obligation, but reserves the right to monitor disputes between users of CIbioBase.com. Users have full obligation to handle any disputes that should arise on CIbioBase.com with other users of the site.

If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions, so that these Terms and Conditions shall remain in full force and effect. These Terms constitute the entire agreement between you and C-Map USA, Inc. with regard to your use of the site, and any and all other written or oral agreements or understandings previously existing between you and C-Map USA, Inc. with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with C-Map USA, Inc., C-Map USA, Inc. will not accept any counter-offers to these Terms and Conditions, and all such offers are hereby categorically rejected. C-Map USA, Inc.' failure to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by C-Map USA, Inc. of any provision or any right it has to enforce these Terms and Conditions, nor shall any course of conduct between C-Map USA, Inc. and you or any other party be deemed to modify any provision of these Terms and Conditions. These Terms and Conditions shall not be interpreted or construed to confer any rights or remedies on any third parties.

Your access may contain references or cross references to C-Map USA, Inc. products, programs and services that are not announced in your country. Such reference does not imply that C-Map USA, Inc. intends to announce such products, programs or services in your country.

### **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their respective directors, officers, agents, partners, contractors, and employees, harmless from and against any loss, liability, obligations, claims, damages, costs and expenses, demand, including but not limited to reasonable attorney's fees, or other costs arising out of or in connection from: (i) your use of ciBioBase.com or any service provided by C-Map USA, Inc., to make management or other decisions related to aquatic habitats and water quality; (ii) any content you post or share using the site; or (iii) your violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth.

### **Feedback and Information**

Any feedback you provide at this site shall be deemed to be non-confidential and C-Map USA, Inc. shall be free to use such information on an unrestricted basis.

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C-Map USA, Inc., , Minnesota, USA

### **Additional Terms of Use for Lake Service Providers**

In order to use ciBioBase.com as a Service Provider, you must read this Agreement and indicate your acceptance during the registration process as an additional step to the subscription based account. If you do not understand these terms, please do not accept them. We reserve the right to amend, change or remove terms and conditions, without notice, as we see fit. By accepting these terms and conditions, you agree to be obligated to make frequent checks for changes to this Agreement. Your continued use of the site constitutes acceptance of any revised, amended, changed, or removed terms of this Agreement. Unless otherwise agreed in writing, annual subscriptions to the BioBase System are for non-commercial purposes. This is discussed in the General BioBase Terms and Conditions. In order to use the CI BioBase System for commercial purposes these additional terms must be agreed to in advance. Failure to agree to these terms in advance of offering your services through the CI BioBase System is a breach of the general terms of use.

#### **In addition to the BioBase General Terms and Conditions above, you agree as follows:**

**Agency:** Use of BioBase shall not render Service Provider an employee, partner, agent of, or in joint venture with C-Map USA, Inc. for any purpose. C-Map USA, Inc. shall not be responsible for withholding taxes with respect to Service Providers' compensation, if any, hereunder. Service Provider shall have no claim against C-Map USA, Inc., for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither party shall have the authority to make any agreement or commitment, nor incur any liability on behalf of the other, nor be liable for any acts or omissions of the other.

**Delivery of Content to Clients:** In addition to Terms and Conditions agreed to as part of your use of the CI BioBase System, you agree that any data delivered to your clients shall retain all watermarks and/or service marks of C-Map USA, Inc. or CI BioBase. Your agreement with any client supported with a CI BioBase product must contain language detailing that no portion of data provided or content generated, processed, or created using CI BioBase may be used for commercial purposes and may not be resold for any reason. Watermarks and other branding logos may be added, changed, or amended at any time by C-Map USA, Inc..

**Shapefile Development:** Data uploaded to water bodies not currently in the database will have a shapefile automatically created. Service Provider can request that a shapefile be created by sending the GPS coordinates and aerial photo of the water body. Service provider can provide the shapefile (.SHP format) that can be uploaded at no charge, but CI will make no representations to its completeness.



Adjustments to shapefiles provide by Service Provider may incur the \$50 GIS fee. Quantity discounts may be available upon request. Shapefiles that are in the database but incorrect will be repaired at no charge and files will be reprocessed. Payment of the GIS fee or use of a shapefile in the database does not entitle Service Provider to ownership rights in the shapefile.

**No Rights to Exclusivity:** As part of your use of the CI BioBase System on a per acre lake payment system, subscription, or other arrangement, you understand that C-Map USA, Inc. sells personal subscription services to entities that might be purchasing your services. It is our hope that BioBase will provide objective analysis of management services and/or a value added services your total aquatics care packages. However, your clients could potentially become first-hand clients of C-Map USA, Inc. and the CI BioBase System with their own subscriptions for non-service provider access. C-Map USA, Inc. provides no rights to exclusivity to these clients and does not guarantee exclusive dealings with them. C-Map USA, Inc. does not offer any exclusivity with regards to your competitors or quotes regarding the same. C-Map USA, Inc. does not guarantee future availability of the service provider offering on the CI BioBase System without a separate written agreement.

**Wholesale:** Service Providers may not offer their services on behalf of or for another service provider without the written consent of C-Map USA, Inc.. All service providers must be registered with C-Map USA, Inc. regardless of an unlimited subscription or per lake payment systems. Unlimited subscriptions will be limited to registered service providers within an organization or entity. Unauthorized use is a breach of this Agreement and is subject to termination of service provider's account without reimbursement of subscription services.

**Termination for Cause:** A material breach of this Agreement allows CI to terminate this Agreement immediately upon written notice; provided, however, that, if such breach is capable of remedy the party that wishes to terminate shall provide the breaching party with 45 days prior written notice and the opportunity to remedy such breach within 45 days of such notice. Breach by Service Provider will not result in a refund of payments made.

**Warranties:** CI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY RESULTS TO BE ATTAINED FROM THE USE OF THE LOG FILES OR ACCURACY OF MAP PRODUCTS CREATED USING THE LOG FILES. CI MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE OR USE, REGARDLESS OF WHETHER IT MAY HAVE BEEN INFORMED OF SERVICE PROVIDER'S INTENDED USE IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CI MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE OR WILL OPERATE UNINTERRUPTED, WILL BE "UP" OR AVAILABLE AT ALL TIMES, OR WILL BE ERROR FREE. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

**Liability:** CIBioBase shall not be liable to Service Provider (whether in contract, tort or otherwise (including, but not limited to, liability for any negligent act, breach of statutory duty or omission)) for any:

loss of profits, sales, business, revenue or anticipated savings;

loss of or damage to goodwill or reputation;

loss of opportunity or wasted expenditure; or

indirect, consequential or special loss or damage, under or in connection with this Agreement (including under an indemnity) even if Service Provider has been advised of the possibility of the same.

Service Provider will indemnify, defend and hold CIBioBase harmless from and against any claims, losses, damages, liabilities, expenses (including reasonable legal fees and expenses) arising out of or resulting from any third party claim against Service Provider for issues related to use of the CI BioBase System. Processing and display of bathymetric or abundance data does not infer a treatment or management technique by CI. CI take no position as to interpretation of data output.

**Intellectual Property:** CI owns all right, title and interest, including all related copyright, trade secret, trademark and patent rights, and all other intellectual property or proprietary rights in and to, or related to the Service, including without limitation all software programs contained therein. The CI and C-Map USA, Inc. names, the CI logos, any logo used on the Service, and the product names associated with the Service are trademarks of CI or third parties, and no right or license is granted with respect to their use.

**Severability:** Should any provision of this Agreement be held to be invalid, such a determination shall not invalidate any other provisions of this Agreement, and all other such provisions shall remain in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving the rights and commercial expectations of the parties.

**Arbitration:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

**Dispute Resolution:** You acknowledge that the provisions of this Agreement that protect intellectual property and Confidential Information are essential for the protection of the parties and that any breach or threatened breach of such sections may cause immediate and irreparable damage to the non breaching party, for which monetary relief would be inadequate or impossible to ascertain. Accordingly, the parties agree that upon the existence of any breach or threatened breach thereof, the non breaching party shall be entitled to seek injunctive relief restraining the breaching party from committing such breach or threatened breach.