

BioBase

Terms and Conditions of Use last modified: January 1, 2019

Navico Holding AS, through its U.S. subsidiary Navico, Inc. (referred to in this Agreement as “Navico”, “we”, “us” or “our”) is the provider and operator of the website <https://www.biobasemaps.com/> (the “Site”). These Terms and Conditions of Use (these “Terms”) set forth the legally binding terms for your use of the Site and the BioBase products and services that we offer (the Site and these products and services will be referred to in this Agreement as the “Service”). By using the Service, you hereby agree to be bound by this License Agreement. These Terms are binding for visitors which from time to time browse the content of the Site without being registered, and for Service subscribers that use the Site by registering for an account and subscription ID to use the Service. If you do not agree to be bound by these Terms do not access, visit or use the Service. **By clicking “accept” when you register to use the Service, you agree to be bound by these Terms.**

If you use the Service, either by accessing any free version or by purchasing any subscription to use the Service, you will be required to accept the terms of our End User License Agreement located at <https://www.biobasemaps.com/Downloads/BioBaseTermsAndConditions.pdf>. The terms of the End User License Agreement and these Terms of Use are applicable to your use of the Service. **You will be required to accept and agree to the End User License Agreement before using any of the Service or any part thereof. By clicking the “accept” button when you access or purchase the Service, you agree to be bound by the terms of the End User License Agreement.**

Privacy Policy

In connection with your use of the Service, please review our Privacy Policy, located at <https://www.c-map.com/privacy-notice>, to understand how we use information we collect from you when you access, visit or use the Service. **The Privacy Policy is part of and is governed by these Terms and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Policy, and agree that we may use information collected from you in accordance with the Privacy Policy.**

Eligibility to Use Our Sites and Services

Membership in the Service is void where prohibited. You must register through the Service to maintain an account with us. You understand that we may at any time, with or without notice and without limitation, cancel your membership, cancel any of your rights under these Terms 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 at our sole and absolute discretion. The Service is provided exclusively for users and subscribers who are eighteen (18) years of age and older. By registering for an account, you represent and warrant that you are over the age of 18 and agree to abide by these Terms, including our Privacy Policy and End User License Agreement. **If you are under the age of 18, do not access, visit or use the Service.**

BioBase Database and Limitations

We make no guarantees on the completeness of the database for, among other items, shoreline and third party imagery basemap accuracy. We will continue to push new updates to the Database but make no guarantees to completeness or accuracy.

Limits of SLG, SL2, SL3 file Compatible Electronics and Collection

Most data is collected by our users. We make no guarantees as to the accuracy of the maps and are not responsible for problems associated with data collection. Environmental noise and other occurrences, including but not limited to, setting configurations, speed, power configuration, temperature, extreme depths, positioning of transducer and gps, and weather can affect the ability for electronics to accurately record accurate data. We will provide users with the proper manuals and guidance for proper system configuration and data collection. 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 or Simrad.

Subscription

Your subscription and use of the Services is subject to these Terms 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, which are provided at the end of these Terms. 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 us, and may change from time to time at our sole discretion. Each annual subscription shall last for a period of one (1) year from the date of the subscription purchase. Renewals shall last for a period of one year from your anniversary date but you have the option to purchase multiple year subscriptions. No sonar files that pre-date or post-date the subscription period can be uploaded to Subscriber's account without our consent. By subscribing to the Service and registering your payment details, you authorize Navico 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 Service.

We reserve 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 Navico cancels the subscription Services due to no fault of yours and the Services do not resume, Navico will provide a pro-rated refund of subscription fees for the period 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 data collectors (single user plans) or waterbody size (single waterbody plans). Multiple members of organizations can have reduced price view only BioBase

accounts that allow them to view and interact with data uploaded by another member of the organization, but all must have their own private account. **Providing personal login information to a non-subscriber and allowing them to use the service or uploading data that was not collected by the authorized data collector is strictly prohibited and constitutes breach of these Terms.** Breach of these Terms may result in suspension of access to your account and data at any time without refund.

Feature Development and Unsolicited Ideas

Navico 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. Navico will not release details of future development features and all subscription costs paid are for current features and with no reliance on future development.

Navico 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 Navico or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Navico's 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 Navico without any compensation to you; (2) Navico may use or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation for Navico to review or even look at the submission; and (4) there is no obligation to keep any submissions confidential.

Content

You shall be solely responsible for your own user uploads and submissions and the consequences of posting or publishing them. Information collected using a compatible depth finder and uploaded to the Servers is then displayed and only accessible in a user account. We do not retain your rights to your personal collective Track and will not distribute the same without the express written consent of the Subscriber. The Track is defined as the collective line that connects each GPS coordinate for a single trip that is then uploaded to the servers. For all other data uploaded to the servers, whether raw or processed, exclusive of the collective Trip Path, and any other information posted by the account user, subject to any exclusions mentioned below, we reserve 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 Navico and its affiliates 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, Subscriber trips uploaded to the 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, the Site, and Navico, Inc.

Subscriber may use information on Navico 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 Navico 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.

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Navico, its Users or other licensors, with all rights reserved. No Site Content may be modified, copied, distributed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Navico's prior written permission. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property Rights, whether by estoppel, implication or otherwise. This license is revocable at any time by Navico without notice and with or without cause.

Your Intellectual Property Rights in any User Content, if any, do not confer any rights of access to the Site, the Service or any rights to data stored by or on behalf of Navico.

We may refuse to post, reject, or delete and permanently remove any content for good reason, bad reason, or no reason, including, but not limited to, content that in our sole judgment, violates these Terms or which may be illegal, offensive, or violate the rights of any person or entity, including but not limited to intellectual property rights or those rights enforced by the Digital Millennium Copyright Act, or harm or threaten the safety of any person or entity.

Any and all text, graphics, user interfaces, sounds, visual interfaces, photographs, trademarks, logos, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such Content, contained on the site is owned, controlled by or licensed to Navico and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms, no part of the Services and no Content may be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, site or other medium for publication or

distribution or for any commercial enterprise, without Navico's express prior written consent. All private data collected by Subscriber can be republished in any form for research and findings reports.

The Navico logo and the names of all Navico products and/or services as posted on the Site are trademarks and/or service marks or registered trademarks and/or service marks of Navico.

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-

European Space Agency Copernicus Sentinel Satellite

https://sentinel.esa.int/documents/247904/690755/Sentinel_Data_Legal_Notice

Upload to the BioBase System

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

You acknowledge that the Service allows users to interact via the Site and perform automated data collection mapping.

Termination

We may cancel the Service, for any reason at any time, subject to Subscriber's Purchase Order. You may terminate your Account at any time by disabling your Account on the Site or providing notice to Navico. Upon termination or expiration, Subscriber's right to participate in the Service will automatically terminate. Any information previously uploaded will remain the property of Navico in accordance with these Terms.

Publicity

You agree that we 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 Navico's 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 these Terms and through the use of the BioBase desktop client upload tool by downloading the same and agreeing to its terms of use.

Registration

You may not use a user name that is currently being used by another member. We reserve the right to cancel any registration or deny a registration to a user that is attempting to impersonate another user. We also reserve 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 Navico 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 accurate, current and complete. All registration data must be kept accurate by constant updates as your information changes. Registration data that we view as inaccurate, false, or incomplete may result in your suspension or termination from the Service.

During registration, you will be asked to select a password. It is the sole responsibility of the user to keep this password secure. 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, we may freeze activity on said account pending proof of identity or other clarifying information. We are 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. Navico cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Your Conduct

You are solely responsible for all content and information that you post on the Service. We may not monitor or screen the content on the Service. Navico 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.

Navico does not monitor group or forum content. Not all links posted in forums are controlled or endorsed by Navico or its affiliates. Please read the terms and conditions of any site you use outside of the Site and you will be subject to other terms and conditions. You agree that we are 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 the Site. You agree that Navico 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 Navico makes no guarantees as to the appropriateness of any content within.

Navico assumes no responsibility for monitoring the site, forum, or any group on the Site for public or private use, for inappropriate content or conduct. If at any time Navico chooses, in its sole discretion, to monitor the Site or site performance, Navico 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 to 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 Navico, including any 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 Navico 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 Navico 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 Navico 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, or to solicit the performance of any illegal activity or other activity which infringes the rights of Navico 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, a Navico employee. You also agree not to solicit any other members of the Service 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 the Site. 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 or store any information gathered on other members or users of the Site.

Links to Other Sites and to Navico, 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 Navico's control, and you agree that Navico is not responsible for, and acknowledge Navico does not endorse, the content of such sites, including any information or materials contained on sites linked to the Service. It is important that you make your own independent judgment regarding your interaction with these third party sites.

Intellectual Property

All content on the Site, including without limitation, the text, software, code, scripts, graphics, pictures, music, videos, interactive features, sounds, (all hereinafter and hereinbefore referred to as "Content") and the trademarks, service marks and logos contained therein are the intellectual property of Navico, or its licensors with all rights reserved. The content and intellectual property are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The content is for personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, posted, modified, framed, republished, downloaded, or otherwise exploited for any purpose in any form or by any means, in whole or in part, without Navico's prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Service. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. This license is revocable at any time without notice and with or without cause.

You hereby grant to Navico a non-exclusive, royalty-free license (with the right to sublicense through unlimited levels of sublicenses) to copy, use, modify, change, publicly display, publicly perform, store, reproduce, transmit, and distribute such content not limited to your uploads on and through the Service. Navico shall be entitled to unrestricted use of your data uploads submissions for any purpose including but not limited to, commercial use, without compensation to the user that submitted said content, all subject to the User Content clause discussed above. No user uploads shall be subject to any obligation of confidence on the part of Navico, and Navico shall not be liable for any use or disclosure of any Submissions. You represent and warrant that you own the contents of any content submitted or otherwise have sufficient rights in the submission to grant to Navico the license set forth above.

DMCA

The Service and Navico abide 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 the Service, 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 the Site 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) description in sufficient detail of 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; (3) the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf; and (4) 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 with an attestation 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. Send this notification to:

Navico, Inc.,

Copyright Infringement Notification

ATTN: Copyright Agent

4500 S. 129th East Ave., Suite 200

Tulsa, OK 74134-5885 USA

Fax: Pending (Use physical address or email)

Email: info.biobase@navico.com

If the requirements listed above are properly met and filed with Navico, 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.

Navico 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 The Site 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 and (6) You must also include a physical or electronic signature.

Please send all of the above information as a Counter Notification to Navico, Inc., at:

Navico, Inc.,

Copyright Infringement Counter Notification

ATTN: Copyright Agent

4500 S. 129th East Ave., Suite 200

Tulsa, OK 74134-5885 USA

Fax: Pending (use physical address or email)

Email: info.biobase@navico.com

If you send us a 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. Navico reserves the right to suspend restoration of said material until a claim in a court of law is resolved.

Navico may 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@navico.com.

Warranty Disclaimer

THERE IS NO WARRANTY FOR THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOUR USE OF THE SITE SHALL BE AT YOUR OWN RISK. **THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE IS PROVIDED "AS IS."** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NAVICO, ITS AFFILIATES NOR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND NAVICO EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS OR MALWARE, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES PROVIDED THROUGH THE SERVICE.

Navico 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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NAVICO, ITS AFFILIATES OR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, DELICT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF NAVICO 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 NAVICO'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED ANY AMOUNT PAID BY YOU IN CONNECTION WITH THE SERVICE OR USD \$100, WHICHEVER IS GREATER. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers' computer equipment, or software. We are not responsible for any failure of any upload or download due to technical problems or traffic congestion on the internet or any wireless network. We are not responsible for any injury or damage to any person's computer, mobile phone, onboard electronics systems, or any other personal property related to or resulting from use of the Service including downloading materials in connection with the Service. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Service from any Content posted on or through the Service, or from the conduct of any users of the Service, whether online or offline.

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.

Violation of These Terms of Use

Navico 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) Navico's rights or property, or the rights or property of visitors to or users of the site, including Navico's customers. 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. We 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 we may preserve any transmittal or communication by you with us 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 if Navico 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 Navico, its employees, users of or visitors to the site, and the public.

You agree that Navico 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 associated with your use of the Service. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Navico, for which monetary damages would be inadequate, and you consent to Navico obtaining any injunctive or equitable relief that Navico deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You agree that Navico 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 Navico decides to take any legal action against you as a result of your violation of these Terms, 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 Navico. You agree that Navico 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.

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 by 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 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.

Navico's 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.

We 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 Navico 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

These Terms and any disputes relating hereto 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 these Terms and/or the Service and waive any objection thereto. 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 Navico 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

Not all features, products or services discussed, referenced, provided or offered as part of the Service are available to all persons or in all geographic locations, and may not be permitted by law in all geographic locations. We reserve the right, but are not obligated, to limit, in our sole discretion, the provision and quantity of any feature, product or service to any person or geographic location. Any offer for any feature, product or service made available through the Service is void where prohibited by law.

Additional Miscellaneous Terms

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

If any of the provisions of these Terms 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, so that these Terms shall remain in full force and effect. These Terms constitute the entire agreement between you and Navico, Inc. with regard to your use of the Service, and any and all other written or oral agreements or understandings previously existing between you and Navico with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Navico, Navico will not accept any counter-offers to these Terms, and all such offers are hereby categorically rejected. Navico's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by Navico of any provision or any right it has to enforce these Terms, nor shall any course of conduct between Navico and you or any other party be deemed to modify any provision of these Terms. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties. These Terms are not assignable, transferable or sub-licensable by you except with our

prior written consent. We may transfer, assign or delegate these Terms and our related rights and obligations without obtaining your consent.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Navico in any respect whatsoever.

Navico shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Navico's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.

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

Indemnity

You agree to defend, indemnify and hold Navico harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.

Consent to Receive Notices

In the case of notices we send to you, you consent to receive notices and other communications through posting notices on the Site, sending an email at the email address you provide to us, or by mailing a notice to the mailing address you provide to us. You agree that all agreements, notices, disclosures, and other communications that Navico provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing.

Feedback and Information

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

The information contained in this web site is subject to change without notice.

Additional Terms of Use for Lake Service Providers

In order to use the Service as a Service Provider, you must read these Additional Terms of Use for Lake Service Providers (these "Service Provider Terms") and indicate your acceptance during the registration process as an additional step to the subscription based account. If you do not understand these Service Provider 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 Service Provider Terms, 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. 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 BioBase System for commercial purposes these Service Provider Terms must be agreed to in advance.

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

Agency: Use of the Service shall not render Service Provider an employee, partner, agent of, or in joint venture with Navico for any purpose. Navico shall not be responsible for withholding taxes with respect

to Service Providers' compensation, if any, hereunder. Service Provider shall have no claim against Navico 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 the Terms agreed to as part of your use of the Service, you agree that any data delivered to your clients shall retain all watermarks and/or service marks of Navico, Inc., including C-MAP and/or BioBase. Your agreement with any client supported with a BioBase product must contain language detailing that no portion of data provided or content generated, processed, or created using 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 Navico.

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 Navico will make no representations to its completeness. Adjustments to shapefiles provided by Service Provider may incur a 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 BioBase System on a per acre payment system, subscription, or other arrangement, you understand that Navico 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 Navico and the BioBase System with their own subscriptions for non-service provider access. Navico provides no rights to exclusivity to these clients and does not guarantee exclusive dealings with them. Navico, Inc. does not offer any exclusivity with regards to your competitors or quotes regarding the same. Navico does not guarantee future availability of the service provider offering on the 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 Navico. All service providers must be registered with Navico 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 these Terms and is subject to termination of service provider's account without reimbursement of subscription services.

Termination for Cause: A material breach of these Terms allows Navico to terminate the Services 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: NAVICO 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.

NAVICO 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, NAVICO MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE 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: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NAVICO, ITS AFFILIATES OR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, DELICT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF NAVICO 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 NAVICO'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED ANY AMOUNT PAID BY YOU IN CONNECTION WITH THE SERVICE OR USD \$100, WHICHEVER IS GREATER.

SERVICE PROVIDER WILL INDEMNIFY, DEFEND AND HOLD NAVICO 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 THE SERVICE. PROCESSING AND DISPLAY OF BATHYMETRIC OR ABUNDANCE DATA DOES NOT INFER A TREATMENT OR MANAGEMENT TECHNIQUE BY NAVICO. NAVICO TAKES NO POSITION AS TO INTERPRETATION OF DATA OUTPUT.

Intellectual Property: Navico 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. Navico's names, the Navico, C-MAP, and BioBase logos, any other logo used on the Service, and the product names associated with the Service are trademarks of Navico Holding AS 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 these Service Provider Terms, 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 these Service Provider Terms 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.

You acknowledge that the provisions herein 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.