

BioBase

End User License Agreement

Updated 09/08/2026

This BioBase End User License Agreement (the “**EULA**”) is a legal agreement between you (“**Customer**” “**you**” or “**your**”) and BioBase LLC (“**Company**”, “**we**”, “**us**” or “**our**”) regarding your installation and use of the Company’s proprietary BioBase service, including, but not limited to, the free online viewer and the one-time map file downloads, and the other features that may be made available to Customer in accordance with the terms of its BioBase subscription (the “**Service**”). Your use of the Service, as well as your use of the software used with the Service, including any media, and documentation that relate to that software, as well as any future updates thereto that are not delivered to you under separate terms (the “**Software**”) are subject to the terms of this EULA, as well as the BioBase Terms and Conditions located at <https://s3.amazonaws.com/s3-bb-cmn-sc-use1/BioBaseTermsAndConditions.pdf> which are incorporated herein by reference. The EULA and the BioBase Terms and Conditions will be referred to herein as the “**Agreement**.” In the event of a conflict between the EULA and the BioBase Terms and Conditions, the EULA will control.

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

- 1. Grant of License.** Subject to the terms of the Agreement, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable (as stated below), license to install and use the Service and Software as provided herein.
- 2. Restrictions.** Customer may not, and may not permit or assist others to: (a) rent, lease, sell, sublicense, loan, time-share, or otherwise transfer or distribute the Service or any derived data product for any commercial purpose, (b) remove, alter or obscure the Company’s proprietary notices affixed to or contained in the Service, (c) install or use the Software in a manner inconsistent with its design, including use on computers with which the Software is not designed to operate and use in circumvention of content protection technologies, or (d) reverse engineer, decompile or otherwise attempt to discover the source code of the Software.

Unless you are a subscriber to the service, you shall not republish, distribute, resell or otherwise use the Service or any data products derived from your use of the Service (“**Derived Data Products**”) for any commercial purpose. For purposes of this EULA, a “commercial use” is one which is undertaken for a business purpose, rather than hobby, recreational, educational, or other purpose. Such uses are usually attributed to a for-profit entity, rather than an individual, public agency, university or other educational institution, or non-profit organization. You shall disclose these terms to any recipient of shared data or map products derived from the Service.

3. Customer Compliance Obligations. You agree that your use of the Service will comply with all applicable laws and regulations in the geographic location where you use the Service, including, without limitation, any laws or regulations regarding the collection and use of sonar data.

You further agree that you are responsible for your own conduct and content while using the Service, and for any consequences thereof. You agree to use the Service and Software only for purposes that proper and in accordance with the Agreement and any additional applicable policies or guidelines that the Company may make available. You further agree, by way of example, and without limiting the foregoing, not to interfere with or disrupt the Company's services or servers or networks.

4. User I.D.s. Each data collector will create a unique user identification ("User I.D.") and password which will enable you to access and use the Service. You may only access and use the Service using this User I.D. and password and you may not allow any third party to access the Service using your User I.D. and password. You shall be responsible for all activity occurring under your User I.D., shall maintain the confidentiality of your User I.D. and password and shall promptly notify Company of any actual or suspected unauthorized use of the Service. Company reserves the right to suspend or terminate any User I.D. which it determines may have been used for any unauthorized purpose. Without explicit written permission from Company, a unique User I.D. must be purchased for each individual that collects and/or uploads data to a BioBase account.

5. Updates and Upgrades. The price paid by Customer for the Service relates only to Customer's access to and use of the Service, and not to any other products or services, including upgrades or technical support Company offers or may offer from time to time. Should the Company, in its sole discretion, provide Customer with any modifications, upgrades, updates, and enhancements to or of the Service or Software, any and all such modifications, upgrades, updates and enhancements shall constitute the "Service" under the Agreement and shall be subject to the terms and conditions set forth in the Agreement. Notwithstanding the foregoing, the Company may in its sole discretion deliver updates to you on terms differing from the Agreement. By using an update, you voluntarily terminate your right to use any previous version of the Software.

The Software may cause your computer to automatically connect to the Internet to check for updates that are available for automatic download to your computer. Please consult the documentation for information about changing default update settings.

6. Internet Connectivity and Online Services. The Software may cause your computer to automatically connect to the Internet in order to inform the Company that the Software is successfully installed and in order to facilitate Customer's use of the Service. Please consult the documentation, where available, for information about changing default settings regarding automatic connection to the Internet. The following provisions apply to all automatic Internet connections by the Software:

- when the Software automatically connects to the Internet, an Internet protocol address that is associated with your current Internet connection is sent to a website run by the Company,
- when the Software automatically connects to the Internet, personally identifiable information may be sent to the Company's website in order to allow you to properly interact with the System's web platform, and
- the Software will automatically upload content to the Company's servers when Internet connectivity is detected. All data downloaded from Customer's compatible device, but not yet uploaded to the servers will be sent at this time. Downloaded data will remain in your temporary internet files until uploaded.

The Software may also facilitate your access to websites and services maintained by third parties ("**Third Party Online Service(s)**"). Your use of a Third Party Online Service is governed by the terms associated with such Third Party Online Services. The Company may at any time, for any reason, modify or discontinue the availability of any Third Party Online Services through the Software. The Company does not control, endorse or accept responsibility for Third Party Online Services. Any dealings between you and any third party in connection with a Third Party Online Service, including such party's privacy policies and use of your personal information, delivery of and payment for goods and services and any other terms associated with such dealings, are solely between you and such third party.

Additionally, the Software will provide BioBase LLC, the Company, with data about your computer and its interaction with the Service. Information we receive is subject to the Company's Privacy Policy located at <https://s3-bb-cmn-sc-use1.s3.amazonaws.com/PrivacyPolicyBioBase.pdf>

7. Support Services. If you have any questions or problems in connection with your use of the Service, you may contact customer support at <https://www.biobasemaps.com/SupportResources>

8. Copyright. The Service and all proprietary and intellectual property rights in the Service are owned by Company or its suppliers or licensors and are protected by copyright laws and international treaty provisions in the United States and other overseas jurisdictions. Company hereby reserves all copyright, trademark, patent, trade secret and other intellectual property rights in and to the Service not expressly granted herein. The Service is licensed and not sold.

9. Termination. The Agreement and your rights hereunder, including all rights to use the Service, will immediately terminate without notice if you breach any provision of the Agreement. Upon termination, you must immediately cease use of the Service. The provisions of Sections 11, 12 13, 14 and 15 of this EULA shall survive the termination of this EULA for any reason.

10. Abandoned Accounts. An account with no active subscription for ninety (90) consecutive days will be considered an Abandoned Account. After the account is considered abandoned all data will either be deleted and/or anonymized and reclassified as public data. Refer to the Terms and Conditions document for more information.

11. Modifications. The Company reserves the right to modify, suspend, or discontinue the Service at any time, and the Company will not be liable to you should it exercise such right.

This Agreement may only be modified at the Customer's request by a writing signed by an authorized officer of the Company.

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

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

13. DISCLAIMER OF WARRANTIES. THE SERVICE AND SOFTWARE IS LICENSED TO CUSTOMER "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS AND LICENSORS, AS APPLICABLE, DISCLAIM ALL WARRANTIES AS TO THE SERVICE AND SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS SUPPLIERS NOR LICENSORS, AS APPLICABLE, WARRANT THAT THE SERVICE AND SOFTWARE OR THE USE THEREOF WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIALS ACCESSIBLE FROM OR RELATED TO THE SERVICE ARE OR WILL BE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL CONTENT. EXCEPT IN RESPECT OF TERMS OR WARRANTIES THAT CANNOT BE LAWFULLY EXCLUDED, CUSTOMER WILL NOT HOLD THE COMPANY LIABLE FOR, AND AGREES TO ASSUME ALL RESPONSIBILITY FOR, ANY FAILURE OF THE SERVICE OR SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, OR FOR ANY DAMAGE THAT RESULTS FROM CUSTOMER'S DOWNLOADING, REPRODUCING,

INSTALLING OR USING THE SERVICE AND SOFTWARE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO CUSTOMER'S COMPUTERS, NETWORK OR SYSTEMS. COMPANY'S SUPPLIERS AND LICENSORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS DISCLAIMER OF WARRANTIES. SOME JURISDICTIONS RESTRICT DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT FULLY APPLY TO CUSTOMER.

14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE

FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ITS SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED \$100. THE PARTIES AGREE THAT THIS LIMITATION ON DAMAGES REPRESENTS A REASONABLE ALLOCATION OF RISK. COMPANY'S SUPPLIERS AND LICENSORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS LIMITATION ON DAMAGES.

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

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

16. Governing Law and Jurisdiction. The Agreement and any disputes relating hereto are governed by the laws of the State of Tennessee without regard to principles of

conflicts of laws. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Furthermore, by using the Service, you consent to the exclusive jurisdiction of the state and federal courts in the State of Tennessee for resolution of any disputes relating to the Agreement and/or the Service and waive any objection thereto.

17. Severability. If any provision of this Agreement is found unenforceable, that provision only will be interpreted as narrowly as possible and held unenforceable, and the rest of this Agreement will remain valid and enforceable according to its terms.

18. Integration. This Agreement is the entire agreement between the Company and you relating to the Service and Software, and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Service and Software.

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