

End-User License Agreement

The Aqua Map Software and Technology ("Technology") is owned by GEC di Ghiggini Giorgio (GEC). The map data that accompanies the Technology is owned by local Hydrographic Offices, private and public companies, federal and state agencies and communities and is licensed to GEC ("Map Data"). The Technology and Map Data are protected under copyright laws and international copyright treaties. The Technology and Map Data are licensed to the End User ("you" or "your"), not sold. The Technology and Map Data are provided under the following license and are subject to the following terms and conditions which are agreed to you, on the one hand, and GEC and its licensors (including their licensors and suppliers) and affiliated companies on the other hand:

IMPORTANT: CAREFULLY READ THIS LICENSE BEFORE USING OR OTHERWISE SUBSCRIBING TO ANY GEC SOFTWARE, TECHNOLOGY, AND/OR DATA AND MAP DATA PLANS. BY USING OR OTHERWISE ACCESSING THE GEC TECHNOLOGY, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AND AGREE TO ITS TERMS.

LICENSE TERMS AND CONDITIONS

GEC provides you the Technology and Map Data, including an "online" or electronic documentation, data and printed materials (together called the "Product" for purposes of this License Agreement), and grants you a limited, non-transferable, non-exclusive, and non-sub-licensable license to use the Product in accordance with this Agreement. You agree to use the Product with your device, solely for personal, or if applicable, for use in your business's internal operations, and not for service bureau, time-sharing, resale or similar purposes. You agree not to: (i) reverse engineer, decompile, reverse compile, create compilations or derivative works, translate, adapt, or disassemble the Product or in part thereof, including the Map Data; (ii) copy or reproduce the Product or any part thereof, including the Map Data, in any form; (iii) publish, display, disclose, sell, rent, lease, store, loan, distribute, publicly display or perform, co-brand, frame, or permit third parties to link to the Product or any part thereof, including the Map Data; (iv) assign, sublicense, convey, transfer, pledge as security, or otherwise encumber the rights and licenses granted hereunder; (v) use the Product in any fashion that may infringe any patent, copyright, trademark, trade secret, or any other intellectual property or proprietary right of GEC, its third-party data providers, or any other third-party; (vi) directly or indirectly use, broadcast, or distribute the Product or any part thereof, including the Map Data, in connection with a television, radio, web, telephone, or telematics application without the specific written approval of GEC; (vii) provide any portion of the Product, including the Map Data, to a government agency; or (viii) enter into any agreement with any third-party that in any way restricts, prevents, or hinders the ability of GEC to provide to such third-party the Product or any other product or service made available by GEC from time to time.

Restrictions. Except where you have been specifically licensed to do so by GEC, and without limiting the preceding paragraph, you may not use the Map Data with any products, systems or applications installed or otherwise connected to or in communications with vehicles, and which are capable of dispatch, fleet management or similar applications where the Map Data is used by a central control center or dispatching a fleet of vehicles. In addition, you are prohibited from renting or leasing the Map Data or the Product to any other person or third party.

No Warranty. This Product (including the Map Data) is provided to you "as is", and you agree to use it at your own risk. GEC and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, either express or implied, arising by law or

otherwise, including, but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, merchantability, fitness for a particular purpose, usefulness, use or results to be obtained from the Product, or that the Map Data or server will be uninterrupted or error-free.

Disclaimer of Warranty. GEC AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY OR NON-INFRINGEMENT. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY GEC OR ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability. GEC AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE PRODUCT; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS PRODUCT, ANY DEFECT IN THE PRODUCT OR DATA, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF GEC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEC'S AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE GEC PRODUCT OR THE DATA SHALL NOT EXCEED \$1.00. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Disclaimer of Endorsement: Reference to any products, services, processes, hypertext links to third parties or other data by trade name, trademark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by GEC or its licensors. Product and service information are the sole responsibility of each individual vendor.

Ownership of Technology. You acknowledge and agree that GEC owns all right, title, and interest in or, if applicable, licenses to the Product, including, but not limited to, all trademarks, data, and content, except to the extent any such third-party content data is owned by the respective third-party data provider. Any reference to products, services, processes, hypertext links to third parties, or other data by trade name, trademark, manufacturer, supplier, or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by GEC or its licensors. Product and service information are the sole responsibility of each individual vendor.

Term. This Agreement is effective until such time as (i) if applicable to your specific GEC Technology, your subscription term is either terminated (by you or GEC) or expires, or (ii) the Agreement is otherwise terminated in accordance with the terms and conditions of this Agreement ("Term"). GEC may terminate this Agreement for any reason, including, but not limited to, if GEC finds that you have violated any of the terms of this Agreement. In addition, this Agreement shall terminate immediately upon the termination of the agreement between GEC and any third-party

from whom GEC licenses third-party content data for use as part of or in the Product. All provisions relating to confidentiality, indemnity, proprietary rights, and non-disclosure shall survive the termination of this Agreement. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder.

Confidentiality. At all times during the Term and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity any Confidential Information of GEC or any of its third-party data providers. "Confidential Information" means any trade secrets or confidential or proprietary information whether written, digital, oral, or other form which is unique, confidential, or proprietary to GEC or its third-party data providers, including, but not limited to, the Product, and any other materials or information related to the business or activities of GEC which are not generally known to others engaged in similar businesses or activities. You shall return to GEC any of its Confidential Information upon request and/or upon termination of this Agreement.

Export Control. You agree not to export from anywhere any part of the Product including the Map Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Indemnity. You agree to indemnify, defend and hold GEC and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of the Product (including the Map Data).

Entire Agreement. These terms and conditions constitute the entire agreement between GEC (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law.

This Agreement shall be governed by the laws of Italy and the Court of Lucca, Italy.

Miscellaneous. This Agreement constitutes the entire understanding and agreement of the parties (except for any separate end-user license agreements required by GEC's third-party data providers, which shall be read in conjunction with this Agreement), and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to its subject matter. No delay or failure by GEC to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. No waiver, modification or amendment of any provision hereof will be effective against GEC unless it is in a signed writing by GEC. You may not assign your rights or obligations hereunder (including as a change of control) without the prior written consent of GEC. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and permitted assigns of the parties. If any provision of this Agreement or the application thereof to any party or circumstance is held to be invalid, illegal, or unenforceable in any respect, that provision to the extent permitted by law (not otherwise) shall be severed from this Agreement and shall not affect the remainder hereof, and the parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision. The parties to

this Agreement are independent contractors. GEC shall not be liable to you for a failure to perform any of its obligations under this Agreement during any period in which such performance is delayed due to circumstances beyond its reasonable control. All notices hereunder must be in writing and mailed by certified mail, return receipt requested, or by prepaid courier service, or by facsimile with receipt confirmed by telephone, to each party's address.