SEA MACHINES ROBOTICS, INC. END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") BEFORE USING ANY LICENSOR TECHNOLOGY (AS DEFINED BELOW). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING OR TAPPING A BUTTON INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR USING ANY LICENSOR TECHNOLOGY, YOU ("CUSTOMER") AGREE TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY LICENSOR TECHNOLOGY.

1. Definitions. For all purposes of this Agreement, the terms defined below, when used with initial capital letters, will have the following meanings:

(a) "Documentation" means the user manuals and operator instructions issued by Licensor in conjunction with the Hardware or Software.

(b) "Intellectual Property Rights" means trade secrets, patents, copyrights, trademarks, trade dress, knowhow and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

(c) "License" means the license granted by Licensor to Customer as provided in Section 2(a) below.

(d) "Licensor Technology" means the Hardware, Software and Documentation.

(e) "Order Form(s)" mean the document(s) by which the Customer orders the Hardware or Software and any related services, as applicable, and which are executed by the parties, including any terms and conditions attached thereto or referenced therein.

(f) "Reports" mean any reports generated by Customer through the Software by features thereof used in accordance with the Documentation.

(g) "Software" means the proprietary computer software program(s) owned by Licensor embedded or installed in the products ("Hardware") delivered by Licensor to Customer under an Order Form, and any Updates thereto that are delivered to Customer by Licensor under this Agreement. "Software" will not include any software owned by a third party that is embedded or installed in such products or otherwise delivered by Licensor to Customer ("Third Party Software"). Customer must procure a license to use any and all Third Party Software from the licensor thereof prior to any use of such Third Party Software.

(h) "Updates" mean maintenance releases, bug fixes, technological fixes, feature enhancements or improvements, theme upgrades and other changes made to and entirely new versions of the Software.

2. License.

(a) <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Customer a non-exclusive, non-transferable, perpetual, world-wide non-sublicensable limited right and license as follows: (i) to use the Software to operate the Hardware containing such Software in object code form only as delivered pursuant to this Agreement for Customer's internal business purposes; (ii) copy, distribute and use the Reports for Customer's internal business purposes and (iii) to use the Documentation as reasonably necessary for its internal use related to the License granted under the foregoing subclause (i).

(b) <u>Reserved Rights</u>. Any rights not expressly granted in Section 2(a) above are reserved by Licensor. Without limitation of the foregoing, Licensor reserves the right to license the Licensor Technology to others on such terms as Licensor may establish in its sole discretion. Customer acknowledges that no exclusive right of any kind is granted to Customer by the terms of this Agreement.

3. <u>Limitations and Restrictions</u>. It is expressly understood and agreed that the License is subject to the following limitations and restrictions: (i) Customer may not use the Software except to operate the Hardware containing such Software for Customer's internal business purposes; (ii) Customer may not use the Licensor Technology in a network or similar configuration which permits access to the Software by more than one user or workstation at a time; (iii) Customer may not distribute the Licensor Technology, or any copy thereof, by transfer,

lease, loan or any other means, or make it available for use by others in any manner, including without limitation by any time-sharing, service bureau or similar arrangement; (iv) Customer will not remove, obliterate, obscure, or conceal the proprietary notices or legends which appear on the Licensor Technology; (v) Customer has no right to obtain or have access to the source code or systems and programming documentation of the Licensor Technology or any part thereof; (vi) the Licensor Technology and all information related thereto will be subject to Customer's obligations of confidentiality under Section 10(b) below; (vii) Customer may not alter, modify, adapt or create derivative works from the Licensor Technology or any part thereof; (ix) Customer may not decompile, disassemble, translate, or otherwise reverse engineer the Licensor Technology or any part thereof; (ix) Customer may not use the Licensor Technology to create any product or service competitive to the Licensor Technology; and (x) Customer may not share or publish the results of any benchmarking or performance testing, and/or compatibility analysis of the Licensor's prior written consent.

4. <u>Data</u>. Customer acknowledges that the Software collects data and information from the Hardware (the "Data"), including without limitation geolocation data. The Data will be owned by Licensor, which Licensor may use and disclose freely for any purpose notwithstanding any provision of this Agreement to the contrary.

5. Other Obligations of Customer.

(a) <u>Compliance with Law</u>. Customer will comply with all laws (including federal, state and local laws and regulations, orders and ordinances) now or hereafter enacted, of any jurisdiction in which performance occurs or may occur hereunder. Without limitation, Customer hereby acknowledges that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export of products and technical information, and Customer will comply with all such laws and regulations. Customer will be solely responsible for its violations of any of the foregoing.

(b) <u>Verification</u>. Licensor may electronically or manually inspect Customer's Hardware and Software installation to verify Customer's compliance with the provisions of this Agreement. Any inspection will be conducted during Customer's normal business hours so as not to unreasonably interfere with Customer's business activities.

6. Warranties; Disclaimer.

(a) Each Party represents and warrants as of the effective date hereof that (a) if such Party is a legal entity, it is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its organization, and has full corporate power and authority to enter into this Agreement; (b) this Agreement has been duly executed and delivered by it and is a binding obligation of it, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally, and to general equitable principles; and (c) it is not subject to a petition for relief under any bankruptcy legislation, it has not made an assignment for the benefit of creditors, it is not subject to the appointment of a receiver for all or a substantial part of its assets, and it is not contemplating taking or becoming subject to any of the foregoing.

(b) Customer is solely responsible for ensuring that it is in compliance with all applicable legal requirements for the use of the Licensor Technology and operation of the vessel in which it is installed. Customer represents, warrants and covenants that it will, at all times, comply with all applicable local, state, national, and international laws and regulations related to the use of the Licensor Technology and operation of the vessel in which it is installed. Customer will obtain and maintain all necessary licenses, consents, and authorizations of any kind. Customer acknowledges that Licensor is acting as a licensor and application service provider for software and hardware, and that Licensor does not have any obligation or responsibility to review any products or other deliverables provided or used by Customer when integrating the Licensor Technology to determine whether its use may result in liability to Customer, Licensor, or any third party.

(c) The Licensor Technology is intended to be used only as an aid to navigation. It is not intended to be a substitute for vessel operation by a knowledgeable and qualified operator or naval or navigational knowledge, experience, or judgment. While the Licensor Technology may facilitate use of official government charts, this information provided by the Licensor Technology is a supplement to, not a replacement for, such charts or the visual observance of the environment by Customer and its employees, agents, subcontractors, successors, or assigns. The Licensor Technology features cannot and should not be relied upon as a comprehensive solution, and recommendations generated through the Licensor Technology may not always be accurate or appropriate in all cases, including for particular circumstances related to Customer's individual vessel, location, weather, etc. Customer represents, warrants and covenants that, during all times of use of the Licensor Technology and the operation of the vessel in which it is employed, it will closely monitor the Licensor Technology, and its environment to ensure safe and accurate performance of the Licensor Technology. Customer further

acknowledges that it retains the responsibility to use official government charts, notices to mariners, caution, sound judgement and proper navigational skill when operating a Customer vessel, using the Licensor Technology, or any other Licensor product. Customer must maintain control and responsibility for Customer's vessel while enjoying the navigational aids of the Licensor Technology.

(d) The Licensor Technology includes an autonomy mode. Autonomy mode is specified for "operator-in-theloop" command and control in an open water domain. It is not intended for use inshore or in congested harbors or waterways with frequent vessel traffic. By entering autonomy mode, Customer acknowledges that a certified operator is in full control of the operation at all times, and located within close physical proximity to the Licensor Technology, and all other apparatus that control the vessel, who will immediately resume manual control of the helm and propulsion if necessary for the safety of the vessel and crew. Customer should always have or provide to its employees, agents, subcontractors, successors, or assigns, a means of overriding the Licensor Technology autonomy mode with a backup method of vessel control (e.g., existing manual vessel steering/propulsion control).

(e) TO THE FULLEST EXTENT ALLOWED BY LAW. EXCEPT AS EXPRESSLY SET FORTH ABOVE. LICENSOR DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE LICENSOR TECHNOLOGY, OR ANY SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. THE LICENSOR TECHNOLOGY AND ACCOMPANYING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. WITHOUT LIMITING THE FOREGOING, ANY WARRANTY, CONDITION, OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO OPERABILITY, USE, ACCURACY, VALIDITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. LICENSOR DOES NOT WARRANT THAT THE LICENSOR TECHNOLOGY WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. OR THAT THE LICENSOR TECHNOLOGY WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE USE OF THE LICENSOR TECHNOLOGY IS AT THE SOLE DISCRETION AND RISK OF THE CUSTOMER AND/OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS, LICENSOR DOES NOT MAKE ANY WARRANTIES REGARDING THIRD PARTY SOFTWARE, WHICH MAY BE SET FORTH IN A SEPARATE AGREEMENT BETWEEN CUSTOMER AND THE LICENSOR OF SUCH THIRD PARTY SOFTWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND ANY FAILURE THEREOF. Some states may not allow the exclusion or limitation of warranties, so the above limitation or exclusion may not apply to you. This Agreement gives Customer specific legal rights and obligations, and Customer may also have other legal rights or obligations which vary from state to state.

(f) The law regarding warranties can vary from state to state, and Customer may have other legal rights or obligations existing under state law.

7. Related Services.

(a) <u>Training</u>. This Agreement does not provide for the performance of any installation, training, customization, support, maintenance or other services with respect to the Licensor Technology. Licensor will have no obligation to provide, and Customer will have no right to receive, any such services except as may be provided in a separate written agreement signed by a duly authorized officer of Licensor. Except as set forth in a written agreement signed by Licensor, any services performed by Licensor for Customer or at Customer's request will be subject to charge on a time-and-materials basis at Licensor's standard rates.

(b) <u>Software Updates</u>. As part of the service and use of the Software, Customer may from time to time receive Updates to the Software from Licensor which may be automatically or manually downloaded and installed to Customer's device or hosted by Licensor. Customer agrees that Licensor may automatically or manually deliver such Updates to it or include such Updates as part of the service of the Software, and Customer will receive and promptly install or, as the case may be, utilize them as required. Any new features that augment or enhance the Software, will be subject to the terms and conditions contained herein. Continued use of the Software will constitute Customer's consent to such changes.

8. Indemnification.

(a) <u>By Licensor</u>. Licensor will defend or settle any suit or proceeding brought against Customer by a third party based upon a claim that the Software constitutes an infringement of any existing and valid copyright, trademark or trade secret in the United States of such third party (any such suit or proceeding, a "Claim");

provided that Customer (i) promptly notifies Licensor in writing of such claim (ii) promptly gives Licensor the right to control and direct the investigation, preparation, defense and settlement of such Claim with counsel of Licensor's own choosing (provided that Customer will have the right to reasonably participate, at its own expense, in the defense or settlement of any such Claim); and (iii) gives assistance and full cooperation for the defense of same. Subject to Customer's compliance with the foregoing requirements, Licensor will pay all damages and costs awarded by a court of competent jurisdiction against Customer in such Claim or amounts payable pursuant to a settlement agreed to by Licensor, but will not be responsible for any cost, expense or compromise incurred or made by Customer without Licensor's prior written consent or for any lost profits or other damage or loss suffered by Customer. If any Licensor Technology is in the opinion of Licensor likely to or does become the subject of a claim of infringement, Licensor may, at its sole option, procure for Customer the right to continue using the Licensor Technology, modify the affected materials to become non-infringing, or replace it with non-infringing Licensor Technology. If Licensor is not reasonably able to so modify or replace the Licensor Technology or otherwise secure for Customer the right to continue using the Licensor Technology, Licensor may terminate this Agreement and, upon return to it of all copies of the Software and Documentation licensed hereunder, refund to Customer to refund the licensing fees paid less the portion of the license fees attributable to the period over which Customer actually used the Software, assuming full amortization of the Software over a period of three years. Notwithstanding the foregoing, the foregoing defense and indemnity obligations will not apply to any Claim based upon or arising from (w) use of the Software in a manner for which it was not designed, not in accordance with applicable Documentation, or in violation of the terms and conditions of this Agreement, (x) any modification of the Software by any party other than Licensor, (y) any use of the Software in combination with hardware or software not provided or authorized by Licensor, or (z) use of the Software, when use of a subsequent software release which Licensor has made commercially available would have avoided such infringement. This Section 8(a) represents the sole and exclusive remedy of Customer and the entire liability and obligation of Licensor with respect to infringement or claims of infringement of any intellectual property right.

(b) <u>By Customer</u>. Except with respect to matters for which Licensor is liable pursuant to Section 8(a), and to the fullest extent allowed by law, Customer hereby agrees to indemnify and hold harmless Licensor and its employees, agents, successors and assigns, from and against any and all loss, damage, liability, and expense arising out of, in connection with, or resulting from any claim that may be made against Licensor by any person to the extent resulting from: (i) the failure of the Customer to comply with its obligations under this Agreement or any breach of Customer's covenants herein; (ii) any negligent, reckless, or willful acts or omissions of Customer or its employees, agents, subcontractors, successors, or assigns; (iii) any modification or improper use of the Licensor Technology by any or on behalf of Customer or its employees, agents, subcontractors, successors, or assigns; (iv) any knowing violation of the law on the part of the Customer or its employees, agents, subcontractors, successors, successors, or assigns and (v) installation of any Licensor Technology.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, LICENSOR AND ITS THIRD-9. PARTY VENDORS WILL HAVE NO LIABILITY FOR ANY MONETARY DAMAGES OR OTHER RELIEF ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT OR OTHERWISE. IN ANY EVENT, IF THE LIMITATION IMPOSED BY THE PRECEDING SENTENCE IS DETERMINED TO BE INAPPLICABLE OR UNENFORCEABLE IN ANY PARTICULAR CASE. LICENSOR'S AND ITS THIRD-PARTY VENDORS' MAXIMUM TOTAL LIABILITY FOR ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT OF THE LICENSING FEE PAID BY CUSTOMER FOR THE SOFTWARE. IN ANY EVENT, NEITHER LICENSOR NOR ANY OF ITS THIRD-PARTY VENDORS WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATED TO THIS AGREEMENT, EVEN IF LICENSOR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow the exclusion or limitation of liability or certain damages, so the above limitation or exclusion may not apply to Customer. This Agreement gives Customer specific legal rights and obligations, and Customer may also have other legal rights or obligations which vary from state to state.

10. Proprietary Rights and Confidentiality.

(a) <u>Proprietary Rights</u>. The Licensor Technology and all proprietary rights therein, including without limitation any and all copyrights, patents, trademarks, and trade secret rights with respect to any of the Licensor Technology, will be and remain at all times the property of Licensor, and Customer will have no right, title or interest therein except as expressly provided herein. The foregoing will also apply to any derivative works of or improvements to any of the Licensor Technology that are made either by Licensor or by Customer, or by any person under contract to either of them.

(b) Confidentiality. For purposes hereof, "Licensor Proprietary Information" will mean (A) the Licensor Technology and any and all information with respect thereto, (B) the Data (excluding any Reports) and (C) any other information that is disclosed by Licensor to Customer under or in connection with this Agreement, provided that "Licensor Proprietary Information" will not include any such information that (1) is generally known to the public or in the trade, or becomes so generally known without breach of this Agreement by Customer; (2) is shown by written record to have been known to Customer prior to its disclosure by Licensor hereunder; or (C) is disclosed to Customer without restriction of confidentiality by a third party who is not in breach of an obligation of confidentiality to Licensor in making such disclosure. Customer acknowledges that the Licensor Proprietary Information constitutes trade secrets and proprietary information of great value to Licensor. Customer will keep confidential the Licensor Proprietary Information and all copies or physical embodiments thereof in its possession, and will limit access to the Licensor Proprietary Information to those of its personnel who (A) have a demonstrable need for such access in connection with Customer's use of the Licensor Technology as permitted by this Agreement and (B) have executed written confidentiality agreements establishing protection for the Licensor Proprietary Information reasonably equivalent to the provisions of this Section 10(b). Customer will not seek to reverse engineer, reverse assemble or decompile any part of the Licensor Proprietary Information in an attempt to discover any of the proprietary algorithms or techniques or other trade secrets of Licensor embodied therein or used in the development thereof, and Customer will not permit any of its personnel or customers or any other person to do so. Customer will not use any part of the Licensor Proprietary Information in any manner other than as expressly authorized under this Agreement or otherwise in writing by Licensor. Customer will secure and protect the Licensor Proprietary Information and any and all copies thereof in its possession through security measures at least as protective as those used by Customer to maintain the security of its own proprietary source code and information of a similar nature and value, and in any event no less than a reasonable degree of security.

11. Term and Termination.

(a) <u>Term</u>. The term of the License and of this Agreement will extend until termination of this Agreement under Section 8(a) or 11(b).

(b) <u>Termination</u>. Customer will be deemed to be in default under this Agreement, and Licensor may terminate this Agreement in whole or in part by written notice to Customer, in the event of the occurrence of any of the following: (i) if Customer violates the confidentiality provisions of Section 10(b) of this Agreement, or uses, reproduces, distributes or sublicenses, as applicable, any of the Licensor Technology in any manner not authorized by the License granted herein; (ii) if Customer assigns, attempts to assign or is deemed to have assigned this Agreement under Section 12 below; (iii) if Customer fails to observe or perform any term or condition of this Agreement and does not cure such failure within 30 days after written demand by Licensor; or (iv) if Customer makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against Customer and is not dismissed within 30 days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of Customer

(c) <u>Rights and Obligations on Termination</u>. Upon any termination of this Agreement the License granted under this Agreement will terminate, and Customer will immediately cease all use of the Software and Documentation and return to Licensor all copies, notes, memoranda, and other tangible embodiments of Licensor Proprietary Information in its possession or under its control, or destroy all such tangible embodiments and certify such destruction in writing to Licensor. Upon such termination, all rights and obligations of the parties under this Agreement will cease except that (i) Customer will remain obligated to make any payment due or to become due under this Agreement; (ii) Customer' obligations under Section 10(b) will continue and survive such termination; and (iii) the provisions of Sections 1, 4, 5, 6, 8, 9, 10, 11(c), 11(d) and 13 will remain in effect.

(d) The termination of this Agreement or any license will not limit either party from pursuing any other remedies available to it, including injunctive relief.

12. Assignment. Except as set forth in the applicable Order Form, Customer may not assign this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Licensor, which consent may be withheld at the sole discretion of Licensor. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement without Licensor's consent will be null and void. Any attempted assignment, delegation or transfer by you in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

13. General. Licensor will have no liability under this Agreement for Licensor's failure or delay in performing any of the obligations imposed by this Agreement to the extent such failure or delay is the result of any event beyond Licensor's control. This Agreement contains the entire understanding of the parties about its subject. It

supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the party making the waiver. Any such waiver will be narrowly construed to apply only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Nothing in this Agreement will be construed to place Licensor and Customer in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the effective date hereof. If any provision or part of this Agreement will, to any extent, be or become invalid, illegal or unenforceable, the remainder of this Agreement will continue in effect, and every other provision of this Agreement will remain valid and enforceable to the full extent permitted by applicable law. In such event, the invalid or unenforceable provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the effective date hereof. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Order Form or such other addresses designated pursuant to this Section 12. This Agreement is made under and will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles, and specifically excluding from application to this Agreement the United Nations Convention on the International Sale of Goods. Any legal proceedings under or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts. Each party submits to the personal jurisdiction of, and waives any objection against jurisdiction by, such courts.

Start Up Screen Pop-Up

Welcome to the Sea Machines [_____] product.

The product is intended to be used only as an aid to navigation. It is not intended to be a substitute for vessel operation by a knowledgeable and qualified operator, or naval or navigational knowledge, experience or judgment. While the product may facilitate use of official government charts, this information provided by the product is a supplement to, not a replacement for such charts or the visual observance of the environment by the user of the product. The product's features cannot and should not be relied upon as complete a comprehensive solution, and recommendations generated through the product may not always be accurate and appropriate in all cases, including for particular circumstances related to your individual vessel, location, weather, etc. Through your use of this product, you warrant that, during all times of use of the product and the operation of the vessel, you will closely monitor the product and your environment to ensure safe and accurate performance. It is your responsibility to use official government charts, notices to mariners, caution, sound judgement and proper navigational skill when operating a vessel or using the product. You must maintain control and responsibility for the vessel while enjoying the navigational aids of the product.

You acknowledge that you are solely responsible for ensuring that you are in compliance with all applicable legal requirements for the use of the Hardware and Software and operation of the vessel in which it is installed. At all times, you must comply with all applicable local, state, national, and international laws and regulations related to the use of the Hardware and Software and operation of the vessel in which it is installed. You must obtain and maintain all necessary licenses, consents, and authorizations of any kind.

By clicking the "[Agree]" button below, you acknowledge that you have read and agree to the language above and the terms and conditions contained in the End User License Agreement made available at http://sea-machines.com/eula.

If you disagree with the terms and conditions contained herein, you should not use the product.

Entering Autonomy Mode Pop-Up

You are entering autonomy mode.

Autonomy mode is specified for "operator-in-the-loop" command and control in an open water domain. It is not intended for use inshore or in congested harbors or waterways with frequent vessel traffic. By entering autonomy mode, you acknowledge that a certified operator is in full control of the operation at all times, and located within close physical proximity to the product, who will immediately resume manual control of the helm and propulsion if necessary or appropriate for the safety of the vessel or crew. You are responsible for having an appropriate means to override the product's autonomy mode by way of a backup system in the event necessary.

By clicking the "[Agree]" button below, you acknowledge that you have read and agree to the language above and the terms and conditions contained in the End User License Agreement made available at http://sea-machines.com/eula.

If you disagree with the terms and conditions contained herein, you should not use the product.