

End-User License Agreement

This End-User License Agreement (“Agreement” or “EULA”) governs your use of the SailTimer Wind Gauge™ app Android software (“Software”) and Services (described in Section 5) provided by SailTimer Inc., its subsidiaries and contractors (“SailTimer Inc.”) designed to operate on your your tablet, smartphone, computing device, personal computer, or any other computing device upon which this Software is capable of execution. The Software is licensed, not sold.

The Software includes, for the purposes of this Agreement, any dedicated hardware, such as a dedicated GPS device, a sensor suite, or anemometer sold along with the Software or for express use with the Software by SailTimer Inc.

Your use of the Software constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by SailTimer Inc.. SailTimer Inc. reserves the right to change or modify this Agreement or any other SailTimer Inc. policies related to use of the Software or Services at any time, and at its sole discretion, by posting revisions linked on the app store page for this app. Continued use of the Software and Services following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. License.

Subject to the terms of this Agreement, SailTimer Inc. grants to you a nontransferable, nonexclusive, royalty-free, fully paid, worldwide license (without the right to sublicense) to install and use one copy of the Software, in executable object code format only, solely on your Computing Device.

2. License Restrictions.

You agree to the following license restrictions: (a) to use the Software solely for your personal, noncommercial use; (b) to not duplicate, copy or distribute the Software except as necessary to use it on your Computing Device; (c) to not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party; (d) to not copy the written materials accompanying the Software; (e) to not modify, translate, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software in order to build a similar or competitive product or service, including without limitation the look and feel of the Software; (f) to not use any trade-mark or trade-name in the Software without permission; (g) to not copy any physical design elements of a dedicated SailTimer Inc. GPS device or SailTimer Wind Vane running with the Software, if applicable; and (h) to preserve all copyright and other proprietary rights notices on the Software and all copies thereof.

3. Copyrights and Trademarks.

You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of SailTimer Inc. and/or its suppliers, and you will not acquire any rights to the Software, except as expressly set forth above. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, look and feel, music, text and dynamic interactive elements incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by SailTimer Inc. or its suppliers.

This Software is protected by copyright laws, international copyright treaties, other intellectual property laws and treaties. All other trademarks appearing in the Software, Services or Agreement are the property of their respective owners.

4. Updates Or Upgrades To The Software.

SailTimer Inc. is not obligated to provide any updates or upgrades to the Software, but may do so from time to time at its sole discretion.

5. Services; Third-Party Materials.

A. Generally.

The Software may enable access to SailTimer Inc.'s and third-Party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and you accept additional terms of service by making use of these Internet-accessible Services.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that SailTimer Inc. is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. SailTimer Inc. does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Materials or web sites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you.

LOCATION DATA, WHICH INCLUDES GPS DATA, MAPS AND NAVIGATIONAL DATA, PROVIDED BY ANY OF THE SERVICES IS FOR BASIC NAVIGATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE OR INCOMPLETE LOCATION DATA MAY LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE. NEITHER SAILTIMER INC., NOR ANY OF ITS CONTENT PROVIDERS, GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, OR RELIABILITY OF LOCATION DATA DISPLAYED BY ANY OF THE SOFTWARE OR SERVICES. USE OF THE SAILTIMER INC. PRODUCTS, SOFTWARE AND/OR SERVICES IS AT THE MARINER'S OWN RISK. THE DEVELOPER ASSUMES NO LIABILITY FOR THE USE

OR OPERATION OF THESE PRODUCTS. MARINERS ARE ADVISED NOT TO RELY SOLELY ON ANY SINGLE AID TO NAVIGATION.

You agree that the Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

SailTimer Inc. makes no representation that the Services are appropriate or available for use in any particular location. To the extent you choose to access such Services, you do so at your own initiative and are responsible for compliance with any applicable laws.

SailTimer Inc. reserves the right to change, suspend, remove, terminate, or disable access to any Services for any or no reason at any time without notice. In no event will SailTimer Inc. be liable for the removal of, termination, or disabling of access to any such Services. SailTimer Inc. may also impose limits on the use of or access to certain Services, in any case, and without notice or liability.

B. Use Of Your Personal Information.

In order to use certain aspects of the Software or to receive any technical support from SailTimer Inc., you are required to provide an e-mail address. If you choose not to provide an e-mail address, you may not be able to use certain features of the software and services. By entering your e-mail address you agree that SailTimer Inc. can use your e-mail address to send you electronic communications, with opt-out details, concerning SailTimer, the Software and Services. SailTimer Inc. will not distribute, rent or sell your e-mail address. No other personal information will be collected by the Software.

We may place e-mail links or forms in the software and services to allow you to contact SailTimer Inc.. It is always your choice whether or not to provide any personal information.

Location Based Information. You agree that SailTimer Inc. may collect location-based data from you through the Software, and may use this information, as long as it is in a form that does not personally identify you, unless (a) you have Sharing turned on in a SailTimer Inc. app, and (b) you have provided personally-identifying information such as your boat name. You will have the ability to utilize social media network location services which inherently share personally identifying location-based data, and are governed by EULAs, Terms & Conditions and Privacy Policies specific to those services.

The Software may provide SailTimer Inc. with weather data gathered by it associated with the geolocational data, periodically.

International Transfers. Your e-mail address and location-based information collected through the software and services may be processed in Canada or another country outside the one in which you reside. By using the software and services, you agree to any such transfer of information outside of your country.

6. No Warranty.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SAILTIMER INC. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

SAILTIMER INC. DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. SAILTIMER INC. ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY COMMUNICATION. SAILTIMER INC. IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, GLOBAL POSITIONING SYSTEMS, SATELLITES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE SERVICES OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SAILTIMER INC. SERVICES. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAILTIMER INC. OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

UNDER NO CIRCUMSTANCES SHALL SAILTIMER INC. BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES, OR FROM THE CONDUCT OF ANY USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

SAILTIMER INC. CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SAILTIMER INC. SERVICES.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

7. Limitation Of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SAILTIMER INC. BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SAILTIMER INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SAILTIMER INC.'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT PRICE PAID FOR THE SOFTWARE, IF ANY. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

8. Indemnification By You.

You agree to indemnify and hold SailTimer Inc., its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Software or Services in violation of this Agreement, arising from a breach of this Agreement, or any breach of your representations or warranties.

9. Injunctive Relief.

You acknowledge that a violation of the provisions of this Agreement would cause serious and irreparable harm to SailTimer Inc.. If a breach of this Agreement occurs, you agree that SailTimer Inc. shall be entitled to an injunction without the necessity of proving the usual prerequisites for injunctive relief. This does not affect in any manner

any other legal or equitable remedies available to SailTimer Inc. for breach of this Agreement. SailTimer Inc. has the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

10. Choice Of Law, Jurisdiction And Venue.

You agree that any disputes between SailTimer Inc. and you shall be resolved under the substantive law of the province of Nova Scotia in Canada (exclusive of its choice of law provisions). The Convention for the International Sale of Goods shall not apply. You and SailTimer Inc. agree to submit all disputes to the exclusive jurisdiction of the provincial and federal courts located in Halifax, Nova Scotia.

11. Third-Party Beneficiary.

If you are using this Software on an Android Computing Device, then you agree that Google is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement, Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement.

12. Assignment.

You may not assign your rights under this Agreement to any third party; SailTimer Inc. may assign your rights under this Agreement without condition. You acknowledge that the Software and any associated licenses have been assigned to SailTimer Inc., and release Indepth Navigation and its directors, shareholders and employees from any liability or obligation with respect to the Software.

13. Termination.

The Software license is effective until terminated by you or SailTimer Inc.. Your rights under this license will terminate automatically without notice from SailTimer Inc. if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Software, and destroy all copies, full or partial, of the Software.

14. Consent To Use Of Data.

You agree that SailTimer Inc. may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software.

15. Agreement.

This Agreement constitutes the entire agreement between you and SailTimer Inc. regarding the use of the Software and supersedes any prior or contemporaneous understandings and agreements between you and SailTimer Inc. related to its subject matter. The section titles in this Agreement are for convenience only and have no legal or contractual effect. SailTimer Inc.'s failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The parties agree that each provision of this Agreement is intended to be construed to be

enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.