

## **SOFAR OCEAN TECHNOLOGIES DATA LICENSE AGREEMENT**

This Data License Agreement (this “**Agreement**”), effective as of the date (“the **Effective Date**”) identified in the Order Form is by and between Sofar Ocean Technologies, Inc. (“**Company**”) and the customer identified in the Order Form (“**Customer**”). This Agreement incorporates the Order Form by reference. Company and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

### **RECITALS**

- A. Company provides certain Company Data for internal use by its Customers; and
- B. Customer desires to access and use Company Data, and Company is willing to provide such access, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. COMPANY DATA; ACCESS AND USE.**

(a) License. To the extent set forth in the applicable Order Form, Company hereby grants Customer a fully paid up, limited, non-exclusive, non-transferable (except in compliance with Section 8(f)), revocable right and license to access Company Data through Company’s proprietary API during the Term of the applicable Order Form, and Use Company Data solely for Customer’s internal business purposes in accordance with, and subject to the Usage Metrics and this Agreement (the “**License**”). Subject to the terms of this Agreement, Customer may download, view, Use, and store Company data on systems owned or controlled by Customer. “**Company Data**” as used herein means: (a) Company proprietary data models and data sets; (b) data that is curated or otherwise licensed from various sources; and/or (c) data that is part of either (a) or (b) above which may be organized, compiled and analyzed by Company including reports.

(b) Additional Services. From time to time, Company may make available certain additional features or services to Customer (collectively, “**Additional Services**”). Provision of any such Additional Services by Company will be subject to the execution of specific Order Form(s) or amendments to existing Order Forms. Unless otherwise agreed to by the parties in the applicable Order Form, Customer’s use of the Additional Services will be subject to the terms of this Agreement.

(c) Use Restrictions. Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) Use Company Data in any manner beyond the scope of rights expressly granted in this Agreement or an Order Form; (ii) modify, sell, sublicense, republish, or create derivative works of Company Data, in whole or in part, unless specifically agreed to by Company in an Order Form; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any Company Data or any software component

or observational data set, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease Use of Company Data to any other Person, or otherwise allow any Person to Use Company Data for any purpose other than for the benefit of Customer in accordance with this Agreement; or (v) Use Company Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; or (vi) interfere with, or disrupt the integrity of Company Data; or (vii) Use Company Data for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license, offer, or sell any product, service or technology related to or competitive with Company's products or services.

(d) Authorized Users. Customer will not allow any Person other than Authorized Users to Use Company Data. Customer may permit Authorized Users to Use or access Company Data *provided* that Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their Use of Company Data.

(e) Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserves and, as between the Parties will solely own, the Company IP and all rights, title and interest in and to the Company IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

## **2. FEES AND PAYMENT.**

(a) Payments. Customer will pay Company the non-refundable fees set forth in the relevant Order Form in accordance with the terms therein ("**Fees**") and without offset or deduction. Payments due to Company under this Agreement must be made in U.S. dollars by credit card or wire transfer of immediately available funds to an account designated by Company. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Company may suspend use and access to Company Data until all payments are made in full. Customer will reimburse Company for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

(b) Taxes. Customer is responsible for paying or reimbursing Company for all taxes, other than any taxes imposed on Company's income, or for providing Company with a tax exemption certificate acceptable to the taxing authorities.

**3. REPRESENTATIONS AND WARRANTIES.** Each Party hereby represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has all necessary rights, permissions and authority to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party.

4. **INDEMNIFICATION.** Customer will defend Company against any claim, suit or proceeding brought by a third party arising from Customer or its' employees, agents, or third parties: (i) breach of this Agreement; or (ii) negligence or willful misconduct.

5. **DISCLAIMER OF WARRANTIES.** THE PROFESSIONAL SERVICES AND OTHER COMPANY IP ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT COMPANY IP WILL MEET CUSTOMER REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, BUG-FREE OR ERROR-FREE BASIS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF COMPANY IP.

CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE COMPANY IP, AND COMPANY DISCLAIMS ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE RESULTING FROM USE OF COMPANY IP, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR PERSONAL INJURY, WHETHER DIRECT OR INDIRECT, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGE. CUSTOMER MAY FIND THAT ACTUAL CONDITIONS DIFFER FROM THE CONTENT PROVIDED BY THE COMPANY IP. WHEN CUSTOMER USES THE COMPANY IP, CUSTOMER AGREES TO TAKE REASONABLE PRECAUTIONS AND TO EXERCISE INDEPENDENT JUDGMENT. CUSTOMER IS RESPONSIBLE AT ALL TIMES FOR CUSTOMER'S ANALYSIS OR CONCLUSIONS BASED ON COMPANY IP, AS WELL AS CUSTOMER'S CORRESPONDING CONDUCT AND THE CONSEQUENCES OF SUCH CONDUCT.

6. **LIMITATIONS OF LIABILITY.**

(a) Exclusion of Damages. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE COMPANY IP OR THE PROVISION OF PROFESSIONAL SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR SUCH LOSS OR DAMAGE IS FORESEEABLE.

(b) Total Liability. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS IN CONNECTION WITH THIS AGREEMENT, THE COMPANY IP OR THE PROVISION OF PROFESSIONAL SERVICES EXCEED THE FEES ACTUALLY PAID TO COMPANY FOR THE DATA LICENSE OR PROFESSIONAL SERVICES FROM WHICH THE CLAIM AROSE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN

BETWEEN COMPANY AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

## 7. **TERM AND TERMINATION.**

(a) Term. The initial term of this Agreement begins on the Effective Date and expires at the end of the Initial Term specified in the relevant Order Form (the “**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for additional periods of the same duration as the Initial Term (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”), unless either Party provides the other with at least thirty (30) days’ written notice of its intent not to renew this Agreement prior to the end of the then-current Term.

(b) Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Notwithstanding the foregoing, Company may terminate this agreement for any reason by providing thirty (30) days written notice to Customer.

(c) Survival. This Section 7 and Sections 1, 2, 3, 4, 5, 6, and 8 shall survive any termination or expiration of this Agreement.

(d) Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 1(a) will terminate. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

## 8. **GENERAL.**

(a) Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

(b) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent to the relevant address set forth in the Order Form, or to such other address as may be specified by the relevant Party to the other Party in accordance with this Section 8(b). Such notices will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party.

(c) Waiver. Either Party’s failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(d) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(e) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Francisco County, California and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(f) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(g) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, inclement weather, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(h) Subcontracting. Company may use subcontractors, and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate; *provided* that Company remains responsible for the performance of each such Subcontractor. Notwithstanding anything to the contrary in this Agreement, with respect to any third-party vendors including any hosting (e.g. AWS) or payment vendors (e.g. PayPal), Company will use commercially reasonable efforts to guard against any damages or issues arising in connection with such vendors, but will not be liable for the acts or omissions of such third-party vendors except to the extent that it has been finally adjudicated that such damages or issues are caused directly from the gross negligence or willful misconduct of Company.

(i) Export Regulation. Customer will comply with all applicable federal laws, regulations and rules that prohibit or restrict the export or re-export of Company Data or software outside the United States ("**Export Rules**"), and will complete all undertakings required by Export Rules, including obtaining any necessary export license or other governmental approval.

(j) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(k) No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

(l) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## **EXHIBIT A – DEFINITIONS**

### **DEFINITIONS.**

(a) **“Authorized User”** means an employee or contractor whom Customer has authorized to Use Company Data.

(b) **“Company IP”** means the Company Data and underlying software, algorithms, models, interfaces, technology, databases, tools, know-how, processes, API’s and methods used to provide or deliver the Company Data or any Professional Services all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

(c) **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(d) **“Order Form”** means a quote issued by Company and accepted by Customer which references this Agreement and sets forth the applicable Company Data, Use, and/or Professional Services to be provided by Company. This Agreement and the relevant Order Form will supersede any purchase order or other terms or conditions of purchase issued by Customer, regardless of whether such purchase order or other terms or conditions of purchase were accepted by Company.

(e) **“Person”** means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(f) **“Professional Services”** means the implementation and/or other professional services, if any, to be provided by Company to Customer as set forth in the relevant Order Form.

(g) **“Usage Metrics”** means the limits, volume or other measurement or conditions of permitted Use for the applicable Company Data as set forth in the relevant Order Form.

(h) **“Use”** means to use and access the Company Data in accordance with this Agreement as may be further described in an Order Form.