

Marinalife Manager

SOFTWARE-AS-A-SERVICE AGREEMENT

This Marinalife Manager System Software-as-a-Service Agreement (this "Agreement") dated as of EFFECTIVE DATE (the "Effective Date"), is by and between Marinalife Manager, LLC, with offices located at 921 Fort Ave, Suite 225, Baltimore, MD 21230 ("Marinalife Manager") and CUSTOMER (as set for on the Quote).

WHEREAS, Customer wishes to procure from Marinalife Manager the software services described herein, and Marinalife Manager wishes to provide such services to Customer, each on the terms and conditions set forth in 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 DEFINITIONS & INTERPRETATION

1.1 The following terms have the following meanings:

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in Baltimore are open for business.

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary", or similar designation or which the recipient knows or has reason to know is regarded by the disclosing party as such, including oral information. "Confidential Information" does not include any information that: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the receiving party; or (e) has been approved for release by the disclosing party's prior written authorization.

"Customer Data" means any information, text, graphics, data, profiles, or other materials uploaded, downloaded or manually inputted to the Service which are provided by or on behalf of Customer.

"Fees" means the fees listed in executed quote between Marinalife Manager and Customer.

"Launch Date" means the day that the Customer begins to use the Marinalife Manager System as defined by an assignment of a boat to a slip, dock space or mooring, or a communication to a boater sent through the Marinalife Manager CRM which can include requests to update boater information. This does not include populating the system with previously assigned berths as part of regular onboarding. In cases where the Launch Date is pushed 6 weeks or more beyond the Effective Date due to delays in Marinalife Manager receiving requested onboarding information, the Launch Date can be set by Marinalife Manager as the Effective Date plus 6 weeks or such other time as the parties may agree.

"Marinalife Manager System" means the proprietary Marinalife Manager technology (including software, databases and platform) provided via <https://manager.marinalife.com> and any materials used by Marinalife Manager to provide the Service (including any copies, corrections, bug fixes, enhancements, modifications or new versions thereof and all research and development and experimental development in respect thereto) excluding the Customer Data.

“**Service(s)**” means the making available of the features and functionality of the Marinalife Manager System to Customer for management of Customer Data and web-based marina data management using the Marinalife Manager System.

“**Term**” has the meaning given in Section 10.1.

1.2 In this Agreement all dollar amounts are expressed in US dollars unless expressly agreed to by the parties. Headings of this Agreement are for convenience of reference only and shall not affect the interpretation hereof.

2 SERVICE

2.1 **Onboarding.** On or around the Effective Date, Customer shall provide Marinalife Manager access to the Customer Data required for use in the Service. It is Customer’s responsibility to ensure that the most up to date Customer Data is uploaded to the Service for optimal use and functioning of the Service.

2.2 **Changes.** Marinalife Manager reserves the right, in its sole discretion, to make any changes to the Services and Marinalife Manager System that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Marinalife Manager's services to its customers, (ii) the competitive strength of or market for Marinalife Manager 's services or (iii) the Services’ or the Marinalife Manager System’s cost efficiency or performance; or (b) to comply with applicable Law. Customer may request and Marinalife Manager may provide additional features or services at rates to be agreed as part of the subscription fee for the Service. Change requests for features not set out in Schedule A may be requested by Customer by providing a written description of the requirements and additional locations and slips may be added to the subscription upon written request of Customer. Marinalife Manager shall use commercially reasonable efforts to respond to any such requests within ten (10) Business Days of the date on which Marinalife Manager receives the change request with an estimate of the time required to complete the requested changes together with the estimated cost of such time and any materials required. Neither party will be bound to perform under or accept any change request made under this Section 2.2 unless or until both parties agree to the same in writing.

2.3 **Customer Access.** Marinalife Manager hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use and access the Marinalife Manager System for the purpose of using the Service from the Launch Date during the Term. Prior to the Launch Date, Customer shall be provided with login details enabling direct access to the database forming part of the Marinalife Manager System. Customer shall have the ability to edit, add to and delete the Customer Data, but shall not otherwise alter the Marinalife Manager System.

2.4 **Customer Responsibilities.** Customer is responsible for providing any and all Customer Data and for compliance with this Agreement, including but not limited to obtaining all necessary licenses, permissions and consents in order for Marinalife Manager to provide the Service to Customer. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Data; (ii) safeguard the login details provided in Section 2.3 and prevent unauthorized access to or use of the Service and Marinalife Manager System, and shall immediately notify Marinalife Manager upon becoming aware of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal and foreign laws in using the Service. Customer will: (a) cooperate and consult with Marinalife Manager in the set-up and activation of the Service for Customer, (b) provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary to access and use the Service and the Marinalife Manager System. Customer is responsible for the security of its own computer systems and the security of its access to and connection with the Service and the Marinalife Manager System.

3 PROPRIETARY RIGHTS

3.1 **Reservation of Rights.** Except for the rights and licenses granted in this Agreement, Customer acknowledges and agrees that Marinalife Manager owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the Marinalife Manager System and Marinalife Manager grants Customer no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. Subject to Section 2.3, Customer acknowledges that only Marinalife Manager shall have the right to maintain, enhance or otherwise modify the Marinalife Manager System or Service.

3.2 **Customer Data.** As between Marinalife Manager and Customer, Customer exclusively owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the Customer Data. For greater certainty, nothing in this Agreement shall restrict Marinalife Manager's right to compile and use all general, anonymized or otherwise aggregated information and statistical data based on the use of the Marinalife Manager System, the Customer Data or output from Customer's use of the Services ("Pattern Data"). Such Pattern Data shall remain the property of Marinalife Manager and may be used for any purposes, including for market research, case studies and other similar initiatives

3.3 **Non-Exclusive License Granted to Marinalife Manager.** For the Term hereof, Customer grants to Marinalife Manager and its subcontractors a non-exclusive, non-transferable right and license to access and use the Customer Data to the extent necessary to perform the Services as contemplated by this Agreement.

3.4 **Suggestions.** Marinalife Manager shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its users relating to the operation of the Service.

3.5 **Service Use Guidelines.** Customer shall use the Service solely as contemplated in this Agreement and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Service available to any third party. Customer shall not: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Marinalife Manager System; (b) circumvent any user limits or other use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or Marinalife Manager System; or (d) access the Service in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service.

4 PAYMENT TERMS AND TAXES

4.1 **Payment Terms.** In consideration for the receipt of the Service and the licenses and other consideration granted hereunder, Customer shall pay Marinalife Manager the Fees specified in Schedule A. Fees for the Service will be invoiced annually in advance for the upcoming year. Unless otherwise stated, all payments shall be made to Marinalife Manager within thirty (30) days after receipt of the invoice. Marinalife Manager reserves the right to increase monthly service fees on an annual basis and to charge additional fees for any use of the Service to manage data of more marinas or slips than the number and location indicated initially in Schedule A.

4.2 **Invoicing and Payment of Taxes.** All charges and fees provided for in this Agreement are exclusive of and do not include any applicable governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including

without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of Customer. Any such taxes that are imposed shall be the sole responsibility of Customer.

4.3 **Overdue Payments.** Any payment not received from Customer by the due date will accrue late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid.

4.4 **Suspension of Service.** If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Marinalife Manager reserves the right to suspend the Service provided to Customer until such amounts are paid in full, or terminate the Service and this Agreement in accordance with the provisions of Section 9.

5 CONFIDENTIALITY

5.1 **Obligation.** Neither party shall use any Confidential Information of the other party except as necessary to exercise its rights or perform its obligations under this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, service partners, customers, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with it at least as restrictive as those in this Section. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

5.2 **Other Exemptions.** Notwithstanding Section 5.1, the parties may disclose this Agreement: (i) as otherwise required by law; (ii) in confidence to legal counsel; (iii) in connection with the enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of the Agreement; (iv) in confidence, to auditors, accountants and their advisors; and (v) in confidence, in connection with a change of control or potential change of control of a party or an Affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Agreement. For any legally compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing, the parties shall reasonably cooperate to limit disclosure of this Agreement.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

6.1 **Representations and Warranties by Each Party.** Each party represents, warrants to the other party that: (i) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties.

6.2 **Marinalife Manager Warranties.** Marinalife Manager represents and warrants to Customer that during the Term it will provide the Service in a commercially reasonable manner and it shall comply with applicable laws in its use and handling of any personal data forming part of the Customer Data. Marinalife Manager does not warrant that Customer's use of the Service will be error-free, uninterrupted or secure.

6.3 **Customer Warranties.** Customer represents and warrants that: Customer has the legal power to enter into this Agreement and that during the Term: (i) Customer has all rights necessary to provide Marinalife Manager with Customer Data for use in accordance with the terms of this Agreement; and (ii)

Marinalife Manager's use of the Customer Data in accordance with the terms of this Agreement will not violate the rights of any third party. Customer shall be responsible for the accuracy of the Customer Data and Marinalife Manager shall not be liable to Customer, any user or any third party for any use of or inaccuracy in any Customer Data under this Agreement.

6.4 **Disclaimer.** EXCEPT AS SPECIFICALLY SET OUT IN THIS SECTION 6 THE SERVICE IS OTHERWISE PROVIDED "AS IS", WITHOUT ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND. MARINALIFE MANAGER AND ITS LICENSORS AND/OR SUPPLIERS MAKE NO OTHER REPRESENTATIONS AND GIVE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICE OR THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MARINALIFE MANAGER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, DURABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7 **INDEMNITY.**

7.1 **Marinalife Manager IP Indemnity.** Marinalife Manager shall indemnify, defend and hold the Customer harmless from and against damages, claims, demands, actions and costs (including legal/attorney fees), charges, expenses, liabilities final settlement or award made to a third party by a court or tribunal of competent jurisdiction in relation to any infringement by the Service and/or Marinalife Manager System of any third party's proprietary or intellectual property right (an "IPR Claim"); provided that: (i) the IPR Claim is not due to misuse of the Marinalife Manager System by Customer or as a result of any of the matters set out in section 7.2; and (ii) Customer shall notify Marinalife Manager promptly of any such claim, permit Marinalife Manager to control the defense and settlement of such claim and reasonably assist Marinalife Manager in defending or settling such IPR Claim. If Marinalife Manager has reason to believe that it would be subject to an injunction or continuing damages based on the Service and/or Marinalife Manager System, then Marinalife Manager may, at its option: (a) procure the rights necessary for Customer to continue to use the Service and/or Marinalife Manager System, as applicable; or (b) terminate this Agreement and the Service immediately and refund to Customer all unapplied amounts paid by Customer to Marinalife Manager in advance in respect of the quarter in which the Service is terminated.

7.2 **Customer IP Indemnity.** Customer shall indemnify, defend and hold Marinalife Manager harmless from and against damages, claims, demands, actions and costs (including legal/attorney fees), charges, expenses, liabilities final settlement or award made to a third party by a court or tribunal of competent jurisdiction in relation to: (i) the alleged misappropriation or infringement of the proprietary or intellectual property rights of a third party in respect of the Customer Data; or (ii) any representation, warranty or other commitment made by Customer to any third party (including users) in respect to the Service ("Claim"). Marinalife Manager shall in its discretion give the Customer conduct of any Claim to control the defense and settlement of such Claim (provided that Marinalife Manager may participate with counsel of its own choosing), and Marinalife Manager shall provide reasonable assistance, at Customer's expense, in defending or settling such claim.

8 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT MARINALIFE MANAGER HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MARINALIFE MANAGER'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

9 TERM AND TERMINATION

9.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in force for an initial term of one (1) year (or such other length of time as may be set forth in the executed quote) from the Launch Date (the "Initial Term"). This Agreement shall automatically renew for further periods of one (1) year on the anniversary of the Launch Date (each a "Renewal Term", and together with the Initial Term, the "Term") unless either party informs the other party no less than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term that it does not intend to renew the Agreement.

9.2 **Termination.** Either party may terminate this Agreement with written notice if the other party: (i) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach; (ii) ceases to carry on business as a going concern; or (iii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.

9.3 **Survival.** The following Sections shall survive the termination or expiration of this Agreement for any reason: 1,3, 5, 6.4, 8, 9.4, 11 and all terms related to payment (until payments have been made in full).

9.4 **Effect of Termination.** Upon termination of this Agreement, the Service and Customer's right of access to the Marinalife Manager System will immediately terminate and Marinalife Manager will promptly deliver to Customer, at Marinalife Manager's own expense, all information and materials in its possession or control that are the property of Customer including, without limitation, the Customer Data as it exists at the time of termination. Upon termination of this Agreement, Customer will promptly deliver to Marinalife Manager, at Customer's own expense, all information and materials in its possession or control that are the property of Marinalife Manager.

10 SERVICE LEVELS & SUPPORT

10.1 **Service Levels.** Subject to planned service outages, Marinalife Manager will provide the Service twenty-four (24) hours per day, seven (7) days per week, with an availability of 99.5% in any given billing cycle. Planned service outages will be notified at least 24 hours in advance and Marinalife Manager will use commercially reasonable efforts to schedule such outages outside of regular business hours.

10.2 **Technical Responses.** Marinalife Manager will use commercially reasonable efforts to respond to urgent service request from Customer within one (1) Business Day. Where possible, Marinalife Manager will provide a workaround or a correction for problems which have a serious impact on the service or deliverables. Marinalife Manager will give updates to Customer as and when appropriate for the category of problem.

10.3 **Support Exceptions.** Marinalife Manager will not be responsible for correcting any problem arising from incorrect use of the Service or to the extent the relevant environment is not within Marinalife Manager's control, any fault in the equipment or in any third party programs used in conjunction with the Service.

10.4 **Support.** Customer can contact Marinalife Manager between 9:00 am to 5:00 pm Eastern Time during a Business Day (“Support Hours”) at the number available on Marinalife Manager’s support website. During Support Hours Marinalife Manager will provide Customer with such technical advice by telephone, email, facsimile transmission, or mail as will be necessary to resolve Customer’s difficulties and queries in using the Service.

11 GENERAL

11.1 **Publicity.** Marinalife Manager may refer to Customer in Marinalife Manager’s list of customers and may use Customer’s name, logo and screenshots for marketing-related purposes for this and related-marketing purposes. No other use of Customer’s name or logo, any other trademark or trade-name of Customer is permitted without the express prior written consent of Customer.

11.2 **Assignment.** This Agreement shall not be assigned by Customer, in whole or in part, to any other entity without the prior written consent of Marinalife Manager. Any assignment in violation of this Section 11.2 shall be null and void from the beginning and shall be deemed a material breach of this Agreement.

11.3 **Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

11.4 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the State of Maryland with respect to any dispute or claim arising out of or in connection with this Agreement.

11.5 **Notices.** All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the addresses set forth in the opening paragraph or at such other address as shall be specified by either party to the other in writing in accordance with this Section 11.5.

11.6 **Independent Contractors.** The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

11.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

11.8 **Force Majeure.** Except for obligations to pay any fees under this Agreement, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes (other than strikes at such party’s facility or involving such party).

11.9 **Subcontractors.** Marinalife Manager may subcontract the performance of this Agreement, or any part of this Agreement without the prior written consent of Customer.

11.10 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

11.11 **Complete Understanding.** This Agreement and any external documents referenced therein, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, proposal or representation

(whether written or oral) concerning its subject matter. To the extent of any conflict between the Schedules to this Agreement and the body of the Agreement, the terms of the Schedule shall prevail.

Schedule A

Marinalife Manager Systems

MARINALIFE MANAGER SYSTEMS FEATURES LICENSED BY CUSTOMER:

- Waitlist, tradelist and boater application management
- Decision making support tools
- Transient boater management
- Customer and community relationship management (CRM) tools
with automated communications
- Full boater profiles
- Facility map and calendar views
- Facility and customer analytics
- Quickbooks and Square POS integrations
- Training and onboarding tools