

End-User License Agreement

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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.

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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 SailTimer Inc. and its directors, shareholders and employees from any liability or obligation with respect to the Software.

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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.

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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. SailTimer Inc. may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

15. Navionics Marine Charts

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16. Agreement.

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