

THIS END USER LICENSE AGREEMENT (the “EULA”) is entered into by and between Shoreline AI, Inc. (“Shoreline”) and the customer named on the attached Order Form (“Customer”), and together with the Order Form into which this EULA is incorporated (collectively, the “Agreement”), governs Customer’s use of the platform described below. Each of Shoreline and Customer are referred to individually as a “Party” and collectively as the “Parties.”

1. The Platform.

A. Description. Shoreline will provide Customer with its asset performance management solution, which is comprised of (A) certain sensing equipment detailed in each applicable Order Form (the “Devices”), together with (B) the hosted services further described herein and in each applicable Order Form (the “Services”), and (C) certain web or mobile applications made available as part of the Services (the “Software,” and collectively with the Devices and Services, the “Platform”). Shoreline will provide Customer with the Devices, Services and Software listed in each applicable Order Form, subject to the terms and conditions described in the Order Form. For clarity, the Services and Software may be used by Customer in conjunction with third party sensors, as described in the applicable Order Form.

B. Permitted Use. Customer will use the Platform, solely in accordance with the terms and limitations set forth in the Agreement and Shoreline’s documentation and instructions for the Platform, for Customer’s own internal business purposes (the “Permitted Purposes”). Subject to Shoreline’s prior written approval, Customer may permit third parties under contact with Customer to use the Platform for Permitted Purposes. Customer is responsible for the activities of such third party users. Customer may not use the Platform (i) for any part of any nuclear facility; or (ii) in any application or situation where failure of the Platform could lead to the death or serious bodily injury of any person, or to severe property or environmental damage.

C. Modification. The Platform includes all updates to the Platform made generally available to Shoreline customers for no additional charge. Shoreline may charge additional fees for new products and services, and Customer may choose whether or not to purchase such new products or services at Customer’s sole discretion. Shoreline may modify, change, remove or update the Platform (including without limitation the design, layout, user interface or any other aspect of the Platform) from time to time without prior notice to Customer, provided that no such changes will materially degrade or materially reduce the scope of the Services, unless such changes are necessary to comply with applicable laws or safety or security obligations. Shoreline will attempt to notify Customer of significant changes affecting the functionality of the Platform.

D. Customer Responsibilities. Customer is responsible for installing all Devices and replacing their batteries as needed.

2. Fees/Payment/Taxes. The applicable fee for use of the Platform and applicable payment terms are described in each Order Form. Customer agrees to pay the amounts set forth in the Order Forms. Unless otherwise stated in an Order Form, payments are due within thirty (30) days of Shoreline invoice. Customer will be solely responsible for all taxes due in connection with its use of the Platform and the fees chargeable in connection therewith. In the event Shoreline is required to collect any sales or use taxes, assessments, withholding or other taxes or similar amounts

assessed on the Platform or any payment remitted by Customer to Shoreline (“Taxes”), Customer will be solely liable for such Taxes and Shoreline will invoice Customer for such Taxes or modify or gross-up the pricing reflected in the applicable Order Form to account for such Taxes.

3. Term and Termination.

A. Term. The Agreement will commence on the date of the last signature on the applicable Order Form (the “Effective Date”) and, unless terminated earlier in accordance with the terms of the Agreement, continues until the expiration or termination of the last Order Form (the “Term”).

B. Termination for Cause. Either Party may terminate the Agreement in the event of a material breach by the other Party, which breach is not cured by such other Party within thirty (30) days’ after written notice thereof.

C. Effect of Termination. Upon the expiration or termination of the Agreement, (i) Customer will cease all use of the Services and Software and Shoreline may disable Customer’s access and usage rights in connection with the Services and Software, (ii) Customer will return all Devices if and as directed in the applicable Order Form, and (iii) any outstanding fees will remain due and payable. In the event of expiration or termination other than for material breach by Customer, Customer will have 30 days to download Customer Data. The expiration or earlier termination of the Agreement will not relieve any Party of any obligations that may have accrued hereunder prior to the effective date of such expiration or termination. The sole effect of terminating an individual Order Form will be to terminate the continued furnishing of the applicable Devices, Services or Software provided under such applicable Order Form, and all other conditions of this EULA and any other operative Order Form will survive in accordance with their respective terms. Sections 2, 3(C), 5, 6, 7, 8, 9, 10(B), 11, 12, 13, and 14 hereof will survive the expiration or termination hereof in order to give effect to their intent and meaning.

4. Usage Rights and Restrictions.

A. License. For the duration of the Term, Shoreline grants to Customer a non-transferable, non-exclusive, and limited right to access and use the Platform for the Permitted Purposes only. Except with the respect to the limited obligation to make the Software available as contemplated hereunder, nothing in the Agreement obligates Shoreline to deliver or make available any copies of computer programs or code relating to the Services or Software to Customer or otherwise. Unless expressly permitted in an Order Form Customer may not rent, lease, distribute, or resell the Services or Software, use the Services or Software to provide for-fee services to third parties. Customer shall not use the Services or Software as the basis for developing a solution that competes with the Platform (or contract with a third-party to do so). All rights not expressly granted hereunder are reserved by Shoreline.

B. Notification Obligations. Customer will promptly notify Shoreline of any failure, error or other malfunction of any part of the Platform. Customer will secure against the unauthorized dissemination of any passwords, identification codes, or other software or hardware security devices used to access data from the Platform or to access the Devices used to operate the Platform. Customer agrees that it is responsible for any breach or violation of the Agreement or applicable law or governmental/regulatory rule or regulation (“Applicable Law”) by any of its employees or

contractors as though it had engaged in such breach or violation itself.

C. Beta Features. From time to time, Shoreline may make new or updated features available as part of the Platform (“**Beta Features**”). Customer may choose to try such Beta Features or not in its sole discretion. Beta Features are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Features are not considered part of the Platform under the Agreement, however, all restrictions, Shoreline reservation of rights and Customer obligations concerning the Platform will apply equally to Customer’s use of Beta Features. Shoreline may discontinue Beta Features at any time in its sole discretion. THE BETA FEATURES ARE PROVIDED ON AS “AS-IS” BASIS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL USE OF ANY BETA FEATURE IS AT CUSTOMER’S SOLE RISK.

5. Data.

A. Machine Health Data. As between Customer and Shoreline, Customer owns (i) all data provided by Customer to Shoreline in connection with Customer’s use of the Platform (“**Customer Information**”), and (ii) all Customer asset measurements collected by Shoreline in connection with Customer’s use of the Platform (the “**Machine Health Data**” and collectively with the Customer Information, the “**Customer Data**”). Customer represents, warrants, and covenants throughout the Term that (i) Customer will comply with Applicable Law relating to privacy and data protection with respect to its access to and use of the Services, and (ii) any Customer Data provided to or collected by Shoreline hereunder will be made available in accordance with all Applicable Law. Customer agrees that Shoreline may use the Customer Data to provide the Services to Customer, to improve Shoreline’s existing products and services or to develop new products and services, and for benchmarking purposes, provided that Shoreline agrees not to disclose non-anonymized Customer Data to any unaffiliated third-party without Customer’s prior written permission, except for the purpose of providing the Platform to Customer. Without limiting the foregoing, Shoreline will be entitled to retain the Customer Data in such format and for such length of time as may be required by Applicable Law.

B. Data Models. As between Shoreline and Customer, Shoreline owns all data, algorithms, processes and analytic models developed or provided by or on behalf of Shoreline that constitute all or a portion of the Platform, or are otherwise used to provide the Services to Customer, including without limitation (i) such data, algorithms, processes and analytic models embodied in the technology underlying the Services and Software, and (ii) data which relates to the operation and working of the Software or Devices, for example Device diagnostics and Device health data, and any conclusions, reports or other data resulting from analysis of such data (e.g., service level data, usage patterns, etc.) (collectively, the “**Data Models**”), including to the extent based on Shoreline’s processing of the Customer Data. For the avoidance of doubt, the term “Data Models” excludes the unprocessed Customer Data. Customer will have no rights to use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, sell, license or process any Data Models.

C. Security. The Parties agree that they will at all times process one another’s data in accordance with all Applicable Law,

and agree to use reasonable efforts to assist one another in relation to the investigation and remedy of any Claim (as defined below) arising in connection with the unauthorized access, use or disclosure of such data. Shoreline and Customer will each establish, implement, and maintain appropriate physical, technical and organizational measures that are designed to: (i) protect the security and integrity of any network or system on which data exchanged between or on behalf of the Parties is transmitted, stored, or processed, and that are reasonably appropriate to the risks represented by the processing and the nature of the data to be protected; and (ii) guard against the accidental or unauthorized access, use, alteration or disclosure of such data while it is on such Party’s network and systems. Such technical and organizational measures will be adequate to comply with Applicable Law and such standards as Shoreline reasonably deems applicable to the Services.

6. Feedback. Customer hereby grants to Shoreline an irrevocable, royalty-free, perpetual license to use all feedback, ideas or suggested improvements provided to Shoreline regarding the Platform, including in connection with Shoreline’s development, manufacturing and marketing of products or services.

7. Intellectual Property.

A. Shoreline IP. Shoreline and its licensors own all right, title, and interest, including all worldwide intellectual property rights in and to the Platform, which includes, for the avoidance of doubt, all tools, software, machine learning models, physics and mathematical models, asset libraries, hardware, materials, data, content, application program interfaces provided by Shoreline or its affiliates as part of or in relation to the Platform, as well as all derivatives and modifications of and improvements to all the foregoing, and in each case the trademarks, service marks and logos contained therein. Customer agrees not to reverse engineer, reverse compile, disassemble or otherwise attempt to derive the source code of any of the technology used to deliver or that forms part of the Platform, except to the extent that Applicable Law prohibits the foregoing restrictions. The Platform is protected by intellectual property laws of the United States and other countries. Customer may not modify, copy, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Platform in whole or in part except as expressly authorized by Shoreline. Customer will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any portion of the Platform or related products or services.

Customer IP. Shoreline acknowledges and agrees that all proprietary, intellectual property and any other rights in and to Customer’s name, logo, service marks and/or trademarks (“**Customer Branding**”) are the sole and exclusive property of Customer. Customer hereby grants Shoreline all necessary rights to use Customer Branding and Raw Data for purposes of providing the Platform to Customer. Customer hereby authorizes Shoreline to disclose that Customer is a customer of Shoreline (e.g., in customer lists, commercial proposals, sales presentations, conferences, etc.). Customer agrees that Shoreline may develop and publish a case study or press releases that includes certain information gathered or learned in connection with the Customer’s use of the Platform. Shoreline shall review the content of the case study or press release with Customer for its

feedback before sharing it with the public, on its website or other social media channels.

8. Third-Party Software. Some portions of the Platform may be provided to Customer under separate license terms, such as those pertaining to open source software (a “**Third Party License**”). In the event of a conflict between the Agreement and any applicable Third Party License, and to the extent any third party software is distributed to the Customer as part of the Platform, the Third Party License will prevail with respect to that third party software. Shoreline is not responsible for and has no control over any such open source or other third-party software.

9. Confidentiality.

A. Definition. Each Party acknowledges that certain information of the other Party that it may acquire or be exposed to in connection with the Platform and the Agreement will constitute information of a proprietary or confidential nature including, without limitation, information concerning the other Party’s business affairs, property and methods of operation and any other material, data or information disclosed by one Party to the other Party that is not generally known by or disclosed to the public or to third-parties (collectively, “**Confidential Information**”). Shoreline’s Confidential Information includes, without limitation, the pricing, features and functions of its products and services, including the Platform. The Customer’s Confidential Information includes, without limitation, the **Machine Health Data**.

B. Obligations. Each Party (the “**Receiving Party**”) agrees: (i) to hold the Confidential Information of the other Party (the “**Disclosing Party**”) in strict confidence using the same degree of care and protection with respect to the Confidential Information of the Disclosing Party that it exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; (ii) not to use the Disclosing Party’s Confidential Information without the Disclosing Party’s prior written consent except as expressly permitted or otherwise contemplated hereunder; and (iii) not to directly or indirectly disclose, distribute, republish or allow any third-party to have access to any Confidential Information of the Disclosing Party without the Disclosing Party’s prior written consent except as expressly permitted or otherwise contemplated hereunder. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information in response to a valid court order, law, rule, regulation, or other governmental action, provided that (1) unless prohibited by Applicable Law, the Receiving Party will provide the Disclosing Party with sufficient written notice of such disclosure and (2) the Receiving Party assists the Disclosing Party, at the Disclosing Party’s expense, in any lawful attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Limited Warranty.

A. General. Shoreline warrants that it will provide the Platform using commercially reasonable care and skill and that the Platform will operate substantially in accordance with its published documentation. In the event that Shoreline fails to comply with the foregoing warranty, Customer must notify Shoreline within fourteen (14) days of becoming aware of the warranty failure, and, upon verifying the warranty failure, Shoreline will use commercially reasonable efforts to correct the non-conformity of the Platform. The foregoing will be Customer’s sole remedy, and Shoreline’s sole obligation, with respect to any failure to comply with the foregoing warranty.

B. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SHORELINE MAKES NO WARRANTIES OF ANY KIND, AND THE PLATFORM IS PROVIDED “AS-IS,” EXCLUSIVE OF ANY WARRANTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHORELINE DISCLAIMS ALL WARRANTIES AND LIABILITIES, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, REGARDING THE ACCURACY, COMPLETENESS OR CURRENCY OF ANY INFORMATION CONTAINED IN OR DERIVED FROM THE PLATFORM. SHORELINE DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR PROBLEM OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

11. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST REVENUES OR PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHORELINE’S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES WITH RESPECT TO ALL EVENTS, ACTS OR OMISSIONS UNDER OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO SHORELINE UNDER THE RELEVANT ORDER FORM DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH DAMAGES.

12. Indemnification.

A. By Shoreline. Subject to the terms of the Agreement, Shoreline will defend Customer from and against any demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) commenced against a Party by an unaffiliated third-party (“**Claim**”) brought against Customer alleging that the Platform infringes any U.S. intellectual property rights of a third-party, and pay the final judgments and settlements approved by Shoreline (“**Losses**”) arising therefrom, in each instance subject to the procedure set forth in Section 12.C below. In the event of such Claim, Shoreline may, at its sole discretion, (a) secure the right of Customer to continue using the Platform, (b) replace the infringing portion of the Platform, or (c) terminate the Agreement. This Section 12.A will not apply to any Claim that is caused by (i) any modification or alteration of the Platform unless such changes were made by Shoreline; (ii) any unauthorized access or use of the Platform; (iii) any combination or use of the Platform with other software, products, equipment, methods or services not provided by Shoreline; (iv) portions of the Platform made available under a Third Party License; (v) Customer’s failure to use or implement corrected or replacement Software (or portions thereof) that would have avoided or mitigated the alleged infringement; (vi) Customer’s continuance of allegedly infringing activity after being notified thereof; (vii) any specifications or requirements supplied by Customer; or (viii) breach of the Agreement by, or gross negligence or willful misconduct of, Customer. This Section 12.A is the only responsibility of Shoreline and the sole and exclusive remedy of Customer for any claims or liabilities associated with infringement or violation of third-party intellectual property rights.

B. By Customer. Subject to the terms of the Agreement, Customer will defend Shoreline from and against any Claim brought against Shoreline relating to: (i) the failure by Customer to comply with its obligations under Section 5 of the Agreement; or (ii) Customer's violation of Applicable Law as such Applicable Laws relates to Customer's use of the Platform; and Customer will pay the Losses arising therefrom, in each instance subject to the procedure set forth in Section 12.C below. This Section 12.B will not apply to any Claim that is caused by breach of the Agreement by, or gross negligence or willful misconduct of, Shoreline.

C. Procedure. The indemnified Party hereunder will: (i) provide the indemnifying Party with prompt written notice upon becoming aware of any such Claim; (ii) reasonably cooperate with the indemnifying Party in the defense of any such Claim; and (iii) provide the indemnifying Party with sole and exclusive control of the defense and settlement of any such Claim.

13. Dispute Resolution.

A. Negotiation. Upon a Party's receipt of notice of a dispute or Claim given by the other Party, the Parties will meet and make a good faith attempt to resolve such dispute or Claim through negotiation. If the Parties are unable to resolve such dispute or Claim within thirty (30) days from the date of the notice, either Party may proceed with the dispute resolution procedure set forth in Section 13.B below.

B. Arbitration. Any controversy arising under, or in relation to the Agreement, except with respect to requests for injunctive relief, will be settled by binding arbitration if the parties are unable to resolve such controversy via negotiation in accordance with Section 13.A. Such binding arbitration will be held in San Francisco County, California, in accordance with the rules of the American Arbitration Association pursuant to its Commercial Arbitration Rules. Each Party agrees to give up the right to litigate any disputes in court before a judge or jury. Instead, all disputes will be resolved before an arbitrator in accordance with the foregoing provisions, which arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the Parties may enforce the arbitrator's award.

C. Governing Law. The Agreement will be governed by, and interpreted under, the internal laws of the State of California, United States of America, without regard to its conflict of law principles. Except with respect to Sections 13.A and 13.B, the federal and/or state courts of California will have personal and subject matter jurisdiction over, and the Parties each hereby submit to the venue of such courts with respect to, any dispute related to the Agreement. Customer consents to service of process permitted under California law or by certified mail return receipt requested.

14. Miscellaneous.

A. Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and any provision deemed unenforceable will automatically be revised with the least changes necessary to effect, to the fullest extent permitted by Applicable Law, the intent of the parties as set forth therein.

B. Assignment. Neither Party may assign the Agreement, in whole or in part, without the prior written approval of the other Party. Notwithstanding the foregoing, and except as otherwise set

forth in an applicable Order Form, no such approval will be required in connection with an assignment to any person or entity owning or acquiring all or substantially all of the stock or assets of the assigning Party. In the event of a permitted assignment, the Agreement will remain in full force and effect and will bind the permitted assignee.

C. Amendment. These EULA and any Order Form hereunder may only be amended, supplemented or otherwise modified by written agreement signed by the Parties. No waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver.

D. Force Majeure. Except for payment obligations, neither Party will be responsible to the other or to any third-party for any failure, in whole or in part, to perform any obligations under the Agreement, including without limitation Shoreline's procurement of any Devices, to the extent that performance is prevented, hindered or delayed by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, acts or attempted acts of terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or other labor disputes, power, network or Internet outages, or any other similar cause beyond the reasonable control of such Party (each a "**Force Majeure Event**"). In addition, Shoreline's failure to perform its responsibilities under the Agreement or delay in performance will be excused if the non-performance or delay is caused by Customer, any of Customer's employees or contractors, or any other third-party.

E. Relationship of the Parties. Shoreline is acting solely as an independent contractor to Customer, and the Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

F. Counterparts and Execution. This EULA and any Order Form hereunder may be executed in one or more counterparts, all of which together will constitute one original document. Each Party agrees that the electronic signatures of the Parties, in any form or format, included in the Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. For the purposes of this provision, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including e-mail signatures and processes developed by electronic signature services (e.g., DocuSign).

G. Entire Agreement. This EULA, together with any Order Form signed by both Parties that references this EULA, constitutes the entire agreement between Shoreline and Customer with respect to the transactions contemplated hereunder. The Agreement overrides and supersedes, and each of Shoreline and Customer expressly disclaim any reliance upon, all other prior and contemporaneous agreements, understandings, purchase orders, proposals, negotiations, and discussions, written or oral, of the parties relating to the Platform. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (i) this EULA, and then (ii) any Order Form signed by both Parties.