

Shoreline AI Starter-kit Licensing Agreement:

THIS STARTER KIT LICENSE AGREEMENT 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 License Agreement is incorporated (collectively, the "**Agreement**"), governs Customer's use of the Services described below.

Scope, Term, & Pricing

This Agreement is applicable only to Shoreline APM Starter-kit Subscriptions and sets forth the terms of Customer's access to and use of the Shoreline software, cloud platform, and sensors for a period of 1 year as more fully described in the Order Form (the "**Starter-kit Subscription**" or "**Services**").

The 12-month Starter-kit Subscription start date will be the 15th of the month in which sensors are shipped for sensors shipped between the 1st and the 15th of the month, and the 1st of the following month for sensors shipped after the 15th of the month ("**Subscription Start Date**").

Customer may only use the Services for its internal evaluation purposes in mutually agreed use-cases.

This Agreement cannot be terminated during the Starter-kit Subscription period of 1 year. Upon end/termination, Customer will have 4 weeks to download their machine health data from the Shoreline portal before that data may be deleted. Additionally, the Customer will have 4 weeks from end/termination date to return all sensors to Shoreline, failing which UD\$799.00 per sensor will be payable by Customer to Shoreline.

The fee for the Starter-kit Subscription is as stated in the Order Form.

General Terms

Customer's rights are limited, non-exclusive, and non-transferable. Rights not expressly granted are reserved by Shoreline. Except for the limited rights granted, the Services (and all components or intellectual property relating thereto) are the sole and exclusive property of Shoreline, and nothing in the Services may be reverse-engineered by Customer or its personnel. Customer's machine health data remains the property of Customer and will be deleted or returned as described below. Customer hereby grants Shoreline a limited, non-exclusive, non-transferable, non-sublicensable, perpetual, irrevocable, royalty-free license to: (i) use or transfer to third parties Customer's anonymized machine-health data for the purpose of providing the services, detecting, preventing and repairing problems related to the security and/or the operation of the Services, performing our obligations hereunder, and/or complying with applicable Laws; (ii) collect, store, aggregate, analyze or otherwise use Customer's anonymized machine health data to fine tune, reconfigure, improve and develop existing and/or develop new services, technologies, models, products and/or software, all of which improvements and developments (including all resulting intellectual property rights) are exclusively owned by Shoreline; and (ii) use Customer's anonymized machine health data for benchmarking purposes and otherwise distribute, disclose or use Customer's anonymized machine health data. Any feedback, suggestions, or findings Customer provides regarding the Starter Kit's functions or features may be freely used by Shoreline to improve its technology and offerings.

If the parties have entered into a separate confidentiality agreement, that confidentiality agreement governs the exchange of any confidential information. If the parties have not entered into a separate confidential agreement, each party agrees to only use such information as contemplated under this agreement and will protect such information in accordance with reasonable and customary measures.

Notwithstanding anything to the contrary, Customer agrees that Shoreline may develop and publish a case study that includes certain information gathered or learned in connection with the Services. Shoreline shall review the content of the case study relating to Customer with Customer for its feedback before sharing it with the public or on its website or other social media channels.

This Agreement will be governed by and construed in accordance with the internal laws of the State of California without regard to the choice of law or conflict of law's provisions thereof.

THE SERVICES ARE MADE AVAILABLE TO CUSTOMER "AS IS" FOR EVALUATION AND TESTING PURPOSES ONLY AND WITHOUT ANY COMMITMENTS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. IN NO EVENT WILL SHORELINE BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY RELATING TO THE STARTER KIT IN EXCESS OF THE AMOUNTS PAID OR \$50, WHICH EVER IS GREATER.

CUSTOMER IS UNDER NO OBLIGATION TO PURCHASE ANY ADDITIONAL SUBSCRIPTIONS OR SENSORS FROM SHORELINE.