

TERMS OF SERVICE AGREEMENT

By installing or downloading software and/or using a MotorGuide update programmer to repair or update MotorGuide products, you agree to the following Terms of Service Agreement.

Please contact MotorGuide with any questions:

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1. TERMS OF SERVICE - ACCEPTANCE

This Terms of Service Agreement ("Agreement") is entered into by and between Brunswick Corporation ("Brunswick," "MotorGuide," "we," or "us") and You as a user ("You," "Your," or "the User"). This Agreement governs downloading or installing software, or the use of any MotorGuide-supplied USB update programmer for repair or updating of MotorGuide products ("Services").

By using the Services, you acknowledge that (a) you have read and understand this Agreement and are legally bound by its terms and (b) you are 16 years of age or older. If you do not agree to these terms, do not use the Services.

MotorGuide reserves the right to modify this Agreement from time to time at its sole discretion. The most recent version of the Agreement supersedes any previous versions and can be found on www.MotorGuide.com. Use of the Services will constitute acceptance of the most recent version of this Agreement.

Failure to comply with the terms of this Agreement may result in termination of MotorGuide product warranties.

2. PERSONAL DATA

When you request Services, MotorGuide may ask for Your name, address, and e-mail address. We collect this data so we can provide you with Services, provide future updates and service information, register your MotorGuide products, and to manage our relationship with You as a customer. As a User, You agree to provide MotorGuide with accurate information and to update it as necessary. For more information, please refer to our Privacy Policy, available at www.MotorGuide.com.

MotorGuide does not knowingly collect or use information for children under the age of 16. Children under age 16 should not submit their information for Services.

3. USING THE SERVICES

Unless otherwise specified, Services are intended for Your personal, non-commercial use only to repair or upgrade MotorGuide products. You may not, without MotorGuide's prior written agreement, do any of the following:

- Access or use the Services for any other purpose;
- Access or use the Services in a manner not authorized by MotorGuide;
- Reproduce, duplicate, copy, sub-license, transfer, sell, trade, or distribute the Services to any third party; or
- Republish any information available through Your use of the Services or any associated hardware.

You agree to use the Services only for purposes that are permitted by applicable law, rules, or regulations, and as permitted by this Agreement. You agree not to disrupt, or in any way attack, modify, or interfere with the Services or any hardware associated with them. Additionally, You agree not to interfere in any way with other Users' use of the Services. You agree not to "reverse engineer" the Services or any associated hardware or copy, translate, or reduce the Services or associated software to any electronic medium or machine-readable form, in whole or in part, without MotorGuide's prior written consent.

4. INTELLECTUAL PROPERTY RULES, RIGHTS, AND USE

The Services (including associated software and hardware) contain material protected under applicable intellectual property laws. MotorGuide reserves all rights, title, and interest in the Services and to any updates, modifications, improvements, and derivatives. You may only use the Services for personal, non-commercial use. You may not modify, copy, reproduce, republish, or otherwise transfer any data from the Services or associated hardware, or any other materials that belong to Brunswick or MotorGuide. MotorGuide and other trade and service marks are the property of Brunswick Corporation and You may not use them for any purpose not expressly authorized in this Agreement.

5. DISCLAIMERS AND LIABILITY LIMITATIONS

Brunswick is providing the Services for use only as instructed. Brunswick disclaims warranties and representations, either express or implied, if You do not use the Services in accordance with the applicable specifications and instructions. Brunswick and its officers, directors, shareholders, employees, and agents are not liable for any direct, indirect, incidental, or consequential damages or loss (including loss of profit) arising from, or in connection with use of the Services. In any event, Your sole remedy is limited to correcting errors or malfunctions that occur in connection with Your use of the Services.

This Agreement will be governed by and construed in accordance with Michigan law, without giving effect to any other choice or conflict of law provision.

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