



Surflife Camera Host Agreement

Spot: [Host.Property.Name]

Country: [Host.Country]

Created by:

[Sender.FirstName] [Sender.LastName]
Surflife

Prepared for:

[Authorized Party.FirstName] [Authorized
Party.LastName]

SURFLINE CAMERA HOST AGREEMENT

This Surfline Camera Host Agreement ("Agreement") is entered into as of the last date of signature below ("Effective Date"), between _____ ("Surfline"), and _____ ("Authorized Party").

Surfline owns, operates and maintains Internet-based streaming high-definition cameras and video equipment and weather stations (collectively, the "Equipment") for the purpose of providing, via the Internet and mobile applications, images and video of surf, weather conditions and other data derived from such imagery to its users and customers.

Authorized Party is the owner, agent of owner, occupier, or otherwise authorized party of the Property (defined below) and agrees to provide Surfline with the necessary facilities and assistance to install, operate and maintain the Equipment on the Property (the "Services") under the terms and conditions set forth below.

Installation Details	
Spot Name	
Property (full address)	[Host.Property.Address]
Consideration	
Payee (if applicable)	
Estimated Installation Date	
Initial Term	3 years
Additional Terms	

This Agreement includes and incorporates (i) the above Installation Details, (ii) any amendments subsequently entered into by the parties, (iii) the Surfline Camera Host Agreement Terms and Conditions, attached hereto, and (iv) any other attachments or schedules referenced herein, which in each case are hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations.

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the Effective Date.

SURFLINE

By:

Name: [Surflin.FirstNme] [Surflin.LastNme]

Title: [Surflin.Title]

Date:

Email for Notice: camera@surflin.com

Address for Notice: 2261 Market St., STE 10852
San Francisco, CA 94114

AUTHORIZED PARTY

By:

Name:

Title:

Date:

Email for Notice:

Address for Notice:

SURFLINE CAMERA HOST AGREEMENT TERMS AND CONDITIONS

1. Installation and Ownership

- 1.1. Installation and Removal. (a) Surfline will select the Equipment to be installed at the Property. (b) Authorized Party grants permission to Surfline (including any employee, agent or subcontractor appointed by them) to enter onto the Property on a mutually agreed-upon installation date for the purpose of installing the Equipment at a mutually agreed-upon location on the Property. Authorized Party must ensure that such access is provided safely to Surfline and that Authorized Party is present on the installation date, or someone who can give Surfline instructions on their behalf (and is 18 years old or over) is present. (c) Installation may require the consent of someone else, for example the occupier or owner of the Property, the landlord, the local council or authority, and it is the absolute responsibility of Authorized Party to obtain written consent from such person for the Equipment to be installed and remain installed at the Property during the Term and Authorized Party must provide that written consent to Surfline on or before the installation date. Authorized Party will indemnify and hold harmless Surfline from and against any losses in the event such consent has not been provided. (d) Within seven (7) days of the date of Installation, Surfline will provide written confirmation of the items of Equipment that were installed. (e) Following the termination or expiration of this Agreement Surfline will remove the Equipment within a reasonable period.
- 1.2. Ownership of the Equipment. All Equipment is and will at all times remain the absolute and exclusive property of Surfline. Authorized Party, and anyone else associated with the Property, will not assert any right, title or interest in or to the Equipment.
- 1.3. Ownership of Images and Data. Any and all other materials or information concerning the business, operations or plans of Surfline, including, but not limited to, images, photographs, audio or video recordings and data captured by the Equipment (collectively, "Company Materials"), is and will at all times remain the absolute and exclusive property of Surfline. Authorized Party will not assert any right, title or interest in or to the Company Materials. Authorized Party agrees that, immediately upon Surfline's request and in any event upon the termination of this Agreement, Authorized Party shall promptly deliver to Surfline all Company Materials in Authorized Party's possession.

2. Surfline Obligations

- 2.1. Installation and Operation. Surfline will provide, install, operate and maintain the Equipment. Unless otherwise agreed to, Surfline will be solely responsible for all costs associated with the installation, operation and maintenance of the Equipment.
- 2.2. Consideration and Taxes. Surfline agrees to provide, and Authorized Party agrees to accept the "Consideration" for the provision of the Services hereunder as of the date the Equipment is installed. Authorized Party shall be responsible for paying all required local, state and national taxes related to compensation earned by Authorized Party under this Agreement. Authorized Party acknowledges that payment for any Consideration due under this Agreement will not be made until Authorized Party provides a required tax documentation (such as W9, ABN or GST registration) via email to accountspayable@surfline.com.
- 2.3. Authorized Payee. If the Authorized Party wishes for any Consideration under this Agreement to be paid to a party other than the Authorized Party ("Payee"), the Authorized Party must identify the Payee herein, or with written notice if identified after the signing hereof, and provide the Payee's contact and payment information to Surfline. The Authorized Party represents and warrants that it has full authority to direct such payment and shall provide written evidence of such authority upon Surfline's request. Payment by Surfline to the designated Payee in accordance with this Agreement shall fully discharge Surfline's payment obligations under this Agreement, and Surfline shall have no liability for any disputes between the Authorized Party and the Payee regarding entitlement to such payment. In the event a Payee is designated in accordance with this section, Authorized Party will indemnify and hold harmless Surfline from and against any claims, losses, liabilities, or expenses (including reasonable attorneys' fees) arising out of or related to any dispute regarding the authority of the Authorized Party to direct payment to the Payee or claim by the Payee or other third party related to the Consideration, including misdirection of payment. Authorized Party remains responsible for any tax obligations not satisfied by the Payee to the extent a Payee is designated in accordance with this section.

3. **LIMITATION OF LIABILITY (PLEASE READ CAREFULLY).** IN NO EVENT SHALL SURFLINE BE LIABLE TO AUTHORIZED PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SURFLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SURFLINE WILL BE LIABLE FOR DAMAGE TO THE PROPERTY THAT IS SOLELY AND DIRECTLY CAUSED BY THE NEGLIGENT INSTALLATION, MAINTENANCE, OR REMOVAL OF THE EQUIPMENT BY SURFLINE PERSONNEL. SURFLINE'S TOTAL AGGREGATE LIABILITY TO AUTHORIZED PARTY FOR ALL LIABILITY ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AT LAW OR IN EQUITY IS LIMITED TO ONE THOUSAND (1,000) UNITS OF THE LOCAL CURRENCY OF THE SURFLINE CONTRACTING ENTITY UNDER THIS AGREEMENT (E.G., USD IF CONTRACTED WITH THE US ENTITY, AUD IF CONTRACTED WITH THE AUSTRALIAN ENTITY, GBP IF CONTRACTED WITH THE UK ENTITY, AND NZD IF CONTRACTED WITH THE NEW ZEALAND ENTITY).

4. Authorized Party Obligations

- 4.1. Due Authorization and Facilities. Authorized Party represents and warrants that it is duly authorized to enter into this Agreement. Authorized Party will provide: (i) a suitable, stable and secure location and space for the Equipment; and (ii) a suitable and stable electrical connection and electricity for the Equipment, each as determined in the sole discretion of Surfline.
- 4.2. Access. Authorized Party hereby grants to Surfline permission to enter the Property upon no less than twenty-four (24) hours' notice (such notice to be provided by email or writing) to Authorized Party, for the purpose of replacing or maintaining the Equipment.
- 4.3. Exclusivity. During the Term (as defined below), Authorized Party shall not enter into any agreement with any other party with regards to the installation of cameras or video equipment on the Property and shall not permit any weather station, webcam or other similar equipment to be located on the Property for the purpose of recording, streaming or transmitting images or video of surf or weather conditions for or to any party other than Surfline.
- 4.4. Confidential Information. During the Term, Authorized Party will have access to confidential, proprietary, or trade secret information of Surfline, whether or not marked as "confidential" or "proprietary", including information which is not generally known to the public including, without limitation, business methods and plans, Equipment make and model and installation methods, and network configurations (collectively, the "Confidential Information"). Confidential Information includes not only information belonging to Surfline which existed before the date of this Agreement but also information obtained by Authorized Party during the Term and thereafter. Please be advised, information about Surfline employees or contractors, including names and contact information, is Confidential Information. Any third party inquiries regarding the Equipment or subject matter of this Agreement can be directed to Surfline Customer Service at support@surfline.com. Authorized Party agrees that its use of Confidential Information is subject to the following restrictions during the Term and for an indefinite period thereafter so long as the Confidential Information have not become generally known to the public. Authorized Party will not publish or disclose or allow to be published or disclosed, Confidential Information to any third party or person who is not an employee of Surfline. Upon termination of this Agreement for any reason, Authorized Party will surrender to Surfline all documents and materials in its possession or control which contain Confidential Information. Authorized Party will not use any Confidential Information to engage in competition with Surfline at any time during the Term or after the termination of this Agreement.
- 4.5. Management of Equipment. Authorized Party will not move, relocate, access or otherwise interfere with the Equipment except at the direction of Surfline.
- 4.6. Authorized Party Indemnity. Authorized Party indemnifies and will continue to indemnify and hold harmless Surfline from all direct and indirect expenses, costs, damages and losses (including legal costs on a solicitor and own client basis) that are suffered or incurred by Surfline arising directly or indirectly from: (i) Authorized Party's breach of Section 4.5; or (ii) any negligent or other wrongful act or omission of Authorized Party, or its other employees, agents, subcontractors in relation to the Equipment.

5. Term & Termination

- 5.1. Term. This Agreement will commence as of the Effective Date and, unless earlier terminated pursuant to this Section 4, will continue for the initial term as specified in the Installation Details of the Agreement (the "Initial Term"). Following the Initial Term, the Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless earlier terminated pursuant to Section 4 or either party provides written notice of non-renewal at least sixty (60) days before the renewal date.
- 5.2. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any of the terms or conditions of this Agreement and, if the breach is capable of remedy, fails to promptly remedy that breach within thirty (30) business days of written notice of such breach. Notwithstanding the foregoing, the parties acknowledge and agree that a breach of Section 4.4 is not curable and, therefore, no cure period is extended, and this Agreement may be terminated immediately for a breach of Section 4.4.
- 5.3. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving the other party thirty (30) days prior notice.
- 5.4. Effects of Termination. Upon the termination of this Agreement for any reason, Surfline shall have the right to, and Authorized Party hereby grants permission to Surfline to enter the Property to remove the Equipment upon no less than 24 hours prior notice. Authorized Party hereby grants Surfline a first right of refusal with respect to any future contract of a similar nature regarding installation of Internet-based streaming cameras or video equipment on the Property for a period of one (1) year following termination of this Agreement.

6. **Insurance.** During the Term, Surfline will maintain insurance as follows depending on the Surfline contracting entity:
 - a. If the Surfline contracting entity is Surfline\Wavetrak, Inc., commercial general liability insurance and umbrella/excess liability insurance, with a combined total limit of not less than \$2,000,000 USD per occurrence;
 - b. If the Surfline contracting entity is Wavetrak Oceania Pty Ltd, a comprehensive broad form liability insurance of not less than \$20,000,000 AUD per occurrence; and
 - c. If the Surfline contracting entity is Wavetrak Limited, a policy of comprehensive general liability insurance, including personal injury and property damage liability coverage with a minimum combined single limit of £5,000,000 per occurrence.
7. **Notices.** Any notices that are permitted or required under the terms of this Agreement shall be sent: (i) by overnight courier, postage prepaid, in which case notice shall be deemed to have been given the business day after deposit of such notice with such service; or (ii) by email, in which case notice shall be deemed to have been given upon the earlier of confirmed receipt thereof (e.g., a party receiving an email response) or the next business day after sending of such email. Notice shall be

directed to the addresses specified by each party in the signature block of this Agreement or to such other address as a Party may specify by notice in accordance with this provision.

8. **Governing Law.** This Agreement shall be interpreted, construed, governed and enforced in accordance with the laws specified below, without regard to conflicts of law principles that would require application of the laws of another jurisdiction. The parties irrevocably submit to the exclusive jurisdiction of the courts specified below for any dispute arising out of or relating to this Agreement:
- a. If the Surflin contracting entity is Surflin\Wavetrak, Inc., the laws of the State of California, and the state and federal courts located in Orange County, California;
 - b. If the Surflin contracting entity is Wavetrak Oceania Pty Ltd, the laws of New South Wales and the courts located in New South Wales, Australia;
 - c. If the Surflin contracting entity is Wavetrak Limited, the laws of England and the courts located in England;
 - d. If the Surflin contracting entity is Surflin NZ Limited, the laws of New Zealand and the courts located in Dunedin, New Zealand.
9. **Assignment.** Authorized Party shall not have the right or ability to assign or transfer any rights or obligations under this Agreement without the written consent of Surflin. Any attempt to do so shall be void. Surflin may fully assign and transfer this Agreement in whole or part without the prior written notice or consent of Authorized Party. Where Authorized Party wishes to sell or vacate the Property then Authorized Party shall contact Surflin immediately and Surflin shall be entitled to terminate this Agreement or agree to an assignment of this Agreement to the new occupant/owner of the Property. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns.