

# Master Services Agreement

Last Revised: 8-1-2022

This Master Services Agreement governs the use of the Services (defined below) and Professional Services (defined below) and are an agreement between the client identified on the Order Form (“Client”) and LightBox Parent, L.P. or its Affiliate as set forth on the Order Form (“Provider”). This Master Services Agreement is part of the Order Form (defined below) and is incorporated into the Order Form as if fully set forth therein. This Master Services Agreement (as may be amended from time to time), together with any Order Form(s) and Additional Service Terms (defined below), form a binding agreement (the "Agreement") between Client and Provider.

## 1. Definitions and Interpretation.

1.1 Definitions. The following terms used in the Agreement have the meanings provided below, and other terms are defined in the body of this Master Services Agreement:

- (a) “Additional Service Terms” means the applicable Service’s additional terms and descriptions which are available at <https://www.lightboxre.com/additionaltermsofuse/> as updated from time to time. The Additional Service Terms are incorporated into the Agreement by reference.
- (b) “Affiliate” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).
- (c) “Commencement Date” means the date set forth on the Order Form as the Commencement Date.
- (d) “Documentation” means any user guides, manuals, on-line help, software release notes, instructions, performance descriptions, design documents, test materials, operation guides, training materials and other materials and documentation provided by Provider in written or electronic format referring to or relating to the use of the Services.
- (e) “Hosted Services” means any hosted software as-a-service platform provided by Provider to Client under the Agreement, as specified in an Order Form.
- (f) “Input Data” means the data and other information and content provided by Client to Provider (including through the Services) for use in connection with the Services.
- (g) “Order Form” means the order form, order and pricing form, purchase form or similar document for the Services (as it may be amended from time to time). The Order Form incorporates therein by reference this Master Services Agreement and the Additional Service Terms. By executing the Order Form, Client agrees to this Master Services Agreement and the Additional Service Terms.
- (h) “Professional Services” means implementation services provided by Provider in connection with the Services as described more fully in a Statement of Work. Professional Services shall not include the Services.
- (i) “Provider Data” means certain data or information owned by Provider or any of its Affiliates or licensed to Provider or any of its Affiliates and to be provided as a Service or provided through any Services to Client. Provider Data includes information portrayed or rendered in any manner, including without limitation maps, data, analysis, and images of any kind.
- (j) “Services” means the Software, Hosted Services, Provider Data, and Documentation, together with any upgrades, modified versions, bug fixes or updates thereto as provided by Provider.

- (k) “Software” means any software distributed by Provider to Client under the Agreement for use in connection with a Service, including any APIs, pixels, and applications (but excluding any hosted software used to provide the Hosted Services).
- (l) “Statement of Work” means a document that describes certain Professional Services purchased by Client. Each Statement of Work shall incorporate this Master Services Agreement by reference.
- (m) “User” shall mean all persons who are authorized by Client to access and use the Services under Client’s account and on its behalf.

## **2. Term and Termination.**

2.1 Term. The term of the Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Order Form (the “Initial Term”), and will automatically renew thereafter for successive one year periods, unless a different period is set out on the Order Form (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless Client or Provider gives the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Any notice not delivered within such thirty (30) day period shall be null and void.

2.2 Termination for Non-Payment. Provider may terminate the Agreement immediately on written notice if Client fails to make any payment due under the Agreement within ten (10) days of the due date.

2.3 Termination for Cause. Provider or Client may terminate the Agreement with immediate effect by written notice to the other party if the other party:

- (a) commits a material breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party’s intent to terminate the Agreement unless the breach is remedied; or
- (b) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.

2.4 Payment Obligations. If Provider terminates the Agreement pursuant to Section 2.2 or 2.3, all Fees (defined below) due by Client as of the effective date of termination shall be immediately due and payable.

2.5 Effect of Termination. Upon termination or expiration of the Agreement:

- (a) All access and use rights of Client in and to the Services (including, for clarification Provider Data) under the Agreement shall immediately terminate.
- (b) Client and all Users shall immediately cease using the Services (including, for clarification, Provider Data) and shall have no further right to access or use the Services.
- (c) Client must return, delete, or destroy all copies of any Provider Data or other data and information contained in or retrieved from the Services in the possession or control of Client or any of its Users; provided that Client shall not be obligated to delete or destroy (i) any information contained in any reports written by Client for any of its customers, or (ii) any information required for statutory or regulatory purposes (provided further that any information described in clauses (i) and (ii) shall remain subject to the provisions of the Agreement which survive termination). Client must certify in writing to Provider as to the return, deletion or destruction of such items. Such certification shall be signed by an authorized officer of Client and shall be provided to Provider within ten (10) days of the termination or expiration of the Agreement.
- (d) Client shall permanently erase all of Provider’s Confidential Information (defined below) from its computer systems and certify such erasure and in writing signed by an authorized representative of Client. Such certification shall be delivered to Provider within ten (10) days of the termination or expiration of the Agreement.
- (e) Provider shall have no obligation to preserve or maintain any Input Data or to deliver any Input Data to Client or any User.

2.6 Sections Surviving Termination. The provisions of Sections 1, 2.5, 2.6, 4.5, 4.6, 4.7, 4.8, 5 – 7, 10 – 15, 17 – 23 of this Master Services Agreement and obligations to pay Fees under the Agreement shall survive any termination or expiration of the Agreement.

### 3. Fees; Payment.

3.1 Fees. The fees for the Services and fees for Professional Services (“Fees”) are calculated and set forth in the Order Form and the Statement of Work (but are subject to adjustment pursuant to the terms of the Agreement, including without limitation Section 3.4). Fees shall be due and payable in accordance with the billing schedule set forth on the Order Form or Statement of Work (and if no billing schedule is provided, Client will pay Fees as invoiced by Provider). Unless otherwise set forth on the Order Form or in a Statement of Work, all Fees and other payments pursuant to the Agreement (i) are due upon invoice; (ii) shall be paid via ACH to the bank account set forth on the invoice; and (iii) shall be in U.S. Dollars. All Fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. All Fees are non-refundable except as set forth in Section 8.2.

3.2 Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, goods and services, use or withholding taxes (collectively, “Taxes”). Client is solely responsible for paying all Taxes which may be levied as a result of the Agreement and the transactions contemplated hereby (excluding taxes based on Provider’s net income or property) unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Late Payments; Charges. If any Fees or other amounts payable by Client under the Agreement are not paid when due, Provider reserves the right (i) to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid, and /or (ii) to suspend Client’s access to the Services. Client shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts, including without limitation collection agency fees and reasonable attorneys’ fees.

3.4 Increases Following Initial Term or Renewal Term. Provider may increase or adjust the Fees for any Service or Professional Service, or the basis for calculating such Fees, after the Initial Term or any Renewal Term provided that Provider has given Client notice of such increase or adjustment at least sixty (60) days prior to the end of the Initial Term or Renewal Term; provided further that in the event Provider does not provide any such written notice, Provider reserves the right to increase the Fees after the Initial Term or after any Renewal Term by the greater of (i) 5% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor). Notwithstanding Section 22 below, such notice may be provided by email to Client.

### 4. Use.

4.1 Use. Subject to the terms and condition of the Agreement, Provider grants to Client during the Term a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services as set forth in the Order Form, solely for the permitted use set forth on the Order Form, and if no permitted use is set forth on the Order Form, then solely for the internal business purposes of Client, in each case subject to the limitations herein and in the Additional Service Terms.

4.2 Restrictions. Without limiting Section 4.1, Client will not, and will not permit any third-party, including any User, to:

- (i) use the Services except as expressly permitted in the Agreement;
- (ii) distribute, lease, sublicense, or otherwise disclose or give anyone else access to the Services;
- (iii) access or use the Services if Client is a direct or indirect competitor of Provider or any of its Affiliates, or provides any portion of the Services to any direct or indirect competitor of Provider or any of its Affiliates;
- (iv) use the Services in a manner that violates applicable law or any third party's privacy rights or intellectual property rights;

- (v) use the Services for benchmarking purposes or to create a similar or competitive product or service to the Services (or any portion thereof) or to gather any information for a competitor or potential competitor of Provider or any of its Affiliates;
- (vi) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever (unless this restriction is not permitted under applicable law);
- (vii) in any way reproduce or circumvent the integration system, encryption methods, copy protections, navigational structure or presentation of the Services or the data contained therein;
- (viii) use, reproduce, transfer to, or combine in any way, the Services or any other data, material or any other information contained in, or provided in or through the Services, with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date;
- (ix) create derivative works (including without limitation models or algorithms) from the Services (including any of the Provider Data and other data and information contained in or retrieved from the Services);
- (x) use the Services for knowledge transfer to enhance Client's intellectual property;
- (xi) use the Services in any way that threatens the integrity, performance, or availability of the Services;
- (xii) attempt to gain unauthorized access to the Services or its related systems or networks;
- (xiii) permit direct or indirect access to or use of the Services in a way that circumvents contractual obligations or usage limits, or use the Services to access or use any Provider intellectual property except as permitted under the Agreement;
- (xiv) use or combine the Services (including any Provider Data) with any other material or otherwise that may subject the Services (or any Provider Data) to any open source software, open content, open database, licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Services or Provider Data (or any part thereof); (b) grant any licenses to any derivative works of any Services or Provider Data (or any part thereof); (c) cause redistribution of the Services or Provider Data (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Services or Provider Data (or any part thereof);
- (xv) attempt to access the Services through any means not intentionally made available or provided by Provider;
- (xvi) use robotic mechanisms, web crawlers, spiders, search engines, artificial or software based searches or any other form of manual or automated data collection processes to access the Services or any of the data contained therein; or
- (xvii) engage in data mining, screen scraping, copying, electronic extracting, downloading or compiling data or any other activity designed to obtain, re-use or reformat information contained within the Services.

4.3 Evaluation. If an Order Form indicates that the Services are to be used by Client for evaluation purposes, Client shall be granted a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services solely for Client's own non-production, internal evaluation purposes (an "Evaluation Use"). Each Evaluation Use shall be granted for an evaluation period of up to thirty (30) days from the date of delivery, plus any extensions granted by Provider in writing (the "Evaluation Period"). There is no fee for the Evaluation Use during the Evaluation Period. Notwithstanding anything otherwise set forth in the Agreement, Client understands and agrees that the Services for any Evaluation Use is provided "AS IS" and that Provider does not provide warranties for or in connection with any Evaluation Use.

4.4 Professional Services. Client and Provider may enter into Statements of Work that describe the specific Professional Services to be performed by Provider. Unless otherwise expressly set forth on the applicable Statement of Work, all right, title, and interest in and to all deliverables and content created or delivered under such Statement of Work

are the property of Provider, its third party suppliers or its Affiliates and no part thereof shall be considered a “work made for hire” or a work made in the course of employment. If applicable, while on Client premises for Professional Services, Provider personnel shall comply with reasonable Client rules and regulations regarding safety, security, and conduct made known to Provider. Provider warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Client’s sole and exclusive remedy and Provider’s entire liability for any breach of the foregoing warranty, Provider will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Client the fees paid for the non-conforming Professional Services.

4.5 Input Data. By submitting Input Data into the Services, Client represents and warrants that it exclusively owns such Input Data or has all rights necessary to grant all rights and licenses to the Input Data required for Provider and its Affiliates, subcontractors and service providers to access and use the Input Data in connection with the Services or otherwise permitted pursuant to the terms of the Agreement. Client represents and warrants that it will not transmit or expose to Provider any (i) protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) or (ii) cardholder data (as regulated by the Payment Card Industry Security Standards Council) as a part of using the Services. Client acknowledges and agrees that it shall be responsible in the event that any damage or loss of any kind results from Client's provision of Input Data. Without limiting the foregoing, Client shall defend, indemnify, and hold harmless Provider and its Affiliates and their respective partners, members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees), arising from or relating to Client's provision of the Input Data, including any claim that the Input Data or Provider's use thereof in accordance with the terms of the Agreement infringes, violates or misappropriates a third party's contractual rights, intellectual property rights or trade secret or violates any contract or obligation to which Client is bound.

4.6 Use of Input Data. Provider will use the Input Data to perform its obligations under the Agreement; provided that Client grants Provider and its Affiliates a perpetual, non-exclusive, royalty-free, license to use the Input Data in anonymized form (i) for Provider's and its Affiliates' internal business purposes (including without limitation consistent with business operations and product development); and (ii) to create, publish, sell, license, market, distribute and use derivative products ("Derivatives"). Any Input Data which has been anonymized by Provider or any of its Affiliates such that it is not identifiable shall not, after such anonymization, be considered Input Data or Client's Confidential Information, and Client shall have no further rights therein. Client will not claim any ownership interest in, or right to use any Derivative, nor will it contest Provider's or any of Provider's Affiliates' ownership interest in any Derivative. Client further agrees that (i) Provider or the applicable Provider Affiliate will maintain exclusive ownership and rights in each Derivative, and (ii) the Agreement will not be construed to vest in Client any rights with respect to any Derivative.

4.7 Feedback. In the event Client or any of its Users submit comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve the Services or any other products or services of Provider or any of its Affiliates ("Feedback"), Provider and its Affiliates may use the Feedback without obligation to Client or any User, and Client and each User hereby irrevocably assigns to Provider and its Affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

4.8 No Other Rights. As between Client and Provider, Provider shall own all right, title and interest (including all intellectual property rights and other proprietary rights embodied therein) in and to the Services and no part thereof shall be considered a “work made for hire” or a work made in the course of employment. The underlying structure, organization, and code of the Services (including the Provider Data) and of the products and services provided by Provider are the valuable trade secrets and Confidential Information of Provider, its third party suppliers and/or its Affiliates. Provider will own all rights in any copy, translation, modification, adaptation, or derivation of the Services. Client will obtain, at Provider’s request, the execution of any instrument that may be appropriate to assign these rights to Provider or perfect these rights in Provider’s name. Except for the rights expressly granted under the Agreement, Provider and its third party suppliers and its Affiliates retain all right, title, and interest in and to the Services, including without limitation all related intellectual property rights inherent therein. No rights are granted to Client other than as expressly set forth in the Agreement.

4.9 Modifications. Client agrees that Client’s use of the Services is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Provider regarding future functionality or content. Client agrees that Provider may make changes to the Services over time for any reason, without limitation, and that Provider may not continue to provide or support older versions of the Services. Without limiting the foregoing, in order to, to comply with applicable laws, to respond to requests or demands of a government or regulatory

entity or concerning third party privacy or intellectual property rights or to mitigate an emergency or threat to Provider's operations, Provider may change, discontinue, limit or remove functionality of certain Services at any time; provided that in such event, Provider will reasonably cooperate with Client to mitigate any material disruption to the Services. The sources from which Provider collects Provider Data and the information available from such sources may change from time to time. As a result, items of Provider Data may change from time to time. In the event the Provider Data includes third party data and Provider's agreement with such third party for such third party data is terminated, the Provider Data shall cease to include such third party data, and Provider shall not be deemed to be in breach of the Agreement, provided that Provider shall use commercially reasonable efforts to replace such terminated third party data with equally suitable, functionally equivalent, data.

4.10 Equipment. Client may access the Services utilizing any browser that meets the compatibility requirements established by Provider from time to time. Client shall, at its own expense, obtain, install, configure, and maintain any and all equipment necessary to access and use the Services. Client shall bear all risk and responsibility for ensuring the ongoing compatibility of access equipment with the Services.

4.11 Passwords. Any user name and password issued to a User for access to the Services is personal to the User and such User is obligated to keep the user name and password confidential and may not share the user name or password with any third party. Client shall immediately notify Provider if any third party gains or has the potential to gain access to any of Client's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a User, other employee or a third party. Client shall advise each User of Client's obligations in the Agreement and, for purposes of the Agreement, all acts or omissions of Users shall be deemed to be acts or omissions of Client. Client shall be responsible for all activities of its Users relating to the Services, including without limitation any violation of the Agreement by its Users. Client shall safeguard and protect all profiles and passwords from disclosure or unauthorized use.

4.12 Application Programming Interface. Application Programming Interface ("API") shall be defined as Provider's application program interface which may include object code, software, libraries, software tools, sample source code, published specifications, documentation manuals, materials, and information appropriate or necessary for use in connection with the API. To the extent any API is used in connection with any Services, Provider grants to Client a non-sublicensable, non-transferable, non-exclusive, terminable, limited right to use the API solely to receive Provider Data from the Services and deliver Input Data to the Services. Without limiting anything herein, Client will not (i) make the API available for, or use the API for any purpose, industry, or beneficiary other than the as described in this Section 4.12, (ii) sell, resell, license, sublicense, distribute, rent, or lease any portion of the API, (iii) use the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the API or any server, network, computer, database, or other resource or element connected to or providing the API, (v) copy, process, extract, store, conduct load testing on, or place undue load on any part of the Services without Provider's express written permission, (vi) access the API in order to build or enhance a competitive product or service, (vii) introduce into products or services of Provider of any of its Affiliates any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, or (viii) use the API to conduct, or have conducted by a third party, security penetration testing without the prior written consent of Provider. No license is granted by Provider to any API directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of Provider. Client agrees not to assert any patent rights related to the API or applications developed using the API against Provider, Provider's distributors, Provider's customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

4.13 Data Security. Provider has established and implemented an industry standard information security program regarding the protection of Input Data, including administrative, technical and physical security processes. Those safeguards will include, but will not be limited to measures designed to prevent unauthorized access to or disclosure of Input Data (other than by Client or its Users). Notwithstanding the foregoing, Client is responsible for maintaining appropriate security, protection, and backup of its hardware, software, systems, information, and Input Data. As Provider has no access to Client's systems, Provider is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any hardware, software, systems, information, or Input Data on such systems.

4.14 Third Party Services. The Services may enable Client to procure services, reports or products not provided by Provider or any of its Affiliates ("Third Party Services"). Such Third Party Services are provided directly to Client by third party service providers ("Third Party Providers"), are not part of the Services, and are subject to change by such Third Party Providers. The Services may also contain certain links to websites of Third Party Providers as well as functionality to transmit information or data to the Third Party Providers. Any exchange of data or other interaction between Client and a

Third Party Provider, and any purchase by Client of any product or service offered by a Third Party Provider (including any terms and conditions), is solely between Client and such Third Party Provider. Client shall pay all fees for the Third Party Services directly to the Third Party Provider. Provider provides access and links to the Third Party Provider, and transmits information and data to Third Party Provider, solely as a convenience to Client and not as an endorsement by Provider or any of its Affiliates. Client's use of such Third Party Services is solely at its own risk. Provider and its Affiliates are not responsible for and make no representations or warranties with respect to any Third Party Services, the actions of any Third Party Provider, or the handling of Client's information or data.

4.15 Terms Required by Third Party Suppliers. Certain third party suppliers require Provider to flow down additional terms and attribution requirements to Client. These third party supplier terms are subject to change at such third party's discretion and new third party providers are added from time to time. Such additional terms and attribution requirements are available at <https://www.lightboxre.com/thirdpartyterms/>. Client's use of the Services constitutes Client's agreement to be bound by these additional terms which are incorporated herein by reference.

5. Confidentiality. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same way it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). For purposes of the Agreement, "Confidential Information" means information that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. The Agreement shall be considered Confidential Information of Provider. Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of the receiving party prior to the Commencement Date; or (iii) was or is provided to the receiving party by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Client acknowledges and agrees that the Services constitute Confidential Information of Provider. Client further acknowledges and agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Services, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Services, and (ii) render Provider's remedy at law for such unauthorized use, disclosure, or transfer inadequate. If Client or any User breaches any of Client's obligations with respect to the use or confidentiality of the Services, or any copies of portions thereof, Provider shall be entitled to equitable relief to protect its interests therein, including without limitation, preliminary and permanent injunctive relief.

6. Limitation of Liability. IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, THE SERVICES, PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, EVEN IF PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

7. Disclaimer of Warranties. THE SERVICES (INCLUDING THE PROVIDER DATA AND THE DOCUMENTATION) ARE PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND PROVIDER AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES AND THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION

CONTAINED IN OR RETRIEVED FROM THE SERVICES OR THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER PROVIDER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES ARE COMPLETE OR FREE FROM ERROR. PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM AND DO NOT ASSUME ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. PROVIDER DOES NOT GIVE ANY WARRANTY THAT ACCESS TO AND OPERATION OF THE SERVICES WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO THEIR ENGAGEMENT HEREUNDER, AND THAT CLIENT'S USE OF AND PROVIDER'S PROVISION OF, THE SERVICES OR THE PROFESSIONAL SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES, IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE OR RECOMMENDATIONS. ACCORDINGLY, PROVIDER (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) HEREBY DISCLAIMS, AND CLIENT HEREBY EXPRESSLY RELIEVES PROVIDER FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CLIENT BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE SERVICES. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES IS A FIDUCIARY, DEALER, BROKER, OR INVESTMENT ADVISOR

THE SERVICES MAY INCLUDE OR EMPLOY MODELS, AND CLIENT AGREES THAT THE MODELS ARE BASED UPON CERTAIN ASSUMPTIONS AND METHODOLOGIES (WHICH ASSUMPTIONS AND METHODOLOGIES MAY BE CHANGED BY PROVIDER FROM TIME TO TIME WITHOUT ANY NOTICE), AND THAT THERE MAY BE ERRORS OR DEFECTS IN SUCH ASSUMPTIONS OR METHODOLOGIES THAT MAY CAUSE SUCH MODELS OR ANY OUTPUT THEREFROM TO BE INAPPROPRIATE FOR USE. CLIENT HOLDS PROVIDER COMPLETELY HARMLESS FOR ANY SUCH ERRORS OR DEFECTS.

ANY ANALYSES, OPINIONS, ESTIMATES, RATINGS OR RISK CODES PROVIDED BY PROVIDER OR THROUGH THE SERVICES ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT INTENDED TO PROVIDE, NOR SHOULD THEY BE INTERPRETED AS PROVIDING, ANY FACTS REGARDING, OR PREDICTION OR FORECAST OF, ANY PARTICULAR EVENT OR RISK.

No employee, agent, or other representative of Provider or any of its subsidiaries or Affiliates has any authority to bind Provider with respect to any statement, representation, warranty, or other expression not specifically set forth in the Agreement.

## **8. Indemnification.**

8.1 Provider Indemnification. Subject to the terms of the Agreement, and provided that Client is not in unremedied default under the Agreement, Provider will defend and indemnify Client against any claim by a third party that Client's use of the Services in accordance with the Agreement constitutes infringement of that party's U.S. patent, copyright or other intellectual property right issued and existing as of the Commencement Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Provider pre-approves in writing, including reasonable attorneys' fees, provided that Client promptly notifies Provider in writing of any such claim, gives Provider reasonable cooperation, information, and assistance in connection with such claim, and consents to Provider's sole control and authority with respect to the defense, settlement or compromise of the claim. Provider will not be obligated under this section to the extent the infringement results from: (i) a combination of the Services with devices or products not provided by Provider; (ii) use of the Services in applications, business environments or processes for which they were not designed or contemplated; (iii) modifications that Client makes to the Services; or (iv) use of the Services not in accordance with the Agreement and Client shall indemnify and hold harmless Provider and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i) through (iv) (inclusive) above. This Section 8 states Provider's sole obligations, and Client's sole remedies, in connection with intellectual property infringement claims.

8.2 **Election of Remedy.** If Provider reasonably believes the Services is or may be subject to an infringement claim, or if a court of competent jurisdiction enjoins Client's use of the Services as a result of an infringement claim, Provider may, at its expense and discretion: (i) procure for Client the right to continue using the Services; (ii) modify the Services to make it non-infringing; or (iii) replace the Services with a non-infringing functional equivalent. If none of these options is reasonably available, Provider may terminate Client's access and use of the allegedly infringing Services and refund to Client the fees paid for the Services, adjusted from the effective date of such termination for that portion of the fees attributable to the remaining portion of the Term.

9. **U.S. Government Restricted Rights.** If Client is the U.S. Government or an agency thereof, Client (i) with respect to civilian agencies, shall grant protection for the Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 12.212 of the Federal Acquisition Regulations; and (ii) for use by or on behalf of the Department of Defense, shall grant protection for any Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 227.7202-1 of the DoD FAR Supplement. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

10. **Export Law Assurances.** Client understands that the Services are or may be subject to export control laws and regulations. CLIENT MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE SERVICES OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE SERVICES OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CLIENT HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CLIENT IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

11. **Information; Audit and Certification.** Client shall keep complete and accurate records and accounts pertaining to its compliance with its obligations under the Agreement. Upon Provider's written request, Client shall provide Provider (i) reasonable information relating to the usage and distribution of the Services (including any Provider Data) and (ii) a written certification of a duly authorized officer of Client that Client is in compliance with the material terms of the Agreement (including without limitation any terms relating to limitations on the usage and distribution of the Service (including any Provider Data)). Additionally, Provider (and Provider's representatives and third-party suppliers of data included in the Provider Data), on reasonable prior notice, during the Term and for the one (1) year period following the termination or expiration of the Agreement may periodically examine, inspect and audit Client's systems and records with respect to matters covered by the Agreement including without limitation, in order to verify Client's compliance with Sections 2.5, 3, 4.1 and 4.2.

12. **Provision of Services / Assignment.** To the extent that the Services or any portion thereof to be provided under the Agreement are owned by or licensed to, any Affiliate of Provider, Provider will cause such Affiliate to provide such Services or portion thereof to Client. Additionally, Provider may cause certain of its Affiliates to perform all or some of the services to be performed under the Agreement (including without limitation the Professional Services). Notwithstanding the foregoing, Provider shall be solely responsible the Services or such other services (including without limitation the Professional Services), and Client's sole recourse with respect to the Services or such other services (including without limitation the Professional Services) shall be against Provider, subject to, and in accordance with the terms, provisions and limitations set forth herein. Client shall not be permitted to assign or delegate any rights or obligations under the Agreement. Any transfer of a majority of the stock, membership interests, partnership interests or other evidence of ownership of Client shall be deemed to be an assignment of the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to Client. In addition, Provider may assign the Agreement to any third party in the event of merger, reorganization, sale of all or substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.

13. **Governing Law; Jurisdiction.** This paragraph shall apply if Provider is any party other than DMTI Spatial ULC. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by

and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Client agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the State of Delaware. Client submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

**This paragraph shall apply only in the event that Provider is DMTI Spatial ULC.** The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to principles of conflict of law that would impose a law of another jurisdiction. Client irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario, and where applicable, including the Federal Court of Canada, and all courts competent to hear appeals therefrom, and Client explicitly waives any jurisdictional or venue defenses. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

**14. Headings Not Controlling.** Headings used in this Master Services Agreement are for convenience only and shall not be considered in construing or interpreting this Master Services Agreement.

**15. Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement to the extent necessary to comply with law.

**16. Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

**17. Independent Contractor.** The relationship between Client and Provider is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

**18. Entire Agreement.** The Agreement constitutes the sole and entire agreement between Client and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded. No purchase order or similar document issued by Client shall be binding on Provider.

**19. Amendments; Waiver.** The Agreement may not be altered, amended or modified except by a written amendment signed by Provider and Client. No waiver of any condition, term or provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

**20. Publicity.** Neither party may use the other party's name, logo or marks without such other party's written pre-approval; provided that Provider and its Affiliates may: (i) after the Commencement Date, issue one (1) or more press releases or similar materials announcing that Client is a customer and user of the Services; (ii) use Client's name, logo and/or marks on Provider's or its Affiliates' customer lists, websites, and other marketing materials subject to any standard trademark usage guidelines that Client expressly provides to Provider; and (iii) develop use cases based on Client's use of the Services with respect to which Client will provide all reasonable cooperation requested by Provider.

**21. Advice of Legal Counsel.** Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of the Agreement. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

**22. Notices.** All notices, requests, demands, claims and other communications under the Agreement shall be in writing.

Any notice, request, demand, claim or other communication under the Agreement shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows:

- (i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts
- (ii) if to Client, to the address set forth on the Order Form.

A party may change the address to which notices, requests, demands, claims and other communications under the Agreement are to be delivered by giving the other party notice in the manner set forth herein.

**23. Order of Precedence.** If there is a conflict or inconsistency between the terms of this Master Services Agreement, the Additional Service Terms and the Order Form or Statement of Work, the order of precedence shall be as follows: (a) this Master Services Agreement and then (b) the Additional Service Terms, and then (c) the Order Form or Statement of Work. Notwithstanding the foregoing, a term of the Order Form or Statement of Work may control and take precedence over this Master Services Agreement and the Additional Service Terms if a term of the Order Form or Statement of Work specifically provides that it will control and take precedence, and recites the specific Section of this Master Services Agreement or Additional Service Terms being modified or superseded, in which case such term shall control and take precedence with respect to such Order Form or Statement of Work only.

[END OF MASTER SERVICES AGREEMENT]