

## MAPANYTHING API TERMS OF SERVICE

These **MapAnything API Terms of Service** (together with any Service Order Forms (defined below) and [Privacy Policy](#), exhibits, schedules, and addenda hereto, the “**Agreement**”) govern your (“**Customer**”) use of the of the MapAnything API, MapAnything Data, MapAnything Technology, and Platform (collectively “**MapAnything Services**”). By registering for or using the MapAnything Services or any portion thereof, Customer accepts the terms set forth in this Agreement.

These Terms of Service constitute an agreement between Customer and MapAnything, LLC f/k/a MapAnything, Inc., a Delaware corporation with a principal place of business at 5200 77 Center Drive, Suite 400, Charlotte, North Carolina 28217, U.S.A., including its affiliates and suppliers (collectively “**MapAnything**”), defining Customer’s and MapAnything’s rights and responsibilities with respect to the MapAnything Services.

### 1. DEFINITIONS.

“**API Content**” means the data and content provided or otherwise made available by or on behalf of MapAnything through or in connection with the MapAnything API.

“**Customer Content**” means any content or data provided by or on behalf of Customer in connection with using the MapAnything Services.

“**Customer Service**” means Customer’s service, website and/or application used in connection with the MapAnything API, including without limitation the Customer Application (defined below).

“**End User Content**” means any content or data provided by or on behalf of Customer End Users in connection with using the MapAnything Services.

“**Law**” means any and all applicable laws, treaties, conventions, directives, regulations, ordinances, and judicial decisions in courts and tribunals of competent jurisdiction that relate to the MapAnything Services or Customer Service or a party, including any subsequent amendments, modifications, and revisions thereto, or subsequent versions thereof.

“**MapAnything API**” means the MapAnything application programming interface and any related scripts, widgets, embeddable snippets, and other tools provided in connection therewith.

“**MapAnything Data**” means all data and information created, received, processed, or provided by MapAnything in performing the MapAnything Services, or that result from the operation of the MapAnything Services.

“**MapAnything Services**” means, collectively the Platform, MapAnything Data, MapAnything API, and any other products, services, and applications provided by MapAnything pursuant to an applicable Service Order Form, and all features, tools, and services related thereto.

“**MapAnything Technology**” means the API Content, MapAnything Services, and all ideas, concepts, inventions, systems, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets, and other technologies, implementations, and information used by MapAnything in providing the MapAnything Services.

“**Platform**” means MapAnything’s proprietary platform and related software, applications, tools, features, and services.

“**Privacy Policy**” means the MapAnything policy describing how personal information is collected, used, and disclosed. The most recent version is available at <https://mapanything.com/trust/privacy-policy>.

### 2. MAPANYTHING SERVICES.

**2.1 Service Order Forms.** This Agreement will be implemented through one or more Service Order Forms entered into by Customer and referencing this Agreement (“**Service Order Forms**”), the terms of which are hereby incorporated into this Agreement by reference. In the event of any conflict between this Agreement and any Service Order Form, the applicable Service Order Form shall control but only to the extent of such conflict.

**2.2 API License.** Subject to full compliance with all terms and conditions of this Agreement and the Privacy Policy, MapAnything hereby grants Customer a limited, nonexclusive, nonsublicensable, nontransferable (except in accordance with Section 10.8) license to (i) use the MapAnything API to develop, test, and support Customer’s application or services (“**Customer Application**”); (ii) distribute or allow access to Customer’s integration of the MapAnything API within the Customer Application to end users of the Customer Application (“**Customer End Users**”); and (iii) display the API Content within the Customer Application. Customer has no right to distribute or allow access to the stand-alone MapAnything API or any stand-alone API Content.

**2.3 End User Terms.** Customer hereby agrees that Customer will provide API Content to Customer End Users subject to the same terms and conditions that Customer uses to provide Customer’s own products or services to Customer’s customers and end users, which shall not be materially less protective of MapAnything and the MapAnything Technology as the terms set forth in this Agreement (collectively “**End-User Terms**”). Customer shall use best efforts to notify MapAnything at least thirty (30) days in advance of any changes to the End-User Terms that would adversely impact the MapAnything Services provided hereunder. Customer acknowledges and agrees that (i) the End-User Terms are clearly and conspicuously made available to Customer End Users of the MapAnything Services in connection with the Customer Service; and (ii) each Customer End User affirmatively accepts the End-User Terms in such a manner that the End- User Terms are enforceable by MapAnything. End-User Terms and the Customer Service must at least include the following: (i) all legally required and

otherwise appropriate instructions, warnings, notices and safety information related to the Customer Service and its use and (ii) provisions regarding Customer's collection and processing of Customer End Users' personal information (if any). Further, Customer End Users shall be required to accept MapAnything's Master Terms of Use available [here](#) and [Privacy Policy](#) (collectively, the "MapAnything User Terms") as a condition to the activation of functionality in the Customer Application based upon the MapAnything Services.

**2.4 No Other License.** For clarity, this Agreement does not grant Customer a license to any MapAnything Services other than the MapAnything API.

**2.5 Integration.** Customer will integrate the MapAnything API and display the API Content on the Customer Application in accordance with MapAnything's Integration Requirements available on the MapAnything developer website at [developer.mapanything.com](https://developer.mapanything.com) or as otherwise provided by MapAnything to Customer.

**2.6 Support and Service Levels.** Subject to the terms and conditions of this Agreement, MapAnything will use commercially reasonable efforts to provide Customer with technical support and updates for the MapAnything API and to meet the service levels specified below. Customer agrees that MapAnything shall (a) only be obligated to provide support service for problems, errors, or inquiries related to the MapAnything API and/or the integration of the MapAnything API with the Customer Service set forth herein and (b) will have the right to charge for any unreasonable levels of support service, provided that MapAnything shall provide Customer with written notice (email acceptable) of such charges prior to providing the applicable support service.

**2.6.1 Minimum Service Level.** The MapAnything API will be available ninety-nine and ninety-five hundredths percent (99.95%) of the time in a given calendar month during the term of the applicable Service Order Form ("Minimum Service Level"), as measured by third party performance and monitoring services contracted by MapAnything ("Monitoring Services"). Reports of availability will be available at <https://mapanything-io.statuspage.io>. Notwithstanding the foregoing, the following downtime will be excluded from the measurement of compliance with the Minimum Service Level: (i) downtime minutes related to scheduled maintenance provided that such maintenance takes place in the hours specified in Section 2.6.3; (ii) downtime minutes related to any matter constituting force majeure pursuant to Section 10.6 of the Agreement; (iii) downtime minutes resulting from acts by Customer other than in accordance with the Agreement, including but not limited to any negligence, willful misconduct or use of the MapAnything Services or MapAnything Technology in breach of the Agreement; and (iv) downtime minutes resulting from data or transmission quality issues related to the Customer's network services or unavailability of Customer Content, End User Content or the Customer Service, or unavailability of any applicable third party services (other than third party services contracted by MapAnything in the provision of the MapAnything Services, i.e., cloud computing services or hosting services) ("MapAnything Contracted

Services").

**2.6.2 Support.** Technical Support or Helpdesk will be available by phone and email during weekday business hours from 9:00 a.m. to 5:00 p.m. Eastern time, Monday to Friday, excluding MapAnything-observed holidays.

**2.6.3 Scheduled Maintenance.** MapAnything will conduct scheduled maintenance between Saturday starting at 11:00 p.m. Eastern Standard Time and ending at Sunday 3:00 a.m. Eastern Standard Time.

**2.6.4 Credits.** For any calendar month during the term of the applicable Service Order Form in which MapAnything fails to meet the Minimum Service Level as set forth above, MapAnything's sole obligation and Customer's exclusive remedy, after MapAnything confirms the nature and accuracy of the availability time, shall be to grant Customer a ten percent (10%) credit of the monthly subscription fees for such calendar month in accordance with this Section 2.6.4. Any such credit shall be applied to fees owed by Customer to MapAnything in the following calendar month. Customer must request such credit within thirty (30) days following the end of the calendar month in which the failure occurred. Credits issued pursuant to this Section 2.6.4 will be applied to Customer's MapAnything balance for future use only. No refunds or cash value will be provided. Credits may not be transferred or applied to any other account.

**2.7 Limitations.** MapAnything will not be responsible or liable for any failure in the MapAnything Services, including without limitation the MapAnything API, resulting from or attributable to (i) usage in excess of the usage for which Customer has ordered pursuant to an applicable Service Order Form; (ii) Customer's failure to use any MapAnything Technology in accordance with this Agreement and the Integration Requirements (such documentation, the "Developer Documentation"); (iii) failures in any telecommunications, network, or other service or equipment that are not within MapAnything's reasonable control; (iv) Customer's or any Customer's third party vendor's products, services, negligence, acts, or omissions, including but not limited to Customer Service, Customer Content, End User Content and failures to deliver Customer Content or End User Content to MapAnything; (v) any failure to implement all updates issued by MapAnything; (vi) any alterations or additions to the MapAnything Technology not performed by or at the direction of MapAnything; (vii) failures in operation of the MapAnything Technology that are not reproducible by MapAnything; (viii) any force majeure or other cause beyond MapAnything's reasonable control (such as unavailability of Customer Service or Customer Content); (ix) scheduled maintenance within the limits provided in this Agreement; (x) unauthorized access, breach of firewalls, or other hacking by third parties; or (xi) Customer's restriction of access to the MapAnything Services, including without limitation through the Customer Service.

**2.8 License to MapAnything.** Customer hereby grants MapAnything a nonexclusive, nonsublicensable, royalty-free license to use, reproduce, perform, display, modify, distribute, and transmit (a) the Customer Content solely for the purpose of

providing the MapAnything Services during the term of this Agreement and (b) aggregate any de-identified data derived from the Customer Content, in connection with the Services, including without limitation after the term of this Agreement.

**2.9 Privacy.** Customer shall maintain privacy policies on Customer's website and services for which Customer uses the MapAnything API that (i) allow the use and provision of Customer Content and End User Content as contemplated hereunder; and (ii) are consistent with industry privacy, security standards, and all applicable legal requirements.

**2.10 No Conflict.** Customer shall be responsible for ensuring that Customer's terms of use and privacy policy are consistent with and will not be violated by use of the MapAnything API.

### **3. PROPRIETARY RIGHTS.**

**3.1 Customer Application and Customer Content.** Subject to MapAnything's (or its licensors') ownership of the MapAnything Technology, Customer owns all rights, title, and interests (including all intellectual property and proprietary rights) in and to the Customer Application and Customer Content.

**3.2 MapAnything Technology.** MapAnything (and its licensors) shall retain all rights, title, and interests (including all intellectual property and proprietary rights) in and to the MapAnything Technology. Except for the limited rights and licenses expressly granted to Customer hereunder, no other license to the MapAnything Technology is granted, and no other use is permitted.

**3.3 End User Content.** Customer and MapAnything acknowledge and agree that MapAnything may use End User Content in connection with the Services, including without limitation as set forth in the MapAnything End User Terms.

**3.4 Restrictions.** MapAnything reserves the right to limit the number of Queries Per Second ("QPS") that Customer will be permitted to make in connection with the MapAnything API during any given period as set forth in the applicable Service Order Form. Customer acknowledges and agrees that exceeding such QPS limits may, at MapAnything's sole discretion, result in throttling the QPS limits to the amount set forth in the applicable Service Order Form. Customer shall be entitled to purchase additional QPS at any time during the term of this Agreement. Customer may increase such API call limit by purchasing additional API calls in accordance with MapAnything's then-current rates. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (i) use any of MapAnything's Confidential Information to create any service, software, documentation, or data that is similar to any aspect of the MapAnything Technology; (ii) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code of the MapAnything Technology, or the underlying ideas, algorithms, or trade secrets therein; (iii) encumber, sublicense, transfer, rent, lease, time-share, or use the MapAnything Technology in any service bureau arrangement or otherwise for the benefit of any third party; (iv) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port, or

otherwise modify any aspect of the MapAnything Technology; (v) use or allow the transmission, transfer, export, re-export, or other transfer of any product, technology, or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other Laws; (vi) block, disable, hide, or limit in any way the ability of any computer or other device (whether or not it includes or accesses the Customer Service) to access the MapAnything Technology or any portion or functionality of or enabled by the MapAnything Technology (it being understood, however, that Customer may restrict any Customer End User from accessing the MapAnything Services through the Customer Service at its sole discretion); (vii) modify, extend, subset, or superset the MapAnything Technology to any extent; (viii) charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to the API Content or Customer's integration of the MapAnything API in the Customer Application (it being understood, however, that Customer may charge incremental fees for modules or functionality in the Customer Application of which the MapAnything Services are a constituent part); (ix) use the MapAnything API in a manner that, as determined by MapAnything in its sole discretion is inconsistent with this Agreement, the Integration Requirements or the Developer Documentation; or (x) cause, encourage or permit any third party to engage in any of the foregoing proscribed acts. Customer's use of the MapAnything API and display of API Content must comply with the Agreement, the Integration Requirements and the Developer Documentation. In the event of any conflict between the Developer Documentation and this Agreement, this Agreement shall control. Customer agrees to provide MapAnything with such access to the Customer Application and/or other materials related to Customer's use of the MapAnything API as reasonably requested by MapAnything to verify Customer's compliance with this Agreement, the Integration Requirements and Privacy Policy.

**3.5 General Learning.** Customer agrees that MapAnything is free to use (including for research purposes) and disclose aggregate measures of MapAnything Data, MapAnything Services, and MapAnything Technology usage and performance, and to reuse all generalized knowledge, experience, know-how, works, and technologies (including ideas, concepts, processes, and techniques) related to or acquired during provision of the MapAnything Services under this Agreement (including without limitation, that which it could have acquired performing the same or similar services for another customer), provided that MapAnything may not use such data and information in a way that discloses the identity of Customer or Customer End Users or otherwise in a manner that is in breach of Section 4.

**3.6 Suggestions.** MapAnything shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the MapAnything Services or MapAnything Technology any suggestions, enhancement requests, recommendations, or other feedback provided by Customer relating to the operation of the MapAnything Services or MapAnything Technology.

**4. CONFIDENTIALITY.** EACH PARTY AGREES THAT THE BUSINESS, TECHNICAL, AND FINANCIAL INFORMATION, THAT IS DESIGNATED IN WRITING AS CONFIDENTIAL, OR THAT A REASONABLE PERSON WOULD UNDERSTAND TO BE CONFIDENTIAL BASED ON THE NATURE OF THE INFORMATION OR CIRCUMSTANCES SURROUNDING ITS DISCLOSURE, SHALL BE THE CONFIDENTIAL PROPERTY OF THE DISCLOSING PARTY AND ITS LICENSORS (“CONFIDENTIAL INFORMATION”). CONFIDENTIAL INFORMATION DOES NOT INCLUDE INFORMATION THAT (I) IS PREVIOUSLY RIGHTFULLY KNOWN TO THE RECEIVING PARTY WITHOUT RESTRICTION ON DISCLOSURE PRIOR TO DISCLOSURE BY THE DISCLOSING PARTY; (II) IS OR BECOMES KNOWN TO THE GENERAL PUBLIC THROUGH NO ACT OR OMISSION ON THE PART OF THE RECEIVING PARTY; (III) IS RIGHTFULLY DISCLOSED TO THE RECEIVING PARTY WITHOUT CONFIDENTIALITY OBLIGATIONS BY A THIRD PARTY WITHOUT BREACH OF ANY SEPARATE NONDISCLOSURE OBLIGATION; OR (IV) IS INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY WITHOUT USE OF OR REFERENCE TO THE DISCLOSING PARTY’S CONFIDENTIAL INFORMATION. THE RECEIVING PARTY WILL USE THE SAME DEGREE OF CARE THAT IT USES TO PROTECT THE CONFIDENTIALITY OF ITS OWN CONFIDENTIAL INFORMATION OF LIKE KIND (BUT NOT LESS THAN REASONABLE CARE) TO (I) NOT USE ANY CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY FOR ANY PURPOSE OUTSIDE THE SCOPE OF THIS AGREEMENT AND (II) EXCEPT AS OTHERWISE AUTHORIZED BY THE DISCLOSING PARTY IN WRITING, LIMIT ACCESS TO CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY TO THOSE OF ITS AND ITS AFFILIATES’ EMPLOYEES AND CONTRACTORS WHO NEED THAT ACCESS FOR PURPOSES CONSISTENT WITH THIS AGREEMENT AND WHO HAVE SIGNED CONFIDENTIALITY AGREEMENTS WITH THE RECEIVING PARTY CONTAINING PROTECTIONS NOT MATERIALLY LESS PROTECTIVE OF THE CONFIDENTIAL INFORMATION THAN THOSE HEREIN “REPRESENTATIVES”). THE RECEIVING PARTY SHALL BE RESPONSIBLE FOR ANY BREACHES OF CONFIDENTIALITY BY ITS REPRESENTATIVES. UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ALL OF THE CONFIDENTIAL INFORMATION (INCLUDING ANY COPIES) WILL BE RETURNED TO THE DISCLOSING PARTY, AND RECEIVING PARTY WILL MAKE NO FURTHER USE OF SUCH MATERIALS. IF REQUIRED BY LAW, THE RECEIVING PARTY MAY DISCLOSE CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY, BUT WILL GIVE ADEQUATE PRIOR NOTICE OF SUCH DISCLOSURE TO THE DISCLOSING PARTY TO PERMIT THE DISCLOSING PARTY TO INTERVENE AND TO REQUEST PROTECTIVE ORDERS OR OTHER CONFIDENTIAL TREATMENT THEREFOR. NOTWITHSTANDING THE FOREGOING, EITHER PARTY

MAY DISCLOSE A COPY OF THIS AGREEMENT TO ITS LEGAL, FINANCIAL, OR PROFESSIONAL ADVISORS OR POTENTIAL FINANCING SOURCES IN CONNECTION WITH A BONA FIDE DUE DILIGENCE INQUIRY FOR A POTENTIAL FINANCING, ACQUISITION, OR SIMILAR TRANSACTION.

**5. PAYMENTS.**

**5.1 Fees.** Customer agrees to pay MapAnything all fees and expenses in the amounts and at the times set forth in any applicable Service Order Form or schedule to this Agreement.

**5.2 Payment Terms.** MapAnything will invoice Customer as set forth in the applicable Service Order Form. Unless otherwise set forth in an applicable Service Order Form, undisputed amounts are due within thirty (30) days of the invoice date; provided that any disputes must be made in good faith. Past due amounts shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by Law, whichever is less.

**5.3 Taxes.** All payments required by this Agreement are exclusive of federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such charges, excluding all taxes based upon MapAnything’s income or gross receipts.

**6. LIMITED WARRANTY AND DISCLAIMERS.**

**6.1 General.** Each party represents and warrants that: (i) it is a duly organized and validly existing under the Laws of the jurisdiction in which it is organized; (ii) it has full power and authority, and has obtained all approvals, permissions, and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (iii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment, or understanding, oral or written, to which it is a party or by which it may be bound.

**6.2 Customer.** Customer represents and warrants to MapAnything that (i) Customer owns all rights, title and interest in and to the Customer Content and Customer Service, or that Customer has otherwise secured all necessary rights in the Customer Content and Customer Service as may be necessary to permit the access, use, and distribution thereof as contemplated by this Agreement; and (ii) Customer shall at all times use the MapAnything Services, including without limitation the MapAnything API and API Content, in accordance with this Agreement and Privacy Policy, including without limitation Section 3.3 herein.

**6.3 MapAnything.** MapAnything warrants to Customer that the MapAnything API, when used in accordance with this Agreement, will substantially perform in accordance with the Developer Documentation. MapAnything’s sole obligation and Customer’s exclusive remedy in respect of any breach of this warranty is to, at MapAnything’s discretion, replace or repair the nonconforming portion of the MapAnything API to bring it into

conformance. If MapAnything fails to repair or replace such portion within thirty (30) days of notice of such nonconformance or, if in MapAnything's sole discretion it determines that repair or replacement is impracticable, either party may terminate this Agreement or the applicable Service Order Form, with MapAnything providing Customer with a prorated refund of any fees prepaid for use of the MapAnything API not completed by the termination effective date.

**6.4 Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MAPANYTHING DOES NOT WARRANT THAT THE MAPANYTHING API WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE MAPANYTHING API IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMITTED BY LAW, MAPANYTHING HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE MAPANYTHING API AND MAPANYTHING SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

## 7. MUTUAL INDEMNIFICATION.

**7.1 MapAnything Indemnification.** MapAnything will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any MapAnything Services infringe or misappropriate such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by MapAnything in writing of, a Claim Against Customer, provided Customer (a) promptly gives MapAnything written notice of the Claim Against Customer, (b) gives MapAnything sole control of the defense and settlement of the Claim Against Customer (except that MapAnything may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives MapAnything all reasonable assistance, at MapAnything's expense. If MapAnything receives information about an infringement or misappropriation claim related to the MapAnything Services, MapAnything may in its discretion and at no cost to Customer (i) modify the MapAnything Services so that they are no longer claimed to infringe or misappropriate, without breaching MapAnything's warranties under "Limited Warranty and Disclaimer" above, (ii) obtain a license for Customer's continued use of the MapAnything Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for the MapAnything Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation

does not state with specificity that the MapAnything Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the MapAnything Services or any part thereof with software, hardware, data, or processes not provided by MapAnything, if the MapAnything Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from MapAnything Services under a Service Order Form for which there is no charge; or (4) a Claim against Customer arises from Customer Content, End User Content, or Customer's breach of this Agreement, the Developer Documentation or applicable Service Order Forms.

**7.2 Customer Indemnification.** Customer will defend MapAnything and its Affiliates against any claim, demand, suit or proceeding made or brought against MapAnything by a third party alleging (a) that any Customer Content, End User Content, or Customer's creation of Customer Content or (b) End User Content with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the MapAnything Services or Customer Content in an unlawful manner or in violation of the Agreement, the Developer Documentation, or Service Order Form (each a "Claim Against MapAnything"), and will indemnify MapAnything from any damages, attorney fees and costs finally awarded against MapAnything as a result of, or for any amounts paid by MapAnything under a settlement approved by Customer in writing of, a Claim Against MapAnything, provided MapAnything (a) promptly gives Customer written notice of the Claim Against MapAnything, (b) gives Customer sole control of the defense and settlement of the Claim Against MapAnything (except that Customer may not settle any Claim Against MapAnything unless it unconditionally releases MapAnything of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against MapAnything arises from MapAnything's breach of this Agreement, the Developer Documentation or applicable Service Order Forms.

**7.3 Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

## 8. LIMITATION OF LIABILITY.

EXCEPT IN EACH CASE FOR A BREACH OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (I) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS, OR SERVICES; (II) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS

AND GOODWILL; OR (III) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO MAPANYTHING HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE OCCURANCE GIVING RISE TO SUCH LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

## **9. TERM AND TERMINATION.**

**9.1 Term.** This Agreement shall continue in effect for the period set forth in the Service Order Form, unless the Agreement is terminated in accordance with this Section 9.

**9.2 Suspension; Discontinuance.** MapAnything may suspend Customer's or any Customer End User's use of the MapAnything API or any API Content at any time if MapAnything believes, in its sole discretion, that Customer or such Customer End User has violated this Agreement or any other Agreement between MapAnything and Customer in the case of Customer, or the End-User Terms in the case of Customer End Users or if MapAnything is required to do so by applicable law, rule, regulation, court order, or governmental authority. MapAnything may change or discontinue the availability of some or all parts of the MapAnything API or API Content at any time for any reason, provided that unless the change or discontinuance is required to apply with applicable law, rule, or regulation or except as otherwise expressly set forth herein, MapAnything will notify Customer of any change or discontinuance that would substantially and adversely affect the services provided to Customer, MapAnything will provide Customer with notice of such change at least thirty (30) days prior to such change or discontinuance. Furthermore, if MapAnything determines or reasonably believes Customer is in breach of any of its obligations under this Agreement, MapAnything may upon notice to Customer (email acceptable) also impose limits on certain features and services or restrict Customer's access to the MapAnything API, API Content or MapAnything Services. MapAnything will provide prior notice of the exercise of rights pursuant to this Section 9.2 if and to the extent practical and commercially reasonable.

**9.3 Termination.** This Agreement may be earlier terminated by a party if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days (ten days in the case of non-payment) after receiving written notice of such breach from the non-breaching party.

**9.4 Effects of Termination.** Upon any expiration or termination of any Service Order Form or this Agreement, all corresponding rights, obligations, and licenses of the parties shall cease, except that (i) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive; (ii) Customer's, and therefore Customer End Users', rights to access or use the MapAnything API and all API Content shall cease, and Customer shall immediately stop using and making available the MapAnything API and any API content; and (iii) the provisions

of Sections 2.7 (Limitations), 3 (Proprietary Rights), 4 (Confidentiality), 5 (Payments), 6 (Limited Warranty and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions), and this Section 9.4 shall survive. MapAnything reserves the right to block, disable or otherwise terminate access to the MapAnything API and/or API Content upon any termination or expiration of this Agreement. In the event that MapAnything does not immediately block, disable or otherwise terminate such access, Customer shall be responsible for continued payment obligations associated with any Customer use after the termination or expiration effective date at the then-current rate for such product or service.

## **10. GENERAL PROVISIONS.**

**10.1 Entire Agreement.** This Agreement, together with the Privacy Policy and Service Order Forms related to Customer's subscription to the MapAnything API, constitute the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. No change, consent, or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which language shall be controlling in all respects.

**10.2 Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each party also hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

**10.3 Dispute Resolution.** In the event of any dispute hereunder, the Parties shall first attempt in good faith to resolve such dispute promptly and informally, and except for applications of urgent relief, shall refrain from initiating any formal legal proceeding with respect to such dispute for at least 60 days.

**10.4 Remedies.** Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3 or 4, the non-breaching party will suffer irreparable



damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

**10.5 Notices.** All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated in a Service Order Form or at such other address designated by written notice. Customer hereby consents to delivery of notices via the email account associated with Customer's registration information or through the MapAnything Services.

**10.6 Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

**10.7 Publicity.** Customer hereby consents to inclusion of its name and logo in customer lists that may be published as part of MapAnything's marketing and promotional efforts. From time to time upon MapAnything's request, Customer agrees it will provide reasonable cooperation and assistance in connection with such efforts (such as, for example, by acting as a reference, issuing press releases, and writing testimonials and case studies with statements attributed to a named employee of Customer). MapAnything may issue a press release concerning the arrangements under this Agreement between Customer and MapAnything, which will be provided to Customer for review and approval, which approval will not be unreasonably withheld or delayed. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation or sponsorship, except as expressly set forth in this Agreement, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

**10.8 Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, without the prior written consent of the other party; *provided, however,* that either party may, without such prior written consent, assign this Agreement in its entirety to such party's successor in interest in connection with a merger, acquisition, consolidation, or reorganization of such party, or the sale of substantially all stock or assets of such party; provided further, that (i) such assigning party shall be responsible for the performance of its obligations under this Agreement through the date of such assignment and (ii) notwithstanding the foregoing, Customer shall not assign this Agreement, in whole or in part, to any MapAnything direct competitor without MapAnything's prior written consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties hereto.

**10.9 Independent Contractors.** The parties shall be

independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

**10.10 Federal Government End Use Provisions.** MapAnything provides the MapAnything API and API Content, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the MapAnything API or API Content include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with MapAnything to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**IN WITNESS WHEREOF,** each of the undersigned has caused this Agreement to be executed by its duly authorized Representative as of the Effective Date.

**CUSTOMER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MAPANYTHING, LLC f/k/a MAPANYTHING, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_