



**MAPANYTHING, LLC**  
**MASTER TERMS OF USE**

<b>Customer Full Legal Name:</b>	
<b>Customer Address:</b>	

This MapAnything, LLC Master Terms of Use (together with any SOFs (defined below) issued hereunder and exhibits and addenda attached hereto, the “**Agreement**”) is made by and between **MapAnything, LLC f/k/a MapAnything, Inc.**, a Delaware corporation with its principal place of business at 5200 77 Center Drive, Suite 400, Charlotte, North Carolina 28217 (“**MapAnything**”) and the party named above (“**Customer**”) and shall be effective as of the later date of execution between the Parties as shown on the signature page below (the “**Effective Date**”). MapAnything and Customer are collectively referred to herein as the “**Parties**”, and each, individually, a “**Party**”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MapAnything and Customer hereby agree as follows:

**1. DEFINITIONS**

- 1.1 “**Affiliate**” means, as to a Party, any entity which directly or indirectly controls, is controlled by, or is under common control with either Party. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests or the power to direct or cause the direction of, the management, governance, or policies of the subject entity, whether (i) through the ownership of voting stock; (ii) through the ownership of partnership or membership interest; (iii) contract; or (iv) otherwise.
- 1.2 “**Aggregated/Anonymous Data**” means data that is either aggregated or otherwise anonymized so that results are non-personally identifiable. Aggregated/Anonymous Data may include, without limitation, data that is based on Customer Data.
- 1.3 “**Customer Data**” means all electronic data or information submitted by or on behalf of Customer or any of its Users to or through the MapAnything Software or otherwise provided to MapAnything in connection with the Services.
- 1.4 “**Derivative Work(s)**” mean a work consisting of any correction, modification, update, upgrade, enhancement, improvement, translation, adaptation, release or other change.
- 1.5 “**Documentation**” means MapAnything’s then-current technical and functional documentation for the Services as made available by MapAnything to Customer.
- 1.6 “**Intellectual Property Rights**” means all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights.
- 1.7 “**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 Services or a Party, including any subsequent amendments, modifications and revisions thereto, or subsequent versions thereof.
- 1.8 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses or any other harmful or malicious code, files, scripts, agents or programs.
- 1.9 “**MapAnything Software**” means: (i) the MapAnything software application or applications ordered by Customer set forth in a SOF, which are installed into and interoperate with the Web-based platform services provided by SFDC via <http://www.salesforce.com>, including any and all free and open source software and any third-party or other software incorporated therein; and (ii) all new versions, updates, revisions, enhancements, improvements, derivatives and modifications of the foregoing. “MapAnything Software” does not include project development or customization work performed by MapAnything.
- 1.10 “**MapAnything Technology**” means the Services, all Service Data, all Documentation, and all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by MapAnything in providing the Services.
- 1.11 “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.



- 1.12 “**Premium Data Products**” means MapAnything’s data layers, tools, and features that supplement and enhance the MapAnything Software and which may be made available to Customer if set forth on a SOF.
- 1.13 “**Professional Services**” means professional services related to the Services, such as the MapAnything Software or other tools, features and materials provided by MapAnything pursuant to this Agreement (e.g. implementation, support, training, etc.). For clarity, as used in this Agreement, “Professional Services” shall not include customization or development work.
- 1.14 “**Representatives**” means, with regard to a Party, its Affiliates and its and their respective officers, directors, employees, consultants, attorneys, accountants, agents, contractors, subcontractors and other representatives.
- 1.15 “**SOF**” means a Services Order Form issued pursuant to, and specifically referencing, this Agreement.
- 1.16 “**Services**” means, the MapAnything Software, Premium Data Products, Software Tools and Professional Services provided pursuant to this Agreement.
- 1.17 “**Service Data**” means learnings, logs, and other data obtained by MapAnything in connection with its provision of Services or operation of the MapAnything Technology, excluding Customer Data.
- 1.18 “**SFDC**” means either (i) the company Salesforce.com, Inc. or the successor thereof or (ii) the Web-based platform services offered by Salesforce.com, Inc. or its successor via <http://www.salesforce.com> and/or other designated websites.
- 1.19 “**Software Tools**” means MapAnything’s software and application tools and features that supplement and enhance the MapAnything Software and which may be made available to Customer if set forth on a SOF.
- 1.20 “**Specifications**” means the specifications for the Services set forth in the applicable SOF.
- 1.21 “**Third-Party Applications**” means online, Web-based applications and offline software products that are provided by third parties that interoperate with the Services.
- 1.22 “**User**” means a Person authorized by Customer to access and use the Services pursuant to this Agreement, and: (i) for whom a subscription to the Services has been purchased under a SOF; or (ii) who has been supplied a license by Customer (or by MapAnything at Customer’s request) for the Services via the SFDC license application utilized by MapAnything. Users may include, but are not limited to, employees, consultants, contractors and agents of Customer, or third parties with whom Customer transacts business.

## 2. SERVICES

- 2.1 **Services.** Subject to the terms and conditions of this Agreement, including without limitation the payment of all applicable fees, MapAnything shall provide to Customer and its Users the Services set forth on one or more SOFs. The Services may include:
  - 2.1.1 the hosting, management and operation of the MapAnything Software;
  - 2.1.2 Professional Services, such as service maintenance and support;
  - 2.1.3 implementation and use of Premium Data Products with the MapAnything Software;
  - 2.1.4 access to and use of Software Tools; and
  - 2.1.5 such other services as may be specified in the applicable SOF.
- 2.2 **Right to Use.** Subject to the terms and conditions of this Agreement, (i) MapAnything will use commercially reasonable efforts to provide the Services to Customer as set forth in the applicable SOF and (ii) MapAnything grants to Customer a limited, non-exclusive, nontransferable, non-sublicensable right and license during the term of the applicable SOF, solely for its and its Affiliates’ internal business purposes, to (a) access and use the Services; (b) implement, configure, and permit its Users to access and use the Services (to the extent Customer has purchased subscriptions or obtained licenses for such Users in accordance with this Agreement); and (c) access and use the Documentation to the extent necessary for Customer to use the applicable Services.
- 2.3 **Service Order Form.** For Services provided hereunder, Customer and MapAnything shall complete and execute a SOF which shall set forth the specific terms and conditions of such Services. SOFs shall be in writing and sequentially numbered and will, upon their execution, be attached as part of a separate Schedule to this Agreement and by this reference are incorporated in and made a part of this Agreement. Unless specifically stated otherwise, should there be a conflict between the terms of the SOF and this Agreement, the



SOF shall govern, but solely with respect to the Services under such SOF. Nothing herein shall be construed or interpreted to obligate either Party to enter into any SOF with the other.

- 2.4 Customization Work.** For the avoidance of doubt, to the extent MapAnything provides development and/or customization work to Customer, this Agreement does not govern the terms and conditions of any such prospective engagement. Should Customer wish to engage MapAnything to perform such development and/or customization work, such work shall be governed under the terms and conditions of a separate agreement.
- 2.5 Term and Termination of the SOF.** An SOF shall be effective as of the start date set forth on the applicable SOF and shall continue until its expiration or termination in accordance with the terms of the applicable SOF. Unless specifically stated otherwise, termination of any SOF shall not affect any other SOF then in effect, and this Agreement shall continue to govern such other SOFs until they are terminated, expire, or performance thereunder has been completed.
- 2.6 User Subscriptions.**
- 2.6.1 Subscription-Based.** Services that are User subscription-based may be accessed by no more than the number of Users specified in the applicable SOF. Additional User subscriptions may be added by written request by Customer and issuance of a new SOF by MapAnything or such other means approved by MapAnything. Any User subscriptions added during a subscription term will be prorated for the remainder of the subscription term in effect at the time the additional User subscription is added, and the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for the Customer designated individuals and cannot be shared or used by more than one individual, but may be reassigned in Customer's discretion to a new individual replacing a former User who will no longer receive access to or use of the Services. User licenses may not be decreased during a subscription term.
- 2.6.2 Site Licenses.** Services that are site licenses require that each User of SFDC be issued a license. For the purpose of the license, the number of active Users will be evaluated on an annual basis to coincide with Customer's subscription renewal. The number of issued licenses will adjust according to the number of licenses required to cover all active Users, which may result in an increase to fee(s) for the Services. All licenses expire at the end of the subscription term set forth in the applicable SOF.
- 2.7 MapAnything Responsibilities.** MapAnything shall (i) provide to Customer basic support for the Services at no additional charge and (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, provided that MapAnything shall not be responsible for: (1) planned downtime that will be communicated to Customer prior to such downtime; (2) downtime due to acts of Customer, Users, its vendor(s) or any other customers, users or third parties; (3) downtime due to any connections, utilities, equipment or service outside of MapAnything's control; (4) unavailability caused by circumstances beyond MapAnything's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving MapAnything employees), or Internet service provider failures or delays; (5) failures in the MapAnything Technology that are related to the Customer Data (including any failure caused by delay or failure in providing Customer Data), Equipment (defined below) or Customer's systems or (6) unauthorized access, breach of firewalls or other hacking by third parties of Customer's systems.
- 2.8 Updates.** No update to the MapAnything Software provided to Customer hereunder will materially degrade the functionality, security, availability, capabilities, or features of such MapAnything Software (as compared to the version immediately prior to the release of such update), unless (i) MapAnything has notified Customer of such update in advance or (ii) such update is necessary for compliance with applicable Law or to protect the security of MapAnything, the Services, Customer, Users or any other parties. All updates shall be backward compatible with the material data structures, databases, and system architectures employed with the immediately previous version of the MapAnything Software. Notwithstanding the foregoing, MapAnything reserves the right, in its sole discretion, to automatically apply certain upgrades or updates to the MapAnything Software and push such upgrades or updates to Customer.
- 2.9 Customer Data License.** Customer hereby grants MapAnything a world-wide, non-exclusive, royalty-free license during the term of this Agreement to use and distribute Customer Data for the purpose of fulfilling MapAnything's obligations hereunder this Agreement, including without limitation for the purpose of providing the Services, preventing or addressing service or technical problems, or in connection with customer-support matters.



- 2.10 Protection of Customer Data.** MapAnything shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 2.11 Affiliates.** An Affiliate of Customer may receive Services under this Agreement by entering into a mutually agreed upon SOF with MapAnything for the applicable Services. In such event, all references to “Customer” will be deemed to refer to such Affiliate as if it were a direct signatory to this Agreement. Customer shall be responsible for any acts or omissions by such Affiliate.
- 3. CUSTOMER RESPONSIBILITIES.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, “**Equipment**”). Customer shall be responsible for ensuring that such Equipment is compatible with the applicable MapAnything Technology and complies with all configurations and specifications set forth in the applicable Documentation. Customer shall (i) cooperate with MapAnything in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as MapAnything may reasonably request; (ii) be responsible for Users’ compliance with this Agreement and the applicable SOF; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the MapAnything Technology, and immediately notify MapAnything of any such unauthorized access or use; (v) use the MapAnything Technology only in accordance with applicable Laws and the applicable Documentation and (vi) be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.
- 4. THIRD-PARTY PROVIDERS**
- 4.1 Google Services.** Services features that interoperate with Google, Inc. (or a successor’s) (“**Google**”) services depend on the continuing availability of the respective application programming interface (“**API**”) and program for use with the Services. If either Google or MapAnything ceases to make the API or program available on reasonable terms, MapAnything may cease providing such features without entitling Customer to any refund, credit, or other compensation and without any liability on the part of MapAnything to Customer. MapAnything has the right in its sole discretion to replace Google services with substantially equivalent MapAnything software or applications or Third Party Applications for the purposes of continuity of Services.
- To the extent MapAnything discontinues the Services under this section or fails to replace Google services with a substantially equivalent MapAnything application or Third Party Application, Customer may terminate this Agreement and any open SOFs for the Services related thereto without any liability to MapAnything for such termination except for any fees owed by Customer to MapAnything for Services provided through the date of termination.
- 4.2 End User License Agreement.** To utilize certain components of the Services, Customer hereby accepts all third party end user license agreements of any component, API, application or source code utilized or packaged and delivered by a third party in connection with MapAnything’s provision of the Services. MapAnything shall provide Customer with such third party end user license agreements if requested to do so in writing by Customer. MapAnything assumes no responsibility for, and specifically disclaims any liability and obligation with respect to, any Third Party Applications.
- 5. SUSPENSION OF ACCESS.** MapAnything may, without limiting its other rights and remedies, and without liability to Customer, suspend Customer’s and/or any Users’ access to the Services if: (i) MapAnything reasonably and in good faith believes Customer has breached this Agreement and Customer fails to cure such breach within thirty (30) days of receiving notice from MapAnything; (ii) any fees owed to MapAnything by Customer pursuant to a SOF are thirty (30) days or more overdue or (iii) immediately if Customer is in material breach of this Agreement or if MapAnything believes doing so is necessary to prevent or mitigate security issues related to the MapAnything Technology, MapAnything or MapAnything’s business, users or other customers. If, following MapAnything’s suspension of the Services, Customer does not cure the applicable breach to MapAnything’s reasonable satisfaction or provide sufficient information to MapAnything to explain why the breach has not been cured, MapAnything may terminate this Agreement.



## 6. INTELLECTUAL PROPERTY

- 6.1 Proprietary Rights.** Subject to the limited license rights expressly granted in this Agreement, MapAnything shall retain all right, title and interest (including without limitation all Intellectual Property Rights) in and to all MapAnything Technology, including without limitation the MapAnything Software and all Derivative Works of the MapAnything Technology. No rights are granted to Customer hereunder other than as expressly set forth herein. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the MapAnything Technology or any Intellectual Property Rights therein.
- 6.2 Restrictions.** Unless expressly set forth herein or in an applicable SOF, Customer shall not, (i) permit any third party other than a User who is authorized pursuant to this Agreement to access the Services; (ii) create any Derivative Works based on any MapAnything Technology; (iii) encumber, sublicense, transfer, sell, resell, rent, lease or timeshare the MapAnything Technology or use the MapAnything Technology in any service bureau arrangement or otherwise for the benefit of any third parties; (iv) copy, distribute, adapt, translate, port, frame, mirror or otherwise modify any part, aspect or content of the MapAnything Technology, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement; (v) use the MapAnything Technology 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; (vi) use the MapAnything Technology to store or transmit Malicious Code; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about the MapAnything Technology; (viii) access any part of the MapAnything Technology in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the MapAnything Technology; (ix) remove or destroy any copyright notices or other proprietary markings from the MapAnything Software or MapAnything Technology; (x) interfere with or disrupt the integrity or performance of the MapAnything Technology or any third-party data contained therein; (xi) attempt to gain unauthorized access to the MapAnything Technology or their related systems or networks or (xii) permit any third party to do any of the foregoing. Customer acknowledges and agrees that its right to use the MapAnything Software will be cloud-based only pursuant to the terms of this Agreement and that no MapAnything Software will be installed in any service or other computer equipment owned or controlled by Customer.
- 6.3 Ownership of Customer Data.** As between MapAnything and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.
- 6.4 Ownership of Derivative Works.** To the extent Customer or any party acting on its behalf conceives, develops, deduces to practice or creates Derivative Works of the MapAnything Technology (in whole or in part) or any documentation, Customer acknowledges and agrees that such Derivative Works shall be solely and exclusively owned by MapAnything. Customer shall and hereby does assign to MapAnything all of Customer's right, title and interest, including without limitation all Intellectual Property Rights in and to, such Derivative Works. Customer will receive the same license rights in Derivative Works as conveyed with regard to the MapAnything Software pursuant to this Agreement. Otherwise, Customer shall have no right to use or otherwise exploit such Derivative Works.
- 6.5 Suggestions.** To the extent Customer provides any suggestions, proposals, ideas, recommendations or other feedback (whether written, verbal or in any other manner) (collectively, "**Feedback**") related to the MapAnything Technology to MapAnything, Customer shall and hereby does grant to MapAnything a royalty-free, fully-paid, worldwide, transferable, sub-licensable, irrevocable, perpetual license to make, have made, use, sell, offer for sale, import, export, modify, create derivative works of, disclose and otherwise exploit and/or commercialize such Feedback in any manner without restriction or obligation or compensation to Customer.
- 6.6 Perfection of Intellectual Property Rights.** Customer shall cooperate with MapAnything as necessary for MapAnything to perfect, defend, record, evidence and maintain the Intellectual Property Rights assigned or granted under this Section 6, including without limitation, executing any and all documents and legal instruments as may be requested by MapAnything, from time to time. In the event that Customer does not execute the requested documents promptly after MapAnything's request, Customer hereby appoints MapAnything as Customer's attorney-in-fact, coupled with interest, for the limited purpose of executing any and all such documents in Customer's name as if Customer had actually signed same itself. Customer shall pay MapAnything's out of pocket expenses in connection with perfecting MapAnything's Intellectual Property Rights pursuant to this Section 6.
- 6.7 Proprietary Notices.** Customer agrees to respect and not to knowingly or maliciously remove, modify, obliterate, or obscure any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend



appearing on or in connection with the MapAnything Technology, including, but not limited to, any such notices displayed to the user during the operation of the MapAnything Technology and any such notices in the Documentation, and shall reproduce and include the same on any copy of the MapAnything Technology or any portion thereof distributed to Customer's Users and/or Representatives (defined below) in accordance with this Agreement.

- 6.8 Federal Government End Use Provisions.** MapAnything provides the Services, including without limitation, all MapAnything Software and 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 Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with Federal Acquisition Regulation 12.211 (Technical Data) and Federal Acquisition Regulation 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and Defense Federal Acquisition Regulation 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.
- 6.9 Aggregate/Anonymous Data.** Customer acknowledges and agrees that (i) MapAnything may generate Aggregate/Anonymous Data related to Customer's use of the MapAnything Technology; (ii) notwithstanding anything to the contrary herein, MapAnything shall have exclusive ownership rights to, and the exclusive right to use, Aggregate/Anonymous Data for its internal business purposes and (iii) MapAnything is free to use (including for research purposes) and disclose aggregate measures of Service Data 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 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 its Users.

## **7. CONFIDENTIALITY**

- 7.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means: (i) all information related to the business of one Party (“**Disclosing Party**”) or any of its Affiliates, or any of its or their respective clients, counterparties or other relationships, to which the other Party (“**Receiving Party**”) has access, whether in oral, written, graphic or machine-readable form, during the Term of this Agreement, whether or not in the course of or in connection with providing the Services (including, but not limited to, business and marketing plans, technology, and technical information, product plans and designs, and business processes) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure and (ii) the terms and conditions of this Agreement and applicable SOFs. However, Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was rightfully known to the Receiving Party without confidentiality obligations prior to its disclosure by the Disclosing Party, (c) is rightfully received without confidentiality obligations from a third party who does not have any confidentiality obligations, or (d) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party. For the avoidance of doubt, the Services and the Documentation shall be MapAnything's Confidential Information. Customer acknowledges that MapAnything does not wish to receive any Confidential Information from Customer that is not necessary for MapAnything to perform its obligations under this Agreement, and, unless the Parties specifically agree otherwise, MapAnything may reasonably presume that any unrelated information received from Customer is not Confidential Information.
- 7.2 Protection of Confidential Information.** The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) not use any Confidential Information of the Disclosing Party for any purpose except the performance of its obligations or exercise of its rights pursuant to this Agreement, and (ii) not disclose Confidential Information of the Disclosing Party to any person or entity other than its Representatives who need access to such Confidential Information for the performance of the Receiving Party's obligations or exercise of its rights pursuant to this Agreement and who are informed of the confidential nature of the information and bound by confidentiality obligations consistent with those herein.



- 7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by an applicable subpoena, court order, statute, Law, rule, regulation, executive order or other similar requirement to do so (a “**Legal Requirement**”), provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.
- 7.4 **Diligence.** Either Party may disclose a copy of this Agreement to its Representatives or potential financing sources, subject to confidentiality obligations consistent with those herein, in connection with a bona fide due diligence inquiry for a potential financing, acquisition or similar transaction.

## 8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1 **Mutual Warranties.** Each Party represents and warrants that:
- 8.1.1 it is a duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
  - 8.1.2 it will use industry standard methods to scan the MapAnything Technology, in the case of MapAnything, or the Customer Data, in the case of Customer, for any Malicious Code and to eradicate known Malicious Code;
  - 8.1.3 the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
  - 8.1.4 when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 8.2 **MapAnything Warranties.** During the Term (defined below), MapAnything represents and warrants that (i) the Services shall function materially in conformity with the Specifications and (ii) the Documentation accurately describes the Services in all material respects. For any breach of either such warranty, MapAnything’s sole liability to Customer, and Customer’s exclusive remedy from MapAnything, shall be to repair or reperform the Services so that they are materially in conformance with such warranty; *provided, however*, Customer must provide MapAnything written notice specifying such non-conformance of Services under this Section 8.2 no later than thirty (30) days after the date such non-conforming Services are provided.
- 8.3 **Customer Warranties.** Customer represents and warrants that (i) it owns all right, title and interest in and to the Customer Data or otherwise has all rights and authorizations necessary to provide the Customer Data to MapAnything for use as contemplated hereunder and (ii) the use of the Customer Data by MapAnything as contemplated hereunder does not and shall not violate the privacy rights, publicity rights, copyright rights, contract rights, Intellectual Property Rights, or any other rights of any person.
- 8.4 **Disclaimer.** ALL MAPANYTHING TECHNOLOGY IS PROVIDED “AS IS”. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, MAPANYTHING MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MAPANYTHING TECHNOLOGY PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE, AND MAPANYTHING HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, MAPANYTHING HEREBY DISCLAIMS ANY WARRANTY THAT THE MAPANYTHING TECHNOLOGY MEET CUSTOMER’S REQUIREMENTS OR THAT MAPANYTHING TECHNOLOGY WILL BE PROVIDED OR OPERATE UNINTERRUPTED OR ERROR-FREE.



9. **MUTUAL INDEMNIFICATION**

- 9.1 **MapAnything Indemnification.** MapAnything shall indemnify, defend and hold Customer harmless from and against any loss, claim, judgment liability, damage, action or cause of action (including reasonable attorneys' fees and court costs) (collectively "**Losses**") finally awarded in connection with (i) a third party claim that use of the MapAnything Software provided to Customer pursuant to this Agreement by a User infringes or misappropriates valid Intellectual Property Rights of the third party, and (ii) gross negligence or willful misconduct by MapAnything in performing its obligations hereunder.
- 9.2 **Customer Indemnification.** Customer agrees to indemnify, defend, and hold harmless MapAnything, its Affiliates, and each of their respective officers, directors, members, managers, agents, employees, personnel, successors and assigns from any Losses arising out of or in connection with: (i) Customer's misuse or misappropriation of the MapAnything Technology; (ii) Customer Data or (iii) gross negligence or willful misconduct by Customer or its Users.
- 9.3 **Indemnification Procedures.** An indemnifying Party's indemnification obligations under this Section 9 are subject to the indemnified Party's compliance with the following procedures: (i) the indemnified Party must provide the indemnifying Party with prompt written notice of such claim or action, provided, however, that the indemnifying Party's obligations under this Section shall not be relieved if the indemnified Party does not give the indemnifying Party such prompt notice of any such liability, cost, damage, claim or allegation except to the extent such failure materially prejudices the indemnifying Party; (ii) the indemnifying Party shall have the right to control the defense and negotiation of all claims or allegations; *provided, however*, that the indemnifying Party may not settle any claim or allegation without the consent of the indemnified Party if such settlement admits liability on the part of the indemnified Party or imposes any liability or obligation upon the indemnified Party, in each instance without the indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed); and (iii) all indemnified Parties shall cooperate fully with the indemnifying Party in connection with such claim, demand, cause of action, debt, liability, allegation or suit at the indemnifying Party's expense. The indemnified Party may, at its expense, retain counsel to participate in the defense of such claim.
- 9.4 **Infringement.** If any of the MapAnything Technology becomes or, in MapAnything's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, MapAnything may, at its option (i) obtain for Customer the right to continue using the applicable MapAnything Technology or (ii) replace or modify the infringing portions of the MapAnything Technology so that it becomes non-infringing without substantially compromising its principal functions. If (i) and (ii) are not reasonably available to MapAnything, then it may, at its discretion, (iii) terminate this Agreement or the applicable SOF upon written notice to Customer and refund to Customer any Fees for the Services that were pre-paid for the then-current term, pro-rated for the remainder thereof.
- 9.5 **Exclusions.** MapAnything shall not have any obligations hereunder with respect to portions or components of the MapAnything Technology (i) not created by MapAnything; (ii) resulting in whole or in part in accordance from Customer's specifications; (iii) that are modified after delivery by MapAnything; (iv) combined with other commercially unforeseen products, processes or materials where the alleged infringement relates to such combination; (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement or (vi) where Customer's use is not strictly in accordance with this Agreement.
- 9.6 **Exclusive Remedy.** This Section 9 states MapAnything's sole liability to, and Customer's exclusive remedy for, any Intellectual Property claims.

10. **LIMITATION OF LIABILITY**

- 10.1 **Limitation of Liability.** OTHER THAN LIABILITY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE SERVICES, OR WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.
- 10.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF





LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW OR FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 9 (MUTUAL INDEMNIFICATION).

## 11. TERM AND TERMINATION

- 11.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until there are no outstanding SOFs or until this Agreement is otherwise terminated in accordance with the provisions herein (the "Term").
- 11.2 Term of SOF.** Each SOF and the Services described therein shall commence on the start date specified in the applicable SOF and continue for the term specified therein, unless otherwise terminated earlier in accordance with the terms of such SOF or this Agreement. Upon the renewal of an applicable SOF, MapAnything reserves the right to increase the price of the applicable MapAnything Software or Services up to five percent (5%) over the current list price.
- 11.3 Termination for Cause.** Either Party may terminate this Agreement and any open SOFs for cause (i) upon thirty (30) days' prior written notice to the other Party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such petition or proceeding is not terminated within ninety (90) days of filing.
- 11.4 Surviving Provisions.** The following sections shall survive any termination or expiration of this Agreement: Section 1 ("Definitions"), Section 6 ("Intellectual Property"), Section 7 ("Confidentiality"), Section 8 ("Warranties, Exclusive Remedies and Disclaimers"), Section 9 ("Mutual Indemnification"), Section 10 ("Limitation of Liability"), Section 11.4 ("Surviving Provisions"), and Section 13 ("General Provisions").

## 12. PAYMENT PROVISIONS

- 12.1 Payment of Services.** The payment provisions for the license and/or Services provided are: For Credit Card orders: upon execution; For Purchase Orders: Net 30. Forms of Payment accepted are Credit Card, Purchase Order, Check, Electronic Funds Transfer, Wire from Customer or ACH draft.
- 12.2 Payment Terms.** Annual charges for each applicable SOF are due within thirty (30) days following (i) the full execution of the applicable SOF and (ii) anniversary date(s) of such date for the subsequent years if the applicable SOF is renewed in accordance with Section 11.2 of this Agreement.
- 12.3 Taxes.** Unless otherwise stated, MapAnything's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If MapAnything has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides MapAnything with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 12.4 Interest on Late Payment.** In addition to any other remedy available to MapAnything, if any payment due under an applicable SOF that is not subject to a good faith dispute by Customer is delayed for any reason, interest shall accrue and be payable, to the extent legally enforceable, on such unpaid principal amounts from and after the date on which the same became due, at the rate of one and one-half percent (1.5%) per month of the outstanding unpaid amount. Customer shall also be responsible for all attorneys' fees, court costs, and related expenses incurred in the event payment is not made in a timely manner, and proceedings are brought by MapAnything to collect sums owed.
- 12.5 Disputes.** If Customer believes that MapAnything has billed Customer incorrectly, Customer must contact MapAnything no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to MapAnything's customer Finance Department.

## 13. GENERAL PROVISIONS

- 13.1 Export Compliance.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the MapAnything Technology. Without limiting the foregoing, (i) each of MapAnything and Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or



use MapAnything Technology in violation of any U.S. export embargo, prohibition or restriction, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time.

- 13.2 Relationship of the Parties.** The Parties are independent contractors. This Agreement shall not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 13.3 Further Assurances.** Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- 13.4 Public Announcements.** 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, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. MapAnything and Customer may issue a joint press release announcing the Parties' relationship. The timing and content of such press release will be subject to the approval of each Party, which approval may not be unreasonably withheld.
- 13.5 No Third-Party Beneficiaries.** Unless otherwise expressly stated herein, there are no third-party beneficiaries to this Agreement.
- 13.6 Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after certified mailing, return receipt requested; (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim, the first business day after sending by email. Notices to MapAnything shall be addressed to the attention of its Chief Executive Officer with a copy to its General Counsel at the address listed at the beginning of this Agreement. All notices to Customer shall be addressed to Customer's signatory of this Agreement or any person designated beneath the signature area below and sent to the address listed on the first page of this Agreement.
- 13.7 Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 13.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.9 Interpretation.** Each Party acknowledges and agrees that this Agreement: (i) resulted from an "arms' length" negotiation, and (ii) will not be construed in favor of or against a Party by reason of the identity of the drafter or the extent to which any Party or its advisors participated in its preparation. Section headings, and cross-document section references within and among the SOF, are provided for convenience only and are not to be used to definitively construe or interpret this Agreement. For purposes of clarification: (1) the term "including" as used in this Agreement means "including, but not limited to"; (2) references to (a) a time period or to a point in time will be to the local jurisdiction where the Services are provided; (3) words or defined terms in the singular include the plural case, and vice versa; and (4) a dollar amount or currency will be such amount in United States Dollars unless stated otherwise in such reference.
- 13.10 Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all SOFs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets; provided that Customer may not assign this Agreement to any Person who is a direct competitor of MapAnything. Customer's sole remedy for any purported assignment by MapAnything in breach of this paragraph shall be, at the Customer's election, termination of this Agreement and any open SOF upon written notice to MapAnything. Subject to the foregoing, this Agreement shall be binding and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 13.11 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 North Carolina, without regard to its conflicts of laws rules.



The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**13.12 Venue; Waiver of Jury Trial.** Except as expressly set forth in Section 13.13 below, the state and federal courts located in Charlotte, North Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and in such event, each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to a jury trial in connection with any claim or cause of action in any way arising out of or related to, directly or indirectly, this Agreement.

**13.13 Dispute Resolution.** Subject to the terms of **Section 8 (Warranties, Exclusive Remedies and Disclaimers)** and in accordance with the procedures outlined below, any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any Law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement (“**Dispute**”) shall be resolved expeditiously, amicably, and at the level within each Party’s organization most knowledgeable about the Dispute. The Parties do not intend for these procedures to supplant the routine handling of inquiries and complaints through informal contact with customer service Representatives or other designated personnel of the Parties. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement.

**13.13.1 General.** The complaining Party’s Representative shall notify the other Party’s Representative in writing of a Dispute, and the non-complaining Party shall exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) business days after the delivery of the complaining Party’s written notice, senior Representatives of each Party will confer in an effort to resolve the Dispute. If they are unable to reach a resolution of the Dispute, it shall be resolved by binding arbitration in accordance with the terms of this **Section 13.13 (“Dispute Resolution”)**, except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party shall bear all costs and expenses incurred in compelling arbitration of any Dispute.

**13.13.2 Governing Rules.** Arbitration proceedings shall be administered by the American Arbitration Association (“**AAA**”) and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement shall control. The arbitration shall be conducted at a mutually-agreed upon location in the jurisdiction whose Law governs this Master Agreement, or as selected by the administrator if no agreement can be reached (“**Arbitration Location**”). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code).

**13.13.3 No Waiver; Provisional Remedies.** The Parties agree that pursuing arbitration of a Dispute will not limit a Party’s right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy shall not waive the right of any Party to compel arbitration or referral under this Dispute provision.

**13.13.4 Arbitrator Qualifications and Powers; Awards.** Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive Law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (i) will resolve all Disputes in accordance with the substantive Law that governs this Master Agreement, excluding any applicable conflicts or choice of Law provisions; (ii) may grant any remedy or relief that a court of the jurisdiction whose Law governs this Agreement could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (iii) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the jurisdiction whose Law governs this Master Agreement. Any Dispute in which the initial amount in controversy is **Five Million Dollars (\$5,000,000), or its equivalent**, or less shall be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds **Five Million Dollars (\$5,000,000), or its equivalent**, shall be decided by majority vote of a panel of three



arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

**13.13.5 Judicial Review.** Notwithstanding anything to the contrary in this Agreement, in any arbitration relating to the ownership of Intellectual Property Rights or in which the amount in controversy exceeds **Five Million Dollars (\$5,000,000), or its equivalent**, the arbitrators shall be required to make specific, written findings of fact and conclusions of Law.

**13.13.6 Miscellaneous.** To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Law, or to the extent necessary to exercise judicial review rights as set forth herein.

**13.13.7 Fees.** In all Disputes, the prevailing Party is entitled to recover its reasonable legal counsel fees (including, if applicable, reasonable charges for in-house counsel), and other legal expenses from the non-prevailing Party.

**13.13.8 Exceptions.** The Parties agree that this Section 13.13 shall not apply to disputes relating to: (i) MapAnything's intellectual property; and (ii) Customer's violation of this Agreement, including any failure by Customer to pay MapAnything in accordance with a SOF.

**13.14 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between MapAnything and Customer with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, between the Parties concerning the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the authorized Representatives of both Parties. Unless specifically stated otherwise therein, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, and/or any SOF, the terms of the applicable SOF shall prevail.

**13.15 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and taken together they shall be considered one 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**

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

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

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

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

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

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

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

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

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