

**LOCATION MATTERS INC.  
MASTER SERVICES AGREEMENT**

This Master Services Agreement (the “**Agreement**”) is between you (“**Client**”) and **LocAltion MATTERS Inc.** (as defined in Section 19 below).

**1. Ordering.**

- 1.1 Statements of Work.** Client may place an order for Services directly with Location Matters via an order form or a Statement of Work (a “**Statement of Work**”). Location Matters reserves the right to requote a Statement of Work if its acceptance by Client does not occur within thirty (30) days after issuance. A separate Statement of Work or Statement of Work amendment, sometimes referred to as a change request, will be prepared and signed by both parties whenever there is a new or changed project objective, scope of deliverable(s), or when a change in project assumptions has a material impact on project cost including estimates. Statement of Works may be entered into by Location Matters with Client or Client Affiliates. A Client Affiliate will have the right to enter into an Order referencing this Agreement which shall be deemed a separate agreement between such Client Affiliate and Location Matters on the terms of this Agreement. In such case, for purposes of such Order, such Client Affiliate will be deemed to be the “Client” hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and a Statement of Work, this Agreement shall prevail (unless a Statement of Work specifically states otherwise). “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 Partner Orders.** If Client has purchased a subscription pursuant to the terms hereof from a reseller or distributor authorized by Location Matters (“**Partner**”), to the extent there is any conflict between this Agreement and the agreement entered between Client and the respective Partner, including any purchase order (“**Partner Order**”), then, as between Client and Location Matters, this Agreement shall prevail. Any rights granted to Client in such Partner Order which are not contained in this Agreement apply only in connection with such Partner. An “**Order**” means a Statement of Work or a Partner Order, as applicable.
- 1.3 Procedure for Services.**
- 1.3.1** The Agreement constitutes the whole agreement between the Client and Location Matters in relation to the Services. The Agreement supersedes any previous agreement, proposal, understanding or communication, written or oral, relating to its subject matter. No variation to an Agreement shall be effective unless it is documented in writing and signed by both parties, including the scope of Services (as defined below) set forth in any Statement of Work.
- 1.3.2** The Agreement shall be considered agreed to at the moment that the Statement of Work, signed by the Client and Location Matters, has been received by Location Matters and - if applicable - shall be effective retroactively as from the date Location Matters started its performance thereunder. If Location Matters has already started work (e.g., by gathering information, project planning or giving initial advice) then the Client agrees that the Agreement is effective as of the start of such work. Client will be obligated to pay Location Matters the reasonable value of any Services performed during such period, provided that such amount has been pre-approved by Client in writing, plus pre-approved, reasonable reimbursable expenses.
- 1.3.3** If the Client and the beneficiary of the Services are separate legal entities, including, without limitation, natural persons, and either is an Affiliate of the other, the Client warrants and represents that the (other) party or parties having an interest in the Services accept the terms and conditions of the Agreement fully, failing which the Client shall indemnify and hold Location Matters harmless from and against all Losses connected with the breach of such warranty or representation.
- 1.3.4** The Location Matters project team(s) will be given reasonable cooperation of, and timely access to, all reasonably required Client personnel during the course of Location Matters's Services and Client is responsible for timely review and turnaround of all documents requiring Client approval. Location Matters, its employees, agents, and subcontractors (i) can rely upon any instructions or information provided by Client or any persons designated in writing by Client and (ii) will incur no liability for such reliance. In addition, Location Matters shall not be liable for any default or delay in performance of its obligations hereunder to the extent the same is caused, directly or indirectly, by (x) the failure of Client to comply with any of its obligations hereunder or (y) any unavailability or work absence of the necessary Client personnel. The Services performed hereunder, and all work product delivered in connection therewith shall be deemed accepted if, within ten days after delivery, or

as otherwise set forth under the applicable Statement of Work, Client has not provided to Location Matters written notice identifying in reasonable detail any basis for not approving the work product.

## 2. **Subscription.**

Subject to the terms and conditions of this Agreement (including payment obligations), Location Matters hereby grants Client and its Affiliates, in connection with each Order, a limited, non-exclusive, non-sublicensable, non-transferable and revocable (as provided herein) right to use such Location Matters cloud product and service platform and solutions as identified on Statement of Works from time to time (collectively, the **"Platform"**) in object code form, during the corresponding Subscription Term (as defined in an Order), solely for Client and its Affiliates' internal business purposes and in accordance with the subscriptions specified in the applicable Order. Unless otherwise indicated, the term **"Platform"** also includes all software, revisions, fixes, improvements and/or updates to the subscription type specified in an Order and any user manuals and documentation available within the Platform (**"Documentation"**) provided to Client in connection with the operation of the Platform. Client may only use the Platform in accordance with the Documentation, subject to any use limitations indicated in an Order, and applicable laws and regulations. Any services provided to Client and detailed in an Order shall be referred to as the **"Services"**.

## 3. **Fees.**

The Services and Client's use of the Platform are conditioned on Client's payment of the applicable fees as set forth in each Order and on the schedule set forth therein (**"Fees"**) and Location Matters reserves the right, following prior written notice to Client, to suspend Client's access to the Platform or Services for non or late payment of any amounts not subject to a good faith dispute. Except as set forth in this Agreement or a Statement of Work, all Fees and other amounts paid pursuant to this Agreement and an Order are non-refundable and without right of set off. Unless otherwise specified in an Order: (i) Client will pay all amounts due under this Agreement in U.S. Dollars currency, (ii) Fees for the entire Subscription Term set out in the applicable Order are due at the commencement of such Subscription Term and payable as described in the Order; (iii) all Fees are due and payable within thirty (30) days of the date of Location Matters's invoice; (iv) any amount not paid when due shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law; and (v) all amounts payable under each Statement of Work are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties (**"Taxes"**). Client will reimburse Location Matters for all reasonable collection expenses, and court costs incurred in the collection of delinquent amounts. If Client has purchased a subscription pursuant to the terms hereof from a Partner, all Taxes to be applied to the Fees shall be as agreed between Client and the Partner. Client shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Services; provided that Location Matters will be responsible for any taxes imposed on Location Matters's income, assets and/or workforce.

## 4. **Permitted Users.** The Platform may be accessed solely by Client or its Affiliates' employees or service providers who are explicitly authorized by Client to use the Platform (each, a **"Permitted User"**). Client will (i) ensure that Permitted Users comply with the terms of this Agreement at all times, (ii) maintain the confidentiality and security of their Location Matters account credentials, and (iii) be fully responsible for any acts or omissions by a Permitted User. Client must promptly notify Location Matters upon becoming aware of any unauthorized access to or use of the Platform.

## 5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Location Matters, Client shall not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Platform (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Client's rights under this Agreement with any third party; (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (v) use the Platform for any use in competition with Location Matters's Services; (vi) use the Platform in a manner that violates or infringes any rights of any third party; (vii) remove or alter any trademarks or other proprietary notices related to the Platform; or (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations.

## 6. **Client Data.**

### 6.1 As between the parties, Client owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that originates, resides on, or is otherwise processed through Client's systems and processed by Location Matters in the provision of the Services (**"Client Data"**). Client has exclusive control and responsibility for determining what Client Data it and its Permitted Users submit into the Services and for obtaining all necessary rights, consents and permissions for submission of Client Data and

processing instructions to Location Matters. Client hereby grants to Location Matters a non-exclusive, worldwide, royalty-free right to use Client Data to provide the Services and perform its obligations under this Agreement.

- 6.2 If Client Data contains personally identifiable information, to the extent applicable, the Parties shall comply with Location Matters's Data Processing Agreement ("**DPA**"), which is attached at Exhibit 1 and forms an integral part of this Agreement.
- 6.3 Client agrees not to process any Protected Health Information or other information that is subject to HIPAA ("**HIPAA Data**") via the Services unless Client has entered into a Business Associate Agreement ("**BAA**") with Location Matters. Location Matters's Business Associate Agreement shall be provided to Client upon request. Unless a BAA is in place, Location Matters will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement.

## **7. Additional Service Terms.**

- 7.1 **Evaluations.** If Client is using the Services for a free trial, proof of concept, evaluation, one-time assessment, or other similar purpose ("**Evaluation**"), such Evaluation is granted for a limited period of twenty-one (21) days, (or in the case of Location Matters's One-time free assessment for up to seven (7) days), unless Location Matters agrees to an extension and in each case solely for the purpose of evaluating and testing the Services to determine whether to purchase a subscription for Client's internal use. Location Matters may terminate Client's access to and use of any Evaluation at any time. Evaluations are provided "as is" without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise.
- 7.2 **Account Data and Anonymized Data.** Client acknowledges and agrees that Location Matters may collect and process information regarding the configuration, performance, security, access to and use of the Services by Client including product usage metrics and findings generated by the Platform ("**Account Data**") for its internal business purposes including to develop, improve, support, secure and operate the Services and to fulfill legal obligations. Notwithstanding the foregoing, nothing in this Agreement shall restrict Location Matters's use of Account Data that has been anonymized and/or aggregated, provided that such data does not in any way identify and cannot be reasonably associated with Client, its Affiliates, Permitted Users or any individuals connected to Client or Client Confidential Information ("**Anonymized Data**").
- 7.3 **Location Matters Preview Features.** From time to time, Location Matters may make beta, pilot, or early access features, services or functionality available to Client on a beta-testing basis ("**Location Matters Preview Feature(s)**") to try at no charge. Location Matters makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding Location Matters Preview Features, and Location Matters shall have no liability of any kind arising out of or in connection with Location Matters Preview Features. The SLA does not apply to Location Matters Preview Features. Client may choose to try Location Matters Preview Features in its sole discretion, and Location Matters, in its sole discretion, may (a) discontinue Location Matters Preview Features at any time, and/or (b) elect not to make Location Matters Preview Features generally available.
- 7.4 **Client Integrations.** The Services may provide Client with the ability to integrate certain functionalities of the Platform with applications or services separately provided to Client by third parties ("**Third Party Services**") via API integrations ("**Third Party Integrations**"). Client's use of such Third Party Integrations is optional and Client shall be required to take the steps set forth in the Documentation to enable a Third Party Integration. Client acknowledges and agrees that: (a) the use of Third Party Services are subject to the terms and conditions agreed between Client and each such Third Party Service provider; (b) Client may be required to grant Location Matters access to its Third Party Service account and/or to grant the Third Party Service provider access to its Location Matters account; and (c) Client Data may be transferred between Location Matters and the Third Party Service provider as required and authorized by Client for the interoperation with the Services. Since Location Matters does not provide such third party applications or services, Location Matters cannot guarantee the continued availability of such Third Party Integration and may cease supporting them at any time, including if the relevant third party ceases to make its application or service available for integration with the Services or changes the way it does so in a way that is not reasonably acceptable to Location Matters. To the maximum extent permitted by law but without derogating from Location Matters's obligations under this Agreement, Location Matters shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Client Data by Third Party Service providers.
- 7.5 **AI Features.** From time to time, Location Matters may make available certain functionalities that allow Client to utilize artificial intelligence, machine learning, or similar technologies through the Platform in connection with

the Services' processing of Client Data (the "**AI Features**"). Client's use of such AI Features is optional. If Client elects to use AI Features, Client Data will not be used to train or improve third-party foundation models without Client's prior written consent. Client or its Permitted Users may provide input, including Client Data, for use with the AI Features ("**AI Input**") and receive output generated and returned by the AI Features based on the AI Input ("**AI Output**"). Other customers providing similar AI Input to the AI Features may receive the same or similar AI Output. Client acknowledges and agrees that Client is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. Client agrees to comply with any applicable AI Feature restrictions described in the Documentation. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, LOCAITION MATTERS DOES NOT REPRESENT OR WARRANT THAT THE AI OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR FIT FOR A PARTICULAR PURPOSE.

8. **Security.** The Parties shall comply with the Location Matters Security Addendum which is attached at Exhibit 2' ("**Security Addendum**").
9. **Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.
10. **Intellectual Property Rights.**
  - 10.1 **Platform IP.** All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements enhancements, corrections, modifications, alterations, revisions, extensions and updates and derivative works thereof) are and shall remain owned solely by Location Matters or its licensors. This Agreement does not convey to Client any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 2 (*Subscription*). Nothing herein constitutes a waiver of Location Matters's intellectual property rights to the Platform under any law. Location Matters reserves all rights not expressly granted herein to the Platform.
  - 10.2 **Client Ownership.** Except as otherwise provided in these herein or in any applicable Statement of Work, and only upon final payment in full, Client shall own all rights to Services and work product originally developed for and provided to Client under this agreement and Agreement and Location Matters agrees to assign all such rights to Client. Location Matters shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined below).
  - 10.3 **Location Matters IP.** Location Matters retains and shall be entitled to any and all protections afforded under any law with respect to any materials, which it considers proprietary, and which were prepared, developed or used by Location Matters prior to or outside the course of completing the Services performed under the terms of a Statement of Work ("**LM's Intellectual Property**"). In the event (and to the extent) that any deliverable contains any items or elements which are LM's Intellectual Property, Location Matters grants to Client an irrevocable, perpetual, royalty-free license to use, execute, display, and/or perform such to the extent it is necessary to fulfill the scope of work described in the applicable Statement of Work. These protections shall not cover Confidential Information as defined in Section 9 hereof. All software, technology or proprietary information not owned by Location Matters or Client shall be protected under the terms and conditions of separate licensing agreements. Unless otherwise stated herein or in a Statement of Work, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of LM 's Intellectual Property, Confidential Information or proprietary information or of its agents or any third-party licensed software by the Client is strictly prohibited. All written or oral comments, ideas, suggestions made by Client to Location Matters regarding the Services (including user experience, functionality, and performance of the Services; collectively, "**Feedback**") may be freely utilized by Location Matters without Location Matters attribution or compensation of any kind to Client. Feedback shall not include any Client Confidential Information, and Location Matters shall not disclose the source of any Feedback.
11. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). The receiving Party will use the same standard of care to protect the disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care. The receiving Party's obligations under this Section, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or

through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its and/or its Affiliates' respective employees, consultants, affiliates, service providers, agents, partners, and subcontractors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that, to the extent permitted by applicable law, it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence review (i.e., a potential investment in a Party or a going-public transaction) subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

## **12. LIMITED WARRANTIES.**

- 12.1 **Platform.** Locaiton Matters represents and warrants that the Platform shall substantially perform in conformance with its Documentation. As the Client's sole and exclusive remedy and Locaiton Matters's sole liability for breach of this warranty, Locaiton Matters shall use commercially reasonable efforts to repair the Platform and, if Locaiton Matters cannot do so within a reasonable time, not to exceed 30 days, Client may terminate this Agreement and receive a pro-rata refund of any amounts pre-paid by Client for the remaining unused period of the Term. The warranty set forth shall not apply if the failure of the Platform results from or is otherwise attributable to Client or its Permitted User's acts or omissions in violation of this Agreement or to any third party. Locaiton Matters shall not be liable for any inaccuracy in the Platform's output and/or delay and/or unavailability of the Platform, caused due to (a) failure of Client's Internet access or any public telecommunications network, or shortage of adequate power, or (b) maintenance within the Client's systems affecting the operation of the Platform.
- 12.2 **Services.** Locaiton Matters warrants that the Services to be performed hereunder shall be performed in a timely and professional manner and will comply in all material respects with the descriptions and representations regarding the Services set forth in the applicable Statement of Work. Locaiton Matters further warrants that all Services developed hereunder will be of original development by Locaiton Matters and will not infringe upon or violate any known patent, copyright, trademark, trade secret or other property right of any third party that is enforceable in the U.S. Where Locaiton Matters supplies any goods or products supplied by a third party, Locaiton Matters does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Locaiton Matters.
- 12.3 **Disclaimer.** OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, ANY SERVICES AND ANY OUTPUT RESULTED FROM THE USE OF THE PLATFORM OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOCAITION MATTERS DOES NOT WARRANT THAT: (i) THE PLATFORM OR SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR (ii) THE PLATFORM OR SERVICES WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, LOCAITION MATTERS EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. LOCAITION MATTERS SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CLIENT, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.
- 13. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
- (A) EXCEPT AS TO EXCLUDED CLAIMS (DEFINED BELOW) AND SUBJECT TO SUBSECTION (C) BELOW, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

- (B) EXCEPT AS TO EXCLUDED CLAIMS AND SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE PRECEDING SIX MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("**GENERAL LIABILITY CAP**").
- (C) IN THE CASE OF PROTECTED INFORMATION CLAIMS (DEFINED BELOW), EACH PARTY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES ATTRIBUTABLE UNDER THE APPLICABLE ORDER TO THE TWELVE MONTH PERIOD OF THE CURRENT SUBSCRIPTION YEAR IN WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS ("**EXPANDED LIABILITY CAP**").
- (D) THE PARTIES AGREE THAT SECTION 13 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND SHALL CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR AN EXCLUSIVE REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THAT THIS AGREEMENT IS ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY, WHICH FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. FURTHERMORE, THESE TERMS AND CONDITIONS ARE ENTERED INTO BY AND BETWEEN, AND MAY BE ENFORCED ONLY BY, LOCATION MATTERS AND THE CLIENT. THESE TERMS AND CONDITIONS SHALL NOT BE DEEMED TO CREATE ANY RIGHTS OR LIABILITIES IN ANY THIRD PARTIES, INCLUDING INTEGRATION PARTNER(S), NOR TO CREATE ANY OBLIGATIONS OF A PARTY TO ANY SUCH THIRD PARTIES, AND ANY SUCH RIGHTS AND LIABILITIES ARE HEREBY EXPRESSLY DISCLAIMED.
- (E) "**EXCLUDED CLAIMS**" MEANS (I) LOCATION MATTERS' EXPRESS INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 FOR IP INFRINGEMENT CLAIMS; AND/OR (II) ANY DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE AND/OR WILFUL MISCONDUCT; AND/OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY LAW. "**PROTECTED INFORMATION CLAIMS**" MEANS ANY DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 6 (CLIENT DATA), SECTION 8 (SECURITY), AND/OR SECTION 11 (CONFIDENTIALITY).

14. **Indemnification.** Location Matters agrees to defend, at its expense, any third party action or suit brought against the Client alleging that the Platform, when used as permitted under this Agreement and each respective Order or Partner Order (as the case may be), infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Location Matters will pay any damages awarded in a final non-appealable judgment against the Client that are attributable to any such claim, or that are otherwise agreed in a settlement with the prior written consent of Location Matters, provided that (i) the Client promptly notifies Location Matters in writing of such claim; (ii) the Client grants Location Matters the sole authority to handle the defense or settlement of any such claim and provides Location Matters with all reasonable information and assistance, at Location Matters's expense; and (iii) the Client refrains from admitting any liability or otherwise compromising the defense in whole or in part, without the express prior written consent of Location Matters. Location Matters will not enter into any settlement that imposes any legal liability or financial obligation on Client without Client's prior written consent.

If the Platform becomes, or in Location Matters's opinion is likely to become, the subject of an IP Infringement Claim, then Location Matters may, at its sole discretion: (a) procure for the Client the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Location Matters's reasonable efforts, then Location Matters or Client may terminate all affected Orders and Location Matters shall provide a pro-rata refund for any amount pre-paid by Client for the remaining unused period of the Term.

Notwithstanding the foregoing, Location Matters shall have no responsibility for IP Infringement Claims to the extent resulting from or based on: (i) modifications to the Platform made by a party other than Location Matters; (ii) the Client's failure to implement software updates provided by Location Matters specifically to avoid infringement; or (iii) combination or use of the Platform with software not supplied by Location Matters or not in accordance with the Documentation.

This Section states Location Matters's entire liability, and Client's exclusive remedy, for claims or alleged or actual infringement.

15. **Term.** This Agreement shall enter into force and effect on the Effective Date and, unless earlier terminated in accordance with Section 18, shall remain in full force and effect until all Orders expire or are terminated (the "**Term**").
16. **Termination.** Either Party may terminate an Order and/or this Agreement for cause with immediate effect if (a) the other Party breaches any material term or condition of an Order and/or this Agreement, and (b) such breach remains uncured thirty (30) days after the breaching Party receives written notice thereof. Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Client in the Platform shall expire, and Client shall discontinue any further use and access thereof including deinstalling any Location Matters provided software; (ii) Client shall immediately delete and dispose of all copies of the Documentation in Client's or any of its representatives' possession or control; (iii) Location Matters shall make available any Client Data in Location Matters's possession available for Client to download via the Platform for up to 90 days; and (iv) in the event of termination by Client for cause, Client shall receive a pro-rata refund of any amounts pre-paid by Client for the remaining unused period of the Term. Thereafter, Location Matters shall delete such Client Data, provided that Location Matters may retain Client Data (a) stored in backups for a limited period of time in accordance with its industry standard customer deletion and backup policy or (b) as otherwise required by applicable law, and in either case, any Client Data so retained shall remain subject to the confidentiality, privacy and security obligations in this Agreement. Section 5 (*Prohibited Uses*), Section 6 (*Client Data*), Section 7 (*Additional Service Terms*), Section 8 (*Security*), Section 10 (*Intellectual Property*), Section 11 (*Confidentiality*), Section 12 (*Limited Warranties*), Section 13 (*Limitation of Liability*), Section 16 (*Termination*), Section 19 (*Contracting Entity*) and Section 20 (*Miscellaneous*) shall survive termination or expiration of this Agreement for any reason.
17. **Client Reference.** Unless otherwise stated in an Order, Client grants Location Matters the right to use Client's name to identify Client as a client of Location Matters on Location Matters's websites or in its public marketing materials. This includes, but is not limited to, the right to announce that Location Matters is providing services to Client, the right to use Client's name, logo and the nature of the services being provided in Location Matters's promotional materials and press releases. This permission is granted without the need for any further consent or approvals from the Client.
18. **Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Location Matters and Client each represents that it is not on any U.S. government denied-party list. Client will not permit any Permitted User to access or use any Service in a U.S. embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Sudan or Syria) or as may be updated from time to time, or in violation of any U.S. export law or regulation.
19. **Contracting Entity.** For the purposes of this Agreement "**Location Matters**" means Location Matters Inc., a company incorporated under the laws of the State of Delaware, having its principal place of business at 310 Comal St, Suite 200, Austin, TX 78702 or its Affiliates, as applicable. For clarity, unless a Direct Order specifies otherwise, the Location Matters entity contracting with Client hereunder will be Location Matters, Inc., if Client is located outside of the UK or Europe or is purchasing via a cloud service provider marketplace; or if Client is located in the UK or Europe and not purchasing via a cloud service provider.
20. **Miscellaneous.** This Agreement, including any Order(s) and any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous oral or written understandings, agreements and statements by the Parties with respect to such subject matter, including prior non-disclosure agreements or evaluation agreements. Without limiting the generality of the foregoing, this Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Client's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party to its Affiliate or in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Texas, without reference to principles and laws relating to the conflict of laws. The competent

courts of Dallas, Texas shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities' actions, acts of terrorism, earthquakes or power outages. This Agreement may be executed in traditional or electronic counterparts, which together shall be deemed one instrument.