This License Agreement ("**Agreement**") is made and entered into as of this ___ day of _____, ____ ("**Effective Date**") by and between Cyclomedia Technology, Inc. ("**Cyclomedia**"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Middleton WI, 53562 (USA), and _____ ("**Customer**"), a _____ corporation/company with its principal place of business at_____ _____.

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT**. This Agreement together with the Statement(s) of Work, contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer's order or other documents of Customer. Cyclomedia's acceptance of Customer's order is expressly conditioned on Customer's acceptance of this Agreement, and Customer, upon placing an order, accepts this Agreement in its entirety without modification. If any terms provided in this Agreement conflict with any of the terms of any Statement of Work (as defined herein), then the terms of the Agreement will take precedence and control unless otherwise explicitly specified and agreed to in writing by the parties.

2. **DEFINITIONS.** In addition to terms defined in this Agreement, the following terms will have the following meanings.

2.1 "**Authorized Users**" means those individuals who are employed by the Customer or have been authorized by the Customer within the Customer's organization on another basis to access and use the Services and who have been supplied user identifications and passwords.

2.2 "**Customer Data**" means all data or information provided or submitted by Customer to Cyclomedia.

2.3 "**Customer Property**" means Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding Intellectual Property (as defined herein) rights.

2.4 "**Cyclomedia Data**" means all photographs, imagery data, LiDAR data, laser scanning data, three dimensional data or other acquired static and/or moving images, mobile mapping data or sensor data, including all metadata, in digital or printed form that is used in connection with or related to the Services. Cyclomedia Data includes, but is not limited to, digital spherical 360-degree street view photos taken in any form, aerial photos, LiDAR point clouds and pavement data.

2.5 "**Cyclomedia Property**" means the Services, Cyclomedia Data, Data Insights, Documentation, Cyclomedia's Marks (including without limitation "Cyclomedia"), Cyclomedia's Confidential Information, all Deliverables, all information or data provided by Cyclomedia to Customer under this Agreement, and all corresponding Intellectual Property rights.

2.6 "**Cyclomedia Site**" means the website provided by Cyclomedia to Customer so it may access the Services on a remote basis.

2.7 "**Data Insights**" means all data, asset information, object information, and/or change detection data generated from the Cyclomedia Data, in any form whatsoever.

2.8 "**Deliverables**" means any tangible or intangible work product, including but not limited to Cyclomedia Data, Data Insights, Software, reports, Documentation, data, images, photographs, datasets, analytics, technical specifications, or other materials and outputs expressly identified in a Statement of Work delivered by Cyclomedia to Customer in connection with the Services. Deliverables further

include any modifications, updates, enhancements, adaptations, or derivative works thereof that are developed, provided, or made available by Cyclomedia to Customer pursuant to this Agreement.

2.9 "**Documentation**" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Services, in digital or printed form.

2.10 "**Generative AI Tools**" means any software, application, platform, system, or technology that utilizes artificial intelligence, machine learning, or deep learning models to autonomously or semi-autonomously generate, create, modify, or synthesize content or materials, including but not limited to text, images, audio, video, code, data, or other outputs, based on input data, prompts, or parameters provided by a user or system.

2.11 "**Intellectual Property**" means, without limitation, all creations, ideas, inventions, developments, suggestions, improvements, modifications, original works of authorship, software, source code, object code, algorithms, databases, data, documentation, designs, drawings, models, specifications, know-how, trade secrets, and Marks, whether registered or unregistered and whether existing now or in the future.

2.12 "**Marks**" means any trademarks, service marks, trade names, domain names, and logos, whether registered or unregistered.

2.13 "**Professional Services**" means the organization of training courses, the provision of consultation services, the provision of special projects, and the provision of any other services, as more particularly described in the applicable SOW.

2.14 "**Service(s)**" means the provision of Software, Cyclomedia Data, Data Insights, Deliverables, hosting and maintenance, and Professional Services as described and specified in a Statement of Work.

2.15 "**Software**" means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet as Software-as-a-Service or is provided on media to Customer for use on computing devices under the control of Customer.

2.16 "**Statement of Work**" or "**SOW**" means the form signed by Customer that specifies the Services that Customer is purchasing, in the form contained in Exhibit A.

2.17 "**Subscription Term**" means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

2.18 "**Third-Party Technology**" means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

3. RESPONSIBILITIES.

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services in accordance with this Agreement and the applicable Statement of Work, beginning on the date identified in each applicable Statement of Work. Cyclomedia will provide access to the Cyclomedia Site for the duration of the Subscription Term, respond to Services incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Agreement and the applicable Statement of Work. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four (24) hours a day, seven (7) days a week. Cyclomedia may provide Data Insights or other Deliverables through an online download link or by means of physical media, as specified in the applicable Statement of Work or as otherwise mutually agreed to by the parties in writing.

3.2 Customer Responsibilities. Customer agrees that it: (i) shall provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) shall have suitable computing devices to be able to access the Services; (iii) shall not use the Services for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) shall immediately notify Cyclomedia in writing of any unauthorized use of the Services; (vi) shall comply with all Customer requirements and use guidelines contained in the applicable Agreement and Statement of Work ("**Use Guidelines**"), including all third-party acceptable use policies related to Third-Party Technology used to view the Cyclomedia Data; (vii) shall allow Cyclomedia access to its facilities, property, and employees as necessary for Cyclomedia to provide the Services; (viii) shall conclude any license agreements and provide any resources available that are reasonably necessary for Cyclomedia to perform the Services; (ix) shall otherwise promptly cooperate with Cyclomedia in Cyclomedia's provision of the Services; and (x) is solely responsible for providing adequate security of Customer's internal systems, Customer Data, and for all third-party fees associated with provision of the Services. Customer shall allow each Authorized User access to the Services on a maximum of three (3) computing devices.

3.3 Usernames, Passwords and Compliance. Customer is responsible for keeping its username(s) and password(s) confidential and secure, and limiting access to the Services to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation, all actions of Authorized Users. Customer will notify Cyclomedia in writing within three (3) calendar days of Customer's discovery of any unauthorized use of the Services. CUSTOMER HAS SOLE RESPONSIBILITY FOR: (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS; AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 Management of Services. Cyclomedia may, at any time, make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, and without Customer or an Authorized User being entitled to claim any compensation from Cyclomedia, Cyclomedia may discontinue the operation of the Services temporarily or restrict use of the Services to the extent it is reasonably necessary for maintenance purposes, for necessary adjustments, or for improvements in the Services.

3.5 Suspension of Services. Cyclomedia has the right to suspend, terminate, or otherwise restrict Customer's use of the Services if such use: (i) results in a failure or delay of any network or system of Cyclomedia or a third party; (ii) is in violation of the Use Guidelines; or (iii) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action (as defined herein) arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

3.6 Subcontractors; Third-Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Services; provided, however, that Cyclomedia is not released from responsibility for its obligations under this Agreement. Cyclomedia shall have the right to use any Third-Party Technology in the Services, and such Third-Party Technology incorporated in the Services may be subject to the terms and conditions of the third party.

3.7 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Services on or before any applicable delivery dates. Cyclomedia may provide or deliver any Services in whole or in installments.

3.8 Change Orders. If either party wishes to change the scope or performance of the Services, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to

implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is executed by both parties.

3.9 Acceptance. In the event parties have not agreed on an acceptance procedure, the Deliverables are deemed accepted upon delivery. If the parties have agreed to an acceptance period as set forth herein, then the acceptance period shall be ten (10) calendar days after provision of the Deliverables or, if the parties have agreed in writing that Cyclomedia shall deliver the Deliverables in phases, ten (10) calendar days after provision of the Deliverables for each phase. The Deliverables shall be deemed to have been accepted by the Customer if: (i) Customer notifies Cyclomedia before the end of the acceptance period that the Deliverables are accepted; (ii) Customer makes use of any of the Deliverables in its work processes; or (iii) the acceptance period expires, and Cyclomedia has not received a written notice from the Customer identifying specifically any basis for not approving the Deliverables. If Customer reasonably determines that a Deliverable does not meet the specifications set forth in the Statement of Work and/or Documentation, then Customer must notify Cyclomedia in writing of the defects in such Deliverable. If the parties agree to such defects, then Customer and Cyclomedia will draft a list of errors preventing acceptance, and Cyclomedia will remedy these errors within a reasonable time. Such corrected Deliverables shall be subject to an additional acceptance period of ten (10) calendar days upon provision to Customer. If Cyclomedia fails to submit a corrected deliverable or the resubmitted Deliverables do not meet the specifications set forth in the Documentation, then Customer may: (a) extend the cure period for such defect(s) as mutually agreed to by the parties in writing; or (b) accept the non-conforming Deliverable subject to an equitable adjustment in applicable fees, as mutually agreed in writing by the parties.

4. FEES AND PAYMENT.

4.1 Payment. The fees related to the Services are included in the Statement of Work. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) calendar days from the date of the invoice, unless the parties otherwise agree in writing. Cyclomedia may change its fees from time to time; provided, however, that Cyclomedia shall provide thirty (30) calendar days prior written notice of any change in fees. If Cyclomedia shall increase its fees pursuant to this Section, then Customer shall have the right to terminate its current Statement of Work, effective the date of such change in fees. The Statement of Work may include an estimate of the quantity of Cyclomedia Data and/or Data Insights to be provided, and the fees related thereto which takes into account the provided Customer Data. Cyclomedia may, in its reasonable discretion, adjust the fees in accordance with the actual quantity of Cyclomedia Data and/or Data Insights provided; provided, however, that Cyclomedia will inform Customer of any such adjustment and the basis for such adjustment. If Customer reasonably and in good faith disputes any invoice, then Customer will notify Cyclomedia in writing of its objection within ten (10) calendar days from the date of the invoice, provide a detailed written description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the lower of two percent (2%) per month or the maximum rate of interest under applicable law. All costs incurred by Cyclomedia for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in the applicable Statement of Work. Customer shall have no right to set off against amounts which may become payable to Customer under this Agreement. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer's account is ten (10) calendar days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, then in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend the Services and Customer's

access to the Services, without liability, until: (i) Customer pays all overdue amounts in full; or (ii) in Cyclomedia's sole judgment, Customer provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

4.3 Fee Adjustments. Cyclomedia may, on an annual basis, increase the fees payable by Customer by an amount equal to the greater of: (i) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the most recently available twelve (12) month period; or (ii) three percent (3%). In addition to any annual fee increase, if, during the Term, costs incurred or payable by Cyclomedia increase due to reasons outside of Cyclomedia's control including, but not limited to, increases in: (i) material prices; (ii) prices of auxiliary materials; (iii) prices of raw materials such electricity; (iv) prices for parts purchased from third parties, (v) wages and salaries, social security charges, or other government charges, (vi) import duties, levies, taxes, and freight and insurance premiums; or (vii) exchange rate differences in the currency in which materials are purchased, then Cyclomedia may increase fees due to Customer solely to the extent necessary to reflect such cost increases. Such right to adjust the price of fees shall apply regardless of whether such cost increases were foreseeable as of the Effective Date. Cyclomedia shall provide Customer written notice at least ninety (90) calendar days prior to any such increase in fees taking effect.

5. TERM; TERMINATION; CHANGES.

5.1 Term. This Agreement continues until termination of the later of the expiration of the Subscription Term or completion of the Services provided under a Statement of Work (the "**Term**").

5.2 Termination for Cause. A party may terminate this Agreement or any Statement of Work for cause: (i) immediately upon written notice to the other party where a party provides written notice to the other party of a material breach, provided such breach remains uncured thirty (30) calendar days after receipt of notice by the breaching party; 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. In addition, Cyclomedia may terminate this Agreement or any Statement of Work immediately upon any violation of the applicable Use Guidelines by Customer.

5.3 Effect of Termination. Upon termination of this Agreement or a Statement of Work: (i) Customer shall cease use of the terminated Services; and (ii) the parties will return or destroy any Confidential Information disclosed under this Agreement. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of the then-current Subscription Term (as defined in the applicable Statement of Work).

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach an agreement within thirty (30) calendar days after Cyclomedia's notice requesting renegotiation, then: (i) Cyclomedia may, on a prospective basis after such thirty (30) day period, pass any increased costs on to Customer; and (ii) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within thirty (30) calendar days.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all Intellectual Property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, Customer, or a third party. To the extent that Customer obtains any right, title, or interest in any Cyclomedia Property, Customer hereby assigns to Cyclomedia all of Customer's right, title, and interest in and to such Cyclomedia Property.

6.2 Grant of Rights. Cyclomedia grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Cyclomedia Data, Data Insights, Software and other Deliverables as identified in the applicable Statement of Work during the Subscription Term solely for Customer's internal business purposes and purposes as laid down in the Statement of Work. Each Statement of Work will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia. If Customer intends to use the Services, including any (downloaded) Cyclomedia Data or Data Insights and adaptions, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Section, then Customer must receive Cyclomedia's prior express written consent. Approval by Cyclomedia will be at Cyclomedia's sole discretion.

6.3 Use Guidelines; Restrictions. Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Services; (iii) attempt to reverse engineer or decompile any component or element of the Services; (iv) transfer to third parties or permit third parties to use Customer's user name and password or Cyclomedia Property; (v) disclose or publish the Cyclomedia Data or Data Insights or adaptions, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications); (vi) systematically download the Cyclomedia Data or Data Insights; (vii) use any Generative AI Tools to process, analyze, generate outputs from, or otherwise interact with the Cyclomedia Data or Data Insights or any portion thereof, whether or not such Generative AI Tools are owned by Customer or owned by a third party; (viii) use, access, disclose, or otherwise process the Cyclomedia Data or Data Insights or any portion thereof to train, develop, operate, or maintain any Generative AI Tools, whether or not such Generative AI Tools are owned by Customer or owned by a third party; (ix) use any of the Cyclomedia Property for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "**Data Analysis**") for publication, distribution, and/or commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever; (x) use the Services for any acts that are contrary to any applicable laws; (xi) copy any Cyclomedia Property other than is necessary for the purposes permitted under the Agreement and for backup purposes, provided that Customer shall not remove any of Cyclomedia's Marks when copying such Cyclomedia Property; (xii) trace metadata from the Cyclomedia Data or Data Insights to the extent that metadata is not necessary for the intended use of the Data Insights; or (xiii) change or remove references to Cyclomedia in the Cyclomedia Data or Data Insights. Cyclomedia may, in its sole discretion and without any liability to Customer, immediately suspend a portion of or all access to the Services and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services or a violation of this Section 6.3. Upon reasonable notice to Customer, Cyclomedia may audit and inspect the use of the Services by the Customer in the event Cyclomedia reasonably suspects a misuse of the Services. Customer will give Cyclomedia access to its facilities, offices, and any information needed by Cyclomedia to evaluate the use of the Services, and Customer agrees to correct any deficiencies found during an audit, at Customer's expense.

6.4 Customer Data. The Services may collect Customer Data that resides on Customer's computer system or is generated by Customer's use of the Services, including, but not limited to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Services, and configuration settings. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a non-exclusive, worldwide, paid-up, and royalty free license to use, access, duplicate, sublicense, and modify the Customer Data: (i) for the purpose of performing the Services under this Agreement; or (ii) to further develop and improve the Services to customers. Customer acknowledges and agrees that, to the extent permitted by applicable law, Cyclomedia may share Customer Data with third parties in order to provide the Services to Customer. Cyclomedia shall not be responsible for any inaccuracies or insufficiencies contained in the Services resulting from incomplete or inaccurate information in the Customer Data supplied by Customer or Customer Data supplied by an Authorized User. Customer and its Authorized Users will be solely responsible for the accuracy, content,

currency, completeness, form, and delivery of the Customer Data used in connection with the Services, and Cyclomedia shall have no responsibility or liability related thereto.

6.5 Feedback. During the Term, Customer may provide to Cyclomedia information about the operation, functions, features, characteristics, and uses of the Services, including any errors or problems, as well as general feedback, suggestions, improvements, or modifications for the Services (collectively, the "**Feedback**"). To the extent that Customer acquires any right, title, or interest in and to the Feedback, Customer hereby assigns to Cyclomedia all of Customer's right, title, and interest in and to the Feedback. Notwithstanding anything to the contrary, Cyclomedia shall be the sole and exclusive owner of the Feedback.

6.6 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, Cyclomedia does not grant, by implication, waiver, estoppel or otherwise, to Customer or any third party, any Intellectual Property rights or other right, title, or interest in or to any of the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Services and Cyclomedia Data are Cyclomedia's Confidential Information and Customer Data are Customer's Confidential Information. Information will not be considered to be Confidential Information to the extent that it: (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party; (ii) is or becomes publicly known through no wrongful act of Receiving Party; (iii) is rightfully received by Receiving Party from a third party without restriction; or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by this Agreement. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. LIMITED WARRANTY.

8.1 Services. Cyclomedia warrants the Services will operate in substantial conformity with the applicable Statement of Work and Documentation provided by Cyclomedia to Customer. If Cyclomedia provides any Cyclomedia Data, Data Insights or other Deliverables to Customer via physical media, then Cyclomedia warrants that such media will be free from defects for thirty (30) calendar days following delivery of such media. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) calendar days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third-Party Technology or for loss of Customer Data. Customer acknowledges that communications

and transactions conducted online may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Services, and that online Services are not guaranteed to be uninterrupted or error-free. By using the Services, Customer accepts all responsibility and risk associated with the use of the Services and the Internet generally.

8.3 Regulations. Cyclomedia represents and warrants that it will comply with all requirements of applicable laws, regulations, and guidelines, where such laws, regulations, and guidelines are determined in its discretion, and any laws that Customer makes Cyclomedia aware of in writing, to the extent that the parties mutually agree such laws are applicable.

8.4 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THIS AGREEMENT, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD-PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *EXCEPT AS PROVIDED HEREIN, CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE SERVICES, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. EXCEPT FOR CUSTOMER'S LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S GROSS NELIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL CYCLOMEDIA'S LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 11, no Action (as defined herein) relating to this Agreement may be brought by Customer more than one (1) year after the cause of the Action has accrued.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that: (i) it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Services, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**"); and (ii) it will comply with the obligations set forth in Sections 3.2, including the Use Guidelines, 6.2 and 6.3.

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. **INDEMNIFICATION.**

11.1 Indemnification by Customer. Customer will indemnify, defend, and hold harmless Cyclomedia, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") relating to: (i) Customer's violation or alleged violation of any applicable Regulation or a breach of any warranty in Section 10; (ii) Customer's breach of Sections 3.2 or 3.3 or the applicable Statement of Work, (iii) Customer's violation or alleged violation of any contractual or legal obligation to a third party; (iv) Customer's use of the Services that exceeds the scope of the licenses granted in this Agreement; and (v) Customer Data, including but not limited to any claim that any Customer Data infringes or misappropriates the rights of a third party. Customer will pay all costs and damages incurred by Cyclomedia in any Action, or those costs and damages agreed to in a monetary settlement of such Action.

11.2 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Services, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third-Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of this Agreement or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any Action is brought against Customer alleging that the Services infringe, misappropriate, or otherwise violate the rights of any third party.

11.3 Notification and Cooperation. The obligations under this Section are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action; (ii) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations; and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of six (6) months following the termination or expiration of this Agreement, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to Customer during the Term without Cyclomedia's prior written consent. Customer will not be in violation of this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle Cyclomedia to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by Cyclomedia in enforcing its rights under this Section.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** This Agreement will be interpreted and construed in accordance with the laws of the State of Wisconsin and the United States, excluding conflict of laws provisions. All disputes relating to this Agreement will be subject to the exclusive jurisdiction of state and federal courts in Wisconsin, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an Action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its Intellectual Property rights.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL.**

15.1 ***Survival***. Sections 1, 2, 6, 7, 9, 11, 12, 13, 15, and any right or obligation of the parties in this Agreement or any Statement of Work which, by its nature, should survive termination or expiration of this Agreement or any Statement of Work, shall survive any termination or expiration of this Agreement or any Statement of Work

15.2 ***Assignment; Binding Effect***. This Agreement binds the parties' representatives, successors, and assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other party unless for Cyclomedia: (i) to any of its affiliates; or (ii) to a purchaser of all or substantially all of its business or assets, whether by merger or otherwise. This Agreement shall be binding upon and inure to the benefit of each of the parties and its permitted successors and assigns.

15.3 ***Notices***. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a party as provided in this Agreement or a Statement of Work or as otherwise designated by a party in accordance with this Section. Notices sent in accordance with this Section will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier where signature is required; (iii) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the first business day after the date mailed by certified or registered mail, with return receipt requested, and postage prepaid.

15.4 ***Force Majeure***. Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under this Agreement due to causes beyond its reasonable control.

15.5 ***Modifications; Severability; Waiver***. Any modification of this Agreement will be effective only if in writing and signed by both parties. Any provision of this Agreement that is held to be invalid, illegal or unenforceable will be severed from this Agreement, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right.

15.6 ***Counterparts*.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

INSERT EXHIBIT A STATEMENT OF WORK