

## ZillionInfo Master Services Agreement

This Master Services Agreement, together with your Order Form and any other terms or documents incorporated by reference herein, constitute a single, binding agreement (this "Agreement") between you ("you" or "Customer") and Zillion Info, LLC., doing business as ZillionInfo, with a place of business at 1225 Laurel St, Columbia SC 29201 ("we," "us" or "ZillionInfo").

By executing an Order Form in connection with purchasing any of the Services, you accept this Agreement as of the effective date indicated on such Order Form (the "Effective Date"). If you do not agree with any of the terms contained in this Agreement, you must not use the Services.

If you are accepting this Agreement on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such other entity to this Agreement; (ii) you have read and understand the Agreement; and (iii) you agree to this Agreement on behalf of your employer or such other entity. If you do not have such authority or do not agree with the terms of this Agreement you must not use the Services.

### 1. Definitions .

- a. "Agreement" has the meaning given to it in the first paragraph written above.
- b. "API" means application programming interface.
- c. "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- d. "Anonymous Data" is information which does not relate to an identified or identifiable person, or information that is rendered anonymous in such a way that a natural person is not or no longer identifiable.
- e. "ZillionInfo IP" means the Services, related documentation, and any and all intellectual property provided to Customer or its Authorized Users by ZillionInfo in connection with the Services. For the avoidance of doubt, ZillionInfo IP includes aggregated statistics and any information, data, or other content derived from our monitoring of Customer's access to or use of the Services, but does not include Customer Content.
- f. "ZillionInfo Platform" means ZillionInfo's geospatial tools, services, and APIs for discovering and predicting insights from location data.
- g. "Cause" means a breach of any representation, condition or covenant of this Agreement by either Party (and in the case of Customer, any Authorized User).
- h. "Change in Control" means the sale of all or substantially all the assets of a party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transactions.
- i. "Commercial Use" means intended for use by Persons other than Customer, its employees or its affiliates – especially where such use is intended to create profit or other commercial advantage for Customer.

- j. "Commercial Product" means a software, data product, or other type of product or service created for a Commercial Use by Customer using the Services.
- k. "Commercial Product License" means a license to use ZillionInfo to develop a Commercial Product.
- l. "Content" means all content of any type, including without limitation, data, text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations.
- m. "Copyright Agent" means the individual designated by ZillionInfo to receive copyright infringement notifications pursuant to the DMCA.
- n. "Customer Content" means Content owned or licensed by you or your Authorized Users that is stored or processed using the Services.
- o. "DMCA" has the meaning set forth in Section 9(a).
- p. "Effective Date" has the meaning set forth in the introduction above.
- q. "Fees" has the meaning set forth in Section 2(a) below.
- r. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- s. "Internal or Non-Commercial Use" means any use other than a Commercial Use.
- t. "Non-Commercial Product" means a software, data product, or other type of product or service created for an Internal or Non-Commercial Use by Customer using the Services.
- u. "Notice" has the meaning set forth in Section 14(a).
- v. "Order Form" means the document specifying the Services purchased by Customer from ZillionInfo, the pricing associated with such Services and other information related to such purchase.
- w. "Party" means each of Customer and ZillionInfo and together, the "Parties."
- x. "PDPA" means ZillionInfo's Personal Data Protection Agreement, which is incorporated herein by reference.
- y. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- z. "Personal Data" means information that alone or when in combination with other information may be used to identify, contact, or locate a natural person, such as name, address, email address, IP address, login credentials, profile information, or phone number. Personal Data excludes information that has been aggregated and/or anonymized so that it does not allow a third party to easily identify a specific individual.
- aa. "Processor" has that meaning given to it in the PDPA.
- bb. "Sensitive Personal Data" means Personal Data revealing government-issued or financial account numbers; racial or ethnic origin; political opinions; religious or philosophical beliefs;

trade union membership; genetic data, biometric data for the purpose of uniquely identifying a natural person; data concerning health; data concerning a natural person's sex life; or data concerning a natural person's sexual orientation.

- cc. "Service Suspension" has the meaning set forth in Section 4(h).
- dd. "Service Term" means the period for which you have acquired the license and right to use the Services, as specified in the Order Form.
- ee. "Services" means the specific products and services included in the Order Form.
- ff. "Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to ZillionInfo.
- gg. Any capitalized terms used, but not defined, herein have the meanings given to them elsewhere in this Agreement as referenced where such terms are used.

## 2. Charges and Payment .

- a. **Obligation to Pay** . You shall pay ZillionInfo all fees set forth on your Order Form ("Fees").
- b. **Bank Fees** . ZillionInfo is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by ZillionInfo. Currency exchange settlements will be based on agreements between Customer and the provider of Customer's credit card.
- c. **Taxes** . All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on ZillionInfo's property, employees or income.
- d. **Invoices** . Unless otherwise described on your Order Form, we will invoice you in advance and you agree that payment is due net 30 days from the invoice date. Customer shall make all payments in the manner specified on its Order Form or in such other manner as ZillionInfo may specify in writing from time to time.
- e. **Refunds** . All payments made pursuant to this Agreement are non-refundable unless explicitly stated otherwise herein or otherwise provided by applicable law.
- f. **No Setoff** . Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by ZillionInfo whether under this Agreement, applicable law or otherwise and whether relating to ZillionInfo's breach, bankruptcy or otherwise.
- g. **Suspension for Failure to Pay** . If Customer fails to make any payment when due then, in addition to all other remedies that may be available, if such failure continues for thirty (30) days following written notice thereof, ZillionInfo may suspend performance of the Services

until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

- h. **Renewal** . The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 4% above the applicable pricing in the prior term, unless ZillionInfo provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at ZillionInfo's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing.

### 3. **Intellectual Property Rights** .

- a. **ZillionInfo IP** . You acknowledge that, as between us and you, we own all right title, and interest, including all Intellectual Property Rights, in and to all ZillionInfo IP and, and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. This Agreement does not convey any such rights onto Customer, and Customer may not use, access, or allow others to use or access the Services in any manner not permitted under this Agreement.
- b. **Your Content** . You will retain all right, title and interest in and to Your Content. You agree that with respect to the Data, Your Content and your use of the Software, you will comply with all laws, policies and regulations, including those pertaining to privacy and/or data protection.
- c. **Third-Party Materials** . You understand that when using the Services you may be exposed to Third-Party Materials that are inaccurate, offensive, indecent, or otherwise objectionable. ZillionInfo does not endorse any Third-Party Materials or any opinion, recommendation, or advice expressed therein. Under no circumstances will ZillionInfo be liable in any way for or in connection with any Third-Party Materials, including, but not limited to, any inaccuracies, errors, omissions, or intellectual property infringement within such Third-Party Materials, or for any loss or damage of any kind incurred as a result of the use of any Third-Party Materials posted, emailed, or otherwise displayed or transmitted through the Services.
- d. **Reservation of Rights** . ZillionInfo reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, 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 the ZillionInfo IP.

### 4. **Use of the Services** .

- a. **General Responsibilities** . You are solely responsible and liable for all use of the Services resulting from access that you provide, directly or indirectly, whether such access or use is

permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are solely responsible and liable for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

- b. **Commercial Products** . You shall limit your use of the Services to Internal or Non-commercial Use unless you are developing a Commercial Product pursuant to a Commercial Product License. All Commercial Products are subject to the following requirements:
- i. Your Order Form must specify any Commercial Products to which your Commercial Product License is to apply. Your Commercial Product License will apply only to those Commercial Products so specified and additional Commercial Products will require a separate Commercial Product License.
  - ii. Your Commercial Product License is subject to the limitations specified on your Order Form. Such limitations may include, without limitation, number of customers or end users, number of data cores, and quantities of other computing resources allocated to your Commercial Products.
  - iii. If, during the Service Term, you exceed any of the limitations specified on your Order Form, we shall invoice you, and you shall pay for any amounts corresponding to such overages.
- c. **Third-Party Materials**. ZillionInfo may from time to time make Third-Party Materials available to Customer. For purposes of this Agreement, such Third-Party Materials are subject to their own terms and conditions and the applicable flow through provisions referred to in the Location Data Services Addendum. If Customer does not agree to abide by the applicable terms for any such Third-Party Materials, then Customer should not install or use such Third-Party Materials. Upon termination of this Agreement, you shall remove and destroy all Third-Party Materials from your internal systems unless otherwise allowed under the respective third-party terms of service and/or license agreements.
- d. **Prohibited Uses** . All licenses granted in this Agreement are subject to the limitations specified in your Order Form. In addition, Customer shall not, and shall not permit any other Person to, access or use any Services except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall not permit any other Person to, except as this Agreement expressly permits:
- i. interfere with or disrupt the Services or servers, networks or devices connected to the Services, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature;
  - ii. inject content or code or otherwise alter or interfere with the way any of the Services are rendered or displayed in a user's browser or device;
  - iii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

- iv. take any action that imposes an unreasonable load on our infrastructure or that of our third party providers (where ZillionInfo reserves the right to determine what is reasonable or unreasonable);
  - v. access, tamper with or use non-public areas or parts of the Services, or shared areas of the Services that ZillionInfo has not invited you to access;
  - vi. access, search or create accounts for the Services by any means (for example, scraping, spidering or crawling) other than our publicly supported interfaces;
  - vii. copy, modify, or create derivative works or improvements of the Services, except to the extent permitted by applicable open source licenses;
  - viii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
  - ix. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof;
  - x. use any Services in a manner or for any purpose that infringes, misappropriates, or otherwise violates any law or Intellectual Property Right;
  - xi. use the Services for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to ZillionInfo's commercial disadvantage including without limitation, to develop a general database of locations or points of interest or any other general purpose database;
  - xii. use the Services in any manner that damages or overburden ZillionInfo Platform or interfere with any other Person's use of ZillionInfo Platform; or
  - xiii. otherwise use the Services beyond the scope of the licenses granted in this Agreement.
- e. **Branding** . All logos and product names appearing on or in connection with the Services are proprietary to ZillionInfo or its licensors and/or suppliers. You agree to never remove or obscure any proprietary notices, logos or product identification labels from ZillionInfo's software, maps, and other content, as applicable.
- f. **Transfer** . Your right to use the Services may not be transferred to anyone without our prior written consent. Any authorized transferee shall agree in writing to be bound by this Agreement. In no event may you copy, loan, rent, time-share, sublicense, assign, transfer, lease, sell or otherwise dispose of ZillionInfo's software, data, or other Content on a temporary or permanent basis except as expressly provided herein.
- g. **Suspension by ZillionInfo** . ZillionInfo may temporarily suspend Customer's access to any portion or all of the Services if: (A) Customer or its Authorized Users violate the terms of this Agreement, (B) in response to a credible security threat or (C) ZillionInfo loses access to any third-party services or products required for Customer to access the Services (any such suspension, a "Service Suspension"). ZillionInfo will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension pursuant to this Section 5(h). Unless otherwise specified

in this Agreement, any Service Suspension will not affect the Fees due hereunder.

## 5. Termination .

- a. Either Party may terminate this Agreement for Cause in the event the other Party has not cured its material breach of this Agreement within thirty (30) days of receiving written notice of such breach from the non-breaching Party.
- b. We may terminate this Agreement immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer or if the Customer is dissolved, liquidated or deemed insolvent.
- c. Customer's right to use the Services will terminate immediately on the date of termination for Cause.
- d. Upon termination, you and Authorized Users might not have access to Customer Content. You are responsible for backing up Customer Content.
- e. Unless terminating for Cause, termination of the Agreement by Customer will not alter Customer's obligations to pay all charges due to ZillionInfo at the time of termination. If Customer terminates for Cause, we will issue a partial refund, prorated based on the Service Term.
- f. Unless otherwise specified, numerical limits applied to the Services are only valid during the relevant Service Term, and do not roll over to any future Service Terms.

## 6. Indemnification .

- a. **ZillionInfo Indemnification** . In the event any third party brings a claim against you based upon an allegation that the Services infringe on a copyright or misappropriate a trade secret of any third party, we shall indemnify you and hold you harmless from all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a claim, provided that you notify us in writing of any such claim as soon as reasonably practicable and allow us to control, and reasonably cooperate with us in the defense of, any such claim and related settlement negotiations. In connection with such claim, we may (i) procure for you the right to continue using the Services; (ii) replace or modify the Services so that it is non-infringing and substantially equivalent in function. If either of those options is not commercially practicable in our reasonable estimation, we will refund the fees that Customer has paid and cancel access to the Services.
- b. **Customer Indemnification** . You agree to indemnify and hold harmless ZillionInfo (including its subsidiaries, affiliates, officers, agents, partners, and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising from your use of the Services, your violation of this Agreement and any schedules, addenda, or terms incorporated by reference or your violation of any rights of another, including without limitation that Customer Content violates or infringes upon any copyright, trademark, patent or other proprietary right.
- c. **Sole Remedy** . THIS SECTION SETS FORTH ZillionInfo'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- d. **Limitations** . We shall have no obligation to indemnify Customer for any claim that is based on (i) your use of the Services other than as authorized by this Agreement; (ii) your failure to use updated or modified versions of the Services that have been made available to you; (iii) your use of the Services after receiving notice from ZillionInfo to stop doing so in order to avoid infringement or misappropriation; or (iv) the combination, operation or use of the Services with equipment, devices, software, systems, or data that were not supplied by ZillionInfo.

**7. Representations and Warranties** . Each Party represents and warrants to the other that:

- a. Such party is duly organized and in good standing under the laws of its jurisdiction of organization and in each other jurisdiction where such organization or good standing is required for the performance of this Agreement.
- b. Such party's entry into and performance under this Agreement has been duly approved by all necessary corporate action and does not violate any constituent instrument of such party.
- c. Such party's entry into and performance under this Agreement does not violate any law or regulation, judicial or executive order, or contractual commitment by which such party is bound.

**8. Privacy** .

- a. **ZillionInfo Privacy Policy** . Our Privacy Policy, forms part of this Agreement. By using the Services, you agree to the terms specified in the Privacy Policy.
- b. **Data Processing Addendum**. Our Personal Data Protection Agreement (the "PDPA"), forms part of this Agreement. The PDPA applies to citizens of countries within the European Union and other countries within the European Economic Area. By using the Services, you agree to the terms specified in the PDPA.
- c. **Compliance with Privacy Laws** . You agree that you are solely responsible, when using or accessing the Services, for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the GDPR, as defined in the PDPA), including any notice and consent requirements. This paragraph is applicable, without limitation, to (1) the collection and processing by you of any Personal Data, (2) your use of the Services to send marketing and other electronic communications to individuals and (3) your use of cookies and similar technologies in any applications you create using the Services (including, in particular, those which we place for you at your request as part of the Services, such as to undertake analytics for you).
- d. **GDPR Related Covenants** . If the Customer Content contains Personal Data:
  - i. You agree that ZillionInfo acts solely as a Processor with respect to such Personal Data;
  - ii. You represent and warrant that you have taken all steps necessary under the GDPR and any other applicable privacy laws to (A) lawfully process any Personal Data contained within the Customer Content and (B) lawfully transfer it to ZillionInfo for the purposes of processing such Personal Data pursuant to the terms of this Agreement; and



- iii. You shall not upload Sensitive Personal Data without the prior written approval of ZillionInfo, unless such Sensitive Personal Data has been converted into Anonymous Data prior to such upload.

## 9. Digital Millennium Copyright Act Compliance .

- a. If you are a copyright owner or an agent thereof, and believe that any user submission or other Company content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works;
  - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ZillionInfo to locate the material;
  - iv. Information reasonably sufficient to permit ZillionInfo to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address; and
  - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. The designated Copyright Agent to receive notifications of claimed infringement is: Zillion Info, LLC, 1225 Laurel St, Columbia, SC, 29201, Email: [info@zillioninfo.com](mailto:info@zillioninfo.com) .

**10. Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Service Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. ZillionInfo may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid ZillionInfo with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with the terms of your Order Form. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Service Term and for a period of two (2) years after the termination or expiration of this Agreement.

## 11. Confidentiality.

- a. **Confidential Information.** “Confidential Information” means information belonging to or in the possession or control of a party (the “Disclosing Party”), its customers or its suppliers which is of a confidential, proprietary, or trade secret nature, including without limitation all

business information, technological information, intellectual property, training materials, software, and other information related to Disclosing Party's business, technology, products, customers, personnel or finances, that the other party (the "Receiving Party") has access to under this Addendum and that are not readily available to the general public (collectively, "Confidential Information"). As between Disclosing Party and Receiving Party, Confidential Information will remain the property of Disclosing Party. Receiving Party will preserve and protect all Disclosing Party Confidential Information and Receiving Party will not disclose the existence, source, or content of Confidential Information, except to its employees or contractors with a need to know and under obligation of confidentiality at least as stringent as under this Addendum.

- b. **Exceptions.** "Confidential Information" will not include information that (a) is already known to Receiving Party, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of Receiving Party; (c) is received by Receiving Party from a third party without any restriction or confidentiality; (d) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; or (e) is disclosed to third parties by Disclosing Party without any obligation of confidentiality.
- c. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the 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.

## 12. Disclaimers .

- a. **" As Is " Basis .** EXCEPT AS OTHERWISE SET FORTH HEREIN, YOU EXPRESSLY AGREE THAT THE USE OF ZillionInfo IS AT YOUR SOLE RISK. THE SERVICES, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- b. **No warranties .** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ZillionInfo DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZillionInfo OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- c. **Service Quality .** ZillionInfo DOES NOT WARRANT THAT THE SERVICES, INCLUDING ANY SOFTWARE, MAPS, OR CONTENT OFFERED ON OR THROUGH THE SERVICES OR ANY THIRD-PARTY SITES REFERRED TO ON OR BY ZillionInfo WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- d. **Accuracy .** ZillionInfo DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS FROM THE USE OF THE SERVICES OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SERVICES, INCLUDING ANY MAPS RENDERED THEREBY, GEOCODING RESULTS OBTAINED OR DIRECTIONS GENERATED THEREFROM, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY,

OR OTHERWISE. THE CONTENT IS PROVIDED FOR PLANNING PURPOSES ONLY. YOU MAY FIND THAT CERTAIN EVENTS CAUSE THE CONTENT TO DIFFER FROM CURRENT CIRCUMSTANCES OBSERVABLE ON THE GROUND. PLEASE EXERCISE YOUR BEST JUDGEMENT WHEN USING ANY CONTENT AVAILABLE THROUGH ZillionInfo.

- e. **Harm to Your Computer System** . YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT THROUGH THE SERVICES OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

### 13. Limitation of Liability and Damages .

- a. **Limitation of Liability** . UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL ZillionInfo OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SERVICES, EVEN IF ZillionInfo OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **Limitation of Damages** . IN NO EVENT SHALL THE TOTAL LIABILITY OF ZillionInfo OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU PURSUANT TO THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTHS.
- c. **Jurisdiction** . CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED. ZillionInfo DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE SERVICES, AND WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM YOUR USE OF THE SERVICES.
- d. **Claim Period** . YOU AND ZillionInfo AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 14. Additional Terms .

- a. **Notice** . All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") (i) must be given to the individual who executed the Order Form on behalf of the Party receiving the Notice; (ii) must be made in writing and in English, and (iii) will be deemed given when delivered to such individual by hand or, after being sent using a method that provides for confirmation of delivery, upon receipt of such confirmation by the Party sending the Notice. If the individual who executed the Order Form on behalf of a Party is no longer available or willing to receive Notices, such Party shall promptly appoint another individual authorized to receive Notices under this Section 15(a).
- b. **Publicity**. We're proud that you are a part of the ZillionInfo community! You grant us a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a ZillionInfo customer in order to market or otherwise promote ZillionInfo.
- c. **Non-solicitation** . During the term of this Agreement and for a period of two (2) years after its expiration or termination, Customer will not, either directly or indirectly, solicit for employment any person employed by ZillionInfo.
- d. **Dispute Resolution; Arbitration** . In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in one of the following cities as mutually agreed between the parties: Madrid (Spain) or New York (United States of America). If the parties are unable to agree to one of these cities, then the arbitration shall proceed in New York, USA. All negotiations and arbitration proceedings pursuant to this Section 14(b) will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.
- e. **Governing Law; Jurisdiction** ; This Agreement will be governed by and construed in accordance with the applicable laws of the State of New York, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New York, New York, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York, New York, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, ZillionInfo may bring a claim for equitable relief in any court with proper jurisdiction.
- f. **Government Users** . The Services constitute a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software," as such terms are used in 48 C.F.R. 12.212, and is provided to the U.S. Government only as a commercial end item. Any technical data provided with ZillionInfo is commercial technical data as defined in

48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government users acquire only those rights set forth herein.

- g. **Waiver** . A provision of any of the terms in this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party
- h. **Severability** . If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- i. **Force Majeure** . Each party's failure in its obligation of performance hereunder (except payment obligations) shall be excused or delayed to the extent that such failure is caused by events beyond such party's reasonable control (an event of force majeure). Such events include, without limitation, casualties, natural disasters, terrorism, cyberattacks, acts of God, civil disturbance, labor disputes, strikes, riots, but expressly exclude market conditions and obligations to pay money. A party claiming the occurrence of such an event shall promptly notify the other party thereof.
- j. **Export Controls** . This Agreement is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the software and its use.
- k. **Cooperation with Law Enforcement** . You acknowledge that ZillionInfo will cooperate with valid law enforcement requests.
- l. **Survival** . The following Sections will survive expiration or termination of this Agreement: 1, 2, 3, 4, 7, 8, 12, 13, 14 and 15.
- m. **Relationship of the Parties** . Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- n. **Assignment** . This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement upon a Change in Control.
- o. **Entire Agreement** . This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- p. **Amendment** . This Agreement can only be modified in a writing signed by both Parties.
- q. **No Third Party Benefit** . The provisions of this Agreement are for the sole benefit of the Parties and confer no rights, benefits or claims upon any person or entity not a party hereto.

