

IQGEO SUBSCRIPTION GENERAL TERMS AND CONDITIONS

1. **Applicability.** These general terms and conditions (these “**Terms**”) are the only terms which govern the sale of the Subscription Services by IQGeo America Inc. (“**IQGeo**”) to the buyer (“**Customer**”) named on the accompanying order form (“**Order Form**”). These Terms prevail over any of Customer’s general terms and conditions of purchase, regardless of whether or when Customer has submitted its purchase order or such terms. Fulfilment of the Order Form does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. IQGeo and Customer may be referred to herein individually as a “**Party**” and collectively, the “**Parties**.”

2. Provision of the Subscription Services.

2.1. Subscription Services. Subject to Customer’s compliance with these Terms, IQGeo shall provide certain subscription services, as indicated on the Order Form, on either a hosted or installed basis, including as applicable: (i) the licensing of IQGeo’s proprietary OSPInsights software (“**Product(s)**”), (ii) the provision of Third Party Software or Third Party Data Services, (iii) the provision of support and maintenance services pursuant to Section 4 (“**Support Services**”), (iv) the Documentation, and (v) hosting services provided by IQGeo or a Third Party Provider on behalf of IQGeo pursuant to Section 5 (the “**Hosting Services**” and, collectively with subsections (i)-(iv), the “**Subscription Services**”) during the Subscription Term (as defined below). Whereby: “**Documentation**” means any materials and documentation provided or made available by IQGeo to Customer in connection with the Subscription Services; “**Third Party Data Services**” means data services supplied by a third party which may be required to use or optimize the relevant Product; and “**Third Party Software**” means a software product owned and licensed by a third party and which may be required to use or optimize the relevant Product.

2.2. Delivery of the Subscription Services. If IQGeo provides the Subscription Services on a hosted basis, IQGeo shall use commercially reasonable efforts to make the Subscription Services available to Customer for the duration of the Subscription Term, except during any reasonable periods of emergency or routine maintenance. If IQGeo provides the Subscription Services on an installed basis, IQGeo shall install the relevant Products at the location (e.g. install address, hardware or platform) specified by Customer and identified on the Order Form (“**Installation Location**”).

2.3. License.

2.3.1. License Grant. IQGeo hereby grants to Customer a limited, personal, non-exclusive, revocable, non-transferable, non-sublicenseable license and right, on a subscription basis, to: (i) if on a hosted basis, permit its authorized Representative(s) (subject to the maximum number of Named Users) (“**Users**”) to access and use (as a hosted service) the Subscription Services during the Subscription Term solely for the Permitted Purpose or (ii) if on an installed basis, install one copy of the Products at

the Installation Location and permit its Users to access and use (as an installed service) the Subscription Services during the Subscription Term solely for the Permitted Purpose. Customer shall at all times ensure full compliance by any Users with these Terms and Customer shall remain fully liable and assume all responsibility for use of the Subscription Services by its Users. Except for the license provided pursuant to this Section, Customer acknowledges these Terms do not grant Customer, and IQGeo expressly disclaims the grant of any license, interest or right to or under any Intellectual Property Rights (as defined below) of IQGeo, whether directly or indirectly, by implication or otherwise. Whereby: “**Named User**” means any User (including non-human operating devices if such device can access the Product) of a Product, regardless of whether the User is actively using the Product at any given time; “**Permitted Purpose**” means Customer’s use of the Subscription Services (or Professional Services, as applicable, as such term is defined below) only for Customer’s internal business purposes and in strict accordance with these Terms and the Documentation; and “**Representatives**” means the employees, consultants, agents or subcontractors of a Party.

2.3.2. Named Users and/or Operating Unit. The Subscription Services are licensed on a per Product basis and per Named User or by Operating Unit, as set forth in the Order Form. Customer shall not (and shall not permit its Users to) use the Subscription Services (or any part thereof) in excess of the Products or the number of Named Users or Operating Unit(s), as applicable, each case as set out in the Order Form. If IQGeo has any reason to believe or suspect that Customer or its Users are in violation of these Terms, IQGeo may request additional assurances of compliance from Customer, upon which Customer shall promptly initiate an investigation and provide a written certification of compliance within thirty (30) days, in a form reasonably acceptable to IQGeo. Whereby “**Operating Unit**” means a division, department or functional area within Customer’s organization that is responsible for a specific corporate activity.

2.4. Restrictions. Customer shall not (and shall not allow any person other than IQGeo or person authorized by IQGeo to): (i) pledge the Products as collateral or otherwise, and shall not permit the creation of any encumbrance, mortgage, charge, lien or security interest over or on the Products; (ii) use the Products to operate a managed service or service bureau, whether as standalone or bundled product, for the benefit of any other person; (iii) attempt to copy, modify, duplicate, translate, create derivative works from or transmit all or any part of the Products or Documentation in any form or media or by any means; (iv) attempt to reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Products or otherwise attempt to learn the source code, structure, designs, algorithms, or other items underlying the Product; (v) fix, repair, alter, amend, maintain or support the Products (or attempt to do the same); (vi) license, transfer, assign, distribute, time-share, display, disclose, or otherwise commercially exploit,

or otherwise make the Products and/or Documentation available to any third party except the Users; or (vii) modify or remove any copyright, trademark, patent or proprietary notices on the Products or the Documentation. Notwithstanding this foregoing, if IQGeo provides the Subscription Services on an installed basis, Customer shall be permitted to make a single back-up copy of the Products as may be necessary under applicable laws, provided that Customer does not use any back-up copy of the Products for live and/or operational use.

- 2.5. Suggested Improvements. Customer may provide comments or suggestions regarding, or proposed improvements to the Subscription Services ("**Suggested Improvements**"). IQGeo will be free to use, disclose, reproduce, license or otherwise distribute, and exploit Suggested Improvements as it sees fit, entirely without obligation to Customer or restriction of any kind on account of Intellectual Property Rights or otherwise, including the payment of any fees or royalties to Customer. All right, title and interest in and to the Suggested Improvements developed and/or implemented by IQGeo and all derivatives thereof and modifications and developments thereto (including all Intellectual Property Rights embodied therein or associated therewith) are and shall remain the exclusive property of IQGeo.

3. Third Party Data Services, Third Party Data Software and Third Party Hardware.

- 3.1. Third Party Data Services and Third Party Software. The Documentation sets forth the Third Party Data Services and/or Third Party Software which are (i) provided by IQGeo for use with the Subscription Services; and/or (ii) required to be provided by Customer for use with the Subscription Services. Customer acknowledges that Customer is solely responsible for purchasing such Third Party Software and/or Third Party Data Services not provided with the Subscription Services. To the extent IQGeo provides Third Party Data Services and/or Third Party Software, IQGeo is licensed to use such incorporated Third Party Data Services and/or Third Party Software in conjunction with the Product and, provided Customer's and its User's compliance with these Terms and the applicable Third Party Terms, IQGeo is permitted to extend such licenses to Customer and its Users. "**Third Party Terms**" means the terms and conditions (including any end user license agreement) which governs use of Third Party Data Services or Third Party Software. Any breach of the Third Party Terms by Customer shall constitute a material breach of these Terms. Customer's right to use the Third Party Software and/or Third Party Data Services provided by IQGeo shall cease if: (i) the underlying license or right terminates or expires or (ii) on termination or expiration of the applicable Order Form.
- 3.2. Third Party Hardware. Customer may need to separately purchase hardware, firmware or other technologies sold or provided by a third party that are required in order to utilize and/or optimize performance of the relevant Product ("**Third Party Hardware**" and, together with Third Party Data Services and Third Party Software, "**Third Party Products**").
- 3.3. No Warranty. IQGeo does not warrant any Third Party Products and IQGeo shall have no liability to Customer or

responsibility for the Third Party Products, including the quality or performance of the Third Party Products, any failure of the relevant third party owner or vendor to perform on its warranties or for the support of the Third Party Products. IQGeo will use commercially reasonable efforts to support Third Party Software as used in conjunction with the Product(s) and, to the extent legally permissible, will pass through to Customer all warranties from third parties. IQGeo shall have no liability for any failure in performance of or defect in the Subscription Services or any Claims (as defined below) arising therefrom, due to Customer's failure to separately purchase such Third Party Products. IQGeo does not warrant that the Product will work in combination with any Third Party Product, other than those provided with the Product or as identified pursuant to the Documentation.

4. **Support Services**. Subject to these Terms, IQGeo will provide the Support Services in accordance with Schedule 1, during the Subscription Term. IQGeo will use commercially reasonable efforts to provide Support Services for any particular Product *version* for up to eighteen (18) months after such *version* release date; provided that, IQGeo may terminate the Subscription Term if IQGeo discontinues Support Services and IQGeo shall refund to Customer the prorated amount of any prepaid Subscription Fees.

5. **Hosting Services**. If the Subscription Services are being provided on a hosted basis, IQGeo or a third party on IQGeo's behalf will provide Hosting Services to enable Customer to access and use the Subscription Services, in accordance with Schedule 2, during the Subscription Term. IQGeo reserves the right to suspend the Hosting Services without further notice where IQGeo considers such suspension is reasonably necessary. IQGeo shall act reasonably and in good faith when exercising its right of suspension and IQGeo will use all commercially reasonable efforts to give Customer as much notice of the suspension as is practicable, the reasons for the suspension and the likely period of suspension. Suspension of Hosting Services shall not affect Customer's liability to pay any Subscription Fees and other amounts due to IQGeo under the Order Form, unless the suspension is due to the IQGeo's uncured default or unless the suspension lasts in excess of five (5) business days and impedes Customer's ability to use the Product. Customer acknowledges that it shall be responsible for: (i) procuring and maintaining its network connections and telecommunications links from its systems to IQGeo's data centers and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links.

6. **Professional Services**. Customer may purchase professional services, including training services and services relating to the implementation, configuration installation, and/or integration of Subscription Services (including, where applicable, migration of Customer Content (as defined below)) ("**Professional Services**" and, together with the Subscription Services, the "**Services**"), as detailed in the Order Form and separate statement of work executed by the Parties setting forth the details of the Professional Services ("**Statement of Work**"). Any and all outputs and deliverables resulting or arising from or generated or created (whether by IQGeo or a Third Party Provider) when performing the Professional Services shall remain the sole and exclusive property of IQGeo and Customer shall have a limited right to use such outputs and deliverables only to the extent necessary to receive the commercial benefit of the Professional

Services and associated outputs and deliverables for the Permitted Purpose.

7. **Third Party Providers.** Customer acknowledges that IQGeo may engage Third Party Providers from time to time to provide any element of the Subscription Services and/or Professional Services on behalf of IQGeo; provided that, IQGeo shall remain responsible to Customer for the supply of the relevant Subscription Services and/or Professional Services in accordance with these Terms. To the extent there is a failure or issue in, or caused by, the Services provided by a Third Party Provider and Customer and/or Users suffer any losses, IQGeo shall use commercially reasonable efforts to recover such losses from the Third Party Provider. IQGeo's liability to Customer for all such losses shall be limited to the amount IQGeo is able to recover from the Third Party Provider and then apportioned in respect of the Customer's losses. "**Third Party Provider**" means a third party service provider used or engaged by IQGeo from time to time to provide the Subscription Services or Professional Services on behalf of IQGeo.

8. **Fees.**

- 8.1. Fees. Customer shall pay the fees for the Subscription Services, including license, support, and, if applicable, hosting charges ("**Subscription Fees**") and the fees for the Professional Services (together with Subscription Fees, the "**Fees**") as set forth in the Order Form. All Fees shall be exclusive of any sales or use tax, including VAT, HST, PST, and GST, as applicable, which shall be payable by Customer. The Fees are exclusive of travel, accommodation, per diem or other expenses incurred by IQGeo or its Representatives. Fees may be subject to change at the conclusion of the Initial Term (as defined below).

- 8.2. Payment of Fees. IQGeo shall invoice Customer for the Fees: (i) in respect of the Subscription Services, annually in advance; and (ii) in respect of Professional Services, on or after the applicable dates set out in the Statement of Work or, if no dates are specified, monthly in arrears. Customer shall pay the Fees no later than thirty (30) days after the date of the invoice; except for any amounts disputed by Customer in good faith, provided that, Customer notifies IQGeo of such dispute within ten (10) business days of the date of the invoice. All payments shall be made by ACH or electronic transfer of funds. If Customer fails to pay any in accordance with this Section, IQGeo shall be entitled to charge interest on the unpaid amount at a rate of 18% per annum above the HSBC Bank plc base rate and suspend provision of the Services until full payment of any undisputed amounts. Customer shall promptly notify IQGeo if its internal procedures require a purchase order for the processing of any payments and Customer will promptly submit the purchase order to IQGeo. Customer further acknowledges and agrees that Customer's failure to submit a purchase order to IQGeo does not affect Customer's payment obligations under these Terms.

- 8.3. Fees and Named Users. To the extent that IQGeo has licensed to Customer any Product on a per-Named-User basis and in the event Customer's use of the Product exceeds the licensed number of Named Users, Customer shall promptly notify IQGeo of such excess use and IQGeo shall invoice Customer for the Subscription Fees associated with such excessive use. Notwithstanding the

foregoing, nothing in this Section shall limit IQGeo's right to recover damages for any breach of these Terms or any of IQGeo's other rights hereunder. IQGeo will not provide any reduction, discount, rebate or refund in the event that Customer reduces the number of Named Users during the Subscription Term.

9. **Customer Obligations.** Customer shall: (i) provide IQGeo with all necessary cooperation in relation to IQGeo's provision of the Services, including all necessary access to information, Customer Content, Customer IT Systems or other hosting or testing environments, as may be reasonably required by IQGeo; (ii) comply with all applicable laws and regulations; (iii) ensure that the Users act in accordance with these Terms; (iv) have sole responsibility for: (A) the legality, reliability, integrity, accuracy and quality of, and all necessary consents in respect of, the Customer Content and (B) backup and restoration of Customer IT Systems and Customer Content relating to the Subscription Services, save to the extent IQGeo is responsible for providing backup and restoration services as part of the Hosting Services. Whereby: "**Customer Content**" means all information, data, materials, and content of any kind, furnished or made available to IQGeo by Customer, and/or stored in or entered into the Products by or on behalf of the Customer, its Users and/or end users while using the Subscription Services and "**Customer IT Systems**" means Customer's computing environment (including hardware, software and/or telecommunications networks or equipment) used by Customer in connection with the receipt and/or use of the Services which is owned, licensed or otherwise controlled by Customer.

10. **Compliance with Export Law.** Customer understands and recognizes that the Products, Documentation and any other technical information made available to it hereunder may be subject to the export administration regulations of Canada, the European Union, United Kingdom, United States Department of Commerce and other United States government regulations related to the export of technical data and equipment and products. Customer acknowledges and agrees Customer is responsible for its compliance with all such regulations. Customer's breach of this Section shall constitute a material breach of these Terms.

11. **Warranties; Disclaimer of Warranties.**

- 11.1. Product. IQGeo warrants that each Product delivered thereto will substantially conform, in all material respects, to the Documentation for a period of ninety (90) days after the Product is delivered to Customer ("**Warranty Period**"). Customer shall notify IQGeo in writing (a "**Warranty Notice**") within the Warranty Period in the event of any defect in the relevant Product which prevents the Product from complying with this Section and (provided that, such a defect does not result from Customer's or a User's misuse or unauthorized use of the Product) IQGeo shall (at its sole option) either take reasonable steps to remedy the defect or replace the Product within ninety (90) days of the Warranty Notice.

- 11.2. Professional Services; PROFESSIONAL SERVICES DISCLAIMER. IQGeo warrants that: (i) the Professional Services will be provided with reasonable care and skill, and materially in accordance with the applicable Schedules and Statements of Work and in accordance with good industry practice; (ii) IQGeo will utilize appropriately experienced, qualified and trained personnel in performance of the Services; and (iii) IQGeo has and will

maintain all necessary rights, licenses, consents, and permissions necessary for the performance of its obligations under these Terms. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE OPINIONS, ADVICE, AND RECOMMENDATIONS OF IQGEO DURING THE PERFORMANCE OF PROFESSIONAL SERVICES OR ANY OTHER SERVICES DO NOT CONSTITUTE ANY REPRESENTATION, WARRANTY, OR GUARANTEE ABOUT THE SUBSCRIPTION SERVICES, OR ABOUT CUSTOMER'S ABILITY TO USE THE SUBSCRIPTION SERVICES. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR THE SCOPE, GOALS AND OVERALL DIRECTION OF ITS USE OF THE SUBSCRIPTION SERVICES, AS WELL AS THE IMPLEMENTATION OF ANY COURSE OF ACTION BASED ON ITS USE OF SUCH SUBSCRIPTION SERVICES.

11.3. DISCLAIMER OF WARRANTIES. Except as expressly and specifically provided in these Terms, Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. IQGeo shall have no liability for any damage or loss caused by errors or omissions in any information, instructions or scripts provided to IQGeo by Customer in connection with the Subscription Services or any actions taken by IQGeo at the direction of Customer. WITH THE EXCEPTION OF ANY WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION, IQGEO HEREBY DISCLAIMS, TO THE EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THESE TERMS, THE SERVICES, AND ANY OTHER GOODS SUPPLIED OR SERVICES PERFORMED UNDER THE ORDER FORM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERMS AS TO MERCHANTABILITY OR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, IQGEO DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES (OR CUSTOMER'S USE THEREOF) WILL BE FREE FROM ERRORS OR THAT USE WILL BE UNINTERRUPTED OR THAT ANY SPECIFIC RESULTS WILL BE OBTAINED.

12. **Limitation of Liability.** This Section 12 sets out the entire liability of IQGeo (including any liability for the acts or omissions of its affiliates or Representatives) to Customer in respect of: (i) any breach of these Terms; (ii) any use made by Customer of the Services; and (iii) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

12.1. TOTAL LIABILITY. THE TOTAL LIABILITY OF IQGEO AND ITS AFFILIATES AND REPRESENTATIVES IN RELATION TO OR IN CONNECTION WITH ALL CLAIMS BY OR ON BEHALF OF CUSTOMER OF ANY KIND, WHETHER IN CONTRACT, UNDER THE WARRANTIES, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE SUBSCRIPTION SERVICE FEES ACTUALLY PAID BY CUSTOMER TO IQGEO

PURSUANT TO THE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH CLAIM.

12.2. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, OR CLAIMS OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUE), ARISING OUT OF OR RELATING TO THESE TERMS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. Exclusions to Limits. Nothing in these Terms shall have the effect of limiting or excluding either the Customer's or IQGeo's liability for: (i) death or injury caused by its wilful misconduct (or that of its Representatives); (ii) fraudulent misrepresentation or for any other fraudulent act or omission; (iii) in the case of Customer, Customer's liability to pay the Fees; (iv) the case of Customer, any infringement of IQGeo's Intellectual Property Rights or the licenses and/or rights granted by IQGeo pursuant to these Terms; or (v) any other liability which may not lawfully be excluded or limited.

13. Ownership of Intellectual Property.

13.1. Intellectual Property Rights. "Intellectual Property Rights" means all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, rights in trade names and business names, rights in logos, together with all of the goodwill associated therewith (collectively, "Marks"), (iii) copyrights and copyrightable works (including rights in computer software), mask works, rights in data and databases, (iv) rights in confidential information and trade secrets and know-how, and (v) all other intellectual property rights (in each case, whether or not any of these is registered and including applications for registration or right to apply for registration of any such thing) and all rights or forms of protection of a similar nature to any of those listed before which subsist anywhere in the world.

13.2. Ownership of the Services. The Subscription Services are licensed and not sold to Customer. All right, title and interest in and to: (i) the Subscription Services, Products, Documentation, Professional Services; (ii) all derivatives thereof or arising therefrom; (iii) all improvements, enhancements, modifications and developments thereto; and (iv) all deliverables or outputs resulting, arising or generated from Professional Services (including all Intellectual Property Rights therein or associated therewith) are and shall remain the exclusive property of IQGeo and/or its affiliates, and/or third party licensors, and these Terms in no way conveys any right or interest in the Subscription Services, Products, Documentation or Professional Services other than use in accordance with Section 2.3 and Section 6 of these Terms. Customer agrees not to take any action inconsistent with, or that would contest or impair the rights of IQGeo and/or its

licensors in or to the Subscription Services, Products, Documentation or Professional Services. Where Customer, acquires, by operation of law, title to Intellectual Property Rights that are inconsistent with the allocation of title set out in this Section, Customer hereby does and shall: (i) assign to IQGeo such Intellectual Property Rights and (ii) execute and deliver all such documents as may be necessary to perfect the assignment to enable IQGeo to enjoy the full benefits of ownership of the relevant Intellectual Property Rights. Further, the Marks identifying the Subscription Services are and shall remain the exclusive property of IQGeo, its affiliates or licensors.

- 13.3. Customer Owned Intellectual Property. All Customer Content that is hosted, stored or used by IQGeo in its performance under these Terms and all derivatives thereof belong to Customer and Customer shall retain all rights, title and interest therein (including all Intellectual Property Rights therein or associated therewith). Customer hereby grants to IQGeo a worldwide, non-exclusive license to access and use the materials, information or documentation provided by Customer and the Customer Content to the extent necessary to provide and improve the Services, including to identify, investigate, or resolve technical problems with the Services.

14. **Indemnification Obligations.** Each Party shall have the following indemnification obligations. “**Claim**” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

- 14.1. IQGeo’s Obligations. Subject to Section 14.2 below, IQGeo shall indemnify, defend and hold harmless Customer, from and against any Claims brought against Customer by a third party that the Product licensed by IQGeo to Customer under these Terms infringes the Intellectual Property Rights (subsisting in the United States of America or Canada as applicable) of that third party and (“**IP Claim**”), except to the extent where the infringement arises out of or in connection with: (i) Customer’s breach of these Terms; (ii) any Product which has been altered, modified, or revised by Customer or at the request or instruction of Customer (including by IQGeo); (iii) the configuration of the Product by IQGeo at the request or instruction of Customer and/or by anyone other than IQGeo; (iv) failure of Customer to implement any Product update or upgrade provided by IQGeo that would have prevented the IP Claim; (v) Third Party Software or Third Party Data Services; (vi) Customer’s use of the Product other than in accordance with the Documentation or other unauthorized use of the Product; (vii) use by Customer (after receiving notice from IQGeo) of an outdated version of the Product that is no longer updated or upgraded by IQGeo, whether or not Customer possesses a valid license to use the same; and (viii) use of the Product in combination with any equipment, products or third party software, where IQGeo has not consented to such use in writing. Customer shall: (a) immediately notify IQGeo in writing of any IP Claim and give full control of the IP Claim and any defense, settlement or compromise of the IP Claim to IQGeo; (b) not make any admission of liability, agreement or compromise in relation to the IP Claim or otherwise prejudice IQGeo’s defense of the IP Claim; and (c) on request of IQGeo, provide all assistance and take all necessary action as is reasonably necessary to assist IQGeo in its defense or settlement of the IP Claim. The

foregoing states Customer’s sole remedy and IQGeo’s exclusive liability in the event that Customer’s use of the Product infringes the Intellectual Property Rights of a third party.

In the event that any Product licensed to Customer becomes or, in IQGeo’s exclusive opinion, is likely to become, the subject of an IP Claim through no fault of Customer, IQGeo may at its option and own expense: (i) procure for Customer the right to continue to use the Product; (ii) make the Product non-infringing; (iii) terminate the license in relation to the Product and refund the Subscription Fees relating to that Product which have been pre-paid and which relate to the period after termination.

- 14.2. Customer’s Indemnification Obligations. In the event an IP Claim is based upon any Customer actions described in Section 14.1(i)-(viii), Customer shall indemnify, defend and hold harmless IQGeo and its affiliates against any Claim made or brought against IQGeo or its affiliates by a third party alleging that the Product, infringes or misappropriates the Intellectual Property Rights of such third party or violates applicable law, and shall indemnify IQGeo and its affiliates for all Claims suffered or incurred by IQGeo, and for reasonable legal costs incurred by IQGeo in connection with any such Claim; provided that, IQGeo: (i) gives Customer sole control of the defense and settlement of the claim, provided that, Customer shall not settle any such Claim unless the settlement unconditionally releases IQGeo of all liability and in no way hinders IQGeo’s ability to use, sell, and/or distribute the Product or is otherwise approved by IQGeo in writing (which IQGeo may grant or withhold in its absolute discretion and subject to such conditions as IQGeo may require) and (ii) provides Customer with all reasonable assistance, at Customer’s expense. Further, Customer shall indemnify, defend and hold harmless IQGeo and its affiliates against any and all Claims related to or arising out of or related to Customer’s: (a) improper use of the Subscription Services, including any non-compliance of these Terms by its Users; (b) Customer Content; and (c) breach or alleged breach of any obligation under these Terms.

15. **Personal Data.** To the extent that Customer uses the Subscription Services to collect or otherwise process information relating to an identified or identifiable natural person (“**Personal Data**”), including but not limited to, its Representatives and Users, Customer is solely responsible for and Customer undertakes to: (i) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data; (ii) ensure that it has (and shall maintain throughout the Subscription Term) all necessary consents or notices in place and/or it has and will continue to have a recognized legal basis or legitimate ground, to collect or otherwise process such Personal Data throughout the Subscription Term; and (iii) to the extent that any Customer Personal Data may be subject to EU Data Protection Law, notify IQGeo in writing prior to transferring such Personal Data to IQGeo and, to the extent that IQGeo is a processor or subprocessor (as those terms are defined in the EU Data Protection Law) of Personal Data subject to EU Data Protection Law, the Parties will negotiate in good faith the appropriate terms and conditions of such processing. “**EU Data Protection Law**” means EU General Data Protection Regulation 2016/679 and applicable Member State laws implementing or supplementing EU General Data Protection Regulation

2016/679, as amended, replaced or superseded from time to time. Customer acknowledges that IQGeo shall not be responsible for any loss or exposure of data, including Personal Data, collected and processed by Customer.

16. **Audit.** Customer agrees that, at all times during the Subscription Term, it shall maintain current, accurate and complete books and records relating to its usage of the Subscription Services, including its use of the Products licensed as part of the Subscription Services. Within ten (10) business days of IQGeo's prior written request, Customer shall permit IQGeo to examine, inspect, audit and review (and where relevant, take copies of), and shall provide reasonable access to, any relevant premises, equipment, servers, systems, personnel, books and records for the purpose of auditing Customer's and its Users use of Subscription Services.

17. **Confidentiality.**

17.1. **Definition.** "**Confidential Information**" means all confidential and proprietary information (whether in written, oral or electronic form) of the other Party, including but not limited to, trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, schematics, databases, business information, financial information, ideas, strategies, designs, products and product designs, sourcing information, unpublished information relating to the Intellectual Property Rights of either Party, and all communications between the Parties and other non-public information relating to the Parties' business.

17.2. **Confidentiality Obligations.** Each Party shall: (i) keep the other Party's Confidential Information confidential and take all reasonable care and steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its Representatives or otherwise in violation of these Terms (ii) not disclose the other Party's Confidential Information to any third party unless the disclosing Party consents in writing to the disclosure of such Confidential Information and the receiving Party requires that such third party enters into a confidentiality agreement on terms equivalent to those contained in this Section 17; and (iii) only use the other Party's Confidential Information disclosed to it only for the purposes of exercising or performing its rights and obligations under these Terms. Each Party may disclose the other Party's Confidential Information to its Representatives who "need to know," in order to perform their obligations pursuant to these Terms and/or to professional advisers for the purpose of obtaining professional advice, on the basis that it informs those Representatives of the confidential nature of the Confidential Information before it is disclosed and keeps a written record of those persons. Each Party shall be liable for the actions or omissions of its Representatives, in relation to the Confidential Information as if they were the actions or omissions of that Party. The Parties shall use all reasonable efforts in identifying and preventing any unauthorized use or disclosure of the other Party's Confidential Information. If a Party becomes aware or has reason to believe of a breach or intended breach of these Terms, it shall immediately advise the other Party and shall cooperate in seeking any appropriate remedy against any such action.

17.3. **Exceptions.** The obligations of confidentiality contained in this Section 17 shall not apply to any information to the extent which: (i) at the date of disclosure, is in the public domain or which subsequently enters the public domain other than by breach of this Section 17; (ii) is already known to the receiving Party prior to its disclosure by the disclosing Party, free of any obligation of confidentiality, as evidenced in writing; (iii) is obtained from a third party following execution of the Order Form, free from any obligation of confidentiality; or (iv) is independently developed by the receiving Party without any use of the other Party's Confidential Information; or (v) is required to be disclosed by law, provided that, the receiving Party shall, to the extent it is lawfully able, notify the disclosing Party of such required disclosure to afford the disclosing Party with reasonable opportunity to seek a protective order or other appropriate relief before the receiving Party's disclosure.

18. **Term and Termination.**

18.1. **Term.** These Terms are effective as of the date last signed by a Party on the Order Form ("**Effective Date**") and all rights, duties, obligations and responsibilities of the Parties shall commence on the Effective Date unless otherwise provided in these Terms. These Terms shall remain in force for the initial term indicated on the Order Form (the "**Initial Term**") and, thereafter automatically renew for consecutive one (1) year periods (each being a "**Renewal Term**" and together with the Initial Term, the "**Subscription Term**") unless otherwise provided in the applicable Order Form.

18.2. **Termination.**

18.2.1. An Order Form may be terminated by either Party upon at least ninety (90) days' prior written notice to the other Party, provided that, such termination shall only take effect on the day after the end of: (i) the Initial Term; or (ii) the applicable Renewal Term.

18.2.2. A Statement of Work for the provision Professional Services (and where no Subscription Services are indicated) shall terminate on the earlier of: (i) the date the Professional Services have been completed; or (ii) the termination of the Statement of Work in accordance with the termination provisions of this Section.

18.2.3. IQGeo may terminate an Order Form or Statement of Work immediately by serving written notice on Customer if Customer: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or dismissed within sixty (60) days after filing; (iii) has a receiver, trustee, custodian, or other similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or assets which is not withdrawn within sixty (60) days; (iv) is dissolved or liquidated or takes corporate action for such purpose; or (v) makes a general assignment for the benefit of creditors.

18.2.4. Either Party may terminate the Order Form or Statement of Work, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) materially breaches these

Terms and such material breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

18.3. Effects of Termination. Upon expiration or earlier termination of the Order Form for any reason: (i) IQGeo shall cease to provide the applicable Services; (ii) Customer shall cease to use the Subscription Services, Products, Documentation and/or Professional Services as applicable and all rights and licenses granted by IQGeo to Customer pursuant to these Terms shall cease; (iii) Customer shall pay to IQGeo all outstanding Fees due at the date of such termination within fifteen (15) days of the date of such termination; (iv) if earlier termination is caused by IQGeo's material breach and failure to cure, IQGeo shall refund to Customer the prorated amount of any prepaid Subscription Fees; (v) where the Subscription Services are provided on a hosted basis, IQGeo shall (subject to payment of IQGeo's relevant standard charges) provide Customer with access to Customer Content for a period (subject to applicable law) up to seven (7) days from the date of termination or expiration of the Order Form; and (vi) at IQGeo's request, Customer shall return or destroy (at IQGeo's option) all Products (including all copies), Documentation, IQGeo Confidential Information and all other documents and information which Customer has in its possession or control which are the property of, or which were provided by, IQGeo.

18.4. Survival. The termination of the Order Form shall not affect any obligations or rights of either Party which have accrued prior to termination and shall not affect any provision which is expressly or by implication provided to commence or continue after such termination. Without prejudice to the provision of this Section 18.4, the rights and duties created by Sections 11 (Warranties), 12 (Limitation of Liability), 13 (Ownership of Intellectual Property), 14 (Indemnification Obligations), 17 (Confidentiality), 18.3 (Effects of Termination), 19 (Equitable Relief) and 21 (Miscellaneous) shall survive termination.

19. **Equitable Relief**. The Parties acknowledge and agree that Customer's use or threatened use of the Services in a manner inconsistent with these Terms, or either Party's misuse or threatened misuse of Confidential Information will cause immediate irreparable harm to the other Party for which there is no adequate remedy of law. Accordingly, the Parties agree that the injured Party shall be entitled to immediate and permanent injunctive relief (without having to prove actual damages or post a bond) from a court of competent jurisdiction in the event of any such breach or violation, or threatened breach or violation.

20. **Force Majeure**. Neither Party will be liable or responsible to the other Party, or deemed to have defaulted or breached these Terms, for any failure or delay in performing their obligations under these Terms when and where to the extent the failure or delay is caused by an Event of Force Majeure, except for Customer's payment obligations to IQGeo. "**Event of Force Majeure**" means an event outside the reasonable control of either Party (without that Party's fault or negligence) including an Act of God, war, civil war, terrorist acts, lightning, fire or flood, epidemic or pandemic, excluding strikes or industrial action of the Party's own employees, agents or subcontractors, which directly causes either Party to be unable to comply with all or a material part of its obligations under these Terms.

21. Miscellaneous.

21.1. Publicity. During the Subscription Term, IQGeo may list Customer on IQGeo's website to indicate Customer's relationship with IQGeo as a current customer and refer to Customer's status as a current customer to prospective customers of IQGeo.

21.2. Notices. All notices shall be in writing and shall be sent to the address or email address of the recipient set out on the Order Form. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a notice is effective only (i) upon receipt of the receiving Party, and (ii) if the party giving the notice has complied with the requirements of this Section.

21.3. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of IQGeo. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms.

21.4. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.

21.5. Waiver. No delay or non-exercise of either Party in exercising any right or power pursuant to these Terms shall affect such right or power or be interpreted as a waiver of it. No single or partial exercise or non-exercise of any right or power shall in any circumstances affect any other or further exercise of the same right or power or the exercise of any other right or power.

21.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors.

21.7. Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

21.8. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

21.9. Governing Law; Venue. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Colorado, USA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States or the courts of the State of Colorado, USA, in each case, located in the City and County of Denver, Colorado, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21.10. Entire Agreement. These Terms, together with the Order Form, all Schedules, Exhibits, Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings and agreements. In the event of any conflict or inconsistency, these Terms (inclusive of its Schedules) shall have precedence over any terms and conditions set out in the Order Form or any Statement of Work.

SCHEDULE 1 SUPPORT SERVICES

IQGeo will provide the following Support Services during the Subscription Term according to the standard support levels described below.

Unless otherwise separately contracted with IQGeo, all post-installation system administration tasks, including software installation, upgrade installation, hardware diagnostics, replacement and reconfiguration, custom enhancements, and support of any installation specific functionality, is the responsibility of Customer.

The IQGeo Help Desk is open Monday through Friday (excluding public holidays) via web portal or email, between the hours of 8 AM and 5 PM Mountain Time.

(a) First-Level Support and Maintenance

- Help-Desk services to open and track support cases;
- Basic guidance for using the Product;
- Basic problem analysis and resolution;
- Use of problem-tracking tools for support case management;
- Provision of problem/case status; and
- Communication with expert second level support personnel when necessary.

(b) Second-Level Support and Maintenance

- Acceptance of qualified support cases reported by first-level support personnel;
- Expert guidance on Product installation, configuration, and trouble-shooting;
- Advanced problem analysis and resolution (second-level support personnel will engage directly with the end user as necessary);
- Verification of Product version compatibility with regard to evolving versions of the operating system; and
- Provision of workarounds to avoid known defects.

(c) Third-Level Support and Maintenance

- Acceptance of qualified support cases reported by second-level support personnel;
- Provision of patches and minor version releases;
- Adaptation of the Product to new or modified operating system versions; and
- Product technical documentation

SCHEDULE 2

HOSTING SERVICES

Where Subscription Services are provided on a hosted basis as indicated in a Statement of Work, IQGeo will provide a Hosting Environment to the Customer: for the purposes of the foregoing, "**Hosting Environment**" means the hosting facilities and environment managed and/or utilized by or for IQGeo to provide the Subscription Services to Customer, including all software, servers, hardware, networks, equipment, tools, and telecommunications facilities and technology installed and/or used within such environment.

IQGeo shall provide Hosting Services to the Customer, which shall include the provision, management, and support of and the access to IQGeo's Hosting Environment and hosted Subscription Services, the storing of Customer Content and/or any processing, compiling or utilizing any of the Subscription Services or Hosting Environment.

Hosting Services provides the necessary IT infrastructure to facilitate the hosting of Customer applications within IQGeo data centers. This includes IT computing, storage and networking resources to deliver to the defined SLA's. IQGeo will provide rack space and power services as defined from one of its ISO27001 certified secure data centers. Hosting Service errors and failures will be addressed in accordance with this Schedule 2.

Hosting includes management and maintenance the following within the Data Center:

- Rack space & power supply;
- Environmental system management & controls (temperature & humidity);
- Physical access and security controls;
- Switching, if required;
- Emergency control systems; fire suppression and flood systems;

IQGeo will notify the Customer in writing of any planned & emergency maintenance scheduled by the data center provider that will impact the delivery of Hosting Services to the Customer in a timely manner, or as agreed. [See this Schedule 2.]

CUSTOMER HOSTING RESPONSIBILITIES:

- To ensure that any Customer owned equipment housed in the IQGeo data center by, or on behalf of the Customer conforms to the necessary safety regulations and marked appropriately.
- In respect of Customer owned equipment housed in the IQGeo data centers for the duration of the relevant Agreement that appropriate insurance policies with a reputable insurer are in place and that proof of insurance can be provided upon reasonable request.
- To ensure that all reasonable assistance and co-operation is provided in supporting IQGeo's provision of the Hosting Services, including all information that may reasonably be required.
- To be compliant with the data center security policy for access and all reasonable instructions and directions. IQGeo reserves the right to deny access to, or require the removal of, anyone whose conduct threatens the security of the data center, the equipment of Customer, or who otherwise fails to comply with the appropriate procedures.

At all times the hosted servers of IQGeo IT Systems must have adequate resources including memory, processor and disk which shall be reviewed jointly by the Customer and IQGeo at least quarterly. It is incumbent upon IQGeo to add resources where necessary to ensure reliability and continuity of such servers and the Hosting Services. When it does, the Customer accepts that IQGeo will charge for these additional resources according to its standard rates and invoice the Customer immediately these resources are added. In relation to disk, all servers must have no more than 80% utilized and 20% available. Disk will be added in minimum amounts of 500 GB at a time.

Baldwin County Commission

Sign: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

E-mail: _____

IQGeo America

Sign: _____
Print Name: _____
Title: _____
Date: _____
Notices:
1670 Broadway Suite 2215
Denver, CO 80202-4814
E-mail: _____