

ENTERPRISE MASTER LICENSE AGREEMENT

This Agreement may be made effective by the execution of the parties at the end of this Agreement or by agreeing to the Terms and Conditions in an Order Form.

1. Key Definitions. “You,” “your” and “Customer” refers to the individual or entity that has agreed to be bound by this Agreement and ordered Services from CalTopo LLC (“CalTopo”) by executing this Agreement through an Order Form referring to this Agreement. “Law” refers to any applicable statute, regulation, rule, ordinance or ruling by a federal, state or local government. “Onboarding” means consultation and training offered by CalTopo as set forth in an applicable Order Form. “Order Form” refers to a form issued by CalTopo containing the terms of payment and specifications of the SaaS Service provided under this Agreement detailing fees, deliverables and agreeing to be bound by other related terms, including these Agreement terms, agreed to by both Customer and CalTopo. An Order Form shall be issued pursuant to the terms and conditions of this Agreement, shall require that the Customer agree to be bound by the terms of this Agreement, and shall be executed by CalTopo and Customer. The term “Service” refers to the CalTopo Software-as-a-SaaS offering access to maps, tiles and visual geographic information resources subscriptions that are only ordered by Customer under an Order Form and made available online by CalTopo, including associated offline components, as described in the Documentation, and which must be accompanied by an Order Form executed by CalTopo and Customer. “Software” means the desktop version of the Services that are specifically ordered via an Order Form executed by CalTopo and Customer. “User” means an individual who is authorized by Customer to use a SaaS Service on Customer’s behalf, and to whom Customer (or CalTopo at Customer’s request) has supplied a user identification and password or has otherwise agreed to be linked to Customer’s account. Users may include, for example, Customer employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. Applicability. This Agreement is valid for the Order Form which this Agreement accompanies and any other orders issued pursuant to the terms of this Agreement and which incorporates such terms by reference. Customer and Customer Affiliates may use the Services for their internal business operations provided that i) the Customer Affiliate enters into a written Agreement or Order Form agreeing to be bound by the terms of this Agreement and ii) Customer remains liable for the acts and omissions of all such Customer Affiliates.

3. Incorporated Terms.

3.1 CalTopo’s. The “Limitation on Commercial Use” “Use and Conduct Restrictions” “User Content,” “Access to our Mobile Applications” and Digital Millennium Copyright Act takedown policy, located within the CalTopo Terms of Use (<https://caltopo.com/about/terms-of-use/>), shall be applicable to and is incorporated by reference into this Agreement. Customer also agrees not to reverse engineer, decompile or build competing products or services from the Services.

4. Payments.

4.1 Payment. In consideration of the Services to be rendered pursuant and/or Software licensed pursuant to this Agreement and Order Form, Fees shall be paid as set forth in each applicable Order Form. Unless otherwise agreed by the parties, payment for SaaS Services and Onboarding shall be due thirty (30) days from the date or dates set forth in the applicable Order Form or, if applicable, the date of issuance of the invoice issued therefrom. Customer is responsible for providing complete and accurate billing and contact information to CalTopo and notifying CalTopo promptly of any changes to such information. At CalTopo’s option in its sole discretion, CalTopo may choose to accept payment through a system with a valid purchase order or alternative document reasonably acceptable to CalTopo. In such case, CalTopo will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Fees for SaaS Services are based on Services and/or Software licensed based on CalTopo’s standard pricing and not actual usage.

4.2. Obligations regarding billing information and tiers. You agree to promptly notify CalTopo of any changes in billing information or if you qualify to move up tier levels. CalTopo has the right to audit use of the Services to confirm use and size conform to the Order Form and Service tier subscribed to.

4.3. No Refunds. To the extent any refunds are permitted under this Agreement, refunds are limited to a prorated amount based upon the time remaining in the subscription period as of the date of termination. Remaining time is calculated from that date and will be rounded to the next full month. Except as expressly provided in this Agreement, payment obligations

are non-cancelable and fees paid are non-refundable and Services or Software licenses purchased cannot be decreased during the relevant subscription term and refunds will not be given for decreases in tier levels, but Fees may be increased if your eligibility increases to the next tier.

4.4. Taxes. Customer agrees to pay any sales, value-added or other similar taxes imposed by applicable law that CalTopo must pay based on the SaaS Services or Onboarding Services ordered, except for taxes based on CalTopo's income or taxes for employment of its employees. If CalTopo has the legal obligation to pay or collect Taxes for which Customer are responsible under this Section 4.4, CalTopo will invoice Customer and Customer will pay that amount unless Customer provides CalTopo with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees that it has not relied on the future availability of any Services or Software features or updates in entering into the payment obligations in an Order Form.

4.5 Late Payment. If any undisputed invoiced amount is not received by CalTopo by the due date, then without limiting CalTopo rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) CalTopo may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the Master Agreement and/or (c) may, without limiting CalTopo other rights and remedies, accelerate Customer unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend CalTopo services to Customer, until such amounts are paid in full. CalTopo will give Customer at least 10 days' prior notice before suspending SaaS Services to Customer.

5. Intellectual Property and Licensing

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CalTopo and CalTopo licensors reserve and retain all of their right, title and interest in and to the Services and Software, but not limited to, the maps, tiles and other geographic visual data provided by CalTopo and its licensors. Other products and company names that are mentioned on the Site may be trademarks of their respective owners CalTopo/their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2. License for Services. If you are purchasing the Services through an Order Form, upon CalTopo's acceptance of the Order Form and for the duration of the period set forth in the Order Form, CalTopo grants to Customer a worldwide, limited-term, revocable license to CalTopo's applicable intellectual property rights and licenses, to use the Services licensed to Customer pursuant to Order Forms and the Agreement.

5.3 License to the Software. If you are purchasing a license to the Software through an Order Form, upon CalTopo's acceptance of the Order Form and for the duration of the period set forth in the Order Form, CalTopo grants you a worldwide, limited-term, revocable license to install the number of copies on shared computers set forth in the applicable Order Form, and up to three mobile devices per User. Copies of the Software may not be transferred to other devices or storage except for a single backup copy.

5.4. License by Customer to Host Customer Data and Applications. Any material you share or post to the Site or Services, shall be referred to as "User Content," namely any media (including, but not limited to, text, text formatting, images, audio, or video) that is created, originated, edited, modified, uploaded or shared by Users (including you) in any way and in any form using the Site or Services, whether or not shared publicly or privately, including any data you add to your maps, tiles and visual geographic information resources stored from on our site or added the Service by you. You retain all rights to User Content. However, subject to our obligations in the Privacy Policy, by creating and/or sharing any User Content via the Services or Software, you expressly grant, and you represent and warrant that you have a right to grant, to CalTopo a royalty-free, sublicensable, transferable, perpetual, revocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of your CalTopo User Content, comments and all other such User Content as well as your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services or Software.

5.5. License by Customer to Use Feedback. Customer grants to CalTopo and CalTopo Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SaaS Service or Onboarding any suggestion, enhancement

request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Services or Software.

6. Service and Software Changes

6.1. Changes to Privacy Policy and Use Restrictions. CalTopo reserves the right to change, CalTopo Privacy Policy (<https://caltopo.com/about/help/privacy-policy/>), its Documentation, and its Terms of Use (<https://caltopo.com/about/terms-of-use/>) at any time. CalTopo will provide reasonable written notice to Customer of any material changes to the Privacy Policy and Terms of Use. Notwithstanding the foregoing, it is the responsibility of Customer to periodically check the aforementioned documents to keep up to date on any changes to their terms.

6.2. Limitations on access and Changes to Functionality. CalTopo reserves the right to reduce, limit or throttle the number of Users, amount of data, access or throughput in connection with Services in order to protect the stability and security of the Services as long as i) CalTopo notifies Customer so they may work together to address the issue. CalTopo reserves the right, in its sole discretion to alter or delete any functionality contained the Services or Software at any time. In the event such changes materially reduces a core function of Service (“Critical Changes”), then Customer shall notify CalTopo of such concern so that the parties can work together in good faith to address those concerns, if such Critical Change cannot be addressed to the reasonable satisfaction of both parties within thirty (30) days, then Customer may terminate the Agreement and any Order Forms.

7. Customer Obligations

7.1 Terms of Use. Customer shall comply with the “Applicability and “Limitation on Commercial Use” “Use and Conduct Restrictions” “User Content,” “Access to our Mobile Applications” sections of the Terms of Use.

7.2 User Ages. Customer’s using the Software and Services shall ensure that no Users are under 16 years of age unless they have received written consent from their guardian or parent to use the Services or Software. Customer agrees to promptly share such consents with CalTopo, as well as any revocations of such consents.

7.3 Contact and Billing Information. Customer shall keep all billing and contact information supplied to CalTopo up to date and current at all times.

7.4 User Conduct. Customer agrees that it is liable for its Users’ use of the Software and Services including, but not limited to any breach thereof.

8. DATA PROTECTION

8.1 Protection of Data. CalTopo may make available services that allow account holders and Users to share certain types of “Personal Information”, as described in the CalTopo Privacy Policy, such as, but not limited to, email address, User ID, maps, tiles, routes and geolocation details, with their consent. Customer agrees that it will comply with applicable data protection laws with respect to any Personal Information it may transfer, process or use, including but not limited to the California Consumer Protection Act and the EU General Data Privacy Regulation and implementing regulations and statues. Customer agrees that will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information in its control or possession. Customer further agrees and certifies that it will not:

- i) sell Personal Information from any Users or other third parties that opt to share it with you through the Site, Service or Application, unless the they have received explicit notice from you and are provided an opportunity to exercise the right to opt-out.
- ii) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing the services specified in these the Terms of Use or other agreement with us, including retaining, using, or disclosing the personal information for a commercial purpose, or if such commercial purposes is permitted between CalTopo and you by contract for that purpose only.
- iii) retain, use, or disclose the Personal Information outside of the provision of the direct business relationship between the parties.

8.2 CalTopo Security. CalTopo will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information collected through the Services or Software. Those safeguards will include, but will not be limited to, reasonable measures for preventing access, use, modification or disclosure of Customer Data by CalTopo personnel except (a) to provide the purchased Services or Software and prevent or address service or technical problems, (b) as required by law, or as otherwise compelled by law in accordance with Section 9.3 (Compelled Disclosure) below or (c) as otherwise set forth in the Privacy Policy.

9.CONFIDENTIALITY

9.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential information shall include, without limitations, any (a) information, ideas or materials of a technical or creative nature, such as research and development results, designs and specifications, roadmaps, computer source and object code, patent applications, and other materials and concepts relating to CalTopo’s and Customer’s products, services, processes, technology or other intellectual property rights; (b) information, ideas or materials of a business nature, such as non-public financial information; information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees and salaries; product development plans; business and financial plans and forecasts; and marketing and sales plans and forecasts; (c) all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by CalTopo from Customer in the course of CalTopo’s rendering of SaaS Services or Onboarding to Customer, including, without limitation, records and any other materials pertaining to Work Product; and (d) the terms and conditions of this Agreement, including all Statements of Work. CalTopo and Customer Trade Secrets shall be considered Confidential Information. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 6.2 and that Customer notifies them of the confidential nature of the Confidential Information and has substantially similar protections in place as there are in Section 6 of this Agreement. “Affiliates” shall mean Customer or CalTopo as applicable, and their subsidiaries, parents, and companies co-owned by parents as well as their employees, contractors, officers, directors, agents, attorneys and accountants.

9.3. 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. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9.4. Injunctive Relief. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

10. Provision of SaaS Services and Service Levels.

10.1 SaaS Service Availability. Upon CalTopo acceptance of the Order Form and for the duration of the period set forth in the Order Form and solely with respect to SaaS Services provided in exchange for Fees, CalTopo will (a) make SaaS Services available to Customer pursuant to the Agreement, and the applicable Order Forms, (b) provide Our standard support for the purchased SaaS Services to Customer at no additional charge, and (c) use commercially reasonable efforts to make the purchased online SaaS Services available 99% of the time, 24 hours a day, 7 days a week calculated monthly, except for: (i) planned downtime (of which We shall give at least 4 hours electronic notice and which We shall schedule to the extent practical during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, but not limited to Force Majeure events, strikes or other labor problems (other than one involving Our employees), Internet service provider failure or delay, Non-CalTopo Application, or denial of service attacks. CalTopo will provide support via help@caltopo.com or the online help forum on the CalTopo website. CalTopo will make reasonable commercial efforts to respond within one business day. CalTopo offices are generally open during regular business hours, Monday to Friday (9am to 6pm) excluding official United States holidays.

10.2 CURE OF SERVICE AVAILABILITY BREACH. WITH RESPECT TO THE PROVISION OF PURCHASED SAAS SERVICES, IN THE EVENT OF THE BREACH OF SECTION 10.1. OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO, BREACH OF SERVICE LEVELS, SET FORTH IN SECTION 10, CALTOPO WILL REMIT A SERVICES FEE CREDIT TO CUSTOMER CALCULATED AT 10% PER INCIDENT PER MONTH, AND NOT TO EXCEED IN THE AGGREGATE, THIRTY PERCENT (30%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH ANY APPLICABLE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO CALTOPO, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT CUSTOMER'S EXCLUSIVE REMEDY, AND CALTOPO'S SOLE LIABILITY, FOR ALL BREACHES OF THIS SECTION 7.1. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT CALTOPO ISSUES SERVICE CREDITS FOR THREE CONSECUTIVE MONTHS OR FOUR TIMES OVER ANY SIX MONTH PERIOD, THEN CUSTOMER SHALL HAVE THE RIGHT TO TERMINATE THE AGREEMENT UPON NOTICE TO CALTOPO AND RECEIVE A PRO-RATA REFUND FOR UNUSED SERVICES.

11. Insurance. CalTopo will, at its own expense, obtain and maintain the following insurance:

(a) General Commercial Liability. Commercial General Liability, with coverage including, but not limited to, premises/operations, contractual, personal and advertising injury, and products/completed operations liabilities, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined. Customer shall be named as an additional insured, with the standard "separation of Insureds" provision or an endorsement for cross-liability coverage. The policy shall be endorsed with forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, to state that coverage is primary, and non-contributory with other available coverage. Except where prohibited by law, the insurance carrier shall waive all rights of subrogation that the insurer may have against Customer. CalTopo warrants that its subcontractors will maintain Commercial General Liability insurance, and CalTopo shall indemnify Customer for any loss, cost, liability, expense and damage suffered by Customer as a result of failure of its subcontractors to maintain such insurance. CalTopo further warrants that, if a subcontractor does not maintain Commercial General Liability insurance, CalTopo's Commercial General Liability insurance shall insure the subcontractor. Limits of liability requirements may be satisfied by a combination of Commercial General Liability and Umbrella Excess Liability policies.

(b) Workers' Compensation. If any persons are employed, or uninsured independent contractors are hired, by CalTopo at any time during the term of this Agreement, Workers' Compensation insurance to extent required by Law, including coverage for all costs, benefits, and liabilities under Workers' Compensation and similar laws which may accrue in favor of any person employed by CalTopo, for all states in which CalTopo will perform services for Customer, and Employer's Liability insurance with limits of liability of at least \$100,000 per accident or disease and \$500,000 aggregate by disease. Except where prohibited by law, the insurance carrier shall waive all rights of subrogation that the insurer may have against Customer and the Indemnified Parties. Such insurance shall contain an Alternate Employer Endorsement naming Customer as the alternate employer. CalTopo warrants that its subcontractors will maintain Workers' Compensation to the extent required by Law, and CalTopo shall indemnify Customer for any loss, cost, liability, expense and damage suffered by Customer as a result of failure of its subcontractors to maintain such insurance. CalTopo may self-insure Workers' Compensation only in states where the governing state bureau has issued to the CalTopo a qualified self-insurance license for Workers' Compensation.

(c) Professional Liability. Professional Liability or Errors & Omissions Insurance with limits of not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network risks (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in the performance of services for Customer or on behalf of

Customer hereunder. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the SaaS Services or Onboarding rendered or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement. Customer shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

(d) Policies. Insurance shall be purchased from companies having a rating of A- VII or better in the current Best's Insurance Reports published by A.M. Best Customer. Insurance policies shall not be cancelled or materially changed without at least 30 days prior written notice to Customer. Evidence of insurance shall be submitted at customer's request.

(e) Coverage. If CalTopo does not provide Customer with such evidence of insurance protection for Customer, Customer will so advise CalTopo, but Customer failure to do so is not a waiver of these insurance requirements. If CalTopo does not furnish evidence of acceptable coverage within 15 days, Customer shall have the right, in its sole discretion, to (i) withhold payments from CalTopo until evidence of adequate coverage is provided, or (ii) immediately terminate this Agreement.

(f) No Modification to Obligations. Failure to obtain and maintain required insurance or failure by Customer to notify CalTopo shall not relieve CalTopo of any obligation contained in this Agreement.

12. MUTUAL INDEMNIFICATION

12.1. Indemnification by CalTopo. CalTopo will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Service or Software in accordance with this Agreement and applicable Order Forms infringes or misappropriates such third party's United States copyright, trademark or patent (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement of, a Claim Against Customer, provided Customer (a) promptly gives CalTopo written notice of the Claim Against Customer, (b) gives CalTopo sole control of the defense and settlement of the Claim Against Customer (except that CalTopo may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) give CalTopo all reasonable assistance, at CalTopo's expense. If CalTopo receives information about an infringement or misappropriation claim related to a SaaS Service, CalTopo may in CalTopo's discretion and at no cost to Customer (i) modify the SaaS Service so that it no longer infringes or misappropriates such third party rights, (ii) obtain a license for Customer's continued use of that SaaS Service in accordance with this Agreement, or (iii) terminate Customer's obligations for that SaaS Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from v) use of SaaS Services in combination with third party services or systems; w) Customer content x) use of CalTopo SaaS Services with any third party product or service; y) Customer's breach of this Agreement or any Order Forms; or z) claims arising from the subsequent modification of CalTopo SaaS Services.

12.2. Indemnification by Customer. Customer will defend CalTopo against any claim, demand, suit or proceeding made or brought against CalTopo by a third party alleging that Customer Content, or Customer's use of any Service or Software in breach of this Agreement or any applicable Order Forms, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against CalTopo**"), and will indemnify CalTopo from any damages, attorney fees and costs finally awarded against CalTopo as a result of, or for any amounts paid by CalTopo under a court-approved settlement of, a Claim Against CalTopo, provided CalTopo (a) promptly give Customer written notice of the Claim Against CalTopo, (b) give Customer sole control of the defense and settlement of the Claim Against CalTopo (except that Customer may not settle any Claim Against CalTopo unless it unconditionally releases CalTopo of all liability), and (c) give Customer all reasonable assistance, at Customer's expense.

12.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 12.

13. LIMITATION OF LIABILITY

13.1. Limitation of Liability. IN NO EVENT, REGARDLESS OF FORUM FOR DISPUTE RESOLUTION, WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR (i) ANY LOST PROFITS,

REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY OR (ii) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CONTENTSTACK MAKES NO WARRANTY AND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY, INCLUDING WITHOUT LIMITATION CUSTOMER OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ANY CLAIM ARISING FROM CUSTOMER'S INDEMNITY OBLIGATIONS UNDER SECTION 12, OR A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN ANY OTHER FORUM WILL EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4. ANY CAUSE OF ACTION BY CUSTOMER ARISING FROM THE USE OF THE ANY SAAS SERVICE OR ONBOARDING, WHETHER SOLD DIRECTLY OR RESOLD, MUST BE BROUGHT AGAINST CONTENTSTACK ONLY, AND EXCEPT FOR THOSE RELATING TO INDEMNIFICATION OR ARISING FROM NON-PAYMENT OF FEES, MUST BE BROUGHT WITHIN TWO YEARS OF ITS OCCURRENCE.

13.2 Waiver of Class Action and Jury Trial. TO THE EXTENT PERMITTED BY. LAW, ANY CAUSE OF ACTION OR PROCEEDING UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE OR JOIN A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION, OR TO CONSOLIDATE THEIR PROCEEDING WITH OTHER PROCEEDINGS. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JUDGE OR JURY. AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL BE SEVERED AND THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE.

In the event any matter is permitted to be handled before a court, all parties to these terms and conditions waive their respective rights to a trial by jury.

14. TERM AND TERMINATION

14.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all Order Forms hereunder have expired or have been terminated. The Term of each Order Form is set forth in the Order Form, and may auto-renew for successive one (1) year periods with applicable noticed price increases, noticed to unless either party gives the other notice fifteen (15) days prior to commencement of the extended Term. Any price increases or increase in subscription levels shall be noticed on thirty (30) days prior notice to Customer.

14.2. Termination.

a. A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or immediately if such breach can not be cured within such time., or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

b. Notwithstanding the previous paragraph and without limitation of any other remedies, CalTopo may suspend or terminate any account or its CalTopo Services or Software, restrict or prohibit access or use of the Site or CalTopo Services or Software, remove or restrict content, and/or take any technical or legal steps necessary if CalTopo:

- Suspects a breach of these Terms;
- Breach of the "Limitation on Commercial Use," "Use and Conduct Restrictions" "User Content," or "Access to our Mobile Applications" sections of the Terms of Use.
- Is unable to verify or authenticate a User's information for that User;
- Believes that a User is acting inconsistently with the letter or spirit of CalTopo policies, has engaged in improper or fraudulent activity in connection with the Services or Software
- or that a user's actions may cause legal liability or financial loss to CalTopo users or to CalTopo;
- Believes a User is infringing the rights of third parties;
- A User paying for a service fails to pay any applicable fees due to CalTopo or If the credit or debit card associated with a transaction should be rejected for any reason;

- A User introduces a virus, worm, or any other form of malicious code into the Service or Software.

14.3 Effect of Termination. Upon termination or expiry of each Order Form or this Agreement, Customer will no longer have access and cease using the Services. If Customer is using the Software, upon Termination it shall promptly delete the Software from all devices, computers and backups CalTopo reserves the right to delete your User Content 30 days or more after cancellation of your account or subscription.

15. WARRANTY AND DISCLAIMER

15.1. CalTopo warrants and represents that the SaaS Services shall not infringe upon any U.S. Patent, copyright or trade secret.

15.2. The party executing this Agreement on behalf of Customer warrants and represents that they are authorized to enter into this Agreement and bind Customer.

15.3. Customer warrants and represents that i) its use of the Services and Software, as applicable, will comply with all Laws; ii) it will not use the Software or Services to infringe or violate any third party rights; iii) the billing contact and organizational size information provided by Customer in this Agreement is correct and up to date and Customer will promptly notify CalTopo of any changes; and iv) Customer has a right to grant, to CalTopo a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of Customer's User Content, comments and all other such User Content in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services or Software.

15.4. Disclaimers.

a. Use of Service at Customer's Own Risk. USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE MAPS AND DATA IS AT YOUR OWN RISK AND CALTOPO MAKES NO WARRANTIES REGARDING THE ACCURACY OR CURRENCY OF THE SERVICE, SOFTWARE OR ANY INFORMATION CONTAINED THEREIN, INCLUDING BUT NOT LIMITED TO MAPS AND DATA. Any maps, tiles or data is provided "as-is" without any warranty, express or implied, whatsoever, and is for informational purposes only. CalTopo is not responsible for nor can it guarantee the completeness, accuracy, security or suitability, reliability or accessibility based on or derived from the maps, tiles, data or visual geographic information presented.

b. Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW: CALTOPO DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CONTENTSTACK WILL CORRECT ALL SERVICE OR SOFTWARE ERRORS. CUSTOMER ACKNOWLEDGES THAT CALTOPO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE OR SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CALTOPO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THE SERVICE, SOFTWARE AND INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CALTOPO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THEIR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE.

16. GENERAL PROVISIONS

16.1. Surviving Provisions. The Sections titled "Applicability," "Incorporated Terms," "Payment," "Intellectual Property and Licensing" (except Sections 5.2 and 5.3) "Confidentiality," "Disclaimers," "Data Protection" "Mutual Indemnification," "Limitation of Liability," "Disclaimers" and "General Provisions" and any subsections thereof will survive any termination or expiration of this Agreement.

16.2. Notice. All notices to CalTopo shall be valid only if sent via pre-paid first class certified mail or overnight courier to CalTopo attn: Chief Operating Officer, CalTopo LLC 11925 Rio Vista Dr. Truckee CA 96161, via facsimile transmission with

proof of transmission or, for notices excluding notice of indemnification obligations, through email address or portal to a designated person approved in writing by CalTopo. CalTopo may give notice applicable to CalTopo SaaS Services customer base by means of a general notice on CalTopo portal for the SaaS Services, and notices specific to Customer by electronic mail to Customer e-mail address on record in CalTopo account information or by written communication sent by first class mail or pre-paid post to the most recent Customer address provided by Customer to CalTopo. Customer's current address shall be the address provided on the Order Form.

16.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law of the State of California, without reference to its conflicts of law principles, and consents to the exclusive jurisdiction of the of the State of California, the County of San Francisco and the Federal courts located within such jurisdiction. In the event that there are any changes in law that materially and adversely affect Company's ability to perform the SaaS Services or Onboarding Services under the Agreement and Order Form (a "Regulatory Change"), then the parties shall negotiate in good faith to amend the applicable Order Form in order to enable CalTopo to continue to render the required SaaS Services or Onboarding Services in accordance with the law as changed.

16.4 Export Compliance. The Services, Software, other technology CalTopo makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any SaaS Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

16.5. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of CalTopo employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify CalTopo Legal Department at help@caltopo.com

16.6. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Customer and CalTopo regarding Customer's use of Service and Software, supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Customer's purchase order or in any other of Customer's order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Privacy Policy, (2) applicable Order Form (3) the Master Agreement, (4) the Terms of Use, (4) the Documentation.

16.7. Assignment. Neither party may assign any of its rights or obligations hereunder in whole or in party, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in whole or in party, (including Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.8. Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever. Neither party shall have any obligation or duty to the other party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the parties hereunder. Customer shall not withhold or make payments or contributions therefor or obtain benefits for CalTopo or its employees, contractors or agents. CalTopo shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to CalTopo's performance of any services and receipt of fees under this Agreement.

16.8. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

16.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

16.10. Remedies Cumulative. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

16.11. UCITA and Third Party Contractors. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Customer understands that CalTopo business partners, including any third party firms retained by Customer to provide computer consulting services, are independent of CalTopo and are not CalTopo agents. CalTopo are not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as CalTopo subcontractor on an engagement ordered under this software as a service agreement.

16.12. Force Majeure. Neither of party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed SaaS Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for Software delivered or Services provided.

16.13. Publicity. Unless expressly set forth otherwise in an Order Form, CalTopo may, upon Customer's review and approval (which approval shall not be unreasonably withheld or delayed), reference Customer's name and trademark, as well as other information pertaining to the provision and results of the services provided, in case studies and other CalTopo marketing materials.

16.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties signing below have executed this Agreement, including all addenda, exhibits attached thereto, as of an Effective Date of ___/___/___ and agree to be bound to the terms thereof.

CALTOPO: CALTOPO LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____