

The following “User License Agreement” governs your use of the software and services provided by Maptraq, LLC (and its subsidiaries) (“Maptraq”). This is a legal agreement between you and Maptraq and incorporates the Privacy Policy at <http://www.maptraq.com/privacy.pdf> and the attached Exhibit A. By registering your use of the Service (as defined below), you are accepting to be bound to the terms of this User License Agreement.

## 1. Definitions

(a) “Administrator” shall mean a Subscriber (as defined in Section 1(l)) with authority to designate additional Authorized Users and/or Administrators.

(b) “Agreement” shall mean this entire User License Agreement and incorporates by reference the Privacy Policy located at <http://www.maptraq.com/privacy.pdf> and the attached Exhibit A.

(c) “Authorized User” shall mean the Subscriber a Registered Collaborator, or an individual or the partners, members, employees, temporary employees, and independent contractors of a Subscriber or a Registered Collaborator who have been added to the account as users.

(d) “Confidential Information” shall mean the Content (as defined in Section 1(e)) and any information, technical data, or know-how considered proprietary or confidential by either party to this Agreement including, but not limited to, either party’s research, services, inventions, processes, specifications, designs, drawings, diagrams, concepts, marketing, techniques, documentation, source code, customer information, personally identifiable information, pricing information, procedures, menu concepts, business and marketing plans or strategies, financial information, and business opportunities disclosed by either party before or after the Effective Date of this Agreement, either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to either party’s premises.

(e) “Content” shall mean any information, documents or photos you upload or post to the Service and any information, documents or photos provided by you to Maptraq in connection with the Service, including, without limitation, information about your Authorized Users or Registered Collaborators, as defined in Section 1(h).

(f) “Originating Subscriber” shall mean the Subscriber who initiated the Services offered by Maptraq and is assumed by Maptraq to have the sole authority to administer the subscription.

(g) “Receiving Authorized User” shall be as defined in Section 2.8.

(h) “Registered Collaborator” means a person who has been invited to use the collaborative features of the Service as a collaborator of an Authorized User but is not the Subscriber.

(i) “Service” shall mean any software or services provided by Maptraq.

(j) “Shared Content” shall be as defined in Section 2.8.

(k) “Sharing Authorized User” shall be as defined in Section 2.8.

(l) "Subscriber" shall refer to the purchaser of the Services provided by Maptraq and shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

(m) "Security Emergency" shall mean a violation by Subscriber of this Agreement that (a) could disrupt (i) Maptraq's provision of the Service; (ii) the business of other subscribers to the Service; or (iii) the network or servers used to provide the Service; or (b) provides unauthorized third party access to the Service.

## **2. Limited License & Use of the Service**

2.1 Subscriber is granted a non-exclusive, non-transferable, limited license to access and use the Service.

2.2 Maptraq does not review or pre-screen the contents of electronic data uploaded or posted to the Service ("Content") by Authorized Users and Maptraq claims no intellectual property rights with respect to the Content.

2.3 Authorized Users agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML, Cascading Style Sheet ("CSS") or any visual design elements without the express written permission from Maptraq.

2.4 Authorized Users agree not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, Maptraq, or any other software or service provided by Maptraq.

2.5 Authorized Users agree that they will not knowingly use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement.

2.6 Authorized Users agree that they will not knowingly use the Service to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.

2.7 Except for the non-exclusive license granted pursuant to this Agreement, Subscriber acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with Maptraq.

2.8 Authorized Users who configure the Service to share or make available certain Content (the "Sharing Authorized User") to other Authorized Users (the "Receiving Authorized User"), are deemed to acknowledge and agree that the Receiving Authorized Users will have access to and may use such Content ("Shared Content"). Maptraq is not responsible for the use and disclosure of the Shared Content. Sharing Authorized Users acknowledge that Shared Content will continue to be available to the Receiving Authorized User after the Sharing Authorized User terminates its subscription and use of the Services. Except as otherwise set forth in a written agreement between a Sharing Authorized User and a Receiving Authorized User (which agreement would be separate from this License and not involve

Maptraq), the Sharing Authorized User grants to the Receiving Authorized Users a non-exclusive, royalty free, non-terminable right to access and continue using such Shared Content.

2.9 Maptraq reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with or without notice, except that Maptraq shall provide Subscriber with 30-days notice of any modification that materially reduces the functionality of the Service. Continued use of the Service following any modification constitutes Subscriber's acceptance of the modification.

2.10 Maptraq reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than two business days notice prior to any such suspension. Such notice shall be provided to you in advance through by way of notification within the Service, email or other notification method deemed appropriate by Maptraq. Further, Maptraq shall endeavor to confine planned operational suspensions with a best effort to minimize disruption to the Subscriber, but reserves the ability to temporarily suspend operations without notice at any time to complete necessary repairs. In the event of a temporary suspension, Maptraq will use the same notification methods listed in this section to provide updates as to the nature and duration of any temporary suspension.

2.11 Maptraq stores all Content on redundant storage servers. The Subscriber may elect to, at a regular interval, replicate all Content associated with the subscription (including Shared Content it has the right to use as a Receiving Authorized User) to a third party storage service ("Escrow Agent"). The replicated Content ("Escrowed Data") will be held under the terms of a separate agreement exclusively between the Subscriber and the Escrow Agent ("Escrow Agreement"). The Subscriber may also elect to replicate all Content associated with the subscription on its own storage device.

2.12 Each Subscriber and Registered Collaborator grants to Maptraq a non-exclusive, royalty free right during Subscriber's use of the Service (and with respect to Shared Content, for so long as Subscriber or any Receiving Authorized User continues to use the Service), to use the Confidential Information for the sole purpose of performing Maptraq' obligations under the Agreement in accordance with the terms of the Agreement. Such rights shall include permission for Maptraq to generate and publish aggregate, anonymized reports on system usage and Content trends and type, provided they do not conflict with Section 4.1.

### **3. Access to the Service**

3.1 Subscriber is only permitted to access and use the Service if he/she is an Authorized User. Authorized Users are required to provide their full legal name, a valid email address, and any other information reasonably requested by the Service.

3.2 Each Authorized User will be provided with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.

3.3 The initial Administrator shall be the Originating Subscriber with authority to administer the subscription and designate additional Authorized Users and/or Administrators. Each subscription may designate multiple Authorized Users as Administrator. Any Administrator shall be deemed to have the authority to manage the subscription and any Authorized Users. The Administrator will deactivate an active Username if the Administrator wishes to terminate access to the Service for any Authorized User.

3.4 Administrators are responsible for all use of the Service by Authorized Users on the list of active Authorized Users associated with their subscription to the Service.

3.5 As between Maptraq and the Subscriber, any Content uploaded or posted to the Service remains the property of the Subscriber. Upon Cancellation or Termination of Service as discussed in Section 8 below, Maptraq shall only be responsible for the return of Content (including Shared Content for which Subscriber is entitled to use as a Receiving Authorized User) directly to the Administrator or a designated Authorized User in the event that the Administrator is unable to be reached. Maptraq is not responsible and shall be held harmless for delivery of Shared Content to Receiving Authorized Users upon Cancellation or Termination of Service by such Receiving Authorized User. As specified in Section 2.8 above, the Sharing Authorized User grants to the Receiving Authorized Users a non-exclusive, royalty free, non-terminable right to access and continue using Shared Content.

3.6 All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

3.7 Authorized Users are permitted to access and use the Service using an Application Program Interface ("API") subject to the following conditions:

(a) any use of the Service using an API, including use of an API through a third-party product that accesses and uses the Service, is governed by these Terms of Service;

(b) Maptraq shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Maptraq has been advised of the possibility of such damages), resulting from any use of an API or third-party products that access and use the Service via an API;

(c) Excessive use of the Service using an API may result in temporary or permanent suspension of access to the Service via an API. Maptraq, in its sole discretion, will determine excessive use of the Service via an API, and will make a reasonable attempt to warn the Authorized User prior to suspension; and

(d) Maptraq reserves the right at any time to modify or discontinue, temporarily or permanently, access and use of the Service via an API, with or without notice.

## **4. Confidentiality**

4.1 Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as otherwise permitted under this Agreement or necessary to use and benefit from the Service and perform its obligations under this Agreement.

4.2 Maptraq and any third party vendors and hosting partners it utilizes to provide the Service shall hold Content in strict confidence and shall not use or disclose Content except (a) as required to perform their obligations under this Agreement; (b) in compliance with this Agreement (including provisions applicable to Shared Content); or (c) as otherwise authorized by you in writing.

## **5. Security and Access**

5.1 Maptraq is responsible for providing a secure method of authentication and accessing its Service. Maptraq will provide mechanisms that:

(a) allow for user password management

(b) transmit passwords in a secure format

(c) protect passwords entered for purposes of gaining access to the Service by utilizing code that follows password management best practices.

5.2 Subscriber and Registered Collaborator will be responsible for protecting the security of usernames and passwords, or any other codes associated to the Service, and for the accuracy and adequacy of personal information provided to the Service.

5.3 Subscriber and Registered Collaborator will implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify Maptraq upon suspicion that a username and password has been lost, stolen, compromised, or misused.

5.4 At all times, Maptraq, and any third party vendors and hosting partners it utilizes to provide the Service, will:

(a) use information security best practices for transmitting and storing your Content, adhering to industry standards;

(b) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability and patch management;

(c) ensure its host facilities maintain industry standards for security and privacy; and

(d) within thirty (30) days of a request by Subscriber, provide Subscriber with a SSAE 16 (SOC2) audit report or industry standard successor report or a comparable description of its security measures.

5.5 Maptraq shall report to Subscriber, with all relevant details, any event that Maptraq reasonably believes represents unauthorized access to, disclosure of, use of, or damage to Content (a "Security Breach"). Maptraq shall make such report within 48 hours after learning of the Security Breach.

5.6 In the event of a Security Breach, Maptraq shall (a) cooperate with Subscriber to identify the cause of the breach and to identify any affected Content; (b) assist and cooperate with Subscriber in

investigating and preventing the recurrence of the Security Breach; (c) assist and cooperate with Subscriber in any litigation or investigation against third parties that Subscriber undertake to protect the security and integrity of Content; and (d) mitigate any harmful effect of the Security Breach.

## **6. Legal Compliance**

6.1 Maptraq maintains that its primary duty is to protect the Content to the extent the law allows and consistent with the terms of this Agreement. Maptraq reserves the right to provide the Confidential Information to third parties as required and permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter.

If Maptraq is required by law to make any disclosure of the Confidential Information that is prohibited or otherwise constrained by this Agreement, then Maptraq will provide Subscriber with prompt written notice (to the extent permitted by law) prior to such disclosure so that the Subscriber may seek a protective order or other appropriate relief. Subject to the foregoing sentence, Maptraq may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or otherwise legally required to disclose.

## **7. Managed Backup and Archiving**

7.1 Maptraq's managed backup services must be designed to facilitate restoration of Content to the server or device from which the Content originated in the event the primary data is lost or corrupted. Maptraq shall ensure recovery of lost or corrupted Content at no cost to you. Prior to any cancellation or termination of Service for any reason, Subscriber shall have at least ninety days to retrieve any and all Content including Shared Content is has the right to access and use as a Receiving Authorized User.

## **8. Payment, Refunds and Subscription Changes**

8.1 Subscribers with paid subscriptions will provide Maptraq with a valid credit card or ACH number for payment of the applicable subscription fees, the amount of which will be set forth in a separate agreement between Subscriber and Maptraq or a separate fee schedule. All subscription fees are exclusive of all federal, state, provincial, municipal or other taxes which Subscribers agree to pay based on where the Subscriber is primarily domiciled. In addition to any fees, the Subscriber may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

8.2 Subscribers will be charged for their first month on their first day of service, and will thereafter be charged 5 days in advance for each monthly period. All charges are final and non-refundable.

8.3 No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription, including, but not limited to, instances involving the removal of a Subscriber.

8.4 The amount charged on the next billing cycle will be automatically updated to reflect any changes to the subscription, including upgrades or downgrades. Subscription changes, including downgrades, may result in loss of access to Content, features, or an increase or reduction in the amount of available capacity for Content provided by the Service.

8.5 All prices are subject to change upon notice. Such notice may be provided by an e-mail message to the Administrator, or in the form of an announcement on the Service.

8.6 Subscriber is responsible for paying all taxes associated with the subscription to the Service. If Maptraq has the legal obligation to pay or collect taxes for which Subscriber is responsible under this section, the appropriate amount shall be invoiced to and paid by Subscriber, unless Subscriber provides Maptraq with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.7 Any and all payments by or on account of the compensation payable under this Agreement shall be made free and clear of and without deduction or withholding for any taxes. If the Subscriber is required to deduct or withhold any taxes from such payments, then the sum payable shall be increased as necessary so that, after making all required deductions or withholdings, Maptraq receives an amount equal to the sum it would have received had no such deduction or withholding been made.

## **9. Cancellation and Termination**

9.1 Administrators are solely responsible for canceling subscriptions. An Administrator may cancel their subscription by accessing the Service account termination feature. Cancellations must be submitted to [support@maptraq.com](mailto:support@maptraq.com) 30 days prior to the contract expiration date. Cancellations shall not be accepted by any other means.

9.2 Maptraq in its sole discretion has the right to suspend or discontinue providing the Service to any Subscriber without notice for actions that are (a) in material violation of this Agreement and (b) create a Security Emergency.

9.3 If (i) Authorized Users use the Service to materially violate this Agreement in a way that does not create a Security Emergency; (ii) Maptraq provides Subscriber with commercially reasonable notice of this violation; (iii) Maptraq uses commercially reasonable efforts to discuss and resolve the violation with Subscriber; and (iv) despite the foregoing, the violation is not resolved to Maptraq's reasonable satisfaction within thirty (30) days of such notice, then Maptraq reserves the right to suspend access to the Service.

9.4 As required by Section 7 above ("Managed Backup and Archiving"), upon cancellation or termination of a subscription, Content is made available to the Administrator or a designated Authorized User. Following a period of no less than ninety (90) days from the cancellation or termination of a subscription, all Content associated with such subscription (except for Shared Content that remains available to Receiving Authorized Users under this Agreement) may be irrevocably deleted from the Service. All Escrowed Data, if any, will continue to remain available for a period of at least six months

upon cancellation or termination of a subscription in accordance with the terms of the Escrow Agreement.

## **10. Limitation of Liability**

10.1 Except in the case of a violation by Maptraq of its obligations under Section 4 above (“Confidentiality”), Section 5 above (“Security and Access”), and Section 7 above (“Managed Backup and Archiving”), and except as provided in Section 12.2 below (“Indemnification”), Maptraq shall not be liable for and Subscriber waives the right to claim any loss, injury, claim, liability or damage of any kind resulting in any way from the Services provided to Subscriber by Maptraq.

10.2 SUBSCRIBER AGREES THAT THE LIABILITY OF MAPTRAQ ARISING OUT OF ANY CLAIM IN ANY WAY CONNECTED WITH THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICE PURSUANT TO THE AGREEMENT WITHIN THE SIX MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE. SUBSCRIBER FURTHER AGREES THAT MAPTRAQ IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT. THESE DISCLAIMERS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER MAPTRAQ HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THESE DISCLAIMERS ARE NOT APPLICABLE TO THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 12.2. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF DAMAGES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY MAPTRAQ TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE FROM AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

10.3 Subscriber will solely be responsible for any damage and/or loss of Content contained in Subscriber’s technology which occurs as a result of Subscriber’s electronic equipment and/or Subscriber’s computer system and/or human error by an Authorized User.

## **11. Disclaimer of Warranties**

11.1 MAPTRAQ HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY SERVICES PROVIDED BY MAPTRAQ. NOTHING IN THIS SECTION 11.1 SHALL MODIFY MAPTRAQ’S OBLIGATION TO INDEMNIFY SUBSCRIBER AS REQUIRED BY SECTION 12.2(A) OF THIS AGREEMENT (“INDEMNIFICATION”).

11.2 Maptraq makes no warranty that its services when provided to Subscriber in digital or electronic format will be compatible with Subscriber computer and/or other equipment, or that these Services will be secure or error free. Nor does Maptraq make any warranty as to any results that may be obtained



from the use of the Service. Nothing in this Section 11.2 shall modify Maptraq's obligations under Section 4 above ("Confidentiality") or Section 5 above ("Security and Access") or Maptraq's obligation to indemnify you as required by Section 12.2(b) of this Agreement ("Indemnification").

11.3 Maptraq hereby disclaims all warranties of any kind related to Subscriber's hardware or software beyond the warranties provided by the manufacturer of Subscriber's hardware or software.

## **12. Indemnification**

12.1 Subscriber hereby agrees to indemnify and hold harmless Maptraq from and against any claim, action, proceeding, loss, liability, judgment, obligation, penalty, damage, cost or expense, including attorneys' fees, which arise from or relate to the following:

- a. Authorized Users' breach of any obligation stated in this Agreement, and
- b. Authorized Users' negligent acts or omissions.

Maptraq will provide prompt notice to Subscriber of any indemnifiable event or loss. Subscriber will undertake, at Subscriber's own cost, the defense of any claim, suit or proceeding with counsel reasonably acceptable to Maptraq. Maptraq reserves the right to participate in the defense of the claim, suit, or proceeding, at Maptraq's expense, with counsel of Maptraq's choosing.

12.2 Maptraq shall defend, indemnify and hold Subscriber harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Subscriber by a third party

a. alleging that the Service, or use of the Service as contemplated hereunder, infringes a copyright, a U.S. patent issued as of the date of final execution of this Agreement, or a trademark of a third party or involves the misappropriation of any trade secret of a third party; provided, however, that Subscriber:

(a) promptly gives written notice of the Claim to Maptraq (provided, however, that the failure to so notify shall not relieve Maptraq of its indemnification obligations unless Maptraq can show that it was materially prejudiced by such delay and then only to the extent of such prejudice); (b) gives Maptraq sole control of the defense and settlement of the Claim (provided that Maptraq may not settle any Claim unless it unconditionally releases Subscriber of all liability); and (c) provides to Maptraq, at Maptraq's cost, all reasonable assistance. Maptraq shall not be required to indemnify Subscriber in the event of: (x) modification of the Service by Subscriber in conflict with Subscriber's obligations or as a result of any prohibited activity as set forth herein to the extent that the infringement or misappropriation would not have occurred but for such modification; (y) use of the Service in combination with any other product or service not provided by Maptraq to the extent that the infringement or misappropriation would not have occurred but for such use; or (z) use of the Service in a manner not otherwise contemplated by this Agreement to the extent that the infringement or misappropriation would not have occurred but for such use; or

b. arising out of or related to a violation by Maptraq of its obligations under Section 4 above (“Confidentiality”) or Section 5 above (“Security and Access”),

### **13. Miscellaneous**

13.1 Technical support and training are available to Authorized Users with active subscriptions, and is available by telephone, email or electronic support ticket, as defined at <http://maptraq.com/contact-us/> and in Exhibit A.

13.2 Subscriber acknowledges and agrees that Maptraq may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

13.3 Maptraq may provide the ability to integrate the Service with third party products and services that Subscriber may use at Subscriber’s option and risk. Access to and use of any third party products and services are subject to the separate terms and conditions required by the providers of the third party products and services. Subscriber agrees that Maptraq has no liability arising from Subscriber’s use of any integrations or arising from the third party products and services. Maptraq can modify or cancel the integrations at any time without notice. For purposes of calculating downtime pursuant to Exhibit A, calculation does not include the unavailability of any integration or any third party products or services.

13.4 Subscriber acknowledges the risk that information and the Content stored and transmitted electronically through the Service may be intercepted by third parties. Subscriber agrees to accept that risk and will not hold Maptraq liable for any loss, damage, or injury resulting from the interception of information. The Content is stored securely and encrypted. Only Maptraq, with strict business reasons, may access and transfer the Content and only to provide Subscriber and Receiving Authorized Users with the Service. Maptraq will make reasonable efforts to provide notice to Subscriber prior to such access and transfer. Maptraq’s actions will comply with its obligations under Sections 4 and 5 of this Agreement.

13.5 The failure of either party to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

13.6 This Agreement constitutes the entire agreement between Authorized Users and Maptraq and governs Authorized Users use of the Service, superseding any prior agreements between Authorized Users and Maptraq (including, but not limited to, any prior versions of this agreement).

13.7 Maptraq reserves the right to amend this Agreement. In the event of material changes to the Agreement, Maptraq will notify Subscribers, by email, or by other reasonable means of these changes prior to their enactment. Continued use of the Service by the Subscriber after reasonable notice will be considered acceptance of any new terms.

13.8 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be

unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

13.9 Governing Law and Venue. This Agreement and your relationship with Maptraq shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Utah, USA and shall be considered to have been made and accepted in the State of Utah, USA, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Utah in Washington County, Utah, and Subscribers consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and legal fees.

## **Exhibit A**

### **MAPTRAQ SERVICE LEVEL COMMITMENTS AND SUPPORT SERVICES**

Commencing on the date the Service to the Subscriber commences (the “Subscription Term”), Maptraq will provide Service Level Commitments (“SLC”) Credits (defined in Section 3 below) and Support Services in accordance with the SLC and Support Services Terms as defined herein. In the event of any conflict between the Agreement and the Service Level Commitment and Support Services Terms, the SLC and Support Services Terms will prevail. The SLC and Support Services incorporate the definitions set forth in Section 1 of the Clio User License Agreement.

#### **1. Exhibit Definitions**

“Subscriber Core Group” means Subscriber’s employees who have been trained on the Service and who are familiar with Subscriber’s business practices.

“Subscriber User Community” means all users who input, extract or view data in the Service, including all Registered Collaborators.

“Downtime” means any period, greater than ten minutes, within the Scheduled Available Time during which the Subscriber is unable to access or use the Service because of an Error (as defined below), excluding (i) any such period that occurs during any Scheduled Downtime and/or Recurring Downtime (as defined below), or (ii) document preview, search, FTP or sync functions of the Service.

“Error(s)” means the material failure of the Service to conform to its published functional specifications.

“Procedural Issues” means those issues that are to be addressed by Subscriber through adjustment of a specific business process to accomplish work in the Service.

“Recurring Downtime” means 4 hours per month on the third Saturday of the month from 12:00 A.M. to 4:00 A.M. PST.

“Request” means a modification to the Service outside of the scope of the functional specifications.

“Scheduled Available Time” means 24 hours a day, 7 days a week.

“Scheduled Downtime” means the time period identified by Maptraq in which it intends to perform any planned upgrades and/or maintenance on the Service or related systems and any overrun beyond the planned completion time.

“Uptime Percentage” means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes of Scheduled Available Time in such calendar month. Uptime Percentage will be calculated by Maptraq solely using records and tools available to Maptraq.

“User Administration Support” means issues that impact the usability of the Service and are addressable through the adjustment of Registered Collaborator’s access privileges, processes or procedures.

## **2. Scope of Service Level Commitments.**

Maptraq’s obligations do not extend to Errors or other issues caused by:

1. any modification of the Service made by any person other than Maptraq;
2. any third party hardware or software used by Subscriber or any Registered Collaborators except as otherwise provided in the then current Documentation;
3. the improper operation of the Service by Subscriber or Registered Collaborators;
4. the accidental or deliberate damage to, or intrusion or interference with the Service;
5. the use of the Service other than in accordance with any user Documentation or the reasonable instructions of Maptraq;
6. ongoing test or training instances of the Service provided to Subscriber; or
7. services, circumstances or events beyond the reasonable control of Maptraq, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by Subscriber, or any network beyond the demarcation or control of Maptraq.

## **3. Scheduled Downtime and Guaranteed Uptime**

Maptraq will use commercially reasonable efforts to provide at least 24 hours’ prior notice before undertaking any Scheduled Downtime. Commencing on the effective date of the applicable Subscription Term, in the event the Service experiences an Uptime Percentage of less than 99.9% in any calendar month, Maptraq will provide to Subscriber a credit (“SLC Credit”) equal to the credit percentage

identified in the table SLC Credits table below multiplied by the Subscriber's fees paid to Maptraq for the Service that are attributable to such month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). Subscriber will submit a written SLC Credit request to Maptraq in writing within 30 days of such Downtime. The SLC Credit is Subscriber's sole and exclusive remedy for any failure by Maptraq to meet any performance obligations pertaining to the Service, including, without limitation, any support obligations except as provided in the User License Agreement.

Maptraq reserves the right to temporarily suspend Subscriber's or a Registered Collaborator's access to the Clio Service as set out in the User License Agreement. Any such suspensions based on repairs, technical problems, outages or maintenance services will be subject to the Service Level Commitments.

#### **SLC Credits Table**

<u>Uptime Percentage</u>	<u>Credit Percentage</u>
Equal to or greater than 98% but less than 99.9%	10%
Less than 98%	25%

#### **4. Availability of SLC Credits**

Subscribers who are past due on any payments owed to Maptraq are not eligible to receive SLC Credits. Maptraq will issue SLC Credits, as determined in its sole discretion, either on future billing cycles or as a refund against annual fees paid. In order to receive any SLC Credit, Subscriber must notify Maptraq within 30 days from the time Subscriber becomes eligible to receive a SLC Credit. Failure to comply with this requirement will forfeit Subscriber's right to receive a SLC Credit. In no event will the total amount of SLC Credits if any, exceed the fees paid by Subscriber for the corresponding month.

#### **5. Support Services**

Maptraq will provide support services to assist Subscriber in resolving Errors ("Support Services"). Support Services do not include (a) physical installation or removal of the API and any Documentation; (b) visits to Subscriber's site; (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Service; (d) any work with any third party equipment, software or services; (e) any professional services ("Professional Services") associated with the Service, including, without limitation, any custom development, or data modeling.

Maptraq will provide email and/or phone support as specified at <http://maptraq.com/contact-us/>, excluding Maptraq corporate holidays and national U.S. holidays except where noted.