

GEORFORCE GLOBAL PURCHASE AGREEMENT

1. **Parties.** This Global Purchase Agreement (inclusive of any attached mutually signed schedules [including but not limited to any Approved Pricing Schedule and Agreed Professional Services Schedule]) and any Orders (as defined below) (altogether referred to herein as the "**Agreement**") is entered into effective as of _____, (the "**Effective Date**") by and between "**Purchaser**" (the entity signing this Agreement with Geoforce) on behalf of itself, its "**Affiliates**" (defined as any parent, subsidiary or other entity so long as each is under common or mutual control) and any entity that Purchaser represents and on behalf of which it purchases the Services as an authorized agent (collectively referred to herein as the "**Customer**" or "**Customer Group**") and Geoforce on behalf of itself, its Affiliates, and any of its applicable suppliers, licensors, and unrelated third party ("**Third Party**") vendors (including financing partners or referrals) (collectively referred to herein as "**Geoforce**"). Customer and Geoforce (as defined above) constitute the "**Parties**" and each group constitutes a "**Party**".

Any member of the Customer Group may request services on behalf of itself, its employees, agents and customers in the normal course of its business ("**Authorized Users**") hereunder and any Affiliate of Geoforce, Inc. ("**Supplier**") will supply the requested services subject to Geoforce's right to reject any Order for any reason in its sole discretion. Any member of the Customer Group that enters into its own agreement with Geoforce shall no longer be considered part of the Customer Group under this Agreement for Services beginning on that date.

2. Goods and Services.

A. Asset Visibility Service. Customer intends to utilize part or all of the Geoforce asset visibility service pursuant to this Agreement which consists of some or all of (purchased) Hardware, (licensed) Software, and recurring subscriptions to the Geoforce system. Customer may also request, from time to time, customized professional or field services. In the aggregate the Hardware, Software, subscriptions and professional and field services are referred to herein as the "**Service**". The terms of this Agreement apply to any purchases of the Service by Customer and shall stay in effect until termination of all Orders and Services. The Service combines web-based software and maps with GPS and/or other wireless devices to allow customers to locate, track, and manage assets within fixed facilities or around the world. Geoforce will provide Customer with access to the Service via the World Wide Web or, if desired, through connection to Customer's applications/systems so long as Customer is in good standing with Geoforce. The Service does not include monitoring of performance, verification that devices are reporting, or data feeds, all of which are Customer's responsibility.

B. Professional and Field Services / Agreed Professional Services Schedule. Geoforce may provide professional services, including some or all of the following: application/software customizations, project management, training and

services in the field to assist Customer with installation or deployment of Hardware ("**Field Services**"), as well as in onboarding users and optimizing the value of Geoforce's software and cloud services. These services ("**Professional Services**") are provided at Geoforce's discretion and at mutually agreed costs and are contingent upon any "dependencies" identified in appropriate Statements of Work and/or Express Customization work orders. Any initially agreed Professional Services shall be set forth in an attached and mutually signed "**Agreed Professional Services Schedule**". Field Services are contingent upon Customer's ability to provide: (a) access during established time frames to all Authorized User assets that will be affixed with Hardware, (b) assurance that all Authorized User assets that will be affixed with Hardware are in proper working condition, (c) suitable and safe work spaces for Geoforce personnel that are shielded from the elements (preferably indoors or under cover), and (d) suitable temporary storage for Hardware and accessories and equipment brought on site by Geoforce personnel. Customer acknowledges that: (i) Professional Services may include drilling, taping, welding, the use of chemical adhesives, or other methods that may have an adverse effect on Authorized Users' assets, (ii) Geoforce is not able to ascertain the effect the Professional Services may have on Authorized Users' assets, and (iii) Customer is responsible for providing direction to, and overseeing, Geoforce personnel at Authorized Users' site(s) to ensure there is no damage to Authorized Users' assets.

3. Order Terms

A. Orders. For every binding request for goods or services ("Order") there must be a document that specifies the "Purchaser" (the affiliated entity purchasing a particular set of goods/services), the Supplier (the Geoforce affiliate will be supplying the Order), the products and services purchased, the volume purchased and the applicable price for that Order (unless an "Approved Pricing Schedule" is attached to this Agreement.) Such "Order" is a condition precedent to a binding commitment and is defined to be a mutually signed writing setting forth all of the above information. It may take the form of any writing including but not limited to a PO, Order, Quotation, Express Customization form, proposal, or Statement of Work ("SOW"). However, any such Order shall be understood to be issued subject to the terms of this Global Purchase Agreement including but not limited to section 9 where it is agreed that the use of any form of Customer's shall be for ease of billing only and such forms shall not add to or change any agreed term herein. In the event that no Order exists on a customer provided document, but Geoforce proceeds to provide services hereunder, the controlling terms shall be those reflected on Geoforce letterhead and/or signed by an authorized representative of Geoforce.

B. Approved Pricing Schedule. Geoforce charges: (a) a one-time device activation and provisioning fee per

device, (b) a one-time purchase price for each device and any accessories, (c) recurring subscription fees covering the Software (notwithstanding whether track and trace or device and data option is selected) as well as hourly rates for Professional Services. The applicable prices are as set forth on an attached price list or, if none, at then current list prices unless otherwise agreed in writing ("**Approved Pricing Schedule**"). All prices are due in US dollars for each asset subscribed to the Service (each fee is exclusive of [meaning such shall be added to the price of the Service] sales, withholding, and/or VAT tax, shipping charges, customs charges, import/export charges and any other fees, taxes costs or charges applicable to the Services or sale beyond delivery ex works Supplier all of which shall be additional) ("**Fees**" or "**Price**"). Customer shall pay all such Fees beyond delivery ex works Supplier. Unless otherwise agreed in writing, payments are due net 30 and pursuant to the terms of any relevant Order and, if necessary, will be calculated based on the exchange rate in effect as of the date of invoice as determined in Geoforce's sole discretion.

The Approved Pricing Schedule in place at the beginning of the Initial Term will not be changed for the duration of the Initial Term. Geoforce reserves the right to increase prices upon the expiration of any Initial or Renewal Term. Further, Customer shall either be charged a storage fee equal to costs incurred plus reasonable interest, (beginning 6 months after delivery to a carrier of the delivered Hardware) or such Hardware will be deemed rejected and forfeited (without reducing amounts owed hereunder), in Geoforce's sole discretion, if delivery is not accepted and devices removed from any temporary delivery storage site (such as a dock) that causes Geoforce to incur ongoing storage or other charges or hardship.

C. Hardware Warranty. Subject to the limitations set forth in this Agreement, Geoforce warrants that for one year from that date that title passes to Customer for Hardware (the "**Warranty Period**"), the Hardware sold will be free of defects in materials and workmanship when installed, operated, and serviced in strict accordance with Geoforce's and the manufacturer's requirements. If: (a) Geoforce is timely notified that the Hardware fails to operate because of a defect in materials or workmanship within the Warranty Period; (b) the failed Hardware is actively subscribed to the Service; and (c) Customer's account is in good standing, Geoforce will, at its sole option and at no charge to Customer, repair or send a replacement for the Hardware to the location of initial export from a Supplier's Jurisdiction noting Customer as the importer/exporter of record (if outside the US) or arrange for the Hardware's repair or sending of a replacement or, in its discretion, refund any monies paid for such. Customer is responsible for removal and replacement of any failed Hardware at its own cost and shall return failed Hardware to Geoforce at Customer's own cost within 30 days of Geoforce's determination to repair or send a replacement of such failed Hardware or Geoforce will charge Customer the full price of the replacement. Warranty replacements

do not extend the warranty therefore while any replacement device will continue to be covered under the original warranty period, it will not begin a new warranty period. THIS PARAGAPH DOES NOT COVER: (a) HARDWARE THAT HAS BEEN TAMPERED WITH OR SERVICED WITHOUT GEOFORCE'S AUTHORIZATION; (b) HARDWARE THAT HAS BEEN LOST OR STOLEN THROUGH NO FAULT OF GEOFORCE; (c) HARDWARE THAT IS DESIGNED TO BE CONSUMABLE, INCLUDING, BUT NOT LIMITED TO, NON-SERVICABLE ACTIVE RFID TAGS; OR (d) HARDWARE SUBJECTED TO ABUSE, MISUSE, NEGLECT, OR HOSTILE OPERATING ENVIRONMENTS AS OPPOSED TO HARSH ENVIRONMENTS. EXCEPT AS SET FORTH IN THIS AGREEMENT THE HARDWARE IS OFFERED "**AS IS**". GEOFORCE DOES NOT WARRANT THAT THE HARDWARE WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT ANY PIECE OF HARDWARE WILL WORK ON ANY PARTICULAR NETWORKS. REPLACEMENTS OF HARDWARE OUTSIDE OF THE WARRANTY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, CUSTOMER INITIATED DAMAGE, SHALL BE PROVIDED UPON REQUEST AT GEOFORCE'S THEN CURRENT PRICE.

4. Customer Represents Purchasing Appropriate Explosive Certification Level Device.

Purchaser acknowledges that some of Supplier's devices have EX ratings for various zones such as International Electrotechnical Commission (IEC) Explosive (EX), Atmosphere EXplosibles ("ATEX"), and Instituto Nacional de Metrologia, Qualidade, e Tecnologia (INMETRO) while some do not. Purchaser represents it is aware that various Supplier products are more appropriate for particularly zoned environments. Customer has evaluated its environment and zone requirements and has and will only purchase the most appropriate device for its safety needs. Customer agrees it alone is responsible for ensuring it purchases the appropriate device and that it will install and operate such device within the prescribed instructions of Geoforce and the appropriate regulatory bodies. Customer further hereby agrees to indemnify Geoforce for any claim arising in any part due to a violation of this paragraph.

5. Service Start Date. The Service Start Date is as set forth in the Order or, if not addressed, shall be determined by the date that Hardware is delivered to Customer (ex-works unless otherwise agreed in writing). In the event that Geoforce does not provide Hardware to Customer, the Service Start Date for each asset shall be the date that each asset is made capable of being activated on the Geoforce system by Geoforce.

6. Term & Cancellation of Orders. This Agreement shall continue until such time as all Services under any Order terminate. The initial term of any Order issued hereunder (the "**Initial Term**") shall be 36 months following the first date of Service (the "**Service Start Date**"). Customer acknowledges that the Fees are calculated on the basis of expected payments for 36 months of Service. Therefore, if Customer terminates any Order, or Geoforce terminates any Order because of breach by Customer,

before the end of any term of any Order for any reason other than a default by Geoforce, Customer shall be obligated to pay Geoforce 50% of the remaining Fees due over the remainder of the Term. Upon expiration of the Initial Term, the Order shall automatically renew for an unlimited number of successive 12-month renewal terms (each, a "Renewal Term") and any Renewal Terms together with the Initial Term, collectively the "Term"), unless either Customer or Geoforce provides the other Party with written notice of its intention to not renew an Order at least 90 days prior to the expiration of the Initial Term or the applicable Renewal Term. Notwithstanding the above, either Party may terminate any Order at any time for material breach of the Order or this Agreement and (if such a breach is remediable) fails to begin to remedy that breach within ten (10) days of receipt of notice in writing of the breach and failure to cure within 30 days.

In the event of material breach of any Order or this Agreement by Customer or of any other agreement with Geoforce, including but not limited to failure to timely pay any invoice, Geoforce reserves the right to terminate all Services provided hereunder (without further notice) until payment in full of the late amount on all outstanding Orders. Any such termination of Services due to breach by Customer shall not reduce Customer's obligations hereunder. A breach of the Agreement by any of the members of the Customer Group shall be considered a breach by Purchaser and the other members of the Customer Group.

Upon termination of any Order all rights granted to any Authorized User thereunder shall immediately cease. Such will: (a) discontinue all use of the relevant Services; (b) if the relevant Services were delivered in any part on a tangible medium, return to Geoforce the originals; (c) if requested, purge all copies or any portion thereof from all computer storage device or mediums on which the Authorized User has placed or permitted others to place the information; and (d) if requested, give Geoforce a written certification that it has complied with all of obligations hereunder. The following sections shall continue to apply notwithstanding termination of this Agreement: 3-4, 6, 11, 13, 15, 18, 21-22, 25, 30, 34-39.

7. **Follow-On Orders.** Unless otherwise communicated to Customer in writing, Customer may Order additional Hardware or purchase additional Services during the Initial Term according to the Approved Pricing Schedule. After the Initial Term or any Renewal Term, Geoforce reserves the right to increase its prices and to refuse to provide Service unless the proposed price for goods and services requested is mutually agreeable. Any such follow-on Orders that are accepted will be subject to the terms and conditions of this Agreement with a Service Start Date for the additional subscriptions determined as set forth in this Agreement. Each such follow-on Order will have an Initial Term of three years. Such follow-on Orders will not affect the Term or Service Start Date for previous Orders.

8. **Delivery; Title and Risk of Loss on Hardware.** Delivery shall be ex-works Supplier. Unless otherwise provided in the applicable Order, Geoforce shall make arrangements for shipping inside Supplier's

jurisdiction and shall charge Customer for such shipping services. Geoforce shall take all reasonable commercial efforts to endeavor to ship Hardware on or before the earlier of the date specified in the applicable Order or a date equal to four weeks after receipt of a final and signed Order ("**Delivery Date**"). However, the Parties understand that all Delivery Dates are estimates only. Title to and risk of loss on all Hardware sold by Geoforce (whether for an amount equal to or higher than zero dollars) to Customer under this Agreement shall pass to Customer upon delivery of Hardware ex-works Supplier if shipped by Geoforce. Geoforce will coordinate, at Customer's cost, delivery to a destination inside the jurisdiction of the Supplier if Hardware is shipped. If Geoforce is physically delivering the devices as well as installing the Hardware within the US, Brazil, or Australia, title is transferred upon the date that the installation of Hardware is complete (or the date offered to be completed by Geoforce, if earlier).

9. **Other Documents Do Not Change Agreement.** Any acceptance by Geoforce of a request for Services is expressly made conditional on Customer's assent to the terms and conditions of this Agreement and rejection of any additional and/or conflicting terms which may be included in any other sales related document, including but not limited to a signed or unsigned purchase Order. Any such additional or conflicting terms are considered deleted and of no force or effect, notwithstanding any language contained therein regarding replacement of previous agreements.

10. **Exporting Hardware.** Customer shall be responsible for the management of (and costs for) exporting the Hardware outside of the jurisdiction of the Supplier.

11. Hardware, Software, and Data Transmission

A. **Hardware.** The Service may require certain hardware components and ancillary accessories necessary to connect to and communicate with Geoforce systems provided by Geoforce ("**Hardware**") that may include, but shall not be limited to, the following: devices or tags (such as RFID tags or GPS devices that may be attached to Authorized Users' assets) and equipment (such as tag readers and communication systems that may be installed within Authorized Users' facilities or other locations).

B. **Software.** The Service may also require certain software components ("**Software**" or "**Application**") that may include, but shall not be limited to, the following: web-native software, application software, database software, device firmware, device middleware, browser-based software, etc. Software provided to Authorized Users for use in connection with the Services is licensed to Customer and not sold. Subject to compliance with this Agreement and payment of all applicable fees, Geoforce grants to Customer a non-transferable, non-sublicenseable, non-exclusive, royalty free license to use the Software in a fully assembled state, display, and to print from the Software during the Term solely for their own internal business use. Unless otherwise agreed in writing, Customer may provide access to Software to

its Authorized Users solely for use in connection with the Services only for purposes relating to Customer's business. Customer acknowledges that Geoforce may modify the Software at any time for any reason. Notwithstanding the foregoing, Customer shall not be obligated to use Geoforce Software with the Hardware (although this will not affect the Price), and Customer may use its own or Third-Party software with the Hardware. Unless otherwise agreed, Geoforce does not charge Software license and maintenance fees. All Software license and maintenance fees are included in the service subscription portion of the Fees.

C. Data Transmission. Customer acknowledges that some or all Hardware will transmit data in proprietary device message protocol formats ("Proprietary Formats"), and that such transmission of data, including the underlying satellite network communications, must be provided by Geoforce, with any fees associated with such transmission to be included in the Price. Nevertheless, Customer acknowledges that Geoforce retains all rights to the Proprietary Formats, Geoforce will not disclose any Proprietary Formats to Customer, Authorized Users, or any Third Party, and Customer agrees that it will not attempt to access, obtain or otherwise make, and will not allow its Authorized Users to make, any unauthorized use of any Proprietary Formats. Any attempt by Customer or an Authorized User to access, obtain or make unauthorized use of any Proprietary Formats (i.e. other than as specifically contemplated herein) shall be a material breach of this Agreement and shall entitle Geoforce to immediately terminate this Agreement and pursue all remedies available to Geoforce, including, but not limited to, injunctive and other equitable relief. If Customer or an Authorized User accidentally receives any Proprietary Formats, they will immediately notify Geoforce of such receipt and immediately return any such Proprietary Formats to Geoforce.

12. Authorized Use. The Services may only be used during the Term by Authorized Users and only in compliance with this Agreement and all applicable laws (collectively, the "Authorized Use"). Customer and Authorized Users may only access the Services and print limited copies of the materials from the Services for the Authorized Use. Customer agrees not to, and to cause its Authorized Users not to: (a) make the Services or any data or content therein available to, or use any Service or data for the benefit of, anyone other than itself and its customers in the ordinary course, (b) use the Services to store or transmit infringing material in violation of Third-Party privacy rights, (c) use the Services to store or transmit malicious code, or (d) interfere with or disrupt the integrity or performance of the Services or data or content contained therein. Customer agrees to remove promptly on Geoforce's request any content or data from the Services that a Third-Party licensor requires Geoforce to remove or which may violate Third Party rights or applicable laws, and Customer agrees that Geoforce may disable the Services if Customer fails to do so.

13. Proprietary Rights and Licenses. Subject to the terms of this Agreement, including but not limited to Section 17, Customer agrees that all rights, title and interest in and to the Services (including but not limited to Hardware, Software, and all modifications, customizations, and derivative works), including any content therein and all worldwide trademarks, patent rights, copyrights, trade secrets, and all other intellectual property rights not otherwise granted herein belong to Geoforce and/or its suppliers or licensors. Customer agrees that, subject to the limited rights expressly granted in this Agreement, Geoforce on behalf of itself and its Third-Party licensors reserve all other rights, title and interest in and to the Services, including all intellectual property rights. The trademarks, service marks and trade names, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed on the Services are registered and unregistered trademarks, service marks and/or trade dress of Geoforce and its suppliers or licensors, and Customer may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. Customer agrees not to, and to cause its Authorized Users not to, remove or alter any copyright or other proprietary notices and shall cause its and its Authorized Users to reproduce all such notices on aerial or satellite images produced, exported, copied, or created using the Services, all materials embodying such images, and upon tangible copies. Any rights not expressly granted herein are reserved to Geoforce.

Customer grants, and shall cause its Authorized Users to grant, to Geoforce a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or any Authorized Users relating to the operation of the Services. Comments or feedback that Customer or an Authorized User submits to Geoforce about the Services shall become Geoforce property and by sending Geoforce such feedback, they agree to a no-charge assignment to Geoforce of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis in and to such feedback. Whether or not such assignments are effective, Customer, on behalf of itself and its Authorized Users, agrees that Geoforce is free to use any ideas, concepts, know-how or techniques that Customer sends Geoforce for any purpose on an unrestricted basis and at no charge. Further Customer grants to Geoforce a non-exclusive, royalty free right to its information and intellectual property solely as minimally necessary (and solely in Order to) to be used to perform under this Agreement, to internally analyze and improve performance hereunder, and to use the data on an anonymized and aggregated basis with its other customer's data to provide enhanced services to its customers.

14. Privacy. Geoforce collects certain information about Customer and its Authorized Users, including (without limitation) generation of usernames and passwords. By executing this Agreement, Customer is agreeing, on behalf of itself and its Authorized Users, to Geoforce's Privacy Policy (available on the website or upon request) as it may be amended from time to time, and is agreeing that all

information, including its personal information, collected by Geoforce may be stored and processed in the United States (U.S.) or any other country in which Geoforce or its agents, partners, or joint venturers maintain facilities. Customer consents to any such transfer of information.

15. **No Reverse-Engineer / Non-Compete.**

Customer shall not, and shall cause its Authorized Users to not: (a) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or Proprietary Formats or any portion thereof, or otherwise derive its source code or Proprietary Formats; (b) modify, port, translate, localize, or create derivative works of the Software or Proprietary Formats; (c) disclose the results of any performance tests or qualitative analysis on the Software to any Third Party without the prior written consent of Geoforce, (d) provide access to Software or Proprietary Formats to parties that could reasonably be considered to be direct competitors to Geoforce, or (e) while in possession of any part of the Services directly or indirectly attempt to develop or market a product that is similar to the Service in terms of features, functions, navigation, or general design.

16. **Service Levels.**

Web and data services provided by Geoforce will generally be available 99.5% of the time as measured by Geoforce on a monthly basis (the "**Service Level**"). Geoforce will use commercially reasonable efforts to maintain the Service Level. In the event that Geoforce is unable to provide the Service Level for a period of two consecutive months, Purchaser may cancel the affected Service, without penalty, provided that Geoforce is notified in writing one month in advance of the cancellation and that Geoforce has been provided the opportunity to provide a reasonable remedy. The Service Level only covers Software and Geoforce web-based systems and excludes downtime caused by the following: routine scheduled maintenance, Hardware related failures outside of the conditions covered under any Hardware warranty or maintenance service, communication and satellite and/or cellular networking issues as set forth in the sections "**Communications and Networks**", and **Force Majeure**.

17. **Customer Data.**

Geoforce does not own any data, information, or material that Customer or an Authorized Users submits, or a Third Party submits on behalf of the Customer or an authorized User, to the Service in the course of using the Service (the "**Customer Provided Data**"). Geoforce further does not own the data related to Customer's operations or Customer's customers operations or any third party's operations obtained as a result of the use of the Hardware, Software, or services ("**Customer Operational Data**") (altogether the Customer Provided Data and Customer Operational Data are together referred to herein as the "**Customer Data**"). Customer owns the Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data and the means by which it acquired any Customer Provided Data, and Geoforce shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Provided Data. Customer agrees not to give or make available its usernames or

passwords or other means to access its account to any unauthorized individuals. Customer remains responsible for all access to the Services via its username and password, even if not authorized by Customer. Geoforce will not disclose, distribute, sell, share, rent, or otherwise transfer any Customer Data to any Third Party, except as approved in writing by Customer (or its legal representative if it is in bankruptcy, reorganization or otherwise under the equivalent of a receivership) or otherwise compelled to do so under applicable law. One data archive is available per year free of charge upon Customer request. In the event that Service is terminated, Geoforce will make available to Customer a file of the Customer Data within 30 days of termination upon Customer's written request.

18. **Confidentiality.**

Confidential Information means all information of either Party existing as of the Effective Date or thereafter developed in which there is a proprietary interest and for which there is a legitimate business reason for guarding against unauthorized use or disclosure, whether communicated orally or in writing. Confidential Information also includes all information received from Third Parties that either Party is obligated to treat as confidential. Geoforce and Customer acknowledge that irreparable injury and damage will result from disclosure of Confidential Information to Third Parties, or utilization for purposes other than those connected with this Agreement.

The Parties agree, during the Term and continuing after termination of this Agreement, to use all reasonable care not to: (a) make each other's Confidential Information available in any form to any third party or (b) use each other's Confidential Information for any purpose other than in the performance of this Agreement and promptly upon termination of this Agreement, to turn over the originals of such information to the other Party. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement.

Neither Party, however, shall have any liability to the other under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- (a) is or becomes a part of the public domain through no act or omission of the other Party;
- (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
- (c) is lawfully disclosed to the other Party by a Third Party without restriction on disclosure; or,
- (d) is independently developed by the other Party without use of or reference to the other Party's Confidential Information.

Notwithstanding the foregoing, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to be disclosed by law or valid Order of a court or other

governmental authorities so long as reasonable prior written notice is given to the other Party.

19. **No Liability for Third Party Content.** As part of the Services, Geoforce may provide hypertext links to sites on the Internet that are operated by unrelated Third Parties and contain certain Third-Party content. By clicking on or otherwise selecting any such external hypertext link, Customer acknowledges that Customer will be leaving the Geoforce Application and agrees that Geoforce shall not be responsible or liable, directly or indirectly, for any damage or loss caused by the use of any Third-Party Content.

20. **Trial Use / Pre-Release Versions.** If Customer is using the Services on a trial basis pursuant to a pilot or other license agreement or other trial basis authorized by Geoforce, Customer may use the Services solely for purposes of evaluating its suitability. Customer trial use is subject to all other terms and conditions of this Agreement. At the conclusion of the trial period, Customer shall cease all use of the Services. From time to time, Geoforce may invite Customer to try pre-release versions of the Services. Customer may accept or decline any such trial in Customer's sole discretion. Pre-releases will be clearly designated as beta, pilot, limited release or similar term. Pre-releases are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise agreed in writing between Customer and Geoforce, any Pre-release trial period will expire upon the earlier of one year from the trial start date or the date the Pre-release becomes generally available. Geoforce may discontinue Pre-releases at any time in its sole discretion and may elect, in its sole discretion, not to make the Pre-releases, or any changes or features therein, generally available or part of the Services. Geoforce will have no liability for any harm or damage arising out of or in connection with a Pre-release.

21. **WARRANTY DISCLAIMER.** THE SERVICE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED EXCEPT AS SET FORTH HEREIN. GEOFORCE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND DATA ACCURACY. GEOFORCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE MATERIALS IN THE SERVICES, OR ANY OTHER WEBSITE LINKED TO THE SERVICES. GEOFORCE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. GEOFORCE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY

DEFECTS WILL BE CORRECTED. SOME STATES, TERRITORIES, AND COUNTRIES DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO, TO THAT EXTENT, THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER.

22. **LIMITATION OF LIABILITY.** IN NO EVENT WILL GEOFORCE, ITS SUPPLIERS AND ITS LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) (INCLUDING, WITHOUT LIMITATION, ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, SAVINGS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE CONTENT OR OTHER INFORMATION CONTAINED IN THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. WHILE CUSTOMER'S USE OF THE WEB BASED SERVICE IS AT CUSTOMER'S OWN RISK, IF GEOFORCE SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CUSTOMER'S USE OF THE WEB BASED SERVICE, GEOFORCE'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO GEOFORCE BY CUSTOMER FOR THE APPLICABLE PORTION OF THE SERVICES IN THE PRECEDING SIX (6) MONTHS. CUSTOMER ACKNOWLEDGES THAT ABSENT CUSTOMER'S AGREEMENT TO THIS LIMITATION, GEOFORCE AND ITS LICENSORS WOULD NOT PROVIDE THE WEB BASED SERVICES OR THE MATERIALS ACCESSIBLE THEREIN.

23. **Map Data Disclaimer.** The Map Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results. This Map Data is provided to Customer "as is," and Customer agrees to use it at its own risk.

24. **Variability of Battery Life.** Certain Hardware is battery powered by a removable battery. Geoforce routinely provides operational guidance as to how long the batteries will last or how long the device will operate ("Battery Life") via its marketing materials, product user manuals, and other documents. This 'Battery Life' estimate is only an estimate and not a guarantee. Actual battery life may vary based on a variety of factors. Many factors may cause the battery life to be less than the guidance provided. Examples may include: if a device does not have

a view of the sky (e.g. it is located within a metal building) and if the device is operating outside of the rated temperature band both of which will reduce the battery life d.

25. **Mutual Indemnification.** Geoforce shall indemnify, defend, and hold harmless Customer and its Authorized Users, directors, officers, agents, and employees (the "**Customer Indemnified Parties**") for, from, and against any and all claims, demands, suits, costs of defense, attorneys' fees, losses, damages, expenses, and liabilities brought or asserted by a Third Party against the Indemnified Parties for injury to or death of any person or persons, including but not limited to employees of Customer or of Geoforce or its subcontractors, or damage to Third Party property, including, but not limited to, property of subcontractors, to the extent arising from any gross negligence or willful misconduct on the part of Geoforce, any subcontractor of Geoforce, or any of the directors, officers, partners, agents, or employees of Geoforce, or of its subcontractors. Geoforce's indemnification obligations shall extend only to the extent of Geoforce's gross negligence, and no further, and shall be reduced by the percentage of fault attributable to any Third Party, or to the Indemnified Parties. For purposes of this section, the term "Third Parties" shall include agents, employees, and representatives of Customer, Geoforce and any subcontractor of Geoforce. Customer reserves the right, at its discretion, to assume or participate, at Customer's expense, in the investigation, settlement and defense of any action or claim to which it Customer is entitled to indemnification. No such claim shall be settled without Customer's prior written consent unless such settlement includes a complete release of Customer from all liability and does not contain or contemplate any payment by Customer or contain any injunctive or other equitable relief binding upon Customer brought or asserted by a Third Party against the Customer Indemnified Parties for injury to or death of any person or persons.

Purchaser shall indemnify, defend, and hold harmless Supplier and its Affiliates, vendors and licensors, and any of their directors, officers, subcontractors, agents, successors, assigns, and employees (the "**Geoforce Indemnified Parties**") for, from, and against any and all claims, demands, suits, costs of defense, attorneys' fees, losses, damages, fines, penalties, expenses (including reasonable legal and accounting fees), and liabilities brought or asserted by a Third Party against the Geoforce Indemnified Parties arising out of or resulting from (a) Customer and Authorized User use of the Services; (b) Customer and Authorized User violation of this Agreement or any applicable laws including, without limitation, export laws; (c) incomplete or inaccurate information or data provided by Customer or Authorized User; (d) unauthorized use of any content or materials available on or through the Services; or (e) any content Customer or Authorized User uploads or posts to the Services. Geoforce reserves the right, at its discretion, to assume or participate, at Geoforce's expense, in the investigation, settlement and defense of any action or claim to which it Geoforce is entitled to indemnification. No such claim shall be settled without Geoforce's prior written consent unless such settlement includes a complete release of Geoforce from all liability and does not contain or contemplate any

payment by Geoforce or contain any injunctive or other equitable relief binding upon Geoforce brought or asserted by a Third Party against the Geoforce Indemnified Parties for injury to or death of any person or persons.

26. **Export Restrictions.** ANY MATERIALS GEOFORCE MAKES AVAILABLE ARE SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. CUSTOMER AGREES TO, AND TO CAUSE ITS AUTHORIZED USERS TO, COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SERVICES OBTAINED FROM GEOFORCE. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE. CUSTOMER REPRESENTS THAT CUSTOMER AND AUTHORIZED USERS ARE NOT NAMED ON ANY U.S. GOVERNMENT DENIED-PARTY LIST. CUSTOMER SHALL NOT PERMIT USERS TO ACCESS OR USE THE SERVICES IN ANY E.U. - OR U.S. - EMBARGOED COUNTRY OR IN VIOLATION OF ANY APPLICABLE EXPORT LAW OR REGULATION. THIS REQUIREMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.
27. **Communications & Networks.** Geoforce shall not be liable for interruptions in, or interference with, Third Party telecommunications carriers' cellular, satellite, terrestrial, or other transmissions over which it has no control, including, but not limited to, transmission limitations errors caused by network congestions, weather, atmospheric conditions (such as space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, terrain, structures, localized 'gaps' in telecommunications network coverage, civil disturbances, Force Majeure Events, or other natural or manmade conditions over which Geoforce has no control. Geoforce is not responsible for issues related to the condition of Customer's computers, equipment, communications networks, the World Wide Web, or other public networks.
28. **Method of Performance.** Geoforce's performance hereunder shall be provided by Geoforce and its assignees, agents, and/or subcontractors (in the ordinary course of business), in its sole discretion.
29. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder if such non-performance is attributable to an act of God, war, terrorism, power outage, supply shortages, fire, or other casualty, acts of any governmental body, or other conditions beyond the non-performing Party's reasonable control including but not limited to the need to comply with applicable laws (collectively, "Force Majeure Events"), but only for the time and to the extent such non-performance is occasioned.
30. **Compliance with Laws.** Customer agrees to take all commercially reasonable actions to cause itself and its Authorized Users to comply with all applicable statutes, regulations, and legal obligations at Customer's expense, including, but not limited to, those relating to the privacy of individuals and the right to deploy the Hardware in the Authorized User's jurisdiction, regarding Authorized Users'

use of the Services and information obtained from the Services. Customer understands and agrees that Geoforce may, in its sole discretion, report suspected violations to the appropriate authorities or parties. Customer also agrees not to alter any certifications, regulatory or other notices on the Hardware as delivered by Geoforce.

31. **Anti-Corruption.** Customer acknowledges awareness of the Foreign Corrupt Practices Act and UK Bribery Act and represents that, if applicable, it will comply with those statutes and any other applicable corruption laws. Customer represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Geoforce's employees or agents in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Geoforce.

32. **Severability and Waiver.** If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by Geoforce.

33. **Assignment.** This Agreement may be assigned in whole or in part by Geoforce among its Affiliates at any time. This Agreement and performance of any part hereunder may not be assigned in any manner by Customer (including to resellers) without Geoforce's prior written permission provided, however, that Customer may assign any portion of its rights (but not its responsibilities hereunder) to Crestmark Equipment Finance, Inc. and provided further that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to: (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of substantially all of the assets or other material corporate reorganization in which either Party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall be binding and inures to the benefit of the Parties and their respective successors and permitted assigns.

34. **Disputes.**

A. **Arbitration for Non-Exempt Disputes**

i. **Arbitration Required after Negotiation.** All disputes (except those related to intellectual property ownership or licensing and confidentiality matters which shall be litigated ["Exempt Disputes"]) between the Parties arising out of this Agreement will be fully and finally settled (all appeals are hereby waived except errors as to law) by arbitration. As a condition precedent to filing an arbitration, however, both Parties must attempt to negotiate in good faith over a period of no shorter

than 60 days after written request by one of the Parties.

ii. **U.S. Arbitration.** In the event of arbitration where the Parties are both U.S. domiciled, the arbitration shall be according to the Commercial Arbitration Rules of the American Arbitration Association as may be amended from time to time.

iii. **International Arbitration.** In the event one of the Parties is based outside the U.S., all such disputes shall be submitted, in the English language, to the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce as may be amended from time to time. The Emergency Arbitrator Provisions shall not apply. The International Bar Association's Rules on the Taking of Evidence in International Commercial Arbitrations as may be amended from time to time shall be applied by the panel as guidelines but the panel shall have the right to limit, or exclude to a degree, allowable discovery in its discretion.

iv. **Administrative Matters.** The situs of the proceedings shall be Dallas, Texas. Any arbitration panel shall consist of three arbitrators with each Party selecting one arbitrator and the two then selecting the third to be appointed in accordance with the applicable rules. Any such panel shall consist solely of impartial, independent, and uninterested arbitrators and the third arbitrator may not be a national of either Party unless mutually agreed. Any such panel or court shall allocate costs according to the decision but may consider improper conduct when allocating costs. Any such panel shall issue its determination no later than three months after conclusion of the proceedings. The existence of any arbitration, the discovery provided, and award issued shall remain confidential except to the extent necessary to enforce the award or as necessary to pursue any legal rights of either Party.

v. **Representations.** The Parties represent that they have the capacity to arbitrate and that the signatories to this Agreement are sufficient and are further authorized to bind the respective Party to arbitrate. Customer hereby expressly and irrevocably consents to the jurisdiction of such arbitral tribunal.

vi. **Courts May Enforce.** The Parties agree that the courts may grant injunctive relief and/or enter judgment on any award hereunder.

B. **Litigation for Exempt Disputes.** Any Exempt Dispute shall be addressed through litigation.

i. **Litigation Required After Negotiation.** As a condition precedent to filing a lawsuit, however, both Parties must attempt to negotiate in good faith over a period of no shorter than 60 days after written request by one of the Parties.

ii. **Applicable Procedure.** Such disputes shall be governed by, and construed in accordance with, the laws of Texas, excluding Texas' choice of law principles, and all such claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Texas, excluding Texas' choice-of-law principles. The Parties agree to the jurisdiction of competent state and federal courts in the state of Texas for resolution of such disputes. This Agreement is performable in Dallas, County, Texas and the Parties agree that venue shall be in Dallas County, Texas. The Parties hereby expressly and irrevocably consent to the jurisdiction and waive any objection based on forum non conveniens or any other objection to venue of any action instituted as described above.

C. **Administrative Matters / Government Orders.** Any such award or judgment shall be payable in US dollars. The prevailing Party in litigation or arbitration shall be entitled to attorneys' fees and costs (including collection costs). The Parties hereby expressly consent to: a) service of process being effected upon them by registered mail, and b) the uncontested enforcement of a final judgment or award in any other jurisdiction wherein it or any of its assets are present.

The Service is a "commercial item" as that term is defined at FAR 2.101. If Customer is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Geoforce provides the Service, including any related software, technology, technical data, and/or Professional Services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this section, it must negotiate with Geoforce to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement to be effective. This section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation

that addresses government rights in computer software or technical data under this Agreement.

The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

D. **Injunctions.** In the event of a breach of Sections 4, 11, 13, 15, 18, or 31 of this Agreement the Parties agree that the non-breaching Party could suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching Party may be impossible to calculate and accordingly, the Parties agree that the non-breaching Party shall be entitled to seek temporary, preliminary and/or permanent injunctive relief against the breaching Party, its officers or employees, in addition to such other rights and remedies to which it may be entitled to at law or in equity, without the posting of bond (or if required bond set at \$1,000 (which is agreed as reasonable).

35. **Audit Rights.** Upon request, Customer will provide written assurance that it and its Authorized Users are using the Services consistent with the terms of this Agreement and applicable laws, as determined by Geoforce. Upon reasonable prior written notice, Geoforce may inspect Customer and Authorized User records, accounts, and books relating to use of the Services to ensure the Services are being used in accordance with this Agreement.

36. **Entire Agreement / Prioritization of Documents / No Oral Modifications.** This Agreement (including schedules and any Orders issued after the Effective Date constitute the entire agreement between Customer and Geoforce pertaining to the subject matter addressed in any Order and supersedes in its entirety any and all written or oral agreements previously existing between the two with respect to such subject matter. Any Orders or Orders issued prior to execution of this Agreement remain subject to any prior executed agreement and prior issued documents unless otherwise agreed in writing by the Party to be charged. In the event of any conflict amongst the documents, the terms contained in the Agreed Professional Services Schedule shall control first and then the Agreed Pricing Schedule. In the event of a continued conflict, the terms of the Order shall then apply and finally the terms of the body of this Agreement shall apply. The Parties agree that no oral modifications or modifications by custom and practice may be made to this Agreement nor may either Party waive its rights orally or by custom or practice with regard to terms addressing exclusion of conflicting or additional terms or terms addressing price, payment, delivery or warranty issues.

37. **Authorized Representation of Authorized Users.** Purchaser represents that it is an authorized representative of Customer and has actual authority as a purchasing agent to, and hereby does, legally bind each member of the Customer Group to the terms of this Agreement. Purchaser further represents it has informed, in writing, each entity for which it purchases Services

hereunder, that any: a) request for Services hereunder, b) any signed Order regarding services, or c) use of the Services by any member of the Customer Group constitutes an acceptance of the terms of this Agreement as if such member was the Purchaser. Authorized Users of the Products include the Customer Group and each of their members' employees, agents, subcontractors, and customers. Authorized Users shall have those rights set forth herein but, in no event, shall have rights in excess of Purchaser.

38. **Adherence to Agreement by Authorized Users.**

Purchaser shall ensure compliance by Authorized Users with the terms of this Agreement and shall be responsible for terminating the use of Services by Authorized Users that continually or materially violate the terms of this Agreement. Customer shall either obtain an end user license agreement from its end users providing protection for Geoforce similar to that found in this Agreement or shall be deemed to be jointly and severally liable for any violations of this Agreement by its Authorized Users.

39. **Good Faith.** The Parties and their Authorized Users, agree to perform in good faith under this Agreement.

This Agreement has been reviewed and is approved by duly authorized representatives of Customer and Geoforce signing below:

PURCHASER

Signature: _____

Printed Name: _____

Job Title: _____

Company Name: _____

GEOFORCE

Signature: _____

Printed Name: _____

Job Title: _____

Company Name: _____